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Homeowners' Association Documents

Marina Bay of Fort Myers Homeowners Association, Inc.

11688 Meadowrun Cir, Fort Myers, FL 33913

About this packet

Every association document supplied for this property, compiled into one file and ordered so the material a buyer needs first comes first. Scanned pages have been read by optical character recognition, so the whole packet is searchable and the text can be copied. Page numbers run continuously, and the contents page links to each section.

The original scans are reproduced as supplied and nothing in them has been altered. Where the association supplied more than one generation of the same document, the superseded copy has been left out and is named on the contents page.

Prepared 10 November 2026

This packet is provided for information. It is not legal advice, and it is not a substitute for reading the association's official records in full.

HAWLEY TEAM

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1. **Association Budget, 2026** 4

   Quarterly assessment and what it pays for.

   3 pages

2. **Rules and Regulations, current (October 2023)** 7

   Day to day restrictions: pets, leasing, parking, fences, vehicles.

   58 pages

3. **Purchase and Lease Application** 65

   The association's approval process and how to apply.

   1 page

4. **Financial Statements, through 30 September 2026** 66

   The association's current position: receivables, cash, balance sheet and income against budget. Resident package, sub entities only.

   22 pages

5. **Financial Statements, year ended 31 December 2025** 88

   The last full year, on a consolidated basis. Read beside the 2026 package for the direction of travel.

   19 pages

6. **Association Meeting Minutes, October 2025 to September 2026** 107

   Twelve board meetings and one landscape committee meeting, newest first. Where a special assessment or a project is coming, this is where it shows.

   48 pages

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7. Declaration of Covenants, Conditions and Restrictions 155

The governing instrument, recorded 15 July 2015 as INSTR 2015000153826. Carries Exhibit A legal description, B articles, C bylaws and D water permit.

187 pages

8. Bylaws of the Association 342

Meetings, voting and the board. Fuller than the Declaration's Exhibit C copy.

74 pages

9. Articles of Incorporation 416

A legible copy. The same articles sit inside the Declaration at its page 97, but as a 2008 fax that is close to unreadable.

18 pages

10. Rules and Regulations, Fourth Amended and Restated (recorded 2020) 434

The recorded rules instrument, INSTR 2020000140244, kept for reference.

34 pages

Left out as duplicate or superseded

Declaration & Other.pdf, a compilation of the same Declaration. 88 of its 97 substantive pages repeat the recorded Declaration included here, and its only unique content is a cover and a contents list.

Rules and Regulations revised 9 November 2017, superseded both by the recorded 2020 instrument and by the current October 2023 rules, both of which are included here.

A second identical copy of each of the thirteen sets of minutes. The association supplied every minutes file twice and the pairs are byte for byte the same.

Marina Bay - Proposed Budget 01/01/26 - 12/31/26

GL		2025 Approved	2026 Proposed
	Single Family Home Tier Expenses		
700101	Landscape Maint - SFH (Note 5)	516,069	532,985
700129	Landscape Mulch - SFH	108,135	109,000
	Total Single Family Expenses	**624,204**	**641,985**
	Twin Villa Operating Rev		
	Prior Year Surplus (Villas)	0	98,400
	Twin Villa Home Tier Expenses		
510101	Insurance	222,200	255,542
700104	Landscape Maint - Villas	132,158	139,471
700128	Mulch / Whitefly	38,115	34,095
702140	Pressure Clean	28,000	0
702162	Termite Treatment	28,500	10,000
702178	Pest Control	8,700	8,700
900100	Reserves Contribution - Paint Villas	64,000	83,900
	Total Twin Villa Expenses	**521,674**	**433,308**

Single Family Home Quarterly Assessment	**1,037**	**1,031**
Twin Villa Home Quarterly Assessment	**1,283**	**1,179**

2026 Reserve Expenditures	
Common	
Starting Reserve Balance	566,500
Annual Reserve Funding	383,400
Recommned Special Assessments	0
Interest Earnings	13,158
Total Income	963,058
Lake Maintenance - Allowance	17,500
Building Exterior - Seal/Paint	27,100
Lobby - Remodel	20,000
Lifestyle Director Office - Remodel	12,000
Property Manager Office - Remodel	5,000
Social Hall - Remodel	35,000
Card Room - Remodel	40,000
Multipurpose Room - Remodel	20,000
Pool/Spa Heaters - Replace	36,000
Total Expenses	212,600
Ending Reserve Balance	750,458
Villas	
Starting Reserve Balance	330,000
Annual Reserve Funding	83,900
Recommned Special Assessments	0
Interest Earnings	4,117
Total Income	418,017
Building Exteriors (2026) - Seal/Paint	336,000
Total Expenses	336,000
Ending Reserve Balance	82,017

D Kirkwood 12/1/25

Marina Bay - Proposed Budget 01/01/26 - 12/31/26

GL		2025 Approved	2026 Proposed
704240	Gate Access & Clubhouse Security	239,500	238,000
712540	Pools Maintenance	48,000	47,400
702098	Street Cleaning	10,200	10,200
702206	Fire System Equipment	2,000	1,957
711350	Music/Intercom System	4,400	4,000
	Total Contract Expenses	**1,178,598**	**1,211,796**
	Utilities Expenses- Common Area		
705010	Electric	115,704	191,500
705030	Water / Sewer	6,000	51,450
705050	Cable TV Recreation	5,226	12,500
	Fitness Center Cable	1,226	2,000
705072	Gatehouse Phones	1,560	1,500
705060	Trash Removal - Clubhouse		1,500
705031	Water / Sewer - Recreation	58,850	0
	Total Utilities Expenses - Common Area	**188,566**	**260,450**
	Common Area Expenses (Operating) R&M		
700110	Landscape Extras - Common Area	6,000	16,000
700210	Tree Trimming - Common Area	36,000	36,000
700810	Hurricane Recovery	0	0
701060	Irrigation Maintenance (Juniper& Hoover repairs)	37,000	35,000
702000	General Repairs & Maint.	30,000	30,000
704115	Security - Cart/Kubota	1,500	1,500
704129	Security Monitors - Closed Circuit TV	4,500	2,500
704205	Gate Stickers / Clubhouse FOBs	1,500	2,500
704210	Gate Maintenance/Repairs	20,000	20,000
702008	Contingency	-	0
790000	Special Project Funding	50,000	50,000
	Special Project Funding 2 (prior yr surplus)	0	114,341
713401	Fitness Center Equipment	0	1,000
	IDL Operating Expenses	0	8,400
	Total Common Area Expenses (Operating)	**186,500**	**317,241**
	Recreation Area Expenses R&M		
702014	Janitorial Exp - Supplies	5,000	2,500
705011	Electric - Recreation	71,900	0
705060	Trash Removal - Rec	2,300	0
711371	Pickleball Maint	3,500	4,500
710020	Recreation Area Maintenance	25,000	10,000
702076	HVAC Repair and Maintenance	1,500	7,500
710027	Clubhouse FOBs	1,500	0
703060	Entry Feature R&M	35,000	5,000
712550	Pools Repairs	8,000	10,000
713019	Clubhouse Activities	22,000	52,000
	Total Recreation Area Expenses	**175,700**	**91,500**
	Total General Expenses	**2,398,087**	**2,506,869**

Marina Bay - Proposed Budget 01/01/26 - 12/31/26

GL		2025 Approved	2026 Proposed
	Revenue		
400100	Maintenance Assessment - General	2,398,087	2,352,528
400101	Maintenance Assessment - SF	624,204	641,985
400102	Maintenance Assessment - Villas	521,674	433,308
400195	NSF Check Fee Income	0	0
400200	Fines	4,500	0
400300	Screening Fees	2,500	0
400302	Application Fees	2,500	5,000
400305	Clubhouse FOB Income	2,500	2,000
400350	Gate Access Income	3,500	2,500
400400	Late Fee Income	7,000	5,000
400500	Clubhouse Rental Income	6,000	7,000
400840	Event Income	17,000	17,000
401110	Interest - Delinquent Owners	9,000	0
401120	Bank Interest Income	2,000	0
420112	Architectural Fees-ACC	3,000	1,500
420920	Violation Fees	-	0
	Prior Yr Surplus	-	114,341
	Total Revenue	**3,603,465**	**3,582,162**
	Administrative Expenses		
900101	Reserve Contribution - Common	454,450	383,400
520115	Postage and Mailing	6,000	6,000
520116	Computer Technical Support	3,700	5,600
	Uniforms	0	1,000
520119	Office Supplies & Expenses	7,000	7,000
520131	Town SQ Castle Website Grid	2,340	0
530110	Legal Fees	50,000	30,000
530115	Professional Fees	10,000	12,500
540114	Permits- Pool & Spa	795	800
540140	Year End Report & Tax Prep	8,500	10,000
705070	Telephone	780	0
	Administrative Expenses	**543,565**	**456,300**
	Insurance		
510100	Insurance	125,158	169,582
	Total Insurance Expenses	**125,158**	**169,582**
	Contract Services		
555101	Management Services	400,000	54,828
	Employee Salaries + Labor rate	0	338,218
	Employee Medical benefits	0	34,335
600000	Outsourced Accounting (Packer Thomas)	54,000	0
520124	Office Equipment Rental	4,500	2,000
712600	Tennis Court Maintenance	24,960	24,960
701102	Lake Fountain Maintenance	1,420	30,754
704211	Gate Traffic Control	10,000	0
702009	Janitorial Services	53,382	45,000
702075	HVAC Maintenance Contract	688	2,168
701010	Pump Systems Maintenance	5,180	7,097
700100	Landscape Maint - Common Area	237,880	244,016
701100	Lake Maintenance-Advanced Aquatic	49,158	63,345
716251	Fitness Center PM	937	2,500
700130	Mulch Application Common & Rec	12,735	8,000
701110	Preserve Maintenance	10,208	10,278
	Pest Control (clubhouse, pool, guardhouse)	0	1,740
	Entry Feature Fountains	0	31,000
702150	Holiday Lighting	9,450	10,000

12/1/25



MARINA BAY OF FORT MYERS HOMEOWNERS ASSOCIATION RULES AND REGULATIONS

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REVISION SUMMARY

A summary of changes included with this revision is provided below.

Modification	Description	Document Link
Revision of the heading hierarchy and the addition of a Table of Contents.	The document hierarchy is revised to provide consistent paragraph numbering and indentation. A Table of Contents is added to provide direct linkage to individual sections for ease of reference. Also, a link to navigate back to the table of contents is included in the footer section.	n/a
The addition of a Revision Summary	A table that summarizes the major changes with this revision of the Rules and Regulations is provided.	Page 1
Removal of Declarant requirements	Removal of statement providing protection for the Declarant	Page 4
The addition of a section on Committees	A new section is added to provide a standard set of rules and regulations for all committees. To avoid ambiguity, the Architectural Control Committee is referred to as the ACC throughout the document.	Page 6
The revision of architectural guidelines for awnings	Guidelines for awnings are revised to provide specific requirements. An appendix is included providing allowable fabric selection.	Page 10
Exterior lighting requirements	Modifications were made to the parameters surrounding holiday lighting timeframes.	Page 10
The revision of architectural guidelines for pools and spas	Guidelines for pools and spas are clarified. A separate architectural guideline section for in-ground pools is added.	Page 10
The addition of architectural guidelines for screening of outdoor equipment	A new section is added to provide guidelines for screening items of equipment from being seen from the street or neighboring properties.	Page 10
Fountain and Sculpture Requirements	Regulations for fountains and sculptures were specified more than previously provided for.	Page 11
The addition of architectural guidelines for mulch replacement	A new section is added to provide guidelines for replacing mulch with landscaping stone.	Page 11
Outdoor Furniture Requirements	Outdoor furniture requirements were further specified	Page 11

Modification	Description	Document Link
The clarification of architectural guidelines for solar panels	Clarification is provided with respect to the allowable solar panel installation locations.	Page 12
The revision of Propane Storage guidelines	Clarification is provided regarding the prohibition of above ground propane tanks.	Page 12
The clarification of Rear Yard Drainage Easement restrictions	Clarification is provided regarding the pre-approval requirements and other criteria for alterations and additions within the rear yard drainage easement of non-lake lots.	Page 12
Irrigation modification requirements	Delegate the responsibility of elective irrigation changes	Page 13
ACC Insurance Requirements	Removal of statement identifying a specific insurance requirement	Page 14
The revision of Additional Guidelines for Fences	The requirement for fence pickets to be no more than 4 inches apart is added.	Page 14
Fence door requirements	Added language to clarify items for consideration when considering door placement	Page 15
Propane tank storage	No above ground propane tanks large than 20lbs	Page 16
The revision of Additional Guidelines for Permanent Generators	A provision for the ACC to require the inclusion of noise mitigation equipment is added.	Page 17
Recreation and play equipment	Add in term “recreational and play equipment” throughout trampoline requirement section	Page 18
The revision of Hurricane Season and Hurricane Shutter guidelines	Rules are revised to allow for hurricane shutters to remain installed/closed under certain conditions and certain times including, in particular, throughout hurricane season. Color guidelines for hurricane shutters are provided.	Page 20
The revision of Landscaping Material guidelines	Guidelines are revised to allow for an Owner to replace a plant with an identical plant without ACC approval.	Page 21
Air drying requirements	Remove language preventing clotheslines	Page 21
The addition of a section on Decorative Items	A new section is added to specify allowable decorative items, their locations, and quantity limits. Also, specific details for the allowable display of flags and for the allowable installation of a flag pole are provided.	Page 22

Modification	Description	Document Link
The addition of a section on landscape maintenance and placement	Based on recommendations as provided by the Landscape Committee, a new section is added that specifies various landscaping guidelines.	Page 23
The addition of guidelines on road usage	Road usage guidelines as previously approved by the Board are incorporated.	Page 26
The revision of Golf Cart guidelines	The requirement that golf carts may only be operated by a licensed driver is clarified. The requirement that all golf carts must be registered with the property manager is added.	Page 27
The addition of a section that provides bicycle guidelines	Usage guidelines for bicycles are incorporated including conditions for applicable safety equipment, conditions for operating on the sidewalk, and requirement to follow rules of the road that are consistent with applicable government regulations for public roads.	Page 28
The revision of Animals and Pets guidelines	A limit of no more than three pets per household is added. The requirement for certain pets, including all cats and dogs, to be registered with the management office is added.	Page 29
The revision of the Leasing of Homes section	For clarification, certain existing requirements within the Declaration for the lease and lease renewal process are added.	Page 32
The addition of a section on abandoned property	Clarifies that any statutory time constraints for landlords to treat tenant property as abandoned does not waive any Association rules for that Owner including removal of personal property from areas visible from the street.	Page 34
The revision of General Use Restrictions for the Recreation Tract	Adds badging requirements. Consolidates and tabulates age restrictions in a single location. Incorporates a limit of four guests at any time per household. Clarifies adult supervision and host requirements. Incorporates the previously approved policy of allowing pets in the Clubhouse parking lot under certain conditions.	Page 35

Modification	Description	Document Link
The revision of Rules for the Clubhouse, Indoor Sports Complex, and Fitness Center	Incorporates previously approved change to operating hours. Specifically adds owner responsibilities for any damage that they or their family or guests might cause. Adds prohibition against horseplay or other disruptive behavior. Identifies exceptions to Sports Complex rules for community sponsored events in that facility.	Page 38
Clothing requirement for Clubhouse	Prohibit ability to access clubhouse with bare feet, chest or in a swimsuit.	Page 39
Horseplay in pool rule	Horseplay is prohibited	Page 39
Indoor Sports Complex Rules	Confirm time frame the Clubhouse is open for use and community event rules	Page 40
Fitness Center Rules	Confirm fitness center hours	Page 41
Age requirements for amenities	Eliminate age requirement statements as this is repetitive from prior sections	Page 41
The revision to Rules for the Pool Area	Clarifies the definition of the "pool area" and revises the restrictions on food, beverages, and intoxicants in the pool area.	Page 42
Glassware on pool deck	No glassware on pool deck	Page 43
The revision of Rules for Outdoor Courts	Incorporates the previously approved change in hours	Page 44

1. GENERAL

These Rules and Regulations are designed for the mutual benefit of all Owners. All Rules and Regulations shall apply to and be binding upon all Owners. All initial capitalized terms used herein, but not defined, shall have the meaning given to such terms as set forth in the Declaration of Covenants, Restrictions and Easements for Marina Bay, as amended and/or supplemented from time to time (the "Declaration").

A. Responsibility. With respect to compliance with the Rules and Regulations, an Owner shall be held responsible for the actions of such Owner, and such Owner's family members, guests, invitees, tenants, contractors, and other persons for whom Owner is responsible, as well as for the actions of persons over whom Owner exercises control and supervision.

B. Observance of Governmental Requirements. All applicable laws, ordinances, codes, orders, rules, regulations and requirements of all governmental bodies having jurisdiction (collectively, "Governmental Requirements") shall be observed. Violations of any Governmental Requirements relating to the Association Property or any Lot or Home shall be corrected by, and at the sole expense of, the responsible Owner and, as appropriate, the violator.

C. Improper Use. No improper, hazardous or unlawful use shall be made of the Association Property or any Home or Lot.

D. Nuisance. No obnoxious activity shall be carried on at any Home or Lot or in or about any portion of the Community. Nothing shall be done which may be an unreasonable annoyance or a nuisance to any other Owner or which interferes with the peaceful possession or proper use of the Homes or the surrounding areas. Nothing shall be done within the Association Property or any Home or Lot which tends to cause embarrassment, discomfort, unreasonable annoyance or nuisance to any Owner or such Owner's family members, guests, invitees and tenants using any portion of the Community.

E. Disturbance. No loud noises or noxious odors shall be permitted. Owners shall not operate radios, televisions, musical instruments or any other noise producing items at times or at volume levels which shall disturb others.

F. Violations. Violations of any Rule or Regulation shall subject the responsible Owner and/or violator to any and all remedies available to the Association pursuant to the Marina Bay Documents (as defined in the Declaration), including all rules and regulations promulgated by the Association, and the Homeowners' Association Act (Section 720 of the Florida Statutes). All violations of any of the Rules and Regulations should be reported immediately to the Board or its designees. Violations shall be called to the attention of the responsible Owner(s) and, as appropriate, the violator(s) by the Board or its designees in writing. Disagreements concerning violations shall be presented to and be ruled upon by the Board or its designees in accordance with the Declaration and the Homeowners' Association Act.

G. Enforcement. Failure of an Owner to comply with any Rule or Regulation adopted by the Association shall be grounds for action which may include an action to recover sums due for damages, injunctive relief or any combination thereof. In addition to all other remedies for failure to comply with any Rule or Regulation, the Association may suspend any or all of the rights of an Owner or an Owner's tenants, guests or invitees to use the Association Property and facilities (including, without limitation, the Recreation Tract) as provided in the Declaration. In any actions, the Association shall be entitled to recover any and all court costs incurred by it, together with reasonable attorney's fees, against the responsible Owner(s) and, as appropriate, any violator(s). In addition, and in the sole discretion of the Board, fines may be imposed upon an Owner for failure to comply with any Rule or Regulation. Procedures for the impositions of fines are spelled out in the Declaration and the Homeowners' Association Act.

H. Revocation. Any waivers of the Rules and Regulations and/or consents or approvals in violation of the Rules and Regulations given by the Board shall be revocable at any time and shall not be considered as a waiver, consent or approval of identical or similar situations unless set forth in writing by the Board.

I. No Amendment. The Rules and Regulations contained in this document do not amend any provision of the Declaration. In the event of conflict between the two, the provisions of the Declaration shall prevail.

J. Further Amendment. The Board reserves the right to amend, clarify or alter these Rules and Regulations at any time.

2. COMMITTEE ACTIONS AND REQUIREMENTS

The Declaration specifies multiple Committees and their corresponding responsibilities to assist the Board in various tasks in the management of the Association. Those specified Committees as well as any other Committees as deemed appropriate by the Board shall conform to the following:

1. Each Committee will be established by the Board.
2. Each Owner who desires to join a Committee must submit a completed Committee Member Application to the Board for consideration. The Board will vote to approve or disapprove to appoint the Committee member at a duly noticed Board Meeting. The Board reserves the right to remove a Committee member as they deem appropriate.
3. Each Committee member must sign a Committee Member Responsibility Acknowledgement form upon becoming an approved member.
4. Committees will maintain a roster of active members contact information with the Management Office at all times.
5. Each Committee will appoint a Chairperson. The Chairperson will be selected by a vote of all Committee Members.

6. The Board will delegate tasks to Committees to complete as the Board deems necessary. Committees are not permitted to take on tasks or begin action on behalf of the Association without first receiving approval from the Board.
7. Except as specifically provided within the Declaration, Committees are formed to work in an advisory and research capacity and are not able to make decisions, contractual agreements or financial obligations on behalf of the Association. As per the Declaration, one such exception is the Architectural Control Committee (ACC), which is permitted to approve or disapprove modification applications or inspect modifications for completion and confirm or deny completion of the modification as described in the approved application. The ACC may also modify an application, modify the application process, or, in coordination with the Board, modify deposit and fee amounts, from time to time. Any such changes will be made at a duly noticed meeting. The role of the ACC is discussed further in Section 3.1.
8. Committees will hold meetings from time to time, as necessary to address matters assigned by the Board. These meetings must be attended by a quorum of Committee Members, or they will be considered an unofficial meeting, during which decisions cannot be made. These meetings will be duly noticed, with an agenda posted to the community bulletin board in the mail area, no later than 48 hours prior to the start of the meeting. All residents are permitted to attend the meetings. The format for agenda items and discussion, including resident input, will be in the same format as Board of Directors meetings.
9. Any decisions or recommendations must be made by a formal vote by the majority of a quorum of committee members at a duly noticed meeting.
10. Committees will keep minutes for each Committee meeting. Any votes for recommendations must be recorded in the meeting minutes, such as is required for the Board of Directors Meeting Minutes.
11. Any Committees requiring access to private property (privately owned lots/homes) must provide notice to the Management Office with ample time for a 48-hour notice to be provided to residents.
12. When access to private property is necessary, Committee Members must wear a yellow reflective vest (provided by the Association) at all times. Committee Members are not permitted at any time to enter into a private dwelling. The only exception to this rule is for the ACC to complete an inspection of a completed modification once a formal request for inspection is provided to the Management Office.
13. Should the Committee desire access to the Association owned utility vehicle to conduct business related to a Board requested task, the Committee shall request access to the utility vehicle with the Management Office to allow for it to be properly reserved. There is no guarantee the utility vehicle will be available if a reservation has not been confirmed.

3. ADDITIONS AND ALTERATIONS

As provided in the Declaration, no Owner shall make any improvement, addition or alteration to such Owner's Lot or the exterior of such Owner's Home without the prior written approval of the Architectural Control Committee ("ACC"). All requests for ACC approval of any Improvement (as defined below) must be on the form designated for this purpose by and available from the Association. No changes shall be commenced until such time as the Owner is in receipt of written approval from the ACC.

3.1. Architectural Control Committee (ACC)

All exterior improvements, additions, modifications, decorations or alterations to the Lot or Home (the "Improvement") shall be reviewed by and have written approval given by the ACC. The ACC shall require the submission of plans and specifications showing the materials, color, structure, dimensions and location of the proposed Improvement in sufficient detail to assure compliance with any criteria established for approvals. Submissions shall be accompanied by justification or reasoning for the Improvement and the security deposit, if any, required by the Board to cover the costs of incidental damage caused to Association Property or to an adjacent Lot or Home by virtue of an Owner's construction of improvements, additions or alterations to such Owner's Lot or exterior of the Home. The ACC shall approve or disapprove the request within 45 days from receipt of all requested submission plans and materials. In the event the ACC fails to approve or disapprove a request in writing within 45 days of receipt of all requested plans, materials and information, unless a request is specifically deferred, the request shall automatically be deemed disapproved.

The ACC shall evaluate proposed plans and specifications submitted for its approval based on the architectural guidelines as included within these Rules and Regulations. Additionally, no proposed project shall be approved if, as determined by the ACC, it would either: (i) be detrimental to the appearance of the surrounding area of the Property as a whole; or (ii) result in changes to affected structures that would not be in harmony with the surrounding structures. Based on these objectives, the ACC shall employ the following minimum criteria for approval or rejection of requests:

1. Uniformity of type and design in relation to similar improvements.
2. Comparability of quality of materials as used in existing improvements.
3. Uniformity with respect to color, size and location.
4. Consistency with municipal requirements.

