

This instrument was prepared by

and after recording return to:

Cheryl R. Kraus

Kraus & Ballenger, P.A.

1072 Goodlette Road

Naples, Florida 34102

RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL

05/27/2005 at 08:31AM DWIGHT E. BROCK, CLERK

REC FEE 452.00

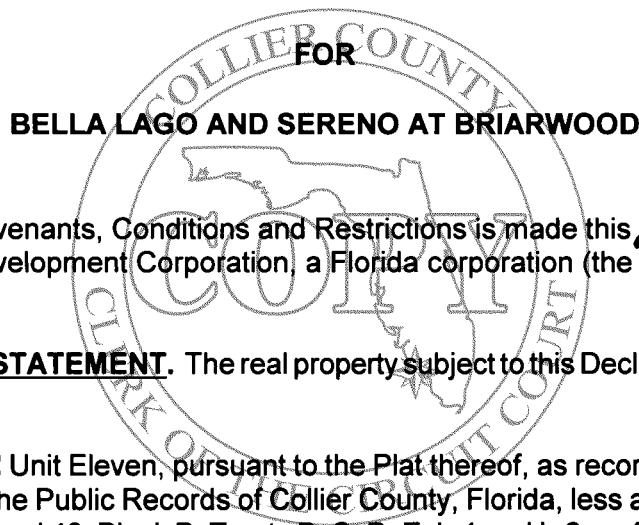
Retn:

KRAUS & BALLENGER

PICK UP

L 1429

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS



This Declaration of Covenants, Conditions and Restrictions is made this 21st day of April, 2005 by Briarwood Development Corporation, a Florida corporation (the "Declarant").

1. SUBMISSION STATEMENT. The real property subject to this Declaration is the land legally described as:

All of Briarwood Unit Eleven, pursuant to the Plat thereof, as recorded in Plat Book 43, Page 1, of the Public Records of Collier County, Florida, less and except Lot 1, Block A; Lots 1 and 40, Block B; Tracts B, C, D, E, L-1 and L-2; as further described in Exhibit "A" hereto.

The covenants and restrictions contained in this Declaration run with the land and are binding upon, and inure to the benefit of, all present and future Owners of Lots. The acquisition of any ownership interest in the real property, or the lease, occupancy, or use of any portion of a Lot, constitutes an acceptance and ratification by the Owner of all provisions of this Declaration, as it may be amended from time to time, and an agreement to be bound by its terms.

2. DEFINITIONS. Certain words and phrases, as used in this Declaration and its recorded exhibits, are intended to have the meanings stated in this Section, unless the context clearly requires another interpretation.

2.1 "Association" means Bella Lago and Sereno at Briarwood Homeowners' Association, Inc., a Florida corporation not for profit.

Prepared by and after
recording return to:
Glenn J. Ballenger, Esq.
Ballenger Law Firm, P.A.
826 Anchor Rode Drive
Naples, FL 34103

(The space above this line is reserved for recording information.)

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, President of Briarwood Development Corporation, the Developer of Bella Lago and Sereno at Briarwood and Declarant of the Declaration of Covenants, Conditions and Restrictions for Bella Lago and Sereno at Briarwood recorded at O.R. Book 3808 at Page 2486 *et seq.*, in the Public Records of Collier County, Florida, and as acting President of Bella Lago and Sereno at Briarwood Homeowners' Association, Inc., does hereby certify that the following resolution approving the attached amendments to the Bylaws of Bella Lago and Sereno at Briarwood Homeowners' Association, Inc., a Florida corporation not-for-profit, and recorded as Exhibit "D" to the Declaration of Covenants, Conditions and Restrictions for Bella Lago and Sereno at Briarwood was approved by the Declarant and Bella Lago and Sereno at Briarwood Homeowners' Association, Inc.

RESOLVED: That the Bylaws of Bella Lago and Sereno at Briarwood Homeowners' Association, Inc. are hereby amended and are adopted in the form attached hereto and made a part hereof.

4-21-14

Date

Tracy Meltzer

Signature of Witness

Tracy Meltzer

Print name of Witness

Amanda Olson

Signature of Witness

Amanda Olson

Print name of Witness

Briarwood Development Corporation

By: William Spinelli

William Spinelli, President
335 Skelly Road
Naples, Florida 34104

(SEAL)

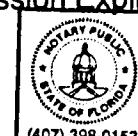
STATE OF FLORIDA
COUNTY OF COLLIER

I hereby certify that on this 21 day of April, 2014, personally appeared before me William Spinelli, as President of Briarwood Development Corporation, a Florida corporation, who executed the foregoing certificate in the name of, and on behalf of, said corporation. He (choose one) is personally known to me or has produced _____ for identification and did not take an oath.

Amanda Olson

Signature of Notary Public

Print name of Notary (SEAL)
My Commission Expires:



AMANDA OLSON
MY COMMISSION #FF032700
EXPIRES July 1, 2017
FloridaNotaryService.com

4-21-14

Date

Tracy Nefk

Signature of Witness

Tracy Nefk

Print name of Witness

Amanda Olson

Signature of Witness

Amanda Olson

Print name of Witness

STATE OF FLORIDA
COUNTY OF COLLIER

I hereby certify that on this 21 day of April, 2014, personally appeared before me William Spinelli, as President of Bella Lago and Sereno at Briarwood Homeowners' Association, Inc., a Florida corporation not for profit, who executed the foregoing certificate in the name of, and on behalf of, said corporation. He (choose one) is personally known to me or has produced _____ for identification and did not take an oath.

Amanda Olson

Signature of Notary Public

Print name of Notary (SEAL)

My Commission Expires:



AMANDA OLSON

MY COMMISSION #FF032700

EXPIRES July 1, 2017

FloridaNotaryService.com

AMENDMENTS TO THE BYLAWS OF BELLA LAGO AND SERENO HOMEOWNERS' ASSOCIATION, INC.

Note: New language is underlined; language being deleted is shown in ~~struck through~~ type

Section 3.4 of the Bylaws of BELLA LAGO AND SERENO HOMEOWNERS' ASSOCIATION, INC. shall be amended as follows:

3.4 Notice Of Meetings. Notice of meetings of the members, stating the time, date and place of the meeting must be mailed to the Owner(s) of each Lot at the address that appears on the books of the Association, ~~or may be provided by personal delivery, by broadcast notice or by electronic transmission.~~ The member bears the responsibility for notifying the Association of any change of address, ~~including addresses for electronic transmission. If made by electronic transmission, such notice shall be deemed mailed to the member at the electronic address provided to the Association by the member.~~ The notice must be mailed or delivered at least fourteen (14) days before the date of the meeting. Unless the law or the governing documents expressly require otherwise, notice of an annual meeting, or special meeting, must include a description of the purpose or purposes for which the meeting is called.

Section 4.6 of the Bylaws of BELLA LAGO AND SERENO HOMEOWNERS' ASSOCIATION, INC. shall be amended as follows:

4.6 Board Meetings. A meeting of the Board of Directors occurs whenever a quorum of the Board gathers to conduct Association business. All meetings of the Board must be open to all members, except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege. Notices of all Board meetings must be posted in a conspicuous place at least forty-eight (48) hours in advance of every meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place, notice of each Board meeting must be mailed or delivered to each member at least seven (7) days before the meeting, except in an emergency. ~~Notice of meetings of the Board may also be given by broadcast notice or by electronic transmission (to an electronic address provided by the Association member) and shall include information which may otherwise be required to accompany such notice.~~ An assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessment. Any Owner may tape-record or videotape meetings of the Board of Directors and meetings of the members. The Board of Directors may adopt reasonable rules governing the taping of meetings of the Board and the membership.

2.2 "Bella Lago Neighborhood" means Lots 2 through 35, Block A, as shown on the Plat.

2.3 "Board" means the Board of Directors of the Association.

2.4 "Common Areas" means any and all parts of the Properties legally described in Exhibit "A" to the Declaration and contained in the Plat attached as Exhibit "B" that are not included in a Lot, including any improvements thereon, if any; any real property acquired by the Association and committed to this Declaration; and any personal property acquired by the Association.

2.5 "Declarant" or "Developer" means the Developer, which is Briarwood Development Corporation, a Florida Corporation, and its successors and/or assigns.

2.6 "Declaration" or "Declaration of Covenants" means this Declaration of Covenants, Conditions and Restrictions of Bella Lago and Sereno at Briarwood, as amended from time to time.

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

- (A) One natural person.
- (B) Two or more natural persons who commonly 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 one person who is not related to some or all of the others.

2.8 "Governing Documents" means the Declaration of Covenants, Articles of Incorporation and Bylaws, all as amended from time to time. If there is an irreconcilable conflict between provisions in any two or more of these documents, the first document to appear in the foregoing list shall prevail over all others.

2.9 "Guest" is a person who is physically present in a Lot on a temporary basis at the invitation of the Owner, or tenant, or other legally permitted occupant, without paying anything of value for the privilege.

2.10 "Lease" means the grant by an Owner to another person of a right to use the Owner's Lot as a temporary residence for valuable consideration.

2.11 "Lot" means any one of the platted, numbered parcels of land into which the Property is subdivided, upon each of which a single family residence appears or will potentially appear. "Lot" is to be interpreted as though followed immediately by the words "and the residence constructed thereon," unless the context clearly requires a different interpretation. The Lots are identified on the Plat, a copy of which is attached hereto as Exhibits "B" and hereby incorporated by reference.

2.12 "Maintenance" means the exercise of reasonable care to keep buildings, driveways, landscaping, lighting, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy, weed free environment or optimum plant growth, and retaining such landscaping in an orderly aesthetic manner.

2.13 "Master Association" means Briarwood Property Owner's Association, Inc., a Florida corporation not for profit.

2.14 "Master Common Areas" means the common areas in Briarwood as set forth in the Master Covenants.

2.15 "Master Covenants" means the Declaration of Master Covenants, Conditions, and Restrictions for Briarwood as originally recorded at Official Records Book 1593, Page 2360, in the Public Records of Collier County, Florida, including any and all exhibits thereto, as amended.

2.16 "Master Governing Documents" means the Master Covenants and the Articles of Incorporation, Bylaws and Rules and Regulations of the Master Association.

2.17 "Occupy" when used in connection with a Residence, means the act of residing in the unit on two (2) or more consecutive days and the intervening night. An "Occupant" is one who occupies a unit. "Occupy" means the act of being an occupant.

2.18 "Owner" or "Member" means a record Owner of legal title to a Lot.

2.19 "Plat" means the Plat of Briarwood Unit Eleven, as recorded in Plat Book 43, Page 1, of the Public Records of Collier County, Florida, a copy of which is attached hereto as Exhibit "B".

2.20 "Primary Occupant" means one natural person approved for occupancy of a Lot, when record legal title to the Lot is held in the name of more than two persons, or in trust, or by a partnership, corporation or other entity which is not a natural person, as provided in Section 10.10 below.

2.21 "Property" or "Properties" means all the real property which is subject to this Declaration, including Common Areas and Lots.

2.22 "Residence" means the residential structures constructed on the Lots, each intended for use and occupancy as a residence for a single family.

2.23 "Rules and Regulations" means the administrative rules and regulations governing the use of the Common Areas and procedures for administering the Association, as adopted or amended by resolution of the Board of Directors.

2.24 "Sereno Neighborhood" means Lots 2 through 39, Block B, as shown on the Plat.

2.25 "Service Charge" means a charge levied against one or more Lots for any service, material or combination thereof which may be provided by the Association for the benefit of the Lot Owners, such as contracting for repairs, services or materials. Amounts paid or debt incurred by the Association on behalf of the Lot Owners accepting or receiving the repairs, services, materials or maintenance shall be passed on in the form of a service charge against the Lots so benefitted. The Owner(s) are deemed to have agreed to pay the charge by subscribing, requesting, or accepting the benefits of the materials or service.

2.26 "Turnover" means the time at which Owners, other than the Declarant, assume control of the Association.

2.27 "Voting Interests" refers to the arrangement for voting by the members established in the Articles of Incorporation and the Bylaws by which the Owner of each Lot has one (1) indivisible vote, which may be cast as provided in the Bylaws when a vote of the members on Association matters is required or permitted. There are seventy-two (72) Lots, therefore there are seventy-two (72) voting interests.

3. APPURTENANCES; GENERAL PROPERTY RIGHTS; DURATION OF COVENANTS.

3.1 Appurtenances To The Lots. The Owner of each Lot has certain rights and obligations that are appurtenant to the Lot, and cannot be changed or taken away from the Owner of the Lot without his consent and that of any person holding a lien on the Lot, including without limitation the following:

- (A) Membership in the Association and the right to cast one (1) indivisible vote in Association affairs, which rights shall be acquired and exercised as provided herein, and in the Articles of Incorporation and the Bylaws of the Association.
- (B) The exclusive right to use the Lot, subject to the restrictions imposed herein.
- (C) The non-exclusive right to use the Common Areas for the purposes for which they are intended and reasonably suited, subject to the rules of the Association, and to all restrictions and limitations imposed in the Governing Documents, as amended from time to time.
- (D) Beneficial ownership of an undivided share of the assets and common surplus of the Association equal to the Owner's proportional share of liability for the assessments for common expenses levied by the Association. The ownership of an undivided share of the assets and common surplus does not entitle any Owner to a distribution.
- (E) Membership in the Master Association together with the rights and obligations pertaining to such membership, such the non-exclusive use of the Master Common Areas.
- (F) Other appurtenances expressly created in the Governing Documents.
- (G) Other appurtenances expressly created in the Master Governing Documents.

The appurtenances to a Lot automatically pass with the title to the Lot, whether separately described or not, and cannot be separated from the title to the Lot, or assigned, pledged or transferred, except with legal title to the Lot.

