

**NOTICE OF ANNUAL MEETING
OF
RIVERBEND HOMEOWNERS ASSOCIATION OF LEE COUNTY, INC.**

TO ALL MEMBERS:

On **Monday, March 9, 2026 at 6:30 PM**, at **North Fort Myers Recreation Center, 2000 North Recreation Parkway, North Fort Myers, FL 33903**, the Annual Meeting of the Association will be held for the purpose of announcing Directors, and such other business as may lawfully be conducted. The agenda for the Annual Meeting is:

1. Calling of the roll, certifying proxies and determination of quorum.
2. Proof of Notice of Meeting.
3. Reading and disposal of unapproved minutes.
4. Reports of Officers.
5. Reports of Committees.
6. Unfinished Business.
7. New Business
 - (a.) Acceptance of Appointment of New Board Members, pursuant to Article V of the Bylaws
 - (b.) Vote on Proposed Amended and Restated Deed of Restrictions, Amended and Restated Articles of Incorporation, and Amended and Restated Bylaws (copies attached)
 - (c.) Vote to Waive the Statutory Year-End Financial Reporting Requirement
8. Adjournment.

VOTING BY PROXY/MEETING BALLOT

If you attend the Annual Meeting and wish to vote on items on the agenda, the enclosed Proxy/Meeting Ballot shall act as your Ballot. However, if you are unable to attend the Annual Meeting and wish to vote by proxy, the Proxy/Meeting Ballot will act as your proxy. In that regard, please note the following:

1. A **proxy** is for the purpose of establishing a quorum and appointing **another person** to vote for you in the event you might not be able to attend the meeting. It must be signed by the person authorized to cast the vote for the Lot or Condominium Unit. If you want to vote and do not attend the Annual Meeting, **you must vote by proxy.**
2. The proxy should be submitted to the Association **prior to the scheduled time of the meeting.** It can be sent via hand-delivery to the Management Office, via mail addressed to the Association's mailing address at: **9410 Corkscrew Palms Circle, #201, Estero, FL 33928**, or via email to: **alex@nextgcm.com**. It is encouraged that the proxy be submitted as long before the meeting as possible, in order to avoid delay in registration. **NOTE: Rotating postal strikes in Canada are currently paused and a nationwide strike could resume. As a result, Members with a mailing address in Canada should consider emailing the proxy or using overnight delivery or a private courier service, such as FedEx, if mailing the proxy from Canada.**

3. If you appoint a proxy and later decide you will be able to attend the meeting in person, you may **withdraw** your proxy when you register at the meeting.

4. A proxy may be **revoked** in writing or **superseded** by a later proxy to another person. It can also be **assigned** (substituted) by the person designated on the proxy to a third person, if the person you designate as proxy decides that he or she will be unable to attend the meeting.

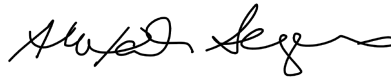
5. A **Proxy/Meeting Ballot** form is enclosed with this notice for your use, if needed.

Immediately following the Annual Meeting, the organizational meeting of the Board of Directors will be held for the purpose of electing officers of the Association and such other business as may lawfully be conducted. The agenda for the Board Meeting is as follows:

1. Certifying quorum – Call to Order.
2. Proof of Notice of Meeting.
3. New Business - a. Elect Officers.
4. Adjournment.

Date: February 8, 2026.

BY ORDER OF THE BOARD OF DIRECTORS



Alexandra Segarra, CAM

PROXY/MEETING BALLOT

The undersigned, owner(s) or Voting Member of Lot or Condominium Unit No. _____ located at _____ (street address) **Riverbend Homeowners Association of Lee County, Inc.**, appoints (Check one):

_____ a) **Jeanne Hambleton, Secretary** of the Association, on behalf of the Board of Directors, or

_____ b) _____ (if you check b, write in the name of your proxy) as my proxyholder*, with power of substitution, to attend the meeting of the members of **Riverbend Homeowners Association of Lee County, Inc.** to be held **Monday, March 9, 2026 at 6:30 PM**, in **North Fort Myers Recreation Center, 2000 North Recreation Parkway, North Fort Myers, FL 33903**, and any adjournment/recess thereof. In the event I attend the meeting in person, this will act as my meeting ballot. The proxyholder named above has the authority to vote and act for me to the same extent that I would if personally present, with power of substitution, except that my proxyholder's authority is limited as indicated below:

I SPECIFICALLY AUTHORIZE AND INSTRUCT MY PROXYHOLDER TO CAST MY VOTE IN REFERENCE TO THE FOLLOWING MATTERS AS INDICATED BELOW:

1. Should the members approve the Proposed Amended and Restated Deed of Restrictions, the Proposed Amended and Restated Articles of Incorporation, and the Proposed Amended and Restated Bylaws, as set forth in the attached? (The Board recommends voting "Yes" to Proposed Amended and Restated Deed of Restrictions, the Proposed Amended and Restated Articles of Incorporation, and the Proposed Amended and Restated Bylaws.)

☐ YES

☐ NO

2. Should the members waive the statutory year-end financial reporting requirement for a **compilation** and permit the Board to present the year-end financial statements in a **report of cash receipts and expenditures** format for the fiscal year ending **December 31, 2026**?

☐ YES

☐ NO

Date: _____.

SIGNATURE(S) OF OWNER(S) OR VOTING MEMBER:

Signature: _____ Print Name: _____

Signature: _____ Print Name: _____

Signature: _____ Print Name: _____

*Failure to check either (a) or (b), or, if (b) is checked, failure to write in the name of the proxy, is an appointment of the **Secretary** of the Association as your proxyholder.

DO NOT COMPLETE THIS SECTION. This section is only to be filled in by the proxyholder if they wish to appoint a substitute proxyholder.

SUBSTITUTION OF PROXY

The undersigned, appointed as proxy above, designates _____ to substitute for me in the proxy set forth above.

Date: _____.

PROXYHOLDER

THIS PROXY/MEETING BALLOT IS REVOCABLE BY THE OWNER AND IS VALID ONLY FOR THE MEETING FOR WHICH IT IS GIVEN AND ANY LAWFUL ADJOURNMENT. IN NO EVENT IS THE PROXY VALID FOR MORE THAN NINETY (90) DAYS FROM THE DATE OF THE ORIGINAL MEETING FOR WHICH IT WAS GIVEN.

**-PROPOSED AMENDED AND RESTATED
DEED OF RESTRICTIONS**

FOR

RIVERBEND HOMEOWNERS ASSOCIATION OF LEE COUNTY, INC.

**SUBSTANTIAL REWORDING OF DECLARATION
SEE ORIGINAL DECLARATION FOR PRESENT TEXT**

For the purpose of enhancing and protecting the value, attractiveness and desirability of the Parcels, this Community was created by a Deed of Restrictions recorded on June 15, 1981, in O.R. Book 1520, Page 2321 *et seq.*, Public Records of Lee County, Florida, and subsequently amended and recorded at O.R. Book 1727, Page 3966 *et seq.*, O.R. Book 3375, Page 3796 *et seq.*, and O.R. Book 3443, Page 1296 *et seq.*, all of the Lee County Public Records.

The Community is further described in Plat Book 34, Pages 13 of the Public Records of Lee County, Florida. A copy of the Plat and the legal description for the Community are attached as Exhibit "A." The Association is a homeowners association as defined in Chapter 720, Florida Statutes, governing property described as follows:

PARCEL ONE: A TRACT OR PARCEL OF LAND LYING IN SECTION 6, TOWNSHIP 44 SOUTH, RANGE 25 EAST, AND GOVERNMENT LOT 5, SECTION 31, TOWNSHIP 43 SOUTH, RANGE 25 EAST, LEE COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE NORTHWEST CORNER OF SAID SECTION 6, RUN S 89°29'50" EAST ALONG THE LINE COMMON TO SECTIONS 6 AND 31 FOR 1341.72 FEET TO THE SOUTHWEST CORNER OF GOVERNMENT LOT 5 OF SAID SECTION 31; THENCE RUN N 0°18'10" E ALONG THE WEST LINE OF SAID GOVERNMENT LOT 5 OF SECTION 31 FOR 2666.11 FEET TO THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 5; THENCE RUN S 89°25'30" E ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 5 FOR 1290.27 FEET TO THE WESTERLY RIGHT OF WAY OF COON ROAD AS PRESENTLY MAINTAINED; THENCE RUN S 0°29'10" W ALONG SAID WESTERLY RIGHT OF WAY OF COON ROAD FOR 889.87 FEET TO THE SOUTHERLY TERMINUS OF SAID COON ROAD; THENCE RUN S 89°30'50" E FOR 30.00 FEET TO AN INTERSECTION WITH THE SOUTHWESTERLY LINE OF A DRIVEWAY EASEMENT 16 FEET WIDE DEFLECTING 35°51' TO THE LEFT FROM THE EAST LINE OF GOVERNMENT LOT 5; THENCE RUN S 0°29'10" W ALONG SAID EAST LINE OF GOVERNMENT LOT 5 FOR 750 FEET, MORE OR LESS, TO THE WATERS OF THE CALOOSAHATCHEE RIVER; THENCE RUN WESTERLY, SOUTHWESTERLY AND SOUTHERLY ALONG SAID WATERS OF THE CALOOSAHATCHEE RIVER FOR 1400 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE SOUTH LINE OF SAID GOVERNMENT LOT 5, ALSO BEING THE NORTH LINE OF SAID SECTION 6; THENCE CONTINUE SOUTHWESTERLY, SOUTHERLY, SOUTHWESTERLY, NORTHWESTERLY, AND WESTERLY ALONG SAID WATERS OF THE CALOOSAHATCHEE RIVER FOR 3400 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE WEST LINE OF SAID SECTION 6; THENCE RUN N 0°07'00" EAST ALONG SAID WEST LINE OF SECTION 6 FOR 1680 FEET, MORE OR LESS, TO THE AFOREMENTIONED NORTHWEST CORNER OF SECTION 6 AND THE POINT OF BEGINNING.

PARCEL TWO: BEGIN AT THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 43 SOUTH, RANGE 25 EAST, THENCE N 0°07' WEST 2661 FEET ALONG THE WEST LINE OF SAID SECTION TO THE QUARTER-SECTION; THENCE N 0°07' EAST 525.39 FEET; S 89°53' EAST 40.5 FEET; THENCE EASTERLY BY A CURVE TO THE LEFT WITH THE FOLLOWING ELEMENTS: RADIUS 170 FEET, ARC DISTANCE 432.79 FEET, CHORD BEARINGS AND DISTANCE N 81°34'37" EAST 325.02 FEET; THENCE N 42°29'45" EAST 245.5 FEET; THENCE ALONG THE WESTERLY BOUNDARY OF UNIT 2, RIVERBEND SUBDIVISION SOUTH 47°30'15" EAST 180.02 FEET; SOUTH 42°29'45" WEST 130 FEET; S 47°30'15" EAST 43.89 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY BY A CURVE TO THE RIGHT WITH A RADIUS OF 236.73 FEET AN ARC DISTANCE OF 384.78 FEET; THENCE SOUTH 45°37'30" WEST 300 FEET; SOUTH 44°22'30" EAST 130 FEET;

THENCE SOUTHERLY BY A CURVE TO THE LEFT WITH THE FOLLOWING ELEMENTS: RADIUS 230 FEET, ARC DISTANCE 178.0 FEET, CHORD BEARING AND DISTANCE S 23°27'15" WEST 173.59 FEET; THENCE BY A CURVE TO THE LEFT WITH THE FOLLOWING ELEMENTS: RADIUS 50 FEET, ARC DISTANCE 86.94 FEET, CHORD BEARING AND DISTANCE S 0°33'51" EAST 76.39 FEET; THENCE WESTERLY BY A CURVE TO THE LEFT WITH THE FOLLOWING ELEMENTS: RADIUS 25 FEET, ARC DISTANCE 31.17 FEET, CHORD BEARING AND DISTANCE N 86°05'46" WEST 29.19 FEET TO A POINT OF REVERSE CURVATURE; THENCE BY A CURVE TO THE RIGHT WITH A RADIUS OF 230 FEET AN ARC DISTANCE OF 39.54 FEET TO A POINT OF REVERSE CURVATURE; THENCE BY A CURVE TO THE LEFT WITH A RADIUS OF 100 FEET AN ARC DISTANCE OF 75.69 FEET TO A POINT OF REVERSE CURVATURE; THENCE BY A CURVE TO THE RIGHT WITH A RADIUS OF 60 FEET AN ARC DISTANCE OF 74.11 FEET; THENCE S 9°25' EAST 150 FEET; NORTH 62°25' EAST 242.07 FEET; S 75°32'30" EAST 172.31 FEET; EAST 120 FEET; NORTH 42°30' E 130 FEET S 89°35' E 189.57 FEET; N 24°11'30" EAST 235 FEET; N 68°11'30" E 220 FEET; THENCE S 0°41'30" W ALONG THE EAST LINE OF GOVERNMENT LOTS 3 & 4 A DISTANCE OF 2512.66 FEET; THENCE N 89°13' WEST ALONG THE SOUTH LINE OF SECTION 31, TOWNSHIP 43 SOUTH, RANGE 25 EAST, A DISTANCE OF 1309.69 FEET TO THE POINT OF BEGINNING.

The aforementioned properties also include the following subdivisions and condominiums: (1) Riverbend East, as more particularly described in the Deed of Restrictions recorded at O.R. Book 1520, at Page 2321 *et seq.*, of the Lee County Public Records, which was subsequently amended at O.R. Book 1727, Page 3966 *et seq.*, O.R. Book 3375, Page 3796 *et seq.*, and O.R. Book 3443, Page 1296 *et seq.*, all of the Lee County Public Records. The Plat for Riverbend East is recorded at Plat Book 34, Page 13 *et seq.*, of the Lee County Public Records. (2) Yachtsmans Cove Condominium, Unit I, as more particularly described in the Declaration of Condominium recorded at O.R. Book 1723, Page 680 *et seq.*, of the Lee County Public Records. (3) Yachtsmans Cove Condominium, Unit II, as more particularly described in the Declaration of Condominium recorded at O.R. Book 1786, Page 2143 *et seq.*, of the Lee County Public Records. (4) Indian Creek Golf Villas Unit I, A Condominium, as more particularly described in the Declaration of Condominium recorded at O.R. Book 1786, Page 3592 *et seq.*, of the Lee County Public Records. (5) The Village at Indian Creek, A Condominium, as more particularly described in the Declaration of Condominium recorded at O.R. Book 1892, Page 3710 *et seq.*, of the Lee County Public Records. (6) Indian Creek Golf Villas Unit II, A Condominium, as more particularly described in the Declaration of Condominium recorded at O.R. Book 2152, Page 1027 *et seq.*, of the Lee County Public Records. (7) Yachtsmans Cove Condominium, Unit III, as more particularly described in the Declaration of Condominium recorded at O.R. Book 2176, Page 1188 *et seq.*, of the Lee County Public Records. (8) Waterway Cove Subdivision, as more particularly described in the Deed of Restrictions recorded at O.R. Book 2421, Page 3246 *et seq.*, and re-recorded at O.R. Book 2427, Page 2302 *et seq.*, and O.R. Book 2486, Page 2347 *et seq.*, of the Lee County Public Records. The Plat for Waterway Cove of Riverbend Subdivision is recorded at Plat Book 52, Page 54 *et seq.*, of the Lee County Public Records. (9) Marsh Pointe, as more particularly described in the Declaration of Covenants and Restrictions recorded at O.R. Book 2642, Page 1611 *et seq.*, of the Lee County Public Records. The Plat for Marsh Point, Unit I Subdivision is recorded at Plat Book 57, Page 38 *et seq.*, of the Lee County Public Records. The Plat for Marsh Point Unit II Subdivision is recorded at Plat Book 59, Page 66 *et seq.*, of the Lee County Public Records. (10) Riverwatch, as more particularly described in the Declaration of Covenants and Restrictions recorded at O.R. Book 2913, Page 3913 *et seq.*, of the Lee County Public Records. The Plat for Riverwatch Phase One Subdivision is recorded at Plat Book 59, Page 68 *et seq.*, of the Lee County Public Records. The Plat for Riverwatch Phase Two Subdivision is recorded at Plat Book 59, Page 70 *et seq.*, of the Lee County Public Records. (11) The Village, as more particularly described in the Declaration of Covenants and Restrictions recorded at O.R. Book 3247, Page 1063 *et seq.*, of

the Lee County Public Records. The Plat for The Village at Indian Creek is recorded at Plat Book 66, Page 64 *et seq.*, of the Lee County Public Records. (12) Villas at Mediterranean Cove, as more particularly described in the Declaration of Covenants, Conditions and Restrictions recorded at O.R. Book 4490, Page 3113 *et seq.*, of the Lee County Public Records. (13) Mariner's Cove, A Condominium, as more particularly described in the Declaration of Condominium recorded at Instrument # 2005000052997 of the Lee County Public Records.