If approved by the ACC, all construction shall be subject to the terms and conditions set forth in the ACC 's approval, Marina Bay Documents and any applicable Governmental Requirements, including, without limitation, obtaining all proper permits.

3.2. General Guidelines for Additions and Alterations

Without limiting the generality of the criteria included within these Rules and Regulations and without curtailing the right of the ACC or the Board in rejecting certain requests or employing judgment in evaluating requests, the following guidelines shall be considered when evaluating requests for Improvements. Note that, even in the event of strict compliance

with the following guidelines, prior approval from the ACC shall be required for each and every of the following items:

A. Painting. The painting, staining or varnishing of the exterior of the Home, including doors and garage doors, may be approved only if the colors and style are consistent with existing improvements. Declarant's original paint color schemes provided to its original purchasers shall be the basis for determining consistency with existing improvements. No Home shall have the same exterior color scheme as either of the homes placed next to it whose front elevation is on the same street frontage. Except for touch-up, maintenance and/or repairs, the Owner of a Twin Villa shall not be permitted to paint any portion of the exterior of their respective Homes and any such painting shall be the same color as the other portion of the Twin Villa building.

B. Metal or Aluminum Roofs. Metal or aluminum roofs shall not be permitted.

C. Temporary Structures. No tents, trailers, shacks, utility sheds or other temporary buildings or structures shall be constructed or otherwise placed on a Lot.

D. Antennae. No antennae, microwave receiving devices, satellite receiving devices, aerials or ham radios shall be placed or erected on any Lot, within any Home or upon any other portion of the Community, except to the extent applicable law requires the Association to permit any such device, in which case such improvement shall be subject to all of the other requirements of Marina Bay Documents and the ACC to the maximum extent permitted by law. Satellite dishes which are reasonable in size (such as one (1) meter (39.37 inches) or less in diameter) may be approved, subject to any rules adopted by the Association relating to the location and effectiveness with respect to concealing their appearance from adjacent lots and rights of way.

E. Driveways. For Twin Villa homes, the driveway shall not be allowed to extend beyond the width of the garage on either side. For Single Family homes, the width of the driveway on the side of the driveway closest to the property line shall not be allowed to extend beyond the outside width of the garage and the width of the driveway on the other side shall not be allowed to extend beyond the walkway to the front entrance. Approval for the refinishing of driveways with brick pavers may be approved only if the colors and styles are consistent with existing improvements and it does not interfere with any existing utilities, as determined by the Association. Owner assumes the responsibility for continued maintenance, repair and replacement of the extended driveway areas. Declarant's original brick paver schemes provided to its original purchasers (on either a standard or optional basis) shall be the basis for determining consistency with existing improvements.

F. Screen Enclosures. Approval for screen enclosures shall be limited to aluminum frame structures which are bronze color only and screen meshes on the enclosure which are a standard dark color (e.g., charcoal, bronze or black). Kick plates may be approved which are no taller than 24 inches above the patio deck. Obscure screen materials shall be prohibited. No enclosures shall be permitted at the front entries if

the proposed structure extends beyond the face of the covered entry, except where functionality of the front door of the home is affected, in which event the enclosure may be extended, but only to the extent the enclosure is no more than 48" from the front door of the Home. No aluminum or flat roofing material shall be permitted. Either the existing roof line may be extended, or a screen enclosure may be installed if approved by the ACC. The composition of all pitched roofs shall be consistent with the composition of the existing roof of such home.

G. Awnings. Awnings may be installed in the rear of the home only. Awnings must be contained entirely within the screened lanai or extend no further than the flooring of an open patio. Awnings must be kept in the retracted position when resident is absent for more than seven (7) days. Owner is responsible for maintaining the awning free of mold, mildew, stains, rust and damage to the fabric or frame. Awning fabric color must be one of the pre-approved fabric colors and patterns on the "Approved Awning Fabric" list. See Appendix A.

H. Exterior Lighting. Seasonal decorative lights, which may only be temporarily displayed from twenty-one (21) days before to seven (7) days after Halloween and from Thanksgiving Day to January 31, between the hours of 8am-12am. All permanent changes to exterior lighting must be approved by the ACC. Approval may be given for lighting fixtures (e.g., coach lights, entry chandeliers and landscape), subject to limited wattage (low voltage lighting). fixture sizes which are to scale with others in Community and fixture styles which are consistent with others in the Community.

I. Above Ground Swimming Pools and Spas. Above ground swimming pools shall not be permitted. Above ground spas shall not be permitted unless the entire spa is located under a covered patio area of the home or within the screen enclosure of the home and the entire base of the spa shall at all times be screened from view by all adjacent Lot Owners and from the street with the use of hedges and/or landscaping.

J. In Ground Swimming Pools. In ground swimming pools must comply with prevailing local and State government requirements and must comply with the requirements as specified herein for "Setback" (item T below) and for "Rear Yard Drainage Swale Easement" (item U below).

K. Screening of Permanent Outdoor Equipment. Some alterations/modifications include the installation of unsightly equipment in locations which may be visible from your neighbor's yard or from the road. Examples of such equipment are pool filtration systems, HVAC equipment, generators, water filtration/purification systems, a platform for trash cans/recycling cans to be stored and other similar items. In the event such equipment must be installed, the equipment shall, at all times, be screened from view by all adjacent Lot Owners and from the street. Screening may include the use of landscaping or hedges, or a combination thereof, as determined by the ACC. Owner shall be required to submit a landscaping/screening plan to show proper

screening of the equipment. Owner shall be responsible to maintain, repair and replace from time to time any landscaping and/or hedges which may be approved as part of the screening requirements. Any screening, including landscape screening must be 48 inches in height from ground level. In the event equipment height exceeds 48 inches, the screening must match the height of the equipment.

L. Fountains and Sculptures Statues and Fountains may be considered for approval if installed with timers and if to scale with the area of installation. Approved fountains may only be installed in the rear yard of an Owner's Lot, but in no event in a manner which obstructs or interferes with the view of a Lake by an adjacent Lake Lot Owner in a material way. No fountain shall be approved or installed which exceeds 48 inches height x 36 inches width. Fountains shall only be permitted to run between the hours of 8AM and 11PM. Sculptures/Statues are counted as one of the three (3) allowable decorative items visible from the road per the limits included under section 4.2 Sculptures/Statues must be no bigger than 48 inches height x 24 inches width x 24 inches depth. Statues must be a natural stone or metal color. All sculptures/statues must be of wildlife or an urn. Any religious or offensive symbols are not permitted. Statues may only be placed within a planting bed or on a solid structure. Statues may not in any manner, obstruct or interfere with the view of a Lake by an adjacent Lake Lot Owner. Sculptures/Statues must be kept clean and whole. Any sculpture/statue which is found in disrepair will need to be removed immediately. The landscape service provider is not responsible for any damage to any sculpture/statue which occurs as a result of maintaining landscape surrounding the statue, unless it is found that the service provider was reckless or negligent. In the event of threatening weather, such as a tropical storm, hurricane or tornado, sculptures/statues must be brought indoors.

M. Mulch Replacement. Only dark brown mulch is allowed. Artificial mulch or mulch of any other color is prohibited. Smooth, round or oval landscaping rocks in sizes of about 4 inches long and about 2.5 inches wide (commonly referred to as riverstone or riverstone stone or river rock) are an acceptable mulch substitute. The stones described must be brown, grey, or black, the same color must be used throughout the landscaping stone area, and a permeable weed barrier must be placed beneath the stones. The use of small stones or pebbles (e.g., crushed granite or pea gravel) for any exposed surface covering is prohibited.

N. Conversion of Garages. Conversions of garages to air-conditioned livable space shall not be permitted.

O. Garage Door Screening. No portion of the opening to any garage door may be covered or enclosed by screen.

P. Outdoor Furniture. Outdoor furniture will be only in the rear yard of a lot or in the covered entryway of the home, provided the Owner assumes the responsibility for maintenance, including the control of mildew, rust, wood rot and deterioration of

equipment components. Outdoor furniture may not in any manner, obstruct or interfere with the view of a Lake by an adjacent Lake Lot Owner.

Q. Solar Panels. Solar panels shall only be installed in a manner consistent with the requirements outlined in Florida State Statutes 163.04.

R. Pergolas. Pergolas may be approved by the ACC, but in no event in a manner which obstructs or interferes with the view of a Lake by an adjacent Lake Lot Owner in a material way. All pergolas must include concrete footers or other mechanism to permanently secure the structure. All pergolas must meet all local and State building code requirements.

S. Propane Storage Tanks for Gas Appliances. No portion of an underground propane storage tank associated with gas appliances shall encroach onto: (a) any Association Property, (b) any other Lot in the Community, (c) any easements benefiting or burdening the Lot including, without limitation, drainage easements, lake maintenance easements and/or lake maintenance access easements, fence and hedge easement, wall and hedge easements, or (d) drainage swales on the Lot. In addition to the foregoing, the location shall otherwise comply with all Governmental Requirements and all applicable setback requirements set forth in the Marina Bay Documents and Governmental Requirements. All applications to the ACC for approval of underground propane storage tanks shall include, in addition to other standard information: (a) the make, model, and propane capacity for the storage tank, (b) an indemnification and hold harmless agreement from the Owner(s) of the Lot in favor of the Association, the ACC and all other Owners, (c) a survey showing the general location and placement of the storage tank. The survey shall depict (i) the size and location of the storage tank and the distances from the Home on the Lot and the Home(s) adjacent to the Lot on the side(s) where the storage tank, and (ii) the location of all easements and applicable setbacks affecting the Lot to show that no portion of the storage tank encroaches thereon. A licensed and insured LP gas contractor must be used to install the underground propane storage tank and any necessary plumbing. The underground propane storage tank must be regularly and properly maintained, repaired and replaced, as applicable, by the Owner of the Lot on which such storage tank is installed. The permanent installation and/or use of above ground propane tanks larger than standard 20-pound portable grill type tanks is strictly prohibited.

T. Setbacks. All Improvements (including, without limitation, pools and screen enclosures) shall comply with all setbacks and other dimensional requirements imposed by the appropriate development order for the Community as well as all other applicable Governmental Approvals. In addition to the setbacks as may be required, the edge of the pool water must be a minimum of five feet (5) from the footprint of the Home, which shall include the covered patio, if applicable.

U. Rear Yard Drainage Swale Easement. Except as expressly provided in this paragraph, and except for any improvements, landscaping and other additions made or installed

by Declarant, no planting, landscaping and/or improvements whatsoever, including, without limitation, pool decks, patios, screen enclosures, hedges, trees, etc. shall be permitted within the rear five (5) feet (the "Rear Yard Drainage Swale Area") of any "Non-Lake Lot" which for the limited purposes of this paragraph is defined to mean a Lot in which no portion of such Lot is abutting any portion of a lake maintenance easement. The Rear Yard Drainage Swale Area is for drainage and flowage of storm water runoff. Notwithstanding the first sentence of this paragraph to the contrary, subject to the prior written approval from the ACC, an Owner of a Non-Lake Lot may install a pool/spa deck, patio and/or screen enclosure within the Rear Yard Drainage Swale Area provided that such pool/spa deck, patio and/or screen enclosure is constructed in a manner that will not cause storm water runoff to discharge therefrom onto any adjacent property (including, without limitation, any adjacent Owner's Lot or Association Property). In that regard, no pool/spa deck, patio and/or screen enclosure to be constructed within a Rear Yard Drainage Swale Area shall be approved by the ACC unless such pool/spa deck, patio and/or screen enclosure is designed and constructed in a manner that will retain all storm water runoff within the Non-Lake Lot including, without limitation, installation of a commercial grade deck drain that will collect such runoff and discharge it to the side yard of the Non-Lake Lot. In addition, each Owner of a Non-Lake Lot shall have the right to seek approval from the ACC for the installation of a fence across the Rear Yard Drainage Swale Area to the rear property line of such Owner's Non-Lake Lot, subject to the terms and conditions of the Marina Bay Documents and the prior approval of the-ACC.

V. Irrigation Modifications. Owners shall be responsible to complete any irrigation system modifications that may be required to accommodate their addition or alteration project. Should such modifications be required, the ACC will identify the allowable contractor(s) for the Owner to employ. Irrigation modifications by anyone else are not allowed.

W. Review and Inspection Fees. The ACC may set, establish and charge fees ("Review and Inspection Fees") for, among other things, processing Owner's request for proposed Improvements, review of the plans and specifications for proposed Improvements and inspection of the Improvements constructed by an Owner, which review and inspection may be performed by third parties. The ACC may require such Review and Inspection Fees be paid in advance (i.e., at the time of submission of the Owner's application). In the event any Review and Inspection Fees remain unpaid by an Owner, in addition to the other rights of the Association, the ACC shall have the right, at its option, to: (i) not release the security deposit described below until all Review and Inspection Fees have been paid, or (ii) deduct all unpaid Review and Inspection Fees from any security deposit required to be paid by such Owner. In addition (and in addition to any other remedies under and pursuant to the Marina Bay Documents for a failure of an Owner to perform Owner's obligations), if any Review and Inspection Fees are not paid by an Owner, the Board may levy an Assessment against such Owner for such unpaid Review and Inspection Fees, and said Assessment shall

constitute a lien upon the applicable Lot and Home with the same force and effect as liens for Operating Expenses.

X. Security Deposit. Any Owner desiring to make Improvements may be required by the

Y. ACC, depending upon the Improvements being requested and the manner of installation of such Improvements, to provide to the ACC, at the time of the Owner's submission of plans and specifications for review and approval by the ACC, a security deposit in an amount determined by the Board (initially, Five Thousand and No/100 Dollars ($5,000.00)) to cover costs of incidental damage caused to Association Property or to an adjacent Lot or Home by virtue of such Owner's construction of Improvements and/or (b) a certificate of insurance from the contractor and/or subcontractor which shall include: (i) general liability insurance for a minimum of one (1) million dollars and name Marina Bay Homeowners Association, Inc, as an "Additional Insured", and (ii) workers compensation or a state of Florida workers compensation exemption.. The ACC shall have the sole and absolute discretion to determine whether a security deposit and or certificate of insurance is required for the improvements being requested. The amount of the security deposit and/or insurance required may be increased or decreased as may be determined by the Board from time to time.

3.3. Additional Guidelines for Additions and Alterations - Fences

Without limiting the generality of the criteria included within these Rules and Regulations and without curtailing the right of the ACC or the Board in rejecting certain requests or employing judgment in evaluating requests, the following guidelines shall be considered when evaluating requests for fences. Note that, even in the event of strict compliance with the following guidelines, prior approval from the ACC shall be required for each and every fence installation:

1. Bronze aluminum rail fencing shall be the only permissible type of fencing on the Lots within the Community. Fence heights shall be four (4') feet in height, with pickets spaced no closer than three (3") inches on center, no further apart than four (4) inches on center and no thicker than one (1") inch, unless otherwise required by the Governmental Requirements.
2. No style of wood, PVC or chain link fence shall be approved.
3. An Owner of a Twin Villa Lot who desires to install a fence along the property line shared with the adjoining Twin Villa, shall be required to submit a consent form to the ACC from the Owner of the adjoining Twin Villa approving the installation of the requested fence.
4. Owners shall not be permitted to attach any items or objects to a fence without prior written approval from the ACC.
5. The Association may require in its sole discretion the planting of landscaping in conjunction with the installation of a fence.
6. Except as expressly permitted in the Declaration and/or these Rules and Regulations, no fence shall be approved or installed which encroaches into

Association Property or other Lots, lakes, lake maintenance easements, lake maintenance access easements and/or open spaces.

7. No fence shall be approved which is not set back a minimum of 10' feet back from the front wall of the Home and at least 5' feet back from the sidewalk where applicable. No fences shall be attached to a neighbor's home. In considering requests for fence installations, the following may be taken into consideration: locations of air conditioning units; locations of garage access doors; and positions of adjacent Homes.
8. No fence shall be approved which extends in front of the front corner of a neighbor's Home where the two Homes are immediately adjacent to each other and where both Homes face the same direction. No fence shall be installed within the Fence Restricted Areas. The Fence Restricted Areas include (a) the area between the front of a Home and Street, Drive or Roadway at the front of the Lot on which the Home is situated, (b) any utility easement, and/or (c) any Lake, Lake Maintenance Easement and/or Lake Maintenance Access Easement.
9. For fences installed on corner Lots whose rear property line is common with the adjacent Lot's side property line and/or whose side property line is adjacent to or visible from a road, a landscape hedge must be installed on the outer side of the fence within the Lot to provide screening. For fences installed on corner Lots whose side property line is adjacent to a street or road, no fences shall be permitted to cross or be installed within any utility easement which runs along such side property line without the approval of the ACC and the utility company occupying the easement.
10. For any fence, if approved, the Owner shall be responsible for the costs associated with any required removal, repair and/or replacement if that fence is erected on or adjacent to a lot line common with a Lot where the house is not yet under construction or, if under construction, not yet closed to the new Owner.
11. For Lots with drainage easements, fence must have removable sleeves. The approval and execution of fence removal and indemnification agreement with the Association shall be required.
12. For any fence, if approved, the Owner shall be responsible to meet all City of Fort Myers requirements and criteria including, but not limited to, proper permitting and surveying.
13. For any fence, if approved, the Owner shall assume the responsibility to maintain the fence, including trimming any grass or other plants from the fence.
14. Except as otherwise provided in the Declaration, no fence shall be approved which: (i) attaches to the boundary or perimeter fence or wall located within any Open Space Area or other Association Property; or (ii) would otherwise fence-in or enclose any portion of an Open Space Area or other Association Property.
15. In accordance with the Declaration, an Owner who elects to install a fence on any portion of such Owner's Lot shall be required to install access gates in locations approved by the ACC which provide adequate and sufficient access to the Association to perform the maintenance obligations. Such gates shall be five (5')

feet wide and may be located in the front, rear and/or both sides of the Lot, as determined by the ACC. The approval of gate locations can be impacted by different factors, including but not limited to, neighboring fences, lot lines, easements, swales, landscape placement, and other potential impacted areas, which must be assessed on a lot-by-lot basis. In the event that access to any portion of a Lot by the Association becomes inaccessible or is impeded in any manner, the Owner of such Lot shall assume the full the responsibility for the maintenance and care of the lawn and landscaping located within that portion of the Lot which is inaccessible to the Association, and the Association shall have no further responsibility to do so as long as the Lot remains inaccessible or access is impeded. This maintenance includes, by way of example and not limitation, cutting of the grass, maintaining of the irrigation system, fertilization, spraying, mulching, edging and replacement of sod. There shall be no reduction in the Association assessments for the Owner in return for the preceding maintenance obligation assumed by the Owner. In addition, Owners of a Lot to which access by the Association is impeded shall be responsible to cutting and maintenance of any hedge located with Association Property which is immediately adjacent to such Owner's Lot.

16. To the extent a hedge is required to be installed as part of the fence approval issued by the ACC, or in the event an Owner desires to install a hedge in lieu of a fence, such hedge shall be subject to the same rules as fences as provided herein and must comply with all fencing guidelines contained within the Marina Bay Documents, including, without limitation, rules regarding providing access along the front and sides of the Lot for access by the Association to perform the Association's maintenance obligations, and any and all height and location restrictions.

3.4. Additional Guidelines for Additions and Alterations – Permanent Generators

Without limiting the generality of the criteria included in these Rules and Regulations and without curtailing the right of the ACC or the Board in rejecting certain requests or employing judgment in evaluating requests, the following guidelines shall be considered when evaluating requests for a permanent emergency generator and any underground propane storage tank and other appurtenances applicable to the permanent generator (collectively, a "Generator System"). Note that, even in the event of strict compliance with the following guidelines, prior approval from the ACC shall be required for each and every installation of a Generator System on a Lot:

A. Location. No above-ground portions of a Generator System shall be permitted to be installed within any portion of the front yard of a Lot. No portion of a Generator System shall encroach onto: (a) any Association Property, (b) any other Lot in the Community, (c) any easements benefiting or burdening the Lot including, without limitation, utility easements, drainage easements, lake maintenance easements, lake

maintenance access easements, or (d) drainage swales on the Lot. In addition to the foregoing, the locations of the various components of the Generator System shall otherwise comply with all Governmental Requirements. The location of the Generator System shall also comply with all applicable setback requirements set forth in the Association Documents and Governmental Requirements.

B. Application Submittals. All applications for Generator Systems shall include, in addition to other standard information: (a) the make, model, propane capacity and sound level ratings for all components of the Generator System, and (b) an indemnification and hold harmless agreement from the Owner(s) of the Lot in favor of the Association, the ACC and all other Owners. With the application for installation of a Generator System, the Owner shall be required to submit a survey to the ACC showing the general location and placement of all components of the Generator System, including any underground propane storage tank. The permanent installation of an above ground propane tank larger than standard 20-pound portable grill type tanks is not allowed. The survey shall depict (i) the location of all components of the Generator System including, without limitation, the storage tank and the distances from the Home on the Lot and the Home(s) adjacent to the Lot on the side(s) where the Generator System or any portion thereof is to be installed, (ii) the size and layout of the slab that the physical generator will be installed on, (iii) the location of all easements and applicable setbacks affecting the Lot to show that no portion of the Generator System encroaches thereon, and (iv) the location and size and species of any screening to be installed to screen the above-ground portions of the Generator System as required below.

C. Screening. Generators shall at all times be screened from view by all adjacent Lot Owners and from the street. Screening may include the use of landscaping or hedges, or a combination thereof, as determined by the ACC. Owner shall be required to submit a landscaping/screening plan to show proper screening of the Generator. Owner shall be responsible to maintain, repair and replace from time to time any landscaping and/or hedges which may be approved as part of the screening requirements for the Generator System. Any screening, including landscape screening must be 48 inches in height from ground level. In the event equipment height exceeds 48 inches, the screening must match the height of the equipment.

D. Noise Mitigation. As per the Board's authority to disallow any improvement that, as determined by the Board would result in loud noises under the Nuisances clause of the Declaration, the ACC, on behalf of the Board, may require the inclusion of specific noise mitigation equipment as a condition for approval of a permanent generator installation. The equipment sound rating cannot exceed 75 decibels.

E. Compliance with Governmental Requirements. For any Generator System approved by the ACC, the Owner shall at all times be responsible to comply with all Governmental Requirements relating to the installation and use of the Generator System including, without limitation, applicable setback requirements and maximum sound level restrictions. In that regard, all approvals for a Generator System shall

require the Owner to obtain all necessary building permits and other approvals required by the Governmental Requirements. Regardless of an approval by the ACC, no Generator System may be installed or used without such building permits and approvals. No portion of an Owner's Security Deposit shall be returned to an Owner unless and until evidence satisfactory to the ACC of such compliance with Governmental Requirements has been delivered to the ACC.

F. Underground Propane Tanks and Plumbing. A licensed and insured LP gas contractor must be used to install any underground propane tank and any necessary plumbing.

G. Maintenance. All Generator Systems must be regularly and properly maintained, repaired and replaced, as applicable, by the Owner of the Lot on which such Generator System is installed.

H. Required Removals. For any Generator System, if approved, the Owner shall be responsible for the costs associated with any required removal, repair and/or replacement if the Generator System is erected on or adjacent to a lot line common with a Lot where the house is not yet under construction or, if under construction, not yet closed to the new Owner.

I. Limitations. Not all Lots in the Community may be able to have Generator System installed thereon due to, among other things, the Governmental Requirements, applicable setback requirements, location of easements and the configuration of the Lot. Accordingly, even if an application for a Generator System is approved by the ACC, there is no guarantee that a particular Lot will accommodate a Generator System thereon. Accordingly, each Owner shall be responsible to confirm that their Lot can accommodate a Generator System prior to making application to the ACC and/or applying for any necessary permits and approvals.

3.5. Additional Guidelines for Additions and Alterations – Trampolines, Recreational & Play Equipment

These Rules and Regulations regarding the use and location of trampolines, recreational & play equipment are designed for the mutual benefit of all Owners. The mere fact that the Association has established rules regarding the use of trampolines, recreational & play equipment on privately owned Lots should not be read, viewed, understood or taken as Association approval of the use or placement of any trampoline.

