DOCUMENT PACKET

HOA Documents

Gulf Harbour Yacht and Country Club Master Association

11640 Court of Palms #103, Fort Myers, FL 33908

WHAT IS INSIDE

6	Documents
69	Pages of documents
Yes	Text searchable, every page including the scans

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Prepared October 30, 2026

Assembled from the associations' own governing documents and budgets.
Please confirm anything you intend to rely on during your inspection period.

HOA Documents

Gulf Harbour Yacht and Country Club Master Association

11640 Court of Palms #103, Fort Myers, FL 33908

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GULF HARBOUR MASTER ASSOCIATION

RULES AND REGULATIONS

Effective April 1, 2020

Following are Rules and Regulations for the Gulf Harbour Master Association (hereafter "Master Association") as updated by the Board of Directors. These Rules and Regulations are intended to supplement, not replace, the Gulf Harbour Master Covenants (hereafter "Covenants"), Articles of Incorporation, and Bylaws regarding use, maintenance, management, and control of Gulf Harbour common areas.

1. Annual Assessments

Annual assessment invoices for Master Association dues shall be mailed to all owners at least 20 days before the end of each calendar year and shall be due and payable in full by January 1 of each calendar year. After 30 days, late fees and interest will be assessed on any unpaid annual dues. It is the responsibility of all owners to keep the Master Association Management Company (hereafter "Management Company") apprised of their current address. Failure to receive any notice given by the Master Association shall not excuse any owner from the payment of any assessment when due. Any owner who is delinquent in assessments to the Master Association will have their vehicle transponder deactivated, guest list deleted, and access to the Master Association website suspended until payment is received in full.

2. Delivery Trucks, Lawncare, and Construction Company Hours

Delivery and Construction Hours are restricted as follows:

- 7:00 AM to 6:00 PM Monday through Friday
- 8:00 AM to 4:00 PM on Saturdays
- No deliveries, lawncare company work, or construction activities are permitted on Sundays, New Year's Day, Memorial Day, Independence Day (July 4th), Labor Day, Thanksgiving Day, or Christmas Day (excludes personal delivery, catering, and courier services such as flowers, gifts, food, mail, and packages under 50 lbs)
- The Management Company and Gatehouse Security will control any needed exceptions to this rule.

- The Country Club Facility, the Marina Operations Facility, and the Golf Course Maintenance Facility are exempt due to the nature of their operations and because access to those facilities are not passing through any neighborhood.

3. Use Restrictions

No property owner, their guests, or their tenants may violate use restrictions outlined in the Covenants for maximum occupancy. They also may not violate use restrictions for garages, lots/lot structures, motor vehicles/boats, moving storage containers, window coverings, and landscaping. It is also expected that property owners and their tenants will supervise minors so that they do not become a nuisance to others within Gulf Harbour.

Garage or Yard sales are not permitted within Gulf Harbour. Estate Sales or Auctions that are properly approved by the Master Association or its agent and that occur within the confines of a residence are permitted within reason as long as they do not create security or parking issues.

4. Guest, Realtor, and Vendor Access

If an owner expects to have non-resident guests or a vendor come to their home, the owner must either have the guest name(s) on their permanent guest list or the owner must call the pre-call system and specify the guest(s) that are allowed access to their property. Non-resident guests and vendors arriving by motor vehicle must have a valid driver's license. Pedestrians and cyclists must have a valid driver's license or other appropriate identification (ID).

Non-resident realtors may access Gulf Harbour in conjunction with their real estate business by showing a drivers license, a realtor business card, and letting the Gulf Harbour Gate Access and Control person at the guard house know what address the realtor intends to visit.

Non-resident guests and property owners arriving by taxi or limousine are required to show valid ID (e.g. Driver’s License). All guests, non-resident realtors, and vendors must use the inside guest lane upon arrival at Gulf Harbour guard houses.

5. Motorized Vehicles

Any member, family member, or guest may operate a motorized vehicle (i.e. cars, trucks, golf carts, motorized scooters, etc.) on Master Association property as long as the driver is at least 16 years of age, has a valid driver's license, and has proof of vehicle insurance. All Florida rules of the road must be followed when driving motor vehicles within Gulf Harbour.

All property owner golf carts and other off road vehicles, such as personal All Terrain Vehicles (ATVs) that are intended to be used within Gulf Harbour common areas, all Gulf Harbour Communities, the Gulf Harbour Yacht and Country Club including the golf course, and the Gulf Harbour Marina must be registered with the Gulf Harbour Master Association. The Gulf Harbour Gate Access and Community Patrol Committee is responsible for establishing a golf cart/ATV registration process including a unique rear bumper marking and registration fees. The Gate Access and Community Patrol Committee will manage golf cart and other off road vehicle registration and markings. This rule does not apply to golf carts and ATVs used by the Gulf Harbour Master Association, the Gulf Harbour Yacht and Country Club, the Gulf Harbour Marina, or Gulf Harbour communities provided they are marked on the rear bumper with markings that identify them as belonging to a Gulf Harbour association, club, or community.

All golfers with Golf Carts should refrain from using pedestrian and bicycle pathways, if at all possible, especially if a golf cart path is available in that area and the golf cart driver is playing golf at the time. When use of a Gulf Harbour road is necessary, ATVs, and Golf Carts utilized for other than golf activities should be driven in the same direction as vehicle traffic and comply with all rules that apply to vehicles.

6. Open Houses and Estate Sales

Open Houses are limited to Saturday and Sunday from 1 to 5 P.M. Non-residents wishing to view an Open House will be allowed access to Gulf Harbour during those times and given a visitor pass, provided they have a valid driver's license if arriving by motor vehicle. Pedestrians and cyclists must have a valid driver's license or other appropriate ID.

Estate Sales at individual residences must be approved in advance by the appropriate Gulf Harbour community and the Master Association. Once approved, estate sales may only be held from 9 A.M. to 4 P.M. on Friday, Saturday, and Sunday. Non-residents wishing to attend an Estate

Sale, provided they have a specific address for the Estate Sale, will be allowed access to Gulf Harbour during those times and given a visitor pass.

Each Estate Sale application must be reviewed by the Master Association after the community Home Owner's or Condo Association has approved a request by a resident or their representative to hold an Estate Sale. The Master Association and/or the Master Association Management Company will establish an Estate Sale application form and approval process. Estate Sale applications must be submitted to the Master Association or its Management Company for approval not less than 10 business days in advance of the planned sale.

No third party furnishings, equipment or possessions may be transported into Gulf Harbour for inclusion at a scheduled and approved Estate Sale. A parking attendant is required on the street to ensure that driveways and mail boxes are not blocked and that people do not park on lawns. The attendant must also ensure that Estate Sale attendees park on only one side of the street. Gate access code information is not to be given out in advance to Estate Sale attendees.
Note: An Auction held within the confines of a residence, i.e. not outside or in the yard, will be handled in the same manner as an Estate Sale.

7. Pets

Pets are to be kept on a leash at all times when the pet is outside on common areas. Pet owners are also to pick up after their pets in all outdoor areas of Gulf Harbour. This includes the pet owner's property and all of property within Gulf Harbour. This follows a Lee County ordinance. Property owners should ensure that their pets do not become a nuisance to their neighbors by controlling excessive noise.

8. Press and Reporters

Press and/or Reporters shall not be allowed within Gulf Harbour without the expressed prior approval of an Officer of the Gulf Harbour Master Association Board.

9. Realtor and Estate Sale Signs

Realtor and Estate Sale Signs within Gulf Harbour shall be a generic, uniform black and gold sign. Signs for an Open House or Estate Sale shall also be a uniform sign which says “Open House” or "Estate Sale" with arrows for direction to the Open House or Estate Sale.

Signage for Open Houses and Estate Sales must be pre-approved by the Gulf Harbour Master Association Architectural Review Board (ARB). Signage may be placed within Gulf Harbour 1/2 hour before the beginning of an Open House or Estate Sale and must be removed within 1/2 hour after the end of the Open House or Estate Sale each day.

10. Rental of Property

Rental property owners are to inform the Management Company via the Rental Information Form, which is available on the Master Association website, the names of any tenants, the address to be rented, and the period of time those tenants will occupy the owners’ premises. Property owners must email or fax a copy of the Rental Information Form referenced above to the Management Company and pay the required fee so that this information can be entered into Gulf Harbour’s security system to allow renters entry into the development.

Property owners should also check regulations regarding rentals within individual Homeowner or Condo Association's governing documents as those regulations vary from one association to another. All renters must be given a copy of the Master Association Rules & Regulations as part of their lease package by their property management company or the property owner. The lease should include a statement saying that the renter received a copy, read, understands, and agrees to comply with the Master Association Rules and Regulations. All rental forms must be received by the Management Company at least 5 days before the start of the lease.

11. The Architectural Review Board

The Architectural Review Board (ARB) may from time to time approve or disapprove property owner improvement requests. Failure to follow the ARB process or ARB decisions may result in warnings and/or fines by the Gulf Harbour Master Association Board of Directors and enforcement to restore property to its prior condition.

12. Roads and Parking

No parking is allowed on Gulf Harbour Master Associations Roads, specifically Vista River Drive, Westport Drive, Harbour Links Drive, Harbour Yacht Court, Harbour Landings Drive, and Bienvenida Way. These streets are thoroughfares to various locations within Gulf Harbour and thus traffic flow must not be impeded at anytime. Exceptions to this rule are service vehicles and special events approved by the Board of Directors or their agent. Parking is never allowed on both sides of the streets named above and parking under the exceptions listed above is not allowed for more than 4 hours.

Only persons with current disabled parking permits and placards are allowed to park in handicapped parking spaces within Gulf Harbour.

13. Roads and Speed Limits

Drivers must obey posted speed limits and stop signs on all roads within Gulf Harbour and its communities. There are several different speed limits set by the various Gulf Harbour communities that must be obeyed and at no time shall any driver exceed 25 MPH within Gulf Harbour. And per Gulf Harbour Covenants skateboarding is prohibited on common areas, such as roads within Gulf Harbour. Hover boards are not permitted on any roadway in Gulf Harbour. Their use, as well as that of skateboards, must be restricted to private property.

14. Access Control

All owners must have an up-to-date Master Association Permanent Access Form on file with Master Association's Management Company. The completed forms are to be either faxed or mailed to the Management Company. Additional forms are available from the Management Company or on the Master Association website. It is the responsibility of every property owner to keep these forms current. The information on these forms will be entered into the computerized security system to control access to the community.