3.2 Use And Enjoyment Of Lots And Common Areas. An Owner is entitled to exclusive use and possession of his Lot subject to the Governing Documents and Master Governing Documents. He is entitled to non-exclusive use of the Common Areas for their intended purposes, but no use of any Lot or Common Area may unreasonably interfere with the property rights of other Owners or residents. The Owners rights under this Section are subject to:

- (A) The right and duty of the Association to levy assessments for common expenses against the Lots for the upkeep, maintenance, repair or betterment of the Common Areas and improvements thereon, and for the costs of operating the Association.
- (B) The right of the Association, by resolution of the Board of Directors, to dedicate or transfer or grant easements on, over, under, across or through any part of the Common Areas to any public agency, authority, or utility, for such purposes, and subject to such conditions, as may be determined by the Board. No such easement or the permitted uses of the easement shall materially interfere with the rights of the Owners to use the Common Areas.
- (C) Reasonable rules and regulations by the Association limiting the number, frequency and duration of uses by all persons who are not the Owner, the Owner's lawful spouse, or the child of the Owner still residing with the Owner.

3.3 Common Areas. The Common Areas shall be those areas specifically designated by Declarant as exclusively or primarily for use by Owners. Additional residential property and Common Areas may be annexed to the Property by amending Exhibit "A" and the relevant provisions of this Declaration, by the Declarant alone prior to Turnover and with the consent of at least a majority of the voting interests subsequent to Turnover. No more than ninety (90) days following Turnover the Declarant shall convey and transfer (or cause to be conveyed or transferred) to the Association, and the Association shall accept, all of the Common Areas, if any.

THE ASSOCIATION SHALL ACCEPT "WHERE IS, AS IS" THE CONVEYANCE OF SUCH COMMON AREAS WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, WITH RESPECT THERETO, INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES OR MERCHANTABILITY OR FITNESS FOR THE ORDINARY OR ANY PARTICULAR PURPOSE, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES REGARDING FUTURE REPAIRS OR REGARDING THE CONDITION, CONSTRUCTION, ACCURACY, COMPLETENESS, DESIGN, ADEQUACY OF THE SIZE OR CAPACITY IN RELATIONS TO THE UTILIZATION, DATE OF COMPLETION OR THE FUTURE ECONOMIC PERFORMANCE OR OPERATIONS OF, OR THE MATERIALS OR FURNITURE WHICH HAS BEEN OR WILL BE USED IN SUCH COMMON AREAS, EXCEPT AS SET FORTH HEREIN, BY ACCEPTANCE OF AN INTEREST IN ANY COMMON AREAS OR THE DEED TO ANY LOT, THE ASSOCIATION AND ALL OWNERS RELEASE DECLARANT FROM ANY CLAIMS AND WARRANT THAT ANY CLAIM SHALL BE MADE BY THE ASSOCIATION OR ANY OWNER RELATING TO THE CONDITION, OR COMPLETENESS OF COMMON AREAS OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING THEREFROM. ALL COSTS AND EXPENSES OF ANY CONVEYANCE OF ANY PROPERTY BY DECLARANT TO THE ASSOCIATION SHALL BE PAID FOR BY THE ASSOCIATION.

3.4 Partition, Separation Of Interests. There shall be no judicial partition of the Common Areas, except as expressly provided elsewhere herein, nor shall any Owner or any other person acquiring any interest in the Association, or any part thereof, seek judicial partition thereof. Nothing herein is intended to prevent judicial partition of any Lot owned in contingency. The ownership of a Lot, and ownership of the Residence constructed thereon, may not, however, be separated or separately conveyed, nor may any person who is not an Owner of at least one Lot hold membership in the Association.

3.5 Duration of Covenants. The covenants, conditions, and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and be enforceable by the Association and by any Owner, their respective legal representatives, heirs, successors and assigns in perpetuity.

4. EASEMENTS. Together with any easements appearing on the Plat, each of the following easements and easement rights is a covenant running with the land, and notwithstanding any other provision of this Declaration, may not be revoked and shall survive the exclusion of any land from the Association. Any lien encumbering these easements is automatically subordinate to the rights of the Owners with respect to such easements. Each Lot is subject to an easement in favor of all other parts of the Association for the location of utilities, for surface water drainage, for lateral and subjacent support, and for the use, maintenance, repair and replacement of party walls, and shared structural supports, roofs, pipes, wires, ducts, vents, cables, conduits, public utility lines and other similar or related facilities serving the Association. The parts of the Common Areas not used for walkways, private streets, sidewalks or driveways shall be for the common use and enjoyment of the Owners, and each Owner has a permanent and perpetual easement for the use and enjoyment of such lands as common open space, subject to recorded restrictions and rules of the Association.

4.1 Utility And Other Easements. The Association has the power, without the joinder of any Owner, to grant, modify or move easements such as water, sewer, electric, gas, cable television, waste pickup and hauling, and/or other utility, service or access easements, and to relocate any existing easements in any portion of the Association, as the Association shall deem necessary or desirable for the proper operation and maintenance of the Association. Such easements, or the relocation of existing easements, may not prevent or unreasonably interfere with the use of the Lots. The Association may also transfer title to utility-related equipment or installations, and take any other action reasonably necessary to satisfy the requirements of any utility company service provider, or governmental agency to which any such utility-related equipment or installations are to be so transferred.

4.2 Ingress and Egress. A non-exclusive easement exists in favor of each Owner and occupant, and their respective guests, tenants, contractors, licensees and invitees for pedestrian traffic over, through, and across the sidewalks, streets, paths, walks, and other portions of the Common Areas intended and designated for such purpose and use, and for vehicular and pedestrian traffic over, through, and across any parts of the Common Areas that are or may be paved or intended for such purposes, to provide ingress from and egress to the public ways. There shall also exist easements of access to all private streets within the Properties to Collier County for the use of the county personnel and equipment on county business.

4.3 Drainage. A perpetual, non-exclusive easement exists in favor of the Association and its employees, agents, contractors or other designees for the use of drainage areas established throughout the Properties, and an easement for ingress, egress, and access to enter any portion of the Properties in order to construct, maintain or repair, as necessary, any drainage areas and improvements thereon specifically including, without limitation, access over and across portions of the Common Areas by utility companies. No structure, landscaping, or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities or which may obstruct or retard the flow of water through drainage areas or otherwise interfere with any easement provided for in this Section or the use rights set forth elsewhere in the Governing Documents.

4.4 Encroachment. There shall exist a reciprocal appurtenant easements between adjacent Lots and between each Lot and any portion or portions of the Common Areas adjacent thereto for any encroachment due to the unwillful placement, settling, or shifting of the improvements constructed, reconstructed, or altered thereon, provided such construction, reconstruction, or alteration was completed in accordance with this Declaration. Such easement shall exist to a distance of not more than one (1) foot as measured from any point on the relevant common boundary, along a line perpendicular to such boundary at such point. No easement for encroachment shall exist as to any encroachment occurring due to the willful conduct of an Owner.

4.5 Construction. The Developer (including its designees and contractors) shall have the right to enter the Properties and take any action reasonable necessary or convenience for the purpose of completing the construction thereof, provided such activity does not prevent or unreasonably interfere with the use or enjoyment of the Properties by the owners.

4.6 Sales and Leasing Activity. For as long as it is offering any Lot for sale in the ordinary course of business, the Developer and its designees shall have the right to use, without charge, any Lots owned by it, and the common areas in order to establish modify, maintain and utilize, as it and they deem appropriate, a model Residences and sales and other office. Without limiting the generality of the foregoing, the Developer and its designees may show model Residences or the common areas to prospective purchasers or tenants, erect on the Property signs and other promotional material to advertise Lot for sale or lease, and take all other action helpful for sales, leases and promotion of the Residence.

4.7 Termination of Certain Easements. The easements and rights described in 4.5 and 4.6 above shall terminate upon the sale of all Lots to purchasers other than a successor Developer.

5. ASSOCIATION; PURPOSES; POWERS. The administration and management of the Little Neck Cove Homeowners' Association, Inc., a Florida corporation not for profit, shall perform its functions pursuant to the following:

5.1 Powers And Duties. The powers and duties of the Association include those set forth in this Declaration, the Articles of Incorporation and the Bylaws, and those provided in Chapter 617 and 720, Florida Statutes, as they may be amended from time to time. The Association may contract, sue, or be sued with respect to the exercise or non-exercise of its powers. The Association has the power to enter into agreements and to acquire leaseholds, memberships and ownership, possessory or use interests in lands or facilities, regardless of whether the lands or

facilities are contiguous to the Association. If the Association has the authority to maintain a class action suit as plaintiff, the Association may also be joined as a defendant in an action as the representative of that class with reference to litigation and disputes involving the matters for which the Association could bring a class action. Nothing herein limits any statutory or common law right of an individual Owner or class of Owners to bring any action which may otherwise be available.

5.2 Board of Directors. Except as otherwise expressly provided by law or by the Governing Documents the Association acts through its Board of Directors and its officers, and no vote of the members shall be required. The officers and Directors of the Association have a fiduciary relationship to the members.

5.3 Articles Of Incorporation. A copy of the Articles of Incorporation of the Association is attached as Exhibit "C".

5.4 Bylaws. The Bylaws of the Association are attached as Exhibit "D" to this Declaration, and may be amended from time to time.

5.5 Determination Of Management. The Association may contract with a manager or management agent to assist the Association in carrying out its powers and duties by performing such functions as submission of proposals, collection of assessments, keeping of records, and enforcement of covenants and rules, with funds made available by the Association for such purposes. The Association and its officers however, retain at all times the powers, duties, and non-delegable responsibilities imposed by Chapter 720, Florida Statutes, as amended from time to time, and by the Governing Documents.

5.6 Members. Every person or entity who is a record Owner of a fee simple interest in any Lot shall be a member of the Association, as further provided in the Bylaws. Membership is appurtenant to, runs with, and cannot be separated from, the real property ownership interest upon which it is based. The burden of notifying the Association of a change of membership shall be borne by the new member; and the Association shall not be required to recognize a change of membership until the new member furnishes satisfactory proof of ownership.

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

5.8 Association As Owner of Lots. The Association has the power to purchase Lots and to acquire and hold, lease, mortgage and convey them. The Association has the right to purchase a Lot at a foreclosure sale resulting from the Association's foreclosure of its lien for unpaid assessments or charges (including fines), or to take title by deed in lieu of foreclosure. However, the acquisition of any Lots not resulting from the Association's foreclosure action, must have the prior approval of a majority of the voting interests of the Association.

5.9 Turnover Of Association by Declarant. The Declarant shall determine, in its sole and absolute discretion, the time of Turnover, provided, however, that if Turnover has not sooner occurred, it shall occur no later than three (3) months after ninety percent (90%) of the Lots that will ultimately be operated by the Association have been conveyed to non-Declarant members.

6. ASSESSMENT FOR COMMON EXPENSES. The Association has authority to levy assessments against the Lots to pay common expenses. Common expenses include the expenses of the operation, maintenance, repair, replacement, or protection of the Common Areas and all improvements thereon, the costs of providing insurance for the benefit of the Association, its Directors and officers, and its members; the expenses of carrying out the powers and duties of the Association, and any other expense, whether included in the foregoing or not, that is expressly designated as a common expense in this Declaration or in the Bylaws.

6.1 Covenants. Except as provided in Section 6.3 below, each Owner of a Lot and each subsequent Owner of any Lot (including a purchaser at a judicial sale), by acceptance of a deed or other instrument of conveyance, whether it is so expressed in the deed or instrument of conveyance or not, is deemed to covenant and agree to pay to the Association:

- (A) The Lot's pro rata share of quarterly assessments based on an annual budget of common expenses adopted by the Board of Directors;
- (B) The Lot's pro rata share of special assessments levied for capital improvements or other expenses that cannot be paid from the regular assessments;
- (C) Service Charges and other user fees, or charges imposed against, or payable by, less than all of the Lots, as authorized elsewhere in this Declaration, in the Bylaws of the Association, or the Rules and Regulations of the Association.

Assessments are established and collected as provided herein and in the Bylaws, and are due and payable the first day of each calendar quarter. The obligation to pay the assessments and other charges described above, together with late-payment fees, interest, costs, and reasonable attorney's fees incurred in the collection process, shall bind each Lot in the hands of its Owner, and his heirs, devisees, personal representatives, successors and assigns. Except as otherwise provided, whether title to a Lot is transferred for any reason, the new Owner is jointly and severally liable with the previous Owner for all assessments and other charges that are unpaid at the time of the transfer, regardless of when the obligation was incurred, without prejudice to any right the new Owner may have to recover from the previous Owner any such amounts the new Owner is required to make. No Owner may avoid personal liability for assessments and charges, or release any Lot from the liens and charges hereof, by waiving use rights, or by abandoning the Lot.

6.2 Shares Of Assessments. Except as provided in Section 6.3 below, the Owner of each Lot shall be liable for an equal share of annual and special assessments, such share being a fraction of the whole, the numerator of which is the number "one" and the denominator of which is the total number of Lots. There are seventy-two (72) Lots, therefore each Lot and the Owner thereof is liable for one seventy-second (1/72) of the annual and special assessments.

6.3 Declarant's Obligation for Assessments. Except as provided below, assessments do not begin to accrue on a Lot until the Lot has been transferred from the Declarant to a non-developer Owner. In exchange for being excused from paying assessments on the Lots that it owns, the Declarant agrees to pay any operating expenses incurred that exceed the assessments receivable from other members and other income of the association. The Declarant shall be excused from the payment of assessments pursuant to this agreement as set forth above until the Declarant chooses to terminate the agreement by providing written notification to the Association of its intent to do so or at Turnover, whichever is sooner. At such time, the Declarant shall be obligated to pay assessments on the Lots it owns the same as any other Owner.

6.4 Capital Contribution. At the time the initial sale of each Lot or any resale of a Lot is closed, the purchaser of the unit shall pay to the Association an amount equal to \$250.00. This payment shall not be refundable or be applied as a credit against the Lot owner's monthly assessments.

