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CERTIFICATE OF AMENDMENT OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR QUEENS PARK AND THE ARTICLES OF INCORPORATION AND BYLAWS OF QUEENS PARK COMMUNITY ASSOCIATION, INC.

THE UNDERSIGNED being the President and Secretary of QUEENS PARK COMMUNITY SERVICES ASSOCIATION, INC., a Florida non-profit corporation, do hereby certify and attest that the attached Amendments to the Declaration of Covenants, Conditions and Restrictions of Queens Park, originally recorded in O.R. Book 1317, Page 1089 *et seq.* of the Public Records of Collier County, Florida, and the Articles of Incorporation and By-laws of Queens Park Community Services Association, Inc., having been previously approved by the Board of Directors, were duly approved, adopted and enacted by the affirmative vote of the required percentage of members at the annual members' meeting called for that purpose at which a quorum was present and for which notice was given held on the 22nd day of February 2023.

Dated this 28th day of February 2023.

WITNESSES:

(Sign) _____

(Print) K KNOWLAND

(Sign) _____

(Print) DAVID L. KNOWLAND

QUEENS PARK COMMUNITY SERVICES ASSOCIATION, INC.

BY: Dana B. Lark
President of the Association
Print Name: Dana B. Lark

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization this 28th day of February 2023 by Dana Lark, as President of QUEENS PARK COMMUNITY SERVICES ASSOCIATION, INC., a Florida non-profit corporation, on behalf of said corporation. Said person is personally known to me or has produced _____ as identification and did (did not) take an oath.

NOTARY PUBLIC:
Patricia C. Richardson
STATE OF FLORIDA (SEAL)
My Commission Expires:

Notary Public State of Florida
Patricia C Richardson
My Commission GG 984253
Expires 05/28/2024

WITNESSES:

(Sign) K Knowland

(Print) K. KNOWLAND

(Sign) [signature]

(Print) DAVID L. KNOWLAND

QUEENS PARK COMMUNITY SERVICES ASSOCIATION, INC.

BY: [signature]
Secretary of the Association
Print Name: MARK CUNNINGHAM

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization this 28th day of February 2023 by Mark Cunningham as Secretary of QUEENS PARK COMMUNITY SERVICES ASSOCIATION, INC., a Florida non-profit corporation, on behalf of said corporation. Said person is personally known to me or has produced _____ as identification and did (did not) take an oath.

NOTARY PUBLIC: Patricia C. Richardson
STATE OF FLORIDA (SEAL)
My Commission Expires:

Notary Public State of Florida
Patricia C Richardson
My Commission GG 984253
Expires 05/28/2024

SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF QUEENS PARK

KNOW ALL MEN BY THESE PRESENTS that on December 23, 1987 the original Declaration of Covenants, Conditions, and Restrictions of Queens Park was recorded in Official Record Book 1317, at Page 1089 *et seq.,* of the Public Records of Collier County, Florida; subsequently on November 19, 2004 the Declaration was amended and restated and recorded at Official Record Book 3681, at Page 3876 *et seq.*, of the Public Records of Collier County, Florida. That Declaration, as it has previously been amended, is hereby further amended and is restated in its entirety.

The land subject to this Declaration (hereinafter "Queens Park" or the "Property") is legally described in Exhibits "A", "B", "C", "D", and "E" to the original Declaration. Exhibits "A", "C", "D" and "E" are hereby collectively incorporated herein by reference only and renamed "Composite Exhibit "A". Exhibit "B" to the original Declaration is incorporated herein by reference only as Exhibit "B". No additional land is being added by this instrument and no land is being removed by this instrument. The covenants, conditions and restrictions contained in this Declaration shall run with the land and be binding upon and inure to the benefit of all present and future owners. The acquisition of title to a Lot or Unit or any other ownership interest in the Property, or the lease, occupancy or use of any portion of a Lot 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.

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 "**Assessment**" means a homeowner's share of the funds required for the payment of common expenses.

1.2 "**Articles**" **and** "**Bylaws**" as used herein, means the Articles of Incorporation and the Bylaws of Queens Park Community Services Association, Inc., as amended from time to time. A copy of the Amended and Restated Articles of Incorporation and Bylaws are attached hereto as Exhibits "C" and "D" respectively.

1.3 "**Association**" means Queens Park Community Services Association, Inc., a Florida corporation not for profit, which is responsible for the maintenance and operation of the Common Areas and amenities in Queens Park.

1.4 "**Bedroom**" means a room designed for persons to sleep that also contains a closet and a door capable of being closed.

1.5 **"Board"** means the Board of Directors responsible for the administration of Queens Park Community Services Association, Inc.

1.6 **"Common Areas"** means all real property and all improvements and fixtures thereon described in Exhibit "B" and all improvements owned, leased or the use of which has been granted to the Association for the common use and enjoyment of its members. The Common Areas of the Association include all land described above and subject to this Declaration save and except for the individual Lot or Units and in the case of a condominium, the Unit and appurtenant common elements.

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

1.8 **"Common Surplus"** means the excess of all receipts of the Association, including but not limited to assessments, fees, profits and revenues over the common expenses.

1.9 **"Declaration"** means this Declaration of Covenants, Conditions and Restrictions of Queens Park as amended from time to time.

1.10 **"Family" or "Single Family"** shall refer to any one of the following:

(A) One natural person.

(B) Two or more natural persons who commonly and regularly reside together as a single housekeeping unit, each of whom is related by blood, marriage or adoption to each of the others.

(C) Two or more natural persons meeting the requirements of (B) above, except that there is among them a person or persons who are not related to some or all of the others.

1.11 **"Governing Documents"** means and includes this Declaration, the Articles and Bylaws, and all recorded exhibits thereto, as amended from time to time.

1.12 **"Guest"** means any person who is not the owner or a lessee of a home or a member of the owner's or lessee's family, who is physically present in, or occupies a home on a temporary basis at the invitation of the owner or other legally permitted occupant, without the payment of consideration.

1.13 **"Home"** means a residential dwelling unit intended for residential use that is constructed on the Properties.

1.14 **"Institutional Mortgagee"** means the mortgagee (or its assignee) of a mortgage against a Lot or Unit, which mortgagee is a bank, savings and loan association, mortgage company, insurance company, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration, or any agency of the United States of America. The term also refers to any holder of a mortgage against a Lot or Unit, which mortgage is guaranteed or insured by the Federal Housing Administration, the Veterans Administration, any agency of the United States of America, or by any other public or private corporation engaged in the business of guaranteeing or insuring residential mortgage loans, and their successors and assigns.

1.15 **"Lease"** means the grant by a residential owner of a temporary right of use of the owner's home for valuable consideration. The term "lease" includes all forms of occupancy for which the Owner receives or will receive any form of consideration including but not limited to occupancy pursuant to a license or transient rental agreement.

1.16 **"Lot or Unit" or "Parcel"** means the three hundred sixty-four (364) Lots, Units or parcels of land located within the real property described in Exhibit "A" intended and subdivided for residential use upon which a fee simple title to the Lot or Unit has been conveyed to the owner and is shown on the Plat or other description of the Property, but shall not include the Common Areas. The Lots or Units may be depicted and numbered on sketches or surveys attached to other documents as recorded in the Public Records of Collier County, Florida.

1.17 **"Members"** means and refers to those persons who are entitled to membership in the Association as provided in its Articles of Incorporation and Bylaws.

1.18 **"Occupy"** when used in connection with a home, means the act of staying overnight in a home. **"Occupant"** is a person who occupies a home.

1.19 **"Owner", "Parcel Owner", "Homeowner" or "Lot Owner" or "Unit Owner"** means the record owner of legal title to a Lot or Unit.

1.20 **"Primary Occupant"** means the natural person approved for occupancy of a home when title to the Lot or Unit is held in the name of two or more persons who are not husband and wife, or by a trustee or a corporation or other entity which is not a natural person. When used in reference to a home owned in one of the forms listed above, the term "primary occupant" shall be synonymous with the term "owner".

1.21 **"Property", "Properties" or "Community"** means all the real property that is subject to this Declaration which includes all single family homes, villas in Bougain Village and the condominium Units in Bougainvillas, A Condominium and Tiffany Pines, Condominium.

1.22 **"Structure"** means that which is built or constructed, or any piece of work artificially built or composed of parts joined together in some definite manner, the use of which requires a more or less permanent location on the ground. The term shall be construed as if followed by the words "or part thereof". The term includes without limitation, swimming pools, fences, flagpoles, antennas, playground equipment, and storage sheds.

1.23 **"Voting Interests"** means the voting rights distributed to the Association members pursuant to the Bylaws.

2. ASSOCIATION.

2.1 **Membership**. Every owner of a Lot or Unit shall be a member of the Association, and by acceptance of a deed or other instrument evidencing his or her ownership interest, each owner accepts his or her membership in the Association, acknowledges the authority of the Association as herein stated, and agrees to abide by and be bound by the provisions of this Declaration, the Articles and Bylaws, and the rules and regulations of the Association, as amended from time to time.

2.2 **Voting Rights**. Voting rights are set forth in the Bylaws of the Association.

2.3 **Articles of Incorporation.** A copy of the Amended and Restated Articles of Incorporation of the Association is attached to this Declaration as Exhibit "C".

2.4 **Bylaws.** A copy of the Amended and Restated Bylaws of the Association is attached to this Declaration as Exhibit "D".

2.5 **Delegation of Management.** The Association may contract for the management and maintenance of those portions of the Property it is required to maintain, and may authorize a licensed management agent to assist the Association in carrying out its powers and duties by performing functions which may include but are not limited to the submission of proposals, collection of assessments, keeping of records, enforcement of rules and maintenance, repair and replacement of the Common Areas with funds made available by the Association for such purposes.

2.6 **Acts of the Association.** Unless the approval or affirmative vote of the owners is specifically made necessary by some provision of the law or the governing documents, all approvals or actions permitted or required to be given or taken by the Association may be given or taken by its Board of Directors, without a vote of the owners. The officers and Directors of the Association have a fiduciary relationship to the owners. An owner does not have the authority to act for or bind the Association by reason of being a Lot or Unit.

2.7 **Powers and Duties.** The powers and duties of the Association include those set forth in Chapter 617, the Florida Corporation Not for Profit Statute, and Chapter 720, the Florida Homeowner Association Statute, and in the governing documents. The Association may contract, sue or be sued with respect to the exercise or non-exercise of its powers and duties. For these

purposes, the powers of the Association include, but are not limited to, the maintenance, management, and operation of the Common Areas. The Association has the power to enter into agreements to acquire leaseholds, memberships and other ownership, possessory, easement or use interests in lands or facilities for the use and enjoyment of the owners.

2.8 Official Records. The Association shall maintain its official records as required by law. The records shall be open to inspection by members or their authorized representatives at all reasonable times. The right to inspect the records includes a right to make or obtain photocopies at the reasonable expense of the member seeking copies.

2.9 Purchase of Lot or Unit. The Association has the power to purchase a Lot or Unit in Queens Park in connection with the foreclosure of an Association lien and to hold, lease, mortgage, encumber or convey any such Lot or Unit, such power to be exercised by the Board of Directors without prior approval of the members. In all other cases approval of the members is required as provided in Section 2.10 below.

2.10 Interests in Real Property. The Association has the power to acquire property, both real and personal. The power to acquire personal property shall be exercised by the Board of Directors. Except as otherwise provided in Section 2.9 above, the power to acquire, encumber or convey ownership interests in real property shall be exercised by the Board of Directors only after approval by at least a majority of the voting interests of the Association.

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

2.12 Roster. The Association shall maintain a current roster of names and mailing addresses of owners, based upon information supplied by the Lot or Unit owners. Lot and Unit owners are responsible for notifying the Association of any change in their mailing address or names. All such notices shall be in writing. A copy of the roster shall be made available to any member upon request. In the absence of a signed, written request by the owner to change the owner's name or mailing address the Association shall mail all notices and other information to the name and address shown on the roster. The Association shall have no obligation to perform any search to discover another address or name other than that shown on the roster.

3. ASSESSMENTS. The provision of this section shall govern assessments payable by all owners of Lot or Units, for the common expenses of the Association not directly attributable to one of the Lots or Units.

3.1 Covenant to Pay Assessments. Each owner of a Lot or Unit by the act of becoming an owner covenants and agrees, and each subsequent owner of any Lot or Unit (including any purchaser at a judicial sale), by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association:

(A) The Lot or Unit owner's share of annual assessments based on the annual budget adopted by the Board of Directors of the Association;

(B) The Lot or Unit owner's pro rata share of special assessments for capital improvements or other Association expenditures not provided for by annual assessments;

(C) Any charges properly levied against individual Lot or Unit owner(s) without participation from all other owners.