A. Approval. No trampoline, recreational & play equipment shall be installed or otherwise placed on the Lot of any Owner without the Owner first applying and receiving approval from the ACC. All applications for a trampoline, recreational & play equipment shall include, in addition to other standard information (a) the make, model and specifications of the trampoline, (b) a picture of the proposed trampoline, recreational & play equipment (c) the intended designated location for placement of the trampoline, recreational & play equipment on the Lot, and (d) such other

requirements as may be set out herein, and/or as requested by the ACC and/or the Board. The ACC, in its sole discretion, may, upon application of any Owner in accordance with this Rule, permit the trampoline, recreational & play equipment to be placed on the Owner's Lot. Each submission will be evaluated separately, on a case-by-case basis. The approval by the ACC of placement of a trampoline, recreational & play equipment on an Owner's Lot does not prohibit the Board or ACC from denying the placement of a trampoline, recreational & play equipment on another Owner's Lot under similar circumstances. All ACC approvals are and shall remain contingent upon each Owner ensuring that upon issuance of a tropical storm, hurricane or severe weather watch or warning, the approved trampoline, recreational & play equipment will be stored indoors.

B. Trampoline Materials. All trampolines must be constructed with heavy duty steel tubing and must not show rust on the exterior. All trampolines must include a fixed safety net designed to prevent a user from falling off the trampoline. All trampolines must be capable of being stored indoors.

C. Dangerous Activity; Hold Harmless. By submitting a request to the ACC to review and approve the placement of a trampoline, recreational & play equipment on a Lot, the Owner shall be deemed to have automatically recognized and agreed that use of a trampoline, recreational & play equipment is an inherently dangerous activity, and the ACC's approval of the placement of the trampoline, recreational & play equipment is in no way an indication of acceptance of responsibility for, or liability by, the Association. By submitting such request to the ACC, the Owner shall be deemed to have automatically agreed, by virtue of such request, to release, hold harmless and indemnify the Association and its officers, directors and members, the ACC and its members, and the Declarant for any and all claims, damages, losses, judgments, liabilities, injuries (including personal injuries and/or death), fees, costs, and expenses including, without limitation, reasonable attorneys' fees, expert fees, and costs at all trial, appellate and post-judgment levels and proceedings arising from or related to the use and/or placement of the trampoline.

D. Trampoline Use. Use of a trampoline by anyone under the age of eighteen (18) is prohibited without adult supervision. No trampoline may be used unless a fixed safety net is properly installed and in use.

E. Trampoline, Recreational & Play Equipment Placement. The placement and use of a trampoline, recreational & play equipment is only permitted in the back yard of the Lot. No trampoline, recreational & play equipment is, or shall be, permitted on a Lot that is not completely fenced in. No trampoline, recreational & play equipment shall be located within any required setback, and/or easement including, but not limited to, the lake maintenance, utility, drainage or access easements.

F. No Maintenance/Replacement of Sod under Trampoline, Recreational or Play Equipment. By submitting a request to the ACC to review and approve the placement of a trampoline, recreational & play equipment on a Lot, the Owner shall be deemed

to automatically agree that the Association shall not have any responsibility for the maintenance and care, mowing, fertilization, repair and/or replacement of sod located under the trampoline, recreational & play equipment, all such responsibilities thereafter being the responsibility of the Owner of the Lot.

G. Remedies. In the event the Owner does not properly care for or otherwise maintain the approved trampoline, recreational & play equipment and the area immediately adjacent to and/or under the approved trampoline, recreational or play equipment, then, after five (5) business days written notice sent to the Owner, the Association shall have the right, but not the obligation, to remove the approved trampoline, recreational & play equipment from the Owner's Lot and dispose of the removed trampoline, recreational or play equipment in a proper trash receptacle and/or the Association may perform such lawn care maintenance around and under the trampoline, recreational or play equipment and charge the Owner for such service. All fees and costs related to the enforcement of these rules, including, without limitation, attorneys' fees, trash disposal, and lawn maintenance and care, shall be collectible from the Owner by the Association in a manner similar to Assessments including, without limitation, the right to lien and foreclose the Owner's Lot.

4. MAINTENANCE AND APPEARANCE OF HOMES

4.1. General.

Each Owner shall keep and maintain such Owner's Home and Lot in good order, condition and repair, and shall perform promptly all maintenance and repair work within the Home and Lot which, if omitted, would adversely affect the Community, other Owners or the Association. Maintenance obligations are more fully defined in the Declaration.

A. Personal Property. The personal property of an Owner or of an Owner's tenant shall be stored inside such Owner's Home or garage and not be visible to adjacent neighbors or from Association Property.

B. Hurricane Season. Each Owner who plans to be absent from such Owner's Home during the hurricane season for more than 7 days, shall prepare the Home and Lot prior to departure by removing all furniture, potted plants and other movable objects, if any, from the covered patio and/or screen enclosure area and from the outside of the Home. However, for the roofed lanai area only, items may remain therein if the perimeter of that roofed lanai is fully protected by approved hurricane screens. The Owner shall also designate a responsible firm, person or individual care for the Home and Lot should it suffer hurricane damage.

C. Hurricane Shutters. ACC approval is required prior to commencing the installation of any hurricane shutters. For permanent hurricane shutters, the color must be consistent with the exterior color scheme of the home. Hurricane shutters may

cover window or door openings up to five (5) days before a storm is projected to impact Marina Bay, and up to five (5) days after a storm has made impact. This is not inclusive of hurricane shutters or hurricane screens which are installed within the footprint of a caged lanai. The shutters or hurricane screens within the caged lanai can be installed throughout the entirety of hurricane season (June 1st – November 30th). The Board has the ability to alter the duration of time allowed to install or remove shutters during a state of emergency.

D. Window Décor. Window treatments (drapery, blinds, decorative panels or other tasteful window coverings) are permitted. No newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding two (2) weeks after an Owner first moves into a Home, or when permanent window treatments are being cleaned or repaired.

E. Landscape Material. No trees, shrubbery or landscaping shall be removed from, altered or added to Lots without the prior written consent of the ACC, other than for the replacement of a plant with an identical plant of similar size. No additional trees, shrubbery or landscaping are permitted to be planted by an Owner on the Lot without the prior written consent of the ACC. Annuals in flower beds, which were previously approved to be installed by the ACC, can be replaced with other annual flowers without requiring additional approval.

F. Landscaping Changes. Any plans for landscape improvements or alterations shall be submitted for approval to the ACC. No landscaping shall be installed on Lake Lots which shall materially interfere with the view of the lake by the immediate neighbor who is also a Lake Lot Owner. Approval by the ACC for landscaping on a Lake Lot may be conditioned upon the Owner agreeing to trim such hedge(s) should the hedge(s) later be found to create a material obstruction of a lake view. In the event the Owner fails to trim the obstructing hedge(s) within fourteen (14) days following receipt of written notice by the Association to do so, then the Association shall have the right, but not the obligation, to trim such hedge(s). The costs associated with such hedge trimming performed by the Association will be charged as an assessment against the Owner's Lot.

G. Alteration of Drainage. No sod, topsoil, fill or muck shall be removed from Lots without the prior written consent of the ACC. No change in the condition of the soil or the level of land shall be made which would result in any permanent change in the flow or drainage of surface water within the Community or on the Lot.

H. Basketball Hoops. No permanent basketball hoops are permitted to be installed on the Lot. Temporary or mobile basketball hoops shall not be permitted except for temporary moveable units that are stored in a garage when not in use. When in use,

units must be located such that the base and rim are entirely within the Lot and not in the right-of-way bounding the Lot.

I. Bicycles. All bicycles, other than those which are being used, shall be stored within the Owner's Home.

4.2. Decorative Items

The following shall apply for decorative items placed outside of the home and that are visible from either the frontage of the owners lotor from an adjacent owner's lot:

1. Decorative items, such as sculptures/statues, wall mounted décor, garden flags yard stakes or any other item intended to enhance or decorate the exterior of the home will be limited in size, color, subject matter, material, placement and quantity. Potentially divisive content including but not limited to any religious, political, sports theme or offensive symbols is specifically prohibited. American flags on a flagpole or mounted to the home are not considered a standard decorative item and separate guidelines apply.
2. Standing decorative items may only be placed within a planting bed or on a walkway, private sidewalk, driveway, patio or cement/paver entryway platform.
3. Decor may not in any manner, obstruct or interfere with the view of a Lake by an adjacent Lake Lot Owner. All decorative items must be kept clean, rust free and whole. Any decor which is found in disrepair will need to be removed immediately. The landscape service provider is not responsible for any damage to any decor which occurs as a result of maintaining landscape surrounding the item, unless it is found that the service provider was reckless or negligent. In the event of threatening weather, such as a tropical storm, hurricane or tornado, all must be brought indoors.
4. Wall mounted décor must be properly secured to the home to prevent the item from falling or coming loose under any circumstance.
5. Wall mounted décor can be no larger than 36 inches x 36 inches.
6. Each home/lot is limited to five (5) decorative items visible from the road. This quantity is inclusive of all décor and not a limitation of each décor type.
7. Rugs and mats of any type are only permitted immediately in front of the entry door or on the patio/caged lanai. Rugs and mats of any type or size are not permitted on the walkways, sidewalks, driveway or any other part of the lot other than the locations described above.
8. Each home/lot is limited to five (5) decorative items in the rear of home, outside of the screened lanai. If there is no screened lanai, the limitation of decorative items applies even to those kept on an open patio. This quantity is inclusive of all décor and not a limitation of each décor type.
9. Owners are permitted to place décor within their screened lanai without quantity limitations.

10. Garden flags, such as those hanging on a metal post or frame, shall be limited to 13 inches width x 18 inches height. Such flags can only include content that is typical of garden or applicable holiday themes. The official flags of US military services are permitted.
11. Display of holiday themed items are not included in the quantity limits on decorative item displays. Holiday themed décor is only allowed from twenty one (21) days before to seven (7) days after Halloween and from Thanksgiving Day to January 31.
12. As per Florida Statute 720.304 (2)(a), owners may display one portable, removable official flag of the United States or the official flag of the State of Florida in a respectful manner, or may display both such flags. A second portable, removable official flag which represents the United States Army, Navy, Air Force, Marine Corps, Space Force, or Coast Guard, a first responder flag (as defined by 720.304 (2) (a)), or a POW-MIA flag, may also be displayed in a respectful manner. All such flags can be no larger than 4 ½ feet by 6 feet and no flag can be larger than the official flag of the United States.
13. Any Owner may erect a freestanding flagpole no more than 20 feet high on any portion of the homeowner's real property, so long as the flagpole does not obstruct sightlines at intersections and is not erected within or upon an easement. The homeowner may display flags from such a flagpole as per item 12 above. The flagpole and display are subject to all building codes, zoning setbacks and other applicable governmental regulations, including, but not limited to, noise and lighting ordinances in the county or municipality in which the flagpole is erected and all setback locational criteria contain in the governing documents, as provided for in State Statutes 720.304 (2)(b). As with all additions and alterations, the addition of a flagpole must undergo review and approval through the Architectural Control process.
14. In the event potted plants are interfering with the landscape service provider's ability to service a property, the resident will be asked to adjust the placement of the pots before the provider will continue their efforts.
15. Decorative items are not permitted if they would allow for standing water.
16. The covered entry ways to each home are not limited by the decoration restrictions.

4.3. Landscape Maintenance and Placement

A. Artificial Plantings. Wreaths may be mounted to the exterior of front doors as long as they are compliant with the allowable display times and other Decorative Item requirements cited in paragraph 4.2. All other plastic, rubber, silk, or other artificial flowers, shrubs, or trees are prohibited on any portion of the exterior of any home.

B. Edible Plantings. No edible plantings shall be kept outside of an enclosed, screened lanai. This includes, but is not limited to fruit trees, bird/wildlife feeders and potted

edibles. Within an enclosed, screened lanai, potted edibles, as listed on the Marina Bay plant list, are permitted.

C. Potted Plants. Potted plants kept outside of the home and outside of an enclosed, screened lanai are limited to ornamental plants which complement the landscaping around the home and that do not interfere with the contracted landscape maintenance. Each such plant must be kept in a neat, clean and unbroken decorative pot and must be kept healthy, trimmed, fertilized, bug and disease free. Potted plants must be removed and stored by the homeowner(s) during any threatening weather conditions.

D. Location and Quantity Limitations. The following restrictions shall apply:
   1. Potted plants are not permitted to hang from trees.
   2. Plants, pots or decorative items are not permitted to be placed on any utility access cover (e.g., sewer, water, electric).
   3. In landscape beds that are visible from the street, no plant hooks, including shepherd's hooks, are permitted.
   4. A maximum of six (6) potted plants may be visible from the street. Seven (7) potted plants are permitted for homes with three (3) garage doors. Two (2) potted live plants are permitted in the plant beds (pot/urn max size 2ft height by 2ft diameter). Two (2) potted live plants are permitted flanking the garage doors. Three (3) potted live plants are permitted if the home has three (3) garage doors. Walkway and landing outside entry doors are allowed two (2) potted live plants.
   5. All potted plants must be placed within planting beds or on hard surfaces (e.g. resident walkway, landing outside of entry doors)
   6. In the event potted plants are interfering with the landscape service provider's ability to service a property, the resident will be asked to adjust the placement of the pots before the provider will continue their efforts.

E. Landscape Borders. Landscape borders of natural stone or masonry (e.g., concrete curbing, stone, brick or decorative block) are permitted, but only if securely cemented or otherwise permanently fastened together. Landscape borders shall not be placed in areas that will prevent lawnmower access, cause drainage issues for adjacent properties or exceed a height of six (6) inches over the level of the landscape bed. Landscape maintenance service providers will not be held responsible for damages to landscape borders of any type.

5. TRASH AND OTHER MATERIALS

1. No rubbish, trash, garbage, refuse, tree limbs, grass clippings, hedge trimmings or other waste material ("Trash") shall be kept or permitted on the Lots or Association Property except in sanitary self-locking containers (landscape debris may be placed in yard waste bags) located in appropriate areas (i.e., areas not visible from the street or any other Lot other than at times of scheduled curbside

trash pick-up). For curbside pick-up, trash shall be placed in sanitary self-locking containers.

2. Trash that is required to be placed at the front of a Lot in order to be collected may be placed and kept at the curb after 5PM on the day before the scheduled day of collection, but not sooner. Any trash containers shall be removed after pick-up on the day of collection.
3. No odors shall be permitted to arise from Trash containers so as to render any portion of the Community unsanitary, offensive or a nuisance to any Owners, to the Association Property or to any other property in the vicinity.
4. No stripped-down vehicles, lumber or other building materials, grass, tree clippings, metals, scrap, automobile pieces or parts, refuse or Trash shall be stored or allowed to accumulate on any portion of the Community.
5. Each Owner shall regularly pick up all Trash around the Home and Lot.

6. PARKING AND VEHICULAR RESTRICTIONS

6.1. General Provisions

The following general provisions on parking and vehicular restrictions shall apply:

1. Parking shall only be permitted on driveways, inside garages or in areas specifically designated as "parking areas" by the Association. No parking on the streets or swales is permitted.
2. No vehicle parked in the driveways shall be positioned in such a manner as to hinder, impede or obstruct traffic on the streets of the Community.
3. Only vehicles belonging to authorized persons while actively using the Recreation Tract are permitted to be parked in the Recreation Tract parking lot. The parking spaces in the Recreation Tract shall not be utilized for parking other than during periods of use of the Recreation Tract by the vehicle's owner.
4. No commercial vehicles, or campers, mobile homes, motorhomes, house trailers or trailers of every other description, recreational vehicles, boats, boat trailers, horse trailers or vans, shall be permitted to be parked or to be stored at any place on the Common Areas or Lot, except ~~in~~ under the following conditions: (i) within enclosed garages and with the garage door closed, (ii) within spaces for some or all of the above specifically designated by the Association, if any, For purposes of this Section, "commercial vehicles" shall mean those which are not designed and used for customary, personal/family purposes. The absence of commercial-type lettering, or graphics shall not be dispositive as to whether it is a commercial vehicle; however, the presence of such graphics or lettering shall create a presumption that the vehicle is commercial unless otherwise determined by street in compliance with the Board. The prohibitions on street parking provisions contained in this Section shall not apply to temporary parking of trucks and commercial vehicles, such as for temporary construction use or providing pick-up and delivery and other commercial services, nor to passenger-type vans with windows for personal use which are in acceptable condition in the sole opinion of

the Board (which favorable opinion may be changed at any time), nor to any vehicles of the Declarant or its affiliates. All Owners and other occupants of Homes are advised to consult with the Association prior to purchasing, or bringing onto the Lot, any type of vehicle other than a passenger car inasmuch as such other type of vehicle may not be permitted to be kept within the Community.

5. No repairs of vehicles shall be made within the Community unless the repairs take less than twenty-four hours. The only exceptions to the preceding shall be: (a) emergency repairs; and, (b) repairs made within the garage of the Home and with the garage door closed.
6. Disposal of drained automotive fluids is not allowed within the Community.
7. Vehicles which cannot operate under their own power and/or which remain within the Community for more than seventy-two (72) hours shall be towed at the Owner's expense, unless parked on the Owner's driveway or inside the Owner's garage.
8. All vehicles shall be kept in proper operating condition so as not to be a hazard or a nuisance by noise, exhaust emission, appearance or otherwise.
9. No Owner shall keep any vehicle on the Lot which is deemed to be a nuisance by the Board.
10. No Owner shall perform restorations of any motor vehicle, boat or other vehicle within the Community unless made within the garage of the Home and with the garage door closed.
11. Car washing shall be permitted only on an Owner's driveway.
12. Owners shall maintain a current registration and all required insurance coverages for all vehicles parked within the Community.
13. The operation of motorized scooters, go-carts, and other non-licensed or non-registered vehicles shall be prohibited in the Community except: (a) non-licensed and non-registered wheelchair or similar vehicles may be used for the transportation of disabled persons; and (b) golf carts which may be operated within the Community in accordance with the rules and regulations set forth herein.
14. All persons shall drive safely and extra careful around bicycles, golf carts, and other authorized motorized vehicles. You **MUST STOP** for any pedestrian crossing any street or driveway. Use extra caution and be prepared to yield whenever approaching children. Passing of any moving motorized vehicles is not allowed under any circumstances. Adhere to all Stop Signs. Signal for all turns. Never exceed the community-wide 25MPH speed limit. Slow down well below that speed near parked vehicles or pedestrians. Watch for cars exiting driveways, obstacles may limit visibility. Reckless driving, speeding, or traffic violations will not be tolerated.
15. Subject to applicable laws and ordinances, the Board may have any offending vehicle parked in violation of these rules towed at the sole expense and risk of the Owner of the vehicle. The Board or Declarant shall not be liable to the Owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act,

by reason of such towing. The Board may also pursue other applicable remedies for violations, including, but not limited to, fines, suspension of common area use rights, and legal action.

6.2. Golf Carts

Special provisions for golf carts are as follows:

1. As per Florida statute 316.212, a golf cart may not be operated on any Marina Bay common property by a person:
   (i) Who is under 18 years of age unless he or she possesses a valid learner's driver license or valid driver license.
   (ii) Who is 18 years of age or older unless he or she possesses a valid form of government-issued photographic identification.
2. Golf cart usage within Marina Bay may be subject to additional restrictions imposed by the Fort Myers Police Department or other law enforcement entities. It is the responsibility of the owner/operator to comply with any such restrictions.
3. No gasoline-powered golf carts shall be operated within the Community, except as may be owned and operated by the Declarant or the Association. All other golf carts shall be powered by electricity or by similar non-combustion means. When not in use, golf carts shall be parked or stored within the garage of the Home and with the garage door closed. Golf carts may only be operated upon the paved roadways located within the Community. Operators of golf carts shall abide by all traffic regulations applicable to vehicular traffic and shall operate their golf cart in accordance with all manufacturers' and other safety recommendations.
4. The operator shall not impede the flow of traffic. The Association may restrict, prohibit or regulate the use of golf carts upon heavily traveled roadways within the Community if the Association determines such use is incompatible with the normal and safe movement of traffic.
5. Golf carts may be operated only during the hours between sunrise and sunset, unless the golf cart is equipped with headlights, brake lights, turn signals and a windshield.
6. Each owner of a golf cart operated within the Community shall keep the golf cart in good condition and appearance.
7. Each golf cart shall be equipped with efficient brakes, reliable steering apparatus, safe tires, a rearview mirror and red reflectorized warning devices in both the front and rear.
8. No owner of a golf cart may modify their golf cart in a manner that affects the recommended mode or operation, speed or safety of the vehicle. Appropriate written warnings and/or violations will be issued where deemed appropriate or necessary by the Association. The issuance of two written warnings or violations

will suspend an Owner's golf cart privileges for one year. Five such warnings and/or violations within one year will permanently revoke such Owner's golf cart privileges within the Community.

9. All Owners, their family members, guests, invitees and tenants will obey the parking regulations imposed and/or posted by the Association in the private streets, parking areas and drives, and any other traffic regulations promulgated in the future, for the safety, comfort and convenience of Owners. Each Owner (regardless of whether the Owner is the operator) and each operator of a golf cart (regardless of whether they are owner of the golf cart) will be responsible, jointly and severally, for any and all damage to property and injuries to persons (including death) caused by and/or resulting from its ownership and/or operation of a golf cart in the Community. Accordingly, EACH SUCH OWNER AND OPERATOR, JOINTLY AND SEVERALLY. SHALL AND HEREBY AGREES TO, INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION, THE BOARD, AND THE OTHER MEMBERS OF THE ASSOCIATION, FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, DEMANDS, SUITS, ACTIONS, CAUSES OF ACTION, LIABILITIES (INCLUDING, WITHOUT LIMITATION, PROPERTY DAMAGE, PERSONAL INJURY AND/OR DEATH), JUDGMENTS, DAMAGES (INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL OR PUNITIVE DAMAGES), FINES, LIENS, ENCUMBRANCES, PENALTIES, COSTS AND EXPENSES OF WHATEVER NATURE OR KIND (INCLUDING, WITHOUT LIMITATION, LEGAL FEES) RELATED TO, ARISING OUT OF AND/OR RESULTING FROM THE OWNERSHIP, OPERATION, MAINTENANCE AND/OR USE OF A GOLF CART IN THE COMMUNITY.
10. The operation of go-carts, and other non-licensed or non-registered vehicles shall be prohibited in the Community except: (a) non-licensed and non-registered wheelchair or similar vehicles may be used for the transportation of disabled persons; and (b) golf carts which may be operated within the Community in accordance with the rules and regulations set forth herein.
11. Any owner who chooses to operate a golf cart on Association roadways must register the golf cart with the management office. A registration form must be completed and will require a photo of the golf cart, along with the make, model, color, and insurance information. A registration fee is required. The amount of the registration fee is determined by the Board.

6.3. Bicycles

All bicycles operated within the community must comply with all applicable government bicycle regulations (e.g., under Florida statute 316). Additionally, whether specified by such bicycle regulations or not, the following rules shall apply:

1. No bicycle may be used to carry more persons than the number provided by its design or equipment. This requirement, however, does not apply in the case of (i) an adult securely carrying a child in a backpack or sling; or (ii) a child under four

years of age weighing 40 pounds or less in a seat or carrier designed for that purpose.

2. Bicycles that are operated on the sidewalk must provide an audible warning when approaching pedestrians from behind, must yield to pedestrians, and must not exceed a speed of 5 MPH around pedestrians.
3. Bicycles must not be operated within three (3) feet of any parked vehicle. Upon approaching a vehicle parked on the right, bicycle riders, after yielding to any vehicle traffic approaching from behind, must move to the left to stay at least three (3) feet away from all parked vehicles.
4. Bicycle speed must be controlled as may be necessary to avoid colliding with any person, vehicle, or object.
5. Bicycle riders must obey all Stop Signs by coming to a complete stop before proceeding or turning.
6. On all roadways, bicycles must only be operated in the same direction of travel as motorized vehicles. Bicycles may only travel directly adjacent to the curb on Silver Ridge Blvd and may only cross Silver Ridge Blvd at intersections after coming to a full stop and yielding to any oncoming traffic.
7. Bicycle riders must yield to pedestrians within a crosswalk.
8. Bicycles emerging from driveways shall stop immediately prior to a sidewalk crossing or roadway and shall yield to all pedestrians and any oncoming vehicle.
9. No bicycle may be operated between sunset and sunrise without proper lighting equipment including a front lamp with a white light visible for 500 feet to the front and a blinking rear lamp and reflector with a red light visible for 600 feet to the rear.