6.5 Establishment Of Liens To Secure Payment. All assessments, charges and other sums due the Association in accordance with the foregoing, together with any late payment fees, interest at the highest rate allowed by law, and costs of collection (including, but not limited to costs and reasonable attorney's fees) create a continuing lien upon the Lot against which each such assessment or charge is made, and they are also the personal obligation of the Owner of each Lot at the time they came due. This lien relates back to the date this Declaration was originally recorded, and is superior to any Homestead rights the Owner may have. The lien is activated by recording a Claim of Lien in the public records of the County, setting forth the amounts then past due and the due dates, as of the date the Claim of Lien was recorded. The recorded Claim of Lien secures payment of all unpaid assessments and charges due at the time of recording (including late payment fees, interest, costs and attorney's fees, as provided above), as well as all assessments and charges that subsequently come due, until the lien is satisfied or a final judgment of foreclosure is obtained. Upon full payment of all sums secured by a Claim of Lien, the party making payment is entitled to a satisfaction in recordable form.

6.6 Priority Of Liens. Except as otherwise provided by law, the Association's lien for unpaid assessments and other charges is subordinate and inferior to that of any recorded First Mortgage, unless the Association's Claim of Lien was recorded before the mortgage. The Association's lien is superior to, and takes priority over, any other mortgage regardless of when recorded, as well as all other recorded liens except federal tax liens and liens for unpaid property taxes. A lease of a Lot is subordinate and inferior to any Claim of Lien of the Association, regardless of when the lease was executed. A mortgagee in possession, a receiver, a purchaser at a foreclosure sale, or a mortgagee that has acquired title by deed in lieu of foreclosure and all persons claiming by, through or under any of them, shall hold title subject to the liability and lien of any assessment or other charge coming due after taking title. Any unpaid assessment or other charge which cannot be collected by reason of this Section shall be treated as a common expense, collectable from all Lots, including the Lot as to which the foreclosure (or deed in lieu of foreclosure) occurred.

6.7 Collection Of Assessments. If any Owner fails to pay any assessments, other charge, or installment thereof, within ten (10) days after the due date, the Association shall have any or all of the following remedies, to the fullest extent permitted by law, which remedies are cumulative, so they are not in lieu of, but are in addition to, all other remedies available.

- (A) To charge interest at the highest rate allowed by law on the amount of the assessment or other charge, from the due date until paid.
- (B) To impose a late payment fee in an amount set by the Board which shall be no less than five percent (5%) of the delinquent amount, but shall not exceed the amount allowed by law.
- (C) To file an action in equity to foreclose the lien. Unless another procedure is required by law, the lien may be foreclosed by an action brought by the Association in the same manner as provided in Section 718.116, Florida Statutes, as amended from time to time, for the foreclosure of liens upon condominium units for unpaid assessments. If the Lot is rented during the pendency of the foreclosure action, the Association is entitled to the appointment of a receiver to collect the rent.
- (D) To bring an action at law for a money judgment against the Owner without waiving any foreclosure rights of the Association.
- (E) To the extent lawful, to suspend the right to use the recreational facilities and the voting rights of the Owner in Association matters until the Owner's account is current.
- (F) To accelerate the due date for the entire remaining unpaid amount of the annual assessment against the Owner's Lot for the remainder of the fiscal year, notwithstanding any provision of the Governing Documents calling for installment payments of annual assessments.

6.8 Estopel Certificate. The Association shall, within fifteen (15) business days after receiving a written request for same, furnish to any Owner, purchaser or mortgage lender a certificate in writing signed by an officer of the Association, setting forth whether all assessments and charges against the Owner's Lot have been paid, and itemizing any that have not been paid. Any person, except the Owner, who relies on the certificate shall be protected thereby. The Association or its designated agent may charge a reasonable fee for that service.

7. ARCHITECTURAL AND AESTHETIC CONTROL No building, structure, pool or other improvement shall be erected or altered on any Lot, nor shall any grading, excavation, landscaping, change of exterior color, or other work which in any way materially alters the exterior appearance of any structure, Residence, Lot or Common Area be performed by anyone, except at the direction of the Declarant, without the prior written approval of the Board of Directors of the Association. In obtaining said written approval, Owner, or any other person applying, shall comply with all applicable requirements and procedures of the Governing Documents. **Refusal of approval for plans and specifications shall be in the sole discretion of the Board and may be based on any reason including purely aesthetic reasons.**

7.1 Powers and Duties. The architectural and aesthetic review and control functions of the Association shall be administered and performed by the Board of Directors. The Board shall have the power and duty to:

- (A) Propose the adoption, modification or amendment of written Architectural/Aesthetic Criteria, which shall set forth such things as building material types, colors and contractor specifications which the Board finds acceptable. After Turnover, notice of any adoption, modification or amendment to the Architectural/Aesthetic Criteria, including a verbatim copy of such adoption modification or amendment, shall be mailed to each member of the Association at least fourteen (14) days prior to the meeting at which such adoption, modification or amendment is acted upon;
- (B) Require submission to the Board of three (3) complete sets of all plans and specifications for any building, structure, or other improvement proposed to be erected or altered, or any proposed grading, excavation, tree or other landscape material removal or installation, change of exterior color or other work which in any way alters the exterior appearance of any structure, Residence, Lot or Common Area. The Board may also require submission of samples of building materials or colors proposed for use on any Lot, and may require such additional information as may reasonably be necessary for the Board to fully evaluate the proposed work;
- (C) Approve or disapprove the erection or alteration of any building, structure or other improvement; or any grading, excavation, alters the exterior appearance of any structure, Residence, Lot or Common Area;
- (D) Adopt a schedule of fees for processing requests for Board review of proposed changes. Such fees, if any, shall be payable to the Association, in cash or check, at the time the request is submitted to the Board, and shall not exceed the estimated actual cost of such review;
- (E) Adopt a procedure for inspecting approved changes during and after construction to insure conformity with approved plans;
- (F) Set a time limit during which the approved changes must be completed;
- (G) Enact regulations regarding the appearance of Lots and adjacent common areas during the construction or renovation period, which regulations may include but are not limited to the placement of dumpsters and building materials.

7.2 Delegation of Powers to a Committee. The Board may delegate its architectural and aesthetic review and control functions as set forth above to a committee. If it chooses to do so, then that committee must hold its meeting with the same formalities as that of a Board meeting. An owner aggrieved by the decision of the committee may appeal to the Board for reconsideration. Any decision made by the Board shall be final.

8. MAINTENANCE; IMPROVEMENTS

8.1 Maintenance Of Common Areas. The Association shall at all times maintain in good repair, and shall replace as often as necessary, any and all improvements constructed on the Common Areas, including, but not limited to all landscaping (except as provided in 8.2 below), sprinkler pipes and systems, paving drainage structures, walkways, recreation facilities, private streets, street lighting fixtures and appurtenances, entrance features and other structures, except public utilities, all such work to be done as ordered by the Board of Directors or its designee. The Association, its successors and assigns, shall have a perpetual, non-exclusive easement for ingress and egress over, upon and across all portions of the Properties and to excavate thereon in connection with the maintenance of sprinkler pipes and systems to the extent necessary for the performance of the work to be performed pursuant to this Section; provided, however, that the party causing any such excavations restores disturbed areas as nearly as practicable to the condition thereof immediately prior to such excavations.

8.2 Maintenance of Residences and Lots. The owner of each Residence shall maintain, repair and replace, at his own expense, all portions of his Lot and Residence. The Lot owners shall also be responsible for the maintenance, repair and replacement of the grass or lawn area located between their Lot and the road.

8.3 Alteration of Lots or Residences by Unit Owners. No owner shall make changes to the landscaping on his Lot, make or permit the making of any material alterations or substantial additions to his Lot or Residence, or in any manner materially change the exterior appearance of any portion of the Property, without first obtaining the written approval of the other owner. The Board of Directors may revoke or rescind the approval of an alteration or modification previously given, if it appears that the installation has had unanticipated material adverse effects on the Property or other Residences. If a unit owner makes any modifications, installations or additions to the landscaping, his Residence or the common areas, the unit owner, and his successors in title, shall be financially responsible for the following which shall be a Service Charge against the Lot as set forth in Section 6.1 above:

- (A) The costs to insure, maintain, repair and replace the modifications, installations or additions;
- (B) The costs of repairing any damage to the common areas or other Lots or Residences resulting from the existence of such modifications, installations or additions; and
- (C) The costs 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 Residence for which the Association is responsible.

8.4 Enforcement Of Maintenance. If the Owner fails to maintain their Lot as required herein or the Residence or Lot is not cared for and/or maintained in a manner acceptable to the Board of Directors and in general conformity with the standards of the community, 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, with or without consent of the Owner. The Association may repair, replace or maintain any item which constitutes a hazard to other property or residents, or which has a materially adverse affect on the

appearance of the Property. Such action shall not be taken without advance written notice to the Owner. Any expenses so incurred by the Association shall be assessed as a Special Charge against the Owner, together with reasonable attorney's fees and other expenses of enforcement. Such assessments shall become a lien on the Lot which may be foreclosed or otherwise collected pursuant to this Declaration, the Association Bylaws and Florida Law.

8.5 Negligence; Damage Caused By Condition In Residence Or Lot. The Owner of each Lot shall be liable for the expenses of any maintenance, repair or replacement made necessary by his negligence or by that of any member of his family or his guests, employees, agents or lessees; but, unless the negligence is of such character as to evidence gross recklessness or willful or wanton disregard for life or property, the Owner shall be liable only to the extent that such expense is not met by the proceeds of insurance. If any condition, defect or malfunction existing within a Lot, whether caused by the Owner's negligence or otherwise, shall cause damage to the Common Areas or to other Lots, the Owner of the offending Lot shall be liable to the person or entity responsible for repairing the damaged areas for all costs of repair or replacement not met by insurance. If one or more of the damaged Lot is not occupied at the time the damage is discovered, the Association may enter without prior notice to the Owner and take reasonable actions to prevent the spread of damage. Any expenses so incurred by the Association shall be assessed against the Owner, together with reasonable attorney's fees and other expenses of enforcement.

8.6 Alterations and Additions to Common Areas and Association Property. The protection, maintenance, repair, insurance and replacement of the common areas and association property is the responsibility of the Association and the cost is a common expense. Beyond this function, subsequent to Turnover, neither the Association nor any owner shall make any material alterations of, or substantial additions to, the common areas or the real property owned by the Association costing more than fifteen percent (15%) of the annual budget including reserves, without prior approval of at least two-thirds of the Lot owners who are present, in person or by proxy, and voting at any meeting called for conducting such a vote. If work reasonably necessary to protect, maintain, repair, replace or insure the common areas or association property also constitutes a material alteration or substantial addition to the common areas, no prior unit owner approval is required. Nothing in this Section 8.6 shall be construed to limit the Declarant's right to make improvements, additions or alterations to the Properties.

8.7 Capital Improvements. Funds necessary for substantial capital improvements to the Common Areas in excess of fifteen percent (15%) of the total annual budget may be levied as special assessments by the Association only upon approval by at least a majority of the voting interests in the property to be improved. Special assessments less than that amount may be levied by a majority of the Board alone. The Declarant shall not be required to pay any special assessments for capital improvements for any Lots that it owns.

8.8 Limitation of Association's Liability. Notwithstanding its duty to maintain and repair portions of Lots and Common Areas, the Association shall not be liable to individual owners for personal injury or property damage caused by any condition of the property to be maintained and repaired by the Association, or caused by the elements or unit owners or other persons. The Association shall not be liable to any owner for repairing or replacing decorative surfaces, personal property or fixtures within the Residence, including but not limited to wallpaper, floor coverings furniture and artwork.

9. INSURANCE OF RESIDENCES; RECONSTRUCTION AFTER CASUALTY. In order to protect values and maintain the Property's appearance by minimizing the existence of partially or completely demolished Residences for unreasonably long periods of time, and in order to protect all other Owners from the adverse effects of the negligence or imprudence of a few, the following provisions shall apply:

9.1 Duty To Insure And To Reconstruct. Each Owner shall at all times maintain property insurance on his Residence and all other insurable improvements on his Lot in an amount equal to the replacement cost thereof taking into account local construction costs and property values as they may from time to time exist. If the Residence or other improvements located on any Lot are destroyed or damaged as a result of fire, windstorm, flood, tornado, hurricane or other casualty, the Owner shall cause repair or replacement to be commenced within six (6) months after the date that such damage or destruction occurred, and shall 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 appearance, and shall utilize and conform with the original foundation and appearance of the original improvements.

9.2 Failure To Insure. The Association has the right to require each Owner to produce proof of insurance and to name the Association as a co-insured. If an Owner fails or refuses to maintain such insurance coverage deemed reasonably necessary by the Association, or if the Owner allows the required insurance coverage to lapse, or for some other reason causes the same to become ineffective, the Association may, but is not obligated to, purchase whatever coverage it deems reasonably necessary for the Association's benefit. The costs incurred by the Association in procuring insurance shall become due and payable by the Owner in all respects, together with interest, reasonable attorney's fees and costs of collection, immediately upon the Association notifying the Owner, in writing, that it has procured such insurance, and the costs thereof. Should the owner fail to carry the required insurance, the owner shall be liable for all damages that would have been covered by the policy had it been in place at the time of a loss, including any item for which the Association has maintenance responsibilities as provided in this Declaration.

9.3 Failure To Reconstruct. If the Owner of any Lot fails to commence or complete construction to repair or replace any damaged or destroyed improvements within the time periods provided for in Section 9.1 above, the Association shall give written notice to the Owner of his default. If the Owner has not notified the Association of satisfactory arrangements to meet his obligations within thirty (30) days after the Association mailed such notice, the Association shall be deemed to have been granted the right by the Owner, as such Owner's attorney-in-fact, to remove all debris and damaged improvements, or 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 at the sole discretion of the Board of Directors, the Owner of the Lot shall be deemed to have assigned to the Association any right he may have to insurance proceeds that may be available because of the damage or destruction of the improvements. 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 and Residence to secure payment.

9.4 Association's Right Of Entry. For the purpose of performing the duties imposed by this Section 9, the Association, through its duly authorized agents and employees, has the right, after written notice to the Owner, to enter upon the Lot at reasonable hours and perform such duties.

9.5 Deductible. The party responsible for procuring insurance on an item must pay the deductible in the event of a loss involving that item, regardless of who may be responsible to maintain, repair or replace that item as provided in this Declaration.