Assessments and charges shall be established and collected as provided herein and elsewhere in the governing documents. The owner of each Lot or Unit, regardless of how title was acquired, is liable for all assessments or installments thereon coming due while he or she is the owner. Multiple owners are jointly and severally liable. Except as provided in Section 3.10 below, whenever title to a Lot or Unit is transferred for any reason, the transferee is jointly and severally liable with the transferor for all unpaid assessments and charges against the transferor, regardless of when incurred, without prejudice to any right the transferee may have to recover from the transferor any amounts paid by the transferee. No owner may waive or otherwise escape liability for the assessments and charges provided for herein by waiver or non-use of the Common Areas, by abandonment, or otherwise. Except as provided elsewhere in the governing documents as to Institutional Mortgagees, no owner may be excused from the payment of assessments unless all owners are similarly excused. Assessments and other funds collected by or on behalf of the Association become the property of the Association. No Lot or Unit owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his or her Lot or Unit. No owner can withdraw or receive distribution of his or her prior payments to the common surplus or Association reserves, except as otherwise provided herein or by law.

3.2 Purposes of Assessments. The assessments levied by the Association shall be used for the purposes of promoting the general welfare of the Lot or Unit owners and residents of Queens Park; to operate, maintain, repair, improve, construct, and preserve (on a non-profit basis) the Common Areas owned by the Association for the benefit of its members, their guests, tenants and invitees; and to perform all other duties and responsibilities of the Association as provided in the governing documents. Common expenses also include the funds necessary to provide reserve accounts for:

(A) renovation or major repairs to the Common Areas; and

(B) for emergency and other repairs required as a result of storm, fire, natural disaster or other casualty loss.

3.3 Share of Assessments. The yearly budget will be assessed to the Members by dividing the total net expenses by a divisor equal to the number of single family members plus 71% of the number of condominium members. The result of such division will be a single family member's assessment. The condominium members assessments will be 71% of the single family member's

assessment. The resulting assessment figures may be rounded to the nearest dollar.

3.4 Lien. The Association has a lien on each Lot or Unit for unpaid past due Association assessments and charges, together with interest, late payment penalties and reasonable attorney fees incurred by the Association in enforcing this lien. The lien is perfected by recording a Claim of Lien in the public records of the county, which Claim of Lien shall state the description of the property encumbered thereby, the name of the record owner, the amounts then due and the dates when due. The Claim of Lien must be signed and acknowledged by an officer or agent of the Association. The lien shall continue in effect until all sums secured by said lien have been fully paid, and the lien satisfied or discharged. The Claim of Lien shall secure all unpaid assessments, charges, and fines plus interests, late fees, costs and attorney fees which are due and which may accrue or come due after the recording of the Claim of Lien and before the entry of a final judgment of foreclosure. Upon full payment, the person making payment is entitled to a satisfaction of the lien.

3.5 Foreclosure of Lien. The Association may bring an action in its name to foreclose its lien for unpaid assessments or charges by the procedures and in the same manner as is provided for the foreclosure of a mortgage. All unpaid assessments, fines, charges, interest, late fees, attorney fees and costs also constitute a personal obligation of the owners, and the Association may, in addition to any other remedy herein provided, bring an action at law against any owner liable for such unpaid amounts. If final judgment is obtained, such judgment shall include interest on the assessments as above provided and reasonable attorney fees to be fixed by the Court, together with the costs of the action, and the Association shall be entitled to recover reasonable attorney fees in connection with any appeal of such action.

3.6 Priority of Liens. The Association's lien for unpaid charges or assessments shall be subordinate and inferior to any recorded institutional first mortgage, unless the Association's Claim of Lien was recorded before the mortgage, but shall relate back to the date the original Declaration was recorded and therefore be superior to, and take priority over, any other mortgage regardless of when recorded. Any lease of a Lot or Unit shall be subordinate and inferior to the lien of the Association, regardless of when the lease was executed.

3.7 Application of Payments; Failure to Pay; Interest. Assessments, charges and installments thereon paid on or before ten (10) days after the date due shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law, calculated from the date due until paid. In addition to interest the Association may also charge an administrative late payment fee in an amount not to exceed the maximum amount allowed by law. Assessments, charges and installments thereon shall become due, and the Lot or Unit owner shall become liable for said assessments or installments, on the date established in the Bylaws or otherwise set by the Board of Directors for payment. All payments on account shall be applied first to interest, late payment fees, fines, costs and attorney fees, and then to delinquent charges or assessments. The Association may refuse to accept a partial payment which bears a restrictive endorsement and such will be the equivalent of no payment. No payment by check is deemed received until the check has cleared.

3.8 Acceleration. If any special assessment or installment of a regular assessment as to a Lot or Unit becomes more than thirty (30) days past due, and if a Claim of Lien is recorded, the Association shall have the right to accelerate the due date of the entire unpaid balance of the Lot or Unit's assessments for that fiscal year. The due date for all accelerated amounts shall be the date the Claim of Lien was recorded in the public records. The Association's Claim of Lien shall secure payment of the entire accelerated obligation, together with interest on the entire balance, attorney fees and costs as provided by law; and said Claim of Lien shall not be satisfied or released until all sums secured by it have been paid. The right to accelerate shall be exercised by sending to the delinquent owner a notice of the exercise, which notice shall be sent by certified or registered mail to the owner's last known address appearing on Association's roster, and shall be deemed given upon mailing of the notice, postpaid.

3.9 Certificate as to Assessment/ Mortgagee Questionnaire. Within ten (10) business days after request by a Lot or Unit owner or mortgagee, the Association shall provide a certificate (sometimes referred to as an "estoppel letter") stating whether all assessments and other monies owed to the Association by the Lot or Unit owner with respect to the Lot or Unit have been paid. Any person other than the Lot or Unit owner who relies upon such certificate shall be protected thereby. The Association may charge a fee not to exceed the maximum amount allowed by law to issue the estoppel letter. The Association may also charge a fee not to exceed the maximum amount allowed by law plus attorney's fees if any to complete a mortgagee questionnaire.

3.10 Mortgage Foreclosure. Unless otherwise provided by law, if the mortgagee of a first mortgage or an institutional mortgage of record acquires title to a Lot or Unit as a result of foreclosure of the mortgage, or as the result of a deed given in lieu of foreclosure, such acquirer of title shall not be liable for the share of common expenses or assessments attributable to the Lot or Unit, or to the former owner of the Lot or Unit, which came due prior to the mortgagee's acquisition of title. Any unpaid share of common expenses for which such acquirer is exempt from liability becomes a common expense collectible from all owners, including such acquirer and his or her successors and assigns. No owner or acquirer of title to a Lot or Unit by foreclosure, or by a deed in lieu of foreclosure, may be excused from the payment of any assessments coming due during the period of his or her ownership.

4. EASEMENTS AND COMMON AREAS. The following easements are hereby granted and/or reserved:

4.1 Easements for the performance of all its duties and responsibilities over, across and through the Properties are hereby reserved for the Association and its agents, employees, licensees and invitees.

4.2 Easements over, across and through the Properties are hereby granted to the Association for the purpose of access to each Lot or Unit for the purpose of providing necessary maintenance of the Lot or Unit as determined by the Association.

4.3 Appurtenant Easements. Subject to the restrictions found elsewhere in this Section 4, the

owner of each Lot or Unit, their guests, lessees and invitees, shall have as an appurtenance to their Lot or Unit a perpetual nonexclusive easement for ingress and egress over, across and through the Common Areas, for the use and enjoyment of all recreational facilities, such use and enjoyment to be shared in common with the other owners of Lot or Units, their guests, lessees and invitees, subject to the provisions of this Declaration.

4.4 Interior Roadway Easements. Although the roadways are currently maintained by Collier County, the roadways are subject to the rules and regulations as the Association imposes, however, each owner of a Lot or Unit shall have an easement for ingress and egress over said roadway system. The Association shall have the right to establish traffic and parking regulations and to enforce such regulation by all means lawful for such enforcement on drives and roadways. Speed bumps and other traffic calming or control devices shall only be installed if approved by a vote of the majority homeowners, present and voting in person or by proxy at a meeting of the members. Notwithstanding any provision in this Declaration to the contrary, it is expressly understood that the Association shall have the right to dedicate the Streets; (or any part of the Streets) to any governmental agency or public authority.

4.5 Utility Easements. A perpetual easement shall exist upon, over, under and across the Properties for the purpose of maintaining, installing, repairing, altering and operating sewer lines, water lines, waterworks, sewer works, force mains, lift stations, water mains, sewer mains, water distribution systems, sewage disposal systems, effluent disposal systems, pipes, valves, gates, pipelines, cable television and all machinery and apparatus appurtenant thereto as may be necessary for the installation and maintenance of utilities servicing all owners of Lots or Units and servicing the Common Areas, all such easements to be of a size, width and location so as to minimize and not unreasonably interfere with the use of any improvements which are now, or will be, located upon said property. The Association, through its Board of Directors, has the authority to grant additional such easements, and to modify, move or vacate such existing easements as may be necessary to efficiently and effectively provide utility and other services to the Lots or Units, and Common Areas.

4.6 Subordination. Notwithstanding any of the foregoing to the contrary, it is understood that these covenants and restrictions are subordinate, and will be subordinate without the necessity of any other instrument, to any existing easement or easements to any public or quasi-public utility for the installation and maintenance of service lines in the Common Areas.

4.7 Extent of Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(A) the right of the Association, in accordance with its Bylaws, to borrow money for the purpose of improving and/or maintaining the Common Areas and providing the services herein, and, to aid thereof, to mortgage said properties;

(B) the right of the Association to impose rules and regulations governing the use of the Common Areas and Association property as further provided in the Bylaws; and

(C) the right of the Association to a non-exclusive easement over, across and through each Lot or Unit as necessary to meet the Association's maintenance responsibilities.

4.8 Any owner of a Lot or Unit in the Properties which Lot or Unit contains a structure which encroaches upon another Lot or Unit or, the Common Areas shall have a valid easement for the encroachment and maintenance of same, as long as it stands and exists.

5. MAINTENANCE.

5.1 **Association Maintenance.** The Association shall have the maintenance repair and replacement responsibility for all Common Area property located within Queens Park and not forming a part of the individual Lot or Units (other than the altered areas that are required elsewhere herein to be maintained by the Lot or Unit owner) including the landscaping, lakes, parks, and entrances and the electrical fixtures serving the Common Areas.

5.2 **Lot or Unit Owner Maintenance.** The individual Lot or Unit owners or as applicable any Condominium Association shall have the maintenance, repair and replacement responsibility of the following:

(A) The home, structure and all structural components, including courtyard walks, entry gates, balconies, entry doors, garage doors, an roof components, windows, sliding glass doors, screens, screen doors and their hardware, frameworks, and locks serving the home. The roofs and exterior of the structure shall be cleaned on a regular basis to remove and discourage mold growth.

(B) The complete interior of the home including all interior walls, floors, ceilings, partitions, cabinets, plumbing and all other interior components.

(C) Interior and exterior electrical lines and hookups, all air conditioning components, appliances, TV cables and connections, telephone and other similar lines and connections and sewer pipes and septic systems serving the individual Lot or Unit or Condominium Association.

(D) All grounds, green areas, drain courses, sprinkler systems and other portions of the properties located on the individual Lot or Condominium common elements.

(E) Any modifications, alteration, installation or addition to the Lot or Unit or Condominium common elements made by the Lot or Unit owners or Condominium Association or their predecessors in title shall only be made with Board approval including but not limited to, any decks, fences or concrete pads. The Lot or Unit owner shall be responsible for insurance, maintenance, repair and replacement of such modifications, installations or additions and the cost of removing and replacing or reinstalling such modifIcations if their removal by the

Association becomes necessary in order to maintain, repair, replace or protect other parts of the properties for which the Association is responsible.

(F) Lot, Units and Condominium common elements shall be kept in a neat and well maintained condition at all times, free from debris and rubbish and the lawn areas shall be regularly mowed.

5.3 Enforcement of Maintenance. If the owner of a Lot or Unit or as applicable a Condominium Association fails to maintain the Lot, Unit or Condominium common elements as required above, the Association shall have the right to institute legal proceedings to enforce compliance, or may take any and all other steps necessary to remedy such violation, including but not limited to entering the Lot, Unit or Condominium, with or without consent of the Lot or Unit owner or Condominium Association. The Association may repair, replace or maintain any item which constitutes a hazard to other property or residents, prevents the Association from fulfilling its maintenance responsibilities, or which has a materially adverse effect on the appearance of the Properties. Any expenses so incurred by the Association shall be billed directly to the owner of the Lot or Unit or Condominium Association to which such services are provided, and shall be a charge against the Lot or Unit, secured by a lien against the Lot or Unit as provided in Section 3 above.

5.4 Negligence; Damage Caused by Condition in Lot or Unit. Each Lot or Unit owner shall be liable for the expenses of any maintenance, repair or replacement of Common Areas, other Lot or Units, or personal property made necessary by his or her act or negligence or by that of any member of his or her family or his or her guests, employees, agents, or lessees.

6. ARCHITECTURAL CONTROL TO PRESERVE THE BEAUTY, QUALITY AND VALUE OF THE COMMUNITY.

6.1 Improvements Requiring Approval. No building, structure, enclosure or other improvement shall be erected or altered, nor shall any grading, excavation, landscaping, change of exterior color, or other work which in any way alters the exterior appearance of any structure, Lot or Unit, or portion of Common Area or Condominium Common Element, be made, unless and until the plans, specifications and location of same shall have been submitted to, and approved in writing by the Architectural Review Board (hereinafter "ARB"). All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography. The ARB shall have thirty (30) days after delivery of all required information, plans and materials to approve or deny any such plan, and if not denied within such period, said plans shall be deemed approved unless within the same period the Board of Directors denies the plan in which case regardless of any action or inaction by the ARB the plan shall be deemed denied. All approved modifications or improvements shall be completed within one hundred eighty (180) days from the date of approval. All changes, alterations or modifications to an approved plan must also be approved pursuant according to these same requirements.