All real property in the Community shall be held, owned, sold, transferred, conveyed and occupied subject to the covenants, conditions and restrictions hereinafter set forth, which shall be binding upon Persons having any right, title or interest in or to the subject real property, and their heirs, successors and assigns and shall constitute covenants running with the land.

No additional land is being added to the Community by this instrument and no land is being removed by this instrument. The covenants, conditions and restrictions contained in this Declaration shall run with the land and be binding upon and inure to the benefit of all present and future Owners. The acquisition of title to a Parcel or any other ownership interest in the Community, or the lease, occupancy or use of any portion of a Parcel or the Community, constitutes an acceptance and ratification of all provisions of this Declaration and the Governing Documents, as amended from time to time, and an agreement to be bound by their terms. No recorded easements to or from third parties or other binding agreements are intended to be impaired by the recording of this Declaration.

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

1.1 "Act," or "Homeowners' Association Act" means Chapter 720 Florida Statutes, as it existed at the time this Declaration was originally recorded in the Lee County Public Records, except where otherwise specifically provided in this Declaration, the Articles of Incorporation, or the Bylaws of the Association. Except when specific incorporation of the Act or its procedures are set forth in the Governing Documents, it is the intention of this Declaration that the Community and Association be operated in conformance with the law as it existed when the Community was created to the extent necessary to avoid impairment contract rights or vested rights or the invalidity of any provision of this Declaration or future amendments thereto.

1.2 "Annual Assessment" means the Assessment adopted annually by the Board, through the budget for the payment of Common Expenses, against all Owners on a 1/355th basis.

1.3 "Articles" means the Articles of Incorporation of the Association, a copy of which are attached hereto as Exhibit "B" and made a part hereof, as they may be amended from time to time.

1.4 "Architectural Review Committee" or "ARC" means the Board, or a Committee appointed by the Board, for the purposes set forth in this Declaration as to the Architectural Review Committee.

1.5 “Architectural Guidelines” or “Guidelines” means standards and specifications promulgated by the Board relative to the external appearance of any Lot, Home or other Improvement or other regulated item located on a Parcel, including, but not limited to, the location, size, type, or appearance. Any Guidelines adopted by the Board shall be considered the legal equivalent of Rules and Regulations.

1.6 “Assessment” means a share of the funds required for the payment of Common Expenses, including reserves, which from time to time are assessed by the Association against an Owner, which includes Assessments levied pursuant to the annual budget which may be referred to as Annual Assessment, or Special Assessments, as defined herein.

1.7 “Association” or “Master Association” shall mean and refer to Riverbend Homeowners Association of Lee County, Inc., a Florida not-for-profit corporation, which is responsible for the operation of the Community.

1.8 “Board” means the representative body which is responsible for the administration of the Association’s affairs.

1.9 “Bylaws” means the Bylaws of the Association, a copy of which are attached hereto as Exhibit “C” and made a part hereof, as they may be amended from time to time.

1.10 “Charge” means any legal or equitable indebtedness or monetary obligation of an Owner to the Association, or other sums owed to or due to the Association from an Owner, or any cost or expense incurred by the Association on behalf of or because of an Owner, other than Assessments for Common Expenses, which the Owner is obligated to pay to the Association. Said obligations may arise by oral or written contract, by law or in equity, or may be created by these Governing Documents.

1.11 “Committee” means a group of Board members, Owners, or Board members and/or Owners and/or other Persons appointed by the Board to make reports or recommendations to the Board, to take action on behalf of the Board, or to take such actions as the Resolution creating the Committee, or the Directors of the Board, may dictate.

1.12 “Common Areas” means all real property including any improvements and fixtures thereon, owned, leased or the use of which has been granted or dedicated to the Association for the common use and enjoyment of its Members.

1.13 “Common Expenses” means the expenses incurred by the Association in the course of performing its duties under the Governing Documents and the law. Common Expenses of the Association include the costs of operating the Association, the costs of administration, maintenance, operation, repair and replacement of the Common Areas which are the responsibility of the Association, other expenses declared by the Governing Documents to be Common Expenses, and any other valid expenses or debts of the Association which are assessed against the Owners, including, but not limited to, the provision of access control services and personnel affiliated with same. The expenses of Communications Services are specifically considered a Common Expense, if so designated by the Board. Common Expenses also include maintenance of property outside of the Community, and participating in governmental proceedings or otherwise

contesting the development or use of property outside the Community, where the Board finds a nexus to the value of Parcels in the Community.

1.14 “Communications Services” means those services described in Section 202.11, Florida Statutes, and for the purpose of this Declaration, shall be deemed to include, but not be limited to, bulk video, voice, or internet services.

1.15 “Community” means the real property that is subject to the Declaration, both Parcels, Units and Common Areas, also known as the “Riverbend East Subdivision.”

1.16 “Condominium Parcel” or “Unit” means a condominium unit, together with the undivided share in the common elements appurtenant to the unit and other appurtenances to the unit.

1.17 “Declaration” means this Deed of Restrictions, as the same may be amended from time to time.

1.18 “Family” or “Single Family” shall refer to any one (1) of the following:

1.18.1 One (1) natural person, his or her spouse or domestic partner, if any, and his, her, or their parent, grandparent, children, custodial minor children (including foster children), grandchild, or sibling (such persons being related by blood, marriage, adoption, or legal custody), who do and plan to indefinitely and continuously reside together as a single financially and socially interdependent housekeeping unit, with the intention of living within the bonds of family.

1.18.2 Not more than two (2) natural persons not meeting the requirement of Article 1.18.1 above, who do and plan to indefinitely and continuously reside together as a single financially and socially interdependent housekeeping unit, with the intention of living within the bonds of family.

1.18.3 The reference to “natural” herein is intended to distinguish between an individual and a corporation or other artificial entity. A “Family member” is a Person who resides in a Home as part of the Owner’s Family, but is not a title holder.

1.19 “Fractional Ownership” or “Parcel Sharing” means any arrangement (whether written or verbal) whereby multiple individuals, families, artificial entities, or other combinations acquire title to a Parcel (or any other possessory or use right in a Parcel) with the intention of allocating use rights among legal or beneficial owners, or others, whether pursuant to verbal or written agreements, regarding the sharing of use and possession rights for a Parcel.

1.20 “Governing Documents” means and includes this Declaration, the Articles, the Bylaws, Rules and Regulations, and all recorded exhibits to the Declaration, as amended from time to time.

1.21 “Guest” means any Person who is not the Owner or a Tenant of a Parcel or a member of the Owner’s or Tenant’s Family, who is physically present in, or occupies a Parcel on

a temporary basis at the invitation of the Owner or other legally permitted Occupant, without the payment or existence of consideration.

1.22 “Home” or “Dwelling” means any Structure located on a Lot, including a single-family detached unit, located within the Community and intended for use as a residence by one (1) Family. If a Home is a free-standing zero lot line, or attached single family home or villa located on a Parcel, the words “Unit” or “Home” shall be interpreted as if followed immediately by the words “and the Lot or Parcel on which it is located.”

1.23 “Improvement” means any component built on, added to, or constructed on a Parcel, whether or not permanently affixed to the land, including, but not limited to, swimming pools, spas, fences, and recreational equipment or apparatus.

1.24 “Lease” when used in the context of the renting of Parcels, means the grant by an Owner of a right of use of the Owner’s Parcel for consideration. Leasing shall be construed to include any licensing or other arrangement with a third party where Persons other than the Owner are permitted to occupy the Parcel for the payment of consideration to any party. Any Person who qualifies as a Tenant as described in Article 1.46 shall be deemed to be leasing a Parcel. Tenants are governed by, and must comply with, the Governing Documents of the Association, as well as any and all general laws and local ordinances. All leases shall provide, or shall be deemed to provide, that the Tenants have read and agreed to be bound by the Governing Documents.

1.25 “Lien for Charges” means a lien, which is recorded to secure a Charge.

1.26 “Lot” means one (1) or more of the platted portions of land within the Community, upon each of which a single-family Home has been or is intended to be constructed, as designated by the Plat.

1.27 “Maintenance” shall mean, unless the context of a provision in the Governing Documents requires otherwise, the required cleaning, heavy cleaning, painting where applicable, routine maintenance, ongoing maintenance, preventative maintenance, as well as repair or replacement. Whenever an Owner is obligated by the Governing Documents or law to maintain, repair or replace portions of the Community, the Board shall have the authority to establish reasonable standards for such maintenance, repair, or replacement.

1.28 “Material Alteration or Substantial Addition” means to palpably or perceptively vary or change the use, form, shape, elements or specifications of a portion of the Common Areas from its original design or plan, or existing condition, in such a manner as to appreciably affect or influence its function, use or appearance.

1.29 “Member” means those Persons who are entitled to membership in the Association as provided in its Articles of Incorporation and Bylaws.

1.30 “Neighborhood” means a condominium, cluster housing, group of single-family homes, or any other residential sub-area development within the Community, where all the Parcels are subject to a single common recorded Neighborhood Governing Documents. The following Neighborhoods exist in the Community:

Name of Neighborhood	Neighborhood Governing Declaration/ Plat (if any)
Riverbend East	O.R. Book 1520, at Page 2321 <i>et seq.</i> , of the Lee County Public Records, amended at O.R. Book 3375, Page 3796 <i>et seq.</i> , O.R. Book 3443, Page 1296 <i>et seq.</i> <i>Plat Book 34, Page 13 et seq.</i>
Yachtsmans Cove Condominium, Unit I	O.R. Book 1723, Page 680 <i>et seq.</i> , of the Lee County Public Records
Yachtsmans Cove Condominium, Unit II	O.R. Book 1786, Page 2143, <i>et seq.</i> , of the Lee County Public Records
Indian Creek Golf Villas Unit I, A Condominium	O.R. Book 1786, Page 3592 <i>et seq.</i> , of the Lee County Public Records
The Village at Indian Creek, A Condominium	O.R. Book 1892, Page 3710 <i>et seq.</i>
Indian Creek Golf Villas Unit II, A Condominium	O.R. Book 2152, Page 1027 <i>et seq.</i> , of the Lee County Public Records
Yachtsmans Cove Condominium, Unit III	O.R. Book 2176, Page 1188 <i>et seq.</i> , of the Lee County Public Records

Waterway Cove Subdivision	O.R. Book 2427, Page 2302 <i>et seq.</i>, of the Lee County Public Records Plat Book 52, Page 54 <i>et seq.</i>
Marsh Pointe	O.R. Book 2642, Page 1611 <i>et seq.</i> , of the Lee County Public Records The Plat for Marsh Point, Unit I Subdivision is recorded at Plat Book 57, Page 38 <i>et seq.</i> , of the Lee County Public Records. The Plat for Marsh Point Unit II Subdivision is recorded at Plat Book 59, Page 66 <i>et seq.</i> , of the Lee County Public Records
Riverwatch	O.R. Book 2913, Page 3913 <i>et seq.</i> , of the Lee County Public Records. The Plat for Riverwatch Phase One Subdivision is recorded at Plat Book 59, Page 68 <i>et seq.</i> ,
Mariner's Cove, A Condominium	Declaration of Condominium recorded at Instrument # 2005000052997 of the Lee County Public Records
The Village	Declaration of Covenants and Restrictions recorded at O.R. Book 3247, Page 1036 <i>et. seq.</i> of the Lee County Public Records.
Villas at Mediterranean Cove	Declaration of Covenants, Conditions and Restrictions recorded at O.R. Book 4490, Page 3113 <i>et seq.</i> of the Lee County Public Record

1.31 “Neighborhood Common Areas” means that real property, including any Improvements and fixtures thereon, which is owned or leased by, or dedicated to, a Neighborhood Association for the common use and enjoyment of its Members. If any Neighborhood has been submitted to the condominium form of ownership, the term includes the common elements of the condominium.

1.32 “Neighborhood Governing Documents” means any and all covenants, conditions, restrictions, and other provisions imposed by a recorded Declaration of Covenants, Declaration of Condominium, or other similar instrument, applicable to one or more specific Neighborhoods. The term also means any and all exhibits to the recorded Declaration, including the recorded Articles of Incorporation and Bylaws of the Neighborhood Association.

1.33 “Occupant” means the Person(s) occupying a Parcel as a Resident or Guest.

1.34 “Occupy” when used in connection with a Parcel, means the act of staying in the Home for two (2) or more consecutive days, including an overnight stay of at least one (1) night.

1.35 “Officer” means the executive Officers and Assistant Officers (if any) appointed by the Board as provided in the Bylaws.

1.36 “Owner” means the record Owner of legal title to a Parcel.

1.37 “Parcel” means the Lot, the Home and all Improvements thereon and all appurtenances thereto, and in the condominium context, shall be the Condominium Parcel. There are 355 Parcels in the Community.

1.38 “Person” means any individual or representative of an entity, including Owners, family members, Tenants, Guests, and Invitees. Whenever the word “Person” is used to require, prohibit, or prescribe certain conduct, the Owner of the Parcel with which such Person is affiliated shall be responsible for ensuring such Person’s compliance with the Governing Documents.

1.39 “Plats” means all legal descriptions, site plans, surveys, and graphic depictions of record describing the Property. The Plats or portions thereof are attached, summarized, or shown with illustrative examples in Exhibit “A” to this Declaration. All Plats of record are incorporated by reference whether or not attached or separately described. The Plats may not reflect the actual configuration or use of the Property, as deviations from original as-built conditions or uses may have been made over time.

1.40 “Policies and Procedures” means the policies of the Board adopted in writing from time to time, including those documented in minutes of the Board or correspondence issued under the authority of the Board. The Policies and Procedures which prescribe or proscribe conduct or regulate the use of Parcels or Common Areas in the Community shall be considered part of the Rules and Regulations, and thus part of the Governing Documents.

1.41 “Primary Occupant” means one (1) or more natural person(s) designated for occupancy of a Home when title to the Lot is held in the name of two (2) or more Persons who are not spouses, or when title is held by a trust, corporation or other entity which is not a natural person, except where the context clearly indicates otherwise, the term “Owner” includes “Primary Occupant.”

1.42 “Resident” means any Person who is occupying a Parcel for thirty (30) days, whether or not consecutive, in any calendar year and shall include, as applicable, Owners, Tenants and members of their respective Families who reside in the Home.

1.43 “Rules and Regulations” those rules and regulations promulgated by the Board, concerning the appearance, and maintenance of the Parcels, Condominium Parcels, and Common Areas, and the administration and operation of the Association, subject to any limitations contained in this Declaration. The Guidelines and Policies and Procedures which prescribe or proscribe conduct or regulate the use of Parcels or Common Areas in the Community shall be considered part of the Governing Documents.

1.44 “Special Assessment” means an Assessment levied by the Board for Common Expenses and not funded by the Annual Assessment.

1.45 “Structure” means any Improvement constructed on a Lot which is affixed to the land and is of a nature that it would normally be intended to remain permanently affixed to the land.

1.46 “Tenant” or “Lessee” means a Person occupying a Parcel, other than the Owner where said occupancy by the non-Owner involves consideration, including, but not limited to, the payment of money, the exchange of goods or services, or the provision of direct economic or indirect economic benefit, including tax benefits and the furtherance of business interests, including, but not limited to, use of a Parcel as an employee or customer rewards or incentive, or as a prize for a charity auction or similar event. The term “Tenant” shall be used interchangeably with “Lessee.” If a Tenant, Guest or Invitee fails to abide by the Governing Documents, the Owner(s) shall be responsible for the conduct of the Tenants, Guests, or Invitees and shall be subject to all remedies set forth in the Governing Documents and Florida law, without waiver or any remedy available to the Association.