10. ASSOCIATION INSURANCE.

10.1 Duty And Authority To Obtain. The Board of Directors shall obtain and keep in force at all times the insurance coverage which it is required to carry, and may obtain and keep in force any or all of such other or additional insurance coverage as it may deem necessary. The premiums shall be a common expense. The name of the insured shall be the Association as agent for the Owners without naming them, and their mortgagees.

10.2 Required Coverage. The Association shall maintain adequate liability insurance and casualty insurance covering buildings and other insurable improvements (if any) within the Common Areas, with coverage in amounts as determined annually by the Board of Directors; such insurance to afford the following protection:

- (A) **Property.** Loss or damage by fire, extended coverage (including windstorm), vandalism, and malicious mischief, and other hazards covered by what is commonly referred to as an "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 shall be required by the Board of Directors, with cross liability endorsement to cover liabilities of the Owners as a group to any single Owner.

10.3 Optional Coverage. The Association may purchase and carry such other insurance coverage as the Board of Directors may determine from time to time to be in the best interest of the Association and Owners. Some common examples are: Flood insurance, Broad Form Comprehensive General Liability Endorsement, Directors and Officers Liability, Fidelity Bonding, and Medical Payments.

10.4 Descriptions Of Coverage. All Association insurance policies shall be available for inspection by Owners upon request.

10.5 Waiver Of Subrogation. If available and where applicable, the Board of Directors shall endeavor to obtain insurance policies which provide that the insurer waives its right to subrogate as to any claim against Owners, the Association, or their respective servants, agents or guests, except for any claim based primarily upon gross negligence evidencing reckless, willful or wanton disregard for life or property.

10.6 Insurance Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association, and all proceeds shall be payable to the Association.

10.7 Distribution Of Proceeds. Proceeds of insurance policies received by the Association shall be used to defray the cost of repair or reconstruction. Any proceeds remaining after defraying costs shall become part of the Association's common surplus.

10.8 Association As Agent. The Association is hereby irrevocably appointed as the agent for each Owner, to adjust all claims arising under insurance policies purchased by the Association for damage or loss to the Residences.

11. GENERAL COVENANTS AND USE RESTRICTIONS.

11.1 Use Restrictions. The Lots in the Association shall be used for single family residences and for no other purposes. No business buildings may be erected on a Lot and no Lot and no business may be conducted on any part thereof, nor shall any building or portion thereof be used or maintained as a professional office. No person may publicly advertise the address of a Lot as the address of any business. The use of a Residence as a public lodging establishment shall be deemed a business or commercial use. This Section shall not be construed to prohibit any Residence occupant from maintaining a personal or professional library, from keeping his personal, business or professional records in his Residence, or from handling his personal, business or professional telephone calls, written correspondence, or other communications in and from his Residence. Such uses are expressly declared customarily incident to residential use. This Section is, however, intended to prohibit commercial or business activity by an Owner or occupant of a Residence which would noticeably change the residential ambiance of the Property, or make it obvious that a business is being conducted, such as by regular or frequent traffic in and out of the Property by persons making deliveries, pick-ups, employees or other business associates, or customers and clients.

11.2 Nuisance. No obnoxious or offensive activity shall be carried on upon any Common Area, Lot or in any Residence, nor shall anything be done that is or may become a reasonable source of annoyance or nuisance to other residents. The Board of Directors shall have the right and the power in the exercise of its reasonable discretion to determine what activities or uses constitute nuisances or obnoxious or offensive activity.

11.3 Signs. In order to maintain an attractive appearance, no sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted, or affixed in, on or upon any part of the Properties, by an Owner or occupant other than the Declarant unless prior approval of the sign and its placement is obtained from the Association. This restriction includes, without limitation, signs of Realtors, politicians, contractors or subcontractors. Notwithstanding the foregoing, the owner of a Lot may display a sign of reasonable size provided by a contractor for security services within ten feet (10') of any entrance to the home.

11.4 Pets. The Owner of each Lot may keep reasonable numbers of commonly accepted and domesticated household pets (such as cats, dogs, tropical fish or caged birds) in the Residence. The pet must be carried under the Owner's arm or leashed at all times while outside of the Residence. The ability to keep such a pet is a privilege, not a right, and the Board of Directors is empowered to order and enforce the removal of any pet which becomes a source of unreasonable annoyance to other residents of the Properties. Owners are responsible for the conduct of and the clean-up after their pet(s). No reptiles, amphibians, poultry or livestock may be kept on the Properties. Pets shall not be left unattended in a garage or outside the interior portions of a Residence. The Board of Directors may adopt further regulations regarding keeping or house of pet(s) upon the Properties.

11.5 Appearance. Each Owner shall keep his Lot free and clear of weeds, underbrush, unsightly growths, trash and debris and shall reasonably maintain his Residence. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. Sanitary containers shall not be placed outside the Residence, except for a reasonable period of time for refuse pickup to be accomplished. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No garbage incinerators shall be permitted.

11.6 Television, Radio Equipment, Flagpoles And Other Outdoor Antennas. No outside antennae, satellite receiving dishes, antenna poles, antenna masts, electronic devices, antenna towers or citizen band (CB) or amateur band (ham) antennae shall be permitted, except as approved by the Board of Directors, or except as otherwise permitted by law as to satellite antennae one meter (39.37 inches) or less in diameter, antennae or aerials to receive over-the-air television broadcast, or antennae designated to receive multichannel, multipoint distribution service, which may be installed at a location approved in writing by the Board of Directors. A flagpole, for display of the American Flag only, may be permitted if its size, design and location are first approved in writing by the Board of Directors. An approved flagpole shall not be used to mount an antenna. It is the intent of this provision to protect residents from unreasonable interference with television reception, electronic devices, and the operation of home appliances, which is sometimes caused by the operation of ham radios, CB base stations or other high-powered broadcasting equipment. Owners shall be responsible for any damage or liability resulting from the installation of any device or improvement on their Lot. Any homeowner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day may display in a respectful manner portable, removable official flags, not larger than 4 ½ feet by 6 feet, which represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.

11.7 Temporary Structures. No structure of a temporary character shall be constructed or used on any Lot. However, the temporary erection of a tent for special occasions may be allowed, but only after approval by the Board of Directors. No outdoor clothes washing, drying, hanging or storage shall be allowed where visible from the Common Areas or another Residence. This provision shall not be construed to limit the installation of a play set of basketball hoop that has been approved by the Board pursuant to Section 7 above.

11.8 Leasing in the Bella Lago Neighborhood. This Section 11.8 shall only apply to Lots in the Bella Lago Neighborhood. In order to foster a stable residential community and prevent a motel-like atmosphere, the use and leasing of residential units by their owners in the Bella Lago Neighborhood shall be restricted as provided in this section. All leases of units must be in writing. A unit owner may lease only his entire unit, and then only in accordance with this Section.

(A) Notice of Lease. An owner intending to lease his residential unit shall give to the Association written notice of such intention at least twenty (20) days prior to the first day of occupancy under the lease together with the name and address of the proposed lessee, a fully executed copy of the proposed lease, and such other information as the Board may reasonably require.

(B) **Approval of Lease Renewals.** The Association shall have the right to approve all lease extensions or renewals. An owner intending to lease extend or renew a lease of his residential unit shall give to the Association written notice of such intention at least twenty (30) days, but no more than sixty (60) days prior to the first day of the extended or renewed period under the lease together with such information as the Board may reasonably require. After the required notice and all information requested have been provided, the Board shall have twenty (20) days in which to approve or disapprove the proposed lease extension or renewal. If the Board neither approves nor disapproves within that time, its failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a written letter of approval to the lessee. 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 owner.

(C) **Term of Lease and Frequency of Leasing.** No lease may be for a period of less than one (1) month or more than one (1) year, and no option for the lessee to extend or renew the lease for any additional period shall be permitted unless the extension or renewal has been approved by the Board. No subleasing or assignment of lease rights by the lessee is allowed.

(D) **Other Procedures.** Forms for lease notification and applications for authority to extend or renew a lease shall be given to the Board of Directors on such forms and include such terms as the Board may provide from time to time. The Board may in its discretion further regulate leasing procedures so long as the further regulations do not conflict with this Declaration.

(E) **Amendment of this Section.** This Section 11.8 may be amended using the procedure and percentages set forth in Section 13 below, except that the amendment shall require the approval of the owners in the Bella Lago Neighborhood only. Any amendment to this Section 11.8 shall only apply to owners who vote in favor of or consent to the amendment and owners who take title to Lots after the effective date of the amendment. Leasing restrictions on Lots in the Bella Lago Neighborhood may not be imposed by an amendment or addition of any other provision of the governing documents.

11.9 Leasing in the Sereno Neighborhood. This Section 11.9 shall only apply to Lots in the Sereno Neighborhood. Lots in the Sereno Neighborhood shall be subject only to the leasing restrictions contained in the Master Governing Documents. This Section 11.9 may be amended using the procedure and percentages set forth in Section 13 below, except that the amendment shall require the approval of the owners in the Sereno Neighborhood only. Any amendment to this Section 11.9 shall only apply to owners who vote in favor of or consent to the amendment and owners who take title to Lots after the effective date of the amendment. Leasing restrictions on Lots in the Sereno Neighborhood may not be imposed by an amendment or addition of any other provision of the governing documents.

11.10 No Time-Shares. No residential unit or portion thereof shall be conveyed or used as a Time-Share Property or as part of a Time-Share Plan as those terms are defined under Chapter 721, Florida Statutes.

11.11 Designation Of Primary Occupant. Other than the Declarant, each Owner of a Lot which is owned by more than two (2) people, by a Trustee in a trust, or by a corporation, partnership, limited liability company or other entity that is not a natural person, shall designate a primary occupant in writing to the Association. If any Lot 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. If the ownership of a Lot is such that the designation of a primary occupant is not required, the Lot Owner may, nevertheless, choose to designate one, subject to Board approval. The Association shall then look to the primary occupant for the purpose of determining use and voting rights for that Lot.

11.12 Miscellaneous Activity And Use Restrictions. The following activity and use restrictions apply to all Owners, Lots and Common Areas.

- (A) The discharge of firearms is prohibited.
- (B) All personal property, including without limitation vehicles, bicycles, mopeds, motorcycles and play equipment shall be stored within a Residence or a garage except when in use, and may not be left on driveways or common Areas overnight. No unenclosed exterior storage area shall be permitted.
- (C) Each Owner and Member shall be required to adhere to the storm precautions promulgated by the Association, if any.
- (D) Nothing shall be done or kept on any Lot or on the Common Area that would increase the rate of insurance incurred by the Association without the prior written consent of the Association, and no Owner shall permit anything to be done or kept on the Owner's Lot or the common area that would result in the cancellation or insurance on any residence or on any part of the Common Area, or which would be a violation of any law, ordinance or code applicable to the property.

11.13 Declarant's Activities. It is the Declarant's intent to develop all of the Lots within the Property. The completion of that work, and the sale, rental, or other disposal of residential Lots is essential to the establishment and welfare of the Property as an ongoing residential community. In order that such work may be completed and the Property be established as a fully occupied residential community as soon as possible, nothing in this Declaration shall be understood or construed to prevent, restrict, prohibit or in any way inhibit the Declarant or the employees, contractors, or subcontractors of the Declarant's efforts:

- (A) To promote, market and sell the Property, or any portion thereof; in particular and without limitation, Declarant shall be entitled to operate sales trailers and model homes, sponsor promotional events, erect signs and make such other use of the Property as Declarant deems appropriate to promote the use or sale of the Property;
- (B) To do work on any part or parts of the Property owned or controlled by Declarant, or doing whatever they determine may be reasonable necessary or advisable in connection with the completion of such work;

- (C) To construct and maintain on any part or parts of the subdivision property owned or controlled by Declarant, such structures as may be reasonably necessary for the completion of such work, the establishment of the Property as a residential community;
- (D) To conduct on any part or parts of the Property owned or controlled by Declarant or their representatives, the business of completing such work, of establishing the Property as a residential community, and of disposing of Lots by sale, lease, or otherwise.

This provision may not be modified nor deleted without the express written consent of Declarant, which consent may be withheld for any reason.

12. ENFORCEMENT OF COVENANTS AND ABATEMENT OF VIOLATIONS. Every Owner, tenant, guest or other invitee shall at all times comply with all the covenants, conditions and restrictions of the Governing Documents including this Declaration, the Articles, Bylaws and Rules and Regulations. Before undertaking any remedial, disciplinary or enforcement action against a person alleged to be in violation, except in emergencies. The proper interpretation and effect of the Governing Documents shall be as interpreted by the Board of Directors of the Association.

12.1 Mandatory Arbitration and/or Mediation. Chapter 720 of the Florida Statutes requires that certain disputes be mediated or arbitrated before attempting filing an action in the Florida courts. Any such dispute must be filed in accordance with the law in the appropriate venue as required by law.

12.2 Legal Action. Unless the law requires otherwise, judicial enforcement of these covenants and restrictions may be by a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants, conditions and restrictions. Failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

12.3 Entry By Association. Violation of any conditions or restrictions or breach of any covenant herein contained or in any of the Governing Documents shall also give the Association and its authorized agent or representative in addition to all other remedies, the right to enter upon the land where such violation or breach exists and summarily abate and remove, at the expense of the Owner of the land, any construction or violation that may be or exist thereon. The Association and its authorized agents shall not thereby become liable in any manner for trespass, abatement or removal. Any costs and expenses incurred by the Association in abatement of any violations, including attorney's fees, shall be assessed against the Owner of said Lot, which assessments, if unpaid, shall become a lien on the Lot and foreclosed, or otherwise collected in the same manner as assessments for common expenses.

12.4 Fines. The Board may impose a fine or fines upon an Owner, tenant, guest, or other invitee for failure of the Owner, his family, guests, invitees, tenants, or employees to comply with any covenant, restriction, rule or regulation contained herein or promulgated pursuant to the Governing Documents.