6.2 The ARB. The architectural review and control functions of the Association shall be

administered and performed by the Architectural Review Board (the ARB), which shall consist of at least three (3) persons, who shall be members of the Association. All members of the ARB shall be appointed by and shall serve at the pleasure of the Board of Directors of the Association. The Board of Directors can appoint all or some of the Directors to the ARB. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB. Any vacancy occurring on the ARB because of death, resignation, or other termination of service of any member thereof, shall be filled by the Board of Directors. The members of the ARB shall receive no compensation for services other than reimbursement for actual expenses approved in advance by the Board of Directors incurred by them in the performance of their duties hereunder. The ARB shall, with the prior approval of the Board of Directors, have the power to engage the services of professionals for compensation for purposes of aiding the ARB in carrying out its functions. Notwithstanding anything to the contrary contained herein or elsewhere all decisions of the ARB are subject to review by the Board of Directors and the Board of Directors has the authority to overrule, void or otherwise modify in all respects any decision of the ARB.

6.3 **Powers and Duties.** The ARB shall have the following powers and duties:

(A) To recommend, from time to time, to the Board of Directors of the Association the creation or modification and/or amendments to the Architectural Planning Criteria. Any Architectural Planning Criteria or modifications or amendments thereto shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association at a meeting duly called and noticed and at which a quorum is present. Notice of the adoption, modification or amendment to the Architectural Planning Criteria, including a verbatim copy of such adoption, change or modification, shall be delivered to each member of the Association. However, receipt of notice of a Board meeting concerning the Architectural Planning Criteria or a copy of any adoption of or modification or amendment to the Architectural Planning Criteria shall not affect the validity of such change or modification.

(B) To require submission to the ARB of one (1) complete set of all plans and specifications for any improvement, structure of any kind or any other work which in any way alters the exterior appearance of any structure, Lot or Unit or Common Area or Condominium Common Element, including without limitation, any building, fence, well, swimming pool, tennis court, enclosure, sewer, drain, disposal system, decorative building or landscape devise, object or other improvement, the construction or placement of which is proposed upon the Properties. The ARB may also require submission of samples of building materials proposed for use on or as part of any home, and may require such additional information as may reasonably be necessary to completely evaluate the proposed structure or improvement in accordance with this Declaration and the Architectural Planning Criteria. When an Owner intends to paint their home the ARB may require that the intended color be painted in a 3'x3' square on the home or a board as a sample for the ARB to review.

(C) To approve or disapprove any improvement or structure of any kind, including, without

limitation, any building, fence, wall, screen enclosure, drain or disposal system, or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon the Properties, and which is visible from the outside of any home. Evidence of approval by the ARB may be made by a certificate, in recordable form, executed by the Chairman of the ARB. Any party aggrieved by a decision of the ARB or Board of Directors shall have the right to make written request to the Board of Directors of the Association within thirty (30) days of the decision, for a re-review thereof. The determination of the Board upon re-reviewing any such decision shall in all events be dispositive.

(D) To adopt a procedure for inspecting approved changes during and after construction to insure conformity with approved plans. If it is determined by the ARB that the improvement or work is not in compliance with the approved plans and specifications then upon written demand from the ARB the work shall be suspended until such time as the ARB authorizes the work to be recommenced.

(E) Notwithstanding anything to the contrary contained herein if an owner is delinquent in the payment of assessments, fines or other charges or has failed to correct a violation of these covenants or the rules of the Association for which they have been given notice the approval of the ARB may be denied or withheld pending payment of the assessments, fines or other charges or correction of the violation.

(F) The Board of Directors shall have the right to impose a fine of up to $100 per day for any work commenced without an ARB approval up to a maximum of $1000. All ARB approvals are valid for 180 days. If a homeowner fails to complete the work within this time period, the Board of Directors shall have the right to impose a fine of up to $100 per day for each day the work is not completed up to a maximum of $5,000.

6.4 **Variances.** The ARB may authorize variances from compliance with any of the architectural provisions of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental which must be signed by at least two (2) members of the ARB. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variances were granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his or her use of the Lot, including, but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority.

6.5 **Nonliability of ARB Members.** Neither the ARB nor any member thereof, nor its duly authorized ARB representative, shall be liable to the Association or any Owner or any other person or entity for any loss, damage, or injury arising out of or in any way connected with the performance or nonperformance of the ARB's duties hereunder, unless due to the willful misconduct or bad faith

of a member, and only that member shall be liable therefore. The ARB shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration, or addition solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and to the Development. The ARB shall take into consideration the aesthetic aspects of the architectural designs, placement or buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes.

7. ASSOCIATION'S SUPERIOR RIGHTS AND POWERS; CONFLICT.

7.1 Ownership in Queens Park. In taking title to a Lot or Unit, each Owner becomes subject to the terms and conditions of this Declaration. In the case of any inconsistencies between the terms of this Declaration and any other Declaration of Condominium or other recorded covenants, the terms of the more restrictive provision shall control unless such terms are prohibited by this Declaration, in which event the terms of this Declaration shall control.

7.2 Supremacy of Declaration; Authority to Enforce Other Governing Documents. In addition to all of the rights and obligations which have been conferred or imposed upon the Association pursuant to this Declaration and the Articles and Bylaws of the Association, the Association shall be entitled to exercise any of the rights contained in any governing documents of the condominium associations within Queens Park. Further all such other associations and all committees thereof within Queens Park shall also be subject to all superior rights and powers conferred upon the Association pursuant to this Declaration and the Articles and Bylaws. No other association within Queens Park shall take any action in derogation of the rights of, or contrary to, the interests of the Association.

8. USE RESTRICTIONS. The following rules and standards apply to Queens Park and shall be enforced by the Association pursuant to Section 13 hereof.

8.1 Home; Maximum Occupancy. Each home shall be occupied by only one family at any time. Any occupancy allowed by the owner in the owner's or owners spouse's absence for longer than fourteen (14) days, including but not limited to family members, friends, or tenants, whether consideration is paid or not, shall be deemed a lease and subject to the lease approval requirements in Section 11 of the Declaration. Each home shall be used as a home and for no other purpose. No business or commercial activity shall be conducted in or from any home including but not limited to visitation of the home by clients, customers, suppliers or other business invitees, or door-to-door solicitation of residents. This restriction shall not be construed to prohibit any owner from maintaining a personal or professional library in his or her home, from keeping his or her personal, business or professional records in his or her home, from handling his or her personal, business or professional telephone calls or written correspondence in and from his or her home, or conducting a "no impact" home based business in and from his or her home. Such uses are expressly declared customarily incident to residential use. Examples of businesses which are prohibited and are considered "impact" businesses are businesses or commercial activity or ventures that create

customer traffic to and from the home, create noise audible from outside the home, or generate fumes or odors noticeable outside the home, including but not limited to, a home day care, beauty salon/barber, and animal breeding. The maximum number of occupants in a home shall not exceed two (2) persons per bedroom unless approve by the Board in order to avoid undue hardship.

8.2 Pets/Animals. No more than a total of three (3) normal domesticated household pet dogs, cats and birds are permitted. There is no restriction on the keeping of pet fish. Exotic or exotic hybrid pets that are poisonous and/or dangerous are not allowed. Pets and animals must be carried or leashed at all times when not on the owner's Lot or outside of a Unit. The ability to keep pets is a privilege, not a right, and the Board of Directors is empowered to order and enforce the removal of any pet or animal that, in its sole and exclusive discretion, becomes a source of annoyance to other residents or endangers the health, safety and welfare of residents. No poultry, swine or livestock may be kept on the properties. Beehives/apiary operations are not permitted. Commercial activities involving pets and animals, including but not limited to breeding for sale, is prohibited. All pets and animals must be licensed by the appropriate State or local authorities. Each homeowner shall immediately remove their pet's or animal's feces from Lots, Common Areas or Condominium Common Elements. Notwithstanding the foregoing, pit bull and pit bull mix dogs shall be prohibited. A pit bull or pit bull mix dog is defined as any dog that, in the sole and exclusive discretion of the Board, has the appearance and characteristics of being predominantly and commonly referred to as a "pit bull" regardless of the opinion of any veterinary doctor.

In addition to complying with the above paragraphs regarding animals and pets, Owners shall be required to comply with all applicable local, state and federal laws, rules and regulations regarding animals and pets.

8.3 Nuisances and Quiet Enjoyment. No owner shall use his or her home, or permit it to be used, in any manner which constitutes or causes an unreasonable amount of annoyance or nuisance to the occupant of another home, or which would not be consistent with the maintenance of the highest standards for a first class residential community, nor permit the premises to be used in a disorderly or unlawful way. The use of each home shall be consistent with existing laws and the governing documents, and occupants shall at all times conduct themselves in a peaceful and orderly manner. No solicitation will be allowed at any time within the community.

8.4 Signs, Flags and Banners.

Signs: Except as provided herein no owner may post signs of any type whatsoever in Queens Park. The temporary posting or display of a professional "For Sale", "For Rent", "Open House" or other similar sign shall be permitted . The Board may adopt specifications regarding the size, shape, content, location, number and duration of permissible signs. Lot owners may post security/alarm signs issued by the security/alarm service provider in accordance with Chapter 720, Florida Statutes. Political candidate signs, flags and banners are allowed up to two (2) months prior to and one (1) week after the election for which the sign, flag or banner pertains and shall be limited to two (2) professionally manufactured signs, flags or banners per candidate issued by the candidate or party per Lot including inside the windows of the home visible from the street. The Board may also allow

other types of signs as it deems permissible from time to time and adopt specifications regarding same.

Flags and Banners: One official United States flag, one official flag of the State of Florida and two official flags not larger than 4.5 feet by 6 feet which represent any of the official branches of the United States military (including POW-MIA, space force, and First Responder flags) are permitted. Up to two (2) national flags of other countries are allowed. Sports, school or other types of temporary flags or banners are permitted.

No sign, flag or banner containing profanity or hate speech is allowed. The Association has the right to remove any sign, flag or banner not deemed by the Board to be in compliance with this Section 8.4 with prior notice to the Owner.

8.5 Garages. In order to maintain a harmonious and aesthetic appearance, all garage doors within Queens Park shall remain closed except when in present active and actual use. Each home shall have an attached garage capable of housing not less than two (2) nor more than three (3) standard sized automobiles. Carports are prohibited. No garage shall be enclosed or converted to other use without the approval of the ARB. Garages shall not be used as bedrooms regardless of the existence of doors and closets.

8.6 Lots and Lot Structures; Square Footage. Other than one single family home, and related garage, no structure, trailer, house trailer, tent, shack, shed, barn or other outbuilding shall be used or placed on any Lot or the Common Areas or Condominium Common Elements at any time either temporarily or permanently without the approval of the ARB. Each single family home on a Lot located on the property described as the "Exhibit C" Property in the original Declaration shall have a minimum of 1,500 square feet of air conditioned floor area exclusive of breezeways, porches, patios and garages; and each single family home on a Lot located on the property described as the "Exhibit D" property in the original Declaration shall have a minimum of 1,200 square feet of air conditioned floor area exclusive of breezeways, porches, patios and garages. The roof of each structure shall have a 5/12 slope unless otherwise approved by the ARB. Any proposed roof replacement, in whole or in part, shall first be approved by the ARB. No Lot shall be divided, subdivided, partitioned or reduced in size except that with the approval and consent of the ARB adjacent property owners may split a Lot between them so long as no building site shall be on less than one Lot as originally created. Two or more adjacent Lots may be used as a single building site with the approval of the ARB.

8.7 Setback Lines. All buildings and structures erected or constructed shall conform in setback limitations as follows:

(A) Exhibit C Property as described in the original Declaration:
- i. Front Yard - Thirty (30') feet.
- ii. Side Yard - Seven and one half (7.5') feet.
- iii. Rear Yard (includes setback from lakes) - Twenty-Five (25') feet.

(B) Exhibit D Property as described in the original Declaration:
i. Front Yard - Twenty (20') feet.
ii. Side Yard - Five (5') feet.
iii. Rear Yard (includes setback from lakes) - Twenty (20') feet

8.8 Motor Vehicles and Boats. No mechanical repairs of vehicles or boats is permitted on the properties outside of garages except in an emergency. No car covers are permitted. No boats, ATV's, swamp buggies, golf carts, dune buggies, go carts, wave runners, jet skis, motorcycles, mopeds, trailers, motor homes, travel trailers, campers, recreational vehicles or commercial vehicles shall be parked anywhere on the properties outside of garages for more than eight (8) hours unless the vehicle is on the premises to provide services to an owner or the Association or in the case of boats , trailers, motor homes, travel trailers, campers and recreational vehicles, for the purpose of being actively loaded, unloaded or cleaned in preparation for use or after use. As used herein the term "commercial vehicle" means trucks, vans, including but not limited to "panel vans" lacking windows on all sides, and other vehicles which are used for business purposes including but not limited to any vehicle which displays a company name or logo on its exterior, is adorned with signs, flags, advertisements or any type of lettering or graphics of a commercial nature, or any vehicle with racks, ladders, staging, or other equipment or attachments of a commercial nature, including supplies used for commercial purposes, on or visible in the vehicle. Additionally, and notwithstanding the foregoing, any vehicle, by whatever name designated, which is used for transporting goods, equipment or paying customers shall be considered a commercial vehicle regardless of any definition found elsewhere to the contrary. Further, any vehicle, whether commercial or non-commercial, with body parts such as the hood, door, quarter panel, bumper or bed removed shall be placed completely inside a garage so that it is not visible from any adjacent street or Lot or Unit. All vehicles shall have a current license and registration. No vehicle, trailer, or boat of whatever type described herein shall be parked in a manner blocking a Common Area sidewalk or on the roadways, streets, lawns or other unpaved areas. Law enforcement and other government issued vehicles are excepted from these restrictions.