1.47 “Unit” means a Home which has been subjected to condominium ownership. Unless the context clearly requires otherwise, the term “Home” and “Unit” shall be synonymous.

1.48 “Voting Interests” means the arrangement established in the Governing Documents by which the Owners of each Parcel or Unit collectively are entitled to one (1) vote in the Association matters. There are 355 Parcels, so the total number of Voting Interests is 355.

1.49 “Work” means any grading, staking, clearing, excavation, site work, planting or removal or addition of plants, trees, shrubs or other landscaping materials, or construction, installation or material modification or betterment (including painting) of any Structures or other Improvements on a Parcel or the addition of any Structures or other Improvements visible from the outside of the Parcel.

2. MEMBERSHIP AND VOTING RIGHTS

2.1 Member. Every Owner of a Parcel or Unit subject to assessment shall be a Member of the Association. Membership is appurtenant to and not divisible from ownership of a Parcel or Unit that is subject to assessment. Owners agree to maintain such membership in good standing as long as they own such property.

2.2 Transfer. Transfer of ownership, whether voluntary or by operation of law, shall terminate membership in the Association and said membership is then vested in the transferee.

2.3 Multiple Owners. When more than one Person or entity shall at any time be the Owner of a Parcel subject to a membership interest, the vote attributed to such Parcel or Unit shall be exercised as provided in the Bylaws.

3. ASSESSMENTS

3.1 Common Expense. The costs and expenses incurred by the Association with regard to the ownership, operation, maintenance and repair of the Common Areas, and the administration of affairs of the Association shall constitute Common Expenses. Other expenses

properly and reasonably incurred by the Association in performing and carrying out its duties and obligations as specified in this Declaration shall constitute Common Expenses.

3.2 Allocation of Assessments. Except for any maintenance surcharge which may be imposed on any Parcel or Unit pursuant to this Declaration of Covenants, assessments of the Association shall be apportioned on a 1/355 basis.

3.3 Purpose of Assessment. There is hereby imposed upon each Parcel/Unit and its Owner, the affirmative covenant and obligation by acceptance of a deed or title to a Parcel or Unit to pay to the Association; and upon the Association the obligation to assess, collect and expend for the Association's Expenses as listed but not necessarily limited to:

3.3.1 Charges levied for utility services to the Common Areas, whether supplied by a private or public firm, including without limitation, charges for water, gas, electricity, telephone, sewer and any other type of utility or service charge for Common Areas. Bulk cable television may be provided by the Association, as a Common Expense, if approved by a majority of the Voting Interests present (in person or by proxy) and voting at a duly noticed meeting of the Association at which a quorum is present. Lots with no Homes located thereon or undeveloped land shall not be assessed for bulk cable television until a Certificate of Occupancy is issued for the Home.

3.3.2 The premiums on any policy or policies of insurance required herein, together with the costs of such other policies of insurance as the Board shall determine to be in the best interest of the Association.

3.3.3 The cost to the Association of purchasing adequate fidelity insurance or bonds to protect against dishonest acts on the part of Officers, Directors, trustees, agents and employees of the Association and other Persons who operate or are responsible for operating the Association.

3.3.4 Expenses necessarily incurred in maintaining, preserving, repairing and replacing the Common Areas and other facilities within the jurisdiction of the Association.

3.3.5 Sums necessary to repair, replace, construct or reconstruct buildings or improvements located in the Common Areas to the extent insurance proceeds are insufficient to pay the costs thereof.

3.3.6 The costs of administration for the Association, including any secretaries, bookkeepers and other employees necessary to carry out the obligations and covenants of the Association under the Declaration, Articles or Bylaws. In addition, the Association may retain a manager or management company to assist in the operation of the Association and to perform or assist in the performance of certain obligations of the Association hereunder. The fees or costs of any management company so retained are a Common Expense.

3.3.7 The costs to the Association to indemnify its Officers and members of the Board for costs and expenses incurred in pursuance of their duties, obligations and functions hereunder.

3.3.8 The costs of establishing an adequate reserve fund for replacement and/or capital refurbishment of the Common Areas in amounts determined proper and sufficient by the Board. Each Owner understands that no Owner shall have any separate or divisible interest, claim or right to any such funds comprised of the same.

3.3.9 Special assessments that may be levied to defray Common Expenses for which insufficient funds exist or are expected to be produced under the budget.

3.3.10 Expenses properly incurred by the Association, including, but not limited to, expenses of the operation, maintenance, repair, replacement, protection of the Common Area, costs of carrying out the powers and duties of the Association, and any other expense, whether or not included in the foregoing, designated as Common Expense by the Act, the Declaration, or the Bylaws.

3.3.11 Other costs and expenses determined by the Board to be reasonable and necessary in carrying out and accomplishing the purposes, duties and obligations of the Association that are not inconsistent with this Declaration, the Articles or Bylaws.

3.4 Budget. The Board shall prepare and adopt an estimated annual budget, as required by the Bylaws of the Association, which shall reflect the estimated Common Expenses for the next succeeding year.

3.5 Amendment of Budget. Adjustments may be made by the Board from time to time to allow for any changes for Common Expenses.

3.6 Time of Payment. Assessments shall be payable by Parcel and Unit Owners to the Association in advance as set forth in the Bylaws and as determined by the Board.

3.7 Special Assessments. In addition to the regular assessments the Board may levy a special assessment for defraying in whole or in part Common Expenses not met or expected to be met by Annual Assessments or available reserves.

3.8 Lien. Assessments for Common Expenses, including Regular Assessments, Special Assessments, and Charges and installments thereof, with interest thereon and costs and expenses of collection, including reasonable attorneys' fees and costs incurred in attempting to collect said Assessments or Charges before suit or after the filing of suit, at the trial level, appellate level or otherwise, are hereby declared to be a continuing lien upon the Lot or Unit against which such Assessments or Charges are made. Each Assessment or Charge against a Lot or Unit, together with interest thereon at the highest rate allowed by law, late fees, and costs and expenses of collection thereof, including attorneys' fees, shall be the personal obligation of the Person, Persons or entity owning the Lot or Unit assessed or charged and shall be the joint and several liability of all Owners of the Lot or Unit. Except as provided below, any Person or entity which acquires title to a Lot or Unit, including a purchaser at a judicial sale, shall be jointly and severally liable with their predecessor in title for all unpaid Assessments and Charges against the predecessor for his or her share of the Charges and Assessments, including attorneys' fees and other costs and expenses of collection incurred by the Association up to the time of the transfer, without prejudice to any right the transferee may have to recover from the transferor the amounts paid by the transferee. The

lien shall set forth the assessments due to the Association as of the date the lien is signed and shall be acknowledged by an Officer or agent of the Association. The lien shall secure additional assessments that become due, as well as interest, late fees, attorney fees, and other costs and expenses of collection that are due and become due after recordation of the lien. Upon recordation in the Public Records of Lee County, Florida, the lien shall relate back to the date of recording the original Declaration, except as to the first mortgages of record. As to first mortgages of record, the Association's lien is only effective from and after recording of a claim of lien against the Lot or Unit. Upon full payment of all sums secured by the lien and costs and fees accrued, the party making payment shall be entitled to a recordable satisfaction of lien. If any first mortgagee or other Person, Persons or entity obtains title to a Lot or Unit as a result of a foreclosure of a first mortgage or a deed is given in lieu of foreclosure of a first mortgage of record, such acquirer of title, shall be liable for the share of Assessments or Charges pertaining to such Lot or Unit or chargeable to the former Owner, and which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu of foreclosure of said first mortgage of record as provided in the Act.

3.9 Remedies for Delinquency. In the event any Owner fails to pay Assessments or any installment thereof charged to the Parcel ten days after the same becomes due an administrative late charge as provided by law or \$25.00 or five percent (5%) of the installment, whichever is more, shall become due along with interest at the maximum rate permitted by law, and the Association, through its Board, shall have, but not be limited to, the following remedies.

3.9.1 To accelerate the entire amount of any Assessments for the remainder of the calendar year, notwithstanding any provisions for the payment thereof in installments.

3.9.2 To advance on behalf of said Owner funds to accomplish the needs of the Association. The amount or amounts of money so advanced, including attorneys' fees and expenses which might have been reasonably incurred because of or in connection with such advance, including costs and expenses of the Association if it must borrow to pay expenses because of said Owner, together with interest at the highest rate allowable by law, may thereupon be collected or enforced by the Association and such advance or loan by the Association shall not waive the default.

3.9.3 To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Association in a like manner as the foreclosure of a mortgage on real property or as otherwise provided by law.

3.9.4 To file an action at law to collect said assessments, plus interest at the highest rate allowable by law plus court costs, without waiving any lien rights and/or rights of foreclosure by the Association.

3.9.5 The Association may apply to a court of competent jurisdiction, either in connection with the institution of a foreclosure suit, a personal suit, or otherwise to have rental proceeds of a Parcel in default paid directly to the Association, the court registry, or a receiver, as the court may direct.

3.9.6 The Association may choose any of these courses of action, as the Board deems appropriate, without same constituting a waiver or election of remedies. Tenants who rent Parcels in this Association are deemed to assent to terms of this provision.

3.9.7 Payments received after the due date established by the Board shall be applied first to interest, late fees, costs and attorney fees and then to the principal owed regardless of any restrictive endorsement included with the payment.

4. EASEMENTS, PROPERTY RIGHTS

4.1 Easements for Utilities, Etc. Easements and rights of way are expressly reserved for the creation, construction, and maintenance of utilities, such as gas, water, telephone, electricity, sewers, storm drains, public, quasi-public and private, as well as for any public, expedient for the public health and welfare. Such easements and rights of way shall be confined to the rear six (6) feet of every lot and six (6) feet along the side of every building plot, and along every street of the subdivision.

4.2 Acquisition or Transfer of Real Property. The Association shall have power to acquire real property and transfer real property owned by the Association or otherwise convey real property with the approval of at least two-thirds (2/3) of the Voting Interests present (in person or by proxy) and voting at an Association meeting at which a quorum has been attained. No Owner approval is required to acquire, purchase, or mortgage a Parcel foreclosing a lien or deed in lieu of foreclosure, nor to dispose of such Parcel. No Owner approval is required for the acquisition or disposition of real property necessary, as determined by the Board, to address legal description or survey errors, or boundary or ownership disputes or uncertainties. Leasing of Common Areas may be approved by the Board, as well as the lease fees, use fees, and other fees. The Board has the authority to acquire personal property and to dispose of same, without need for membership approval.

4.3 The right of the Association to regulate parking and traffic on the roads or streets within the Community, including without limitation, the use of access gates (manned or unmanned as determined by the Board in its sole discretion), stop signs, speed limits, speed bumps, or other traffic calming or restriction installations.

5. ARCHITECTURAL CONTROL. The Association, acting through the Board or the Architectural Review Committee (ARC), shall have the authority to review and approve plans and specifications for the location, size, type, or appearance of any structure or other improvement on the Parcel, and to enforce standards for the external appearance of any structure or improvement located on the Parcel, as set forth in the Governing Documents and in any architectural guidelines promulgated by the Board. If there are any conflicts between this Declaration and architectural guidelines, if any, the Declaration will control. The Architectural Review Committee shall consist of at least three (3) Members of the Association appointed by the Board. The majority of the ARC shall constitute a quorum to transact business at any meeting. The Board may act as the ARC and in the absence of the Board's appointment of an ARC, the Board shall be the ARC. The Board in its sole and absolute discretion may remove members of the ARC at any time, with or without cause.

5.1 Purpose. The ARC shall regulate the external design, construction, materials, appearance, use, location, and maintenance of the Parcels and any Structures or Improvements thereon, or Work done thereto, in such a manner as to preserve and enhance values and to maintain a harmonious relationship among structures and the scheme of vegetation and topography.

5.2 Approval Necessary. No Improvement of any kind shall be erected, constructed, placed or maintained on or adjacent to any Parcel, nor shall the exterior of any Home or other Improvement (including any roofing or other building materials) be altered or modified, nor shall any other Improvements on any Parcel be altered, changed, repaired or modified, nor shall any landscaping or vegetation be materially altered, changed or modified or additional landscaping be installed by an Owner, nor shall any exterior changes (including the installation of storm shutters, screen doors, security bars and the like) be made, unless prior to the commencement of any work thereof, two complete sets of plans and specifications therefore, including, as applicable, front, side and rear elevations, time line for completion and floor plans, two complete Parcel plans indicating and fixing the exact location of such improvements, structures or such altered structure on the Parcel with reference to the street and side lines thereof in a form acceptable to the ARC, shall have been first submitted in writing for approval and approved in writing by the ARC. The foregoing prior approval is also intended to specifically apply to painting or any other maintenance or repair which changes the color or exterior appearance of an Improvement, and it is specifically intended that the ARC shall be empowered to approve or disapprove the colors of the exteriors of dwellings and other improvements constructed on the property at the time of any repainting or other resurfacing thereof.

5.3 New Construction Impact Fee. Upon the conveyance of each and every Lot, except as noted below, a purchaser/ new Owner shall pay to the Association a one-time, non-refundable impact fee to mitigate the impact of the construction of a new home / dwelling on a lot in Riverbend. Said impact fee will only be charged only to the new construction of a home / dwelling on a lot to mitigate the impact that such construction will have on the common areas and Association Property, including but not limited to, wear and use of access points, roadways, common areas, and any cleaning or maintenance necessary due to the result of ongoing construction projects. Such impact fee shall be in the amount of \$2,500.00 for the construction of a single-family home, or \$5,000 for a multi-family dwelling, and shall be paid to the Association prior to commencing any construction. This impact fee shall not be considered as a prepayment of assessments. The Association shall have all legal rights and remedies and enforcement rights to secure payment of the new construction impact fee.

5.4 Architectural Review Committee. All required approvals or disapprovals of the ARC must be in writing to be valid for purposes of this Declaration. Decisions of the ARC shall be based on aesthetics, harmony, balance and compatibility of the proposed improvements with the then existing structures within the Community. Improvements or changes shall be performed by licensed contractors or Owner contractor in accordance with plans and specifications prepared by licensed architects, where applicable. The ARC shall either grant such approval or deny the same based upon its sole discretion as to whether the improvements will be aesthetically pleasing, consistent with the architecture of the buildings in the Association, and similar to other such improvements previously allowed.

5.5 Endorsement of Plans. Approvals of plans, specifications and location of improvements by the ARC shall be endorsed on both sets of said plans and specifications, and one set shall be returned to the Person submitting the same. The approval of the ARC of plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the ARC of the right to object to any of the features or elements embodied in such plans or specifications if and when the same features and elements are embodied in any subsequent plans and specifications submitted for approval for use by others. The work to be performed shall be commenced within a reasonable time and once work has started, the project shall continue with adequate manpower, uninterrupted to conclusion within eighteen months with the exception of materials shortage, inclement weather or acts of God.

5.6 Construction to be in Conformance with Plans. After such plans and specifications and other data submitted have been approved by the ARC, no building, outbuilding, garage, fence, wall, retaining wall, or other Improvement or Structure of any kind shall be erected, constructed, placed, altered or maintained upon any Parcel unless the same shall be erected, constructed or altered in conformity with the plans and specifications and Parcel plans approved by the ARC.

5.7 Right of Entry. Any member of the ARC may at any reasonable time enter and inspect any building or property subject to the jurisdiction of the ARC and any building or structure reasonably believed by such member to be a violation of the covenants and restrictions set forth herein.

5.8 Local Building Code. This Article shall not be deemed to excuse any Owner from compliance with local building and construction codes, ordinances and/or regulations and improvements constructed shall conform to the requirements of such laws, codes, ordinances and regulations, nor shall the ARC's approval create any presumption that Owner's plans comply with applicable laws, codes, ordinances and regulations, nor that the work will serve its purpose as intended by Own.

