

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

**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
LAGOMAR VILLAGE AT FIDDLER'S CREEK**

KNOW ALL MEN BY THESE PRESENTS that the original Declaration of Covenants, Conditions and Restrictions for Lagomar Village were recorded in Official Record Book 5031, at Page 2936 *et seq.*, of the Public Records of Collier County, Florida. That Declaration, as it has previously been amended from time to time, is hereby further amended and is restated in its entirety.

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

**ARTICLE I
DEFINITIONS**

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

1.2 "Articles" shall mean and refer to the Amended and Restated Articles of Incorporation of the Association, attached hereto as Exhibit "B", as amended from time to time.

1.3 "Assessment" shall mean and refer to the Regular Assessments, Special Assessments, and/or Specific Assessments, all as more particularly set forth in Article V hereof.

1.4 "Regular Assessment" shall mean and refer to assessments levied on all Parcels subject to assessment under Article V to fund Common Expenses for the general benefit of all Parcels, as determined in accordance with Paragraph 5.2.

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

1.6 "By-Laws" shall mean and refer to the Amended and Restated By-Laws of the Association attached hereto as Exhibit "C", as amended from time to time.

1.7 “Village Common Areas” shall mean all real property and improvements thereto owned or leased by the Association for the common use and enjoyment of all Owners, their Guests, agents, assigns, employees and invitees, as well as all real property which is dedicated to the Association or its members by recorded plat. The Village Common Areas shall specifically include any and all systems and tracts that serve the Property, including without limitation roads, easements and other improvements as shown on the plat of Lagomar Village.

1.8 “Declaration” shall mean and refer to this first amended and restated Declaration of Covenants, Conditions and Restrictions for Lagomar Village.

1.9 “Foundation” means Fiddler’s Creek Foundation, Inc.

1.10 “Governing Documents” shall mean and refer to this Declaration, and the Articles of Incorporation, Bylaws and Rules and Regulations of the Association.

1.11 “Guest” means any person who temporarily occupies a Parcel or Unit at the invitation of an Owner or Primary Occupant, without the payment of consideration or rent.

1.12 “Institutional Mortgagee” shall mean and refer to the holder of a first mortgage against a Parcel or Unit, which holder is a bank, savings and loan association, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration or any agency of the United States of America, and their successors and assigns, or any entity recognized in the community as an institutional lender. The mortgage may be placed through and closed in the name of a mortgage broker.

1.13 “Lease” means the grant by an Owner of a temporary right or use of the Owner's Parcel or Unit for valuable consideration.

1.14 “Living Unit, “Unit” or “Residence”” means and refers to any or all of the residences which have been constructed on Parcels, and which are intended for use and occupancy as a residence for a Single Family.

1.15 “Association” shall mean and refer to Lagomar Village Association, Inc., its successors and assigns, which is a homeowners association governed by Florida Statutes Chapter 720, as the same may be amended from time to time.

1.16 “Village” shall mean and refer to the real property or any portion thereof, described as (a) Lots 1 through 42, inclusive, of Lagomar Village at Fiddler’s Creek, according to the plat thereof recorded at Plat Book 55, Page 23 through 27, inclusive, of the Public Records of Collier County, Florida (the “Plat of Lagomar Village”), (b) Lots 43 through 82 of the “Plat of Lagomar Village” are to be replatted as Lots 43 through 77 in the replat to be known as “Lagomar Replat at Fiddler’s Creek”, and Tract “E-East” as described on Exhibit “A” attached hereto.

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

Association.

1.18 "Member" shall mean and refer to Owners and Primary Occupants as set forth herein.

1.19 "Neighborhood" or "Property" or "Lagomar Village" shall mean and refer to all real property which is subject to this Declaration and includes all Village Common Area and Parcels. Said terms shall also have the same meaning as the term "Community", as further defined in section 720.301 of the Act.