The Board may make limited exceptions to these restrictions from time to time for appropriate reasons as it deems advisable. Any such vehicle or recreational equipment parked in violation of these or other regulations contained herein or in the rules and regulations adopted by the Association may be towed by the Association, at the sole expense of the owner of such vehicle or recreational equipment, if it remains in violation for a period of twenty-four (24) consecutive hours or for forty-eight (48) non-consecutive hours in seven (7) day period. The Association shall not be liable to the owner of such vehicle or recreational equipment for trespass, conversion, damages, or otherwise, nor guilty of any criminal act by reason of such towing, and neither its removal nor failure of the owner of such vehicle or recreational equipment to receive any notice of said violation shall be grounds for relief of any kind.

8.9 Window Coverings & Hurricane Shutters. No reflective film, newspaper, sheets, towels or other temporary coverings are allowed as window coverings. Hurricane shutters may be used on a temporary basis. They may be displayed no earlier than one month prior to and two weeks after

hurricane season which runs from June 1-November 30. Roll up type shutters that are affixed to the structure are allowed and may be rolled down as added security when a homeowner is not in residence for short periods of time in and out of the designated hurricane season.

8.10 Landscaping. All areas of Lot or Units not covered by structures, walkways or paved parking facilities shall be maintained by their owners as lawn or landscaped areas to the roadways edge of any abutting streets and to the waterline of any abutting lakes, canals or water management areas. As contained in the original Declaration stone, gravel or paving may not be used as a substitute for grass in a lawn. All lawn and landscaping shall be completed at the time of completion of the structure as evidenced by the issuance of a Certificate of Occupancy by the appropriate governmental agency and shall thereafter be kept in good condition by the owner. Lawns must be regularly cut and mulched areas regularly mulched. The landscaping on Lot or Units, including without limitation the trees, shrubs, lawns, flowerbeds, walkways and ground elevations, shall be maintained by the owner thereof in a well groomed manner as determined in the sole and exclusive discretion of the Board. Lots contiguous to lakes and/or drainage ditches or swales shall extend and maintain their lawns and landscaping to the water's edge or to the opposite side of the drainage ditch or swale as the case may be. Upon ten (10) days written notice to the Lot Owner the Association shall have the irrevocable right to enter upon any Lot and perform lawn, landscaping or other maintenance which the owner has failed to perform. Said action shall not be deemed a trespass. The cost of such maintenance shall be charged to the Lot owner and if said charge is not paid with thirty (30) days shall be secured by a lien against the Lot.

The Association shall not prohibit any Owner from implementing Florida-friendly landscaping in accordance with Section 373.185 of the Florida Statutes. Florida Friendly Landscaping, sometimes referred to as Xeriscape, is one where the right plants are in the right places, watering is done efficiently, mulch is used, wildlife is attracted, yard pests are managed responsibly, fertilizing is done appropriately, yard waste is recycled, storm water runoff is significantly reduced, and any waterfront is protected from pollutants. Florida Friendly Landscaping does NOT mean an Owner can opt to have no grass or plantings on their Lot. Any major landscaping change must be approved by the ARB. In the event an Owner wants to implement a Florida Friendly Landscape, the ARB will:

1. Evaluate any Owner's request to install Florida Friendly Landscaping, which request should include a plan submitted by the owner wishing to implement the Florida Friendly Landscaping, which plan delineates exactly what Florida Friendly Landscaping such owner intends to install and where; and
2. Evaluate the species of Florida Friendly Landscape sought to be planted and maintained are consistent with and conform to those approved by the Association; and
3. Ensure the plan does not disrupt an overall consistent appearance of the community; or cause property values to decline.

No artificial grass shall be placed or maintained upon the visible exterior portion of any lot from the street.

All Owners must comply with the Collier County Fertilizer and Urban Landscape Program guidelines and requirements. See: https://www.colliercountyfl.gov/government/growth-management/divisions/capital-project-planning-impact-fees-and-program-management/watershed-management-plans/collier-county-florida-friendly-fertilizer-ordinance.

8.11 Trash, Garbage and Recycling. Trash, garbage, recycling and other waste shall be kept only in sanitary containers which shall be kept in a clean and sanitary condition and screened from view from neighboring homes and the interior roadways except when out for pick-up. Recycle bins and trash shall not be put on the curb for pick-up prior to 6:00 p.m. the night before the scheduled pick-up and shall be removed from the curb no later than 8:00 p.m. the day of pick-up. Placement of trash and recycle bins shall otherwise conform with applicable County regulations. No Lot shall be used as dumping ground for rubbish, trash, waste or natural waste matter (lawn clippings, leaves etc.). No incinerator or outdoor burning is permitted.

All containers, dumpsters or garbage facilities shall be stored inside the garage or screened from view from the street or by adjacent neighbors and be kept in a clean and sanitary condition. materials are not permitted. All screening of garbage or recycling containers requires ARB approval. No noxious or offensive odors shall be permitted. Screening of bins. shall be no higher than 5'. The use of vegetation as screening is encouraged or in combination with other types of screening such as fencing or walls, but under no circumstances is wood screening permitted.

8.12 General.

(A) No towels, garments, rugs, etc., may be hung from windows, railings or other parts of the homes. No clotheslines or drying yards shall be located so as to be visible from neighboring homes or from the interior roadways within Queens Park.

(B) No weeds, underbrush or other unsightly weeds, mold or growths shall be permitted to grow or remain upon any part of the premises and no refuse pile or unsightly objects shall be allowed to be placed or remain anywhere thereon. No exotic or poisonous plantings are permitted.

(C) No obnoxious or offensive activity shall be carried on within Queens Park or upon any part, portion or tract thereof, nor shall anything be done which may be or become a source of unreasonable nuisance or annoyance to the Community or its residents.

(D) No antenna of any kind shall be placed or erected upon any Lot or Unit or affixed in any manner to the exterior of any building other than a satellite antenna less than one meter in diameter, an aerial designed to receive over-the-air television broadcast, or an antenna designed to receive multichannel, multi point distribution service which may be installed only at a location on a Lot or Unit recommended by the ARB subject to all height restrictions imposed by Collier County. In approving the installation and location of any antenna the ARB and Board shall comply with all applicable laws, whether state or Federal.

(E) Excessive exterior lighting on any lot is prohibited. The Board, in its sole discretion shall determine whether any exterior lighting is excessive. Lighting requirements may differ between Lots, in different locations. Any exterior lighting shall require ARB approval.

(F) All recreational facilities and improvements constructed or placed on a Lot or Unit, including but not limited to swimming pools, spas, tennis courts, ramps, jungle gyms, playground type structures, play houses, tree forts, platforms, basketball hoops/backboards, dog houses or any other structure of a similar type, kind or nature shall be allowed only upon written approval of the ARB in advance of placement or construction. All lighting must be approved by the ARB with primary consideration given to the effect of the proposed lighting on the surrounding residences. Any approved structure must be placed in the rear of the property directly behind the house and not visible from the street. In no event shall any above ground pools be permitted.

(G) Storage Tanks. No Above Ground Storage tanks, including but not limited to those used for storage of water, propane gas, gasoline, oil, or other liquid or gas, shall be permitted on the Lot outside of the building. Below ground propane tanks may be allowed with approval of the ARB.

(H) Generators. Whole house permanently installed generators are permitted with ARB approval. Portable generators are permitted for temporary emergency use during prolonged power outages caused by windstorms, other natural disasters or equipment failure.

8.13 Driveways. All dwellings shall have a driveway of stable and permanent construction. The driveway shall be at least twelve (12') feet in width. All driveways shall be made of concrete unless otherwise approved by the ARB in advance and in writing. Concrete, brick pavers and/or tile are allowable driveway materials. Asphalt driveways are prohibited.

8.14 Underground Utilities. All electric, telephone, gas, cable and other utility lines shall be installed underground.

8.15 Water Management and Drainage Areas. The water management and drainage areas (lakes) are not part of the Common Area of the Association. The use of the water management and drainage areas is restricted as provided in this Declaration and by Rule adopted by the Board from time to time. The maintenance, repair and replacement of the water management and drainage areas are the obligation of the Master Association.

8.16 Irrigation and Sewer. All homes shall be connected to the munlcipal sewer system. No septic tanks are permitted. No Owner shall draw irrigation water from any lake or drainage area . Private wells for irrigation are permitted with prior written approval of the ARB.

8.17 Lakes. Boats with power motors of any kind are prohibited except as authorized by the Board of Directors for the purpose of lake maintenance. Nonmotorized boats or canoes are

permitted on the lake subject to the approval of the Board of Directors. Docks are prohibited. All fishing on the lakes must be catch and release. Owners are prohibited from dumping garbage, landscape debris, pet waste or anything else in the lakes.

8.18 Mailboxes and Post Lamps. All mailboxes and post lamps throughout the single-family home neighborhoods must be approved by the ARB. Mailboxes and lamp posts shall be maintained in a good, neat and clean condition.

8.19 Guests. The following shall regulate Owner's Guests.

1. Occupancy in the Absence of the Owner. If the owner and his or her family who permanently reside with him or her are absent, and are not occupying the home, and the home has not been leased, the owner may permit his or her home to be occupied by his or her guests only in accordance with the following:

   (A) Any one person, who is the grandparent, parent or child of the Owner or the unit owner's spouse or significant other, if any, may occupy the home in the absence of the owner without limitation as to the number of occasions or length of stay.

   (B) House guests not included within the previous paragraph are permitted with the proviso that the family consist of no more than one guest, his or her spouse or significant other, if any, and their natural or adopted children, if any. Such guests may stay only two (2) weeks and the number of occasions for this type of guest occupancy in any home shall be limited to two (2) in any calendar year.

   (C) All overnight guests who are not accompanied by the Owners must be registered with the Association office and authorized by written instructions from the owner to avoid having their presence challenged by other owners, security, or management. The Owner shall submit the names of all house guests and the length of their stay in writing to the management office in advance.

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

3. Occupancy When Owner is Present. There is no restriction on the number of guests, whether related or unrelated to the Owner, who may occupy the home in the presence of the Owner with the exception of any municipal regulations governing occupancy, Section 1, and no guests may stay longer than 30 days without Board approval.

8.20 Firearms. The term "firearms" includes "B-B" guns, pellet guns and other firearms of all types, regardless of size. Florida Statute 790.15 states (in part); "any person who knowingly discharges a firearm in any public place or on the right-of-way of any paved public road, highway, or

street, who knowingly discharges any firearm over the right-of-way of any paved public road, highway, or street or over any occupied premises, or who recklessly or negligently discharges a firearm outdoors on any property used primarily as the site of a dwelling as defined in Statute 776.013 or zoned exclusively for residential use commits a misdemeanor of the first degree."

8.21 Fireworks. It is illegal in Collier County to use any fireworks that explode or fly, unless they are being used in a professional demonstration with proper permits. Per Section 791.08, Florida Statutes fireworks are only allowed on designated holidays. (1) As used in this section, the term "designated holiday" means: (a) New Year's Day, January 1; (b) Independence Day, July 4; or (c) New Year's Eve, December 31.

8.22 Fences: The Queens Park Homeowners Association, Inc., is committed to balancing the desires for a coordinated, upscale community with the interests of individual residents. The appearance of fences is critical in maintaining this balance.

(A) Fences are prohibited on Lots that are located on lakes except as a privacy buffer between homes and will be limited in length as determined by the Board. Fences are permitted on Lots on canals if the fence is not located within a drainage easement.

(B) A fence may surround the perimeter of a patio provided the patio is attached to or adjoining the dwelling. A fence may surround an inground swimming pool in lieu of a screen enclosure provided the swimming pool area is attached to or adjoining the dwelling. Any fence may not exceed six (6') feet in height and be located within the side or rear setback lines. In no event may a fence be placed in the area between the front of a dwelling and the street at the front of the home on which the dwelling is located.

(C) Fences are to be constructed of wrought iron, steel, aluminum or vinyl and should relate to the main dwelling in terms of location, height, style, material and color. Wood fencing is not permitted.

(D) The ARB will provide the established fence criteria to a homeowner prior to submission of an ARB request form for installation of a fence. All fences must be approved by the ARB prior to the installation. In the event the ARB approves the installation of a fence, it shall also have the right to require a specific type of fencing to blend with adjacent lots, the installation of landscaping, also subject to ARB approval, at the time the fence is approved.