Transponders can be purchased that activate the access gate in the resident/owner lane at each gatehouse. Transponders are available to: Property Owners, Marina Slip Owners, Renters (must show valid lease), Property Managers, Country Club Managers and their permanent staff, and Country Club members who are not Gulf Harbour property owners. Transponders are not to be given to temporary guests. Transponders, at the discretion of the Gate Access and Control Committee, may be issued annually for a fee to vendors with significant business at Gulf Harbour.

Abuse of Gulf Harbour gatehouse personnel will not be tolerated. Interactions with Gulf Harbour gatehouse personnel are recorded and will be reviewed by the Board and penalties for abusive language or actions will be imposed accordingly. Penalties may include, but not be limited to: a fine, deactivation of the violator's transponder, or the involvement of law enforcement. Issues with gatehouse personnel should be reported to the security company manager or to the Management Company.

15. Driving within Gulf Harbour

Anyone driving a vehicle in Gulf Harbour may be required to provide their Driver's License to obtain access into the Community. Those entering the Community who are not driving a vehicle may be required to show proper ID (i.e. passport, Driver's License, State Issued ID, etc.). Anyone entering Gulf Harbour through the visitor/guest lane at either gatehouse may be required to show a valid driver's license or a valid Gulf Harbour visitor pass regardless of whether they are a guest, visitor, Gulf Harbour owner/resident, renter, or whether or not their vehicle has a transponder for the resident/owner lane.

16. Noise Levels within Gulf Harbour

Noise levels for all properties within Gulf Harbour shall comply with the Multi-Family Dwellings requirements stated in Lee County Ordinance No. 82-32. That ordinance states that it shall be unlawful to, create or permit to be created any noise that exceeds a weighted decibel level (dBA).

For residential (single-family) property*:

- 66 dBA during the hours between 7 A.M. to 10 P.M.
- 60 dBA during the hours between 10 P.M. and 7 A.M.

*measured from a neighbor's dwelling

For multi-family dwelling units**:

- 50 dBA during the hours between 7 A.M. to 10 P.M.
- 45 dBA during the hours between 10 P.M. and 7 A.M.

**measured from a neighbor's dwelling within the multi-family dwelling unit

17. Privacy of Property Owner Contact Information

Gulf Harbour property owners expect and have the right to a certain level of privacy regarding their personal contact information. The purpose of this rule is to deter a property owner from engaging in unwanted contact with another property owner in a manner that could negatively affect property owner's enjoyment and use of the common areas within Gulf Harbour.

All Gulf Harbour property owners shall respect the privacy of contact information of other property owners at all times. That expectation of privacy applies to the use of their property address, email address, texting address, or telephone number that may have been provided to the Gulf Harbour Master Association. Property owner contact information may be provided, with property owner permission, on Gulf Harbour websites or in published Gulf Harbour directories. The websites and directories are provided as a service and convenience to property owners for information and for social uses via owner-to-owner communications.

Property owner personal contact information provided on the various Gulf Harbour websites and directories shall not be used for commercial/business, political, or personal solicitation. Additionally, that personal contact information may not be used for sending anonymous communications to property owners unknown to the sender (similar to spam) or for promotion of personal agendas, causes, or business matters. This rule does not apply to communications from the Gulf Harbour Master Association, its Board of Directors, the Management Company, Gulf Harbour community associations and, the Gulf Harbour Yacht & Country Club, Gulf Harbour clubs, or management companies associated with Gulf Harbour associations and clubs. Property owner personal contact is not intended to be limited by this rule.

Any property owner found using, providing, harvesting, supporting the harvesting, creating mass marketing distribution lists, or facilitating the provision of property contact information contained in Gulf Harbour documents or websites without the prior consent of the property owners or the Gulf Harbour Board of Directors shall be in violation of these Rules and Regulations and subject to a fine <u>for each</u> property owner address, email address, texting address, or telephone number used in such activities.

18. Damage to Common Areas

Property Owners are responsible for damage to common areas they have been found to cause. Property owners are also responsible for any and all damage to common areas caused by their guests and tenants.

19.Legal Fees

All legal fees and/or costs incurred by the Association to enforce rules and regulations violations or collect fines will be the responsibility of the property owner.

20. Informing Guests and Tenants of Master Association Rules and Regulations

It is each property owner's sole responsibility to inform their guests and tenants of all Master Association Rules and Regulations.

21. Use of Drones

Drone use within Gulf Harbour must comply with Florida State laws and regulations. Private use of drones must be confined to an owner's property. Anyone wishing to use a drone for commercial purposes over any of the Gulf Harbour properties must be pre-registered and receive a drone operating permit from the Gulf Harbour Property Management Company. The permitted drone operators must then report in advance of intended drone operations in Gulf Harbour to the Gulf Harbour Property Management for each day and time period of intended use. Registrants must provide proof of insurance covering loss or damage relating to unmanned aircraft flights prior to flight day and time. The Gulf Harbour Property Management Company will establish procedures to register and permit qualified commercial drone operators and log intended days and hours of planned drone flights. Private and commercial drones shall not be used for unauthorized surveillance or filming of any property within Gulf Harbour. Violations of this rule by property owners or their vendor/agents is subject to property owner fines. Commercial drone operators found operating a drone in violation of this rule are also subject to losing their Gulf Harbour drone operation registration and permit.

22. Reporting Violations of Rules and Regulations

Anyone wishing to report an alleged violation of the Master Association governing documents, i.e. Covenants, Articles of Incorporation, Bylaws, or

Rules and Regulations may do so by contacting the Management Company. Violations should be reported in writing with specifics such as name of property owner believed in violation of Master Association governing document and what governing document violation they believe has occurred.

23. Warnings, Fines, and Suspensions

Warnings, fines, and suspensions as authorized in Section 8 of the Gulf Harbour Master Association Bylaws for violations of Chapter 720, Florida Statutes, the provisions of the governing documents, and these Rules and Regulations are advisory for the Board of Directors as follows:

SCHEDULE OF NOTICES AND FINES

First Offense:

Warning Letter

Unless the offense is considered egregious by the Board of Directors, said Board may elect to directly impose a fine or suspension and forego the warning letter step. A fine of $250.00 will be imposed upon the first offense of parking in a marked handicap space, as this is considered an egregious offense by the Master Association Board of Directors. Such a fine will not come under consideration with the Fining Committee.

Second Offense:

(A) Traffic Violations

Following a first offense letter, a second violation will automatically carry a 30-day suspension of the vehicle transponder. Traffic violations will be subject to any other action deemed appropriate by the Master Association Board of Directors, including fines.

(B) Fines

If the Master Association Board of Directors is considering a fine for any violation of the governing documents, the matter will be referred to the Fining Committee for review. This committee will establish a hearing with the party sought to be fined by sending a notice to include:

1. A statement of the date, time and place of the hearing.
2. A specific designation of the provisions of Chapter 720, Florida statutes, the governing documents or the Rules and Regulations which are alleged to have been violated.
3. A short statement of the specific facts giving rise to the alleged violation(s).
4. The possible consequences that may ensue, such as fines, suspension of use rights of common areas, facilities, Gulf Harbour website, guest lists associated with the property owner and suspension of the vehicle transponder.

The party against whom the fine may be levied shall have a reasonable opportunity to respond, to present evidence and to provide written and/or oral argument on all issues involved.

If the Fining Committee, by majority vote, approves or does not approve the fine or suspension, the Committee chair shall inform the Master Association Board of Directors in writing of their decision. The Master Association Board of Directors may then impose the appropriate fine or take any other action deemed appropriate to the matter. A formal letter will be sent via certified mail to the property owner documenting the Master Association action and fine, if so imposed.

The property owner shall be the party ultimately responsible for payment of a fine, regardless of whether the fine relates to the conduct by a tenant, family member invitee or guest.

Failure to pay a fine within 30 days will result in suspension of the vehicle transponder, use rights of common areas, facilities, Gulf Harbour website and guest lists associated with the property owner.

The Board of Directors may choose to deviate from the above warnings, fines and suspensions based upon specific governing documents violations.

These Rules & Regulations may be amended at any time by a majority vote of the Master Association Board of Directors.

EACH OWNER SHALL BE RESPONSIBLE FOR THE ACTIONS OF THEIR FAMILY MEMBERS, GUESTS, INVITEES, AND LESSEES.

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

AMENDED AND RESTATED GULF HARBOUR MASTER COVENANTS

KNOW ALL MEN BY THESE PRESENTS that on May 14, 1985 the original River's Edge Master Covenants (n/k/a Gulf Harbour Master Covenants) were recorded in Official Record Book 1783, at Page 3511 *et seq.*, of the Public Records of Lee County, Florida. That Declaration, as it has previously been amended, is hereby further amended and is restated in its entirety.

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

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

1.1 "Assessment" means a homeowner's (as defined in Section 1.22 below) share of the funds required for the payment of common expenses.

1.2 "Articles" and "Bylaws" as used herein, means the Articles of Incorporation and the Bylaws of Gulf Harbour Master Association, Inc., as amended from time to time. A copy of the Amended and Restated Articles of Incorporation and Bylaws are attached hereto as Exhibits "B" and "C" respectively.

1.3 "Association" means Gulf Harbour Master Association, Inc., a Florida corporation not for profit, which is responsible for the maintenance and operation of the Common Areas and amenities in Gulf Harbour.

1.4 "Board" means the Board of Directors responsible for the administration of Gulf Harbour Master Association, Inc.

1.5 "Common Areas" means all real property and all improvements and fixtures thereon owned, leased or the use of which has been granted to the Association for the common use and enjoyment of its members. The Common Areas of the Association include all land described above and subject to this Declaration save and except for the individual Lots or Units and Neighborhood Common Areas. Solely by way of illustration and not by way of limitation the Common Areas include all roads except Limited Private Roads, all lakes, water bodies and retention areas, the surface water and storm water management system, including related easements, as permitted by South Florida Water Management District (SFWMD), sidewalks, bicycle paths, lighting, open green space, and all amenities and easements designed for the common use of members of the Association. The Association is responsible to maintain, repair and replace the Common Areas.

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

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

1.8 "Declaration" means this Declaration of Covenants, Conditions and Restrictions of Gulf Harbour as amended from time to time.

1.9 "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 a person or persons who are not related to some or all of the others.

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

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

1.12 "Gulf Harbour Golf & Country Club" means the golf course, club house, maintenance

barn, fitness center, swimming pool, tennis courts, parking lots, the original pro-shop, the island and all other related and associated facilities within Gulf Harbour none of which however are Common Area of Gulf Harbour.