7. ANIMALS AND PETS

The following provisions apply for all animals and pets:

1. Ordinary house pets are permitted, subject to the guidelines contained herein. Ordinary house pets shall include dogs (except Pit Bulls, Rottweilers, Doberman Pinschers, Presa Canarios (canary dog) and "Dangerous Dogs" – all as provided in the Declaration), cats, caged domesticated birds, hamsters, gerbils, guinea pigs, aquarium fish, small snapping turtles and tortoises, domesticated rabbits and pets normally maintained in a terrarium or aquarium. Each Owner/Resident is permitted to have no more three (3) dogs or cats combined per home. Any Owner/resident possessing more than three (3) dogs or cats combined prior to the adoption of this constraint will be exempt from this rule for those specific dogs or cats owned at the time of this modification. Any owner/resident who has a number of dogs or cats combined in excess of this limit will not be able to maintain that quantity once the existing dogs or cats are no longer owned by the home owner/resident. In the event a guest comes to stay with a resident, the guest may bring up to 2 dogs or cats combined with them, but not for a time frame longer than 14 days.

2. Under no circumstances shall a Pit Bull, Rottweiler, Doberman Pinscher, Presa Canario (canary dog) or Dangerous Dog be permitted on the Property. As used in the Declaration: (i) a "Pit Bull" is defined as any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any dog displaying a majority of the physical traits of any one (1) or more of the above breeds, or any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds; and (ii) a "Dangerous Dog is defined as a dog which meets any one (1) of the following criteria: (a) has aggressively bitten, attacked, endangered or has inflicted severe injury on a human being at any time whether on or off the Property, (b) has severely injured or killed a domestic animal at any time whether on or off the Property, or (c) has, when unprovoked, chased or approached any person upon the Streets, Drives, Roads, Avenues, Roadways and/or Sidewalks, or any other portion of the Property in a menacing fashion or apparent attitude of attack; provided, however, a dog shall not be a "Dangerous Dog" if the threat, injury, death or damage was sustained by a person who, at the time, was unlawfully on the Property (or any portion thereof), or, while lawfully on the Property (or any portion thereof), was tormenting, abusing or assaulting the dog or its owner or a family member; provided further, that no dog may be a "Dangerous Dog" if the dog was protecting or defending a human being within the immediate vicinity of the dog from an unjustified attack or assault.
3. Notwithstanding the foregoing, breeding of any animals or pets, including ordinary house pets, or any other keeping of pets for any commercial purpose whatsoever within the Community is prohibited.
4. Unusual pets shall not be kept, raised, bred or maintained on any portion of the Community, including the Home, Lot and Association Property. Unusual pets shall include, by way of example and not limitation, those animals not generally maintained as pets, such as poultry, livestock, horses, large reptiles, anthropoids, felines other than cats, canines other than dogs, rodents, birds and other creatures other than those listed in item 1 above, or not maintained in a terrarium or aquarium. Pit Bulls, Rottweilers, Doberman Pinschers, Presa Canarios (canary dog) and Dangerous Dogs (all as provided in the Declaration) are also classified as unusual pets and are, therefore, prohibited.
5. Pet owners are responsible for any property damage, personal injury or disturbance which their pet may cause or inflict. Each Owner who determines to keep a pet agrees to indemnify the Association and hold the Association harmless against any loss or liability of any kind or character whatsoever arising from or growing out of such Owner having any animal in the Community.
6. Pets shall not be left unattended outside the Home. No pet shall be kept tied up outside of a Home or in any covered or screened porch or patio, unless someone is present in the Home.

7. All dogs and cats shall be walked on a leash and in full control by their owners at all times. Any pet shall be carried or kept on a leash when outside of a Home or outside of a fenced-in area.
8. Any solid animal waste shall be immediately picked up and removed and shall not be deposited on or within the Association Property.
9. All pets shall have and display, as appropriate, evidence of all required registrations and inoculations and the name and address of its owners.
10. Every female animal, while in heat, shall be kept confined in the Home by its owner in such a manner that she shall not be in contact with another animal nor create a nuisance by attracting other animals.
11. If any pet becomes obnoxious to the Owners by barking or otherwise, the owner of the pet shall cause the problem to be corrected. If the problem is not corrected, then the Owner, upon written notice from the Association, shall be required to dispose of the animal.
12. No Owner shall inflict or cause cruelty upon or in connection with any pet.
13. The foregoing are in addition to the other rules, regulations and restrictions governing animals and pets set forth in the Marina Bay Documents.
14. All dogs, cats or any pet which may be walked outside of the home must be registered with the Management Office. To register a pet, Owners must provide a photo of the pet, their name, breed and a copy of their county license.

8. USE AND ENJOYMENT OF LAKES

The following provisions apply to use and enjoyment of lakes:

1. Owners, and their family members, guests, invitees and tenants, shall be permitted to engage in "catch and release" fishing in the Lakes. Notwithstanding the preceding, an Owner shall only access a Lake from the Lake Maintenance Easement which immediately abuts such Owner's Lot if such Owner's Lot is a Lake Lot. If the Owner's Lot is not a Lake Lot, or if an Owner of a Lake Lot wishes to access a different Lake or another area of the same Lake, then access to the Lake shall be exclusively from the Lake Maintenance Easement abutting a Landscaped Area or Grassed Area and such access shall be limited to the portion of the Lake Maintenance Easement and Lake bank abutting the Landscaped Area or Grassed Area. If no portion of a Lake Maintenance Easement abuts Association Property, Owners other than the Lake Lot Owners whose Lots abut the Lake shall not be permitted access to the Lake.
2. No Owner shall be permitted access to or to fish from any Lake Maintenance Easement or lake bank area which immediately abuts a Lake Lot owned by another Owner.
3. Lake Lot Owners and their family members, guests, invitees and tenants shall be permitted to operate non-gas powered and electric watercraft in the Lakes. No other persons shall be entitled to operate watercraft in the Lakes.
4. The launching into and removal from a Lake of any permitted non-motorized or electrically powered watercraft by a Lake Lot Owner shall be limited to such Lake

Lot Owner's Lake Lot and the Lake Lot Owner shall only access the Lakes from the Lake Maintenance Easement which immediately abuts such Lake Lot Owner's Lake Lot. Watercraft shall be limited in size to eighteen (18') feet in length.

5. No planting, fencing or other improvements or additions to the grassed area surrounding the lake and outside the Lot is permitted.
6. No installation of sand or other materials intended to simulate a beach is permitted along the Lake banks or the Lake Maintenance Easements along the rear yards of Lake Lots.
7. Swimming and the operation of fuel-powered watercraft in the Lakes are prohibited.
8. Watercraft and trailers shall not be stored on Lake Bank or in any easement areas. No watercraft (including watercraft permitted to be used within the Lakes of the Community) may be stored on a Lake bank or in a Lake Maintenance Easement within the rear yard of a Lot or otherwise visible in any manner on a Lot.
9. In no event shall any Owner cause any erosion or change in grade of any Lake bank slope from design grade.

9. LEASING OF HOMES

The following provisions apply to the leasing of homes:

1. No portion of a Home, other than an entire Home, shall be rented by the Owner, and no Home may be rented more than four (4) times in any twelve (12) month period. In addition, no Home, or portion thereof, shall be sub-let.
2. Of the four (4) times that an Owner may rent the Home in any twelve (12) month period, three (3) of such rental periods shall be for a minimum lease term of thirty (30) days, and the fourth lease term shall be for a minimum of six (6) months. No lease shall provide for an early lease termination which would reduce a lease term to a period of less than said thirty (30) days, or six (6) months, as applicable, except in the event of a default by the tenant. Any lease terminated as a result of a default or otherwise, shall nevertheless still count towards the foregoing rental limitations.
3. All leases shall provide that the right of the tenant to use and occupy the Home and the Association Property shall be subject and subordinate in all respects to the provisions of the Declaration and the Rules and Regulations.
4. Owners intending to enter into a lease or the renewal of a lease shall provide the Association with the names of the proposed tenants and any additional proposed residents and with a copy of the proposed lease at least seven (7) days in advance of the commencement of the lease or the renewal of the extension term. The Owner shall also provide payment for an application fee and for background checks of the proposed tenant(s). All tenants will undergo a background check, which will be performed by the agency of the Association's choice.
5. Each Owner shall be required to use a lease addendum which provides, among other things, that the tenant will pay the rent due under the lease directly to the Association upon receipt of notice from the Association that the Owner is

delinquent in amounts due the Association. Even if such lease addendum is not included, each lease entered into by Owner for a home shall be deemed to include the foregoing reference.

6. All leases shall provide, and if they do not so provide then the leases shall be deemed to provide, that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of the Marina Bay Documents, the Rules and Regulations or any other agreement, document or instrument governing the Lots or Homes.
7. The Owner of a leased Home shall be jointly and severally liable with such Owner's tenant for compliance with the Marina Bay Documents and the Rules and Regulations and to the Association to pay Assessments and/or any claim for injury or damage to persons or property caused by the acts or omissions of the tenant and/or those for whom the Owner is responsible.
8. Within five (5) days following execution of a lease or of a lease renewal for a Home, but in no event later than occupancy of the Home by a tenant, Owner shall: (a) notify the Association in writing with the name of the tenant and all of tenant's family members or others that will be occupying the Home, and (b) provide the Association with a true, correct and complete copy of the lease agreement.
9. A person occupying a home for more than one (1) month without the Owner or tenant or a member of the Owner's or tenant's family being present shall not be deemed a guest, but rather, shall be deemed a tenant for purpose of the provisions of the Declaration and these Rules and Regulations which apply to tenants.

10. MISCELLANEOUS RULES AND REGULATIONS

The following miscellaneous provisions apply:

A. Signs. No sign, display, poster, advertisement, notice or other lettering whatsoever (including, without limitation, "For Sale", "For Rent" or "By Owner" signs) shall be exhibited, displayed, inscribed, painted or affixed in public view of any portion of a building, vehicle or other Improvement in the Community (including, without limitation, a Home) without the prior written approval of the Board, which approval may be given, conditioned, withheld or denied in the sole and absolute discretion of the Board.

B. Barbecuing. If Owners barbecue on covered or screened patios or at a close distance away from the Homes, then those Owners shall take responsibility to clean or paint over any smoke discoloration which may result from such activities.

C. Chemicals. Except as otherwise specifically provided herein, Owners shall not keep any flammable, combustible or explosive fluids, fuels, chemicals or substances in any Home, its adjacent yard area or within the Association Property. No above-ground or under-ground propane or other fuel storage tanks shall be permitted except only for: (a) customary propane tanks associated with barbecue grills, (b) those substances used for normal household or yard maintenance use, and (c) an under-ground propane tank associated with a Generator System approved and installed pursuant to

the "Additional Guidelines for Additions and Alterations — Permanent Generators" as set forth in paragraph 3.4 above. Any such propane tanks and household substances shall be maintained in accordance with the prescribed use and safety instructions but in no event shall they be installed or stored on Association Property.

D. Moving. Owners or tenants who are moving in or out of the Community shall do so between the hours of 8AM and 9PM. Portable self-storage containers are permitted but may not be stored outside of the Home for more than 48 hours. Portable self-storage containers shall be placed entirely within the Lot and not in the right-of-way bounding the Lot. At no time shall such units be placed on Association Property.

E. Abandoned Property. An Owner's obligation to provide notice to a former tenant of property remaining on that Owner's property shall not in any way waive the responsibility of that Owner to be bound by all Rules and Regulations of the Association. By way of example and not limitation, any personal property, whether that of an Owner or of an Owner's tenant, shall not be visible to surrounding neighbors or from Association Property. There shall be no time allowance for an Owner to remove any such property remaining after departure by an Owner's tenant.

F. Solicitation. All door-to-door commercial solicitation is prohibited. Placing of materials in mailboxes or on or within any portion of the Homes or Lots is strictly prohibited unless express written permission is granted by the Board.

G. Hunting, Trapping or the Possession/Use of Firearms. Hunting, trapping, or the possession/use/discharge of firearms, including but not limited to, handguns, rifles, shotguns, BB guns, pellet guns, paint guns, slingshots and bows and arrows, are not permitted anywhere in the Community. This rule shall not prohibit an Owner from keeping a lawful firearm: (a) in such Owner's Home, or (b) on such Owner's person strictly in accordance with a lawfully issued Florida concealed weapons license.

H. Recording and Broadcasting of Association Meetings. Owners shall provide not less than twenty-four (24) hours advance written notice to the Board expressing their desire to utilize any audio or video equipment at an official meeting of the Board or an official meeting of the Owners (collectively, "Association Meetings"). The only audio and video equipment and devices which Owners are authorized to utilize at any such meeting is equipment which does not produce distracting sound or light emissions. All audio and video equipment shall be assembled and placed in position in advance of the commencement of Association Meetings. Owners videotaping or audio recording Association Meetings shall not be permitted to move about the meeting room in order to facilitate the audio or video recording. Owners who have audio or video recorded an Association Meeting shall not share such audio or video recording with non-Owners. Live streaming and/or broadcasting of Association Meetings, including, without limitation, through Periscope, Twitter, Instagram, Facebook Live, or other similar social media platforms, is prohibited. These rules only apply to official Board meetings, Annual Members' Meetings and Special meetings of the Members scheduled in accordance with the Marina Bay Documents; thus, no other

meetings may be recorded, live streamed and/or broadcasted in any manner whatsoever.

11. USE OF ASSOCIATION PROPERTY AND RECREATION TRACT

11.1. General Usage Rules

"Recreation Tract", as used herein, shall mean and refer to the Recreation Tract (as defined in the Declaration), any portion thereof, and all facilities, amenities and equipment located thereon and therein.

A. Responsibility.

1. ALL PERSONS USING ASSOCIATION PROPERTY, INCLUDING BUT NOT LIMITED TO THE RECREATION TRACT, SHALL DO SO AT THEIR OWN RISK. The Association and its Board assumes no responsibility for any accident or personal injury or for any loss or damage to personal property arising out of or in connection with the use of Association Property in general, including but not limited to the Recreation Tract. Persons using Association Property, including but not limited to the Recreation Tract, agree not to hold the Association or the Board liable for actions of any nature occurring within Association Property, including but not limited to the Recreation Tract.
2. With respect to the use of Association Property, including but not limited to the Recreation Tract, an Owner shall be held responsible for the actions and conduct of Owner and the actions and conduct of such Owner's family members, guests, invitees and tenants. Decorum, good conduct and safety shall be observed and shall be strictly enforced.
3. Any damage to Association Property, including but not limited to the Recreation Tract, which is caused by any Owner or family member, guest, invitee or tenant of the Owner shall be repaired or replaced at the expense of the Owner.
4. The use of Association Property, including but not limited to the Recreation Tract, by persons other than an Owner or the family members, guests, invitees or tenants of the Owner is strictly prohibited and shall be at the risk of those involved and not, in any event, the risk of the Association or its manager.
5. The Association shall not be responsible for any personal injury or any loss or damage to personal property within Association Property, including but not limited to the Recreation Tract, regardless of where such property is kept, checked, left or stored on the premises.
6. The Association shall have the right to require Owners (on behalf of themselves and their family members, tenants, guests and invitees) to execute a Recreational Amenities Release and Waiver in a form acceptable to Association prior to use of the Recreational Amenities or participation in any activities sponsored, promoted or set up by the Association.
7. Whenever using any of the recreational tract facilities, all residents age fourteen (14) and above, or a guest of an owner, possessing an association issued guest

badge, must wear/carry a valid photo-identification as issued by the Association or it's manager. The Association or it's manager will provide a mechanism for all such residents to obtain the required photo-identification badge. Each home will be issued two (2) guest badges.

B. General Use Restrictions.

1. The Recreation Tract shall be solely for the use of the Owner and such Owner's family members, guests, invitees or tenants, subject to the provisions of the Marina Bay Documents. The Association retains the right to limit the number of guests or invitees per household that are permitted to (i) use the Recreation Tract, and/or (ii) participate in any activities sponsored, promoted and/or set up by the Association.
2. Residents shall accompany and remain with their guests and invitees to the Recreation Tract. Each unit shall be permitted to have no more than eight (8) guests at the Recreation Tract at a time, when a resident ages 16+ is present. This is a total figure and not to be assumed that there may be more than eight guests if the guests are using different amenities. There are three (3) amenities with alternative maximums. Those locations and maximum guest allowances are: Indoor Basketball Court – 4 guests; Fitness Center – 2 guests; Tennis Court or Pickleball Court – 3 guests. In the event the supervising resident is ages 14-15, the maximum guest allowance is four (4), other than for the tennis courts, pickleball courts and fitness center, for which the maximum guest allowance listed above applies.
3. The use of the Recreation Tract by an organized team (i.e., school teams, municipal recreation league teams, etc.) as a practice or scrimmage court, facility, field or area is strictly prohibited.
4. Except for temporary access to the Clubhouse parking lot (e.g., while retrieving mail), Pets shall not be permitted anywhere within the Recreation Tract.
5. The walkways and entrances of the Recreation Tract shall not be obstructed or used for any purpose other than ingress and egress.
6. No grilling, barbecuing or cooking of food shall be permitted within the Association Property except in those areas designated for such purposes by the Association.
7. The Board reserves the right, from to time and in its sole discretion, to create, adopt, impose, alter or amend rules and regulations relating to the use of any portion of the Association Property, including the Recreation Tract, the Clubhouse and the facilities and/or amenities therein.

C. Cleanliness.

1. It is prohibited to litter or cause debris to be put in any of the Association Property, including the Recreation Tract. Owners, their family members, guests, invitees and tenants shall cause to be removed or disposed of all rubbish, garbage, trash, refuse or other waste materials generated during their respective use within any recreation facilities or other Association Property.

2. No personal articles shall be allowed to stand overnight in any of the Association Property.
3. No garbage cans other than those provided by the Association, supplies, water bottles or other articles shall be placed or left within the Association Property, including the Recreation Tract.

D. Age Restrictions.

The use of amenities within the Recreation Tract, inclusive of all amenities, shall be subject to the age restrictions tabulated below:

Person	Conditions
Resident ages 16+	• Resident badge must be obtained from Association management and worn or carried at all times when using the Recreation Tract • Authorized as a supervising adult for all Recreation Tract amenities • Authorized to host guests within the Recreation Tract Note: maximum guest limit is per Unit – not per Resident
Resident ages 14 -15 inclusive	• Junior Resident Badge must be obtained from Association management and worn or carried at all times when using the Recreation Tract • Authorized to use all Recreation Tract amenities except for the Fireplace, Splashpad and Playground Equipment • Residents ages 14-15 are authorized to host guests within the Recreation Tract in compliance with the guest maximum limits
Resident under age 14	• No Resident badge is required • While under the supervision of a Resident adult, all amenities may be used except that • Use of the Splashpad is not allowed for those aged thirteen (13) • Use of the Playground equipment is not allowed for those aged thirteen (13) • Use of the Fireplace is not allowed
Guests age 14+	• Must be accompanied by an authorized host Resident at all times • Authorized to use all Recreation Tract amenities except for the Fireplace, Splashpad and Playground Equipment

Guests under age 14	• Must be accompanied by authorized host Resident at all times • While under the supervision of a Resident adult, all amenities may be used except that • Use of the Splashpad is not allowed for those aged thirteen (13) • Use of the Playground equipment is not allowed for those aged thirteen (13) • Use of the Fireplace is not allowed

E. Right of Amendment.

The Board has and reserves the right, from time to time and in its sole discretion, to create, adopt, impose, alter or amend the rules and regulations relating to the use of any portion of the Association Property, including but not limited to the Recreation Tract, the Clubhouse and the facilities and/or amenities therein.

11.2. RULES FOR THE CLUBHOUSE

A. Clubhouse Use.

1. Clubhouse hours shall be between 7AM and10PM. Time extensions for social or community events may be granted at the discretion of the Board or, if applicable, the Social Director. Activities outside the Clubhouse shall not be allowed after 10PM. without the prior approval of the Board. All times are subject to change as determined by the Board from time to time. Time restrictions shall not apply to activities which have been organized by the Association.
2. The Clubhouse shall not be used at any time for religious services by any sect, cult or group with the following exception: In the spirit of respect and togetherness, a table decoration of a lighted Chanukah Menorah and a Christmas tree, not to exceed eight (8) feet in height, may be displayed in the Clubhouse during the December holiday season.
3. All belongings shall be removed from the Clubhouse when leaving. The Association and its Board shall not be responsible for belongings lost or stolen.
4. No immoral, offensive or unlawful use shall be made of the Clubhouse. All Governmental Requirements shall also be strictly observed.
5. Equipment and supplies shall not be stored in any location other than as specifically approved in writing by the Board or, if applicable, the Social Director.
6. No signs, notices or photos shall be posted on any of the walls or windows of the Clubhouse, other than on bulletin boards, if made available by the Association for that specific purpose.
7. All community events and meetings shall supersede the use of all other events throughout the Clubhouse.

B. Code of Conduct for the Clubhouse.

1. No smoking (including e-cigarettes) in the Clubhouse or any rooms therein shall be allowed.
2. Proper attire shall be worn in the Clubhouse.
3. Bare feet, bare chests and swimsuits shall be prohibited in the Clubhouse.
4. Boisterous or profane language shall not be used in the Clubhouse.
5. When the Clubhouse facilities are in use by an Owner who has properly reserved the facility, no other Owner shall be permitted in those areas other than for ingress and egress.
6. Horseplay, intentional misuse of furniture or equipment, or any similar careless behavior is prohibited. An Owner shall be responsible for repair and/or replacement costs incurred as a result of deliberate, careless or irresponsible behavior resulting in damage to the Clubhouse furniture, accessories, appliances and/or any related equipment caused by the Owner and/or Owner's family members, tenants, guests, invitees and others for whom the Owner is responsible.

C. Renting of the Clubhouse Facilities and/or Party Pavilion.

1. All reservations of any area of the Clubhouse facility permitted to be reserved or rented (i.e., the Social Hall and/or Catering Kitchen) or the outdoor Party Pavilion by Owners must first be approved by the Board or, if applicable, the Social Director. Renting of any area of the Clubhouse facility or Party Pavilion by Owners for their private use, if permitted by the Board, shall be subject to availability, the payment of scheduled fees and deposits as may be determined by the Board, and the execution of the Association's form of rental agreement. Amenities rental is limited to the specific area outlined in the rental agreement. This does not include additional areas outside the rented space. Other amenities Pool/Ping Pong Room and outside Party Pavilion may be included in the rental agreement for an additional fee per area. The resort pool, lap pool and splash pad, playground, fitness center and indoor sports complex are excluded from any rental agreement. Use of these areas is strictly prohibited under the rental agreement.
2. Any Owner or other authorized person reserving a portion of the Clubhouse facility or Party Pavilion shall have the care, custody and control of such portion of the Clubhouse facility or Party Pavilion, as applicable, during the period the facility is reserved and shall, therefore, be responsible for any and all costs for repairs and/or replacement to the Clubhouse facility and Party Pavilion, and their respective furniture, equipment, accessories, appliances and the like which are damaged or destroyed for any reason while under their care, custody and control. In addition, any Owner or authorized person using a portion of the Clubhouse facility and/or Party Pavilion shall be responsible for the care and cleaning thereof, including the kitchen. All furnishings and equipment shall be replaced to their previous locations, but in no event shall they be removed from the Clubhouse facility and/or Party Pavilion.
3. Owners wishing to reserve a portion of the Clubhouse facility and/or the Party Pavilion must first contact the Association manager or Social Director, if

applicable, to request a date and time. A deposit shall be due and payable at the time of reservation, and a portion thereof shall be non-refundable, all as determined by the Board. The balance of the deposit shall be refunded only if there has been no damage, misuse or theft to the Clubhouse facility, the Party Pavilion, or their components, and if the Clubhouse facility and/or Party Pavilion, as applicable, are left clean. The amount of the required deposit and the non-refundable portion of the deposit may be established and amended by the Board at any time and from time to time.

4. All community events and meetings shall supersede the use of all other events throughout the Clubhouse facility and/or the Party Pavilion.
5. Rental of the Clubhouse facilities and/or the Party Pavilion for use by any social, fraternal or political organization shall be prohibited.