1.20 "Common Expenses" shall mean and refer to the actual and estimated expenses which the Association incurs or expects to incur for the benefit of Owners of Parcels or for the benefit of Village Common Areas, which may include a reasonable reserve for anticipated capital repairs and replacements and a reasonable administrative charge, as may specifically be authorized pursuant to the Governing Documents or the Act.

1.21 "Occupant" or "occupy(ies)" when used in connection with a Parcel or Unit, means any person who is physically present in a Parcel or Unit whether as an Owner, Resident, Guest, Tenant, invitee or otherwise.

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

1.23 "Primary Occupant" shall mean any one (1) resident, partner, trustee, director, officer or other designee who shall be the primary natural person responsible for the maintenance, upkeep, representation and voting rights for a Parcel as designated in writing to the Association when legal title to the Parcel is held in the name of a trustee, partnership, corporation, or other entity which is not a natural person.

1.24 "Single Family" shall mean a family unit comprised of one (1) person or not more than two (2) unrelated persons living together as a single housekeeping unit, a married couple, or three (3) or more persons living together as a single housekeeping unit wherein no more than one (1) such person is not related to all other persons by blood, marriage or legal adoption.

1.25 "Tenant" or "Tenants" means and refers to one who leases or rents from an Owner and who occupies or otherwise holds temporary possession of a Parcel or Unit for valuable consideration.

1.26 "Parcel" means a subdivided lot upon which a Living Unit, Unit or Residence is constructed on the Property.

1.27 "Foundation Documents" means the Amended and Restated Declaration of General Covenants, Conditions and Restrictions for Fiddler's Creek recorded in O.R. Book 3685, Page 319, et. seq. of the Public Records of Collier County, Florida, and any relevant regulations promulgated thereunder, as the same may be amended and supplemented from time to time.

ARTICLE II **FOUNDATION**

2.1 Master Association. Each Parcel Owner in Lagomar Village takes title subject to, and agrees to comply with, the provisions of the Foundation Documents, and any amendments that are adopted by the Foundation from time to time. Each Parcel Owner is obligated to become a member of the Foundation, with such membership being appurtenant to and inseparable from Parcel ownership, and each Owner by accepting title to a Parcel hereby agrees and covenants to be bound by the Foundation Documents. Owners in Lagomar Village shall vote in Foundation matters in the manner set forth in the Foundation Documents.

ARTICLE III **PROPERTY RIGHTS AND EASEMENTS**

3.1 Village Common Areas. Every Owner shall have a right and easement of enjoyment in and to the Village Common Areas, together with a nonexclusive easement of ingress and egress over the sidewalks, walkways and roadways in the Property, which right and easement of enjoyment shall be appurtenant to and shall pass with title to every Parcel or Unit subject to the following provisions:

A. The right of the Association to charge all Owners reasonable Assessments for the maintenance and repair of the Village Common Areas and Association Property.

B. The right of the Association to dedicate, transfer or grant an easement or property rights to all or any part of the Village Common Areas to any public agency, authority, or utility for such purposes, and subject to such conditions as may be agreed to by the Members.

C. Utility easements are hereby reserved throughout the Property as may be required to adequately serve the Property.

D. Easements for ingress and egress and right-of-way are reserved for pedestrian traffic over, through, on and across all Village Common Areas and upon all sidewalks, paths, walkways, lanes, streets and avenues, as the same from time to time exist upon the Village Common Areas; and for vehicular traffic over, through and across such portions of the Village Common Areas as from time to time may be installed for such purposes.

E. There shall be an easement for encroachment in favor of the Owners and the Association where any portion of the Village Common Areas encroaches upon any portion of the Property or any Parcel therein.

3.2 Family and Guests. Any Owner may delegate, in accordance with and subject to the By- Laws and this Declaration, its right of enjoyment to the Village Common Areas and facilities to the members of its family, its Guests, Tenants, invitees or contract purchasers who occupy the Parcel.