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

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

1.15 "Lease" means the grant by a residential owner of a temporary right of use of the owner's home for valuable consideration.

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

1.17 "The Marina at Gulf Harbour" means the marina and docking facility within Gulf Harbour including but not limited to the boat slips, the individual docks, the fuel dock, the dock, the café, the ship's store, the seawall, the walkways along the seawall and associated parking facilities none of which are Common Area of Gulf Harbour.

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

1.19 "Neighborhood", or "Neighborhood Association" means the various homeowner and condominium associations within Gulf Harbour.

1.20 "Neighborhood Common Area" means any and all real property (or interest therein) located within Gulf Harbour that has been specifically set aside for the common use and enjoyment only of owners of property in a particular Neighborhood. Common Area includes Neighborhood Common Area.

1.21 "Occupy" when used in connection with a home, means the act of staying overnight in a

home. **"Occupant"** is a person who occupies a home.

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

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

1.24 "Property", "Properties" or "Community" means all the real property that is subject to this Declaration.

1.25 "Private Roads" means those roads which are part of the Common Area within Gulf Harbour and which are available for the common use and enjoyment of all owners of Lots or Units in Gulf Harbour.

1.26 "Limited Private Roads" means those roads which are common only to a certain limited area of Gulf Harbour whether or not the roads are also Neighborhood Common Area and that are generally available only for the common use and enjoyment of the owners of property lying within such limited area or for members of a particular Neighborhood Association. Limited Private Roads that are Neighborhood Common Area shall be maintained, repaired and replaced by the Neighborhood Association at its sole expense. Limited Private Roads that are not Neighborhood Common Area shall be maintained by the Master Association but the cost shall be an individual expense of the owners in the benefited limited area as determined by the Board of Directors. The Limited Private Roads shall be specifically identified upon the completion of a survey of the Community. The Board is authorized without further approval of the Members to attach the survey to the Declaration as an Exhibit upon completion.

1.27 "Privacy Patrol" means the authority designated by the Association for the purpose of operating the access gates and controlling access to Gulf Harbour.

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

1.29 "Voting Interests" means the total number of possible votes in the Association which is equal to the total number of residential Lots and Units in Gulf Harbour.

2. ASSOCIATION.

2.1 **Purpose**. The purpose of the Association shall be to hold title, operate, maintain and repair the Common Area, including, but not limited to roadways, retention areas, the surface water management system and any improvements thereon, and medians in the streets within the Properties designated by the Board of Directors; to pay costs incident to these responsibilities and the costs of street lighting for the Common Area, to contract with bulk service providers and to take such other action as the Association is authorized to take as provided by law and herein.

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

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

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

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

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

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

2.8 **Powers and Duties.** The powers and duties of the Association include those set forth in Chapter 617, the Florida Corporation Not for Profit Statute, and Chapter 720, the Florida Homeowner Association Statute, and in the governing documents. The Association may contract, sue or be sued with respect to the exercise or non-exercise of its powers and duties. For these purposes, the powers of the Association include, but are not limited to, the maintenance, management, and operation of the Common Areas and the authority to levy assessments to pay expenses as more fully provided herein below. The Association has the power to enter into

agreements to acquire leaseholds, memberships and other ownership, possessory, easement or use interests in lands or facilities for the use and enjoyment of the owners.

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

2.10 Purchase of Lot or Unit. The Association has the power to purchase a Lot or Unit in Gulf Harbour in connection with the foreclosure of an Association lien and to hold, lease, mortgage, encumber or convey any such Lot or Unit, such power to be exercised by the Board of Directors without prior approval of the members. In all other cases approval of the members is required as provided in Section 2.11 below.

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

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

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

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

3. ASSESSMENTS and CAPITAL CONTRIBUTION . The provisions of this section shall

govern assessments payable by all owners of Lot or Units, for the common expenses of the Association and individual assessments for costs and charges directly attributable to one or less than all of the Lots or Units.

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

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

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

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

Assessments and charges shall be established and collected as provided herein and elsewhere in the governing documents. The owner of each Lot or Unit, regardless of how title was acquired, is liable for all assessments or installments thereon coming due while he is the owner. Multiple owners are jointly and severally liable. Except as provided in Section 3.11 below, whenever title to a Lot or Unit is transferred for any reason, the transferee is jointly and severally liable with the transferor for all unpaid assessments and charges against the transferor, regardless of when incurred, without prejudice to any right the transferee may have to recover from the transferor any amounts paid by the transferee. No owner may waive or otherwise escape liability for the assessments and charges provided for herein by waiver or non-use of the Common Areas, by abandonment, or otherwise. Except as provided elsewhere in the governing documents as to Institutional Mortgagees, no owner may be excused from the payment of assessments unless all owners are similarly excused. Assessments and other funds collected by or on behalf of the Association become the property of the Association. No Lot or Unit owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his Lot or Unit. No owner can withdraw or receive distribution of his prior payments to the common surplus or Association reserves, except as otherwise provided herein or by law.

3.2 Purposes of Assessments. The assessments levied by the Association shall be used for the purposes of promoting the general welfare of the Lot or Unit owners and residents of Gulf Harbour; to operate, maintain, repair, improve, construct, and preserve (on a non-profit basis) the Common Areas for the benefit of its members, their guests, tenants and invitees; and to perform all other duties and responsibilities of the Association as provided in the governing documents. Common expenses shall include but not be limited to the funds necessary to:

(A) pay all operating expenses of the Association;

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

(C) pay for capital improvements;

(D) pay all expenses required for the operation, management, repair, maintenance, improvement and replacement of the Common Areas;

(E) pay all utility charges incurred in connection with the operation of the Association and the Common Areas;

(F) pay for insurance as required elsewhere herein;

(G) pay for providing gate and privacy patrol services;

(H) pay for bulk service contracts;

(I) pay for any and all services deemed necessary by the Board of Directors;

(J) pay for any other expense deemed necessary by the Board of Directors.

3.3 Share of Annual and Special Assessments. The owners of each Lot or Unit shall collectively be liable for one pro rata share of the annual and special assessments levied by the Association for common expenses of the Association. The pro rata share shall be determined by means of a fraction the numerator of which shall be one (1) and the denominator of which shall be the total of number of Lots, Units or parcels in Gulf Harbour. By way of example only, if there are 1,500 total Lots and Units in Gulf Harbour the owner(s) of a particular Lot or Unit shall be liable for $1/1{,}500^{th}$ of the annual assessment and special assessment if any.

3.4 Individual Assessments. The Master Association may levy assessments against one or less than all Lot or Unit owners for charges, costs or expenses that in the discretion of the Board of Directors are directly attributable to said owner(s) and/or to owners in a defined geographic area or Neighborhood within Gulf Harbour. If an owner, group of owners or Neighborhood Association within Gulf Harbour fail to fulfill their obligation to maintain, repair or replace a defined geographic area or Neighborhood within Gulf Harbour for which they are responsible the Master Association has the right, but not the obligation, to perform the work and charge the cost thereof as an individual assessment as provided herein. Individual assessments shall be secured by a lien and collected in the same manner as annual and special assessments.

3.5 Initial and Resale Capital Contribution. The Master Association shall require the initial purchaser of each Lot or Unit and all subsequent purchasers thereof, at the time of closing the conveyance from seller to purchaser, to pay the Master Association an initial or resale capital

contribution as the case may be. The amount of the initial and resale capital contribution shall be twenty-five (25%) of the current year's annual assessment. Further, the applicable amount of the initial and resale capital contribution shall be the amount in effect when the bona fide purchase contract is fully executed and no change in the resale capital contribution shall apply to bona fide purchase contracts entered into before such change. The funds derived from initial and resale capital contributions shall be used at the sole discretion of the Master Association for the exclusive purpose of capital improvements and deferred maintenance reserves. The initial and resale capital contributions, together with interest, costs and reasonable attorney's fees, shall be the personal obligation of the purchaser of the Lot or Unit and shall be secured by a continuing lien upon the Lot or Unit. Said lien may be foreclosed in the same manner as provided herein for an assessment lien. For purposes of this Section, the term "conveyance" shall mean the transfer of record legal title to a Lot or Unit by deed or other authorized means of conveyance, with or without valuable consideration, and shall also refer to a transfer of possession and beneficial ownership by means of an agreement for deed. It does not refer to a transfer of title resulting from foreclosure of a lien, or death of the transferee, nor to a transfer of title to the transferor's spouse or family members without changing occupancy, solely for estate planning or tax reasons.

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

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

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

to the lien of the Association, regardless of when the lease was executed.

3.9 Application of Payments; Failure to Pay; Interest. Assessments, charges and installments thereon paid on or before thirty (30) days after the date due shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law, calculated from the date due until paid. In addition to interest the Association may also charge an administrative late payment fee in an amount not to exceed the maximum amount allowed by law. Assessments, charges and installments thereon shall become due, and the Lot or Unit owner shall become liable for said assessments or installments, on the date established in the Bylaws or otherwise set by the Board of Directors for payment. All payments on account shall be applied first to interest, late payment fees, fines, costs and attorney fees, and then to the oldest outstanding unpaid delinquent charges or assessments. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment. No payment by check is deemed received until the check has cleared.

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

3.11 Certificate as to Assessment/ Mortgagee Questionnaire. Within fifteen (15) days after request by a Lot or Unit owner or mortgagee, the Association shall provide a certificate (sometimes referred to as an "estoppel letter") stating whether all assessments and other monies owed to the Association by the Lot or Unit owner with respect to the Lot or Unit have been paid. The Association may charge a fee not to exceed the maximum amount allowed by law to issue the estoppel letter. The Association may also charge a fee not to exceed the maximum amount allowed by law plus attorney's fees if any to complete a mortgagee questionnaire. The Association is not obligated to respond to mortgagee questionnaires.

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

foreclosure, may be excused from the payment of any assessments coming due during the period of his ownership.

4. EASEMENTS AND COMMON AREAS. The following easements are hereby granted to and/or reserved by the Association for itself and its successors and assigns. Said easements are perpetual.

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

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

4.3 Appurtenant Easements. Subject to the restrictions found elsewhere in this Section 4, the owner of each Lot or Unit, their guests, lessees and invitees, shall have as an appurtenance to their Lot or Unit a perpetual nonexclusive easement for ingress and egress over, across and through the Common Areas, for the use and enjoyment of all recreational facilities, such use and enjoyment to be shared in common with the other owners of Lot or Units, their guests, lessees and invitees, subject to the provisions of this Declaration.