5.9 Restoration in Event of Damage or Destruction. In the event any Improvement on a Parcel is damaged or destroyed, in whole or in part, the Parcel Owner shall take action deemed necessary by the ARC to correct any unsightly or dangerous condition resulting from such damage or destruction. The Parcel Owner shall take corrective action to either restore or remove the condition. The work shall be completed within six-months after the date of the damage or destruction, which may be extended by the ARC for good cause shown. The Owner shall undertake such corrective action as soon, as is practicable in order to avoid an unsightly or dangerous conditions. In the event the Owner fails or refuses to take the required corrective action, as deemed appropriate by the ARC, or in the aftermath of a catastrophic event, such as hurricane, the Association shall have the right, but not the obligation, to go upon the Parcel and remove or correct the damaged or destroyed property, which shall be accomplished at the sole cost and expense of the Owner of the property, in which event, the Association shall have the right to place a lien on the Parcel for the full amount of the corrective work, together with attorneys' fees and costs, if any, which lien shall be enforceable in the same manner as other liens created this Declaration.

5.10 Non-Waiver of Future Approvals. The approval of the ARC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any

other matter requiring the approval and consent of the ARC shall not be deemed to be or constitute approval of any right to withhold approval as to any similar proposals, plans and specifications or matter subsequently or additionally submitted for approval.

5.11 Failure to Approve; Denials, and Appeals. In the event the ARC fails to acknowledge receipt of the requested item within thirty-days (30) after the ARC has acknowledged receipt of a complete application, it shall be considered as being approved. Requests will be reviewed in a timely manner. The ARC may refuse approval of plans and specifications based on architectural standards adopted by the Board, aesthetic grounds, and if any proposed plans violate provisions of this Declaration. Should the ARC be a body other than the Board a decision of the ARC may be appealed by any member to the Board and such appeal must be filed in writing and received by the Board within ten (10) days of the decision of the ARC. The Board shall render a decision with respect to the matter appealed within thirty (30) days after the Board receives such appeal and the decision of the Board will be final. If the Board fails to reach a decision as to the matter within said thirty-day period, the decision of the ARC shall govern.

5.12 Architectural Violations. If an Owner is notified of an architectural violation, the Owner shall remedy the violation to the satisfaction of the Board. Should the Owner not timely remedy the violation, in addition to all other legal remedies available to the Association, the Association shall have the right to remedy the violation. The Association shall have a lien for Charges to secure the repayment of all costs incurred by the Association in remedying the violation.

6. USE RESTRICTIONS

All Owners agree to abide by this Declaration, the Bylaws and Rules and Regulations of the Association as they may be amended from time to time. All Homes and Units shall be used only for single-family residence purposes as permitted by applicable law and in accordance with these Governing Documents, including without limitation, any architectural design guidelines adopted by the ARC. The Association may add to, delete, or modify these use restrictions pursuant to an amendment to this Declaration, or any rules and regulations.

6.1 Architectural Restrictions and Specifications.

6.1.1 Lawns and Landscaping. All lawns in front of a Home shall extend to the pavement line. No pavers, gravel or blacktop parking strips or temporary parking areas are allowed, except as approved by the ARC or Board. Upon the completion of any Improvement or Home, the lawn area on all sides of the Home or Improvement shall be completely sodded with grass, or other approved landscaping, it being the intent that all completed buildings shall be surrounded by green and well-kept lawn and landscaping.

6.1.2 All Homes shall have a minimum of a two (2) foot overhang at the eaves of the roof.

6.1.3 No Home on any Lots shall be permitted which shall contain less than 1,800 square feet of living area.

6.1.4 All Homes must have a minimum of a two (2) car garage which must be attached to the Home.

6.1.5 Setback Requirements. There shall be a minimum setback for all Homes or Dwellings as follows:

6.1.5.1 There shall be a twenty-five (25') foot setback from the front line to the building or any supporting structure.

6.1.5.2 No buildings or Homes may be constructed closer than ten percent (10%) of the width of the lot from the side Lot lines. For example, if a Lot is one hundred (100) feet in width, no building shall be erected within ten (10) feet of each interior (side) lot lines. Notwithstanding the foregoing, in no case shall any main dwelling be closer than seven- and one-half feet (7 1/2) feet to any side lot line.

6.1.6 Owners of canal front Lots, including lots 75 through 99, shall be responsible for protecting their Lots from erosion into the canal. Seawalls, rip-rap or sod to the water's edge is acceptable. Any docks or structures in the water must be approved, in writing, by the Association. No docks or structures in the water which will impair navigation will be permitted.

6.1.7 All proposed construction or major renovation plans must include a dumpster on the site. Owners are responsible for any and all damage caused by their contractor.

6.1.8 From and after the date of recordation of this amendment in the Public Records of Lee County, Florida, the following shall apply: Upon the conveyance of each and every Lot, except as noted below, a purchaser/ new Owner shall pay to the Association a one-time, non-refundable impact fee to mitigate the impact of the construction of a new home / dwelling on a lot in Riverbend. Said impact fee shall be charged only to those Owners constructing new dwellings on a lot to mitigate the impact that such construction will have on the common areas and Association Property, including but not limited to, wear and use of access points, roadways, common areas, and any cleaning or maintenance necessary due to the result of ongoing construction projects. Such impact fee shall be in the amount set forth in Section 5.2 of this Declaration, and shall be paid prior to commencing any construction. This impact fee shall not be considered as a prepayment of assessments. The Association shall have all enforcement rights that it has for violations of covenants to secure the payment of this impact contribution.

6.2 Garages. No garage shall be enclosed or converted into a living or habitable area. Garage doors shall be required to remain in place at all times, and no construction or conversion shall change the interior or exterior of any garage to interfere with the use of it as a storage place for automobiles, nor shall personal items be kept in a garage which would interfere with the ability to park two vehicles therein. Garage doors shall be kept closed except to permit ingress and egress of vehicles. Carports are not permitted without prior written approval of the ARC or Board.

6.3 Animals. No livestock or poultry shall be raised, bred, or kept on any Parcel in any Home or on the Common Area. In the sole opinion of the Board should any pet become a nuisance or source of annoyance to any other Owners or Residents such animals shall be permanently removed from the Parcel, Lot and Community upon five-days' written notice. Except for tropical

fish and small birds, no more than two (2) domestic animals shall be kept as pets. Pet owners shall not allow any pet to use the Common Areas except when on a handheld leash accompanied by its owner and then only so long as the pet does not make a mess or otherwise disturb the Common Areas.

Pet owners shall not allow any pet to enter upon any other Parcel, leave any droppings or otherwise disturb the Common Areas. Pet owners must have with them when they are walking their pet when not on their own Parcel, a means to remove droppings and dispose of them in a sanitary manner, and must in fact do so.

6.4 Vehicles. With the exception of family-type non-Commercial vehicles, no vehicle of any kind shall be parked or stored except inside an enclosed garage, except when entering or leaving the Community. This restriction includes but is not limited to trucks, trailers, boats, racing cars, motor homes and Commercial equipment. Any vehicle with magnetic signs in place will be considered a commercial vehicle. It does not prohibit the parking of commercial vehicles during the performance of service functions of the tradesman, or owners operating same, but such parking must be limited to the actual time during which services are being performed. Exceptions must be received in writing from the management agent or the Board of Directors prior to a deviation to the regulations. Parking vehicles on the streets or cul-de-sacs on a regular (continual) basis is not permitted. Short term parking on streets for guests, deliveries, etc. is allowed. Short term parking on cul-de-sacs is not permitted. Vehicles that are parked in driveways must not extend into the street. To accommodate owners of recreational vehicles and boats on trailers a limited seventy-two (72) hour parking time is allowed for the purpose of loading, unloading and cleaning. The Board shall have the final authority in determining acceptability of any vehicle or allowing for temporary parking of service vehicles.

6.5 Covered Bridge. Commercial vehicles, oversized vehicles and vehicles with trailers are not permitted to use the covered bridge. Violations may result in a fine.

6.6 Signs. No signs of any kind shall be displayed to the public view except one (1) sign of not more than eighteen (18) by twenty-four (24) inches advertising the property for sale of rent. Security signs are permissible, as provided in the Act.

6.7 Television and Other Outdoor Antennae. No wires, masts, towers, antennae, aerial, weathervanes, anemometers, or exposed wiring for any purpose or other equipment or structures may be erected, constructed or maintained on the exterior of any Parcel nor in any of the Common Areas except with the prior written consent of the Board, and except as follows:

No television, radio, satellite, or other antenna or satellite system may be installed on the Common Areas by any Person other than the Association, except as provided herein. Certain television, satellite, or other antenna systems may be erected or installed on Parcels subject to compliance with the following requirements:

Permitted antennas include (collectively hereinafter referred to as “antennas”):

- Direct broadcast satellite dishes (DBS) that are less than one (1) meter in diameter.

- Multi-channel, multi-point distribution service devices (MMDS) that are less than one (1) meter in diameter or diagonal measurement. Such devices may be mounted on “masts” to reach the height needed to establish line of sight contact with the transmitter provided no mast may be higher than twelve (12) feet above the roof line of a residence without prior written approval of the Association.
- Television broadcast antennas for local stations, which may be any reasonable size, which may be secured to a mast located no higher than twelve feet above the roof line. Any mast located higher than twelve feet above the roof line must be approved in writing by the Association.

Location of Antennas. To the extent feasible, all antennas must be placed in locations that are not visible from any street and in a location to minimize annoyance or inconvenience to other Residents of the Community if this placement would still permit reception of an acceptable quality signal.

Safety Requirements. To safeguard the safety of the Owners, Occupants of the residence in which the antenna is located, neighboring property Owners, and other Owners and members in the Community, it shall be the obligation of the Owner to comply with all applicable local, state and federal safety requirements, including, but not limited to, obtaining a permit for the installation of the antenna, if any, hiring licensed contractors with sufficient expertise and adequate insurance to protect their work, installing the antennas away from power lines and other potentially dangerous areas, installing and using the antenna in accordance with safety recommendations and requirements of the antenna manufacturer, and in accordance with the customs and standards for the antenna industry, including compliance with electrical code requirements to properly ground the antenna, and installation requirements to properly secure the antenna. Antennas shall be properly secured and installed so as to cause no damage to the building, such as compromise of its water-proof integrity. An Owner shall indemnify and hold harmless the Association, and all other Owners, for any damage that an antenna causes to the property or to Persons or other property.

6.8 Fences; Hedges. No fence or hedge shall be erected or maintained on the property which will unreasonably restrict or block the view from an adjoining lot. Hedges and fences should be maintained at no greater height than four (4) feet. No wall or fence shall be erected or placed within the front setback lines of any Lot. No hedge “wall”, fence or other wall shall be constructed on any Lot until the height, type, design and location of the same has been approved in writing by the ARC or Board.

6.9 Maintenance of Lot. Each Lot, whether occupied or unoccupied, shall be maintained clean and free from refuse, debris, free of weeds which can be seen from any adjacent street, and unsightly growth with all-natural landscaping, including, but not limited to, sod, flowers and bushes, manicured, and trimmed with nothing stored or brought on a Lot which may be considered a fire hazard. In the event that any Owner shall fail to keep clean and/or maintained any Lot in the manner herein provided for more than fifteen (15) days after having been notified by the Association to do so, in writing, addressed via registered or certified United States mail, mailed to such Owner at Owner's last known address, then the Association thereafter, may (but is not required to) enter upon such premises for the purpose stated in said notice and may perform

such maintenance as identified in the prior written notice at the expense of the Lot Owner. In the event it becomes necessary for the Association to maintain a Lot, the Association shall be entitled to assess the Lot Owner for the expenses incurred by the Association in maintaining the Lot. Any assessment or Charge made hereunder, together with interest, cost, and reasonable attorney's fees shall be a charge on the land and shall be a continuing lien upon the property, against which such assessment is made. Any assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person or entity who was the Owner. The obligation for delinquent assessments shall pass to any successors in title to the Lot and each Owner of that Lot shall be jointly and severally liable for any unpaid assessment which came due prior to the Owner taking title to the Lot.

6.10 Refuse. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, recycle and yard waste containers must be placed in walled-in or shrubbed-in areas, approved by this Architectural Review Committee, so that they shall not be visible from the adjoining properties or from the street, except on days for the collection of trash, garbage or rubbish, as provided by any sanitary service unit and then only when such sanitary service unit requires the container or containers to be placed in front of the Home. Trash, recycle containers and yard waste are to be put at the curb no earlier than 6:00 a.m. of the day prior to collection days and returned to out of sight storage no later than 8:00 p.m. on the day of collection.

6.11 Dangerous Materials. No Owner shall store, keep or dispose of any flammable, combustible, explosive, hazardous or toxic fluids, chemicals or substances except those sold and required for normal household use.

6.12 Outdoor Clothes Drying. No outdoor clothes hanging devices of any nature shall be permitted which is visible from any street. Clothes drying is permitted to the rear of a home, provided that it is not visible from any street.

6.13 Above-Ground Pools. Above-ground pools are not permitted.

6.14 Single Family Use. Each Parcel may be used for single-family residential purposes only. Single family shall mean one (1) natural Person, a group of two (2) or more natural Persons who customarily reside together as a Single-Family housekeeping unit, each of whom is related to each of the others by blood, marriage or adoption, or not more than two (2) Persons not so related, who customarily reside together as a single housekeeping unit.

6.15 Commercial Activity. No business or commercial activity of any kind shall be conducted on or from any Lot nor in or from any residence except as provided herein. Nor may the address or location of the residence or Association's name be publicly advertised as the location of any business or commercial activity. This restriction shall not be construed to prohibit any Owner from maintaining a personal or professional library, from keeping personal business or professional records in his or her residence, or from handling personal, business or professional communication and written correspondence in and from his or her residence. Parcels may not be used for commercial or business purposes, including, without limitation, caring for children or adults or any use that requires an occupational license. Occupants may use Parcels for "home office" or "telecommuting" purposes, if such uses do not involve customers or clients coming onto the property, the posting of any signage in the Community, the storage of equipment, products, or

materials in the Community. Such uses are expressly declared customarily incident to residential use.

6.16 Structural Changes. No structural additions or alterations may be made to any improvements on the Lot without the approval of the Architectural Review Committee or Board, other than erection or removal of non-support carrying interior partitions wholly within the home and other than the interior work done in a Home, which is not visible from the exterior.

6.17 Nuisance. No portion of the Community shall be used for any immoral, indecent, improper, or unlawful purpose and no use or behavior shall be allowed which will create a public or private nuisance, nor which shall unreasonably interfere with the quiet possession or enjoyment of the Community, nor which becomes a source of annoyance to the Residents, which will increase insurance rates, or which will negatively affect the value of Parcels. All property shall be kept in a neat and orderly manner. The Parcels shall be used in accordance with all federal, state, and local laws and ordinances.

6.18 Sheds. No outbuilding, tent, shack, garage, mobile home, trailer, shed, RV or temporary building of any kind may be used as a residence. No structure of a temporary nature, trailer, tent, detached garage, shack, barn or other outbuilding shall be built or maintained on any Lot. Sheds must be approved, in writing, by the ARC or Board.

6.19 Maintenance and Repair of Structures. Each Owner shall be required to maintain all buildings and structures keeping the same clean and free of mold or algae visible from any street. Each Owner shall be required to diligently rebuild or repair any building or structure damaged or destroyed by fire or other casualty so that such building or structure is substantially restored to its original appearance and condition. Prior to commencing repair or reconstruction of any building or structure the Owner shall submit to the Architectural Review Committee copies of all plans and specifications relating to such repair or reconstruction

6.20 Enclosures. No Owner or Occupant may enclose an entranceway, patio, porch, or lanai except with the prior written consent of the ARC or Board.

6.21 Compliance with Law. No use may be made of any Parcel that violates any federal, state or local laws, zoning, ordinances or regulations.

6.22 Subdivision of Lots. No Lot shall be subdivided, or any boundary change

6.23 Drilling or Mining: No oil drilling or development operations or refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall any oil well, tank, tunnel, mineral excavation or shaft be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas or minerals shall be erected, maintained or permitted on any Lot.

6.24 Rules and Regulations. Owners, their Family, Invitees, Guests and Tenants shall abide by Rules and Regulations promulgated from time to time by the Board or committee established by the Board provided, however, that copies of such regulations are available to each Member prior to the time said regulations become effective.

6.25 In the event the Association is required to seek enforcement of any provision of the Declaration, Articles, Bylaws or the Rules and Regulations, then and in that event the offending Owner (for himself or herself or his or her Family, Guests, Invitees or Tenants) shall be liable to the Association for costs incurred in the enforcement action, including reasonable attorneys' fees and costs, whether incurred before the filing of suit, after filing, and in connection with trial or appellate proceeding or otherwise.