3.3 Judicial Partition. There shall be no judicial partition of the Village Common Areas, nor shall Association, or any Owner or any other person acquiring any interest in the Property, or any part thereof, seek judicial partition thereof.

3.4 Easements.

A. Drainage and Utility Easements. No structure, planting, fence, wall or other material shall be placed or permitted to remain within the easements for installation and maintenance of utilities and any drainage facilities, which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction or flow of drainage facilities in the easements.

B. Lake Maintenance Easements. No structure, planting, fence, wall or other material shall be placed or permitted to remain within the easements for maintenance of the lakes as depicted on the subdivision plat, which may damage, interfere with or otherwise impact the intended function of the lakes and the Association's maintenance duties with respect to same. As such, any Owner wishing to make any alteration or improvement to the lake maintenance easement adjoining their Parcel shall first obtain written approval from the Association, which shall be given or not given by the Association in its sole and absolute discretion.

C. Landscape Buffer Easements. No structure, planting, fence, wall or other material shall be placed or permitted to remain within the easements for the landscape buffer as depicted on the subdivision plat, which may damage, interfere with or otherwise impact the intended function of the buffer or the Association's maintenance duties with respect to same. As such, any Owner wishing to make any alteration or improvement to the landscape buffer adjoining their Parcel shall first obtain written approval from the Association, which shall be given or not given by the Association in its sole and absolute discretion.

D. Easement for Repair, Maintenance and Encroachment. If any Unit or part thereof shall encroach upon any of the Village Common Area or any other Parcel for any reason other than the intentional act of the Owner, or if the Village Common Area shall encroach upon any Unit or Parcel, then an easement shall exist to the extent of that encroachment for so long as the encroachment shall exist. If any portion of a Unit shall encroach upon any adjoining Parcel by reason of original construction, reconstruction, repair, shifting, settlement or movement of any portion of the improvements, or by the unintentional act of the Owner, then an easement appurtenant shall exist so long as such encroachment shall exist. An easement for repair and maintenance of the improvements shall exist over and across adjoining Parcels, and further, the Association is granted a blanket easement over the Village Common Area and Parcels for repair and maintenance and for carrying out its responsibilities pursuant to this Declaration. Each Parcel shall be subject to an access easement in favor of adjoining Owners and their agents for use of the

EXHIBIT A

AMENDED AND RESTATED DECLARATION

side yard area in order to bring materials and construction equipment to the rear of the Parcel for construction of pools or other structures. The Owner performing the construction shall be responsible for restoring an adjacent side yard area to its previous condition following the completion of any construction.

E. Other Easements. Each Unit and Parcel shall be subject to an easement in favor of all other portions of the Property for the location of utilities and for surface water drainage, for lateral and subjacent support, and for the use, maintenance, repair and replacement of the party walls, structural supports, roofs, pipes, wires, ducts, vents, cables, conduits, utility lines, and other similar facilities serving other portions of the Property. The Association shall have the authority to grant easements on the foregoing terms as deemed necessary by the Board.

3.5 Surface Water. The Property may have been designed and developed with certain systems to hold water during the rainy season, and standing water may result in the Property. The Association shall be responsible for repair and maintenance of any such systems that may be dedicated to the Association. Otherwise, the Association has no liability for water management or standing water in the Property and is hereby released from any injury or property damage claims, absent gross negligence by the Association fulfilling its duties hereunder.

ARTICLE IV

ASSOCIATION, MEMBERSHIP AND VOTING RIGHTS

4.1 Association. The administration, management and ownership of the Village Common Areas and Association Property shall be by the Lagomar Village Association, Inc., which shall perform its duties and functions pursuant to this Declaration and the Articles and Bylaws that are attached hereto. The Association may contract for the management and maintenance of the Property and authorize a management agent to assist the Association in carrying out its power and duties, the cost of which shall be a Common Expense. The powers and duties of the Association shall include those set forth in the Governing Documents and in the Act. Except when otherwise provided by the Governing Documents or by the Act, the Association shall act through its Board of Directors and its officers, who shall have a fiduciary relationship with the Members. An Owner does not have the authority to act for the Association by virtue of being a Member or Owner.