4.4 Interior Roadway Easements. The Association has an easement on, over and under the right of way of all private, public and limited private roads, sidewalks and pathways in Gulf Harbour for ingress and egress and for the erection, construction, maintenance and use of electric power and telephone poles, all utilities, wires, cables, conduits, water mains, sewers, irrigation and drainage lines, ditches and swales, underdrains, and any other equipment or appurtenances pertaining to the installation, maintenance, transmission or use of electricity, telephone, television signal transmission, including cable, wireless and satellite transmissions of all types, gas, street lighting, and all other utilities or conveniences. The Association shall have the right to establish traffic and parking regulations and to enforce such regulation by all means lawful for such enforcement on drives and roadways. The Association may install speed bumps and other traffic calming or control devices as it sees fit.

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

Board of Directors, has the authority to grant additional such easements, and to modify, move or vacate such existing easements as may be necessary to efficiently and effectively provide utility and other services to the Lots or Units, and Common Areas.

4.6 Buffer Areas, Open Space, Drainage and Storm and Surface Water Management Systems and Easements. The buffer areas and open space are Common Areas. The maintenance, operation and preservation of the buffer areas and open space are the responsibility of the Master Association. The Master Association shall also be responsible to maintain and operate the drainage and storm and surface water management systems within the Common Area, including but not limited to the utilities and water and sewer system aspects thereof. The Master Association shall own, operate, and maintain the water management system as permitted by the South Florida Water Management District, including without limitation, all lakes, retention areas, culverts, and related appurtenances. The Association, and the Owners as beneficiaries of the water management system, is hereby provided the right to legally enforce the warranties, covenants, and assurances provided herein. The water management system, including all water management and drainage aspects of all easements and rights of way, as well as any other covenants creating obligations of performance with respect to the drainage systems, will be continuously maintained. The Association shall have an easement on, over and under all property lying within twenty (20') feet of the normal water line of all lakes, ponds and retention areas and within ten (10') feet of the top of the bank of all canals, swales and ditches serving as part of the water management system for access to and maintenance of all portions thereof and for installation and maintenance of drainage control devices and apparatus. The maintenance of the foregoing areas is integral to maintaining and enhancing the property values within Gulf Harbour and therefore the level of maintenance shall be commensurate with that expected in a first class community.

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

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

(A) the right of the Association, in accordance with its Articles and Section 6.10 of the Bylaws, to borrow money for the purpose of improving and/or maintaining the Common Areas and providing the services herein, and, to aid thereof, to mortgage said properties;

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

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

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

4.10 Country Club and Golf Course. A portion of the lands in Gulf Harbour comprise the Gulf Harbour Golf & Country Club (hereinafter the "Country Club") which includes the golf course and facilities related thereto. The Country Club and related facilities are not Common Area. The Country Club and its related facilities are owned and operated independently of all other property and facilities in Gulf Harbour. No property owner shall have any right, title, interest or membership in or to the Country Club other than such membership as he or she may purchase from the owner of the same. Anyone playing golf upon the golf course shall have an easement and license to go upon lands adjacent thereto to retrieve errant golf balls so long as such person does not damage adjacent property while retrieving the golf ball. Any golfer causing damage by his or her errant golf ball or while retrieving it shall be solely responsible for such damage, and the owner of the golf course shall have no responsibility therefore.

Errant Golf Balls. **ALL PERSONS OWNING, OCCUPYING, USING OR ENTERING ON THE GOLF COURSE, OR COMMON AREA OR LOT NEAR OR ADJACENT TO THE GOLF COURSE ARE HEREBY NOTIFIED THAT THERE IS A POSSIBILITY THAT ERRANT AND MISDIRECTED GOLF SHOTS MAY RESULT IN INJURY OR DAMAGE TO PERSONS OR PROPERTY. NEITHER THE ASSOCIATION, ANY DIRECTOR, OFFICER, EMPLOYEE NOR AGENT THEREOF SHALL BE LIABLE FOR ANY SUCH INJURY OR DAMAGE INCLUDING WITHOUT LIMITATION, AS TO THE DESIGN OF THE GOLF COURSE OR ANY PROPERTY ADJACENT OR NEARBY THE GOLF COURSE OR AS TO ANY MAINTENANCE OF ANY OF THE FOREGOING. ACCORDINGLY, ALL PERSONS OWNING, OCCUPYING, USING OR ENTERING UPON ANY PROPERTY WITHIN, ADJACENT TO OR NEAR THE GOLF COURSE ASSUMES THE RISK OF INJURY OR DAMAGE FROM SUCH ERRANT GOLF BALLS. THIS DISCLAIMER IS NOT INTENDED TO RELIEVE A GOLFER FROM ANY LIABILITY THAT ARISES FROM DAMAGE OR INJURY CAUSED BY HIS OR HER ERRANT GOLF BALL.**

4.11 The Gulf Harbour Marina. A portion of the lands in Gulf Harbour comprise The Gulf Harbour Marina (hereinafter the "Marina") which includes the boat slips and boating facilities related thereto. The Marina and related facilities are not Common Area. The Marina and its related facilities are owned and operated independently of all other property and facilities in Gulf Harbour. No property owner shall have any right, title, interest or membership in or to the Marina other than such membership as he or she may purchase from the owner of the same.

5. MAINTENANCE.

5.1 Association Maintenance. The Association shall have the maintenance, repair and replacement responsibility for all Common Area located within Gulf Harbour and not forming a part

of the individual Lot or Units or Neighborhood Common Area including but not limited to the landscaping, lakes, parks, and entrances and the electrical fixtures and utilities serving the Common Areas.

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

(A) The home, structure and all structural components. The roofs and exterior of the structure shall be cleaned on a regular basis to remove and discourage mold growth.

(B) All grounds, green areas, drain courses, sprinkler systems and other portions of the properties located on the individual Lots or which are Neighborhood Common Area.

(C) Lot, Units and Neighborhood Common Area shall be kept in a neat and well maintained condition at all times, free from debris and rubbish and the lawn areas shall be regularly mowed, watered and maintained.

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

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

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

6.1 Improvements Requiring Approval. No building, structure, enclosure or other improvement shall be erected or altered, nor shall any grading, excavation, landscaping, change of exterior color, or other work which in any way alters the exterior appearance of any structure, Lot or Unit, or portion of Common Area or Neighborhood Common Area, be made, unless and until the plans, specifications and location of same shall have been submitted to, and approved in writing by

the Architectural Review Board (hereinafter "ARB"). All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography. The ARB shall have thirty (30) days after delivery of all required information, plans and materials to approve or deny any such plan, and if not denied within such period, said plans shall be deemed approved unless within the same period the Board of Directors denies the plan in which case regardless of any action or inaction by the ARB the plan shall be deemed denied. All approved modifications or improvements shall be completed within one hundred eighty (180) days from the date of approval. All changes, alterations or modifications to an approved plan must also be approved pursuant according to theses same requirements.

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

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

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

(B) To require submission to the ARB of one (1) complete set of all plans and specifications for any improvement, structure of any kind or any other work which in any way alters the

exterior appearance of any structure, Lot or Unit or Neighborhood Common Area, including without limitation, any building, fence, well, swimming pool, tennis court, enclosure, sewer, drain, disposal system, decorative building or landscape devise, object or other improvement, the construction or placement of which is proposed upon the Properties. The ARB may also require submission of samples of building materials proposed for use on or as part of any home, and may require such additional information as may reasonably be necessary to completely evaluate the proposed structure or improvement in accordance with this Declaration and the Architectural Planning Criteria.

(C) To approve or disapprove any improvement or structure of any kind, including, without limitation, any building, fence, wall, screen enclosure, drain or disposal system, or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon the Properties, and which is visible from the outside of any home. Evidence of approval by the ARB may be made by a certificate, in recordable form, executed by the Chairman of the ARB. Any party aggrieved by a decision of the ARB or Board of Directors shall have the right to make written request to the Board of Directors of the Association within thirty (30) days of the decision, for a re-review thereof. The determination of the Board upon re-reviewing any such decision shall in all events be dispositive.

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

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

(F) The Master Association recognizes and respects the ARB authority granted to the Neighborhood Associations and the desire of the Neighborhood Associations to establish and enforce architectural specifications for their particular neighborhood. As such when approving or disapproving any proposed plans that have already been approved by the respective Neighborhood Association ARB, if any, the Master ARB will give great weight to the decision of the Neighborhood Association ARB and will strive to render decisions consistent with the Neighborhood Association ARB. The Master ARB may also adopt and implement an expedited approval process and thereby choose to forego a full review of any proposed plans that have already been approved by a Neighborhood Association ARB and which otherwise meet the requirements of the Master architectural guidelines.

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

6.5 Nonliability of ARB Members. Neither the ARB nor any member thereof, nor its duly authorized ARB representative, shall be liable to the Association or any Owner or any other person or entity for any loss, damage, or injury arising out of or in any way connected with the performance or nonperformance of the ARB's duties hereunder, unless due to the willful misconduct or bad faith of a member, and only that member shall be liable therefore. The ARB shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration, or addition solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and to the Development. The ARB shall take into consideration the aesthetic aspects of the architectural designs, placement or buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes.

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

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

7.2 Supremacy of Declaration; Authority to Enforce Other Governing Documents. The Master Association governing documents shall control over all Neighborhood Association governing documents except that the Neighborhood Association governing documents may be more restrictive in which case the more restrictive provision shall control. In addition to all of the rights and obligations which have been conferred or imposed upon the Association pursuant to this Declaration and the Articles and Bylaws of the Association, the Association shall be entitled to exercise any of the rights contained in any governing documents of the Neighborhood Associations within Gulf Harbour. Further all such other associations and all committees thereof within Gulf Harbour shall also be subject to all superior rights and powers conferred upon the Association pursuant to this Declaration and the Articles and Bylaws. No other association within Gulf Harbour shall take any

action in derogation of the rights of, or contrary to, the interests of the Association.

8. USE RESTRICTIONS. The following rules and standards apply to Gulf Harbour and shall be enforced by the Association pursuant to Section 13 hereof. The use restrictions for a particular Neighborhood may not be less stringent or restrictive than that of the Master Association but may be more stringent or restrictive than those listed herein in which case the more restrictive provision shall control.