D. Rules for Use of Indoor Sports Complex.

1. The hours of the Indoor Sports Complex shall be Tuesday through Thursday, 8:00 AM to 6:00 PM, Friday, Saturday, Monday 8:00 AM to 9:00 PM. Sunday 10:00 AM to 9:00 PM. as determined by the Board from time to time.
2. Use of the Indoor Sports Complex is restricted to the playing of appropriate games or game-related activities (i.e., exhibitions and clinics) only. PLAYERS SHALL PLAY AT THEIR OWN RISK.
3. Use of the Indoor Sports Complex must be reserved through the Marina Bay activities scheduling module (Marinabayfortmyers.skedda.com) and shall be limited to one (1) hour for use of the court. Reservations may be made one (1) day in advance. Reserved times are from 8:00 AM to 5:00 PM Tuesday through Thursday, 8:00 AM to 8:00 PM Friday, Saturday, Monday, and Sunday 10:00 AM to 8:00 PM. The Sport Complex reserved time will extend one hour past the start of play. Four (4) guests per resident are permitted. Play may continue for up to an additional hour providing no other players are waiting at the expiration of the preceding time limits. Office and/or security staff may, however, at their sole discretion, close the Indoor Sports Complex at any time within that additional one-hour period. When directed to do so, all occupants must immediately vacate the Indoor Sports Complex. In no event shall anyone remain within the Indoor Sport Complex past 9:30 PM Friday through Monday or past 6:00 PM on Tuesday through Thursday. Key fob entry and a resident I.D. badge are required at all times. Those attempting to enter the club house without a form of resident I.D. will be denied entry.
4. No one shall be permitted in the Indoor Sports Complex except those persons playing. Guests must be accompanied by a resident of Marina Bay at all times. Resident I.D. is required. Those deemed uninvited or trespassing will be escorted from Marina Bay. Law enforcement may be contacted at the discretion of management, board member or security.

5. Roller skates, skateboards, roller blades, bicycles, scooters and other play or exercise equipment are prohibited in the Indoor Sports Complex.
6. Only proper attire, shoes and protective wear shall be worn. No swimsuits or bare chests shall be allowed. Only sneakers shall be worn on the sports courts. Black soled sneakers shall not be permitted.
7. No intoxicants, food or breakable containers shall be permitted in the Indoor Sports Complex.
8. An Owner shall be responsible for repair and/or replacement costs incurred as a result of deliberate or irresponsible behavior resulting in damage to the Indoor Sports Complex caused by the Owner, his family members, tenants, guests, invitees, and others for whom the Owner is responsible.
9. Use of the Indoor Sports Complex by any organized team (i.e., school teams, municipal recreation league teams, etc.) is strictly prohibited.
10. Boisterous or profane language shall not be used by players or spectators.
11. Music is strictly prohibited.
12. Walking through the Indoor Sports Complex during play shall be prohibited. Entering or leaving a court shall only occur when the playing of other players is stopped.
13. Community sponsored events or meetings that include the use of the Sports Complex have precedence over use for any other purpose. Rules or permissions for such events may be specified by the Board, property manager, or social director. During such events and only during such events, those rules or permissions supersede any conflicting rules listed above.
14. It is strictly prohibited to use the Emergency Fire door as a means of entry or exit of the Indoor Sports Complex. Violators will be fined, and privileges immediately suspended.

E. Rules for Use of Fitness Center.

1. The Fitness Center shall be available for use 24 hours per day or only during specific times as may be established by the Board from time to time. Time extensions for social or Community events may be granted at the discretion of the Board or, if applicable, the Social Director.
2. USE OF THE FITNESS CENTER AND EQUIPMENT THEREIN SHALL BE USED AT THE RISK OF THE PERSON EXERCISING.
3. Athletic shoes and shirts shall be worn at all times.
4. As a courtesy to others, people exercising are requested to allow others to work in with them.
5. A thirty (30) minute time limit shall apply on all cardio-vascular equipment when someone is waiting.
6. Equipment shall be wiped down after usage. Accordingly, people exercising are requested to bring a towel to the Fitness Center for that purpose.

F. Rules for Use of Fireplace Area.

1. Do not touch the fire or the fireplace glass while the fireplace is in operation.
2. Do not touch the fireplace glass after the flame has been turned off, as the fireplace glass remains very hot.
3. Turn off fireplace immediately after use.

G. General Applicability of Rules to The Clubhouse.

Use of the Clubhouse shall also be governed by all other applicable Rules and Regulations adopted by the Board from time to time, including but not limited to those concerning the "General Use of Association Property and Recreation Tract".

11.3. Rules For The Swimming Pool Area

A. Pool Area Definition. "Pool Area" as used herein shall include the following:
1. The entire fenced-in area of the Splash park.
2. The entire area of the main pool and lap pools
3. The entire pool decking for all portions to the west of the pool fountain

B. Pool Area Use.

1. THERE SHALL BE NO LIFEGUARD ON DUTY. ALL PERSONS USING THE POOLS, SPLASH PARK, WATER SLIDE OR OTHER WATER FACILITIES IN THE POOL AREA SHALL DO SO AT THEIR OWN RISK, INCLUDING, WITHOUT LIMITATION, ALL RISK OF PERSONAL INJURY AND/OR DEATH. The Association and its Board assumes no responsibility for any accident, personal injury and/or death or for any loss or damage to personal property arising out of or in connection with the use of the pools, splash park, water slide and/or the Pool Area in general. Persons using the pools, water slide, splash park or Pool Area agree not to hold the Association or the Board liable for actions of any nature occurring within the Pool Area, including, without limitation, any personal injury and/or death.
2. Pool Area hours are from Dawn to Dusk, but in no event later than 9PM. Outdoor recreation lights shall be turned off no later than 9PM. Prior to 8AM, the use of Pool Area shall be restricted to Owners only. No use prior to 8AM shall be allowed which is deemed disruptive to the peaceful enjoyment of those residents living in close proximity to the Pool Area. The foregoing time restrictions shall not apply to activities occurring on the pool deck which have been organized by the Association.
3. Wheelchairs, strollers, and child waist and arm flotation devices shall be permitted in the Pool Area. No rafts and similar flotation devices shall be permitted in the Pool Area.

C. Code of Conduct for the Pool Area.

1. No nude swimming shall be allowed at any age. Paper or cloth diapers are prohibited in the pool. Infants/children who are not toilet trained and adults who are incontinent must appropriate wear swim diapers which fit snugly around the legs and waist. If the swim diapers become soiled, the person must exit the pool

immediately and not return until he/she has taken or been given a soap shower and has been covered by a new, clean swim diaper.

2. No intoxicants are allowed in the pool area. However, for alcoholic beverages only, usage is permitted during social events but only at such times when entry into the pools is prohibited.
3. Except for service animals as specifically authorized by Florida statute and that accompany an individual with a disability or a service animal trainer, no animals are allowed in the pool area. No animals whatsoever shall be allowed to enter the pool, lap pool, water slide, or splash park.
4. No smoking shall be permitted in the Pool Area.
5. No roller skates, skateboards, roller blades, bicycles, scooters, balls of any kind, scuba equipment, swimming fins and other play or exercise equipment shall be permitted in the Pool Area unless the equipment is used in conjunction with an event or activity scheduled by the Association.
6. No running, pushing, dunking, rough play, profane language, diving or jumping in the Pool Area shall be permitted.
7. Improper use of the water slide or play equipment is prohibited.
8. Only one person at a time shall be permitted on the water slide and no trains or chains of riders shall be permitted. All riders must slide feet first, either lying on their back or in a seated position, and only after the previous rider has cleared the area below.
9. No diving or jumping from the water slide shall be permitted.
10. No climbing up the water slide or on the water slide tower shall be permitted. No standing, kneeling, rotating or stopping on the water slide shall be permitted.
11. Only appropriate swimwear shall be permitted on the water slide (i.e., no loose garments and/or garments featuring metal buckles, rivets, zippers or rings). No jewelry shall be worn while on the water slide.
12. No music devices or portable televisions shall be permitted in the Pool Area without the use of headphones.

D. Health and Safety Considerations.

1. All users shall shower before entering the pools.
2. No soaps or shampoos shall be used at the pool side shower.
3. Persons wearing bandages or having colds, viruses, coughs, inflamed eyes, infections or open sores shall not use the pools.
4. Do not use pools if ill with diarrhea.
5. No glass containers or other breakable objects shall be permitted in the Pool Area or anywhere on the pool decking outside of the Clubhouse.
6. All belongings shall be removed when the user is leaving the Pool Area. The Association and its Board shall not be responsible for any belongings lost or stolen.

7. All rubbish, garbage, trash, refuse or other waste materials shall be placed into containers around the Pool Area provided for this purpose or removed from the Pool Area.
8. A five (5) foot walking area shall be maintained around the pools at all times. Additionally, walking areas around and through the Pool Area shall not otherwise be blocked.
9. In accordance with health department regulations, no food or drink are permitted in the pool, lap pool, water slide, or splash park.

E. Use of pool furniture and equipment.

1. Pool furniture shall not be removed from the Pool Area.
2. Pool furniture shall not be reserved for anyone not in the Pool Area.
3. Pool furniture and equipment shall not be modified, altered or changed in any manner.
4. Towels shall be placed on pool furniture when in use.

F. General Applicability of Rules to The Pool Area.

Use of the Pool Area shall also be governed by all other applicable Rules and Regulations adopted by the Board from time to time, including but not limited to those concerning the "General Use of Association Property and Recreation Tract".

11.4. RULES FOR THE OUTDOOR COURTS AND PLAYGROUND

A. Play At Your Own Risk.

B. Use of Outdoor Courts.

1. Unless specific hours are indicated below, all outdoor courts are open from 8:00 a.m. until Dusk.
2. During morning hours (8AM 12PM), players shall maintain low noise levels.
3. Private lessons shall not be given during prime playing hours (5:00 p.m. to 9:00 p.m.5PM – 9PM). Unless specific time limits are indicated below, all outdoor courts are limited to one (1) hour of play. Play may continue providing no other players are waiting at the expiration of the preceding time limits.
4. The outdoor courts are restricted to the playing of appropriate games or game-related activities (i.e., exhibitions and clinics) only.
5. No one shall be permitted on the outdoor courts except those persons playing.
6. Roller skates, skateboards, roller blades, bicycles, scooters, and other play or exercise equipment shall be prohibited on the outdoor courts.
7. No intoxicants, food or breakable containers shall be permitted on the outdoor courts.
8. All belongings shall be removed from the outdoor courts when play is complete. The Association and its Board shall not be responsible for belongings lost or stolen.

9. An Owner shall be responsible for the repair and/or replacement costs incurred as a result of deliberate or irresponsible behavior resulting in damage to the outdoor courts and/or related equipment caused by the Owner, Owner's family members, tenants, guests, invitees and others for whom the Owner is responsible.
10. With the exception of any events sponsored by the Association, if any, use of the outdoor courts or any other open play area(s), or any portion thereof, by an organized team (i.e., school teams, municipal recreation league teams, etc.) as a practice or scrimmage court, facility, field or area is strictly prohibited.

C. Code of Conduct for the Outdoor Courts.

1. Boisterous or profane language shall be not used by players or spectators.
2. Walking behind or through the courts during play shall be prohibited.
3. Entering or leaving a court or playing field shall only occur when the play of other players is stopped.
4. Only proper attire and shoes shall be worn. No swimsuits or bare chests shall be allowed. Only sneakers shall be worn on the courts. Black soled sneakers shall not be permitted.

D. Tennis Court Rules.

1. The Tennis Courts are open from 8AM – 9PM.
2. Tennis play shall be limited to one and a half (1½) hours for doubles play and one (1) hour for singles play. Play may continue providing no other players are waiting at the expiration of the preceding time limits.
3. Reserving Tennis Court Time: If a reservation schedule is maintained on a board at the tennis courts or online through the Association, the following shall apply:
   a. Reservations for play shall not be made earlier than the day before the requested time.
   b. Names of all players shall be posted with the requested time.
   c. Players shall not reserve more than one time slot daily. Any duplicate reservations shall not be honored until all other players have played.
   d. Unassigned court time may be signed up for by the same players on the same day.
   e. Court time shall be forfeited if players do not show up within ten (10) minutes of the reserved time.
   f. If the court loses playability during a reserved time, playing time shall not be extended if other players are waiting or have reservations.

E. Pickleball Court Rules.

1. The Pickleball Courts are open from 8AM – 9PM.
2. Play shall be limited to one and a half (1½) hours for doubles play and one (1) hour for singles play. Play may continue providing no other players are waiting at the expiration of the preceding time limits.
3. The Board reserves the right to require the use of specific pickleball paddles and/or pickleballs.

4. Reserving Pickleball Court Time: If a reservation schedule is maintained on a board at the pickleball courts or online through the Association, the following shall apply:
    a. Reservations for play shall not be made earlier than the day before the requested time.
    b. Names of all players shall be posted with the requested time.
    c. Players shall not reserve more than one time slot daily. Any duplicate reservations shall not be honored until all other players have played.
    d. Unassigned court time may be signed up for by the same players on the same day.
    e. Court time shall be forfeited if players do not show up within ten (10) minutes of the reserved time.
    f. If the court loses playability during a reserved time, playing time shall not be extended if other players are waiting or have reservations.

F. Basketball Court Rules.

1. The outdoor Basketball Court is open for play from 8AM – 9PM.
2. During morning hours (8AM – 12PM), players shall maintain low noise levels.
3. Private lessons shall not be given during prime playing hours (5PM – 9PM).
4. Use of the basketball court is limited to one and a half (1½) hours of play. Play may continue provided no other players are waiting at the expiration of the preceding time limits.

G. Playground Rules.

1. ALL PERSONS USING THE PLAYGROUND SHALL DO SO AT THEIR OWN RISK.
2. The playground hours are from Dawn until Dusk.
3. Proper footwear is required to be worn at all times.
4. No glass containers or other breakable objects shall be permitted in the playground.
5. No running, pushing, rough play or profane language in the playground shall be permitted.
6. No intoxicants or smoking shall be permitted in the playground.
7. Improper use of playground equipment shall be prohibited.

H. General Applicability of Rules to the Outdoor Courts and Play Area.

Use of the Outdoor Courts and Playground shall also be governed by all other applicable Rules and Regulations adopted by the Board from time to time, including but not limited to those concerning the "General Use of Association Property and Recreation Tract."

APPENDIX A - PRE-APPROVED AWNING FABRIC SELECTION

SUNBRELL FABRIC SELECTIONS

SOLIDS

Hogan Walnut – 14614-0000

Hogan Sparrow – 14615-0000

Toast – 8428-0000

Fawn – 6060-0000

Smoke – 4615-0000

Silica Gravel – 4833-0000

Charcoal Grey – 4644-0000

Taupe – 4648-0000

Marine Blue – 4678-0000

Royal Blue Tweed – 2103-0063

Mocha Tweed – 4616-0000

STRIPES

Paxton Stone – 4711-0000

Paxton Marble – 4713-0000

Manhattan Fog – 4876-0000

Era Ash – 4766-0000

Preston Stone – 4768-0000

Grey/Black/White – 4799-0000

Mediterranean Canvas Block – 4921-0000

Heather Beige Classic – 4954-0000

Cooper Ash – 4835-0000

Beaufort Cloud – 4752-0000

Equate Cashmere – 4709-0000

APPENDIX B - MARINA BAY LANDSCAPE REPLACEMENT OPTIONS

LARGE GROWING PALMS

Common Name	Latin Name	Height	Spread	Native	Flowers	Bloom Time
Alexander Palm	Ptychosperma elegans	15'-25'	6'-10'	No	White	Summer
Areca Palm	Dypsis lutescens	25'-30'	10'-20'	No	Yellow	Year-Round
Bismarck Palm	Bismarckia nobilis	40'-70'	15'-20'	No	Cream	Spring/Summer
Bottle Palm	Hyophorbe lagenicaulis	12'-20'	10'-15'	No	White	Summer
Canary Island Date Palm	Phoenix canariensis	40'-50'	20'-40'	No	Orange	Spring/Summer
Chinese Fan Palm	Livistona chinensis	20'-50'	8'-15'	No	Cream	Summer
Christmas Palm a/k/a Manila Palm	Adonidia Merrillii	20'-25'	5'-8'	No	Cream	Summer
Foxtail Palm	Wodyetia bifurcata	20'-30'	8'-20'	No	White	Spring
Paurotis Palm (a/k/a Saw Cabbage Palm)	Acoelorrhaphe wrightii	15'-30'	10'-15'	Yes	Yellow/White	Spring
Queen Palm	Syagrus romanzoffiana	10'-50'	20'-25'	No	Cream	Spring/Summer
Sabal Palm (a/k/a Cabbage Palm)	Sabal Palmetto	25'-60'	10'-15'	Yes	White	Summer
Senegal Date Palm	Phoenix reclinata	25'-35'	12'-20'	No	White	Spring
Thatch Palm	Thrinax morrisii	20'-35'	8'-12'	Yes	White/Yellow	Spring/Summer

SMALL GROWING PALMS

Common Name	Latin Name	Height	Spread	Native	Flowers	Bloom Time
Cat Palm	Chamaedorea cataractarum	3'-5'	3'-5'	No	N/A	N/A
European Fan Palm	Chamaerops humilis	3'-5'	1'-3'	No	Yellow	Summer
Lady Palm	Rhapis excelsa	7'-14'	10'-15'	No	N/A	N/A
Needle Palm	Rhapidophyllum hystrix	6'-8'	5'-10'	Yes	Red	Summer
Pygmy Date Palm	Phoenix roebelini	6'-12'	6'-8'	No	Cream	Spring
Saw Palmetto	Serenoa repens	2'-8'	2'-3'	Yes	Cream	Spring
Silver Saw Palmetto	Serenoa repens	3'-6'	3'-6'	Yes	N/A	N/A
Spiny Licuala(a/k/a Ruffled Fan Palm)	Licuala spoinosa	6'-12'	3'-6'	No	White	Year-round

CANOPY TREES

Common Name	Latin Name	Height	Spread	Native	Flowers	Bloom Time
Black Olive (Shady Lady)	Bucida buceras 'Shady Lady'	40'-50'	35'-50'	Yes	Pale Yellow	Spring/Summer
Callophyllum	Callophyllum brasiliense	30'-40'	40'-50'	No	White Fragrant	Spring/Summer
Holly (East Palatka)	Ilex attenuata	30'-45'	10'-15'	Yes	Red Berries	Fall/Winter
Magnolia (Sweet Bay)	Magnolia virginiana	40'-60'	20'-50'	Yes	White Lemon Scented	Spring
Mahogany	Swietenia mahagoni	40'-60'	40'-60'	Yes	Pale Yellow Fragrant	Spring
Pigeon Plum	Coccoloba diversifolia	20'-40'	20'-35'	Yes	Whitish Green	Spring/Summer
Poinciana (Yellow)	Peltophorum pterocarpum	40'-50'	30'-50'	No	Yellow Fragrant	Spring thru Fall
Tamarind (False)	Lysiloma latisiliqua	30'-60'	30'-50'	Yes	White Fragrant	Spring/Summer

SMALL and MEDIUM TREES (Usually Pruned Smaller in Residential Settings)

Common Name	Latin Name	Height	Spread	Native	Flowers	Bloom Time
Clusia (Small leaf)	Clusia guttifera	20'-25'	10'-12'	No	White	Spring
Bottlebrush (trained as a tree)	Callistemen citrinus	6'-30'	6'-15'	No	Bright Red	Spring/Summer
Buttonwood (Green)	Conocarpus erectus	30'-45'	20'-30'	Yes	Green (small) & Tiny Cones	Year Round
Buttonwood (Silver)	Conocarpus erectus var. sericeus	15'-20	15'-20'	Yes	White (small) & Tiny Cones	Year Round
Cassia Yellow	Senna spectabilis: Cassia surattensis	15'-20'	15'-20'	No	Showy Yellow & Pods	Spring/Summer
Clusia (Pitch Apple)	Clusia rosea	25'-30'	15'-25'	Yes	Pink/White	Summer
Crape Myrtle	Lagerstroemia indica	10'-30'	15'-25'	No	White/Lavender/Pink/Red	Spring/Summer
Desert Cassia	Senna polyphylla	6'-10'	6'-8'	No	Yellow	Summer
Eastern Redbud	Cercis canadensis	20'-30'	15'-35'	Yes	Usually Purple	Spring
Fringe Tree	Chionanthus virginicus	12'-20'	10'-15'	Yes	White Fragrant w/ Berries	Spring/Summer
Geiger (Orange)	Cordia sebestena	25'-30'	20'-25'	Yes	Bright Orange Clusters	Year Round
Geiger (White)	Cordia boissieri	15'-20'	10'-15'	Yes	White Clusters	Spring/Summer
Holly (Dahoon)	Ilex cassine	20'-30'	15'-20'	Yes	White & Berries	Spring
Holly (Nellie R. Stevens)	Ilex aquifolium and Ilex cornuta	20'-30'	10'-15'	No	White & Berries	Spring/Summer
Hydrangea (Oakleaf)	Hydrangea quercifolia	6'-10'	6'-8'	Yes	Whitish-Pink	Summer
Jamaica Caper	Capparis cynophallophora	6'-20'	6'-15'	Yes	Purple/White	Spring
Japanese Fern Tree	Filicium decipiens	20'-25'	15'-20'	No	Small White w/Berries	Spring/Summer
Japanese Privet	Ligustrum japonicum	8'-12'	15'-25'	No	White w/Purple Drupes	Spring/Fall
Pigeon Plum	Coccoloba diversifolia	15'-40'	20'-35'	Yes	Small White w/Berries	Spring/Summer
Poinciana (Dwarf trained as a tree)	Caesalpinia pulcherrima	8'-12'	10'-12'	No	Red, Orange,Yellow & Pods	Year Round
Simpson's Stopper Twinberry	Myrcianthes fragrans	6'-30'	15'-20'	Yes	White Fragrant w/Berries	Spring/Summer
Sweetbay Magnolia	Magnolia virginiana	40'-50'	15'-25'	Yes	Creamy White & Cone Fruit	Spring/Summer
Sweet Viburnum (also used as hedge)	Viburnum odoratissimum	25'-30'	15'-25'	No	White Fragrant	Spring/Summer
Tabebuia (Pink Trumpet Tree)	Tabebuia heterophylla/Impetiginosa	20'-30'	15'-25'	No	Pink	Spring/Summer
Wax Myrtle	Myrica cerifera	15'-25'	20'-25'	Yes	Green w/Fleshy Blue Fruit	Spring/Summer
Wild Olive (a/k/a Devilwood)	Osmanthus americanus	15'-25'	10'-15'	Yes	White Fragrant w/Blue Drupes	Spring/Fall

SHRUBS (Small, Medium, Large)