- (A) **Notice.** The Association shall notify the Owner or person sought to be fined with at least fourteen (14) days notice of the opportunity for an appeals hearing.
- (B) **Appeals Hearing.** A hearing, if requested by the Owner or person sought to be fined, shall be held before a committee of at least three (3) members appointed by the Board, who are not officials, directors or employees of the Association, or the spouse, parent, child, brother or sister of any of the above. The committee, by majority vote, may recommend approval of the fine, dismissal of the fine, or a change in the amount of the fine.
- (C) **Amount Of Fine.** The Board of Directors may impose fines in amounts reasonably related to the severity of the offense and deemed adequate to deter future offences, not to exceed \$100 per violation, or such other maximum amount permitted 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, and thus may exceed in the aggregate, \$1,000 per violation, or such other maximum amount permitted by law.
- (D) **Collection Of Fines.** Fines shall be treated as an assessment due to the Association ten (10) days after written notice to the Owner of the imposition of the fine, as provided above. The filing of an appeal as provided above shall postpone the due date until three (3) days after the written decision of the appeals committee is served on the Owner.
- (E) **Application.** All monies received from fines shall become part of the common surplus.
- (F) **Nonexclusive Remedy.** Fines shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled. Outstanding fines, if unpaid after thirty (30) days from the date due, shall be assessed against the Owner of the Lot and/or Residence. The Association may also suspend use rights by following the procedures found in this Section 13.3 for levying of fines.

12.5 Attorneys Fees. In any legal proceeding arising out of an alleged failure of a guest, tenant, unit owner, Director or Officer of the Association, or the Association to comply with the requirements of Chapter 720 of the Florida Statutes, the governing documents, or the Association's rules and regulations, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such attorneys fees as may be awarded by the court.

12.6 Member Approval of Certain Litigation. Notwithstanding any other provisions of the condominium documents, the Board of Directors shall be required to obtain the prior approval of at least a majority of the voting interests prior to the payment of, or contracting for the payment of, legal fees to any person engaged by the Association for the purpose of commencing any lawsuit, other than for the following purposes:

- (A) the collection of assessments;
- (B) the collection of other charges which owners are obligated to pay;
- (C) the enforcement of the use and occupancy restrictions applicable to the Properties;

- (D) the enforcement of any restrictions on the sale, lease and other transfer of units;
- (E) in an emergency, when waiting to obtain the approval of the members creates a substantial risk of irreparable injury to the Association or its members; or
- (F) filing a compulsory counterclaim.

13. AMENDMENTS OF DECLARATION

13.1 Proposal. Amendments to this Declaration may be proposed by the Board of Directors or by the owners of twenty percent (20%) of all of the Lots.

13.3 Vote Required. Except as otherwise provided by law, or by specific provision of this Declaration, a proposed amendment to this Declaration shall be adopted if it is approved by the Association members in one of the following methods.

- (A) **Members' Meeting.** Approval shall be granted if approved by at least two-thirds (2/3) of the voting interests of the Association present and voting at any annual meeting or a meeting called for that purpose, provided that a copy of each proposed amendment has been given to the members in accordance with law. Unless otherwise provided by law, notice of proposed amendment has been given to the members in accordance with law. Unless otherwise provided by law, notice of proposed amendments shall be substantially in the form specified in Chapter 718, Florida Statutes for proposed amendments to a Declaration of Condominium.
- (B) **Written Consent.** Amendments may be approved by written consent in accordance with Section 3.12 of the Association's Bylaws.
- (C) **Declarant Amendment.** Notwithstanding the forgoing, prior to Turnover the Declarant shall have the authority to amend this Declaration without the approval of any other member and no amendment to this Declaration shall be effective without the Declarant's written consent so long as the Declarant owns any Lots in the Property that are for sale in the ordinary course of business. The Developer may not cause any such amendments that will change the date that Turnover will occur.

13.4 Certificate; Recording. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall be in the form required by law and shall be executed by the President or Vice 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.

14. GENERAL PROVISIONS.

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

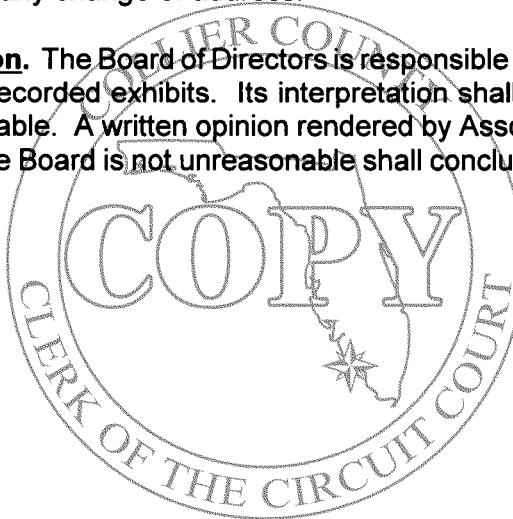
14.2 Waiver. Any waiver by the Association of any provisions of this Declaration or breach hereof must be in writing and shall not operate or be construed as a waiver of any other provision or subsequent breach.

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

14.4 Headings And Capitalization. The headings of Sections and paragraphs herein, and the capitalization of certain words, are for convenience only, and do not affect the meaning or interpretation of the provisions of this Declaration.

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

14.6 Interpretation. The Board of Directors is responsible for interpreting the provisions of this Declaration and its recorded exhibits. Its interpretation shall be binding upon all parties, unless it is wholly unreasonable. A written opinion rendered by Association legal counsel that an interpretation adopted by the Board is not unreasonable shall conclusively establish the validity of such interpretation.

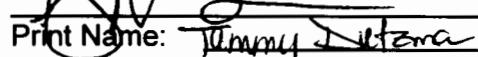


IN WITNESS WHEREOF, these Protective Covenants have been signed by Declarant and the Association on the day and year first above set forth.

WITNESSES:



Print Name: Thomas Spinelli



Print Name: Tammy Dietzman

DECLARANT:

BRIARWOOD DEVELOPMENT
CORPORATION, a Florida corporation



By: William Spinelli, President

(Corporate Seal)

ASSOCIATION:

Bella Lago and Sereno at Briarwood
Homeowners' Association Inc.,
a Florida corporation not for profit



By: William Spinelli, President

(Corporate Seal)

STATE OF FLORIDA

)

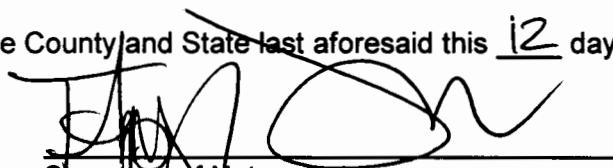
COUNTY OF COLLIER

)
SS:
)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by William Spinelli, as President of Briarwood Development Corporation, a Florida corporation, freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. William Spinelli is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 12 day of April, 2005.

(SEAL)


Signature of Notary Public

Typed, printed or stamped name of

Notary Public: Tammy Dietzman

My Commission Expires: 10/28/07

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR BELLA LAGO AND SERENO AT BRIARWOOD



TAMMY DIETZMAN
MY COMMISSION #DD262803
EXPIRES: OCT 28, 2007

STATE OF FLORIDA)
) SS:
COUNTY OF COLLIER)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by William Spinelli, as President of Bella Lago and Sereno at Briarwood Homeowners' Association Inc., a Florida corporation not for profit, freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. William Spinelli is personally known to me.

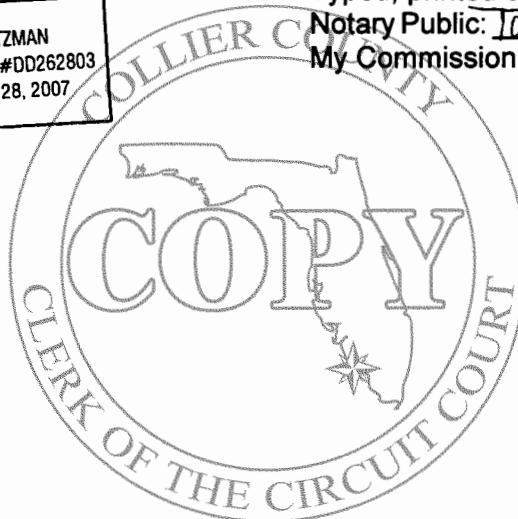
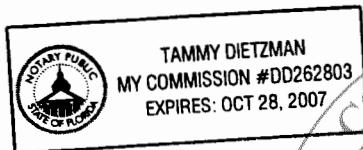
WITNESS my hand and official seal in the County and State last aforesaid this 12 day of April, 2005.

(SEAL)

Signature of Notary Public

Typed, printed or stamped name of

Notary Public: Tammy Wzman
My Commission Expires: 10/28/07



JOINDER OF MORTGAGEE

The undersigned Mortgagee and holder of that certain Mortgage and Security Agreement recorded in Official Records Book 3744, Page 2687, et seq., of the Public Records of Collier County, Florida (the "Mortgage"), which mortgage encumbers, inter alia, the property described in that certain Declaration of Covenants, Conditions and Restrictions for Bella Lago and Sereno at Briarwood ("Declaration") to which this Joinder is attached, hereby consents to the foregoing Declaration and agrees that the Mortgage is subject and subordinate to the Declaration.

WITNESSES:

Print Name: Tammy E. DietzmanPrint Name: Tammy DietzmanSTATE OF FloridaCOUNTY OF Collier

IRONSTONE BANK

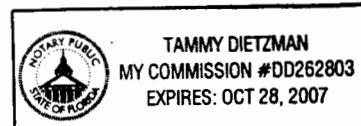
By: Wendy M. NelsonBy: Wendy M. Nelson, Vice President

This instrument was acknowledged before me this 20 day of April, 2005, by Wendy Nelson as V.P. of Ironstone Bank, for and on behalf of the bank, who is personally known to me or who has produced as identification.

(SEAL)

Signature of Notary Public

Typed, printed or stamped name of

Notary Public: Tammy DietzmanMy Commission Expires: 10/28/07

**SCHEDULE OF EXHIBITS
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BELLA LAGO AND SERENO AT BRIARWOOD**

- Exhibit A - Legal Description of the Subject Property
- Exhibit B - Copy of the Plat
- Exhibit C - Articles of Incorporation of the Association
- Exhibit D - Bylaws of the Association

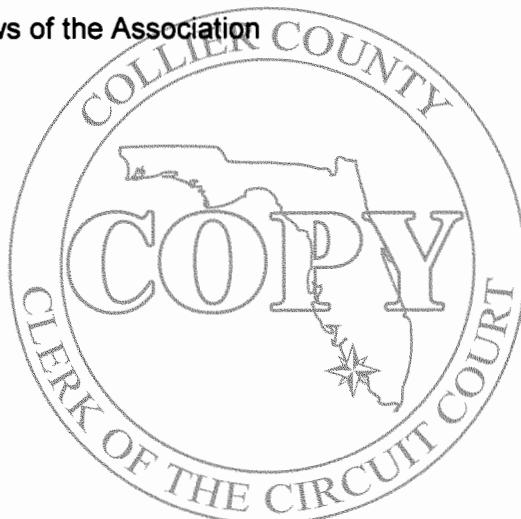


EXHIBIT A

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

All of Briarwood Unit Eleven, pursuant to the Plat thereof, as recorded in Plat Book 43, Page 1, of the Public Records of Collier County, Florida, less and except Lot 1, Block A; Lots 1 and 40, Block B; Tracts B, C, D, E, L-1 and L-2.

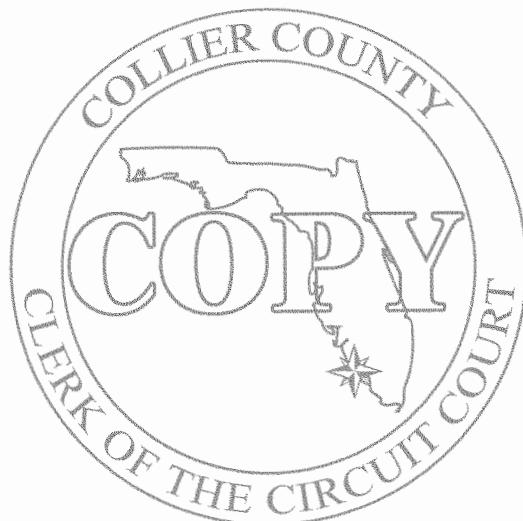


EXHIBIT B

COPY OF THE PLAT



BRIARWOOD UNIT ELEVEN

A PORTION OF SECTION 31, TOWNSHIP 49 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA
AND A REPLAT OF LOT 31, BLOCK D AND LOT 92, BLOCK B, BIRLBWOOD UNIT EIGHT, AS RECORDED
IN PLAT BOOK 33, PAGES 45 AND 46 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

Briarwood Unit Ten
Plot Book 34, Pages 39 & 40
Collier County, Florida.