(E) The Owner assumes complete responsibility to maintain any fence, including, but not limited to, painting or repairs, and the trimming of grass or other plantings along the fence. Any rust staining from sprinkler irrigation must be removed on a regular basis to maintain neat appearance. The determination of whether an Owner is failing to maintain and properly care for a fence on their Lot shall be determined in the sole discretion of the Board of Directors.

Further, if an Owner fails to comply with the responsibility to maintain and care for a fence, the Association shall be entitled, but not obligated, to perform such care and maintenance itself and to levy on the offending Owner an assessment equal to the cost of performing such maintenance and if such assessment is not paid by the Owner within 30 days of being levied, it shall constitute a lien against the applicable Lot and dwelling.

(F) All fencing must be in compliance with the setback lines described in Section 8.7. In addition, the installation of any fence placed upon any Lot is subject to easements which run with the land. In the event the grantee of any such easement which runs with the land (i.e. FPL), its successors and/or assigns, requires the removal of any fence upon the Lot, then the owner of such shall, at the Owner's sole expense, immediately remove the fence. The Owner of a Lot in installing any fence upon the Lot shall comply with all valid laws, zoning ordinances and regulations of the city and County governmental bodies including, but not limited to, proper permitting and surveying, in addition to ARB approval.

(G) Certain pre-existing fences or walls that were previously allowed ("grandfathered") prior to this amendment. See Exhibit "E" attached hereto of the grandfathered fences and walls.

9. INSURANCE. In order to adequately protect the Association and its members, insurance shall be carried and kept in force at all times in accordance with the following provisions:

9.1 Association; Required Coverage. The Association shall maintain adequate property insurance covering all the Common Areas and all Association property. The Association shall also provide adequate general liability insurance. The amounts of coverage shall be determined annually by the Board of Directors. The insurance carried by the Association shall afford at least the following provisions:

(A) Property. Loss or damage by fire, extended coverage (including windstorm), vandalism and malicious mischief, and other hazards covered by the standard "All Risk" property contract.

(B) Liability. Premises and operations liability for bodily injury and property damage in such limits of protection and with such coverage as are determined by the Board of Directors, with cross liability endorsement to cover liabilities of the Lot or Unit owners as a group to a Lot or Unit owner.

(C) Automobile. Automobile liability for bodily injury and property damage for all owned and non-owned motor vehicles when used for Association business, in such limits of protection and with such coverage as may be determined by the Board of Directors.

(D) Compensation. The Association shall maintain Workers' compensation insurance if required by law.

9.2 Duty to Insure. Each Lot or Unit owner is responsible for insuring the real and personal property within his or her own Lot or Unit and home. Each owner must recognize that he or she bears financial responsibility for any damage to his or her property or liability to others that would otherwise be covered by such insurance liability including all risk, flood, liability, etc.

9.3 Duty to Reconstruct. If any home or other improvements located on any Lot or Unit and home are destroyed or damaged as a result of fire, windstorm, flood, tornado, hurricane or other casualty, the owner of such improvements shall cause repair or replacement to be commenced within ninety (90) days from the date that such damage or destruction occurred, and to complete the repair or replacement within nine (9) months thereafter. All such repairs or replacements must restore the improvements to substantially their original character, design and condition, shall utilize and conform with the original foundation and appearance of the original improvements except as otherwise approved by the Board of Directors.

9.4 Failure to Reconstruct. If the owner of any home fails to commence or complete construction to repair or replace any damaged or destroyed improvements within the time periods provided for in Section 9.3 above, the Association shall give written notice to the owner of his or her default. If after thirty (30) days the owner has not made satisfactory arrangements to meet his or her obligations, the Association shall be deemed to have been granted the right by the owner, as such owner's attorney-in-fact, 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. If the Association exercises the rights afforded to it by this section, which shall be in the sole discretion of the Board of Directors, the owner of the home shall be deemed to have assigned to the Association any right he or she may have to insurance proceeds that may be available because of the damage or destruction of the improvement. The Association shall have the right to recover from the owner any costs not paid by insurance, and shall have a lien on the Lot or Unit and home to secure payment.

9.5 Association Insurance; Duty and Authority to Obtain. The Board of Directors shall obtain and keep in force the insurance coverage which it is required to carry by law and under this Declaration, and may obtain and keep in force any or all additional insurance coverage as it deems necessary. The name of the insured shall be the Association and the owners without naming them, and their mortgagees, as their interests shall appear. To the extent permitted by law, the Association may self-insure.

9.6 Optional Coverage. The Association may purchase and carry other such insurance coverage as the Board of Directors may determine to be in the best interest of the Association and Lot or Unit owners.

9.7 Description of Coverage's. A detailed summary of the coverage included in the master policies, and copies of the master policies, shall be available for inspection by Lot or Unit owners or their authorized representatives upon request.

9.8 Waiver of Subrogation. If available and where applicable, the Board of Directors shall

endeavor to obtain insurance policies which provide the insurer waives its right to subrogation as to any claim against the Association, Lot or Unit owners, or their respective servants, agents or guests, except for any claim based upon gross negligence evidencing reckless, willful or wanton disregard for life or property.

9.9 Insurance Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association, the owners and their mortgagees as their interests may appear, and all proceeds shall be payable to the Association. The duty of the Association shall be to receive such proceeds as are paid, and to hold the same in trust, and disburse them for the purposes stated herein and for the benefit of the owners and their respective mortgagees in the following share:

(A) Common Areas. Proceeds on account of damage to Common Areas shall be held in as many undivided shares as there are Lot or Units, the shares of each owner being the same as his or her share in the Common Areas.

(B) Mortgagee. If a mortgagee endorsement has been issued as to a home, the shares of the mortgagee and the owner shall be as their interests appear. In no event shall any mortgagee have the right to demand application of insurance proceeds to any mortgage or mortgages which it may hold against Lot or Unit or Lot or Units, except to the extent that insurance proceeds exceed the actual cost of repair or restoration of the damaged building or buildings. Except as otherwise expressly provided, no mortgagee shall have any right to participate in determining whether improvements will be restored after casualty.

9.10 Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the owners in the following manner: The proceeds shall be paid to defray the costs of reconstruction or repair by the Association. Any proceeds remaining after defraying cost shall be distributed to the beneficial owners, remittances to home owners and their mortgagees being paid jointly to them.

9.11 Association as Agent. The Association is hereby irrevocably appointed as agent for each Lot or Unit owner to adjust all claims arising under insurance policies purchased by the Association for damage or loss to the homes, Lot or Units or Common Areas.

9.12 Damage to Common Areas. Where loss or damage occurs to the Common Areas or Association property, it shall be mandatory for the Association to repair, restore and rebuild the damage caused by the loss, and the following procedures shall apply:

(A) The Board of Directors shall promptly obtain reliable and detailed estimates of the cost of repair and restoration, and shall negotiate and contract for repair and reconstruction.

(B) If the proceeds of insurance and available reserves are insufficient to pay for the cost of repair and reconstruction of the Common Areas, the Association shall promptly, upon determination of the deficiency, levy a special assessment against all Lot or Unit owners for the deficiency. Such special assessments need not be approved by the Lot or Unit owners.

The special assessment shall be added to the funds available for repair and restoration of the property.

10. OWNERSHIP OF LOT OR UNITS.

10.1 Forms of Ownership:

(A) A Lot or Unit may be owned by one natural person.

(B) Co-ownership of Lot or Units is permitted. If the co-owners are other than husband and wife, the Board shall be entitled to require the owners to designate one (1) natural person as "primary occupant". The use of the Lot or Unit and home by other persons shall be as if the primary occupant were the only actual owner. Any change in the primary occupant must be approved in advance by the Board of Directors. No more than one such change will be approved in any twelve (12) month period.

(C) Ownership by Corporations, Partnerships or Trusts. A Lot or Unit may be owned in trust, or by a corporation, partnership or other entity which is not a natural person. The intent of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which the Lot or Unit and home may be used as short-term transient accommodations for several individuals or families. A trustee, or corporation, partnership or other entity as a Lot or Unit owner shall be required to designate one (1) natural person to be the "primary occupant". The use of the Lot or Unit by other persons shall be as if the primary occupant were the only actual owner. Any change in the primary occupant must be approved in advance by the Board of Directors. No more than one such change will be approved in any twelve (12) month period.

(D) Designation of Primary Occupant. Within thirty (30) days after the effective date of this provision, each owner of a Lot or Unit which is owned in the forms of ownership stated in preceding subsections (B) and (C) shall designate a primary occupant in writing to the Association. If any Lot or Unit owner fails to do so, the Board of Directors may make the initial designation for the owner, and shall notify the owner in writing of its action.

(E) Life Estate. A Lot or Unit may be subject to a life estate, either by operation of law or by a voluntary conveyance. In that event, the life tenant shall be the only Association member from such home, and occupancy of the home shall be as if the life tenant was the only owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy rights unless separately approved by the Association. The life tenant shall be liable for all assessments and charges against the Lot or Unit. Any consent or approval required of members may be given by the life tenant alone, and the consent or approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, they shall be treated as co-owners for purposes of determining voting and occupancy rights and shall be subject to subsection (B), above.

10.2 Transfers.

(A) Sale or Gift. No Lot or Unit owner may dispose of a Lot or Unit or any ownership interest in a Lot or Unit by sale or gift (including agreement for deed) without prior written approval of the Board of Directors.

(B) Devise or Inheritance. If any Lot or Unit owner acquires his or her title by devise or inheritance, his or her right to occupy or use the Lot or Unit shall be subject to the approval of the Board of Directors under Section 10.3(A)(2) below. The approval shall not be denied to any devisee or heir who was the prior owner's lawful spouse at the time of death, or was related to the owner by blood or adoption within the first degree.

(C) Other Transfers. If any person acquires title in any manner not considered in the foregoing subsections that person shall have no right to occupy or use the Lot or Unit and home before being approved by the Board of Directors under the procedures outlined in Section 10.3 below.

(D) Committee Approval. To facilitate transfers proposed during times when many of the members are not in home, the Board of Directors may by resolution delegate its approval powers to an *ad hoc* committee, which shall consist of at least three (3) members. The Chairman of the committee shall be deemed a Vice President, and as such shall be empowered to execute Certificates of Approval on behalf of the Association.

10.3 Procedures.

(A) Notice to Association.

(1) Sale or Gift. An owner of a Lot or Unit intending to make a sale or gift of his or her or any interest therein shall give to the Board of Directors or its designee written notice of such intention at least twenty (20) days before the intended closing date, together with the name and address of the proposed purchaser or donee, a copy of the executed sales contract, if any, and such other information as the Board may reasonable require. The Board may require a personal interview with any purchaser or donee and his or her spouse, if any, as a pre-condition to approval.

(2) Devise, Inheritance or Other Transfers. The transferee of a Lot or Unit must notify the Board of Directors of his or her ownership and submit a certified copy of the instrument evidencing his or her ownership and such other information as the Board may reasonably require. The transferee shall have no occupancy or use rights until and unless approved by the Board, but may sell or lease the Lot or Unit following the procedures in this Section or Section 11.

(3) Failure to Give Notice. If no notice is given, the Board of Directors, at its election, may approve or disapprove at the time it learns of the transfer. If any Lot or

Unit owner fails to obtain the Association's approval prior to selling an interest in a Lot or Unit, such failure shall create a rebuttable presumption that the seller and the purchaser intend to violate the covenants of this Declaration, and shall constitute good cause for Association disapproval.

(B) Board Action. Within twenty (20) days after receipt of the required notice and all information or interviews requested, or not later than sixty (60) days after the notice required by paragraph (A) above is received, whichever occurs first, the Board shall approve or disapprove the transfer. If a transfer is approved the approval shall be stated in a Certificate of Approval executed by the President or the Vice-President of the Association in recordable form and delivered to the transferee of the Lot or Unit. If the Board neither approves nor disapproves within the time limits as set forth above, such failure to act shall be deemed the equivalent of approval and on demand the Board shall issue a Certificate of Approval to the transferee.

(C) Disapproval;. Approval of the Association shall be withheld or denied only for good cause, and then only if the Board so votes, after receiving a written opinion of counsel that good cause exists. In determining good cause the Board shall on a case by case basis consider mitigating factors such as the recency of events and the detrimental impact on the Queens Park community. Only the following may be deemed to constitute good cause for disapproval:

(1) The person seeking approval or any of the proposed occupants has been convicted of a felony involving violence to persons or property, a felony involving possession or sale of a controlled substance, or a felony demonstrating dishonesty or moral turpitude or the person is registered as a sexual offender or sexual predator in any jurisdiction.

(2) The person seeking approval or any of the proposed occupants has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debt.

(3) The person seeking approval or any of the proposed occupants gives the Board reasonable cause to believe that person intends to conduct himself or herself in a manner inconsistent with the covenants and restrictions applicable to the property.

(4) The person seeking approval or any of the proposed occupants has a history of disruptive behavior or disregard for rights or property of others.

(5) The person seeking approval or any of the proposed occupants has evidenced an attitude of disregard for Association rules by his or her conduct in Queens Park as a tenant, Lot or Unit owner or occupant of a home.