Common Name	Latin Name	Height	Spread	Native	Flowers	Bloom Time
Anise	Illicium spp.	10'-15'	6'-10'	Yes	Red w/Green Fruit	Spring
Bay Cedar	Suriana maritima	5'-20'	5'-8'	Yes	Yellow	Year-round
Beautyberry	Callicarpa americana	6'-8'	6'-8'	Yes	Purple w/Berries	Spring-Fall
Bird of Paradise	Strelitzia reginae	3'-5'	3'-5'	No	Orange/Blue	Year-round
Bird of Paradise (Giant)	Strelitzia nicolai	20'-30'	15'-20'	No	Blue/White	Year-round
Bottlebrush (shrub)	Callistemon spp.	6'-30'	6'-15'	No	Bright Red	Spring/Summer
Bougainvillea	Bougainvillea spp. (Limited Locations)	15'-40'	5'-20'	No	Various	Winter/Spring
Bougainvillea (Dwarf)	Bougainvillea spp.	4'-40'	15'-40'	No	Variety of colors	Year-round
Cardamon ginger	Elettaria cardamomum	5'-10'	4'-6'	No	White/Lilac	Spring/Summer
Cardboard Plant	Zamia furfuracea	2'-5'	5'-8'	No	Cone/Red Seeds	Winter/Spring
Clusia (Pitch Apple)	Clusia rosea	25'-35'	15'-25'	Yes	Pink/White w/Fruit Capsule	Summer
Coco Plum (usually trimmed as a hedge)	Chrysobalanus icaco	6'-20'	4'-6'	Yes	White	Summer
Coontie	Zamia floridana	1'-5'	3'-5'	Yes	Cones	Late winter
Copperleaf	Acalypha wilkesiana	8'-12'	6'-8'	No	N/A	N/A
Coral Bean	Erythrina herbacea	5'-10'	8'-12'	Yes	Scarlet	Spring
Crinum Lily	Crinum spp.	3'-5'	3'-5'	No	White/Pink Fragrant	Year-round
Croton (Florida Select, Mammy, Zanzibar)	Codiaeum	3'-8'	3'-6'	No	White (small)	Winter
Desert Cassia	Senna polyphylla	6'-10'	6'-8'	No	Yellow	Summer
Fiddlewood (frequently trimmed as a hedge)	Citharexylum spinosum	15'-25'	8'-12'	Yes	White Fragrant	Year-round
Firebush (frequently trimmed as a hedge)	Hamelia patens	5'-20'	5'-8'	Yes	Orange-Red	Year-round
Gardenia (many cultivars)	Gardenia	4'-8'	4'-8'	No	White Very Fragrant	Varies
Golden Dewdrop (a/k/a Sky Flower)	Duranta erecta	4'-18'	10'-15'	Yes	Blue Violet w/Gold Berries	Spring/Summer
Green Island Ficus	Ficus microcarpa	1'-8'	3'-4'	No	Rare	Rare
Hawiian Ti Plant	Cordlyne terminalis	3'-10'	2'-4'	No	Yellow	Spring
Heleconia	Heleconia Heleconia	2'-15'	3'-6'	No	Red/Yellow/ Orange Bracts	Spring/Summer
Hibiscus (Hardy)	Hibiscus spp.	2'-15'	4'-8'	Most	Many Color Varieties	Summer/Fall
Holly (Burford)	Ilex cornuta Bufordii	15'-25'	15'-25'	No	White w/Red Berries	Spring thru Winter
Holly (Dwarf)	Ilex vomitoria Schilling's	4'-7'	6'-10'	Yes	White	Spring
Indian Hawthorn	Rhaphiolepis indica	2'-10'	2'-6'	No	Light Pink/White w/Blue Fruit	Spring/Summer
Inkberry	Scaevola plumieri	2'-4'	3'-8'	Yes	Pink/White	Summer
Ixora	Ixora spp.	10'-15'	4'-10'	No	Red/Yellow	Year-round
Jamaican Caper	Capparis cynophallophora	6'-15'	8'-12'	Yes	White	Spring
Japanese Privet	Ligustrum Japonicum	8'-12'	15'-25'	No	White w/Purple Drupes	Spring/Fall
Japanese Yew	Podocarpus mrcrophyllus	30'-40'	2'-25'	No	Yellow w/Blue Drupe	Spring/Summer
Jasmine	Jasminum spp. Jasmine	2'-5'	2'-5'	No	White	Year-round
Jasmine (Asiatic)	Trachelospermum asiaticum	6'-12'	15'-20'	No	White Fragrant	Year-round
Jasmine (Orange)	Murraya paniculata	8'-12'	8'-15'	No	White Fragrant	Year-round
Jatropha (often pruned as a small tree)	Jatropha integerrima peregrina	8'-15'	5'-10'	No	Red	Year-round
Lantana (Weeping)	Lantana depressa	3'-6'	3'-6'	Yes	Yellow	Year-round

Marlberry (good for screens and hedges)	Ardisia escallonioides	10'-20'	3'-12'	Yes	White Fragrant w/ Purple Berries	Fall/Winter
Myrsine	Mysine guianensis	15'-20'	8'-12'	Yes	Greeish-Yellow w/Black Berries	Spring/Summer
Necklace Pod	Sophora tomentosa	4'-10'	4'-8'	Yes	w/Pod	Year-round
Oleander (Dwarf)	Nerium oleander	10'-18'	10'-15'	No	White/Pink/Red/Purple w/Pod	Spring & Fall
Philodendron (Xanadu)	Philodendron x 'Xanadu'	2'-4'	4'-6'	No	Green	Periodically
Plumbago (perennial trimmed as a hedge)	Plumbago auriculata cvs. Plumbago	6'-10'	8'-10'	No	Blue	Year-round
Podocarpus (frequently trimmed as a hedge)	Podocarpus spp.	30'-40'	20'-25'	No	Yellow w/Blue Drupe	Year-round
Porterweed	Stachytarpheta cayennensis	4'-6'	4'-8'	No	Blue or Coral	Summer/Fall
Schefflera (Dwarf) (may be trimmed as a hedge)	Schefflera arboricola	10'-15'	6'-15'	No	Orange Yellow Fruit	Winter
Simpson's Stopper	Myrcianthes fragrans	6'-30'	15'-20'	Yes	White Fragrant w/Berries	Spring/Summer
Sweet Almond Bush	Aloysia virgata	5'-15'	3'-8'	No	White Intensly Fragrant	Summer/Fall
Texas Sage	Leucophyllum frutescens	3'-5'	3'-5'	No	White/Pink/Lavender/Blue	Summer
Thryallis	Galphimia glauca	5'-9'	4'-6'	No	Yellow	Year-round
Ti Plant	Cordyline guineensis	3'-10'	2'-4'	No	Rosy-Pink w/Green	Varies
Variegated Shell Ginger	Alpina zerumbet "Varigata"	6'-12'	3'-5'	No	White Fragrant	Summer
Viburnum (Walters)	Viburnum rufidulum	20'-25'	20'-25'	Yes	Small White	Spring
Wax Myrtle	Myrica cerifera	15'-25'	20'-25'	Yes	Green w/Blue Fruit	Spring/Summer
Wild Coffee	Psychotria nervosa	4'-10'	4'-10'	Yes	White w/Red Berries	Spring/Summer
Wild Olive (a/k/a Devilwood)	Osmanthus americanus	15'-25'	10'-15'	Yes	White Fragrant w/Blue Drupes	Spring/Fall
Witchhazel	Hamamelis virginiana	20'-30'	15'-25'	Yes	Yellow	Fall

GROUND COVERS

Common Name	Latin Name	Height	Spread	Native	Flowers	Bloom Time
Blue Daze	Evolvulus glomeratus	0.5"-1"	1"-2"	No	Blue	Spring/Summer
Bugal Weed	Ajuga reptans	0.5"-1"	1"-2"	No	Purple/Blue	Spring/Summer
Fern (Wild Boston)	Nephrolepis exaltata	1'-4'	1'-3'	Yes	None	N/A
Natal Plum (Dwarf)	Carissa macrocarpa	1'-2'	4'-8'	No	Fragrant White	Summer
Perenial Peanut	Archis glabrata	0.5"-12"	1"-8"	No	Yellow	Summer thru Fall
Powderpuff (Sunshine Mimosa)	Mimosa strifillosa	6"-9"	8"-10"	Yes	Pink	Year-Round
Periwinkle	Vinca major	1'-2'	1'-5'	No	Lavender Blue	Summer

GRASSES

Common Name	Latin Name	Height	Spread	Native	Flowers	Bloom Time
Cordgrass (Marshgrass, Sand Cordgrass)	Spartina bakeri	3'-4'	3'-5'	Varies	Brown (Scarce)	Early Spring
Fakahatchee Grass	Tripsacum dactyloides	4'-6'	4'-6'	Yes	Cream/Orange/Red/Yellow	Summer/Fall
Florida Gamma Grass	Tripsacum floridana	2'-4'	4'-6'	Yes	Yellow	Spring/Summer
Liriope (Lilyturf)	Liriope muscari	0.5"-1'	0.5"-2'	No	White w/berries	Summer
Muhly Grass	Muhlenbergia spp.	2'-5'	2'-3'	Yes	Pink	Fall
Purple Fountain Grass	Pennisetum setaceum	4'-6'	2'-4'	No	Purple w/Copper Leaves	Summer/Fall

PATIO PLANTS

Common Name	Latin Name	Height	Spread	Native	Flowers	Bloom Time
Bromeliads	Bromeliad spp.	1'-2'	1'-2'	Varies	Many Colors	Varies
Cordyline (a/k/a Ribbon Plant or Ti Plant)	Cordyline terminalis	3'-10'	2'-4'	No	Yellow	Spring
Dracaena (Corn Plant)	Dracaena fragrans massangeana	5'-15'	2'-3'	No	White Fragrant	Periodically
Peace Lily	Spathiphyllum	1'-4'	1'-4'	No	White Spathe	Spring

VEGETATION NOT PERMITTED (PALMS)

If currently existing on a residential property in Marina Bay, due to size at maturity, upon demise, replacement is not permitted.
However, may be professionally planted by contracted landscape company in open common areas with approval.

Common Name	Latin Name	Height	Spread	Native	Flowers	Bloom Time
Magnolia (Southern)	Magnolia grandiflora	60'-80'	30'-40'	Yes	White Fragrant	Spring/Summer
Red Maple	Acer rubrum	35'-80'	25'-35'	Yes	Red Colorful Leaves	Fall
Slash Pine	Pinus elliottii	75'-100'	35'-50'	Yes	Yellow & Cones	Spring/Summer
Southern Live Oak	Quercus virginiana	60'-80'	60'-120'	Yes	Yellow/Green Catkins	Early Spring

VEGETATION NOT PERMITTED (Assessed as Invasive/Aggressive)

For a complete list of noxious weeds/invasive species, please refer to the Florida Department of Agriculture and Consumer Services Website

Australian Pine	Casurarina species	Prohibited from use in Florida according to the Federal Noxious Weed List. Unlawful to possess, cultivate, transport, cultivate, import without permit from DEP.
Bischofia	Bischofia javanica	Invasive assessment: Not recommended, aggressive roots MUST be managed.
Brazilian Pepper	Schinus terebinthifolius	Aggressive, rapidly colonizing invasive tree dominates entire ecosystems.
Carrotwood	Cupaniopsis anacardioides	Prohibited from use in Florida according to the Federal Noxious Weed List. Invasive, noxious, spreads rapidly (seeds disseminated by birds).
Downy Rosemyrtle	Rhodomyrtus tomentosa	Invasive Category I, noxious. Has potential to become more invasive than Brazilian Pepper.
Earleaf Acacia	Acacia auriculiformis	Not recommended. MUST be managed. Escapes cultivation and becomes mildly invasive.
Java Plum	Syzygium cumini	Invasive Category I, rapid spreading, non-native.
Norfolk Island Pine	Araucaria heterophylla	Can be recommended, but, too large for residential areas. Large surface roots problematic.
Punk Tree	Melaleuca species	Prohibited from use in Florida. Invasive Category I, noxious.
Surinam Cherry	Eugenia uniflora	Potentially invasive. Not recommended in South Florida. Will be reassessed in 10 years.

(+1) 305.692.7900
support@tenantevaluation.com

Property Application for

MARINA BAY OF FORT MYERS HOA

1

Access TenantEvaluation

You can go to **Tenantev.com**
or scan this QR Code

Then

2

Create a new account

Use the following
application code to begin

13377

Property Application
Code

How to Apply?

You must create a Tenant Evaluation account to apply, or you can sign in to your existing account.

The community you are applying to could request information such as Credit report (Social Security number necessary), Criminal background check, Eviction report, Proof on income, Personal and work verifications.

The Application process may take up to 45 minutes

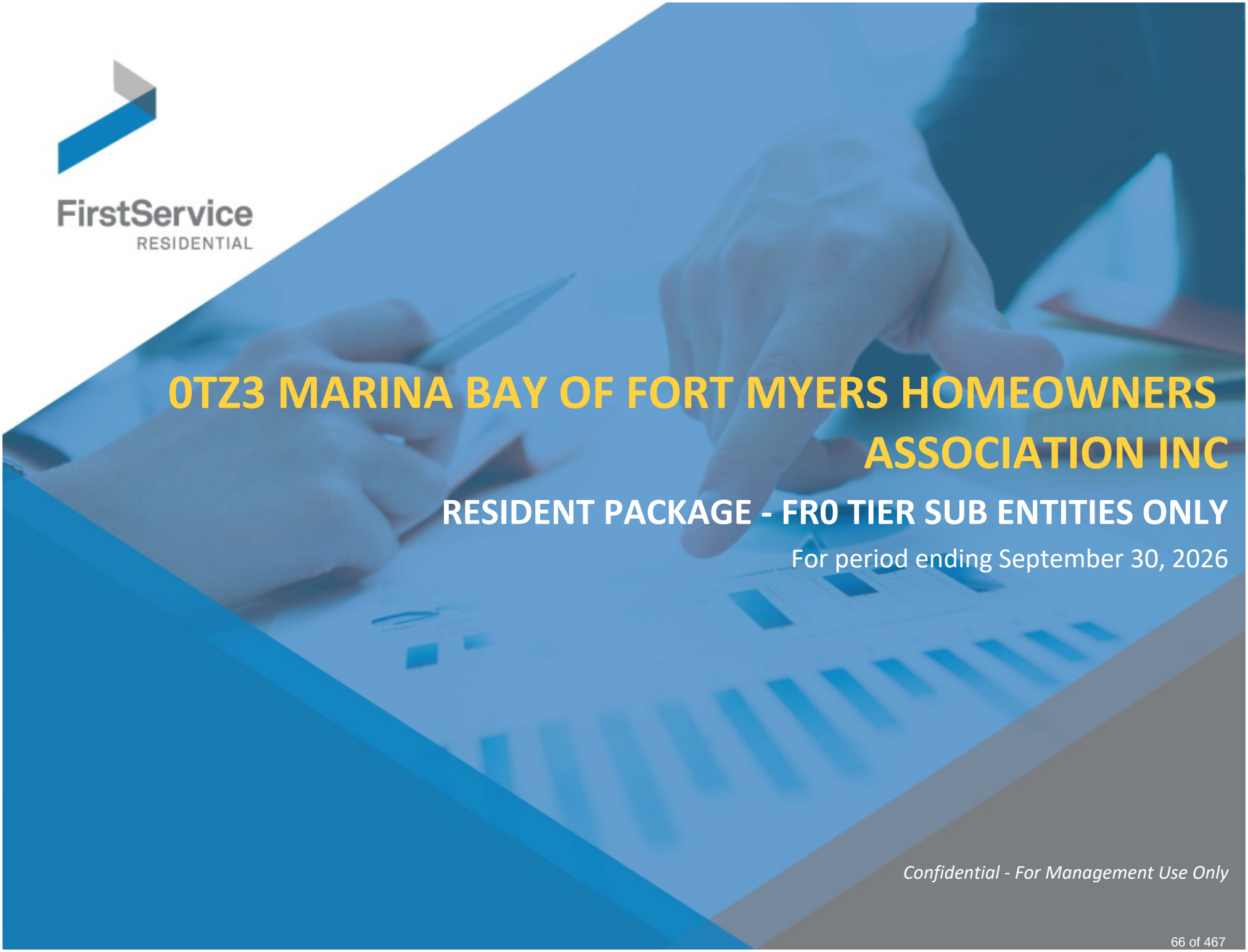
App available on

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Important

- Application Fee: There is a cost associated with the application. You won't be charged until your digital application form is submitted at the beginning of the process.
- This application is linked to the email address you will use to create your new account.
- If you have questions regarding the application requirements, please contact the association directly.
- Tenant Evaluation does not determine your approval. The community association and its Board of Directors make the final decision after reviewing your application.



FirstService
RESIDENTIAL

0TZ3 MARINA BAY OF FORT MYERS HOMEOWNERS ASSOCIATION INC

RESIDENT PACKAGE - FR0 TIER SUB ENTITIES ONLY

For period ending September 30, 2026

Confidential - For Management Use Only

MARINA BAY OF FORT MYERS HOMEOWNERS ASSOCIATION INC

RESIDENT PACKAGE - FR0 TIER SUB ENTITIES ONLY

September 30, 2026

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Disclosures:

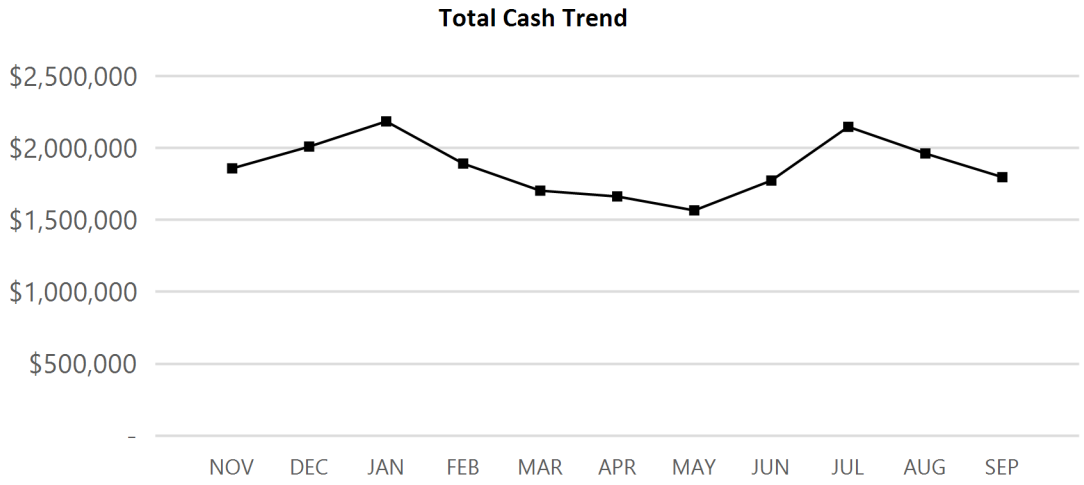
1. Please note that effective January 1, 2013 – for all accounts, FDIC coverage is $250,000 per deposit at FDIC insured institutions.
2. Financial information is provided for owners who are members of this association only. The information is believed to be accurate as of the date the documents are posted. Any owner receiving this information shall not use the information in any way which is inconsistent with the requirements of governing state of federal law.

MARINA BAY OF FORT MYERS HOMEOWNERS ASSOCIATION INC

Executive Summary

September 30, 2026

TOTAL CASH	
Operating	$1,019,946
Other	-
Reserves	$750,545
Security Deposits	$27,077
Special Assessment	-
Total Cash	$1,797,568



OPERATING CASH	
Beginning Cash	$1,037,872
Change in Cash	($17,926)
Ending Cash	$1,019,946
Less: Accruals	$65,537
Less: Current Accounts Payable	-
Adjusted Operating Cash	$954,409

ACCOUNTS RECEIVABLE SUMMARY

Receivable Type	Current	Over 30 Days	Over 60 Days	Over 90 Days	Balance
BC Return Check Fees	-	-	$30	-	$30
II Interest Income	$1,229	$1,287	$966	$2,515	$5,997
LF Late Fees	($101)	-	$1,070	$670	$1,639
MQ Maintenance Fees	($187,845)	($3,509)	$4,159	$35,350	($151,846)
UD Demand/30 Day Collection Notice	$288	$324	$108	$1,044	$1,764
UF Reminder Collection Cost	-	$11	$55	$143	$209
UP ATP Collection Cost	-	-	$3,250	-	$3,250
VF Violation Fees	-	-	-	$5,000	$5,000
TOTAL	**($186,429)**	**($1,887)**	**$9,638**	**$44,721**	**($133,957)**

Executive Summary

September 30, 2026

INCOME STATEMENT SUMMARY

Income Recap

Account	Sep Actual	Sep Budget	Sep Variance	YTD Actual	YTD Budget	YTD Variance	2026 Total Budget	2026 Budget Remaining/(Over)
TOTAL REVENUE	$309,898	$306,714	$3,184	$2,816,634	$2,760,426	$56,208	$3,680,562	$863,928
TOTAL EXPENSES	$271,590	$306,711	$35,121	$2,558,639	$2,760,399	$201,760	$3,680,562	$1,121,923
NET INCOME/(LOSS)	$38,308	$3	$38,305	$257,995	$27	$257,968	-	($257,995)

Expense Summary

Account	Sep Actual	Sep Budget	Sep Variance	YTD Actual	YTD Budget	YTD Variance	2026 Total Budget	2026 Budget Remaining/(Over)
ADMINISTRATIVE	$12,043	$6,908	($5,135)	$79,050	$62,172	($16,878)	$82,900	$3,850
PROPERTY INSURANCE	$34,213	$35,427	$1,214	$253,992	$318,843	$64,851	$425,124	$171,132
UTILITIES	$22,939	$20,538	($2,401)	$188,041	$184,842	($3,199)	$246,450	$58,409
CONTRACTS	$119,294	$138,748	$19,454	$1,160,489	$1,248,732	$88,243	$1,664,994	$504,505
OPERATING SALARIES & BENEFITS	$28,240	$31,046	$2,806	$281,164	$279,414	($1,750)	$372,553	$91,389
REPAIRS/MAINTENANCE	$11,075	$12,741	$1,666	$138,638	$114,669	($23,969)	$152,900	$14,262
RECREATION CENTER	$2,750	$8,666	$5,916	$61,169	$77,994	$16,825	$104,000	$42,831
SPECIAL PROJECTS	-	$4,167	$4,167	$13,307	$37,503	$24,196	$50,000	$36,693
PRIOR YEAR ACTIVITY	-	$9,528	$9,528	$14,254	$85,752	$71,498	$114,341	$100,087
RESERVE TRANSFERS	$41,036	$38,942	($2,094)	$368,535	$350,478	($18,057)	$467,300	$98,765

Executive Summary

September 30, 2026

CASH SUMMARY

Bank Code/Bank Name	Account Description	Beginning Balance	Increases	Decreases	Ending Balance
Operating					
OPR1 - ALLIANCE BANK OPR CK - ICS SWEEP	OPERATING CHECKING - ALLIANCE BANK OPR CK -ICS SWEEP	-	-	-	-
OPR2 - ALLIANCE BANK OPR CKG - ICS SWEEP	OPERATING CHECKING ICS - ALLIANCE BANK OPR CKG - ICS SWEEP	-	-	-	-
OPR3 - VALLEY BANK CHG OPR CLICK ICS	CHECKING PRIMARY OPERATING LOCKBOX W/ICS - VALLEY BANK CHG OPR CLICK ICS	$1,037,872	$568,945	$586,871	$1,019,946
CIT1 - CASH IN TRANSIT OPR	- CASH IN TRANSIT OPR	-	-	-	-
Total Operating		**$1,037,872**	**$568,945**	**$586,871**	**$1,019,946**
Reserves					
CIT2 - CASH IN TRANSIT RSV	- CASH IN TRANSIT RSV	-	-	-	-
RSV1 - ALLIANCE BANK RSV MM - ICS	RESERVES MONEY MARKET -ICS - ALLIANCE BANK RSV MM -ICS	-	-	-	-
RSV3 - WEBSTER BANK RSV MM - GENERAL ICS	MONEY MARKET RESERVES " RESERVE GENERAL ICS" - WEBSTER BANK RSV MM -GENERAL ICS	$483,417	$8,045	$156,912	$334,550
RSV4 - WEBSTER BANK RSV MM - VILLAS ICS	MONEY MARKET RESREVES "RESERVE VILLAS ICS" - WEBSTER BANK RSV MM - VILLAS ICS	$413,434	$8,033	$5,472	$415,995
RSV2 - ALLIANCE BANK RSV MM - ICS- VILLAS	RESERVES MONEY MARKET - ICS - VILLAS - ALLIANCE BANK RSV MM -ICS- VILLAS	-	-	-	-
Total Reserves		**$896,851**	**$16,078**	**$162,384**	**$750,545**
Security Deposits					
SEC1 - ALLIANCE BANK SEC DEP CK - ICS	SECURITY DEPOSITS CHECKING "ICS" - ALLIANCE BANK SEC DEP CK - ICS	-	-	-	-
SEC2 - VALLEY BANK CHG SEC DEP ICS	CHECKING SECURITY DEPOSIT W/ICS - VALLEY BANK CHG SEC DEP ICS	$27,077	$5,000	$5,000	$27,077
CIT3 - CASH IN TRANSIT SEC	- CASH IN TRANSIT SEC	-	-	-	-
Total Security Deposits		**$27,077**	**$5,000**	**$5,000**	**$27,077**
Total Cash		**$1,961,800**	**$590,023**	**$754,255**	**$1,797,568**