*East One of the Northwest 1/4
of the Northwest 1/4 of
Section 31, Township 48 South,
Range 28 East.*

4.0010187 E 300.0

Scale 1 = 50

COPPER TORTOISE PRESERVE

10

cou

75° 00' E.
75° 00' E.
ALME
HOT
HOT
HOT

55° 00' 130° 00'

1178

1002

53

20.
111.
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0.333
147

PLAT BOOK 43 PAGE 2
SHEET 2 OF 3

<img alt="A detailed map of a property in Collier County, Florida, showing a large circular seal of the 'CLERK OF THE CIRCUIT COURT' overlaid on the map. The map includes property lines, street names like 'TWO DRIVE', 'NORTH 10TH ST', and 'NORTH 11TH ST', and various land parcels labeled with letters (A, B, C, D, E) and numbers (1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 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East line of the Northwest 1/4 of
Section 31, Township 49 South,

Unpublished

THE MURKIN CO. WAS FORMED BY:
ALVIN MURKIN, PINE RIDGE
A. TRIGO & ASSOCIATES, INC.
1000 BROADWAY, NEW YORK 10018
TELEGRAMS: **TRIGON**
TELEPHONE: **555-5555**
TELETYPE: **555-5555**
TELEFAX: **555-5555**
TELECO: **555-5555**
TELETYPE: **555-5555**
TELEFAX: **555-5555**

110' INDE F.P. & L. EASEMENT
OR BOOK 100 PAGE 57

BRIARWOOD UNIT ELEVEN

A PORTION OF SECTION 31, TOWNSHIP 49 NORTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA AND A REPLAT OF LOT 1, BLOCK 48, SECTION 31, TOWNSHIP 49 NORTH, RANGE 26 EAST, BRIGHTWOOD UNIT EIGHT, AS RECORDED IN PLAT BOOK 33, PAGES 45 AND 46 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

TRACT 8
(DE - HOME & LAND MAINTENANCE ACCESS EASMENT)

A.R. Book 192, Page 87

PUT BOOK 43 BACK 3
SHELF 3 OF 3

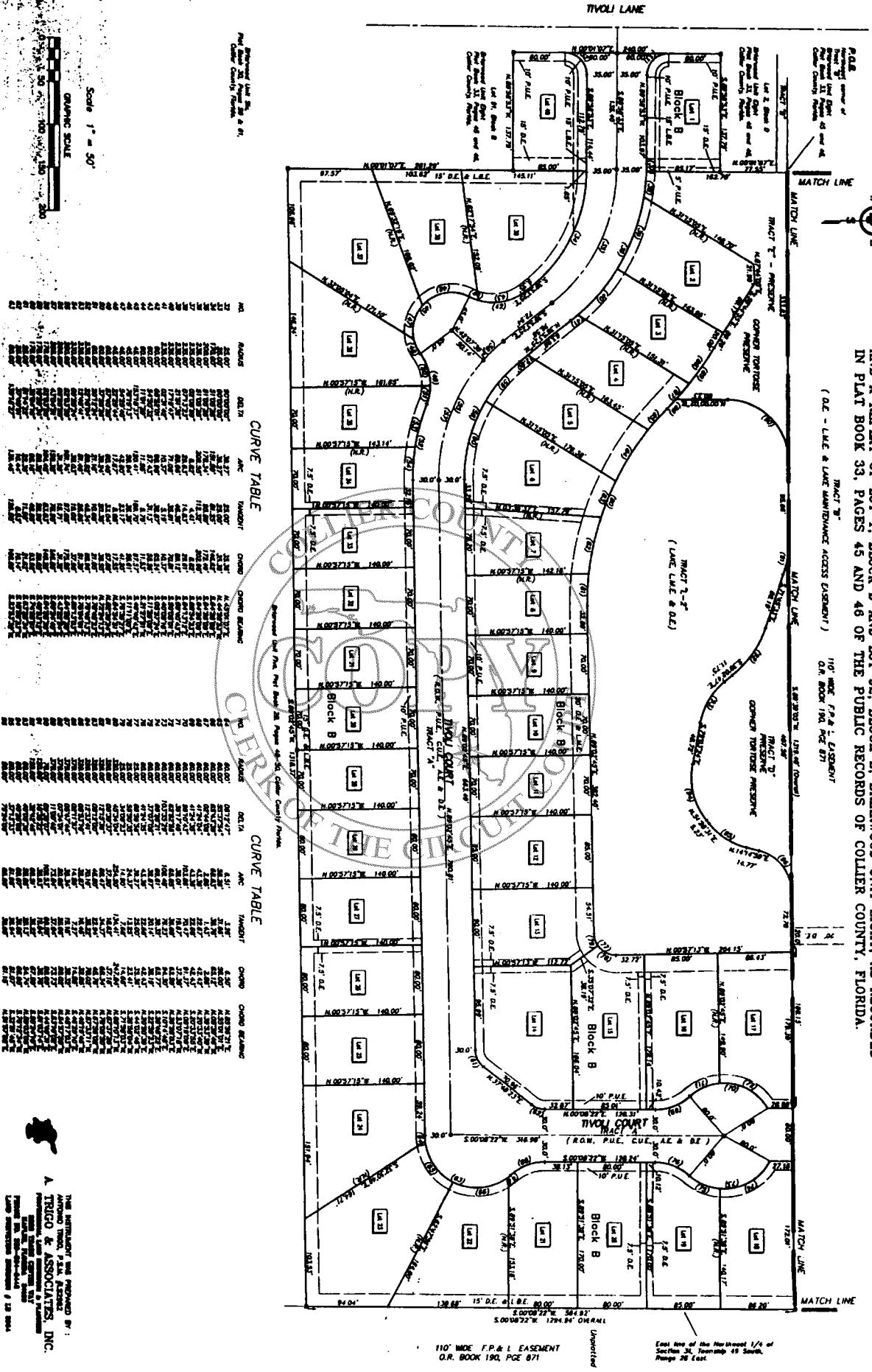
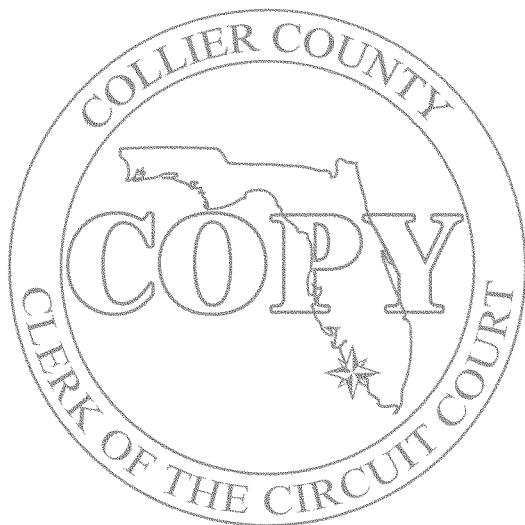


EXHIBIT C

**ARTICLES OF INCORPORATION
OF
BELLA LAGO AND SERENO AT BRIARWOOD
HOMEOWNERS' ASSOCIATION INC.**



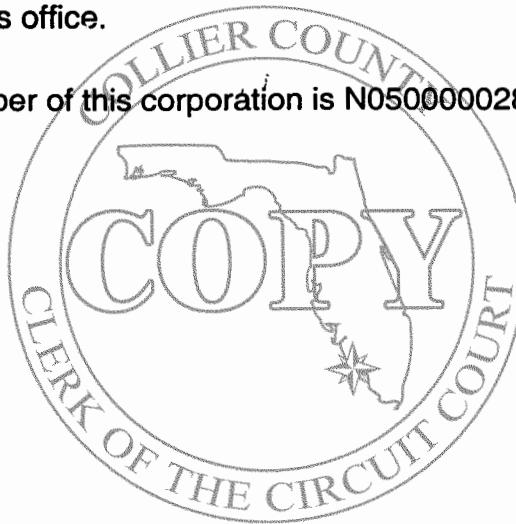
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Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of BELLA LAGO AND SERENO AT BRIARWOOD HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, filed on March 14, 2005, as shown by the records of this office.

The document number of this corporation is N05000002823.



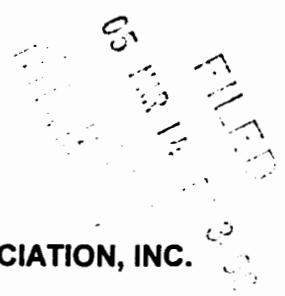
Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capitol, this the Eighteenth day of March, 2005



CR2EO22 (2-03)

Glenda E. Hood

Glenda E. Hood
Secretary of State



ARTICLES OF INCORPORATION

OF

, BELLA LAGO AND SERENO AT BRIARWOOD HOMEOWNERS' ASSOCIATION, INC.

Pursuant to Section 617.013, Florida Statutes, these Articles of Incorporation are created by William Spinelli, as sole incorporator, for the purposes set forth below.

ARTICLE I

NAME: The name of the corporation, herein called the "Association", is Bella Lago and Sereno at Briarwood Homeowners' Association Inc., and its principal office shall be initially located at 3927 Arnold Avenue, Naples, Florida 34104.

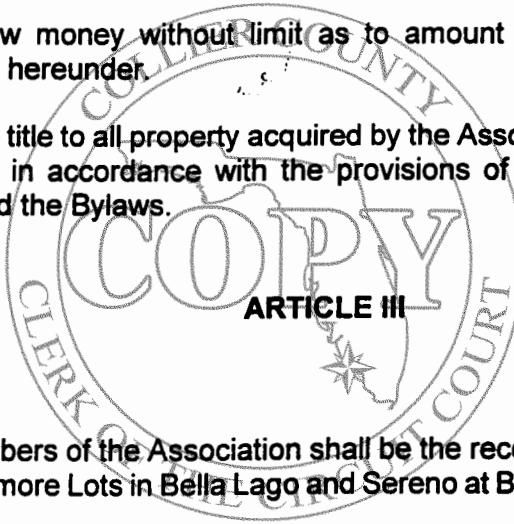
ARTICLE II

PURPOSE AND POWERS: The purpose for which the Association is organized is to provide an entity pursuant to Chapter 720 of the Florida Statutes for the operation of Bella Lago and Sereno at Briarwood, located in Collier County, Florida. The Association is organized and shall exist on a non-stock basis as a corporation not for profit under the laws of the State of Florida, and no portion of any earnings of the Association shall be distributed or inure to the private benefit of any member, Director or officer. For the accomplishment of its purposes, the Association shall have all of the common law and statutory powers and duties of a corporation not for profit under the laws of the State of Florida, except as limited or modified by these Articles, the Declaration of Covenants, Conditions and Restrictions, the Bylaws or the Florida Statutes, as it may hereinafter be amended; and it shall have all of the powers and duties reasonably necessary to operate the property pursuant to said Declaration as it may hereafter be amended, including but not limited to the following:

- (A) To make and collect assessments against members of the Association to defray the costs, expenses and losses of the Association, and to use the funds in the exercise of its powers and duties.
- (B) To protect, maintain, repair, replace and operate the property.
- (C) To purchase insurance upon the condominium property and Association property for the protection of the Association and its members.
- (D) To reconstruct improvements after casualty and to make further improvements of the property.
- (E) To make, amend and enforce reasonable rules and regulations governing the use of the common areas, and the operation of the Association.
- (F) To approve or disapprove the transfer, leasing and occupancy of units, to the extent provided in the Declaration.

- (G) To enforce the provisions of Chapter 720 of the Florida Statutes, the Declaration, these Articles, the Bylaws and any Rules and Regulations of the Association.
- (H) To contract for the management and maintenance of the Association and the property, 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.
- (I) To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Association.
- (J) To enter into agreements, or acquire leaseholds, memberships, and other possessory, ownership or use interests in lands or facilities such as country clubs, golf courses, marinas, and other recreational facilities. It has this power whether or not the lands or facilities are contiguous to the lands of the property submitted to the Declaration, if they are intended to provide enjoyment, recreation, or other use or benefit to the unit owners.
- (K) To borrow money without limit as to amount if necessary to perform its other functions hereunder.

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.



MEMBERSHIP:

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

ARTICLE IV

TERM: The term of the Association shall be perpetual.

ARTICLE V

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

ARTICLE VI

DIRECTORS AND OFFICERS:

- (A) The affairs of the Association shall be administered by a Board of Directors consisting of the number of Directors determined by the Bylaws, but not less than three (3) Directors, and in the absence of such determination shall consist of three (3) Directors.
- (B) Directors of the Association shall be elected by the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.
- (C) The business of the Association shall be conducted by the officers designated in the Bylaws. The officers shall be elected each year by the Board of Directors at its first meeting after the annual meeting of the members of the Association, and they shall serve at the pleasure of the Board.

ARTICLE VII

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

- (A) **Proposal.** Amendments to these Articles may be proposed by a majority of the Board or by written petition, signed by at least one-fourth (1/4) of the voting interests.
- (B) **Procedure.** Upon any amendment to these Articles being proposed by said Board or unit owners, such proposed amendment shall be submitted to a vote of the owners not later than the next annual meeting for which proper notice can be given.
- (C) **Vote Required.** Except as otherwise provided for by Florida law, these Articles of Incorporation may be amended by vote of at least two thirds (2/3) of the voting interests present in person or by proxy at any annual or special meeting, or by approval in writing of a majority of the voting interests without a meeting, provided that notice of any proposed amendment has been given to the members of the Association, and that the notice contains a copy of the proposed amendment.
- (D) **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.

ARTICLE VIII

INITIAL DIRECTORS: The initial Directors of the Association shall be:

William Spinelli
3927 Arnold Avenue
Naples, Florida 34104

Thomas Spinelli
3927 Arnold Avenue
Naples, Florida 34104

Thomas Sullivan
3927 Arnold Avenue
Naples, Florida 34104

ARTICLE IX

INITIAL OFFICERS: The initial officers of the Association shall be:

William Spinelli, President
3927 Arnold Avenue
Naples, Florida 34104

Thomas Spinelli, Vice President
3927 Arnold Avenue
Naples, Florida 34104

Thomas Sullivan, Secretary/Treasurer
3927 Arnold Avenue
Naples, Florida 34104

ARTICLE X

INITIAL REGISTERED AGENT:

The initial registered office of the Association shall be:

1072 Goodlette Road North
Naples, Florida 34102

The initial registered agent at said address shall be:

Kraus & Ballenger, P.A.

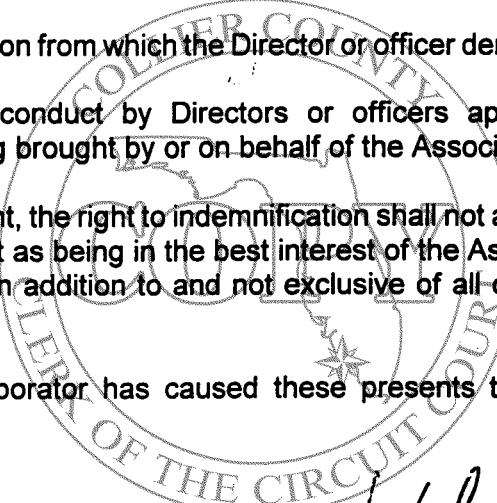
ARTICLE XI

INDEMNIFICATION: To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director and every officer of the Association against all expenses and liabilities, including attorneys fees, actually and reasonably incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may be a party because of his being or having been a Director or officer of the Association. The foregoing right of indemnification shall not be available if a judgement or other final adjudication establishes that his actions or omissions to act were material to the cause adjudicated and involved:

- (A) Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgement in its favor.
- (B) A violation of criminal law, unless the Director or officer had no reasonable cause to believe his action was unlawful or had reasonable cause to believe his action was lawful.
- (C) A transaction from which the Director or officer derived an improper personal benefit.
- (D) Wrongful conduct by Directors or officers appointed by the Developer, in a proceeding brought by or on behalf of the Association.