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

4.3 Voting. The Members of the Association are entitled to one (1) vote for each Parcel owned by them. The total number of possible votes (the voting interests) of the Association is the total number of Parcels in Lagomar Village. All votes must be cast by a record Owner or Primary Occupant of a Parcel and the vote of a Parcel is not divisible. The right to vote may be suspended for non-payment of Assessments or other charges owed to the Association that are delinquent in excess of 90 days. If a Parcel is owned by one natural person, the right to vote shall

be established by the record title to the Parcel. If a Parcel is owned jointly by two or more natural persons, that Parcel's vote may be cast by any record owner, provided however, if more than one conflicting vote is submitted by such record owners, no vote shall be counted for that Parcel. If the owner of a Parcel is a trustee, partnership, corporation, or other entity which is not a natural person, the vote of that Parcel shall be cast by the Primary Occupant as designated in writing by the trustee, partnership, corporation or other entity for that Parcel.

ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENTS

5 . 1 Assessments. Subject to the provisions contained herein, the Owner of each Parcel within the Property, hereby covenants and agrees (by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance), including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association, Regular Assessments, Special Assessments, and Specific Assessments (collectively referred to as "Assessments"), to be fixed, established and collected from time to time as hereinafter provided. All Assessments, together with interest, costs of collection and reasonable attorneys' fees, which shall be considered a Specific Assessment, shall be a charge on the Parcel and shall be a continuing lien upon the Parcel against which such Assessment is made, and shall also be the personal obligation of the Owner. Further, to the extent that the Association is required to collect assessments and charges imposed by the Master Association and/or the District, these charges shall be considered an Assessment owed to the Association and failure to pay same shall constitute a default hereunder and the Association shall have the collections remedies set forth herein.

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

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

1. All landscaped areas including lawns, shrubs, trees and other planting located on Village Common Areas;
2. All equipment and facilities owned by or acquired by the Association located on the Village Common Areas or recreation areas, if any;
3. Signs located on the Village Common Areas;
4. Maintenance and repair of all dedicated easements and irrigation systems in the Village Common Areas and utility easements;
5. Maintenance and repair of signs that are part of or appurtenant to

improvements constructed on the Village Common Areas;

6. Maintenance and repair of the Lagomar Village entryway, electrical lighting, and other necessary utility services for the Village Common;

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

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

D. Maintaining Directors and Officers liability insurance;

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

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

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

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

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

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

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

B. The Association may, upon approval of sixty percent (60%) of the total voting interests, levy a Special Assessment for material alteration or improvement to the Village Common Area which is supplemental to the necessary repair, replacement or maintenance of the existing Village Common Area and which is intended to be a capital improvement to the Village Common Area. Such material alterations or improvements to the Village Common Area may require approval from the Master Association and Foundation. Any such Special Assessment shall be levied at a uniform rate and shall become due and payable according to such terms and conditions as approved by the Membership vote, may be applicable over one or more years, may authorize borrowing or other sources of funds, or may include such other terms and conditions as set forth and approved by the Membership.

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

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

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

C. To cover the costs, including the overhead and administrative costs, incurred to correct repeated breaches of the Governing Documents or Master Documents, or repeated instances of improper or threatening conduct, by the Owner or Occupants of the Parcel, their agents, contractors, employees, licensees, tenants, invitees or guests, which may include but are not limited to legal expenses for pre-litigation demands, attorney's fees incurred in litigation, court costs, recording fees, and postage.

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

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

said Assessment has been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

5.6 Apportionment of Regular Assessments. Regular Assessments shall be apportioned equally against each Parcel according to a fraction, the numerator of which is one (1) and the denominator of which is seventy-seven (77), the total number of Parcels in Lagomar Village.