MARINA BAY OF FORT MYERS HOMEOWNERS ASSOCIATION INC

Balance Sheet

As of September 30, 2026

Account	Description	Current Month September	Prior Month August	Month Inc / (Dec)	Current Year September	Prior Year September	Year Inc / (Dec)
ASSETS							
**CURRENT ASSETS							
10010 229	Cash-Operating - 229 Valley National	1,019,946	1,037,872	(17,926)	1,019,946	0	1,019,946
10200	Due (To)/From Reserves	(280,184)	(92,842)	(187,342)	(280,184)	0	(280,184)
10207	Due (To)/From Security	15,575	15,575	0	15,575	0	15,575
10300	Accounts Receivable	102,210	118,682	(16,472)	102,210	0	102,210
10330 85	Other Receivables - 85 Vendors	723	723	0	723	0	723
10390 00	Allowance/Bad Debts - 00	317	(786)	1,104	317	0	317
10500	Prepaid Insurance	246,070	268,878	(22,808)	246,070	0	246,070
10505	Prepaid Expenses	17,591	6,534	11,057	17,591	0	17,591
10549	A/P Clearing	7,259	8,372	(1,113)	7,259	0	7,259
10550	A/R Clearing	(2,481)	(2,481)	0	(2,481)	0	(2,481)
10005	Petty Cash	32	32	0	32	0	32
12090 229	Cash-Deposits - 229 Valley National	27,077	27,077	0	27,077	0	27,077
12091	Due (To)/From Oper	(15,575)	(15,575)	0	(15,575)	0	(15,575)
**TOTAL CURRENT ASSETS		$1,138,561	$1,372,062	($233,501)	$1,138,561	$0	$1,138,561
**RESTRICTED FUNDS							
12010 742	Cash-Reserves - 742 Webster Bank	334,550	483,417	(148,867)	334,550	0	334,550
12010 742a	Cash-Reserves - 742a Webster Bank	415,995	413,434	2,562	415,995	0	415,995
12045	Due (To)/From Operating	280,184	92,842	187,342	280,184	0	280,184
**TOTAL RESTRICTED FUNDS		$1,030,729	$989,693	$41,036	$1,030,729	$0	$1,030,729
**OTHER ASSETS							
19010	Utility Deposits	27,353	27,353	0	27,353	0	27,353
**TOTAL OTHER ASSETS		$27,353	$27,353	$0	$27,353	$0	$27,353

Balance Sheet

As of September 30, 2026

Account	Description	Current Month September	Prior Month August	Month Inc / (Dec)	Current Year September	Prior Year September	Year Inc / (Dec)
**TOTAL ASSETS		$2,196,643	$2,389,108	($192,464)	$2,196,643	$0	$2,196,643
LIABILITIES							
**CURRENT LIABILITIES							
20010	Accrued Expenses	65,537	66,533	(996)	65,537	0	65,537
20030	Insurance Payable	0	155,559	(155,559)	0	0	0
20038	Line of Credit	3,718	3,718	0	3,718	0	3,718
20080	Security Deposits	11,500	11,500	0	11,500	0	11,500
20100	PrePaid Assessments	236,167	48,041	188,127	236,167	0	236,167
20150	Deferred Assessments	0	285,652	(285,652)	0	0	0
**TOTAL CURRENT LIABILITIES		$316,922	$571,003	($254,081)	$316,922	$0	$316,922
**RESERVE LIABILITIES							
30000 0001	Reserves - 0001 Pooled	160,376	153,384	6,992	160,376	0	160,376
30000 001	Reserves - 001 Pooled	813,066	781,116	31,950	813,066	0	813,066
30079	Villas Reserve - Interest	30,730	29,688	1,042	30,730	0	30,730
30080	General Reserve - Interest	26,557	25,505	1,053	26,557	0	26,557
**TOTAL RESERVE LIABILITIES		$1,030,729	$989,693	$41,036	$1,030,729	$0	$1,030,729
**TOTAL LIABILITIES		$1,347,651	$1,560,695	($213,044)	$1,347,651	$0	$1,347,651
**MEMBERS EQUITY							
38020 00	Prior Year Adjustment - 00	(159,556)	(141,827)	(17,728)	(159,556)	0	(159,556)
38020 05	Prior Year Adjustment - 05 Beginning Bal Set up	26,167	26,167	0	26,167	0	26,167
38880	Fund Balance	724,385	724,385	0	724,385	0	724,385

MARINA BAY OF FORT MYERS HOMEOWNERS ASSOCIATION INC

Balance Sheet

As of September 30, 2026

Account	Description	Current Month September	Prior Month August	Month Inc / (Dec)	Current Year September	Prior Year September	Year Inc / (Dec)
Current Year Net Income/ (Loss)		257,995	219,687	38,308	257,995	0	257,995
****TOTAL MEMBERS EQUITY**		**$848,992**	**$828,413**	**$20,580**	**$848,992**	**$0**	**$848,992**
****TOTAL LIABILITIES & EQUITY**		**$2,196,643**	**$2,389,108**	**($192,464)**	**$2,196,643**	**$0**	**$2,196,643**

MARINA BAY OF FORT MYERS HOMEOWNERS ASSOCIATION INC

Income Statement

September 30, 2026

Account	Description	Sep Actual	Sep Budget	Sep Variance	Sep Pct Var	YTD Actual	YTD Budget	YTD Variance	YTD Pct Var	2026 Total Budget	2026 Budget Remaining/ (Over)
Entity: 0TZ3-MARINA BAY OF FORT MYERS HOMEOWNERS ASSOCIATION INC											
REVENUE											
OPERATING REVENUE											
40000	Owner Assessments	246,710	246,710	0	0.0%	2,219,700	2,220,390	(690)	0.0%	2,960,521	740,821
40002	Reserve Income	38,942	38,942	0	0.0%	350,478	350,478	0	0.0%	467,300	116,822
40007	Special Projects	0	0	0	0.0%	390	0	390	0.0%	0	(390)
40011	Late Fee Income	(101)	417	(518)	<-100%	8,735	3,753	4,982	>100%	5,000	(3,735)
40020	Event Income	0	1,417	(1,417)	-100.0%	10,580	12,753	(2,173)	-17.0%	17,000	6,420
40025	Returned Check Fees	0	0	0	0.0%	120	0	120	0.0%	0	(120)
40029	Application Fees	0	417	(417)	-100.0%	1,203	3,753	(2,550)	-67.9%	5,000	3,797
40030	Screening Fees	0	0	0	0.0%	3,190	0	3,190	0.0%	0	(3,190)
40060	Gate Access Income	175	208	(33)	-15.9%	1,245	1,872	(627)	-33.5%	2,500	1,255
40061	Clubhouse FOB Income	0	167	(167)	-100.0%	425	1,503	(1,078)	-71.7%	2,000	1,575
40065	Violation Fees	0	0	0	0.0%	5,000	0	5,000	0.0%	0	(5,000)
40068	Key Fob Income	25	0	25	0.0%	1,025	0	1,025	0.0%	0	(1,025)
40069	Architectural Fees-ACC	185	125	60	48.0%	2,309	1,125	1,184	>100%	1,500	(809)
40070	Auto Decals	380	0	380	0.0%	2,610	0	2,610	0.0%	0	(2,610)
40078	Late Fee Interest	1,355	0	1,355	0.0%	9,424	0	9,424	0.0%	0	(9,424)
40079	Clubhouse Rental Income	1,900	583	1,317	>100%	5,950	5,247	703	13.4%	7,000	1,050
40080	Interest Income	0	0	0	0.0%	47	0	47	0.0%	0	(47)
40081	Reserve Interest	2,094	0	2,094	0.0%	18,057	0	18,057	0.0%	0	(18,057)
40090	Miscellaneous Income	0	0	0	0.0%	160	0	160	0.0%	0	(160)
40095	Prior Yrs Srpl/(Def)	17,728	17,728	0	0.0%	159,556	159,552	4	0.0%	212,741	53,185
40115	Administrative Fee	504	0	504	0.0%	10,762	0	10,762	0.0%	0	(10,762)
41040	Social Activities In	0	0	0	0.0%	5,670	0	5,670	0.0%	0	(5,670)
	OPERATING REVENUE TOTAL:	**$309,898**	**$306,714**	**$3,184**	**1.0%**	**$2,816,634**	**$2,760,426**	**$56,208**	**2.0%**	**$3,680,562**	**$863,928**

MARINA BAY OF FORT MYERS HOMEOWNERS ASSOCIATION INC

Income Statement

September 30, 2026

Account	Description	Sep Actual	Sep Budget	Sep Variance	Sep Pct Var	YTD Actual	YTD Budget	YTD Variance	YTD Pct Var	2026 Total Budget	2026 Budget Remaining/ (Over)
	TOTAL REVENUE:	**$309,898**	**$306,714**	**$3,184**	**1.0%**	**$2,816,634**	**$2,760,426**	**$56,208**	**2.0%**	**$3,680,562**	**$863,928**
EXPENSES											
ADMINISTRATIVE											
50008	Accounting Fees-CPA	833	833	0	0.0%	13,000	7,497	(5,503)	-73.4%	10,000	(3,000)
50012	Bad Debts	(46)	0	46	0.0%	0	0	0	0.0%	0	0
50015	Bank Charges	4	0	(4)	0.0%	364	0	(364)	0.0%	0	(364)
50024	Computer Technical Support	185	467	282	60.4%	423	4,203	3,780	89.9%	5,600	5,177
50026	Unrecorded P-Card	0	0	0	0.0%	2,866	0	(2,866)	0.0%	0	(2,866)
50029	Uniforms	0	83	83	100.0%	0	747	747	100.0%	1,000	1,000
50045	Legal Fees	8,222	2,500	(5,722)	<-100%	36,421	22,500	(13,921)	-61.9%	30,000	(6,421)
50050	License,Taxes,Permit	182	0	(182)	0.0%	727	0	(727)	0.0%	0	(727)
50050	License,Taxes,Permit - Pool/Spa	0	67	67	100.0%	0	603	603	100.0%	800	800
50075	Office Supplies	1,391	583	(808)	<-100%	6,722	5,247	(1,475)	-28.1%	7,000	278
50080	Postage	649	500	(149)	-29.8%	2,338	4,500	2,162	48.0%	6,000	3,662
50091	Professional Fees	623	1,042	419	40.2%	10,653	9,378	(1,275)	-13.6%	12,500	1,847
50555	Holiday Lighting	0	833	833	100.0%	5,534	7,497	1,963	26.2%	10,000	4,466
	ADMINISTRATIVE TOTAL:	**$12,043**	**$6,908**	**($5,135)**	**-74.3%**	**$79,050**	**$62,172**	**($16,878)**	**-27.1%**	**$82,900**	**$3,850**
PROPERTY INSURANCE											
52030	Multiperil Insurance	34,213	35,427	1,214	3.4%	253,992	318,843	64,851	20.3%	425,124	171,132
	PROPERTY INSURANCE TOTAL:	**$34,213**	**$35,427**	**$1,214**	**3.4%**	**$253,992**	**$318,843**	**$64,851**	**20.3%**	**$425,124**	**$171,132**
UTILITIES											
54050	Electricity	13,943	15,958	2,015	12.6%	137,299	143,622	6,323	4.4%	191,500	54,201
54070	Water & Sewer	8,356	4,288	(4,068)	-94.9%	45,084	38,592	(6,492)	-16.8%	51,450	6,366
54075	Fitness Center Cable	347	167	(180)	<-100%	3,958	1,503	(2,455)	<-100%	2,000	(1,958)

Income Statement

September 30, 2026

Account	Description	Sep Actual	Sep Budget	Sep Variance	Sep Pct Var	YTD Actual	YTD Budget	YTD Variance	YTD Pct Var	2026 Total Budget	2026 Budget Remaining/ (Over)
54100	Telephone - Gate	294	125	(169)	<-100%	1,699	1,125	(574)	-51.1%	1,500	(199)
	UTILITIES TOTAL:	**$22,939**	**$20,538**	**($2,401)**	**-11.7%**	**$188,041**	**$184,842**	**($3,199)**	**-1.7%**	**$246,450**	**$58,409**
CONTRACTS											
60013	Cable Television	2,683	0	(2,683)	0.0%	10,673	0	(10,673)	0.0%	0	(10,673)
60046	Equipment Contract - Office Equipment	441	167	(274)	<-100%	3,856	1,503	(2,353)	<-100%	2,000	(1,856)
60046	Equipment Contract - Music System	118	333	215	64.7%	1,819	2,997	1,178	39.3%	4,000	2,181
60050	Fire System Equipment	40	163	123	75.7%	1,624	1,467	(157)	-10.7%	1,957	333
60055	Entry Feature Fountains	121	2,583	2,462	95.3%	26,362	23,247	(3,115)	-13.4%	31,000	4,638
60057	Fountain Contract	2,305	2,563	258	10.1%	16,922	23,067	6,145	26.6%	30,754	13,832
60072	Fitness Center PM	0	208	208	100.0%	0	1,872	1,872	100.0%	2,500	2,500
60074	Hvac System	0	181	181	100.0%	2,852	1,629	(1,223)	-75.1%	2,168	(684)
60075	Janitorial Service	3,745	3,750	5	0.1%	41,908	33,750	(8,158)	-24.2%	45,000	3,092
60085	Lake Maintenance	5,234	5,279	45	0.9%	59,589	47,511	(12,078)	-25.4%	63,345	3,756
60090	Landscape Maint	76,409	76,373	(36)	0.0%	687,462	687,357	(105)	0.0%	916,472	229,010
60095	Mulch	0	11,924	11,924	100.0%	0	107,316	107,316	100.0%	143,095	143,095
61000	Management Services	4,024	4,569	545	11.9%	43,587	41,121	(2,466)	-6.0%	54,828	11,242
61009	Pump Systems Maintenance	432	591	159	27.0%	9,263	5,319	(3,944)	-74.1%	7,097	(2,166)
61010	Pest Control	183	870	688	79.0%	8,220	7,830	(390)	-5.0%	10,440	2,220
61011	Mulch Application Common & Rec	0	667	667	100.0%	0	6,003	6,003	100.0%	8,000	8,000
61012	Preserve Maintenance	0	856	856	100.0%	2,487	7,704	5,217	67.7%	10,278	7,791
61020	Pool/Spa Contract	4,068	3,950	(118)	-3.0%	36,520	35,550	(970)	-2.7%	47,400	10,880
61039	Street Cleaning	950	850	(100)	-11.8%	7,600	7,650	50	0.7%	10,200	2,600
61045	Security Services - Gate	15,331	19,833	4,502	22.7%	170,977	178,497	7,520	4.2%	238,000	67,023

Income Statement

September 30, 2026

Account	Description	Sep Actual	Sep Budget	Sep Variance	Sep Pct Var	YTD Actual	YTD Budget	YTD Variance	YTD Pct Var	2026 Total Budget	2026 Budget Remaining/ (Over)
61045	Security Services - Card Reader Sys	0	0	0	0.0%	1,353	0	(1,353)	0.0%	0	(1,353)
61053	Tennis Court	2,080	2,080	0	0.0%	17,900	18,720	820	4.4%	24,960	7,060
61055	Trash Removal	186	125	(61)	-49.0%	1,677	1,125	(552)	-49.0%	1,500	(177)
61064	Termite Treatment	946	833	(113)	-13.5%	7,840	7,497	(343)	-4.6%	10,000	2,160
	CONTRACTS TOTAL:	**$119,294**	**$138,748**	**$19,454**	**14.0%**	**$1,160,489**	**$1,248,732**	**$88,243**	**7.1%**	**$1,664,994**	**$504,505**
OPERATING SALARIES & BENEFITS											
65000	Salaries - Manager	26,512	28,185	1,673	5.9%	256,336	253,665	(2,671)	-1.1%	338,218	81,882
65040	Medical Insurance	1,728	2,861	1,133	39.6%	24,828	25,749	921	3.6%	34,335	9,507
	OPERATING SALARIES & BENEFITS TOTAL:	**$28,240**	**$31,046**	**$2,806**	**9.0%**	**$281,164**	**$279,414**	**($1,750)**	**-0.6%**	**$372,553**	**$91,389**
REPAIRS/MAINTENANCE											
70051	Fitness Center Equipment	0	83	83	100.0%	2,856	747	(2,109)	<-100%	1,000	(1,856)
70054	R&M-Gate	931	1,667	736	44.1%	6,124	15,003	8,879	59.2%	20,000	13,876
70057	Gate Stickers / Clubhouse FOBs	0	208	208	100.0%	17,611	1,872	(15,739)	<-100%	2,500	(15,111)
70060	R&M-General	8,944	2,500	(6,444)	<-100%	61,266	22,500	(38,766)	<-100%	30,000	(31,266)
70115	Security - Cart/Kubota	0	125	125	100.0%	1,223	1,125	(98)	-8.7%	1,500	277
70116	Security Monitors - Closed Circuit TV	0	208	208	100.0%	9,454	1,872	(7,582)	<-100%	2,500	(6,954)
70135	Landscaping Extras	337	1,333	996	74.7%	24,627	11,997	(12,630)	<-100%	16,000	(8,627)
70137	Irrigation Maintenance	863	2,917	2,055	70.4%	12,154	26,253	14,099	53.7%	35,000	22,846
70138	Tree Trim/Replace	0	3,000	3,000	100.0%	0	27,000	27,000	100.0%	36,000	36,000
70289	Contingency	0	0	0	0.0%	3,323	0	(3,323)	0.0%	0	(3,323)
70292	Operating Expenses	0	700	700	100.0%	0	6,300	6,300	100.0%	8,400	8,400
	REPAIRS/MAINTENANCE TOTAL:	**$11,075**	**$12,741**	**$1,666**	**13.1%**	**$138,638**	**$114,669**	**($23,969)**	**-20.9%**	**$152,900**	**$14,262**
RECREATION CENTER											

Income Statement

September 30, 2026

Account	Description	Sep Actual	Sep Budget	Sep Variance	Sep Pct Var	YTD Actual	YTD Budget	YTD Variance	YTD Pct Var	2026 Total Budget	2026 Budget Remaining/ (Over)
70108	Recreation Center - Pool Repairs	0	833	833	100.0%	4,846	7,497	2,651	35.4%	10,000	5,154
70108	Recreation Center - Janitorial Supplies	312	208	(104)	-50.1%	4,435	1,872	(2,563)	<-100%	2,500	(1,935)
70108	Recreation Center	560	833	273	32.8%	2,628	7,497	4,869	64.9%	10,000	7,372
70108	Recreation Center - Electric	0	0	0	0.0%	(7,429)	0	7,429	0.0%	0	7,429
70108	Recreation Center - HVAC	0	625	625	100.0%	14,600	5,625	(8,975)	<-100%	7,500	(7,100)
70108	Recreation Center - Activies	1,877	4,333	2,456	56.7%	41,047	38,997	(2,050)	-5.3%	52,000	10,953
70108	Recreation Center - Pickleball Supplies/Maint	0	375	375	100.0%	0	3,375	3,375	100.0%	4,500	4,500
70108	Recreation Center - Cable Service	0	1,042	1,042	100.0%	(151)	9,378	9,529	>100%	12,500	12,651
70108	Recreation Center - R&M - Gate	0	417	417	100.0%	1,193	3,753	2,560	68.2%	5,000	3,807
	RECREATION CENTER TOTAL:	**$2,750**	**$8,666**	**$5,916**	**68.3%**	**$61,169**	**$77,994**	**$16,825**	**21.6%**	**$104,000**	**$42,831**
SPECIAL PROJECTS											
74005	Special Projects	0	4,167	4,167	100.0%	13,307	37,503	24,196	64.5%	50,000	36,693
	SPECIAL PROJECTS TOTAL:	**$0**	**$4,167**	**$4,167**	**100.0%**	**$13,307**	**$37,503**	**$24,196**	**64.5%**	**$50,000**	**$36,693**
PRIOR YEAR ACTIVITY											
70298	Prior Year Expense	0	9,528	9,528	100.0%	14,254	85,752	71,498	83.4%	114,341	100,087
	PRIOR YEAR ACTIVITY TOTAL:	**$0**	**$9,528**	**$9,528**	**100.0%**	**$14,254**	**$85,752**	**$71,498**	**83.4%**	**$114,341**	**$100,087**
RESERVE TRANSFERS											
80000	Reserve Transfers Pooled	38,942	38,942	0	0.0%	350,478	350,478	0	0.0%	467,300	116,822
80001	Reserve Interest	2,094	0	(2,094)	0.0%	18,057	0	(18,057)	0.0%	0	(18,057)
	RESERVE TRANSFERS TOTAL:	**$41,036**	**$38,942**	**($2,094)**	**-5.4%**	**$368,535**	**$350,478**	**($18,057)**	**-5.2%**	**$467,300**	**$98,765**

Income Statement

September 30, 2026

Account	Description	Sep Actual	Sep Budget	Sep Variance	Sep Pct Var	YTD Actual	YTD Budget	YTD Variance	YTD Pct Var	2026 Total Budget	2026 Budget Remaining/ (Over)
	TOTAL EXPENSES:	**$271,590**	**$306,711**	**$35,121**	**11.5%**	**$2,558,639**	**$2,760,399**	**$201,760**	**7.3%**	**$3,680,562**	**$1,121,923**
	NET INCOME/ (LOSS):	**38,308**	**3**	**$38,305**	**>100%**	**257,995**	**27**	**257,968**	**100%**	**0**	**(257,995)**

MARINA BAY OF FORT MYERS HOMEOWNERS ASSOCIATION INC

Income Statement

September 30, 2026

Account	Description	Sep Actual	Sep Budget	Sep Variance	Sep Pct Var	YTD Actual	YTD Budget	YTD Variance	YTD Pct Var	2026 Total Budget	2026 Budget Remaining/ (Over)
Entity: GTZ3-MARINA BAY OF FORT MYERS HOMEOWNERS ASSOCIATION INC - GENERAL											
REVENUE											
OPERATING REVENUE											
40000	Owner Assessments	164,094	164,094	0	0.0%	1,476,156	1,476,846	(690)	0.0%	1,969,128	492,972
40002	Reserve Income	31,950	31,950	0	0.0%	287,550	287,550	0	0.0%	383,400	95,850
40007	Special Projects	0	0	0	0.0%	390	0	390	0.0%	0	(390)
40011	Late Fee Income	(101)	417	(518)	<-100%	8,735	3,753	4,982	>100%	5,000	(3,735)
40020	Event Income	0	1,417	(1,417)	-100.0%	10,580	12,753	(2,173)	-17.0%	17,000	6,420
40025	Returned Check Fees	0	0	0	0.0%	120	0	120	0.0%	0	(120)
40029	Application Fees	0	417	(417)	-100.0%	1,203	3,753	(2,550)	-67.9%	5,000	3,797
40030	Screening Fees	0	0	0	0.0%	3,190	0	3,190	0.0%	0	(3,190)
40060	Gate Access Income	175	208	(33)	-15.9%	1,245	1,872	(627)	-33.5%	2,500	1,255
40061	Clubhouse FOB Income	0	167	(167)	-100.0%	425	1,503	(1,078)	-71.7%	2,000	1,575
40065	Violation Fees	0	0	0	0.0%	5,000	0	5,000	0.0%	0	(5,000)
40068	Key Fob Income	25	0	25	0.0%	1,025	0	1,025	0.0%	0	(1,025)
40069	Architectural Fees-ACC	185	125	60	48.0%	2,309	1,125	1,184	>100%	1,500	(809)
40070	Auto Decals	380	0	380	0.0%	2,610	0	2,610	0.0%	0	(2,610)
40078	Late Fee Interest	1,355	0	1,355	0.0%	9,424	0	9,424	0.0%	0	(9,424)
40079	Clubhouse Rental Income	1,900	583	1,317	>100%	5,950	5,247	703	13.4%	7,000	1,050
40080	Interest Income	0	0	0	0.0%	47	0	47	0.0%	0	(47)
40081	Reserve Interest	2,094	0	2,094	0.0%	18,057	0	18,057	0.0%	0	(18,057)
40090	Miscellaneous Income	0	0	0	0.0%	160	0	160	0.0%	0	(160)
40095	Prior Yrs Srpl/(Def)	9,528	9,528	0	0.0%	85,756	85,752	4	0.0%	114,341	28,585
40115	Administrative Fee	504	0	504	0.0%	10,762	0	10,762	0.0%	0	(10,762)
41040	Social Activities In	0	0	0	0.0%	5,670	0	5,670	0.0%	0	(5,670)
	OPERATING REVENUE TOTAL:	**$212,090**	**$208,906**	**$3,184**	**1.5%**	**$1,936,362**	**$1,880,154**	**$56,208**	**3.0%**	**$2,506,869**	**$570,507**