8.1 Home; Maximum Occupancy. Each home shall be occupied by only one family at any time. Each home shall be used as a home and for no other purpose. No business or commercial activity shall be conducted in or from any home including but not limited to visitation of the home by clients, customers, suppliers or other business invitees, or door-to-door solicitation of residents. This restriction shall not be construed to prohibit any owner from maintaining a personal or professional library in his home, from keeping his personal, business or professional records in his home, from handling his personal, business or professional telephone calls or written correspondence in and from his home, or conducting a "no impact" home based business in and from his home. Such uses are expressly declared customarily incident to residential use. Examples of businesses which are prohibited and are considered "impact" businesses are businesses or commercial activity or ventures that create customer traffic to and from the home, create noise audible from outside the home, or generate fumes or odors noticeable outside the home, including but not limited to, a home day care, beauty salon/barber, and animal breeding. This provision is intended to be and shall be retroactive to and effective from the date of recording of the original Declaration, however any persons in violation of this amended provision on the date it is recorded in the Public Record shall be given a grace period of up to ninety (90) days to comply before enforcement action shall be commenced. In order to avoid undue hardship the Board of Directors may, in its sole discretion, extend the grace period once for up to an additional ninety (90) days. The maximum number of occupants in a home shall not exceed two (2) persons per bedroom.

8.2 Minors. All occupants under eighteen (18) years of age shall be supervised by an adult to insure that they do not become a source of unreasonable annoyance to other residents.

8.3 Pets. The ability to keep pets is a privilege, not a right, and the Board of Directors is empowered to order and enforce the removal of any pet that, in its sole and exclusive discretion, becomes a source of annoyance to other residents or endangers the health, safety and welfare of residents. No reptiles, monkeys, rodents, amphibians, poultry, swine or livestock may be kept on the properties. Commercial activities involving pets, including but not limited to breeding for sale, is prohibited. All pets shall be licensed by the appropriate State or local authorities. Each homeowner shall immediately remove their pet's feces from Lots, Common Areas or Neighborhood Common Area. Pets must be leashed when not on the owner's Lot or in a Unit.

8.4 Nuisances. No owner shall use his home, or permit it to be used, in any manner which constitutes or causes an unreasonable amount of annoyance or nuisance to the occupant of another home, or which would not be consistent with the maintenance of the highest standards for a first

class residential community, nor permit the premises to be used in a disorderly or unlawful way. The use of each home shall be consistent with existing laws and the governing documents, and occupants shall at all times conduct themselves in a peaceful and orderly manner. No solicitation will be allowed at any time within the community.

8.5 Signs. Except as provided herein no owner may post signs of any type whatsoever in Gulf Harbour. The temporary posting or display of one (1) "For Sale", "For Rent", "Open House" or other similar signs shall be permitted with the prior approval of the Board of Directors. The Board may adopt specifications regarding the size, shape, location, number and duration of permissible signs. Lot owners may post security/alarm signs issued by the security/alarm service provider in accordance with Chapter 720, Florida Statutes. The Board may but is not obligated to allow other types of signs as it deems permissible from time to time and adopt specifications regarding same. The Association shall have the right to remove any unapproved sign without prior notice to the owner and entry upon a Lot or Unit for such purpose shall not be deemed a trespass. The Board may also establish real estate open house hours and limit access to the community accordingly.

8.6 Garages. In order to maintain a harmonious and aesthetic appearance, all garage doors within Gulf Harbour shall remain closed except when in present active and actual use. No garage shall be enclosed or converted to other use without the approval of the ARB. Garages shall not be used as bedrooms regardless of the existence of doors and closets.

8.7 Lots and Lot Structures. Other than one single family home, and related garage, no structure, trailer, house trailer, tent, shack, shed, barn or other outbuilding shall be used or placed on any Lot or the Common Areas or Neighborhood Common Area at any time either temporarily or permanently without the approval of the ARB. The Board may allow the temporary placement and use of portable storage containers/moving PODS when an Owner is moving or remodeling his or her home. The Board is authorized to adopt restrictions concerning placement, size, duration and other aspects of using such devices.

8.8 Motor Vehicles and Boats. No mechanical repairs of vehicles or boats are permitted on the properties outside of garages except in an emergency. No car covers are permitted. No boats, ATV's, swamp buggies, dune buggies, go carts, wave runners, jet skis, motorcycles, mo-peds, trailers, motor homes, travel trailers, campers, recreational vehicles or commercial vehicles shall be parked anywhere on the properties outside of garages for more than four (4) hours except as allowed herein. Commercial vehicles that are on the premises to provide services to an owner or the Association may be parked for the period of time necessary to perform the service. Boats, trailers, motor homes, travel trailers, campers and recreational vehicles, may also be parked outside of a garage for the purpose of being actively loaded, unloaded or cleaned in preparation for use or after use. However in no event shall such loading, unloading or cleaning exceed forty-eight (48) hours in any seven (7) day period. As used herein the term "commercial vehicle" means trucks, vans, including but not limited to “panel vans” lacking windows on all sides, and other vehicles which are used for business purposes including but not limited to any vehicle which displays a company name or logo on its exterior, is adorned with signs, flags, advertisements or any type of lettering or

graphics of a commercial nature, or any vehicle with racks, ladders, staging, or other equipment or attachments of a commercial nature, including supplies used for commercial purposes, on or visible in the vehicle. Additionally, and notwithstanding the foregoing, any vehicle, by whatever name designated, which is used for transporting goods, equipment or paying customers shall be considered a commercial vehicle regardless of any definition found elsewhere to the contrary. Further, any vehicle, whether commercial or non-commercial, with vehicle body parts such as the hood, door, quarter panel, bumper or bed removed shall be placed completely inside a garage so that it is not visible from any adjacent street or Lot or Unit. All vehicles shall have a current license and registration. No vehicle, trailer, or boat of whatever type described herein shall be parked on the roadways, streets, lawns or other unpaved areas. Law enforcement and other government issued vehicles are excepted from these restrictions. The operation of any motor vehicle as defined under Chapter 322, Florida Statutes, which is compelled by any power other than human muscular power, including, but not limited to, gasoline power or electric power shall be prohibited to be operated or used on streets, roads, sidewalks and/or Common Area within Gulf Harbour, unless the motor vehicle is operated by a person with a valid driver's license and the motor vehicle complies with all prerequisites established under Florida law for operating said vehicle on public streets, roads and thoroughfares. The term "motor vehicle" as used herein extends to and includes, but is not limited to, motorized bicycles (mopeds), motorized skateboards, motorized scooters, mini or micro motorcycles, mini-bikes, go-carts, golf carts, and similar motorized toy vehicles. The term "motor vehicle" does not include motorized wheelchairs or "jazzy" type scooters that are operated by persons who require them for mobility due to a disability. The Board may make limited exceptions to these restrictions from time to time for appropriate reasons as it deems advisable. The Association shall have the right to tow any vehicle parked in violation of these restrictions.

8.9 Moving Storage Containers/PODS. The Board may allow the temporary placement and use of portable storage containers/moving PODS when an Owner is moving or remodeling his or her home. The Board is authorized to adopt and enforce restrictions concerning placement, size, duration and other aspects of using such devices.

8.10 Window Coverings. The covering and appearance of windows and doors, whether by draperies, shades, reflection film or other items, whether installed within or outside the home, visible from the exterior of the home, shall be subject to the rules and regulations of the Association. Mirror window film is prohibited. Hurricane shutters and hurricane window film are not prohibited however the ARB may adopt uniform specifications and guidelines covering the type, style, installation, duration and color of hurricane shutters.

8.11 Landscaping. All areas of Lot or Units not covered by structures, walkways or paved parking facilities shall be maintained by their owners as lawn or landscaped areas to the roadways edge of any abutting streets and to the waterline of any abutting lakes, canals or water management areas. As contained in the original Declaration stone, gravel or paving may not be used as a substitute for grass in a lawn. All lawn and landscaping shall be completed at the time of completion of the structure as evidenced by the issuance of a Certificate of Occupancy by the appropriate governmental agency and shall thereafter be kept in good condition by the owner. Lawns must be

regularly cut and mulched areas regularly mulched. The landscaping on Lot or Units, including without limitation the trees, shrubs, lawns, flowerbeds, walkways and ground elevations, shall be maintained by the owner thereof in a well groomed manner. Lots contiguous to lakes and/or drainage ditches or swales shall extend and maintain their lawns and landscaping to the waters edge or to the opposite side of the drainage ditch or swale as the case may be. Upon ten (10) days written notice to the Lot Owner the Association shall have the irrevocable right to enter upon any Lot and perform lawn, landscaping or other maintenance which the owner has failed to perform. Said action shall not be deemed a trespass. The cost of such maintenance shall be charged to the Lot owner and if said charge is not paid with thirty (30) days shall be secured by a lien against the Lot.

8.12 General.

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

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

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

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

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

(F) No exterior lights shall be installed on the exterior of any walk, fence or building or on the grounds surrounding any building without the prior approval of the ARB.

(G) All recreational facilities and improvements constructed or placed on a Lot or Unit, including but not limited to swimming pools, spas, tennis courts, ramps, jungle gyms, playground type structures, play houses, tree forts, platforms, basketball hoops/backboards, dog houses or any other structure of a similar type, kind or nature shall be allowed only upon written approval of the ARB in advance of placement or construction. All lighting must be approved by the ARB with primary consideration given to the effect of the proposed lighting on the surrounding residences.

(H) Skateboarding and riding scooters on the Common Area is prohibited.

8.13 Roads; Access Control. The roads within Gulf Harbour are not public roads and the use of same are controlled by the Master Association and in the case of the limited private roads by the Neighborhood Associations subject to all provisions of the Master Association governing documents. The Master Association shall have the right to control and regulate all types of traffic on the roads, including but not limited to the right to prohibit or deny vehicular and pedestrian access to Gulf Harbour to any person not entitled to same pursuant to the governing documents.

8.14 Water Management and Drainage Areas; Lakes. The water management, retention and drainage areas (lakes) are part of the Common Area of the Association. The use of the water management and drainage areas is restricted as provided in this Declaration and by rules adopted by the Board from time to time. The maintenance, repair and replacement of the water management and drainage areas are the obligation of the Master Association. The maintenance of such areas is integral to maintaining and enhancing the property values within Gulf Harbour and therefore the level of maintenance shall be commensurate with that expected in a first class community. Such maintenance shall include regular control/removal of algae, cattails and exotics as such ability exists using services provided by local vendors providing lake and water body maintenance. Swimming or bathing in the water retention areas is prohibited. Docks or other structures shall not be erected in water retention areas without the prior written approval of the Board of Directors. All other uses of the water retention areas shall be subject to the prior written approval of the Board of Directors. Boats and watercraft of any kind are prohibited except as authorized by the Board of Directors for the purpose of lake maintenance. Fishing is prohibited in all lakes.