In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or officer may be entitled.

WHEREFORE the incorporator has caused these presents to be executed this 10th day of March, 2005.

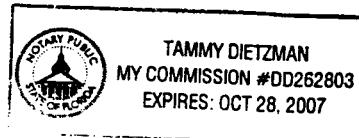


William Spinelli

3927 Arnold Avenue
Naples, Florida 34104

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 10 day of March, 2005, by William Spinelli who is personally known to me and did not take an oath.



Notary Public (SEAL)
Print name: Tammy Dietzman
My Commission Expires: 10/28/07

ACCEPTANCE BY REGISTERED AGENT

Having been named to accept service of process for Bella Lago and Sereno at Briarwood Homeowners' Association Inc., at the place designated in these Articles of Incorporation, I hereby accept the appointment to act in this capacity and I am familiar with and agree to comply with the laws of the State of Florida in keeping open said office.

KRAUS & BALLINGER, P.A.

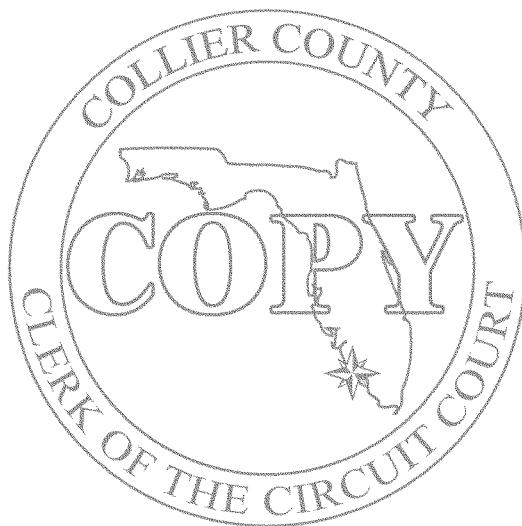

Cheryl R. Kraus, President



FILED
05 MAR 16 PM 3:00
CLERK OF THE CIRCUIT COURT
COLLIER COUNTY, FLORIDA
ALL INFORMATION CONTAINED
HEREIN IS UNPUBLISHED

EXHIBIT D

**BYLAWS
OF
BELLA LAGO AND SERENO AT BRIARWOOD
HOMEOWNERS' ASSOCIATION INC.**



BYLAWS
OF
BELLA LAGO AND SERENO HOMEOWNERS' ASSOCIATION, INC.

1. GENERAL. These are the Bylaws of Bella Lago and Sereno Homeowners' Association, Inc., hereinafter the "Association", a corporation not for profit organized under the laws of Florida for the purpose of operating a homeowners' association pursuant to Chapter 720 of the Florida Statutes.

- 1.1 Principal Office.** The principal office of the Association is 3927 Arnold Avenue, Naples, Florida 34104, or such other address as may be chosen from time to time by the Association's Board of Directors.
- 1.2 Seal.** The seal of the Association shall be inscribed with the name of the Association, the year of its organization, and the words "Florida" and "corporation not for profit." The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the corporation where a seal may be required.
- 1.3 Definitions.** Certain words and phrases used in these Bylaws are defined in the Declaration of Covenants, Conditions and Restrictions of Woods Edge Villas Subdivision (the "Declaration"), to which these Bylaws are recorded as an Exhibit, unless the context clearly requires a different meaning.

2. MEMBERS; VOTING RIGHTS. The members of the Association are the record Owner(s) of legal title to the Lots. If a Lot is subject to a contract for deed or a life estate, the contract vendee or life tenant, respectively, shall be deemed to be the Owner for purposes of determining voting and use rights. Membership shall become effective upon the occurrence of the last to occur of the following events: a) recording in the Public Records of a Deed or other instrument conveying or evidencing legal title to the new member and b) delivery to the Association of a copy of the recorded Deed or other evidence of title. Membership in the Association is appurtenant to, runs with, and cannot be separated from the real property interest upon which membership is based. Each members' share of beneficial ownership of the common surplus is the same as his share of liability for assessments, as provided in the Declaration.

- 2.1 Voting Rights.** The members of the Association are entitled to one (1) vote for each Lot owned by them. The total number of votes equals the total number of Lots. There are seventy-two (72) Lots, therefore the number of voting interests is seventy-two (72). The vote of a Lot is not divisible. The right to vote may be suspended if a member is delinquent, in excess of ninety (90) days, in the payment of any monies due to the Association. If a Lot is owned by one natural person, his right to vote shall be established by the record title. If a Lot is owned jointly by two or more natural persons, regardless of whether they are acting as trustees, that Lot's vote may be cast by any one of the record Owners. If two or more Owners of a Lot do not agree among themselves how their one vote shall be cast, that vote shall not be counted for any purpose. If the Owner of a Lot is not a natural person, the vote of that Lot shall be cast by the primary occupant of the Residence designated as set forth in the Declaration.

- 2.2 Approval or Disapproval of Matters.** Whenever the decision or vote of a Lot Owner is required upon any matter, whether the subject of an Association meeting or not, the decision or vote shall be expressed or cast by any person authorized in Section 2.1 above to cast the vote of that Lot if present at an Association meeting, unless the joinder of all record Owners is specifically required.
- 2.3 Termination of Membership.** Termination of membership in the Association does not relieve or release any former member from liability or obligation incurred under or in any way connected with the Association during the period of his membership, nor does it impair any rights or remedies which the Association may have against any former Owner or member.

3. MEMBERS' MEETINGS.

- 3.1 Annual Meeting.** The annual meeting of the members shall be held in Collier County, Florida, on a day, place and time 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 Meetings.** Special meetings of the members shall be held whenever called by the President or by a majority of the Board of Directors, and may also be called by members representing at least ten percent (10%) of the voting interests. Business at any special meeting shall be limited to the items specified in the notice of meeting.
- 3.3 Turnover Meeting.** The Turnover meeting shall occur no later than three (3) months after ninety percent (90%) of all of the Lots that will ultimately be operated by the Association have been conveyed to members. The Turnover meeting may occur at any time sooner than that time at the Declarant's sole discretion. The members shall accept control of the Association at the Turnover meeting. The purpose of the Turnover meeting shall be to elect a new the Board of Directors, as well as such other business as shall properly come before the meeting.
- 3.4 Notice Of Meetings.** Notice of meetings of the members, stating the time, date and place of the meeting must be mailed to the Owner(s) of each Lot at the address that appears on the books of the Association, or may be provided by personal delivery. The member bears the responsibility for notifying the Association of any change of address. The notice must be mailed or delivered at least fourteen (14) days before the date of the meeting. Unless the law or the governing documents expressly require otherwise, notice of an annual meeting, or special meeting, must include a description of the purpose or purposes for which the meeting is called.
- 3.5 Quorum.** A quorum at meetings shall be attained by the presence, either in person or by proxy, of at least thirty percent (30%) of the voting interests of the Association.
- 3.6 Vote Required.** The acts approved by a majority of the votes cast at a meeting at which a quorum has been attained are binding upon all members for all purposes, except where a higher vote is required by law, or by any provision of the governing documents.

3.7 **Proxies.** Votes at a meeting may be cast in person or by proxy. A proxy may be given by any person entitled to vote, but shall be valid only for the specific meeting for which originally given and/or any lawful adjournment of that meeting. No proxy shall be valid longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy is 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, and specify the date, time and place of the meeting for which it is given. The proxy may require notarization.

3.8 **Adjourned Meetings.** Any duly called meeting of the members may be adjourned, by the majority of the voting interests present, regardless of whether a quorum has been attained, and may be reconvened later at a specific time and place. When a meeting is so adjourned, it shall not be necessary to give formal notice of the time and place of its continuance, if that information is announced at the meeting being adjourned. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted at the continuance, provided a quorum has been attained.

3.9 **Order of Business.** The order of business at members meetings shall be generally as follows:

- (A) Determination of the existence of a quorum.
- (B) Reading or dispensing with reading minutes from the last members meeting.
- (C) Reports of Officers. (Financial Report)
- (D) Reports of Committees.
- (E) Election of Directors (Annual Meeting Only).
- (F) Unfinished Business.
- (G) New Business.
- (H) Adjournment.

3.10 **Minutes.** Minutes of all meetings of the members and of the Board of Directors shall be kept in a businesslike manner, in a book or books, and must be available for inspection and copying by members or their authorized representatives at all reasonable times.

3.11 **Parliamentary Rules.** Robert's Rules of Order (latest edition) shall govern the conduct of Association meetings, when not in conflict with the law or the governing documents. The President may appoint a Parliamentarian for assistance and advice, but the President's 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.

3.12 **Action By Members Without Meeting.** Except for the holding of the annual meeting and annual election of Directors, any action required or permitted to be taken at a meeting of the members may be taken by mail without a meeting, if written consents or other instruments expressing approval of the action proposed to be taken are signed and returned by members having not less than the minimum number of votes that would be necessary to take such action at a meeting. If the requisite number of written consents is received by the Secretary within sixty (60) days after the earliest date which appears on any of the consent forms received, the proposed action so authorized shall be of full force and effect as if the action had been approved by vote

of the members at a meeting held on the sixtieth (60th) day. Within ten (10) days thereafter, the Board shall meet to tabulate the votes and send written notice of the action taken to all members. Nothing in this Section affects the rights of members to call a special meeting of the membership, as provided for in these Bylaws or by law. If the vote is taken by the method described in this Section, the list of Owners on record with the Secretary at the time of mailing the voting materials shall be the list of qualified voters. The written consents used to authorize an action without a Meeting shall become part of the Association's records.

4. BOARD OF DIRECTORS. The administration of the affairs of the Association is by a Board of Directors. All powers and duties granted to the Association by law, as modified and explained in the Declaration, Articles of Incorporation, and these Bylaws, shall be exercised by the Board, subject to approval or consent of the members only when specifically required. Until Turnover, the number of Directors shall be three (3) and they shall be appointed by the Declarant.

4.1 Number And Terms of Service. After Turnover, the number of Directors which shall constitute the whole Board of Directors shall be five (5). To maintain experienced Board members, Directors will be elected for staggered terms. The first election held following the turnover, the Director's terms will be determined by the votes received for each Director. Of the Directors elected; the three (3) will serve a two (2) two year term, while the other two (2) will serve a (1) year term. The second election held following this revision of the Bylaws, and thereafter, all Directors will be elected for a (2) year term. Each Director's term ends at the final adjournment of the annual meeting at which his successor will be duly elected, or at such other time as may be provided by law. Directors shall be elected by the members as described in Section 4.3 below, or in the case of vacancy, as provided in Section 4.4 below.

4.2 Qualifications. Except for those Directors appointed by the Declarant prior to Turnover, each Director must be a member of the Association or primary occupant for a Lot, or the lawful spouse of a member or primary occupant for a Lot.

4.3 Nominations And Elections. After Turnover, on the day of each annual members' meeting the membership shall by closed ballot elect as many Directors as there are regular terms of Directors expiring. Any eligible person may nominate himself or herself as a candidate. Any such nomination shall be made in writing to the Association not later than forty (40) days prior to the meeting at which the election takes place. Directors shall be elected by a plurality of the votes cast at the meeting. In the election of Directors, there shall be appurtenant to each unit as many votes for Directors as there are Directors to be elected. No owner of any unit may cast more than one vote for any person nominated as a Director, it being the intent hereof that voting for directors shall be non-cumulative. The candidates receiving the highest number of votes shall be declared elected, except that a run-off election shall be held in the event of a tie vote. Owners need not be in attendance to vote in the election, provided that their ballot is received at the beginning of the meeting at which the election will take place. The Association's Board may adopt guidelines for conducting elections that are not inconsistent with this Section. In the absence of such guidelines, the Association shall follow the Board election procedures as set forth in the Condominium Act.

4.4 Vacancies On The Board. If the office of any Director becomes vacant for any reason, a successor or successors to fill the remaining unexpired term or terms shall be appointed or elected by a majority of the remaining Directors, though less than a quorum. The successor shall hold office for the remaining unexpired term.

4.5 Removal Of Directors. Any Director may be removed from office, with or without cause, by the vote or agreement in writing of a majority of the voting interests. The notice of a meeting of the owners to recall one or more Directors must name the specific Director(s) sought to be removed, and a separate vote for each Director sought to be removed shall be taken. Where removal is sought by written agreement, a separate agreement is required for each Director to be removed. Any Director who is removed from office is not eligible to stand again for election to the Board, or be appointed to the Board, until the next annual election. A Director who is removed from office shall turn over to the Association within 72 hours any and all records and other property of the corporation in his possession. If a Director who is removed does not relinquish his office or turn over records as required, the circuit court in the county may summarily order the Director to relinquish his office and turn over corporate records upon application of any Owner. In any such action, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

4.6 Board Meetings. A meeting of the Board of Directors occurs whenever a quorum of the Board gathers to conduct Association business. All meetings of the Board must be open to all members, except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege. Notices of all Board meetings must be posted in a conspicuous place at least forty-eight (48) hours in advance of every meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place, notice of each Board meeting must be mailed or delivered to each member at least seven (7) days before the meeting, except in an emergency. An assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessment. Any Owner may tape-record or videotape meetings of the Board of Directors and meetings of the members. The Board of Directors may adopt reasonable rules governing the taping of meetings of the Board and the membership.

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

4.8 Quorum Of Directors. A quorum at a Board meeting exists only when a majority of all Directors are present in person. 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 other similar communicative arrangement whereby all persons present at the meeting site can hear and speak to all other persons, and participation by this means is deemed equivalent to presence in person at a meeting.