7. MAINTENANCE, REPAIR AND REPLACEMENT

7.1 Maintenance of Common Area and Parcels by the Association. Maintenance of the Common Area shall be the responsibility of the Association. The Association shall be responsible for the repair and maintenance of landscaping, trees, shrubs, grass, sprinkler heads, walks, drives and parking areas (other than the walkway and driveway of any Parcel) situated in the Common Area or upon any Parcel. Notwithstanding the above, the Association may contract with one or more independent contractors for the performance of any or all of such maintenance responsibilities.

7.2 Permits, Licenses and Easements. Subject to the provisions of Article 4, the Association shall have the right to grant permits, licenses and easements over, upon, across, under and through the Common Areas for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance and operation of the Property, as so determined by the Board.

7.3 Maintenance of Lots and Parcels by Owners. Subject to the duties and obligations of the Association described herein, every Owner must keep and maintain his or her Lot and Parcel, including, but not limited to, the Home and other improvements thereon, its improvements and appurtenances, at his or her expense, in good order, condition and repair, and must perform promptly maintenance and repair work on his or her Lot and Home. In this regard, each Owner shall be responsible for the maintenance, repair and repainting and shall keep same in a neat and orderly fashion. Any Owner who desires to have additional services to those provided by the Association may contract directly for such additional services.

7.4 Prohibition. Each Owner is prohibited from improving, modifying or maintaining any Common Area or from performing any maintenance duties of the Association without the prior written consent of the Board.

7.5 Owner Liability. Should any Owner do any of the following:

7.5.1 Fail to perform the responsibilities as set forth in this Article or,

7.5.2 Cause any damage to any improvement which the Association has the responsibility to maintain, repair and/or replace; or

7.5.3 Undertake unauthorized improvements or modifications to his or her Lot, Parcel, Home or to the Common Area; then

Except in an emergency, when no notice is required, the Association upon reasonable prior written notice to the Owner, shall have the right, through its agents and employees, to enter upon said Lot, Parcel or Home and cause the required repairs or maintenance to be

performed, or as the case may be, remove unauthorized improvements or modifications. The cost thereof shall be added to and become a part of the assessment to which the Owner is subject, and shall be due and payable within ten days after rendition of a bill therefore by the Association. The costs incident to said repair, maintenance or removal shall be the personal obligation of the Owner to the Association and become a lien against the subject Lot, Parcel or Home with the same force and effect of the lien that would be created by the said Owner's failure to pay the regular or special assessments hereunder when due.

7.6 Each Owner shall be responsible for and pay the cost of maintaining, repairing and replacing everything within the confines of the Home and on the Parcel that is not to be maintained by the Association.

7.7 In the event an Owner fails to maintain the Parcel and the improvements situated thereon, in a manner reasonably satisfactory to the Board or any committee established by the Board, upon direction of the Board the Association shall have the right through its agents and employees, to enter upon said Parcel to maintain and restore the improvements erected thereon. The cost of any maintenance supplied by the Association pursuant to this Article shall be added to and become part of the assessment to which such Parcel is subject.

8. MATERIAL ALTERATIONS OR SUBSTANTIAL ADDITIONS. There shall be no Material Alterations or Substantial Additions to the Common Areas or Association real property by the Association, except as authorized by the Board. Provided, however, that if any such Material Alterations or Substantial Additions require or obligate the expenditure of Association funds of more than five percent (5%) of the Association's budget for the fiscal year in which the work is authorized, including reserves, the Board shall obtain approval of at least two-thirds (2/3) of Voting Interests present (in person or by proxy) and voting at an Association meeting at which a quorum has been attained, or by written agreement of two-thirds (2/3) of the entire Voting Interests. Necessary maintenance of the Common Areas, or Association Property regardless of the level of expenditure, is the responsibility of the Board.

9. ASSOCIATION INSURANCE. The following provisions shall govern insurance covering the Association:

9.1 Insurance policies covering the Common Areas shall be purchased by the Association and be issued by an insurance company authorized to do business in Florida.

9.2 The named insured shall be the Association itself and as agent for Owners without naming them and as agent for their mortgagees without naming them.

9.3 One copy of each insurance policy, or a certificate evidencing such policy, and endorsements thereto, shall be furnished by the Association to each first mortgagee if requested in writing.

9.4 The above paragraph notwithstanding, each member releases and indemnifies the Association, its members, employees and agents and shall hold them harmless for injuries or damages to Persons or property because of the member's neglect, recklessness or intentional acts.

9.5 The Association may maintain insurance covering the following:

9.5.1 Loss or damage by fire and other hazards covered by a standard extended coverage endorsement including wind; and

9.5.2 Such other risks as from time to time are customarily covered with respect to property similar in construction, location and use, including, but not limited to, vandalism and malicious mischief.

9.5.3 The Association shall obtain and maintain adequate insurance or fidelity bonding of Persons who control or disburse funds of the Association. The fidelity bond or insurance policy shall cover the maximum funds that will be in the custody of the Association or its managing agent at any one time. As used in this Article, the term "Persons who control or disburse funds of the Association" includes, but is not limited to, individuals authorized to sign checks, the president, secretary, and treasurer of the Association.

9.5.6 Workers Compensation coverage if required by law.

9.5.6 Umbrella liability in an amount of at least \$1,000,000.

9.5.7 Directors and Officers liability coverage as deemed appropriate by the Board.

9.5.8 Flood insurance if deemed appropriate by the Board.

9.5.9 Other insurance as the Board shall determine from time to time to be desirable.

9.6 When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to:

9.6.1 subrogation against the Association and against the Owners individually and as a group,

9.6.2 pay only a fraction of any loss in the event of co-insurance or if other insurance carriers have issued coverage upon the same risk,

9.6.3 avoid liability for a loss that is caused by an act of the Board, or by a member of the Board or by one or more Owners.

9.7 Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense, except that the amount of increase in the premium occasioned by misuse, occupancy or abandonment of any one or more Parcels or their appurtenances or of the common areas by particular Owners shall be assessed against and paid by such Owners.

9.8 Insurance policies obtained by the Association shall be for the benefit of the Association, the Owners and their mortgagees, as their interests may appear. Proceeds because of damage to the Common Areas shall be held in undivided shares for each Owner, such shares being the same as the undivided shares in the common areas appurtenant to each Parcel.

9.9 The Association is irrevocably appointed agent for each Owner and for each Owner of a mortgage or other lien upon a Parcel and for each Owner of any other interest in the Association property to adjust claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

9.10 The insurance purchased by the Association shall not cover claims against an Owner due to accidents occurring within or upon their Lot or Home nor casualty or theft loss to an Owner's property. It shall be the obligation of the individual Owner if such Owner so desires to purchase and pay for insurance as to such and other risks.

10. OWNER INSURANCE. The following provisions shall govern insurance covering the Owners:

10.1 Liability Insurance. Each Parcel Owner shall be responsible for purchasing and maintaining such policies of liability for accident or injury occurring on or about his or her Parcel, as she may deem appropriate.

10.2 Casualty Insurance. Each Owner shall be responsible for purchasing and maintaining policies of fire and other hazard coverage insurance on his or her Home and all other insurable improvements situated upon his or her Parcel in an amount equal to the full replacement cost thereof. The Association may periodically require proof of such insurance.

11. RECONSTRUCTION AND REPAIR OF COMMON AREA AFTER FIRE OR OTHER CASUALTY. In the event of damage to or destruction of improvements on the Common Area because of fire or other casualty, the Board shall arrange for the prompt repair and restoration of the improvements.

11.1 Any reconstruction or repair must be approved by the Board, substantially in accordance with the plans and specifications for the original improvements; or if not feasible or advising in the opinion of the Board, then in accordance with plans and specifications approved by the Board.

11.2 If the proceeds from insurance, including the deductible, are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, assessments shall be made against the Parcels in sufficient amounts to provide funds for the payment of such costs.

12. COMPLIANCE AND DEFAULT; REMEDIES.

12.1 Obligations of Members; Remedies at Law or In Equity; Levy of Fines and Suspension of Use Rights. Each Member and the Member's Family members, Tenants, Guests and Invitees, are governed by, and must comply with all laws, and the Governing Documents. Actions at law or in equity, or both, to redress alleged failure or refusal to comply with the law or the Governing Documents may be brought by the Association or by any Members against:

12.1.1 The Association. The Association may, but shall not be required to, seek enforcement of the Governing Documents. Without limiting the intended generality of the

foregoing sentence, the Board shall have the discretion, without further liability to the Association, to decline to take action in cases as to which legal counsel has advised of a reasonable probability of failure on the merits, or in situations which involve disputes, complaints, or allegations of violation of the Governing Documents involving the interest of the Owners of two (2) or more different Lots, including, but not limited to, noise complaints, nuisance allegations, and the like;

12.1.2 A Member;

12.1.3 Any Director or Officer who willfully and knowingly fails to comply with the provisions of law or the Governing Documents; and

12.1.4 Anyone who occupies a Parcel as an Owner, Family member, Tenant, Occupant or Guest. Owners shall be jointly and severally liable for violations of the Governing Documents and damage to the Common Areas by their Family members, Tenants, Guests, Invitees and Occupants.

The prevailing party in any such litigation is entitled to recover reasonable attorneys' fees and costs at all levels including fees spent in the determination of entitlement to and amount of attorneys' fees, and in any appeal or supplementary or ancillary proceeding. This Article does not deprive any person of any other available right or remedy. Disputes subject to presuit mediation under the Act shall be subject to that procedure. In any dispute subject to presuit mediation where emergency relief is required, a motion for temporary injunctive relief may be filed with a court without first complying with the presuit mediation requirements of the Act.

12.2 Fining and Suspension. Pursuant to the Act, the Board may, but is not obligated to, impose reasonable fines against and suspend Common Area use rights of any Member or any Members' Tenant, Guest, or Invitee for the failure of the Owner or its Occupant, Licensee or Invitee to comply with any provision of the Governing Documents. A fine may not exceed One Hundred Dollars (\$100) per violation. A fine may be levied for each day of a continuing violation, with a single notice and opportunity for hearing, except that the fine may not exceed One Thousand Dollars (\$1,000) in the aggregate. Fines of One Thousand Dollars (\$1,000.00) or more may become a lien against the Lot. No fine shall be imposed by the Board without at least fourteen (14) days' notice to the person sought to be fined or suspended and an opportunity for a hearing before a Committee of at least three members appointed by the Board who are not Officers, Directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an Officer, Director, or employee. If the Committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. The role of the Committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board. If the Board imposes a fine or suspension, the Association must provide written notice of such fine or suspension by mail or hand delivery to the Owner and, if applicable, to any Tenant, Licensee, or Invitee of the Owner. The Board may establish additional rules or procedures as it deems appropriate to govern the fining and suspension process and ensure compliance with the Act. If, at any time, the Act is amended to require a different procedure prior to the imposition of a fine or suspension, the Association shall operate as required by the Act.

12.3 Availability of Remedies. Each Member, for himself, herself, his or her 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 Community free from nuisances or unreasonable annoyance.

12.4 Remedies Cumulative. All rights, remedies and privileges granted to the Association or Owners under any terms, provisions, covenants, or conditions of the Governing Documents shall be deemed to be cumulative, and the exercise of any one (1) or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising such other additional rights, remedies, or privileges as may be granted by the Governing Documents, or at law or in equity. It shall not be presumed that money damages shall be an adequate remedy for violations of the Governing Documents.

13. AMENDMENTS. Except as elsewhere provided herein, this Declaration may be amended in the following manner:

13.1 Proposal of Amendments. An amendment may be proposed by the President of the Association, the Directors, or by twenty-five percent (25%) of the entire Voting Interests.

13.2 Proposed Amendment Format. Proposals to amend the existing Declaration shall contain the full text of the article to be amended. New words shall be underlined and words to be deleted shall be lined through. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF _____ DECLARATION OF COVENANTS AND RESTRICTIONS. SEE ARTICLE NUMBER ____ FOR PRESENT TEXT."

13.3 Notice. The subject matter of proposed amendments shall be included in the notice of any meeting at which a proposed amendment is to be considered or in connection with documentation for action without a meeting.

13.4 Adoption of Amendments. A resolution for the adoption of a proposed amendment may be adopted by a vote of at least two-thirds (2/3rds) of the Voting Interests of the Association present (in person or by proxy) and voting at a duly noticed meeting at which a quorum has been attained, or by the written agreement of two-thirds (2/3rds) of the entire Voting Interests. Amendments correcting errors, omissions, scrivener's errors, violations of applicable law, conflicts between the Governing Documents, or if determined necessary and desirable by the Board to comply with the requirements of the secondary mortgage market, may be executed by the Officers of the Association, upon Board approval, without need for Association membership vote. The Board may also adopt amendments necessary to comply with the requirements of any governmental entity.

13.5 Effective Date. An amendment when adopted shall become effective after being recorded in the Public Records of Lee County, Florida, according to law.

13.6 Automatic Amendment. Whenever the Act, Chapter 617 or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in this Declaration, the Board may operate the Association pursuant to the less stringent requirements without the need to change this Declaration. The Board, without a vote of the Members, may also adopt by majority vote, amendments to this Declaration as the Board deems necessary to comply with such operational changes as may be authorized by future amendments to Chapters 607, 617 and the Act, or other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.

13.7 South Florida Water Management District Approval. Any amendment proposed to this Declaration which would affect the Surface Water Management System will be submitted to the South Florida Water Management District for a determination of whether the amendment necessitates a modification of the Permit. If a modification is necessary, the South Florida Water Management District will so advise the Association.

14. TERM OF DECLARATION AND TERMINATION

14.1 The Declaration has an initial term of twenty-five (25) years and shall automatically renew for successive 10-year periods unless terminated upon the affirmative written consent of ninety percent (90%) of the entire Voting Interests, and upon the affirmative written consent of first mortgagees holding mortgages encumbering Parcels.

14.2 If this Declaration is terminated in accordance herewith, every Owner by acquiring title covenants and agrees that the termination documents shall require:

14.2.1 That Parcels shall continue to be used solely as single-family residences.

14.2.2 Common Areas shall be owned and held in equal shares by the Owners as tenants in common.

15. ASSOCIATION LIABILITY

15.1 Limitation on Liability. Notwithstanding its duty to maintain and repair the Common Areas, the Association shall not be liable to individual Members, their Family members, Tenants, Guests and Invitees for personal injury or property damage caused by any latent condition of the Common Areas, or caused by the elements or Owners or other Persons.

15.2 Security. Notwithstanding anything contained herein or in the Governing Documents or any other document governing or binding the Association, the 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 Community, including, without limitation, Residents and their Families, Guests, Tenants, Invitees or for any property of any such Persons. Without limiting the generality of the foregoing:

15.2.1 It is the express intent of the Governing Documents that the various provisions thereof which are enforceable by the Association, and which govern or regulate the use of the Common Areas, have been written, and are to be interpreted and enforced, for

the sole purpose of enhancing and maintaining the enjoyment of the Community and the value thereof; and

15.2.2 The Association is not empowered, and has not been created, to act as an entity which enforces or ensures the compliance with the laws of the United States, State of Florida, Lee County, and/or any other jurisdiction or for the prevention of tortious or criminal activities; and

15.2.3 Any provisions of the Governing 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 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 and each other Person having an interest in or lien upon, or making any use of, any portion of the Community 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 Association arising from or connected with any matter for which the liability of the Association has been disclaimed in this provision.

As used in this section, "Association" shall include within its meaning all of the Association's Directors, Officers, Committee members and other Persons the Association may be required to indemnify, to the extent and limit of such indemnity, and without waiving, reducing or otherwise modifying coverage obligations or subrogation rights of any insurer.

16. EMERGENCY POWERS.

16.1 Additional Board Authority. In addition to other authority granted by law and the Governing Documents, the Board has the following power and authority in connection with emergency conditions:

16.1.1 To determine after casualty loss whether the Common Areas or portions thereof can be safely used or occupied. Such decision shall be based upon the advice of emergency management officials or a licensed professional.