NEITHER THE ASSOCIATION NOR ANY OF ITS OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE SAFETY, WATER QUALITY OR WATER LEVEL OF/IN ANY LAKE, POND, CANAL, CREEK, STREAM, RIVER OR OTHER WATER BODY WITHIN THE PROPERTIES, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY, OR CONTRACTED FOR WITH, AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY OR AS IS PROVIDED HEREIN. FURTHER, NONE OF THE LISTED PARTIES SHALL BE LIABLE FOR ANY PROPERTY

DAMAGE, PERSONAL INJURY OR DEATH OCCURRING IN, OR OTHERWISE RELATED TO, ANY WATER BODY, AND ALL PERSONS USING SAME DO SO AT THEIR OWN RISK.

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

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

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

8.15 Leasing. No home may be leased for a lease term of less than thirty (30) days or greater than one (1) year. No option for the lessee to extend or renew the lease for any additional period shall be permitted. However, a lease may be renewed from year to year. No subleasing or assignment of lease rights by the lessee is allowed. The maximum number of occupants in a home shall not exceed two (2) persons per bedroom. In order to avoid undue hardship the Board may temporarily deviate from these provisions and grant limited exceptions under circumstances the Board shall, in its sole discretion, deem just and appropriate. Any such deviation or exception shall not constitute a permanent deviation or exception and shall be strictly limited as decided by the Board. The owner or the owner's agent must notify the Master Association of the names of all tenants of a leased Lot or Unit at least five (5) days before occupancy. The Association may also require the tenants to provide such other information and complete such forms as may be deemed necessary by the Board of Directors. All leases shall be deemed to incorporate all the provisions of the governing documents and an agreement by the tenants under the lease to abide by same. The Master Association may without further approval of the owner of the leased Lot or Unit terminate the lease for violations of the governing documents by the tenants, or the tenant's family or guests and thereafter evict the tenants from the Lot or Unit.

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

9.1 Association; Required Coverage. The Association shall maintain adequate property insurance covering all the Common Areas and all Association property. The Association shall also

provide adequate general liability insurance. The amounts of coverage shall be determined annually by the Board of Directors. The name of the insured shall be the Association and the owners without naming them, and their mortgagees, as their interests shall appear. To the extent permitted by law, the Association may self-insure. The insurance carried by the Association shall afford at least the following provisions:

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

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

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

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

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

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

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

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

(B) Mortgagee. If a mortgagee endorsement has been issued as to a home, the shares of the

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

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

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

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

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

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

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

9.8 Owner's Duty to Reconstruct. If any home or other improvements located on any Lot or Unit and home are destroyed or damaged as a result of fire, windstorm, flood, tornado, hurricane or other casualty, the owner of such improvements shall cause repair or replacement to be contracted for within thirty (30) days from the date of damage and the work commenced within ninety (90) days from the date that such damage or destruction occurred, and to complete the repair or replacement within nine (9) months thereafter. All such repairs or replacements must restore the improvements to substantially their original character, design and condition, shall utilize and

conform with the original foundation and appearance of the original improvements except as otherwise approved by the Board of Directors. The Board of Directors may deviate from and/or relax the provisions contained herein under circumstances deemed appropriate in the sole and exclusive discretion of the Board.

9.9 Owner's Failure to Reconstruct. If the owner of any home fails to contract for, commence or complete construction to repair or replace any damaged or destroyed improvements within the time periods provided for in Section 9.8 above, the Association shall give written notice to the owner of his default. If after thirty (30) days the owner has not made satisfactory arrangements to meet his obligations, the Association shall be deemed to have been granted the right by the owner, as such owner's attorney-in-fact, to commence and/or complete the repairs sufficient to substantially restore the improvements to their original condition, according to the plans and specifications of the original improvements. If the Association exercises the rights afforded to it by this section, which shall be in the sole discretion of the Board of Directors, the owner of the home shall be deemed to have assigned to the Association any right he may have to insurance proceeds that may be available because of the damage or destruction of the improvement. The Association shall have the right to recover from the owner any costs not paid by insurance, and shall have a lien on the Lot or Unit and home to secure payment. The Board of Directors may deviate from and/or relax the provisions contained herein under circumstances deemed appropriate in the sole and exclusive discretion of the Board.

10. AMENDMENTS; TERMINATION.

10.1 Duration. The conditions of this Declaration shall run with the land and shall inure to the benefit of and be enforceable by the Association or the owner of any real property subject to this Declaration, their respective legal representatives, heirs, successors and assigns for thirty (30) years from the recording date hereof. Thereafter, the Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, and subject to existing laws and ordinances, that there shall be no renewal or extension of this Declaration if prior to one (1) year in advance of an effective date of a proposed termination, at least two-thirds (2/3rds) of the total voting interests affirmatively vote, in person or by proxy, at a duly held meeting of members of the Association in favor of terminating this Declaration. It shall be required that written notice of any meeting at which such proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, to be given at least ninety (90) days in advance of said meeting. If the Association votes to terminate this Declaration, the President and Secretary shall execute a certificate which shall set forth the resolution of termination adopted by the Association, the date of the meeting of the Association at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the number of votes necessary to adopt a resolution terminating this Declaration, and the total number of votes cast against such resolution. Said certificate shall be recorded in the

Public Records of Lee County, Florida at least one (1) year prior to the effective date of termination, and may be relied upon for the correctness of the facts contained therein as they relate to termination of this Declaration.

10.2 Amendments by Members. Except as otherwise provided herein or by law, this Declaration may be amended at anytime by affirmative vote of at least a two thirds (2/3rds) of the voting interests who are present and voting, in person or by proxy at a duly called meeting of the members of the Association. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall identify the Book and Page of the Public Records where the Declaration is recorded, and shall be executed by the President of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Lee County, Florida.

11. ENFORCEMENT; GENERAL PROVISIONS.

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

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

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

(A) the Association;

(B) the Lot or Unit owner;

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

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

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

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

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

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

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

issue and binding on all parties.

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

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

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

12. DISCLAIMER OF LIABILITY OF ASSOCIATION. NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BYLAWS, OR ANY RULES AND REGULATIONS OF THE ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING, BINDING ON OR ADMINISTERED BY THE ASSOCIATION (COLLECTIVELY, THE "ASSOCIATION DOCUMENTS"), THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE PROPERTIES INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OR ANY SUCH PERSONS, WITHOUT LIMITING THE FOREGOING:

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

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

12.3 ANY PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO THE HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE

OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

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

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

NOTE: SUBSTANTIAL AMENDMENTS OF ENTIRE BYLAWS FOR PRESENT TEXT SEE EXISTING BYLAWS

AMENDED AND RESTATED BYLAWS OF GULF HARBOUR MASTER ASSOCIATION, INC.

1. GENERAL. These are Bylaws of Gulf Harbour Master Association, Inc., hereinafter the "Association", a corporation not for profit organized under the laws of Florida as a community association for the purpose of operating a residential community. All prior Bylaws, if any, are hereby revoked and superseded in their entirety.

1.1 Principal Office. The principal office of the Association shall be at 15000 McGregor Boulevard, Fort Myers Florida 33908.

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.

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

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

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

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

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

2.2 Voting Interests. The members of the Association are entitled to one (1) vote for each residential Lot or Unit owned by them. The total number of possible votes (the voting interests) of the Association is the total number of residential Lots and Units in Gulf Harbour. The vote of a residential Lot or Unit is not divisible. The right to vote may be suspended for non-payment of regular annual assessments that are delinquent in excess of 90 days. If a residential Lot or Unit

is owned by one (1) natural person, the right to vote shall be established by the record title to the residential Lot or Unit. If a residential Lot or Unit is owned jointly by two (2) or more natural persons, that residential Lot's or Unit's vote may be cast by any one (1) of the record owners. If two (2) or more owners of a residential Lot or Unit do not agree among themselves how their one (1) vote shall be cast on any issue, that vote shall not be counted for any purpose. If the owner of a residential Lot or Unit is other than a natural person, the vote of that residential Lot or Unit shall be cast by the residential Lot's or Unit's primary occupant. All votes must be cast by an Owner or primary occupant or their properly designated proxy.

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

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

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

3. MEMBERS' MEETINGS; VOTING.

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

3.2 Special Members' Meetings. Special members' meetings must be held whenever called by the President or by a majority of the Directors, and may also be called by members having at least twenty percent (20%) of the voting interests. The business at any special meeting shall be limited to the items specified in the notice of meeting.

3.3 Notice Meetings; Waiver of Notice. Notices of all members' meetings must state the date, time and place of the meeting. Notice of special meetings must include a description of the purpose or purposes for which the meeting is called. The notice must be mailed or transmitted to each member at the member's regular mail address as it appears on the books of the Association, or it may be furnished by personal delivery or electronic transmission. The members are responsible for providing the Association with any change of address whether regular mail or electronic mail. The notice must be mailed, transmitted or delivered at least fourteen (14) days

prior to the date of the meeting. If ownership of a residential Lot or Unit is transferred after notice has been mailed or transmitted, no separate notice to the new owner is required. Attendance at any meeting by a member constitutes waiver of notice by that member, unless the member objects to the lack of notice at the beginning of the meeting. A member may also waive notice of any meeting at any time by written waiver.

3.4 Quorum. A quorum at members' meeting shall be attained by the presence, either in person or by proxy, of persons entitled to cast at least twenty percent (20%) of the votes of the entire membership.

3.5 Vote Required. The acts approved by a majority of the votes cast by eligible voters at a meeting of the members at which a quorum has been attained shall be binding upon all residential Lot and Unit owners for all purposes, except where a different number of votes is expressly required by law or by any provision of the governing documents.

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

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

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

(A) Call of the roll or determination of quorum

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

(C) Reports of Officers

(D) Reports of Committees

(E) Election of Directors (annual meeting only if necessary)

(F) Unfinished Business

(G) New Business

(H) Adjournment

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

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

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

4.1 Number and Terms of Office. The number of Directors which shall constitute the whole Board of Directors shall be seven (7). In order to provide for continuity of experience it is the intention of these Bylaws that a system of staggered terms be created. The system of staggered terms previously established shall be maintained. All Directors shall be elected for a term of two (2) years each. A Director's term will end at the annual election at which his successor is to be duly elected, unless he sooner resigns or is recalled as provided for in Section 4.5 below. Directors shall be elected by the members as described in Section 4.3 below, or in the case of a vacancy, as provided for in Section 4.4 below.