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

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

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

- A. Interest at eighteen percent (18%) per annum (or at the highest rate allowed by law);
- B. Late fees of five percent (5%) of the Assessment, or \$25.00, whichever is greater;
- C. Costs of collection; and
- D. Reasonable attorneys' fees.

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

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

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

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

ARTICLE VI

MAINTENANCE OF PARCELS

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

- A. The Association shall provide routine maintenance of the landscaping and common irrigation equipment serving the individual Parcels, the cost of which shall be a Common Expense. The Association's maintenance program for landscaping shall include, but not be limited to, cutting, trimming, fertilizing, mulching, pest and disease treatment, and weed control. The Association's maintenance of irrigation shall include the supply of water, and the incidental maintenance and repair of damaged irrigation pipes, sprinkler heads and other common irrigation equipment. Irrigation maintenance may include the installation of filters or devices that reduce flooding or clogging caused by irrigation water. Maintenance shall be performed on such intervals as determined necessary or desirable by the Board in its sole discretion. The Association's routine maintenance program described above shall not extend to areas requiring unusual or special maintenance, such as areas where Owners have added plantings or have modified plantings that were originally installed, or areas specifically designated by the Board an "area of high maintenance." Such areas shall be maintained by the Owner or by such special arrangement as may be approved by the Board.

6.2 Duties of Parcel Owners. Owners shall be responsible for the cleaning, painting, maintenance, repair and replacement of the Unit and other improvements on their Parcel. Such improvements shall be maintained in a safe, clean, orderly and attractive condition. Such responsibilities of the Owners shall include, but not be limited to, the following:

A. Maintenance, repair or replacement of the home entrance pavers, and driveway from their residence to the street;

B. Repair or replacement of all improvements and structures on the Parcel, including without limitation repair and replacement of any portion of the irrigation systems that were installed or modified by the Owner.

C. Replacement of dead, or unsightly landscape and plantings, regardless of the cause for replacement.

D. Any maintenance, repair or replacement responsibility that is not the specifically designated in the Declaration or subdivision plat as being the responsibility of the Association;

E. Repair or replacements of damaged mailboxes;

F. Maintenance, repairs or replacements of any improvements on the Parcel that are necessary due to drainage or water retention issues;

G. Roofs must be kept clean and free of excessive mold and dirt, and missing tiles must be replaced in a reasonable amount of time.

6.3 Association Intervention; Right to Maintain Parcels And Improvements Thereon. In addition to maintenance of the Village Common Areas, the Association may enter upon any Parcel or Unit, when necessary in the opinion of the Board of Directors, to preserve the beauty, quality and value of the Property, and perform any maintenance, repair or replacement that is otherwise the responsibility of the Owner as described herein, if the Owner fails to replace, restore, repair or perform the required maintenance after sixty (60) days written notice to the Owner of the need of such replacement, restoration, repair or maintenance. This shall include the authority to enter the Parcel to access and modify, if necessary, irrigation systems and timers. Further, the Association shall have the right to enter upon any Parcel on which there exists a violation of any covenant, condition or restriction set forth in this Declaration or in the Association's rules and regulations, to summarily abate, remove and cure such violation. Without limiting the foregoing, upon and during any such violation, the Association shall have the right to maintain or repair a property in accordance with community standards and expectations, which may change from time to time. Any cost or expense incurred by the Association while exercising its rights under this section shall be a Specific Assessment against the Parcel.

6.4 Reconstruction. In the event that any of the improvements located on a Parcel are destroyed or damaged as a result of any cause, including, but not limited to, aging, fire, windstorm, flood or tornado, the Owner shall cause repair or replacement of such improvements to be commenced within sixty (60) days from the date of the casualty (and receipt of any

insurance proceeds, if applicable), and to complete the repair or replacement within nine (9) months thereafter. All such repairs or replacement must be performed in accordance with standards promulgated pursuant to Article VII below. The Owner shall be entitled to an extension of the above time deadlines for good cause shown and in order to avoid undue hardship.