16.1.2 To implement disaster protocols prior to, during, or after an impending disaster or emergency.

16.1.3 To adopt, by Board action, emergency assessments with such notice deemed practicable by the Board.

16.1.4 To adopt emergency Rules and Regulations governing the use of the Common Areas and the use, maintenance, clean-up, and restoration of the Parcels, with notice given only to those Directors with whom it is practicable to communicate.

16.1.5 To enter into agreements with local counties and municipalities to assist counties and municipalities with debris removal.

16.1.6 To exercise all emergency powers set forth in the Act.

16.2 In addition to all applicable emergency powers conferred by law and the Governing Documents, the Board shall have all of the powers in the preceding sections of this paragraph, plus the following powers for emergencies regarding any infectious disease outbreak, pandemic, biological or chemical contamination, including sewage, or similar public health risks:

16.2.1 To close or limit use of the Common Areas.

16.2.2 To restrict or ban entry into the Community by Guests and Invitees if deemed necessary by the Board.

16.2.3 To enact and implement restrictions, protocols and procedures the Board may deem appropriate, including, but not limited to, requiring the use of gloves, masks and other protective equipment, quarantines, restrictions or moratoriums on move ins/move outs.

16.2.4 To enact any other rules and regulations as approved by a majority of the Board as the Board determines is in the best interests of the health, safety and welfare of Association, the Owners, and Residents, with as much notice as practical.

16.2.5 To have all of the emergency powers as provided for in the Bylaws and Articles of Incorporation.

16.3 For purposes of this Article 16, an emergency shall be deemed to exist in the following circumstances:

16.3.1 When the locale in which the Community is under a tropical storm or hurricane watch or warning.

16.3.2 When the locale in which the Community is located is under a declared state of emergency from any governmental agency having jurisdiction related to health, safety, and welfare.

16.3.3 When the Common Areas are in danger of significant damage or have been significantly damaged, as determined by the Board, by casualty, act of nature, or act of man, including, but not limited to fires, floods, hurricanes, tropical storms or other severe weather events, floods, erosion, sinkholes, pandemics or other public health threats, or acts of war, terrorism or criminal conduct.

16.3.4 The powers conferred by this Article 16 shall be in force during such time as an emergency exists, as well as in anticipation of an emergency or in response to an emergency which has resulted in damage to the Common Areas, or which continues to present a threat to health, safety and welfare or legal liabilities to the Association.

17. MISCELLANEOUS

17.1 Savings Clause. If any provision of the Governing Documents hereto, as the same now exist or as may be later amended or any portion thereof, shall be held invalid by any Court,

or other governmental agency with proper authority to so hold, the validity of the remainder of said Governing Documents shall remain in full force and effect.

17.2 Heirs, Successors and Assigns. These Governing Documents shall be binding upon the heirs, nominees, successors, administrators, executors and assigns of all Owners.

17.3 Notices. All notices shall be given as provided in the Bylaws.

17.4 Compliance with Fair Housing Laws. There shall be no limitation upon sale, lease, or occupancy of any Parcel based upon race, creed, color, sex, religion, national origin, handicap, or familial status. The Association may make reasonable accommodations, including reasonable waiver of the covenants and restrictions of the Governing Documents, when necessary to afford handicapped individuals the opportunity to enjoy the Community, or to comply with other legal requirements.

17.5 Conflicts. In the event of a conflict between any provision of the Governing Documents and the Act, the Act shall control, except in cases where the Act permits the Governing Documents to regulate the subject, in which case the Governing Documents will control. In the event of a conflict between this Declaration and the other Governing Documents, same shall be governed as provided in the Bylaws.

17.6 Interpretation. The Board is responsible for interpreting the provisions of the Governing Documents. The Board's interpretations shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by Association's legal counsel that an interpretation adopted by the Board is not wholly unreasonable shall conclusively establish the interpretation as valid.

17.7 Captions and Headings. The headings and captions used in the Governing Documents are solely for convenience sake and shall not be considered a limitation of any nature in interpreting the Governing Documents.

17.8 Waiver. The failure of the Association to enforce any right, provision, covenant or condition which may be granted by the Governing Documents shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant or condition in the future.

17.9 Plurality; Gender. Wherever the context so permits, the singular includes the plural, the plural includes the singular, and the use of any gender includes all or no genders.

**PROPOSED AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
RIVERBEND HOMEOWNERS ASSOCIATION OF LEE COUNTY, INC.**

**SUBSTANTIAL REWORDING OF ARTICLES OF INCORPORATION
SEE CURRENT ARTICLES OF INCORPORATION FOR PRESENT TEXT**

These are the Amended and Restated Articles of Incorporation of Riverbend Homeowners Association of Lee County, Inc., originally filed with the Florida Department of State on the 25th day of March 1981, under Charter Number 756953. Amendments included have been added pursuant to Chapter 617, Florida Statutes.

For historical reference, the street address of the initial principal office was 3440 Marinatown Lane NW, North Fort Myers, Florida 33903, and the initial mailing address was 3440 Marinatown Lane NW, North For Myers, Florida 33903. The names of the original incorporators, and their addresses at the time of incorporation, were:

Thomas P. Hollihan	3454 Hancock Bridge Parkway, A-13 North Fort Myers, FL 33903
James A. Neel	1315 Chalon Lane SW For Myers, FL 33907
Mary A. Schultz	4100 Edgewood Avenue, #140 Fort Myers, FL 33901

The name and street address of the initial registered office was Thomas P. Hollihan, 3440 Marinatown Lane NW, North Fort Myers, FL 33903. The name and address of the current registered office is NextGen Community Management, LLC, 9410 Corkscrew Palms Circle #201, Estero, Florida 33928. The Board of Directors may, from time to time, change the designation of the principal office, the mailing address of the corporation, the registered office and the registered agent, in the manner provided by law.

1. NAME. The name of the corporation is RIVERBEND HOMEOWNERS ASSOCIATION OF LEE COUNTY, INC. For convenience, the corporation shall be referred to in this instrument as the “Association,” the Deed of Restrictions for Riverbend Homeowners Association of Lee County, Inc. as “Declaration,” these Articles of Incorporation as the “Articles,” and the Bylaws of the Association as the “Bylaws.”

2. PURPOSE. The purpose for which the Association is organized under the laws of Florida to serve as a “Homeowners’ Association” as described in Section 720.301, Florida Statutes, including, but not limited to, the power to operate, administer, and manage the Common Areas in Riverbend in accordance with the Declaration and other Governing Documents, and to provide for

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the architectural control and the administration and enforcement of covenants and restrictions applicable to the Parcels and Condominium Units in Riverbend. The Corporation is organized as a corporation not for profit under the laws of Florida to provide an entity responsible for operation of Riverbend, more specifically identified as:

<u>Name of Section</u>	<u>Identification (Lee County Public Records)</u>
Riverbend East Subdivision	Plat Book 34, Pages 13-15
Yachtsmans Cove, Unit I, a Condominium	O.R. Book 1723, Pages 680, et seq.
Yachtsmans Cove, Unit II, a Condominium	O.R. Book 1786, Pages 2143, et seq.
Indian Creek Golf Villas Unit I, a Condominium	O.R. Book 1786, Pages 3592, et seq.
Village at Indian Creek, a Condominium	O.R. Book 1892, Pages 3710, et seq.
Indian Creek Golf Villas, Unit II, a Condominium	O.R. Book 2152, Pages 1027, et seq.
Yachtsmans Cove Unit III, a Condominium	O.R. Book 2176, Pages 1188, et seq.
Waterway Cove Subdivision	O.R. Book 2421, Page 3246 et seq.
Marsh Point, Unit I Subdivision	O.R. Book 2642, Pages 1611 et seq.
Marsh Point, Unit II Subdivision	Plat Book 59, Pages 66 et seq.
River Watch Phase One Subdivision	Plat Book 59, Pages 68, et seq.
River Watch Phase Two Subdivision	Plat Book 59, Pages 70, et seq.
The Village	O.R. Book 3247, Pages 1063 et seq.
The Villas at Mediterranean Cove	O.R. Book 4490. Pages 3113 et seq.
Mariner's Cove, a Condominium	Instrument # 2005000052997

Further, there are undeveloped lands and other lands lying within Section 31, Township 43 South, Range 25 East and Section 6, Township 44 South, Range 25 East, Lee County, Florida which, depending upon the development or use of same are obligated to become, subjected to the jurisdiction of the Association, with the owners of Lots or Condominium Units therein likewise becoming members of the Association, and subject to the assessment authority thereof.

3. DEFINITIONS. The terms used in these Articles shall have the same definitions and meaning as those set forth in Deed of Restrictions for Riverbend Homeowners Association of Lee County, Inc., recorded in Official Records Book 1751, at Page 3628, *et seq.*, of the Public Records of Lee County, Florida, and as subsequently amended (the "Declaration"), and as provided in the Chapter 720, Florida Statutes, unless herein provided to the contrary, or unless the context otherwise requires.

4. POWERS. The powers of the Association shall include the following:

4.1 General. The Association shall have all of the common law and statutory powers of a corporation not for profit under the laws of Florida that are not in conflict with the provisions of the Declaration, these Articles or the Bylaws.

4.2 Enumeration. The Association shall have all the powers and duties set forth in Chapters 617 and 720, Florida Statutes, as amended from time to time, except as they may be limited by the Declaration, these Articles, and the Bylaws (all as they may be amended from time to time), including, but not limited to, the following:

4.2.1 To make and collect Assessments and other Charges against Members as Owners of Parcels within Riverbend, and to use the proceeds thereof in the exercise of its powers and duties.

4.2.2 To buy, own, operate, lease, sell, license, and trade both real and personal property and to grant easements and licenses as to same as may be necessary or convenient in the administration of the Association.

4.2.3 To maintain, repair, replace, reconstruct, add to, improve, and operate the Common Areas and other property acquired or leased by the Association, including caring for the improvement and maintenance of the public easements, roads, bridges, street lights, subdivision entryways, recreational areas and any facilities of any kind dedicated to the community use and other open spaces known as Riverbend, which now exist or which may hereafter be installed or constructed therein.

4.2.4 To purchase insurance upon the Association's property and insurance for the protection of the Association, and its Officers, Directors, and other persons or entities deemed appropriate by the Association.

4.2.5 To make and amend Rules and Regulations concerning the transfer, use, appearance, maintenance, of the Parcels, Units and the Common Areas, and to enact rules, policies, and resolutions pertaining to the operation of the Association, subject to any limitations contained in the Declaration.

4.2.6 To approve or disapprove the leasing, transfer, mortgaging, ownership, and possession of Parcels, as may be provided by the Declaration.

4.2.7 To enforce by legal means the provisions of the Declaration, these Articles, the Bylaws, the Rules and Regulations, and the policies of the Association.

4.2.8 To contract for the management of the Association and any facilities used by the Owners, and to delegate to the party with whom such contract has been entered into all of the powers and duties of the Association except those which require specific, non-delegable approval of the Board of Directors or the membership of the Association.

4.2.9 To employ personnel to perform the services required for proper operation of the Association.

4.2.10 To make contracts and incur liabilities, borrow money at such rates of interest as the Board may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage and pledge of all or any of its property, franchises, Assessments, Special Assessments, income or rights.

The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and power which may now or hereafter be allowed or permitted by law; and the powers specified in each of the paragraphs of this Article 4 are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph or provision of this Article 4.

4.3 Association Property. All funds and the titles of all properties acquired by the Association and their proceeds shall be held for the benefit and use of the Members in accordance with the provisions of the Declaration, these Articles and the Bylaws.

4.4 Distribution of Income. The Association shall make no distribution of income to its Members, Directors or Officers.

4.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration, these Articles, and the Bylaws.

5. MEMBERS AND VOTING. The qualification of Members, the manner of their admission to membership and voting by Members shall be as follows:

5.1 Members. The membership of the Association shall be comprised of the Owner Members. The members of the Association shall constitute all of the record Owners of Lots and Condominium Units in "Riverbend." Change of membership in the Corporation shall be established by recording in the Public Records of Lee County, Florida a deed or other instrument establishing record title to a lot or condominium in the Subdivision and the delivery to the Association a copy of such instrument. Each such Owner shall notify the Association of said recordation within thirty (30) days thereof and shall transmit to the Association true copies of such instrument.

5.2 Voting Rights. Each Member shall possess one vote for any Lot or Condominium Unit owned by such Member. No more than one (1) vote shall be cast with respect to any Unit or Lot. In accordance with the Act, the Association may suspend the voting rights of an Owner for the nonpayment of any fee, fine, or other monetary obligation due to the Association that is more than ninety (90) days delinquent. Suspensions of voting rights must be approved at a properly noticed board meeting, and the Board shall send written notice of the suspension in accordance with the Act.

5.3 Each and every Member shall be entitled to the benefits of membership, and shall be bound to abide by the provisions of the Governing Documents.

6. TERM OF EXISTENCE. The Association shall have perpetual existence.

7. OFFICERS. The affairs of the Association shall be administered by the Officers designated in the Bylaws. The Officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the Members of the Association and shall serve at the pleasure of the Board of Directors. The Bylaws may provide for the removal from office of Officers, for filling vacancies, and for the duties of the Officers.

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8. DIRECTORS.

8.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a Board consisting of the number of Directors determined by the Bylaws, but which shall consist of not less than three (3) Directors.

8.2 Duties and Powers. All of the duties and powers of the Association existing under the Declaration, these Articles, the Bylaws, and the Rules and Regulations (all as amended from time to time) shall be exercised exclusively by or under the direction of the Board of Directors, or as may be delegated to its Officers, agents, contractors or employees, subject only to approval by Members when such approval is specifically required.

8.3 Election; Removal. Directors of the Association shall be elected at the annual meeting of 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.

9. BYLAWS. The Bylaws of this corporation may be altered, amended or repealed in the manner provided in the Bylaws.

10. AMENDMENTS. These Articles may be amended in the following manner:

10.1 Proposal of Amendments. An amendment may be proposed by the President of the Association, the Directors, or by twenty-five percent (25%) of the entire Voting Interests.

10.2 Proposed Amendment Format. Proposals to amend existing Articles of Incorporation shall contain the full text of the article to be amended. New words shall be underlined and words to be deleted shall be ~~lined through~~. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF ARTICLES OF INCORPORATION. SEE ARTICLE NUMBER ____ FOR PRESENT TEXT."

10.3 Notice. Written notice setting forth the proposed amendment or a summary of the changes shall be included in the notice of any meeting at which a proposed amendment is to be considered or in connection with documentation for action without a meeting.

10.4 Adoption of Amendments. A resolution for the adoption of a proposed amendment may be adopted by a vote of at least two-thirds (2/3rds) of the Voting Interests of the Association present (in person or by proxy) and voting at a duly noticed meeting at which a quorum has been attained, or by the written agreement of two-thirds (2/3rds) of the entire Voting Interests. Amendments correcting errors, omissions, scrivener's errors, violations of applicable law, conflicts between the Governing Documents, or if determined necessary and desirable by the Board to comply with the requirements of the secondary mortgage market, may be executed by the Officers of the Association, upon Board approval, without need for Association membership vote. The Board may also adopt amendments necessary to comply with the requirements of any governmental entity.

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10.5 Effective Date. An amendment when adopted shall become effective after being recorded in the Lee County Public Records according to law and filed with the Secretary of State according to law.

10.6 Automatic Amendment. These Articles shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration. Whenever the Act, Chapter 617, Florida Statutes or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in these Articles, the Board may operate the Association pursuant to the less stringent requirements without the need to change these Articles. The Board, without a vote of the Members, may also adopt by majority vote, amendments to these Articles of Incorporation as the Board deems necessary to comply with such operational changes as may be enacted by future amendments to Chapters 607, 617, and the Act, or such other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.

11. INDEMNIFICATION.

11.1 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 or she is or was a Director, Officer, or Committee member of the Association, against expenses (including attorneys' fees and appellate attorneys' 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 or she did not act in good faith or in a manner he or she reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe his or her 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 failed to act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his or her 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. In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association.

11.2 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 Article 11.1 above, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

11.3 Advances. Reasonable 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 or she is not entitled to be indemnified by the Association as authorized by this Article 11. However, if the Board, by majority vote, determines that the person seeking advancement did not act in good faith or in a manner he or she reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe his or her conduct was unlawful, the Association shall not be obligated to pay for any expenses incurred prior to the final disposition of the subject action.