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

4.3 Nominations and Elections. Nominations for election to the Board of Directors shall be made in writing at least thirty (30) days in advance of the day of election. Nominations may also be made from the floor at the annual meeting. Election to the Board Directors shall be by written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as

many votes as they are entitled to exercise under the provisions of the Declaration and these Bylaws. The persons receiving the largest number of votes shall be elected, except that a run-off shall be held to break a tie vote. Cumulative voting is not permitted.

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

4.5 Removal of Directors. Any Director may be removed, with or without cause, by a majority vote of the total voting interests, either by a written petition or at a meeting called for that purpose all as provided in and in accordance with Section 720.303(10), Florida Statutes. If a special meeting is called by twenty percent (20%) of the voting interests for the purpose of recall, the notice of the meeting must be accompanied by a dated copy of the signature list, stating the purpose of the signatures. The meeting must be held not less than fourteen (14) days nor more than sixty (60) days from the date that notice of the meeting is given. Any director who is removed from office is not eligible to stand again for election to the Board until the next annual election, and must turn over to the Association within seventy-two (72) hours any and all records and other property of the corporation in his possession. If a Director who is removed does not relinquish his office or turn over records as required, the Circuit Court in the Lee County where the Association has its principal office may summarily order the Director to relinquish his office and turn over corporate records upon application of any member. In any such action, the prevailing party shall be entitled to recover its attorney fees and costs.

4.6 Organizational Meeting. The organizational meeting of a new Board of Directors shall be held within ten (10) days after the election of new Directors, at such place and time as may be fixed and announced by the Directors at the annual meeting at which they were elected.

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

4.8 Notice to Owners. Meetings of the Board of Directors shall be open to members except for meetings between the Board and its attorney with respect to proposed or pending litigation where the discussion would otherwise be governed by the attorney-client privilege, and notices of all Board meetings, together, shall be posted conspicuously in the community at least forty-eight (48) continuous hours in advance of each Board meeting, except in an emergency. Notice of any Board meeting at which rules affecting the use of a parcel or special assessments are to be considered shall specifically contain a statement that rules or special assessments will be considered and the nature of the rule or assessments and shall be mailed, delivered or electronically transmitted and posted at least 14 days in advance of the meeting.

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

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

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

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

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

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

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

residential property owned by a member of the community may not vote by proxy or secret ballot.

4.16 Emergency Powers. In the event of any "emergency" as defined in Section 4.16(G) below, the Board of Directors may exercise the emergency powers described in this Section, and any other emergency powers authorized by Sections 617.0207, and 617.0303, Florida Statutes, 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 what is reasonably believed to be an emergency under this Section to further the ordinary affairs of the Association shall bind the Association; and shall have the rebuttal presumption of being reasonable and necessary.

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

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

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

5. OFFICERS.

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

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

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

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

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

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

5.6 Compensation of Officers. No compensation shall be paid to any office for services as an officer of the Association. This provision does not preclude the Board of Directors from employing officers as employees of the Association.

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

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

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

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

6.5 Assessments. The regular annual assessment based on an adopted budget shall be paid in a single lump sum, in advance, each year no later than the first day of January. Written notice of the annual assessment shall be sent to the owners of each Lot or Unit at least twenty (20) days prior to the payment being due, but failure to send (or receive) such notice does not excuse the obligation to pay. If an annual budget for a new fiscal year has not been adopted, or if notice of any increase has not been made at the time the payment for the annual assessment is due, it shall be presumed that the amount of such payment is the same as the prior year's annual assessment. Any assessments that are not paid when due shall be delinquent. Any assessment not paid within thirty (30) days after the due date shall accrue interest from the due date at the rate of eighteen percent (18%) per annum and shall incur a late fee of twenty-five ($25.00) dollars.

6.6 Special Assessments; Individual Assessments. Special and individual assessments may

be imposed by the Board of Directors when necessary to meet unusual, unexpected, unbudgeted or non-recurring expenses, or expenses applicable to one or less than all Lot or Unit owners that in the sole discretion of the Board of Directors are directly attributable to said owner(s) and/or to owners in a defined geographic area or Neighborhood within Gulf Harbour, or for such other purposes as are authorized by the Declaration, Articles or these Bylaws. Special and individual assessments are due on the day specified in the resolution of the Board approving such assessment. The notice of any Board meeting at which a special or individual assessment will be considered shall be given as provided in Section 4.8 above; and the notice to the owners that the assessment has been levied must contain a statement of the purpose(s) of the assessment. The funds collected must be spent for the stated purpose(s) or returned to the members as provided by law.

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

6.8 Financial Reports. Not later than sixty (60) days after the close of each fiscal year, the Board shall cause to be prepared a financial report as prescribed in Section 720.303(7), Florida Statutes. The Association shall provide each member with a copy of the financial report or a written notice that a copy of the financial report is available upon request at no charge to the member.

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

6.10 Borrowing Money; Loans. In any fiscal year the Board is authorized to borrow money in an aggregate amount not exceeding twenty-five percent (25%) of the current fiscal year's total annual budget including reserves. In order to borrow greater amounts it shall be necessary to obtain the approval of at least 2/3rds of the voting interests in the Association present and voting in person or by proxy at a properly noticed Member's meeting.

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

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

8. COMPLIANCE AND DEFAULT; REMEDIES. In addition to the remedies provided in

the Declaration, the following shall apply.

8.1 Fines; Suspensions. The Board of Directors may levy fines and/or suspensions against members, members' tenants and guests, or both, who commit violations of Chapter 720, Florida Statutes, the provisions of the governing documents, and the rules and regulations, or who condone such violations by their family members, guests or lessees. Fines shall be in amounts deemed necessary by the Board to deter future violations, but in no event shall any single fine exceed the maximum amount allowed by law. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. The maximum accrued fine for a continuing violation shall not exceed $1,000.00. Suspensions of the use of common areas and facilities may be imposed for a reasonable period of time to deter future violations. The procedure for imposing fines or suspending use rights shall be as follows:

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

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

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

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

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

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

(C) Collection of Fines. The fine shall be the personal obligation of the person fined and the fine may be collected in any manner allowed by law.

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

Association, and the cost thereof shall be charged to the residential Lot or Unit owner.

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

9.1 Proposal. Amendments to these Bylaws shall be proposed by a majority of the Board or upon petition of twenty percent (20%) of the voting interests, and shall be submitted to a vote of the members not later than the next annual meeting.

9.2 Vote Required: Except as otherwise required by Florida law or as provided elsewhere in these Bylaws, these Bylaws may be amended if the proposed amendment is approved by the affirmative vote of at least two-thirds (2/3rds) of the voting interests present and voting, in person or by proxy, at a duly called meeting of the members of the Association.

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

10. MISCELLANEOUS.

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

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

10.3 Conflict. If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Bylaws, the Master Declaration, the Association's Articles of Incorporation or the Board adopted rules and regulations, the provisions of the Master Declaration shall prevail as the document of highest priority followed by the Articles of Incorporation, the Bylaws and then the Board adopted rules and regulations.

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

AMENDED AND RESTATED ARTICLES OF INCORPORATION

OF

GULF HARBOUR MASTER ASSOCIATION, INC.
f/k/a
Gulf Harbour Yacht and Country Club Property Owners' Association, Inc.

Pursuant to Section 617.1007, Florida Statutes, these Articles of Incorporation of Gulf Harbour Master Association, Inc., a Florida corporation not for profit, which was originally incorporated under the name River's Edge Management Association, Inc., on April 15, 1985, which name was later changed in 1994 to Gulf Harbour Yacht and Country Club Property Owners' Association, Inc., are hereby amended and restated in their entirety and the name is changed to Gulf Harbour Master Association, Inc. All amendments included herein have been adopted pursuant to Section 671.1002, Florida Statutes, and there is no discrepancy between the corporation's Articles of Incorporation as heretofore amended and the provisions of these Amended and Restated Articles other than the inclusion of amendments, adopted pursuant to Section 617.1002, Florida Statutes, and the omission of matters of historical interest. The Amended and Restated Articles of Incorporation of Gulf Harbour Master Association, Inc., shall henceforth be as follows:

ARTICLE I

NAME: The name of the corporation is Gulf Harbour Master Association, Inc., sometimes hereinafter referred to as the "Association".

ARTICLE II

PRINCIPAL OFFICE: The principal office of the corporation shall be at 15000 McGregor Boulevard, Fort Myers Florida 33908.

ARTICLE III

PURPOSE AND POWERS: This Association will not permit pecuniary gain or profit nor distribution of its income to its members, officers or Directors. It is a nonprofit corporation formed for the purpose of establishing a corporate residential community homeowners' association which, subject to a Gulf Harbour Master Covenants (f/k/a River's Edge Master Covenants) originally recorded in the Public Records of Lee County, Florida, at O.R. Book 1783

at Page 3511 et seq., and as amended, has the powers described herein. The Association shall have all of the common law and statutory powers of a Florida corporation not for profit consistent with these Articles, the Bylaws of the corporation, and with said Gulf Harbour Master Covenants and shall have all of the powers and authority reasonably necessary or appropriate for the operation and regulation of a residential community, subject to said recorded Declaration, as it may from time to time be amended, including but not limited to the power:

(A) to fix, levy, collect and enforce payment by any lawful means all charges, assessments, or liens pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the corporation, including all license fees, taxes or governmental charges levied or imposed against the property or the corporation;

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

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

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

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

(F) to dedicate, sell or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication, sale or transfer shall be effective unless first approved by two-thirds (2/3rds) of the total voting interests in the Association.

(G) to borrow money and mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

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

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

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

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

ARTICLE IV

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

ARTICLE V

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

ARTICLE VI

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

ARTICLE VII

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

(A) Proposal. Amendments to these Articles shall be proposed by a majority of the Board or upon petition of twenty percent (20%) of the voting interests, and shall be submitted to a vote of the members not later than the next annual meeting.

(B) Vote Required: Except as otherwise required by Florida law or as provided elsewhere in these Articles, these Articles of Incorporation may be amended if the proposed amendment is approved by the affirmative vote of at least a two-thirds (2/3rds) of the voting interests present and voting, in person or by proxy, at a duly called meeting of the members of the Association.

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

amendments to the Declaration.

ARTICLE VIII

DIRECTORS AND OFFICERS:

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

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

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

ARTICLE IX

INDEMNIFICATION:

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 attorney 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 apply to:

(A) Willful misconduct or a conscious disregard for the best interests of the Association, in an proceeding by or in the right of the Association to procure a judgment in its favor.

(B) A violation of criminal law, unless the Director or officer had no reasonable cause to believe his action was unlawful.