(6) The parties to the proposed transfer or any of the proposed occupants have failed

to provide the information, fees or interviews required to process the application in a timely manner, or provided false information during the application process.

(7) The transaction, if a sale or gift, was concluded by the parties without having sought and obtained the prior approval required herein.

10.4 Exception. The provisions of Sections 10.2 and 10.3 are not applicable to the acquisition of title by a first mortgagee who acquires title through the mortgage, whether by foreclosure or deed in lieu of foreclosure but are applicable to any subsequent transfer by the mortgagee.

10.5 Unapproved Transfers. Any sale or transfer of ownership of a Lot or Unit which is not approved, or which is disapproved pursuant to the terms of this Declaration, shall not be concluded; and if it is concluded in disregard of this Section, shall be void or voidable by the Association unless subsequently approved in writing by the Board. The Association is an equal opportunity provider of housing. No sale or transfer will be disapproved for an illegal discriminatory reason.

10.6 Fees Related to the Sale, Lease or Other Transfer of Lot or Units. Whenever herein the Board's approval is required to allow the sale, lease or other transfer of an interest in a Lot or Unit, the Association may charge the owner a preset fee for processing the application, such fee not to exceed the maximum amount allowed by law, which said amount is currently $150.00 per applicant. As provided elsewhere the Association may also charge fees for issuing estoppel letters and responding to mortgagee questionnaires.

11. LEASING OF LOT OR UNITS. In order to foster a stable residential community and prevent a motel-like atmosphere, the leasing of Lot or Units and homes by their owners shall be restricted as provided in this section. All leases of Lot or Units and homes must be in writing. An owner may lease only his or her entire Lot or Unit and home, and then only in accordance with this Article 11, after receiving the approval of the Association. The lessee must be a natural person. The provisions contained herein apply to all forms of occupancy for which the owner receives or will receive any form of consideration including but not limited to occupancy pursuant to a license or transient rental agreement.

11.1 Procedures.

(A) Notice by the Owner. An owner intending to lease his or her Lot or Unit and home shall give to the Board of Directors or its designee, written notice of such intention at least thirty (30) days prior to the first day of occupancy under the lease together with the name and address of the proposed lessee and all proposed occupants, and such other information as the Board may reasonably require. The Board may require a personal interview with any lessee and his or her spouse, if any, as a pre-condition to approval.

(B) Board Action. After the required notice and all information or interviews requested have been provided, the Board shall have thirty (30) days in which to approve or disapprove the proposed lease.

(C) Disapproval. A proposed lease shall be disapproved only if the Board so votes, and in such case the lease shall not be made. In determining good cause the Board shall on a case by case basis consider mitigating factors such as the recency of events and the detrimental impact on the Queens Park community. The Association is an equal opportunity provider of housing and no lease will be disapproved for an illegal discriminatory reason. Appropriate grounds for disapproval shall include, but not be limited to, the following:

(1) the homeowner is delinquent in the payment of assessments or any monetary at the time the application is considered.

(2) the home owner has a history of leasing his or her Lot or Unit without obtaining approval, or leasing to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of his or her Lot or Unit.

(3) the real estate company or rental agent handling the leasing transaction on behalf of the owner has a history of screening lessee applicants inadequately, recommending undesirable lessees, or entering into leases without prior Association approval.

(4) the application on its face indicates that the person seeking approval or any of the proposed occupants intends to conduct himself or herself in a manner inconsistent with the covenants and restrictions applicable to the property.

(5) the prospective lessee or any of the proposed occupants has been convicted of a felony involving violence to persons or property, a felony involving sale or possession of a controlled substance, or a felony demonstrating dishonesty or moral turpitude or is registered as a sexual offender or sexual predator in any jurisdiction.

(6) the prospective lessee or any of the proposed occupants has a history of conduct which evidences disregard for the rights and property to others.

(7) the prospective lessee or any of the proposed occupants evidences a strong probability of financial irresponsibility.

(8) the lessee or any of the proposed occupants, during previous occupancy, has evidenced an attitude of disregard for the Association rules.

(9) the prospective lessee or any of the proposed occupants gives false or incomplete information to the Board as part of the application procedure, or the required transfer fees and/or security deposit is not paid.

(10) the Lot or Unit owner fails to give the Board proper notice of his or her intention to lease his or her Lot or Unit and home.

(D) Failure to Give Notice or Obtain Approval. If proper notice is not given, the Board at its election may approve or disapprove the lease. Any lease entered into without approval may, at the option of the Board, be treated as a nullity, and the Board shall have the power to evict the lessee with five (5) days notice, without securing consent to such eviction from the Lot or Unit owner.

(E) Applications; Assessments. Applications for authority to lease shall be made to the Board of Directors on such forms and include such terms as the Board may provide from time to time. The legal responsibility for paying Association assessments may not be delegated to the lessee.

(F) Committee Approval. To facilitate approval of leases proposed during times when many of the members are not in home, the Board of Directors may by resolution delegate its approval powers to an *ad hoc* committee, which shall consist of at least three (3) members.

11.2 Term of Lease, Frequency of Leasing and Maximum Number of Occupants. No home may be leased more often than four (4) times in any calendar year, with the minimum lease term being thirty continuous (30) days. No new lease can begin until at least thirty (30) days have elapsed since the first day of the last lease. The first day of occupancy under the lease shall determine in which year the lease occurs. No lease may be for a period of more than one (1) year, and no option for the lessee to extend or renew the lease for any additional period shall be permitted. However, the Board may, in its discretion, approve the same lease from year to year. No subleasing or assignment of lease rights by the lessee is allowed. No Lot, Unit or Home may be advertised or offered for lease for a lease term of less than thirty (30) continuous days. The maximum number of occupants in a home shall not exceed two (2) persons per bedroom. In order to avoid undue hardship the Board may temporarily deviate from these provisions and grant limited exceptions under circumstances the Board shall, in its sole discretion, deem just and appropriate. Any such deviation or exception shall not constitute a permanent deviation or exception and shall be strictly limited as decided by the Board.

11.3 Use of Common Areas and Association Property. To prevent overtaxing the facilities, a home owner whose home is leased may not use any recreation or parking facilities during the lease term, except as the guest of a home owner.

11.4 Regulation by Association. All of the provisions of the governing documents and the rules and regulations of the Association shall be applicable and enforceable against any person occupying a Lot or Unit and home as a lessee or guest to the same extent as against the owner. A covenant on the part of each occupant to abide by the rules and regulations of the Association and the provisions of the governing documents, designating the Association as the owner's agent with the authority to terminate any lease agreement and evict the tenants in the event of breach of such covenant, shall be deemed to be included in every lease agreement, whether oral or written and whether specifically expressed in such agreement or not.

12. AMENDMENTS; TERMINATION.

12.1 Duration. The conditions of this Declaration shall run with the land and shall inure to the benefit of and be enforceable by the Association or the owner of any real property subject to this Declaration, their respective legal representatives, heirs, successors and assigns for twenty (20) years from the recording date hereof. Thereafter, the Declaration shall be automatically renewed and extended for successive twenty (20) year periods. The number of twenty (20) year renewal periods hereunder shall be unlimited with this Declaration being automatically renewed and extended upon the expiration of each twenty (20) year renewal period for an additional twenty (20) year period; provided, however, and subject to existing laws and ordinances, that there shall be no renewal or extension of this Declaration if prior to one (1) year in advance of an effective date of a proposed termination, at least two-thirds (2/3rds) of all owners of Lots or Units affirmatively vote, in person or by proxy, at a duly held meeting of members of the Association in favor of terminating this Declaration. It shall be required that written notice of any meeting at which such proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, to be given at least ninety (90) days in advance of said meeting. If the Association votes to terminate this Declaration, the President and Secretary shall execute a certificate which shall set forth the resolution of termination adopted by the Association, the date of the meeting of the Association at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the number of votes necessary to adopt a resolution terminating this Declaration, and the total number of votes cast against such resolution. Said certificate shall be recorded in the Public Records of Collier County, Florida at least one (1) year prior to the effective date of termination, and may be relied upon for the correctness of the facts contained therein as they relate to termination of this Declaration.

12.2 Amendments by Members. Except as otherwise provided herein or by law, this Declaration may be amended at anytime by affirmative vote of at least a majority (50%+1) of the voting interests who are present and voting, in person or by proxy at a duly called meeting of the members of the Association. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall identify the Book and Page of the Public Records where the Declaration is recorded, and shall be executed by the President of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Collier County, Florida.

13. ENFORCEMENT; GENERAL PROVISIONS.

13.1 Enforcement. Enforcement of these covenant, conditions and restrictions may be by a proceeding at law or in equity and may be instituted by the Association, its successors or assigns, or by any owner, against any person or persons violating or attempting to violate or circumvent any covenant, condition or restriction, either to restrain violation or to recover damages, and against any Lot or Unit to enforce any lien created by these covenants. Failure of the Association or any owner to enforce any covenants, condition or restriction herein contained for any period of time shall not be

deemed a waiver or estoppel of the right to enforce same thereafter.

13.2 Owner and Member Compliance. The protective covenants, conditions, restrictions and other provisions of the governing documents and the rules promulgated by the Association shall apply to members and all persons to whom a member has delegated his or her right of use in and to the Common Areas, as well as to any other person occupying any home under lease from the owner or by permission or invitation of the owner or his or her tenants (express or implied), and their licensees, invitees or guests. Failure of any owner to notify any person of the existence of the rules, or the
covenants, conditions, restrictions, and other provisions of the governing documents shall not in any way act to limit or divest the Association of the power to enforce these provisions. Each Lot or Unit owner shall be responsible for any and all violations by his or her tenants, licensees, invitees or guests and by the guests, licensees and invitees of his or her tenants, at any time.

13.3 Litigation. Enforcement actions for damages, or for injunctive relief, or both, on account of any alleged violation of law, or of the governing documents or Association rules, may be brought by any owner, or the Association against:

(A) the Association;

(B) the Lot or Unit owner;

(C) anyone who occupies or is a tenant or guest of a Lot or Unit; or

(D) any officer or Director of the Association who willfully and knowingly fails to comply with these provisions.

13.4 Attorney Fees. In any legal proceeding arising out of an alleged failure of a guest, tenant, residential Lot or Unit owner, officer, Director or the Association to comply with the requirements of the law, or the governing documents, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such attorney fees as may be awarded by the court.

13.5 No Election of Remedies. All rights, remedies and privileges granted to the Association or owners under the law and the governing documents shall be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising any other rights, remedies, or privileges that may be available.

13.6 Notices. Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, with the proper postage affixed to the last known address of the owner appearing in the roster record of the Association in the absence of such roster information then the notice shall be mailed to the address of the Lot or Unit. Notice to one of two or more co-owners of a Lot or Unit shall constitute notice to all co-owners. It shall be the obligation of every member to immediately notify the

Secretary of the Association or management company in writing of any change of address or name.

13.7 Severability. Should any covenant, condition or restriction herein contained, or any section, subsection, sentence, clause, phrase or term of this Declaration or its recorded exhibits be declared to be void, invalid, illegal, or unenforceable, for any reason, by any court having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect. Nothing contained in this Amended and Restated Declaration of Restrictions is intended to affect vested rights. If any provision contained herein is deemed by a competent court of law to have such affect, then such provision will be deemed null and void but have no affect on the remaining provisions herein.

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

13.9 Non-Profit Status. Notwithstanding anything contained herein to the contrary, the Association will perform no act nor undertake any activity inconsistent with its non-profit status under applicable state or federal law.

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

13.11 Headings. The headings used in the governing documents are for reference purposes only, and do not constitute substantive matter to be considered in construing the terms and provisions of these documents.

EXHIBITS TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF QUEENS PARK

Exhibits listed below were recorded on December 23, 1987, together with the original Declaration of Covenants, Conditions and Restrictions of Queens Park at O.R. Book 1317, Page 1089 *et seq.*, Public Records of Collier County, Florida.

- The following Exhibits to the original Declaration previously recorded are hereby renamed and incorporated by reference only as Exhibits to this Amended and Restated Declaration of Covenants, Conditions and Restrictions of Queens Park:

  COMPOSITE EXHIBIT "A" consists of Exhibits "A", "C", "D", and "E" to the original Declaration.

  EXHIBIT "B" consists of Exhibit "B" to the original Declaration.

- In addition the following documents previously recorded are completely amended and restated, and are attached hereto, and recorded herewith using the Exhibit references indicated:

  EXHIBIT "C" - ARTICLES OF INCORPORATION

  EXHIBIT "D" – BYLAWS

  EXHIBIT "E" – HOMES WITH GRANDFATHERED WALLS OR FENCES.

SECOND AMENDED AND RESTATED ARTICLES OF INCORPORATION

OF

QUEENS PARK COMMUNITY SERVICES ASSOCIATION, INC.