11.4 Miscellaneous. The indemnification provided by this Article 11 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.

11.5 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 or her status as such, whether or not the Association would have the duty to indemnify him against such liability under the provisions of this Article.

**PROPOSED AMENDED AND RESTATED
BYLAWS
OF
RIVERBEND HOMEOWNERS ASSOCIATION OF LEE COUNTY, INC.**

**SUBSTANTIAL REWORDING OF BYLAWS -
SEE CURRENT BYLAWS FOR PRESENT TEXT**

1. IDENTITY. These are the Amended and Restated Bylaws (hereinafter “Bylaws”) of Riverbend Homeowners Association of Lee County, Inc. (the “Association”), a not-for-profit corporation organized under the laws of Florida for the purpose of operating Riverbend East Subdivision (the “Community”) pursuant to the Florida Not-For-Profit Corporation Act, and as a “Homeowners’ Association” pursuant to Florida Statute Chapter 720 (the “Act”).

1.1 Office. The office of the Association shall be at such location, as may from time to time be determined by the Board (the “Board”).

1.2 Fiscal Year. The fiscal year of the Association shall be the calendar year, unless otherwise determined by the Board.

1.3 Seal. The corporate 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. A common seal may be used in lieu of a raised corporate seal and in no event shall a seal be required to validate corporate actions unless specifically required by law.

1.4 Definitions. The definitions set forth in the Deed of Restrictions for Riverbend East Subdivision, as amended from time to time (the “Declaration”), and the Act 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 Parcels or Units in the Community. Membership shall become effective after approval by the Association as required by the Declaration, and upon recording in the Public Records of Lee County, Florida, a deed or other instrument evidencing legal title to a Parcel or Unit. A copy of the recorded deed or other instrument evidencing legal title to a Parcel or Unit must be supplied to the Association within thirty (30) days of recordation of the instrument.

2.2 Voting Interests. The Members of the Association are entitled to one (1) vote for each Parcel or Unit owned by them. The total number of Voting Interests equals the total number of Parcels or Units subject to the Declaration (i.e., 255). Suspension of voting rights shall not affect the basis for which Common Expenses are shared or Common Areas and Common Surplus owned. However, suspended Voting Interests shall be subtracted from the total number of votes required when calculating any required vote or quorum during the period for which said Voting Interest is

suspended. If a Parcel or Unit is owned by multiple individuals, such as spouses, any record Owner may vote on behalf of the Parcel or Unit. If a Parcel or Unit is owned by a corporation, any officer may vote on behalf of said corporation. If a Parcel or Unit is owned by a partnership, any general partner may vote on behalf of the partnership. If a Parcel or Unit is owned in trust, any trustee of a trust shall be entitled to vote. If a Parcel is owned by a limited liability company, any member, manager or Officer may vote on behalf of the limited liability company. Any person with apparent authority asserting the right to vote on behalf of a Parcel or Unit owned by an artificial entity shall be presumed to be entitled to vote on behalf of said Parcel or Unit, unless the Parcel or Unit has filed voting instructions with the Association designating some other person entitled to vote or if the Association has reasonable cause to believe such person is not eligible to vote. If multiple Owners or non-individual Owners of a Parcel or Unit cannot agree on how a vote is to be cast, the vote shall not be counted as to the issue upon which disagreement exists. Voting certificates are not necessary. No individual may cast a vote assigned to a Parcel or Unit where the voting rights assigned to the Parcel or Unit are suspended pursuant to the terms of the Governing Documents and/or Florida law. A Voting Interest or consent right allocated to a Parcel/Unit or Member which has been suspended by the Association may not be counted towards the total number of Voting Interests for any purpose, including, but not limited to, the number of Voting Interests necessary to constitute a quorum, the number of Voting Interests required to conduct an election, or the number of Voting Interests required to approve an action under the Governing Documents and/or Florida law.

2.3 Approval or Disapproval of Matters. Whenever the decision or approval of the Owner of a Parcel/Unit is required upon any matter, whether or not the subject of an Association meeting, such decision or approval may be expressed by any person authorized to cast the vote of such Parcel/Unit at an Association meeting as stated in Article 2.2 above, unless the joinder of all Owners is specifically required by law or an express requirement in the Governing Documents.

2.4 Change of Membership. A change of membership in the Association shall be established by the new Member's membership becoming effective as provided in Article 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 obligations incurred under or in any way connected with the Community during the period of his or her 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, or at a minimum within fifteen (15) months of the prior annual meeting. Failure to hold an annual meeting does not cause a forfeiture or give cause for dissolution of the corporation, nor does such failure affect otherwise valid corporate acts, except as provided in Section 617.1430, Florida Statutes, as amended from time to time. The annual meeting shall be held on a day and at

a time and place designated by the Board, for the purpose of electing Directors and transacting any business duly authorized to be transacted by the Members.

3.2 Special Meetings. Special Members' meetings shall be held whenever called by the President or by the Board, and shall be called by the President or Secretary within a reasonable time of receipt of petition of the Members, holding at least thirty percent (30%) of the entire Voting Interests. The business at any special meeting shall be limited to the items specified in the notice of meeting.

3.3 Notice of Members' Meetings; Waiver of Notice. Notice of all Members' meetings must state the time, date, and place of the meeting. The notice of meeting must be mailed to each Member at the address which appears on the books of the Association, or may be furnished by personal delivery or electronic transmission, as provided by law. The Member is responsible for providing the Association with notice of any change of address, including electronic mail address. The Association shall only be obligated to mail or deliver notice to one (1) location, no matter how many persons own a Parcel and no matter how many other residences such Owner may have. In the absence of written direction to the contrary, notices will be given to the address of the Parcel. The Notice of Meeting must be mailed, delivered or electronically transmitted at least fourteen (14) days before the meeting. An affidavit of the Officer or other person making such mailing or delivery shall be retained in the Association records as proof of mailing. 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 and attends solely to object to notice. A Member may waive notice of any meeting at any time, but only by written waiver or attendance. Notice to the Members of meetings of the Board, meetings of a Committee for which the Act requires notice in the same manner as meetings of the Board, and annual and special meetings of the Members, may be electronically transmitted or posted as provided by law. Consent by a Member to receive notice by electronic transmission must be in writing, if required by law, and shall be revocable, as provided by law.

3.4 Quorum. A quorum at meetings of the Members shall be attained by the presence, either in person or by proxy, of Members entitled to cast at least twenty-five percent (25%) of the votes of the entire Voting Interests. Those Members whose voting rights are suspended pursuant to the terms of the Governing Documents and/or Florida law shall be subtracted from the required number of votes in any calculation for purposes of determining whether a quorum is present during the period of suspension. Such Voting Interests shall likewise be subtracted from the required number of votes when calculating any required vote as set forth in the Governing Documents or the Act. After a quorum has been established at a Members' meeting, the subsequent withdrawal of any 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 persons leave.

3.5 Vote Required. The acts approved by a majority of the votes cast, in person or by proxy, at a duly called meeting of the Members at which a quorum has been attained shall be binding upon all Members for all purposes, except where a greater or different number of votes is expressly required by law or by any provision of the Governing Documents.

3.6 Proxies; Voting. To the extent lawful, any Member entitled to attend and vote at a Members' meeting may establish his or her presence and cast his or her vote by proxy. Only Members or the spouse of a Member may be delegated (including through use of a Power of Attorney) the right to vote at Association meetings, to hold proxies, or attend Association meetings provided that the Board may designate agents of the Association (including, but not limited to, Association legal counsel or the Association's manager) as an eligible proxyholder and may permit such persons to attend Association meetings. 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. A photographic, photostatic, facsimile, electronic or equivalent reproduction of a signed proxy is a sufficient proxy. Owners may retroactively cure any alleged defect in a proxy by signing a statement ratifying the Owner's intent to cast a proxy vote. The use of proxies is to be liberally construed.

3.7 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 and voting, in person or by proxy, regardless of whether a quorum has been attained. When a meeting is adjourned it shall not be necessary to give notice to all Members of the time and place of its continuance, provided that the specific date, time and location of the adjourned meeting was announced at the original meeting. 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.

3.8 Order of Business. The order of business at annual Members' meetings and, as far as applicable at all other Members' meetings, shall be:

3.8.1 Call to order by the President;

3.8.2 At the discretion of the President, appointment by the President of a chairman of the meeting (who need not be a Member or a Director);

3.8.3 Call of the roll or determination of quorum;

3.8.4 Proof of Notice;

3.8.5 Appointment by the President (or chairman) of inspectors of election;

3.8.6 Election of Directors;

3.8.7 Reading or disposal of minutes of the last Members' meeting;

3.8.8 Reports of Officers, if any;

3.8.9 Reports of Committees, if any;

3.8.10 Unfinished business, if any;

3.8.11 New Business Designated on Agenda;

3.8.12 Adjournment.

The President shall preside over all membership meetings. In his or her absence, a Vice President shall preside, or in the absence of both, the membership shall select a Chairman (who need not be a Member or a Director); provided that the Board may designate agents of the Association (including, but not limited to, Association legal counsel or the Association's manager) as Chairman.

3.9 Minutes. Minutes of all meetings of Members and of the Board shall be kept in a businesslike manner and available for inspection by Members, as provided by law.

3.10 Action Without a Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any annual or special meeting of Members, or any action which may be taken at any annual or special meeting of such Members, may be taken without a meeting, without prior notice, and without a vote, if a consent in writing setting forth the action so taken shall be signed by the requisite number of Voting Interests to approve the action.

3.11 Electronic Voting. Owners may vote electronically in accordance with Section 720.317, Florida Statutes, as amended from time to time, and Board resolution establishing electronic voting.

4. BOARD. The administration of the affairs of the Association shall be by a Board. All of the powers of the Association existing under the laws of Florida generally, Florida Not For Profit Corporation Statute, the Homeowners' Association Act, and the Governing Documents, shall be exercised exclusively by or under the direction of the Board, or a duly authorized Board member, Officer, Committee member, agent, contractor, or employee, when said powers or duties have been delegated by the Board, subject only to the approval by Members when such is specifically required. In the event of a question or dispute whether a Board power has been properly delegated, the Board may ratify such action at a duly noticed meeting of the Board, and such ratification shall relate back to the act in question unless otherwise specified by the Board.

4.1 Number and Terms of Service. The number of Directors which shall constitute the whole Board shall be not less than eleven (11) Directors representing each of the eleven associations that make up the Riverbend Homeowner's Association of Lee County, Inc., including Riverbend East Subdivision; Yachtsmans Cove, Units I, II and III; Riverwatch Phase One and Two Subdivisions; Marsh Point Unit I and II Subdivision; The Villas at Mediterranean Cove; The Village; Village at Indian Creek; Waterway Cove Subdivision; Indian Creek Golf Villas Unit I; Indian Creek Golf Villas Unit II; and Mariner's Cove. Should any new Associations be formed, the Board of Directors shall have the authority to increase the number of Directors accordingly so that there is one (1) Director for each association within the Riverbend community. All Directors will be elected for a two (2) year term. It is the intention of these Bylaws that a staggered Directorate be maintained. To maintain a staggered Directorate, the Board may hold seats in future

elections open for one (1) or two (2) year terms, when necessary or appropriate. In any election where candidates are elected for different terms, those candidates receiving the higher number of votes shall be elected to the lengthier term. In the event that there is no election, such as in a case where there are fewer pre-qualified candidates than open seats, the Directors who are seated shall agree amongst themselves which shall serve the two-year terms and which shall serve the one-year terms. This decision shall be recorded in the minutes of a duly noticed Board meeting. In the event the Directors cannot agree on which among them shall serve the lengthier and shorter terms, the terms shall be randomly determined in accordance with the process established by the Board, such as by drawing straws or by conducting a “run off” election, wherein those receiving the most votes from the Board will be elected to a lengthier term.

Directors shall be elected in accordance with the Act, these Bylaws and the election rules, if any, and the process established and utilized by the Board. Not less than sixty (60) days before a scheduled election, the Association shall mail, or deliver, whether by separate Association mailing or included in another Association mailing or delivery including regularly published newsletters, and including electronic transmission for those Members who have so consented, to each Member entitled to vote, a first notice of the date of the election. Any eligible person who nominates himself or herself to be a candidate may do so no later than forty (40) days prior to the annual meeting and may also submit a resume by such deadline on one side of an 8 and 1/2” x 11” sheet of paper. Nominations from the floor shall not be accepted. Not less than fourteen (14) days prior to the annual meeting, the Association shall send a Second Notice of annual meeting to all Members, along with an election ballot for the election of Directors, any timely submitted candidates’ resumes, a proxy and any other documents in the Board’s discretion. The election ballot shall contain the names of all candidates who nominated themselves in a timely manner, listed in alphabetical order by surname. If a voter checks off the names of more candidates than the number of Directors to be elected, the election ballot shall not be counted for the election. Elections shall be determined by a plurality of the votes cast; a quorum of the Members need not cast a vote for a valid election to occur, so long as at least ten percent (10%) of the eligible Voting Interests cast a ballot. The candidates who are elected shall take office upon the adjournment of the annual meeting. The use of secret balloting provided for in the Act shall be followed. The Board may require all ballots to be received by the Association at some point prior to the annual meeting so that the votes can be tallied prior to the annual meeting and the results announced at the annual meeting. No election shall be necessary if the number of candidates is less than or equal to the number of vacancies. In the instance that no election is required, the Association shall only be required to send the Second Notice of Annual Meeting, a proxy and any other documents in the Board’s discretion.

A Director’s term ends at the adjournment of the second annual meeting following his or her election, unless he or she sooner dies, resigns, is recalled, or becomes ineligible for Board membership due to no longer owning a Parcel in the Community, or becomes ineligible under these Bylaws or the Act.

4.2 Qualifications. Directors must be Members eligible to vote or spouses of Members. When a Parcel is owned by a corporation, a partnership, limited liability company or similar entity, any eligible voter, as described in Article 2.2 of these Bylaws, and the spouses of

such persons, shall be eligible for Board service. When a Parcel is held in trust, grantors, trustees and beneficiaries of the trust (provided that the beneficiaries occupy the Parcel), and the spouses of such persons, shall be eligible for Board membership. If a grantor, trustee or beneficiary of a trust, or the spouse of such person, seeks candidacy and such person is not identified on the deed to the Parcel as the grantor, trustee or beneficiary of the trust, a copy of the trust document, affidavit of trust or abstract of trust prepared by a licensed attorney must be provided to the Association at least thirty-five (35) days prior to the date of the annual meeting. The trust document can be redacted to keep financial information confidential; however, the document must clearly indicate the grantor, trustee and the beneficiaries of the trust. No two (2) individuals from the same Parcel shall be eligible to serve on the Board at the same time, unless they own more than one (1) Parcel, in which case eligibility is limited to one (1) Director per Parcel.

4.3 Vacancies on the Board. If the office of any Director becomes vacant for any reason, other than recall of a majority of the Board by the Members, a majority of the remaining Directors or the sole remaining Director, though less than a quorum, may choose a successor to serve for the remainder of the unexpired term. If the Association fails to fill vacancies on the Board sufficient to constitute a quorum, or if no Director remains on the Board, the vacancy may be filled by the Members (via a special meeting of the Membership which may be called by a single Member) or any Member may apply to the Circuit Court for the appointment of a receiver to manage the Association's affairs, in the manner provided by law.

4.4 Removal and Resignation of Directors. Any or all Directors may be removed with or without cause by a majority vote of the entire Voting Interests, either by a written petition, or at any meeting called for that purpose, in the manner required by the Act. A Director who ceases to be Member of the Association, a Director who is (i) more than ninety (90) days delinquent in the payment of any financial obligation to the Association, (ii) convicted of a felony in this state or in a United States District Court or Territorial Court, or has been convicted of any offense in another jurisdiction which would be considered a felony in this state, (iii) charged by information or indictment with (a) forgery of a ballot envelope or voting certificate used in a homeowners' association election as provided in Section 831.01, Florida Statutes, (b) theft or embezzlement involving the Association's funds or property as provided in Section 812.014, Florida Statutes, (c) destruction of or the refusal to allow inspection or copying of an official record of a homeowners' association which is accessible to Lot owners within the time period required by general law, in furtherance of a crime, which constitutes tampering with physical evidence as provided in Section 918.13, Florida Statutes; or (d) obstruction of justice as provided in Chapter 843, Florida Statutes, shall become ineligible for Board service on the date of such disqualification, delinquency, conviction, charge or indictment and his seat shall be deemed vacated as of that date. Any Director may resign his office at any time, in writing (including e-mail) addressed to any other Director, the manager or management company, the Association's legal counsel, or the Association's registered agent, and such resignation shall take effect from the time of its receipt by such person, unless some later time be fixed in the resignation, and then from that date. Resignations need not be accepted by the Board and cannot be rescinded after being given, even if not effective until a later date.