(C) A transaction from which the Director or officer derived an improper personal benefit.

(D) Wrongful conduct by Directors or officers, 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 a majority of the

disinterested Directors vote that the settlement is 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.

GULF HARBOUR MASTER ASSOCIATION

UNIT OWNER INFORMATION FORM

DATE:

GULF HARBOUR ADDRESS:

BUYER (s) NAME: _____

STREET ADDRESS: _____UNIT #:_____

CITY/STATE/ZIP CODE: _____

TELEPHONE: CELL: _____Home:_____

EMAIL: _____

ALTERNATE ADDRESS IF DIFFERENT FROM ADDRESS ABOVE:

STREET ADDRESS: _____UNIT #: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE: Work: _____Home: _____

EMERGENCY CONTACT PERSON:
(Person to notify in Case of Emergency other than owner, ie caretaker)

Name	Phone Number:	Email

Please note that Capital Contribution fee of $567.00 payable to Gulf Harbour will be collected at closing.

Gulf Harbour's Grand Vision:
A $19 Million Investment in Excellence



At Gulf Harbour Yacht & Country Club, we're evolving luxury lifestyles with a bold vision for tomorrow. Our Members have voted overwhelmingly to approve a stunning Clubhouse transformation. The $19 million clubhouse redesign will complete our comprehensive $30 million strategic enhancement of the entire Gulf Harbour experience.

The expanded Waterside Grille terrace, new indoor-outdoor bars and reimagined dining spaces will transform the member experience when they debut in Fall 2026. This renovation, designed by Peacock + Lewis and to be constructed by Curran & Young Construction, will establish a new standard for private club life in Southwest Florida.

A History of Strategic Growth

Great visions spring from careful planning, financial management and strategic execution. Over the past several years, we've strategically enhanced every aspect of the club experience:

- A reimagined golf shop delivers effortless access to each round, with expanded retail offerings and streamlined flow.
- Our new 30,000-square-foot Wellness Center stands as Southwest Florida's premier destination for healthy and active living.
- Renowned architect Kipp Schulties transformed our championship golf course into a modern masterpiece.
- Our newly renovated tennis complex features beautifully maintained Har-Tru Hydro courts and a welcoming pavilion for post-match gatherings.
- The restored Eagle Perch Island preserves one of our most cherished landmarks.

The clubhouse renovation will complete this journey, creating spaces where members connect and celebrate.



A Transformative Vision

The renovation will transform our traditional Tuscan-Addison Mizner architecture into a stunning coastal setting. New flowing spaces will bring people together naturally, from celebratory dinners to casual conversations.

The new outdoor "comfort seating" areas will combine protection from the elements with a connection to our natural setting. Retractable screens, fans and ambient heaters will ensure year-round comfort for outdoor dining and socializing.

The transformation includes:

- 150 additional dining seats to expand availability and ensure everyone has a seat at the table.
- Expanded indoor dining areas that preserve intimacy while expanding gathering spaces for members.
- New indoor-outdoor bars on both levels, providing members with more backdrops for time with friends and family.
- Redesigned lounge areas for casual gatherings.
- Multi-purpose rooms for private celebrations and club events.
- A new, ADA-accessible Waterside Grille circular drive-up entrance.

Essential improvements include:

- Advanced climate control systems.
- Enhanced storm protection.
- Improved kitchen facilities.
- Modernized spaces throughout.

Culinary Innovation

Upon project completion, Gulf Harbour will stand alone as the only club in Southwest Florida to employ both a Sommelier and a Master Chef. This unique combination will deliver dining experiences that rival the finest restaurants while maintaining the comfortable familiarity of your club home.

Our expanded kitchens will empower our culinary team to craft everything from post-round comfort foods to innovative tasting menus. The redesigned dining spaces will accommodate both casual meals and special occasions, with increased flexibility for private events.

Construction and Continuity

Construction begins in June 2025, with grand reopening celebrations planned for November 2026. During renovation, gourmet food trucks positioned throughout the property will maintain dining options. Our full staff will continue our signature service standards, preparing to welcome members back to the transformed spaces.

The Future Beckons

Interest in Gulf Harbour membership continues to grow as we approach our Fall 2026 grand unveiling. This growth reflects both our improvements' value and the increasing demand for clubs that understand modern luxury living.

The new Gulf Harbour will create an evolved club experience that honors tradition while embracing the future. Every detail will enhance the member experience, from improved flow to thoughtful touches throughout the club.

Join the Journey

As we embark on this transformation, we affirm our commitment to excellence and vision for the future of private club life in Southwest Florida. We will create an extraordinary environment where connections flourish, dining excellence prevails and members find their perfect balance of activity and relaxation.

And we’d love for you to be a part of it. Discover why Gulf Harbour sets new standards for luxury, leisure and lifestyle. Contact our membership office today to join this extraordinary community.

Gulf Harbour Clubhouse Renovation Information

We are excited to share details about the upcoming **Gulf Harbour Clubhouse Renovation**, a transformative project designed to enhance our facilities and elevate the member experience.

Renovation Timeline:

- **June 2025 – November 2026**

During this period, our premier amenities will **remain accessible**, including:

- ✔ **Fitness Center**
- ✔ **Spa & Salon**
- ✔ **Tennis Facility**
- ✔ **Golf Course**
- ✔ **Pool** (available intermittently)
- ✔ **Eagle Perch Island**

Dining & Social Experience During Renovation

While our Clubhouse undergoes improvements, we are committed to providing exceptional dining options through a combination of on-site food trucks and reciprocal arrangements with neighboring clubs.

🍽 **Food & Beverage Offerings:**

- **Golfers** – A food truck stationed near the halfway house will offer fresh, convenient meals during your rounds.
- **Tennis Community** – A dedicated food truck near the new tennis pavilion will serve delicious meals and refreshments for our active members.
- **Casual & Social Dining** – A stylish, enclosed, air-conditioned dining space (similar to high-end event tents at major sporting events), offering a comfortable and inviting setting.

In addition, we are securing reciprocal dining agreements with select neighboring clubs to provide our members with expanded dining opportunities.

Renovation Assessment for New Members

$1,600 annual fee (split into two payments due in June & December) for 10 years

- The first payment is due in June 2025.
- If a person joins the Club after 2025, they will be responsible for payments from their joining date through 2034.

This renovation represents an exciting new chapter for **Gulf Harbour**—enhancing our Clubhouse and enriching the overall membership experience. We appreciate your support and look forward to welcoming you!

For more details or membership inquiries, please contact **our Membership Director, Holly Trent, at (239) 444-3631 or Htrent@gulfharbour.com.**

GULF HARBOUR CLUBHOUSE RENOVATION RENDERINGS

Click here for the Clubhouse Video Rendering



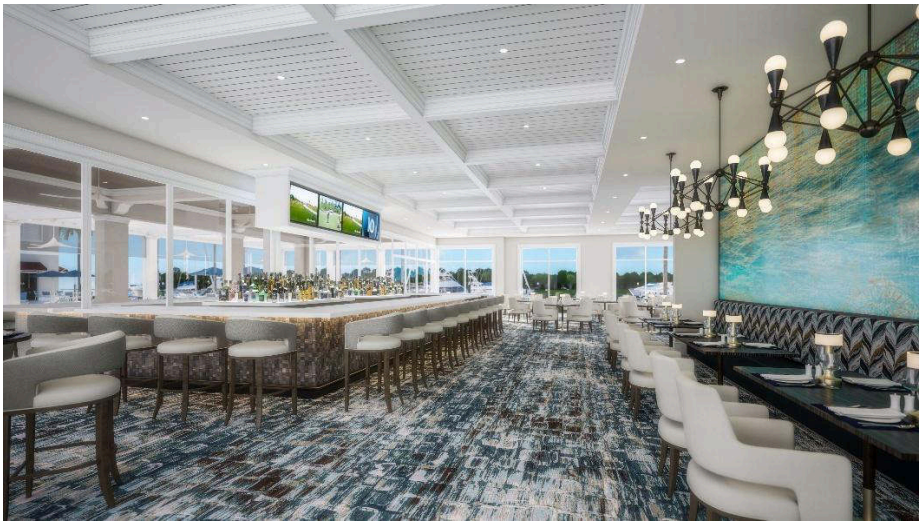
Sunset View from Johnny Brown's Lounge Area



Waterside Grille Outdoor Covered Dining – Indoor/Outdoor Bar



View of Drop-off Area by Waterside Grille



Waterside Grille Interior



View of Waterside Grille Dining from Marina Side



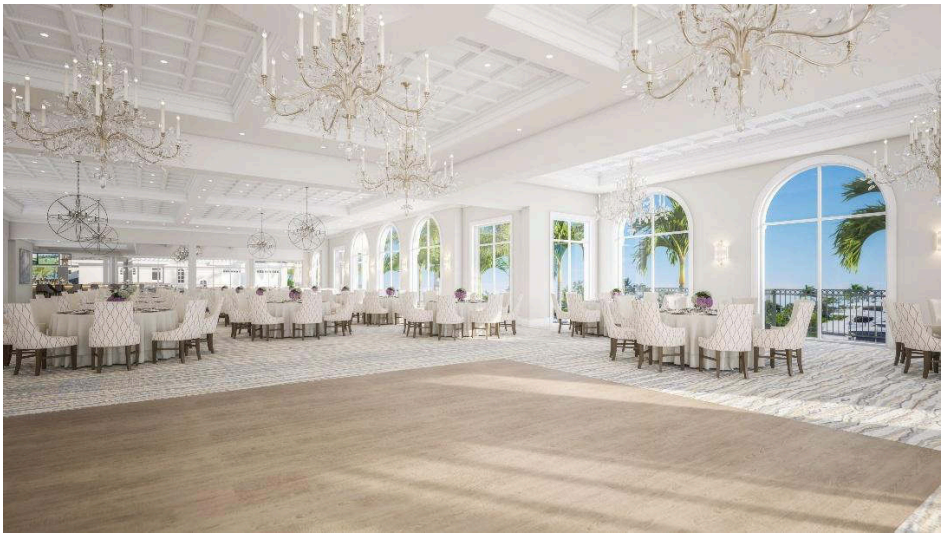
Johnny Brown's Indoor/Outdoor Bar and Dining Area



Johnny Brown's Bar & Lounge Area



Harbourview Room Dining



Harbourview Room Dining



Multi-Purpose Room (Card Room)



View of Clubhouse from Marina



View of Clubhouse from Wellness Center



View of Clubhouse from Marina