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

ARTICLE VII

ARCHITECTURAL REVIEW

7.1 Architectural Standards. No improvement (which term shall include without limitation, staking, clearing, excavation, grading, and other site works, new structures, pools, driveways, stand-by electric generators, exterior alteration or modification and planting or removal of plants, trees or shrubs) shall take place except in strict compliance with the Foundation's adopted standards and guidelines for architectural review and exterior improvements. All improvements constructed on any portion of Lagomar shall be designed and built in accordance with the plans and specifications approved in writing by the Design Review Committee (DRC) of Fiddler's Creek established pursuant to the Foundation Documents, and approved in writing by the Board of Directors.

7.2 Design Review Committee. The DRC, shall have jurisdiction to review and approve all construction modifications, etc., on any portion of Lagomar.

An Owner who wishes to construct improvements or modifications to existing improvements shall secure architectural approval from the DRC in accordance with its adopted rules and procedures as they may exist from time to time.

The approval by the DRC does not constitute governmental approval. It is the sole responsibility of the Owner to obtain the necessary permits and meet all governmental requirements, including applicable building and design codes.

73 Compliance. The DRC may take enforcement action with respect to non-compliance through the rules and provisions stated in the Foundation Documents.

ARTICLE VIII **USE RESTRICTIONS**

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

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

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

83 Communication Equipment. No aerial, antenna longer than twelve (12) inches high, antenna poles, antenna masts, citizen band or amateur band antennas shall be placed or erected upon any Parcel, or affixed in any manner to the exterior of any Unit. Satellite dishes are also prohibited except for ones that are less than one meter in diameter as limited by the Telecommunications Act of 1996, and only after written permission has been granted by the Board of Directors and by the DRC. All approved equipment shall be sight screened so as to not be visible from the street.

84 Garages. No automobile garage shall be permanently enclosed or converted to any other use. In no event shall a garage be used for living quarters or other use that would violate local zoning laws. The doors of garages of all Units shall be closed and not be left open except for when the garage is being entered or exited, or at such other times as the garage is being directly utilized by an Occupant.

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

85.1 No commercial vehicle of any kind shall be parked or kept in the Village except for services vehicles temporarily present on business. "Commercial vehicle" means those

that are not designed and used for customary, personal/family purposes. Construction vehicles and service and delivery vehicles may be parked in the Village during daylight hours for such period of time as is reasonably necessary for construction purposes or to provide service or to make a delivery.

852 Trucks (including pick-up trucks), boats, trailers, recreational vehicles, buses, campers, motor homes, dune buggies, golf carts, mopeds or motor scooters, motorcycles, tractors, semis, tractor trailers, disabled, inoperative or unlicensed vehicles, and agricultural vehicles (each a “Restricted Vehicle”) may only be parked at a Residence if parked or stored within a fully-enclosed structure attached to the Residence.

8.6 Parking. No vehicles shall park on the grass, sidewalks or landscaped areas at any time, and in no event shall a vehicle be parked on the roadway within twenty-five (25) feet of a stop sign or fire hydrant. No vehicles shall park on the roadways overnight, and parking on the roadways during daylight hours shall be only for reasonable short-term periods and on a temporary basis. Emergency and other official government vehicles may park on the street at any time when in the community responding to an emergency call or on other official business. In addition to the other remedies available to the Association under this Declaration and Chapter 720, Florida Statutes, any vehicle parked in violation of this section may be towed by the Association at the sole expense of the owner of the vehicle in accordance with applicable law. The Association and its officers, directors, agents and assigns shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of towing such vehicle. For the purposes hereof “vehicle” shall mean any means of conveyance including boats and watercraft and trailers.