4.5 Organizational Meeting. The annual organizational meeting of the new Board shall be held within ten (10) days after the annual meeting. The organizational meeting may be held immediately following the annual meeting, in which case the noticing of such meeting may be effectuated by the Board existing prior to the election.

4.6 Other Meetings. Meetings of the Board may be held at such time and place as shall be determined from time to time by the President or the Board. Notice of meetings shall be given to each Director, personally or by mail, telephone, electronic transmission or telegram at least forty-eight (48) hours prior to the time of such meeting.

4.7 Notice to Owners. A meeting of the Board occurs whenever a quorum of the Board simultaneously gathers (in person, by telephone, or video conferencing, or any combination thereof) to conduct Association business. All meetings of the Board shall be open to Members except for (a) meetings between the Board and the Association's attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege; (b) meetings regarding personnel matters; and (c) such other meetings permitted to be closed by the Act. Notices of all Board meetings shall be posted conspicuously in the Community for at least forty-eight (48) continuous hours in advance of each Board meeting, except in an emergency.

In the alternative to the posting requirements discussed above, notice of each Board meeting must be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. An assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments. Members have the right to speak, for at least three (3) minutes, on any matter that is placed on the Board meeting agenda or is considered by the Board at a meeting. The Board may adopt reasonable, written rules governing the rights of Members to speak and governing the frequency, duration, and other manner of Member statements, which rule must be consistent with the minimum requirements of the Act. Any Member may record meetings of the Board and meetings of the Members, but may not post such recordings on any website or other media which can readily be viewed by persons who are not Members of the Association. The Board may adopt reasonable rules governing the recording of meetings of the Board and the membership.

4.8 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.

4.9 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 Board meeting by a conference telephone call, video conference or similar communicative arrangement whereby all persons present can hear all other persons. Participation by such means shall be deemed equivalent to presence in person at a Board meeting.

4.10 Vote Required. The acts approved by a majority of those Directors present and voting at a meeting for which a quorum is established shall constitute the acts of the Board, except

when approval by a greater number of Directors is required by the Governing Documents or by applicable statutes. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of Officers. After a quorum has been established at a Board meeting, the subsequent withdrawal of any Directors, so as to reduce the number of Directors represented below the number required for a quorum, shall not affect the validity of any action taken by a majority of the Directors present at the meeting before or after such persons leave.

4.11 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 date, time and place. No further notice needs to be given to Directors or Members, provided that the specific date, time and location of the adjourned meeting was announced at the original meeting.

4.12 The Presiding Officer. The President, or in his or her absence, a Vice-President, shall be the presiding Officer at all meetings of the Board. If neither is present, the presiding Officer shall be selected by majority vote of the Directors present; provided however, that the Board may designate agents of the Association (including, but not limited to, Association legal counsel or the Association's manager) as Chairman.

4.13 Compensation of Directors and Officers. Neither Directors nor Officers shall receive compensation for their services as such. Directors and Officers may be reimbursed for actual and appropriate out-of-pocket expenses relating to the proper discharge of their respective duties, subject to any procedures adopted by the Board with respect to reimbursement. Assistant Officers may be compensated as approved by the Board.

4.14 Committees. The Board 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 Association. Any such Committee shall have the powers and duties assigned to it in the resolution or motion creating the Committee; however, Committees can only make recommendations and are not authorized to make purchases or expend Association funds. Where required by the Act, Committee meetings shall be open to attendance by any Member, and notice of those Committee meetings shall be posted in the same manner as required in Article 4.7 above. All other Committees may meet and conduct their affairs in private without prior notice or Owner participation, unless otherwise directed by the Board.

4.15 Emergency Powers. In the event of any emergency, the Board may exercise the emergency powers described in this Article, and any other emergency powers authorized by law or the Governing Documents.

4.15.1 The Board may name assistant Officers, which assistant Officers shall have the same authority as the executive Officers to whom they are assisting during the period of the emergency, to accommodate the incapacity or unavailability of any Officer of the Association.

4.15.2 The Board may relocate the principal office or designate alternative principal offices or authorize the Officers to do so.

4.15.3 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. The Board may hold meetings by means of teleconference or video conference.

4.15.4 The Board may cancel, reschedule or postpone meetings of the Members without need to give the notice initially required for such meeting and may require that in person participation at Association meetings, including voting in the election of Directors, be limited to remote attendance by means of teleconference or video conference, when believed appropriate by the Board in the interests of health, safety and welfare of the Owners and Residents.

4.15.5 Corporate action taken in good faith during an emergency under this Article to further the ordinary affairs of the Association shall bind the Association; and shall have the rebuttable presumption of being reasonable and necessary.

4.15.6 The Board may adopt emergency assessments without approval of the Owners with such notice deemed practicable by the Board.

4.15.7 The Board may adopt emergency Rules and Regulations governing the use and occupancy of the Parcels and Common Areas, with notice given only as is practicable.

4.15.8 Any Officer or Director 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.

4.15.9 For purposes of this Article 4.18, an “emergency” exists only while the Community, or the immediate geographic area in which the Community is located, is subjected to:

4.15.10 a state of emergency declared by law enforcement authorities;

4.15.11 a hurricane warning;

4.15.12 a partial or complete evacuation order;

4.15.13 designated by federal or state government as a “disaster area;” or

4.15.14 a catastrophic occurrence, whether natural or man-made, which seriously damages or threatens serious damage to the Community, such as an earthquake, tidal wave, fire, hurricane, tropical storm, tornado, war civil unrest, or acts of terrorism.

5. OFFICERS.

5.1 Officers and Elections. The executive Officers of the Association shall be a President, one (1) or more Vice-Presidents, a Treasurer and a Secretary, all of whom must be Directors. All Officers shall be appointed annually by the Board. Any Officer may be removed with or without cause by vote of a majority of the Directors present at any properly noticed Board meeting. Any person may hold two (2) or more offices as long as he or she qualifies for both offices; except the President and Secretary may not be the same person. The Board may, from time to time, appoint such other Officers, including Assistant Officers, and designate their powers and duties, as the Board deems necessary to manage the affairs of the Association. Assistant Officers need not be Directors or Members.

5.2 President. The President shall be the chief executive Officer of the Association. He or she shall preside at all meetings of the Members and Directors, shall be ex-officio a member of all standing Committees. He or she shall have general and active management of the business of the Association, and shall see that all policies, orders and resolutions of the Board are carried into effect.

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

5.4 Secretary. The Secretary shall attend or provide for proper documentation of all meetings of the Board and all meetings of the Members and shall cause all votes and the minutes of all proceedings to be kept. He or she shall give, or cause to be given, notice of all meetings of the Members and of the Board, and shall perform such other duties as may be prescribed by the Board or the President. He or she shall keep in safe custody the seal of the Association and, when authorized by the Board, affix the same to any instrument requiring it. Any of the foregoing duties may be performed by an Assistant Secretary, if one (1) has been designated, or the Association's attorney, manager, or management company.

5.5 Treasurer. The Treasurer shall be responsible for Association funds, 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. He or she shall oversee the disbursement of the funds of the Association, and shall render to the Directors, 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, or the Association's accountant, manager or management company.

5.6 Resignation of Officer. Any Officer may resign his or her office at any time, in writing (including e-mail) addressed to any Director, the manager or management company, Association legal counsel, or the Association's registered agent, and such resignation shall take effect from the time of its receipt by such person, unless some later time be fixed in the resignation, and then from that date. Resignations need not be accepted by the Board and cannot be rescinded after being given, even if not effective until a later date.

6. INDEMNIFICATION.

6.1 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 or she is or was a Director, Officer, or Committee member of the Association, against expenses (including attorneys' fees and appellate attorneys' 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 or she did not act in good faith or in a manner he or she reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe his or her 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 failed to act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his or her 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. In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association.

6.2 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 Article 6.1 above, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

6.3 Advances. Reasonable 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 or she is not entitled to be indemnified by the Association as authorized by this Article 6. However, if the Board, by majority vote, determines that the person seeking advancement did not act in good faith or in a manner he or she reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe his or her conduct was unlawful, the Association shall not be obligated to pay for any expenses incurred prior to the final disposition of the subject action.

6.4 Miscellaneous. The indemnification provided by this Article 6 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.

6.5 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 or her status as such, whether or not the Association would have the duty to indemnify him against such liability under the provisions of this Article.

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

7.1 Depository. The depository of the Association, in which the funds of the Association shall be deposited, shall be financial institutions authorized to do business in Florida which carry FDIC insurance or equivalent insurance, provided that such insurance is backed by the full faith and credit of the United States of America. All deposits shall be within the limits of such insurance. Principal of Association funds, whether reserves or operating funds, may not be placed at risk for investment purposes. Withdrawal of money from those accounts shall be only by checks or other withdrawal instruments signed by those persons as are authorized by the Directors or by electronic transfer protocols approved by the Board.

7.2 Budget. The Treasurer shall prepare and the Board shall adopt a budget of Association estimated revenues and expenses for each coming fiscal year in accordance with the requirements of Section 720.303(6)(a), Florida Statutes, as amended from time to time. Once adopted, the Association shall provide to each Member a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the Member. The proposed budget shall be detailed and shall show the amounts budgeted by accounts and revenue and expense classifications. The estimated surplus or deficit as of the current year shall be shown and all fees or charges for recreational amenities shall be set out separately.

7.3 Reserves. The Board may establish in the budget one (1) or more restricted reserve accounts for capital expenditures or improvements, deferred maintenance or contingencies. Board adopted reserve funds may be spent for any purpose approved by the Board except in cases where the use of reserves are restricted by the Act. The annual amounts proposed to be reserved shall be shown in the annual budget.

7.4 Contingency Funds. In addition to the reserves provided in Article 7.3 above, or in place of them, the Board may establish one (1) or more “contingency funds” for contingencies and operating expenses for the Association. The purpose of these contingency funds is to provide financial stability and to minimize 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.

7.5 Assessments. Regular Annual Assessments based on the adopted budget shall be paid either monthly, quarterly or annually, 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 new budget is adopted and Assessments are calculated, at which time any overage or shortage shall be added to or subtracted from each Parcel's next installment due.

7.6 Special Assessments. Special Assessments may be imposed when necessary to meet unusual, unexpected, unbudgeted, non-recurring expenses, or expenses due to budgetary shortfalls. The Board shall have the power to levy Special Assessments each fiscal year in an amount not to exceed Five Hundred Dollars per Parcel. Any further Special Assessment must be approved by a vote of at least two-thirds (2/3rds) of the Voting Interests of the Association present (in person or by proxy) and voting at a duly noticed meeting at which a quorum has been attained. Special Assessments are due on the day specified in the resolution or motion approving such Special Assessments. Except in an emergency, a Special Assessment may not be levied unless a written notice of the meeting is provided to each Member at least fourteen (14) days before the meeting, which notice includes a statement that a Special Assessment will be considered at the meeting and the nature of the proposed Special Assessment. Written notice of any meeting at which Special Assessments will be considered must be mailed, delivered, or electronically transmitted (to the extent permitted by law) to the Members and posted conspicuously in the Community or broadcast on closed-circuit television not less than fourteen (14) days before the meeting, except in the case of an emergency.

7.7 Fidelity Bonds. The Association shall obtain and maintain adequate fidelity bonding, for each person (whether or not a Director) who controls or disburses Association funds, and the President, Secretary and Treasurer. 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 (1) time. The Association shall bear the cost of bonding of Directors and Officers. In the case of a community association manager or management firm, the cost of bonding may be allocated as the parties may agree. All persons providing management services to the Association, or otherwise having the authority to control or disburse Association funds, shall provide the Association with a certificate of insurance evidencing compliance with this paragraph, naming the Association as an insured under said policy. The Association may opt out of this requirement as provided in the Act.

7.8 Financial Reporting. The Board shall cause to be prepared an annual financial report as prescribed in the Act, unless waived as provided by law. The Association shall provide each Member with a copy of the financial report or a written notice that a copy of the financial report is available upon request at no charge to the Member.

7.9 Application of Payments. All payments made to the Association on account by an Owner shall be applied as specified in the Act.

8. RULES AND REGULATIONS: USE RESTRICTIONS. The Board may, from time to time, adopt and amend Rules and Regulations governing the Community subject to any limits

contained in the Declaration. Written notice of any meeting at which Rules and Regulations that regulate the use, transfer, maintenance, appearance of Lots may be adopted, amended, or revoked must be mailed, delivered, or electronically transmitted (to the extent permitted by law) to the Members and posted conspicuously in the Community or broadcast on closed-circuit television not less than fourteen (14) days before the meeting.

9. PARLIAMENTARY RULES. Robert's Rules of Order (latest edition) shall be used as a general, non-binding guide in the conduct of Members' meetings, Board meetings, and Committee meetings to ensure fairness, impartiality, and respect for minority views without unduly burdening majority rights. Meetings shall also be conducted in accordance with these Bylaws and the procedures established by the Board from time to time, including the form of voting documents to be used. The ruling of the Chair of the meetings, unless he or she or the Board designates a third person as Parliamentarian, shall be binding on all matters of procedure, unless contrary to law. The failure or alleged failure to adhere to Robert's Rules of Order shall not be used as a basis to legally challenge any action of the Association.

10. FINING AND SUSPENSION. Pursuant to the Act, the Board may, but is not obligated to, impose reasonable fines against and suspend Common Area use rights of any Member or any Members' Tenant, Guest, or Invitee for the failure of the Owner or its Occupant, Licensee or Invitee to comply with any provision of the Governing Documents in accordance with the provisions of the Declaration and applicable law.

11. BYLAW AMENDMENTS. Amendments to the Bylaws shall be adopted in the following manner:

11.1 Proposal of Amendments. An amendment may be proposed by the President of the Association, the Directors, or by twenty-five percent (25%) of the entire Voting Interests.

11.2 Proposed Amendment Format. Proposals to amend the existing Bylaws shall contain the full text of the article to be amended. New words shall be underlined and words to be deleted shall be ~~lined through~~. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF BYLAWS. SEE ARTICLE NUMBER ____ FOR PRESENT TEXT."

11.3 Notice. The subject matter of proposed amendments shall be included in the notice of any meeting at which a proposed amendment is to be considered or in connection with documentation for action without a meeting.

11.4 Adoption of Amendments. A resolution for the adoption of a proposed amendment may be adopted by a vote of at least two-thirds (2/3rds) of the Voting Interests of the Association present (in person or by proxy) and voting at a duly noticed meeting at which a quorum has been attained, or by the written agreement of two-thirds (2/3rds) of the entire Voting Interests. Amendments correcting errors, omissions, scrivener's errors, violations of applicable law, conflicts between the Governing Documents, or if determined necessary and desirable by the

Board to comply with the requirements of the secondary mortgage market, may be executed by the Officers of the Association, upon Board approval, without need for Association membership vote. The Board may also adopt amendments necessary to comply with the requirements of any governmental entity.

11.5 Effective Date. An amendment when adopted shall become effective after being recorded in the Public Records of Lee County, Florida, according to law.

11.6 Adoption of Amendments by Board. Whenever the Act, Chapter 617 or other applicable statutes or administrative regulations, are amended to impose procedural requirements less stringent than set forth in these Bylaws, the Board may adopt amendments to the Bylaws to operate the VGHOA pursuant to the less stringent requirements without a vote of the Members.

12. MISCELLANEOUS.

12.1 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.

12.2 Severability. Should any portion hereof be void or become unenforceable, the remaining provisions of the instrument shall remain in full force and effect.

12.3 Conflict. If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Bylaws, the Declaration, or the Articles of Incorporation, the provisions of the Declaration and the Articles of Incorporation shall prevail over the provisions of these Bylaws, and the provisions of the Declaration shall prevail over the Articles.