4.9 Adjourned Meetings. The majority of the Directors present at any meeting of the Board, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a later time. When the meeting is reconvened, provided a quorum is then present, any business that might have been transacted at the meeting originally called may be transacted without further notice.

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

4.11 Vote Required. The acts approved by a majority of the Directors present and voting at a Board 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 law. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in electing officers. A Director who is present at a meeting of the Board shall be deemed to have voted in favor of the point of view that prevails on any question, unless he voted against such action or abstained from voting because of an asserted conflict of interest, which must be noted in the minutes.

4.12 Directors' Fees and Reimbursement Of Expenses. No compensation or fees shall be paid to Directors for their service as Directors. Directors may be reimbursed for out-of-pocket expenses related to the proper discharge of their respective duties.

4.13 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. The meetings of committees, including any body vested with the power to approve or disapprove architectural decisions with respect to a specific parcel of residential property owned by a member of the Association, must be conducted with the same formalities as required for meetings of the Board.

4.14 Emergency Powers. In the event of an "emergency" as defined in Section 4.14(G) below, the Board of Directors may exercise the following emergency powers, and any other emergency powers authorized by Section 617.0207, Florida Statutes (1998), as amended from time to time.

- (A) The Board may name as assistant officers persons who are not Directors, which assistant officers shall have the same authority as the executive officers to whom they are assistant during the period of the emergency, to accommodate the incapacity of any officer of the Association.
- (B) The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.
- (C) During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The Director or Directors in attendance at such a meeting shall constitute a quorum.

- (D) Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Association shall bind the Association and shall have the rebuttable presumption of being reasonable and necessary.
- (E) Any officer, Director, or employee of the Association, acting with a reasonable belief that his actions are lawful in accordance with these emergency Bylaws, shall incur no liability for doing so, except in the case of willful misconduct.
- (F) These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.
- (G) For purposes of this Section 4.14, an "emergency" exists only while the Neighborhood, or the immediate geographic area in which the Neighborhood is located, is subjected to:
 - (1) a state of emergency declared by law enforcement authorities;
 - (2) a hurricane warning;
 - (3) a partial or complete evacuation order;
 - (4) designated by federal or state government as a "disaster area;" or
 - (5) a catastrophic occurrence, whether natural or man-made, which seriously damages or threatens serious damage to the Neighborhood, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or acts of terrorism.

5. **OFFICERS.** Officers are elected by a majority of the Board at its first meeting after every election, and serve at the pleasure of the Board. The executive officers of the Association shall be a President, a Vice-President, a Treasurer, and a Secretary, all of whom must be Directors, and shall be elected annually by the Board of Directors. Any officer may be removed from office, with cause, by a majority of the Directors at any meeting where such action is identified in the Agenda. Any person, except the President, may hold two or more offices. The Board of Directors may, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association. If the Board so determines, there may be more than one Vice-President.

5.1 **President.** The President shall be the chief executive officer of the Association; he shall preside at all meetings of the members and Directors, shall be *an ex-officio* member of all standing committees, shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect. He shall execute bonds, mortgages and other contracts requiring 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.

5.2 **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 prescribe.

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

5.4 **Treasurer.** The Treasurer is responsible for the safekeeping of Association funds and assets, budget preparation, and the keeping of full and accurate accounts of receipts and disbursements in books belonging to the Association. The Treasurer shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He shall disburse the funds of the Association, making proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Association. Any of the foregoing duties may be performed by an Assistant Treasurer, if one has been designated.

5.5 **Compensation Of Officers.** No compensation shall be paid to any member for services as an officer of the Association.

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 accounts designated from time to time by the Board. The Board shall exercise due care to preserve the principal in such accounts. 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 and Accounting Procedures.** The financial and accounting records of the Association must be kept according to generally accepted accounting principals, and kept for a period of at least seven (7) years. The financial and accounting records must include:

- (A) Accurate, itemized, and detailed records of all receipts and expenditures.
- (B) A current account and a period statement of the account for each member, designating the name and current address of each member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the member, the date and amount of each payment on the account, and the balance due.
- (C) All tax returns, financial statements, and financial reports of the Association.

(D) Any other records that identify, measure, record or communicate financial information.

6.3 **Budget.** The Board of Directors shall adopt prior to the end of each fiscal year, a budget of common expenses for the next fiscal year. A copy of the proposed budget and a notice stating the time, date and place of the meeting of the Board at which the budget will be considered shall be mailed to or served on each Owner not less than fourteen (14) days prior to that meeting. The proposed budget shall be detailed and show the amounts budgeted by accounts and expense classifications, as well as the actual expenses in the previous fiscal year for the same accounts and expense classifications.

6.4 **Reserves.** The Board may establish in the annual budget one or more reserve accounts for cash flow shortfalls, capital expenditures, and deferred maintenance. The purpose of reserves is to provide financial stability and to avoid the need for special assessments on a frequent basis. The amounts proposed to be so reserved shall be shown in the proposed annual budget. These funds may be transferred between reserve accounts as necessary, upon majority vote of the Board of Directors. Transferred monies shall be returned to the original account as soon as practicable.

6.5 **Regular Assessments.** Regular assessments based on the adopted budget shall be paid quarterly, in advance, due on the first day of each quarter. Written notice of each installment shall be sent to members at least ten (10) days prior to the due date, but failure to send or receive the notice does not excuse the obligation to pay. In its discretion, the Board may require payment in semi-annual or annual installments instead.

6.6 **Special Assessments.** Special assessments may be imposed by four-fifths (4/5) of the Board of Directors to meet unusual, unexpected, unbudgeted, or non-recurring expenses, or for such other purposes as are authorized by the Declaration and these Bylaws. Special assessments are due on the day specified in the resolution of the Board approving the assessment. The notice to owners that a special assessment has been adopted must state the specific purpose(s) of the assessment, and the funds collected must be spent for the stated purpose(s) or credited back to the members' accounts. No special assessment exceeding in the aggregate twenty percent (20%) of the annual budget including reserves may be levied in any calendar year without the prior approval of a majority of the voting interests of the Association present, in person or by proxy, at a meeting called for the purpose. The funds collected must be spent for the stated purpose(s). However, upon completion of the stated purpose(s), any excess funds will be considered common surplus.

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

6.8 Financial Reports. The owners shall be provided with annual financial reports in accordance with the Section 720.303(7), as amended. Such financial reports shall include a report of cash receipts and expenditures and show in reasonable detail the financial condition of the Association as of the close of its fiscal year.

6.9 Audit. 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 Board of Directors, shall be made by a certified public accountant, and a copy of the audit report shall be available to all Owners.

6.10 Application Of Payments. All payments on account by an Owner shall be applied first to interest, then to late payment fees, then to attorney's fees and costs, then to other charges, and finally to unpaid regular and special assessments in order they first came due.

6.11 Fiscal Year. The fiscal year of the Association begins on the first day of January of each year.

7. RULES AND REGULATIONS; USE RESTRICTIONS. The Board of Directors may from time to time adopt and amend reasonable rules and regulations (if any) governing the operation, use, maintenance, management and control of the Association Common Areas and the operation of the Association. Copies of such rules and regulations shall be furnished to each Owner. The Board shall have the power to impose fines and suspensions of common area use privileges, as further provided in Section 12.4 of the Declaration (Entitled "Fines"), for violations of the rules and regulations.

8. AMENDMENT OF BYLAWS. Except as otherwise provided by law, amendments to these Bylaws shall be proposed and adopted in the following manner.

8.1 Proposal. Amendments may be proposed by a majority of the Board or by written petition to the Board signed by at least one-fourth (1/4) of the voting interests of the members.

8.2 Procedure. If any amendment to these Bylaws is so proposed by the Board or the members, the proposed amendment shall be submitted to a vote of the members not later than the next annual meeting for which proper notice can be reasonably given. The full text of any proposed amendment must be given to the members with notice of the meeting.

8.3 Vote Required. Except as otherwise provided by law, or by specific provision of the governing documents, a proposed amendment to these Bylaws shall be adopted if it is approved by at least a majority of the voting interests of the Association present in person or by proxy and voting at any annual or special meeting called for the purpose. Alternatively, amendment to the Bylaws may be approved by written consent in accordance with Section 3.12 of the Association's Bylaws.

8.4 **Effective Date, Recording.** A copy of each adopted amendment shall be attached to a certificate attesting that the amendment was duly adopted, which certificate shall be signed by the President or Vice President of the Association. The certificate must identify the book and page of the Official Records where the Declaration of Covenants was originally recorded. The amendment shall become effective when the certificate and copy of the amendment are recorded in the Official Records of Collier County, Florida.

8.5 **Declarant Amendments.** Notwithstanding the forgoing, during the period that the Declarant controls the Association, the Declarant shall have the authority to amend these Bylaws without the approval of any other member and no amendment to these Bylaws shall be effective without the Declarant's written consent so long as the Declarant owns any Lots in the Properties that are for sale in the ordinary course of business. The Developer may not cause any such amendments that will change the date that Turnover will occur.

9. **MISCELLANEOUS.**

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

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

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

Prepared by and after
recording return to:
Glenn J. Ballenger, Esq.
Ballenger Law Firm, P.A.
826 Anchor Rode Drive
Naples, FL 34103

(The space above this line is reserved for recording information.)

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, President of Briarwood Development Corporation, the Developer of Bella Lago and Sereno at Briarwood and Declarant of the Declaration of Covenants, Conditions and Restrictions for Bella Lago and Sereno at Briarwood recorded at O.R. Book 3808 at Page 2486 *et seq.*, in the Public Records of Collier County, Florida, and as acting President of Bella Lago and Sereno at Briarwood Homeowners' Association, Inc., does hereby certify that the following resolution approving the attached amendments to the Bylaws of Bella Lago and Sereno at Briarwood Homeowners' Association, Inc., a Florida corporation not-for-profit, and recorded as Exhibit "D" to the Declaration of Covenants, Conditions and Restrictions for Bella Lago and Sereno at Briarwood was approved by the Declarant and Bella Lago and Sereno at Briarwood Homeowners' Association, Inc.

RESOLVED: That the Bylaws of Bella Lago and Sereno at Briarwood Homeowners' Association, Inc. are hereby amended and are adopted in the form attached hereto and made a part hereof.

4-21-14
Date

Tracy Meltzer
Signature of Witness
Tracy Meltzer
Print name of Witness

Amanda Olson
Signature of Witness
Amanda Olson
Print name of Witness

Briarwood Development Corporation
By: William Spinelli, President
335 Skelly Road
Naples, Florida 34104

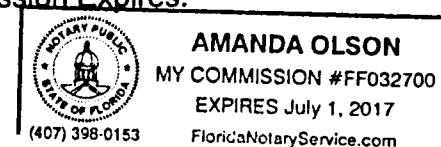
(SEAL)

STATE OF FLORIDA
COUNTY OF COLLIER

I hereby certify that on this 21 day of April, 2014, personally appeared before me William Spinelli, as President of Briarwood Development Corporation, a Florida corporation, who executed the foregoing certificate in the name of, and on behalf of, said corporation. He (choose one) is personally known to me or has produced _____ for identification and did not take an oath.

Amanda Olson
Signature of Notary Public

Print name of Notary (SEAL)
My Commission Expires:



4-21-14

Date

Tracy Nett

Signature of Witness

Tracy Nett

Print name of Witness

Amanda Olson

Signature of Witness

Amanda Olson

Print name of Witness

Bella Lago and Sereno at
Briarwood Homeowners' Association, Inc.

By:

William Spinelli, President

335 Skelly Road

Naples, Florida 34104

(SEAL)

STATE OF FLORIDA
COUNTY OF COLLIER

I hereby certify that on this 21 day of April, 2014, personally appeared before me William Spinelli, as President of Bella Lago and Sereno at Briarwood Homeowners' Association, Inc., a Florida corporation not for profit, who executed the foregoing certificate in the name of, and on behalf of, said corporation. He (choose one) is personally known to me or has produced _____ for identification and did not take an oath.

Amanda Olson
Signature of Notary Public

Print name of Notary (SEAL)

My Commission Expires:



AMANDA OLSON

MY COMMISSION #FF032700

EXPIRES July 1, 2017

FloridaNotaryService.com

AMENDMENTS TO THE BYLAWS OF BELLA LAGO AND SERENO HOMEOWNERS' ASSOCIATION, INC.

Note: New language is underlined; language being deleted is shown in ~~struck through~~ type

Section 3.4 of the Bylaws of BELLA LAGO AND SERENO HOMEOWNERS' ASSOCIATION, INC. shall be amended as follows:

3.4 Notice Of Meetings. Notice of meetings of the members, stating the time, date and place of the meeting must be mailed to the Owner(s) of each Lot at the address that appears on the books of the Association, ~~or may be provided by personal delivery, by broadcast notice or by electronic transmission.~~ The member bears the responsibility for notifying the Association of any change of address, ~~including addresses for electronic transmission. If made by electronic transmission, such notice shall be deemed mailed to the member at the electronic address provided to the Association by the member.~~ The notice must be mailed or delivered at least fourteen (14) days before the date of the meeting. Unless the law or the governing documents expressly require otherwise, notice of an annual meeting, or special meeting, must include a description of the purpose or purposes for which the meeting is called.

Section 4.6 of the Bylaws of BELLA LAGO AND SERENO HOMEOWNERS' ASSOCIATION, INC. shall be amended as follows:

4.6 Board Meetings. A meeting of the Board of Directors occurs whenever a quorum of the Board gathers to conduct Association business. All meetings of the Board must be open to all members, except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege. Notices of all Board meetings must be posted in a conspicuous place at least forty-eight (48) hours in advance of every meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place, notice of each Board meeting must be mailed or delivered to each member at least seven (7) days before the meeting, except in an emergency. ~~Notice of meetings of the Board may also be given by broadcast notice or by electronic transmission (to an electronic address provided by the Association member) and shall include information which may otherwise be required to accompany such notice.~~ An assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessment. Any Owner may tape-record or videotape meetings of the Board of Directors and meetings of the members. The Board of Directors may adopt reasonable rules governing the taping of meetings of the Board and the membership.