Pursuant to Chapter 617. Florida Statutes, these Articles of Incorporation of Queens Park Community Services Association, Inc., a Florida corporation not for profit, which was originally incorporated under the same name on December 1, 1988, are hereby amended and restated in their entirety. All amendments included herein have been adopted pursuant to Chapter 617., Florida Statutes, and there is no discrepancy between the corporation's Articles of Incorporation as heretofore amended and the provisions of these Amended and Restated Articles other than the inclusion of amendments, adopted pursuant to Chapter 617., Florida Statutes, and the omission of matters of historical interest. The Amended and Restated Articles of Incorporation of Queens Park Community Services Association, Inc., shall henceforth be as follows:

ARTICLE I

NAME: The name of the corporation is Queens Park Community Services Association, Inc., sometimes hereinafter referred to as the "Association".

ARTICLE II

PRINCIPAL OFFICE: The principal office of the corporation shall be as listed with the Florida Department of State Division of Corporations.

ARTICLE III

PURPOSE AND POWERS: This Association will not permit pecuniary gain or profit nor distribution of its income to its members, officers or Directors. It is a nonprofit corporation formed for the purpose of establishing a corporate residential community homeowners' association which, subject to a Declaration of Covenants, Conditions, and Restrictions of Queens Park originally recorded in the Public Records of Collier County, Florida, at O.R. Book 1317 at Page 1089 et seq., and as amended from time to time hereafter, has the powers described herein. The Association shall have all of the common law and statutory powers of a Florida corporation not for profit consistent with these Articles, the Bylaws of the corporation, and with said Declaration for Queens Park and shall have all of the powers and authority reasonably necessary or appropriate for the operation and regulation of a residential community, subject to said recorded Declaration, as it may from time to time be amended, including but not limited to the power:

(A) to fix, levy, collect and enforce payment by any lawful means all charges,

assessments, or liens pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the corporation, including all license fees, taxes or governmental charges levied or imposed against the property or the corporation;

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

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

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

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

(F) to dedicate, sell or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication, sale or transfer shall be effective unless first approved by two-thirds (2/3rds) of the voting interests, who are present and voting, in person or by proxy at a duly called meeting of the membership.

(G) to borrow money, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred if first approved by two-thirds (2/3rds) of the voting interests, who are present and voting, in person or by proxy at a duly called meeting of the membership;

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

(I) to acquire, (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, or otherwise dispose of real or personal property in connection with the affairs of the corporation; and

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

All funds and the title to all property acquired by the Association shall be held for the benefit of the members in accordance with the provisions of the Declaration, these Articles of Incorporation and the Bylaws.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS: Membership and Voting Rights shall be as set forth in the Bylaws of the Association.

ARTICLE V

TERM; DISSOLUTION: The term of the Association shall be perpetual. The Association may be dissolved with the consent given in writing and signed by not less than two-thirds (2/3rds) of total voting interests of the Association. Upon dissolution of the Association, other than incident to a merger or consolidation, its assets, both real and personal, shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was formed. In the event there is a refusal to accept such dedication, then such assets shall be granted, conveyed amend assigned to any non-profit corporation, association, trust or other organization which is devoted to purposes similar to those of this Association.

ARTICLE VI

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

ARTICLE VII

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

(A) Proposal. Amendments to these Articles shall be proposed by a majority of the Board or upon petition of one-fourth (1/4th) of the voting interests, and shall be submitted to a vote of the members not later than the next annual meeting.

(B) Vote Required: Except as otherwise required by Florida law or as provided elsewhere in these Articles, these Articles of Incorporation may be amended if the proposed amendment is approved by the affirmative vote of at least a majority (50%+1) of the voting interests who are present and voting, in person or by proxy, at a duly called meeting of the members of the Association.

(C) Effective Date: An amendment shall become effective upon filing with the Secretary of State and recording a certified copy in the Public Records of Collier County, Florida with the same formalities as are required in the Declaration for recording amendments to the Declaration.

ARTICLE VIII

DIRECTORS AND OFFICERS:

(A) The affairs of the Association will be administered by a Board of Directors consisting of the number of Directors determined by the Bylaws, but not less than three (3) Directors, and in the absence of such determination shall consist of three (3) Directors. Directors must be members of the Association.

(B) Directors of the Association shall be elected by the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

(C) The business of the Association shall be conducted by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board.

ARTICLE IX

INDEMNIFICATION:

(A) Indemnity. The Association shall indemnify any officer, Director, or member of an official Board established committee 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 attorney's fees and appellate attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her 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 did not 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.

(B) Defense. To the extent that a Director, officer, or committee member of the

Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section (A) above, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him or her in connection therewith.

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

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

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

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

SECOND AMENDED AND RESTATED BYLAWS OF QUEENS PARK COMMUNITY SERVICES ASSOCIATION, INC.

1. GENERAL. These are Bylaws of Queens Park Community Services Association, Inc., hereinafter the "Association", a corporation not for profit organized under the laws of Florida as a Chapter 720 Homeowners Association for the purpose of operating a residential community. All prior Bylaws, if any, are hereby revoked and superseded in their entirety.

1.1 Principal Office. The principal office of the Association shall be as listed with the Florida Department of State Division of Corporations .

2. MEMBERS. The members of the Association are the record owners of legal title to the Lots or Units. In the case of a residential Lot or Unit subject to an agreement for deed, the purchaser in possession shall be deemed the owner of the residential Lot or Unit solely for purposes of determining use rights.

2.1 Change of Membership. A change of membership shall become effective after all the following events have occurred.

(A) Recording in the Public Records of a Deed or other instrument evidencing legal title to the Lot or Unit in the member.

(B) Delivery to the Association of a copy of the recorded deed or other instrument evidencing title.

(C) Designation, in writing, of a primary occupant, which is required when title to a Lot or Unit is held in the name of two (2) or more persons who are not husband and wife, or by a trustee or a corporation or other entity which is not a natural person.

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

2.3 Approval or Disapproval of Matters. Whenever the decision or approval of a residential

Lot or Unit owner is required upon any matter, whether or not the subject of an Association meeting, the decision or other response may be expressed by any person authorized to cast the vote of the residential Lot or Unit at an Association meeting, as stated in Section 2.2 above, unless the joinder of all record owners is specifically required.

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

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

3. MEMBERS' MEETINGS; VOTING.

3.1 Annual Meeting. There shall be an annual meeting of the members in each calendar year. The annual meeting shall be held in Collier County, Florida, each year in the first calendar quarter at a date, time and place designated by the Board of Directors, for the purpose of electing Directors and transacting any other business duly authorized to be transacted by the members.

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

3.3 Notice Meetings; Waiver of Notice. Notices of all members' meetings must state the date, time and place of the meeting. Notice of special meetings must include a description of the purpose or purposes for which the meeting is called. The notice must be mailed to each member at the member's address as it appears on the books of the Association, or may be furnished by personal delivery or electronic transmission. The members are responsible for providing the Association with any change of address. The notice must be mailed, transmitted or delivered at least fourteen (14) days prior to the date of the meeting. If ownership of a residential Lot or Unit is transferred after notice has been mailed or transmitted, no separate notice to the new owner is required. Attendance at any meeting by a member constitutes waiver of notice by that member, unless the member objects to the lack of notice at the beginning of the meeting. A member may also waive notice of any meeting at any time by written waiver.

3.4 Quorum. A quorum at members' meeting shall be attained by the presence, either in person or by proxy, of persons entitled to cast at least twenty-five percent (25%) of the votes of the entire membership.

3.5 Vote Required. The acts approved by a majority of the votes cast by eligible voters at a meeting of the members at which a quorum has been attained shall be binding upon all

residential Lot and Unit owners for all purposes, except where a different number of votes is expressly required by law or by any provision of the governing documents.

3.6 Proxy Voting. Members may cast their votes at a meeting in person or by proxy. A proxy shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting. No proxy shall be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, signed by the person authorized to cast the vote for the residential Lot or Unit, specify the date, time and place of the meeting for which it is given, and the original or a copy must be delivered to the Secretary by the appointed time of the meeting or adjournment thereof. No proxy shall be valid if it names more than one (1) person as the holder of the proxy, but the holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy. Holders of proxies must be members.

3.7 Adjourned and Reconvened Meetings. Any duly called meeting of the members may be adjourned to be reconvened at a later time by vote of the majority of the voting interests present, regardless of whether a quorum has been attained. When a meeting is so adjourned it shall not be necessary to give further notice of the time and place of its continuance if such are announced at the meeting being adjourned. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted when the meeting is reconvened, but only if a quorum is present.

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

(A) Call of the roll or determination of quorum

(B) Reading or disposal of minutes of last members' meeting

(C) Reports of Officers

(D) Reports of Committees

(E) Election of Directors (annual meeting only)

(F) Unfinished Business

(G) New Business

(H) Adjournment

3.9 Minutes. Minutes of all meetings of the members and of the Board of Directors shall be kept in a businesslike manner, available for inspection by members or their authorized representatives at all reasonable times. Minutes must be reduced to written form within thirty (30) days after the meeting.

3.10 Parliamentary Rules. Roberts' Rules of Order (last edition) shall guide the conduct of the Association meetings when not in conflict with the law, with the Declaration, or with the Articles or Bylaws. The presiding officer may appoint a Parliamentarian whose decision on questions of parliamentary procedure shall be final. Any question or point of order not raised at the meeting to which it relates shall be deemed waived.

3.11 Participation at Meeting By Remote Communication. If authorized by the Board of Directors as provided in Section 617.0721 F.S. and Chapter 720, Florida Statutes both as amended from time-to-time hereafter, and subject to such guidelines and procedures as the Board of Directors may adopt, members and proxy holders who are not physically present at a meeting may, by means of remote communication:

(A) Participate in the meeting.

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

1. The corporation implements reasonable means to verify that each person deemed present and authorized to vote by means of remote communication is a member or proxy holder; and

2. The corporation implements reasonable measures to provide such members or proxy holders with a reasonable opportunity to participate in the meeting and to vote on matters submitted to the members, including an opportunity to communicate and to read or hear the proceedings of the meeting substantially concurrent with the proceedings.

4. BOARD OF DIRECTORS. The administration of the affairs of the Association shall be by a Board of Directors. All powers and duties granted to the Association by law, as modified and explained in the Declaration, Articles and Bylaws, shall be exercised by the Board, subject to approval or consent of the residential owners only when such is specifically required.

4.1 Number and Terms of Office. The number of Directors which shall constitute the whole Board of Directors shall be five (5). The system of staggered terms previously established shall be maintained. All Directors shall be elected for a term of two (2) years each. A Director's term will end at the annual election at which his or her successor is to be duly elected, unless he or she sooner resigns or is recalled as provided for in Section 4.5 below. Directors shall be elected by the members as described in Section 4.3 below, or in the case of a vacancy, as provided for in Section 4.4 below.

4.2 Qualifications. Each Director must be a residential Lot or Unit owner or primary occupant or the spouse of a residential Lot or Unit owner or primary occupant. In the case of a Lot or Unit owned by a corporation, any officer is eligible to serve on the Board of Directors. If a Lot or Unit is owned by a partnership, any partner is eligible to be a Director. If a Lot or Unit is held in trust, the trustee, grantor or settlor of the trust, or any one of the beneficial owners residing

in the Lot or Unit is eligible to serve on the Board of Directors. If the Lot or Unit is held by an LLC any managing member is eligible to serve on the Board of Directors.

4.3 Nominations and Elections. Nominations for election to the Board of Directors may be made in writing at least thirty (30) days in advance of the day of election. Nominations may also be made from the floor at the annual meeting. Election to the Board Directors shall be by written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration and these Bylaws. The persons receiving the largest number of votes shall be elected, except that a run-off shall be held to break a tie vote unless the candidates that are tied agree unanimously to break the tie by the drawing of straws. Cumulative voting is not permitted.

4.4 Resignation; Vacancies on the Board. Any Director may resign at any time by giving written notice to the Association, and unless otherwise specified therein, the resignation shall become effective upon receipt. If the office of any Director becomes vacant for any reason, a successor shall be appointed at a meeting of the Board of Directors of the Association. The successor so appointed shall fill the remaining unexpired term of the Director being replaced. If for any reason there shall arise circumstances in which no Directors are serving and the entire Board is vacant, the members shall elect successors at a special meeting.

4.5 Removal of Directors. Any Director may be removed, with or without cause, by a majority vote of the voting interests, as provided in Chapter 720 Florida Statutes as amended from time-to-time hereafter. Any director who is removed from office is not eligible to serve on the Board again until the next annual election, and must turn over to the Association within seventy-two (72) hours any and all records and other property of the corporation in his or her possession. If a Director who is removed does not relinquish his or her office or turn over records as required, the circuit court in the county where the Association has its principal office may summarily order the Director to relinquish his or her office and turn over corporate records upon application of any member. In any such action, the prevailing party shall be entitled to recover its attorney fees and costs.

4.6 Organizational Meeting. The organizational meeting of a new Board of Directors shall be held within ten (10) days after the election of new Directors and may be held immediately after the election on the same day if properly noticed..

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

4.8 Notice to Owners. Meetings of the Board of Directors shall be open to members except for meetings between the Board and its attorney with respect to a personnel matter or proposed or pending litigation where the discussion would otherwise be governed by the attorney-client privilege, and notices of all Board meetings, shall be posted conspicuously in the community at least forty-eight (48) continuous hours in advance of each Board meeting, except in an emergency. Notice of any Board meeting at which rules affecting the use of a parcel or special

assessments are to be considered shall specifically contain a statement that rules or special assessments will be considered and the nature of the rule or assessments and shall be mailed, delivered or electronically transmitted and posted at least 14 days in advance.