8.7 Ground Cover. All areas on a Parcel not covered by structures, walkways, patio, pool or paved parking areas shall be maintained as a lawn or landscape areas with underground irrigation systems to the pavement edge of any abutting streets and to the waterline of any abutting lakes or water management areas. All driveways shall be constructed of driveway pavers. Stones, gravel or paving block of any types shall be used as landscaping only upon prior written approval of the Board of Directors and the DRC. Owners shall comply with the watering restriction schedule set by the Association even if they are more restrictive than the County watering restriction schedule.

8.8 Nuisance. Nothing shall be done or maintained on any Parcel, Unit or the Village Common Areas which may be or become unsightly or a source of nuisance or unreasonable annoyance to the Association or other residents. In the event of a dispute or question as to what may be or become unsightly or a nuisance or unreasonable annoyance, such dispute or question shall be submitted in writing to the Board whose decision shall be dispositive of such dispute or question. Should an Owner or an Owner’s lessee(s), family member(s), guest(s) or invitee(s) fail to correct his or her conduct after written warning from the Board, the Owner shall be responsible for legal fees and costs incurred by the Association to compel compliance, including without limitation pre-litigation notices or demands, which shall be a Specific Assessment.

8.9 Signs, Real Estate Open Houses, Garage/Estate Sales. No sign of any kind shall be displayed to public view on any Parcel, Unit or Village Common Area unless approved in writing by the Board of Directors and by the DRC, except for signage maintained or installed by

the Association, entry and directional signage, one portable United States flag displayed in a respectful manner, and for signs required by law. The Association is authorized to enter a Parcel and remove any unapproved signs if the Owner fails to do same within ten (10) days of receipt of written notice from the Association or the Foundation.

8.10 Exterior Maintenance. No refuse or unsightly object shall be placed or allowed to remain on any Parcel. Any approved property, structure, improvements and appurtenances shall be kept in a safe, clean, orderly and attractive condition, and all structures shall be maintained in a finished, painted and attractive condition. All roofs, soffits, fascia and driveways shall be kept free of algae.

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

8.12 Trash Containers and Mechanical Equipment. All mechanical equipment, such as air-conditioners, pool and irrigation pumps, shall be located and/or screened so as to be reasonably concealed from view of neighboring Units and the street. Such screening shall be approved by the Board of Directors and by the DRC prior to installation. Trash containers shall not be stored outdoors and may remain on driveways only for such reasonable period as necessary for refuse pickup to be accomplished.

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

A. No more than a total of two (2) pets may be kept by Owners. Permissible pets must be typical domesticated household pets, such as dogs, cats, etc., and such pets shall not be kept or raised for commercial purposes.

B. On the Village Common Areas pets will be under handheld leash or carried at all times. On the Parcels when outside the living structure, pets must be leashed, carried or confined with an invisible fence system that is approved by the Board of Directors and by the DRC. Pet owners shall at all times be in control of their pets and not allow them to be a threat (perceived or actual) or source of nuisance to other residents and their guests or invitees.

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

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

E. Owners may not leave pets unattended in screened porches or on lanais where their

EXHIBIT A

AMENDED AND RESTATED DECLARATION

noise may bother others, and pets shall not be left unattended in yards or garages.

F. Tenants are not permitted to have pets.

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

8.14 Mailboxes. Mailboxes and house address numbers must conform to the specifications adopted by the Board and/or by the DRC, which may change from time to time. Owners are prohibited from installing new mailboxes or otherwise altering the mailbox provided by the Association or initial builder. Owners are responsible for maintenance and for any needed repairs or replacements of mailboxes.

8.15 Recreational, Play & Baby Apparatus. All bicycles, tricycles, scooters, skateboards and other play equipment, children toys, wading pools, baby strollers and similar items shall be stored in an enclosed garage so as to be out of sight from the other Parcels and from the street.

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

8.17 Dangerous Activities and Conditions. There shall be no activity or condition on the Village Common Areas or Parcels that could increase the cost of Association's insurance coverage or otherwise endangers the health, safety or welfare of other residents, or is likely to cause damage to Association Property. The Board of Directors shall determine in its sole discretion if any activities or conditions are prohibited under this section.