4.9 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting, and such waiver is deemed equivalent to the giving of notice. If all Directors are present at a meeting, no notice to Directors shall be required.

4.10 Quorum of Directors. A quorum at a Board meeting shall be attained by the presence in person of a majority of all Directors. Directors may participate in any meeting of the Board, or meeting of an executive or other committee, by means of a conference telephone call or similar communicative arrangement whereby all persons present can hear and speak to all other persons. Participation by such means shall be deemed equivalent to presence in person at a meeting.

4.11 Vote Required. The acts approved by a majority of those Directors present and voting at a meeting at which a quorum has been attained shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the governing documents or by applicable statutes. A Director who is present at a meeting of the Board is deemed to have voted in favor of every action taken, unless he or she voted against such action or abstained from voting because of an asserted conflict of interest. The vote or abstention of each Director present on each issue voted upon shall be recorded in the minutes of each meeting. Directors may not vote by proxy or secret ballot at Board meetings, except that secret ballots may be used in the election or removal of officers.

4.12 Adjourned Meetings. A majority of the Directors present at any meeting of the Board of Directors, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a specified later time. When the meeting is reconvened, provided a quorum is present, any business that might have been transacted at the meeting originally called may be transacted.

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

4.14 Directors' Fees and Reimbursement of Expenses. Neither Directors nor officers shall receive compensation for their services as such. Directors and officers may be reimbursed for all actual and proper out-of-pocket expenses related to the proper discharge of their respective duties.

4.15 Committees. The Board of Directors may appoint from time to time such standing or temporary committees as the Board may deem necessary and convenient for the efficient and effective operation of the Association. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee. Only committees assigned with the power to make final decisions regarding the expenditure of association funds or committees vested with the power to approve or disapprove architectural decisions with respect to specific parcel of residential property owned by a member of the community are required to hold meetings that are open to members and notice and hold their meetings with the same formalities as required for

Board meetings. Committees vested with the power to approve or disapprove architectural decisions with respect to a specified parcel of residential property owned by a member of the community may not vote by proxy or secret ballot.

4.16 Emergency Powers. In the event of any "emergency" as defined in Section 4.16(G) below, the Board of Directors may exercise the emergency powers described in this Section, and any other emergency powers authorized by Sections 617.0207, 617.0303, and 720.316 Florida Statutes, as amended from time-to-time hereafter.

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

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

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

(D) Corporate action taken in good faith during what is reasonably believed to be an emergency under this Section to further the ordinary affairs of the Association shall bind the Association; and shall have the rebuttal presumption of being reasonable and necessary.

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

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

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

5. OFFICERS.

5.1 Officers and Elections. The executive officers of the Association shall be a President,

and a Vice-President, who must be Directors, a Treasurer and a Secretary, all of whom shall be elected annually by a majority vote of the Board of Directors. Any officer may be removed with or without cause at any meeting by vote of a majority of the Directors. Any officer so removed shall return all books, records and property of the Association to the Association within seventy-two (72) hours of their removal. Any person except the President may hold two (2) or more offices. The board may, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association. If the Board so determines, there may be more than one (1) Vice-President.

5.2 President. The President shall be the chief executive officer of the Association; shall preside at all meetings of the members and Directors; shall be *ex-officio* a member of all standing committees; shall have general and active management of the business of the Association; and shall see that all orders and resolutions of the Board are carried into effect. The President shall execute bonds, mortgages and other contracts and documents requiring the seal of the Association, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board of Directors to some other officer or agent of the Association.

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

5.4 Secretary. The Secretary shall attend meetings of the Board of Directors and all meetings of the members and shall cause all votes and the minutes of all proceedings to be recorded in a book or books to be kept for the purpose, and shall perform like duties for standing committees when required. The Secretary shall give, or cause to be given, proper notice of all meetings of the members, and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board or the President. The Secretary shall keep in safe custody the seal of the Association and, when authorized by the Board, affix the same to any instrument requiring it. The Secretary shall be responsible for the proper recording of all duly adopted amendments to the governing documents. Any of the foregoing duties may be performed by an Assistant Secretary, if one has been designated.

5.5 Treasurer. The Treasurer shall have the custody of Association funds and securities, and be responsible for the keeping of full and accurate accounts of receipts and disbursements in books belonging to the Association. The Treasurer is responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as are selected by the Board of Directors. The Treasurer shall oversee the disbursement of Association funds, keeping proper vouchers for such disbursements, and shall render to the President and Directors, at meetings of the Board, or whenever they may require it, a full accounting of all transactions and of the financial condition of the Association. The Treasurer shall prepare an annual budget of estimated revenues and expenses to present to the Board of Directors for approval. Any of the foregoing duties may be performed by an Assistant Treasurer, if one is elected.

5.6 Compensation of Officers. No compensation shall be paid to any office for services as an

officer of the Association. This provision does not preclude the Board of Directors from employing officers as employees of the Association as provided by law.

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

6.1 Depository. The Association shall maintain its funds in such federally insured accounts at financial institutions in the State of Florida as shall be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board. The Board may invest Association funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securities and other similar investment vehicles.

6.2 Accounts of the Association. The Association shall maintain its accounting books and records according to generally accepted accounting principles. There shall be an account for each residential unit. Such accounts shall designate the name and mailing address of each residential unit, the amount and due date of each assessment or charge against the residential unit, amounts paid, date of payment and the balance due.

6.3 Budget. The Treasurer shall prepare and the Board of Directors shall adopt a budget of Association estimated revenues and expenses for each coming fiscal year. Once adopted, the Association shall provide to each member a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the member. The proposed budget shall be detailed and shall show the amounts budgeted by accounts and revenue and expense classifications. The estimated surplus or deficit as of the end of the current year shall be shown and all fees or charges for recreational amenities shall be set out separately.

6.4 Reserves. The Board of Directors may establish in the budget one (1) or more non-statutory reserve accounts for capital expenditures and deferred maintenance. Contingency reserves for unanticipated operating expenses shall be included, if at all, in the operating portion of the budget. These funds may be spent for any purpose approved by the Board. The purpose of reserves is to provide financial stability and to avoid the need for special assessments. The annual amounts proposed to be so reserved shall be shown in the annual budget.

6.5 Assessments. The regular annual assessment based on an adopted budget shall be paid on the date established by the Board. The Board may require payment in a single lump sum or in installments as it sees fit. Notice of annual assessment shall be sent to the owners of each Lot or Unit prior to the due date, but failure to send (or receive) such notice does not excuse the obligation to pay. If an annual budget for a new fiscal year has not been adopted, or if notice of any increase has not been made at the time the payment is due, it shall be presumed that the amount of such payment is the same as the last assessment, and payments shall be continued at such rate until a budget is adopted and new annual assessments are calculated, at which time an appropriate adjustment shall be added to or subtracted from each owner's next due installment. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within fifteen (15) days after the due date shall accrue interest from the due date at the rate of eighteen percent (18%) per annum and shall incur a late fee of twenty-five ($25.00) dollars.

6.6 Special Assessments. Special assessments may be imposed by the Board of Directors when necessary to meet unusual, unexpected, unbudgeted or non-recurring expenses, or for such other purposes as are authorized by the Declaration and these Bylaws, including but not limited to, making payments under the mortgage for the recreational facility. Special assessments are due on the day specified in the resolution of the Board approving such assessment. The total of all special assessments coming due in any fiscal year shall not exceed fifty dollars ($50.00) per Lot or Unit, unless a majority of the total voting interests first consent. The notice of any Board meeting at which a special assessment will be considered shall be given as provided in Section 4.8 above; and the notice to the owners that the assessment has been levied must contain a statement of the purpose(s) of the assessment. The funds collected must be spent for the stated purpose(s) or returned to the members as provided by law.

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

6.8 Financial Reports. Not later than ninety (90) days after the close of each fiscal year, the Board shall cause to be prepared a financial report as prescribed in 720.303, Florida Statutes. Within twenty-one (21) days after the financial report is completed the Association shall provide each member with a copy of the financial report or a written notice that a copy of the financial report is available upon request at no charge to the member.

6.9 Audits. A formal, certified audit of the accounts of the Association, if required by law, by vote of a majority of the voting interests, or by a majority of the Directors, shall be made by a certified public accountant, and a copy of the audit report shall be available to all members.

6.10 Application of Payments and Co-Mingling of Funds. All monies collected by the Association may be co-mingled in a single fund or divided into two (2) or more funds, as determined by the Board of Directors. Regardless of any restrictive endorsement all payments on account by a Lot or Unit owner shall first be applied to late fees, interest, costs, attorney fees, other charges, fines and then to regular or special assessments.

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

7. RULES AND REGULATIONS; USE RESTRICTIONS. The Board of Directors may, from time to time, adopt and amend administrative rules and regulations governing the use, maintenance, management and control of the common areas, the Lots and the Units and the operation of the Association. Copies of such rules and regulations shall be furnished to each residential Lot or Unit owner.

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

8.1 Fines; Suspensions. The Board of Directors may levy fines and/or suspensions against

members, or members' tenants or guests, or both, who commit violations of Chapter 720, Florida Statutes, the provisions of the governing documents, or the rules and regulations, or who condone such violations by their family members, guests, invitees or lessees. Fines shall be in amounts deemed necessary by the Board to deter future violations, but in no event shall any single fine exceed the maximum amount allowed by law. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. The maximum accrued fine for a continuing violation shall not exceed $5,000.00. Any accrued fine for an ongoing violation or accrued separate fines for multiple violation of at least $1,000.00 may be secured by a lien against the Lot or Unit and may be foreclosed in the same manner as a lien for assessments. Suspensions of the use of common areas and facilities may be imposed for a reasonable period of time to deter future violations. The procedure for imposing fines or suspending use rights shall be as follows:

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

(1) a statement of the date, time and place of the hearing;

(2) a specific designation of the provisions of Chapter 720, Florida Statutes, the governing documents or the rules which are alleged to have been violated;

(3) a short and plain statement of the specific facts giving rise to the alleged violation(s); and

(4) the possible amounts of any proposed fine and/or possible use rights of common areas or facilities to be suspended.

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

(C) Collection of Fines. Any fine not paid within thirty (30) days shall be delinquent and collectible in all manners provided by law.

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

Association, and the cost thereof shall be charged to the residential unit owner.

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

9.1 Proposal. Amendments to these Bylaws shall be proposed by a majority of the Board or upon petition of one-fourth (1/4th) of the voting interests, and shall be submitted to a vote of the members not later than the next annual meeting.

9.2 Vote Required: Except as otherwise required by Florida law or as provided elsewhere in these Bylaws, these Bylaws may be amended if the proposed amendment is approved by the affirmative vote of at least a majority (50%+1) of the voting interests who are present and voting, in person or by proxy, at a duly called meeting of the members of the Association.

9.3 Effective Date: An amendment shall become effective upon the recording of a copy in the Public Records of Collier County, Florida with the same formalities as are required in the Declaration for recording amendments to the Declaration.

10. MISCELLANEOUS.

10.1 Gender; Number. Whenever the masculine or singular form of a pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, as the context requires.

10.2 Severability. If any portion of these Bylaws is void or become unenforceable, the remaining provisions shall remain in full force and effect.

10.3 Conflict. If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Bylaws and the Declaration of Covenants, Conditions, Restrictions and Easements, or the Association's Articles of Incorporation, the provisions of the Declaration or Articles of Incorporation shall prevail over the provisions of these Bylaws.

All properties bordering the LASIP canal (Lely Area Stormwater Improvement Project canal) are grandfathered to have a fence only along the section of the property that borders the canal. If the Association passes an amendment at any time to allow fencing of areas other than the section of land which borders the LASIP canal, the fence covenants in Section 8.22 of the Declaration shall apply.

Addresses for Allowable Fences Along LASIP Canal

3594 Kent Dr.	3626 Kent Dr.
3596 Kent Dr.	3628 Kent Dr.
3598 Kent Dr.	3630 Kent Dr.
3600 Kent Dr.	3632 Kent Dr.
3602 Kent Dr.	3634 Kent Dr.
3604 Kent Dr.	3636 Kent Dr.
3608 Kent Dr.	3638 Kent Dr
3610 Kent Dr.	3640 Kent Dr.
3612 Kent Dr.	5271 Berkeley Dr. (only along LASIP Canal side)
3614 Kent Dr.	5287 Berkeley Dr.
3616 Kent Dr.	5303 Berkeley Dr.
3618 Kent Dr.	5319 Berkeley Dr.
3620 Kent Dr.	5335 Berkeley Dr.
3622 Kent Dr.	5351 Berkeley Dr.
3624 Kent Dr.	

Other Existing Grandfathered Fences

4871 Berkeley-split rail wood fence on North side of property

4849 Berkeley-Chain Link Fence around rear perimeter of property

4825 Oahu Dr. – white vinyl fence enclosing rear of property

If a more than 50% of a grandfathered fence is damaged, deteriorated or taken down as a result of a hurricane, flood or other casualty event the Owner must obtain full ARB approval before repairing or replacing the fence. The ARB may require the Owner to comply with the then current ARB criteria for fencing.

EXHIBIT "E"