8.18 Children. Children shall, at all times while on the premises, act in an orderly manner without creating disturbing noises or being a nuisance to Owners.

ARTICLE IX **ENFORCEMENT OF COVENANTS**

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

9.2 Remedies. Failure to comply herewith or with such rules and regulations shall be

grounds for immediate action which may include, without limitation, the suspension of use rights, fines, an action to recover sums for damages, an action for injunctive relief, eviction or any combination thereof, or any other remedy available to the Association under the Act. The Board can levy daily fines as permitted by law until a violation is cured or abated, up to the maximum allowed by law.

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

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

ARTICLE X

TRANSFER OF OWNERSHIP AND LEASING OF PARCELS

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

- A. Individual Ownership. A Parcel may be owned by an individual person.
- B. Co-Ownership. Co-Ownership of Parcels is permitted, but each individual Owner must be living together as a Single-Family housekeeping unit approved upon application to the Association.
- C. Entity Ownership. A Parcel may be owned in trust or by a corporation, partnership, or other entity which is not a natural person. However, the intent of this provision is to allow flexibility in estate or tax planning, and not to create circumstances in which the Parcel or Unit may be used as short term transient accommodations for several individuals or families. Said corporation, trustee or any entity which is not a natural person shall designate one natural person to be the Primary Occupant, and the use of the Parcel or Unit by other persons shall be as Guests and as if the Primary Occupant is the only actual Owner.

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

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

A. An Owner intending to lease his Parcel or Unit must obtain advance approval from the Board. Upon receipt of a complete application and all applicable fees, the Board shall render a decision within 15 days. Approval may be withheld for good cause if a majority of the Board so votes. Good cause for disapproval is limited to following circumstances: i) the applicant has been convicted of a felony involving violence to persons or property, a felony involving a sexual offense, a felony involving controlled substances or a felony involving children; ii) the applicant's background involves disregard for community rules and restrictions; and iii) the Unit owner is delinquent in the payment of amounts owed to the Association or is in violation of the governing documents at the time of application. Approval if given is limited to the lease term, and each Occupant is subject to a new review and application at the expiration of the lease term.

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

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

D. Leases shall only be made to a Single Family. No Parcel or Unit may be leased for a period of less than ninety (90) days, nor longer than twelve (12) months, and only one (1) lease is permitted in any twelve (12) month period. No subleasing or assignment of lease rights is allowed unless approved by the Board. No individual rooms may be rented, and no transient tenants may be accommodated. During the term of the lease, no one but the tenant, his family within the first degree of relationship by blood, adoption or marriage, and their Guests may occupy the Parcel or Unit.

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

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

ARTICLE XI **AMENDMENTS**

11.1 Amendments. This Declaration may be amended at any time with approval from sixty percent (60%) of the voting interests of the Association. Said amendment shall be effective when a certificate, executed by the Association with same formalities as a deed, is recorded in the Collier County, Florida Public Records.

ARTICLE XII **GENERAL PROVISIONS**

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

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

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

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

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

12.6 Supremacy of Foundation Documents; Authority to Enforce Other Governing Documents. The Foundation Documents shall control over all the Association's Governing Documents except where the Governing Documents may be more restrictive, in which case the more restrictive provision shall control. In addition to all of the rights and obligations which have been conferred or imposed upon the Association pursuant to these Governing Documents, the Association shall be entitled to exercise any of the rights contained in the Foundation Documents.

ARTICLE XIII

DISCLAIMER OF LIABILITY OF ASSOCIATION

13. NOTWITHSTANDING ANYTHING CONTAINED IN THE GOVERNING DOCUMENTS, THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE PROPERTY INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OR ANY SUCH PERSONS, WITHOUT LIMITING THE FOREGOING:

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

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

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

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

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

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

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

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

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