MARINA BAY OF FORT MYERS HOMEOWNERS ASSOCIATION INC

Income Statement

September 30, 2026

Account	Description	Sep Actual	Sep Budget	Sep Variance	Sep Pct Var	YTD Actual	YTD Budget	YTD Variance	YTD Pct Var	2026 Total Budget	2026 Budget Remaining/ (Over)
	TOTAL REVENUE:	**$212,090**	**$208,906**	**$3,184**	**1.5%**	**$1,936,362**	**$1,880,154**	**$56,208**	**3.0%**	**$2,506,869**	**$570,507**
EXPENSES											
ADMINISTRATIVE											
50008	Accounting Fees-CPA	833	833	0	0.0%	13,000	7,497	(5,503)	-73.4%	10,000	(3,000)
50012	Bad Debts	(46)	0	46	0.0%	0	0	0	0.0%	0	0
50015	Bank Charges	4	0	(4)	0.0%	364	0	(364)	0.0%	0	(364)
50024	Computer Technical Support	185	467	282	60.4%	423	4,203	3,780	89.9%	5,600	5,177
50026	Unrecorded P-Card	0	0	0	0.0%	2,866	0	(2,866)	0.0%	0	(2,866)
50029	Uniforms	0	83	83	100.0%	0	747	747	100.0%	1,000	1,000
50045	Legal Fees	8,222	2,500	(5,722)	<-100%	36,421	22,500	(13,921)	-61.9%	30,000	(6,421)
50050	License,Taxes,Permit	182	0	(182)	0.0%	727	0	(727)	0.0%	0	(727)
50050	License,Taxes,Permit - Pool/Spa	0	67	67	100.0%	0	603	603	100.0%	800	800
50075	Office Supplies	1,391	583	(808)	<-100%	6,722	5,247	(1,475)	-28.1%	7,000	278
50080	Postage	649	500	(149)	-29.8%	2,338	4,500	2,162	48.0%	6,000	3,662
50091	Professional Fees	623	1,042	419	40.2%	10,653	9,378	(1,275)	-13.6%	12,500	1,847
50555	Holiday Lighting	0	833	833	100.0%	5,534	7,497	1,963	26.2%	10,000	4,466
	ADMINISTRATIVE TOTAL:	**$12,043**	**$6,908**	**($5,135)**	**-74.3%**	**$79,050**	**$62,172**	**($16,878)**	**-27.1%**	**$82,900**	**$3,850**
PROPERTY INSURANCE											
52030	Multiperil Insurance	18,333	14,132	(4,201)	-29.7%	97,732	127,188	29,456	23.2%	169,582	71,850
	PROPERTY INSURANCE TOTAL:	**$18,333**	**$14,132**	**($4,201)**	**-29.7%**	**$97,732**	**$127,188**	**$29,456**	**23.2%**	**$169,582**	**$71,850**
UTILITIES											
54050	Electricity	13,943	15,958	2,015	12.6%	137,299	143,622	6,323	4.4%	191,500	54,201
54070	Water & Sewer	8,356	4,288	(4,068)	-94.9%	45,084	38,592	(6,492)	-16.8%	51,450	6,366
54075	Fitness Center Cable	347	167	(180)	<-100%	3,958	1,503	(2,455)	<-100%	2,000	(1,958)

Income Statement

September 30, 2026

Account	Description	Sep Actual	Sep Budget	Sep Variance	Sep Pct Var	YTD Actual	YTD Budget	YTD Variance	YTD Pct Var	2026 Total Budget	2026 Budget Remaining/ (Over)
54100	Telephone - Gate	294	125	(169)	<-100%	1,699	1,125	(574)	-51.1%	1,500	(199)
	UTILITIES TOTAL:	**$22,939**	**$20,538**	**($2,401)**	**-11.7%**	**$188,041**	**$184,842**	**($3,199)**	**-1.7%**	**$246,450**	**$58,409**
CONTRACTS											
60013	Cable Television	2,683	0	(2,683)	0.0%	10,673	0	(10,673)	0.0%	0	(10,673)
60046	Equipment Contract - Office Equipment	441	167	(274)	<-100%	3,856	1,503	(2,353)	<-100%	2,000	(1,856)
60046	Equipment Contract - Music System	118	333	215	64.7%	1,819	2,997	1,178	39.3%	4,000	2,181
60050	Fire System Equipment	40	163	123	75.7%	1,624	1,467	(157)	-10.7%	1,957	333
60055	Entry Feature Fountains	121	2,583	2,462	95.3%	26,362	23,247	(3,115)	-13.4%	31,000	4,638
60057	Fountain Contract	2,305	2,563	258	10.1%	16,922	23,067	6,145	26.6%	30,754	13,832
60072	Fitness Center PM	0	208	208	100.0%	0	1,872	1,872	100.0%	2,500	2,500
60074	Hvac System	0	181	181	100.0%	2,852	1,629	(1,223)	-75.1%	2,168	(684)
60075	Janitorial Service	3,745	3,750	5	0.1%	41,908	33,750	(8,158)	-24.2%	45,000	3,092
60085	Lake Maintenance	5,234	5,279	45	0.9%	59,589	47,511	(12,078)	-25.4%	63,345	3,756
60090	Landscape Maint	20,371	20,335	(36)	-0.2%	183,408	183,015	(393)	-0.2%	244,016	60,608
61000	Management Services	4,024	4,569	545	11.9%	43,587	41,121	(2,466)	-6.0%	54,828	11,242
61009	Pump Systems Maintenance	432	591	159	27.0%	9,263	5,319	(3,944)	-74.1%	7,097	(2,166)
61010	Pest Control	183	145	(38)	-25.9%	3,145	1,305	(1,840)	<-100%	1,740	(1,405)
61011	Mulch Application Common & Rec	0	667	667	100.0%	0	6,003	6,003	100.0%	8,000	8,000
61012	Preserve Maintenance	0	856	856	100.0%	2,487	7,704	5,217	67.7%	10,278	7,791
61020	Pool/Spa Contract	4,068	3,950	(118)	-3.0%	36,520	35,550	(970)	-2.7%	47,400	10,880
61039	Street Cleaning	950	850	(100)	-11.8%	7,600	7,650	50	0.7%	10,200	2,600
61045	Security Services - Gate	15,331	19,833	4,502	22.7%	170,977	178,497	7,520	4.2%	238,000	67,023
61045	Security Services - Card Reader Sys	0	0	0	0.0%	1,353	0	(1,353)	0.0%	0	(1,353)

Income Statement

September 30, 2026

Account	Description	Sep Actual	Sep Budget	Sep Variance	Sep Pct Var	YTD Actual	YTD Budget	YTD Variance	YTD Pct Var	2026 Total Budget	2026 Budget Remaining/ (Over)
61053	Tennis Court	2,080	2,080	0	0.0%	17,900	18,720	820	4.4%	24,960	7,060
61055	Trash Removal	186	125	(61)	-49.0%	1,677	1,125	(552)	-49.0%	1,500	(177)
61064	Termite Treatment	113	0	(113)	0.0%	225	0	(225)	0.0%	0	(225)
	CONTRACTS TOTAL:	**$62,423**	**$69,228**	**$6,805**	**9.8%**	**$643,746**	**$623,052**	**($20,694)**	**-3.3%**	**$830,743**	**$186,997**
OPERATING SALARIES & BENEFITS											
65000	Salaries - Manager	26,512	28,185	1,673	5.9%	256,336	253,665	(2,671)	-1.1%	338,218	81,882
65040	Medical Insurance	1,728	2,861	1,133	39.6%	24,828	25,749	921	3.6%	34,335	9,507
	OPERATING SALARIES & BENEFITS TOTAL:	**$28,240**	**$31,046**	**$2,806**	**9.0%**	**$281,164**	**$279,414**	**($1,750)**	**-0.6%**	**$372,553**	**$91,389**
REPAIRS/MAINTENANCE											
70051	Fitness Center Equipment	0	83	83	100.0%	2,856	747	(2,109)	<-100%	1,000	(1,856)
70054	R&M-Gate	931	1,667	736	44.1%	6,124	15,003	8,879	59.2%	20,000	13,876
70057	Gate Stickers / Clubhouse FOBs	0	208	208	100.0%	17,611	1,872	(15,739)	<-100%	2,500	(15,111)
70060	R&M-General	8,944	2,500	(6,444)	<-100%	61,266	22,500	(38,766)	<-100%	30,000	(31,266)
70115	Security - Cart/Kubota	0	125	125	100.0%	1,223	1,125	(98)	-8.7%	1,500	277
70116	Security Monitors - Closed Circuit TV	0	208	208	100.0%	9,454	1,872	(7,582)	<-100%	2,500	(6,954)
70135	Landscaping Extras	337	1,333	996	74.7%	24,627	11,997	(12,630)	<-100%	16,000	(8,627)
70137	Irrigation Maintenance	863	2,917	2,055	70.4%	12,154	26,253	14,099	53.7%	35,000	22,846
70138	Tree Trim/Replace	0	3,000	3,000	100.0%	0	27,000	27,000	100.0%	36,000	36,000
70289	Contingency	0	0	0	0.0%	3,323	0	(3,323)	0.0%	0	(3,323)
70292	Operating Expenses	0	700	700	100.0%	0	6,300	6,300	100.0%	8,400	8,400
	REPAIRS/MAINTENANCE TOTAL:	**$11,075**	**$12,741**	**$1,666**	**13.1%**	**$138,638**	**$114,669**	**($23,969)**	**-20.9%**	**$152,900**	**$14,262**
RECREATION CENTER											
70108	Recreation Center - Pool Repairs	0	833	833	100.0%	4,846	7,497	2,651	35.4%	10,000	5,154

Income Statement

September 30, 2026

Account	Description	Sep Actual	Sep Budget	Sep Variance	Sep Pct Var	YTD Actual	YTD Budget	YTD Variance	YTD Pct Var	2026 Total Budget	2026 Budget Remaining/ (Over)
70108	Recreation Center - Janitorial Supplies	312	208	(104)	-50.1%	4,435	1,872	(2,563)	<-100%	2,500	(1,935)
70108	Recreation Center	560	833	273	32.8%	2,628	7,497	4,869	64.9%	10,000	7,372
70108	Recreation Center - Electric	0	0	0	0.0%	(7,429)	0	7,429	0.0%	0	7,429
70108	Recreation Center - HVAC	0	625	625	100.0%	14,600	5,625	(8,975)	<-100%	7,500	(7,100)
70108	Recreation Center - Activies	1,877	4,333	2,456	56.7%	41,047	38,997	(2,050)	-5.3%	52,000	10,953
70108	Recreation Center - Pickleball Supplies/Maint	0	375	375	100.0%	0	3,375	3,375	100.0%	4,500	4,500
70108	Recreation Center - Cable Service	0	1,042	1,042	100.0%	(151)	9,378	9,529	>100%	12,500	12,651
70108	Recreation Center - R&M - Gate	0	417	417	100.0%	1,193	3,753	2,560	68.2%	5,000	3,807
	RECREATION CENTER TOTAL:	**$2,750**	**$8,666**	**$5,916**	**68.3%**	**$61,169**	**$77,994**	**$16,825**	**21.6%**	**$104,000**	**$42,831**
SPECIAL PROJECTS											
74005	Special Projects	0	4,167	4,167	100.0%	13,307	37,503	24,196	64.5%	50,000	36,693
	SPECIAL PROJECTS TOTAL:	**$0**	**$4,167**	**$4,167**	**100.0%**	**$13,307**	**$37,503**	**$24,196**	**64.5%**	**$50,000**	**$36,693**
PRIOR YEAR ACTIVITY											
70298	Prior Year Expense	0	9,528	9,528	100.0%	14,254	85,752	71,498	83.4%	114,341	100,087
	PRIOR YEAR ACTIVITY TOTAL:	**$0**	**$9,528**	**$9,528**	**100.0%**	**$14,254**	**$85,752**	**$71,498**	**83.4%**	**$114,341**	**$100,087**
RESERVE TRANSFERS											
80000	Reserve Transfers Pooled	31,950	31,950	0	0.0%	287,550	287,550	0	0.0%	383,400	95,850
80001	Reserve Interest	2,094	0	(2,094)	0.0%	18,057	0	(18,057)	0.0%	0	(18,057)
	RESERVE TRANSFERS TOTAL:	**$34,044**	**$31,950**	**($2,094)**	**-6.6%**	**$305,607**	**$287,550**	**($18,057)**	**-6.3%**	**$383,400**	**$77,793**
	TOTAL EXPENSES:	**$191,846**	**$208,904**	**$17,058**	**8.2%**	**$1,822,707**	**$1,880,136**	**$57,429**	**3.1%**	**$2,506,869**	**$684,162**

Income Statement

September 30, 2026

Account	Description	Sep Actual	Sep Budget	Sep Variance	Sep Pct Var	YTD Actual	YTD Budget	YTD Variance	YTD Pct Var	2026 Total Budget	2026 Budget Remaining/ (Over)
	NET INCOME/ (LOSS):	**20,244**	**2**	**$20,242**	**>100%**	**113,655**	**18**	**113,637**	**100%**	**0**	**(113,655)**

Income Statement

September 30, 2026

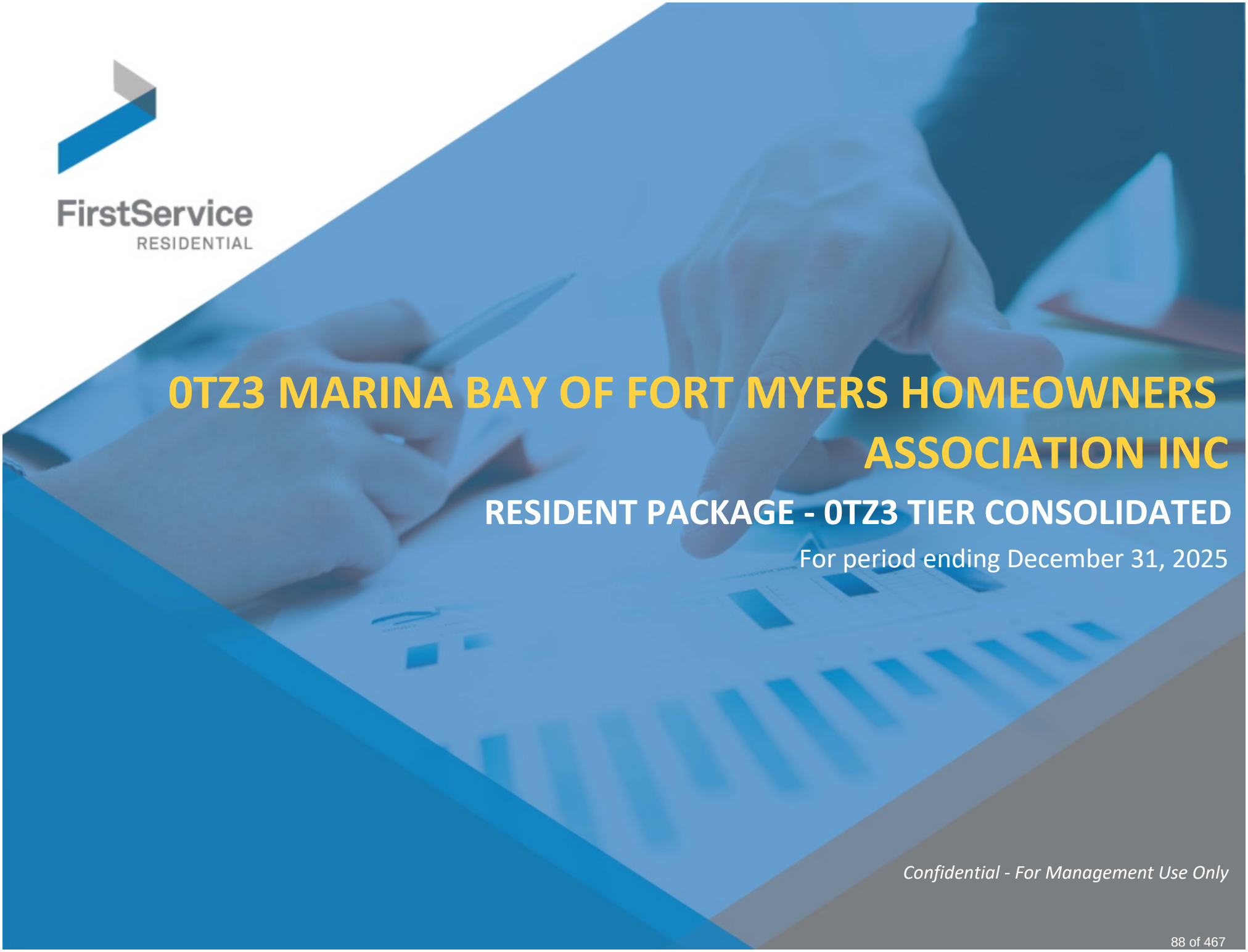
Account	Description	Sep Actual	Sep Budget	Sep Variance	Sep Pct Var	YTD Actual	YTD Budget	YTD Variance	YTD Pct Var	2026 Total Budget	2026 Budget Remaining/ (Over)
Entity: STZ3-MARINA BAY OF FORT MYERS HOMEOWNERS ASSOCIATION INC - SINGLE FAMILY											
REVENUE											
OPERATING REVENUE											
40000	Owner Assessments	53,499	53,499	0	0.0%	481,491	481,491	0	0.0%	641,985	160,494
	OPERATING REVENUE TOTAL:	**$53,499**	**$53,499**	**$0**	**0.0%**	**$481,491**	**$481,491**	**$0**	**0.0%**	**$641,985**	**$160,494**
	TOTAL REVENUE:	**$53,499**	**$53,499**	**$0**	**0.0%**	**$481,491**	**$481,491**	**$0**	**0.0%**	**$641,985**	**$160,494**
EXPENSES											
CONTRACTS											
60090	Landscape Maint	44,415	44,415	0	0.0%	399,616	399,735	119	0.0%	532,985	133,369
60095	Mulch	0	9,083	9,083	100.0%	0	81,747	81,747	100.0%	109,000	109,000
	CONTRACTS TOTAL:	**$44,415**	**$53,498**	**$9,083**	**17.0%**	**$399,616**	**$481,482**	**$81,866**	**17.0%**	**$641,985**	**$242,369**
	TOTAL EXPENSES:	**$44,415**	**$53,498**	**$9,083**	**17.0%**	**$399,616**	**$481,482**	**$81,866**	**17.0%**	**$641,985**	**$242,369**
	NET INCOME/ (LOSS):	**9,084**	**1**	**$9,083**	**>100%**	**81,875**	**9**	**81,866**	**100%**	**0**	**(81,875)**

MARINA BAY OF FORT MYERS HOMEOWNERS ASSOCIATION INC

Income Statement

September 30, 2026

Account	Description	Sep Actual	Sep Budget	Sep Variance	Sep Pct Var	YTD Actual	YTD Budget	YTD Variance	YTD Pct Var	2026 Total Budget	2026 Budget Remaining/ (Over)
Entity: VTZ3-MARINA BAY OF FORT MYERS HOMEOWENRS ASSOCIATION INC - VILLAS											
REVENUE											
OPERATING REVENUE											
40000	Owner Assessments	29,117	29,117	0	0.0%	262,053	262,053	0	0.0%	349,408	87,355
40002	Reserve Income	6,992	6,992	0	0.0%	62,928	62,928	0	0.0%	83,900	20,972
40095	Prior Yrs Srpl/(Def)	8,200	8,200	0	0.0%	73,800	73,800	0	0.0%	98,400	24,600
	OPERATING REVENUE TOTAL:	**$44,309**	**$44,309**	**$0**	**0.0%**	**$398,781**	**$398,781**	**$0**	**0.0%**	**$531,708**	**$132,927**
	TOTAL REVENUE:	**$44,309**	**$44,309**	**$0**	**0.0%**	**$398,781**	**$398,781**	**$0**	**0.0%**	**$531,708**	**$132,927**
EXPENSES											
PROPERTY INSURANCE											
52030	Multiperil Insurance	15,881	21,295	5,415	25.4%	156,260	191,655	35,395	18.5%	255,542	99,282
	PROPERTY INSURANCE TOTAL:	**$15,881**	**$21,295**	**$5,415**	**25.4%**	**$156,260**	**$191,655**	**$35,395**	**18.5%**	**$255,542**	**$99,282**
CONTRACTS											
60090	Landscape Maint	11,623	11,623	1	0.0%	104,438	104,607	169	0.2%	139,471	35,033
60095	Mulch	0	2,841	2,841	100.0%	0	25,569	25,569	100.0%	34,095	34,095
61010	Pest Control	0	725	725	100.0%	5,075	6,525	1,450	22.2%	8,700	3,625
61064	Termite Treatment	833	833	0	0.0%	7,615	7,497	(118)	-1.6%	10,000	2,385
	CONTRACTS TOTAL:	**$12,456**	**$16,022**	**$3,566**	**22.3%**	**$117,128**	**$144,198**	**$27,070**	**18.8%**	**$192,266**	**$75,138**
RESERVE TRANSFERS											
80000	Reserve Transfers Pooled	6,992	6,992	0	0.0%	62,928	62,928	0	0.0%	83,900	20,972
	RESERVE TRANSFERS TOTAL:	**$6,992**	**$6,992**	**$0**	**0.0%**	**$62,928**	**$62,928**	**$0**	**0.0%**	**$83,900**	**$20,972**
	TOTAL EXPENSES:	**$35,328**	**$44,309**	**$8,981**	**20.3%**	**$336,316**	**$398,781**	**$62,465**	**15.7%**	**$531,708**	**$195,392**
	NET INCOME/ (LOSS):	**8,981**	**0**	**$8,981**	**0.0%**	**62,465**	**0**	**62,465**	**0.0%**	**0**	**(62,465)**



FirstService
RESIDENTIAL

0TZ3 MARINA BAY OF FORT MYERS HOMEOWNERS ASSOCIATION INC

RESIDENT PACKAGE - 0TZ3 TIER CONSOLIDATED

For period ending December 31, 2025

Confidential - For Management Use Only

MARINA BAY OF FORT MYERS HOMEOWNERS ASSOCIATION INC

RESIDENT PACKAGE - 0TZ3 TIER CONSOLIDATED

December 31, 2025

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Disclosures:

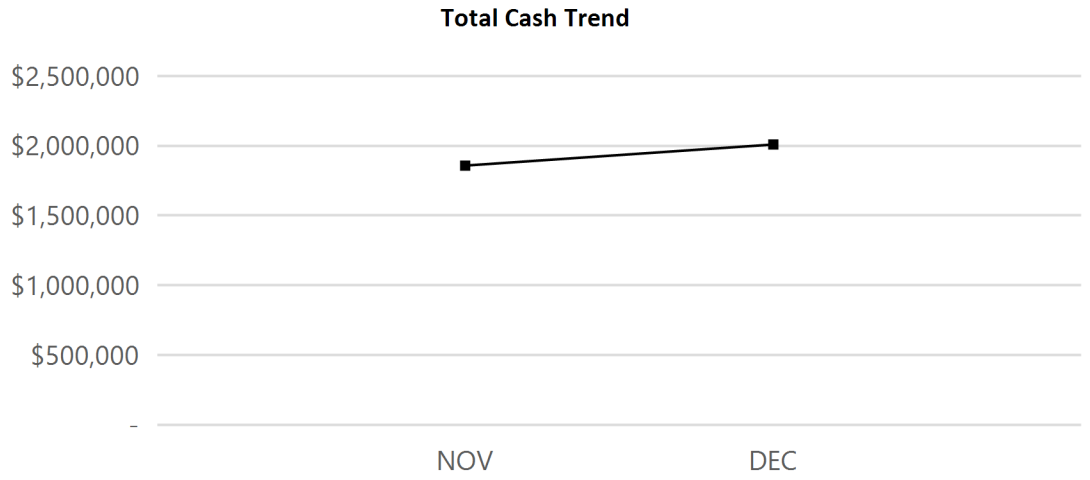
1. Please note that effective January 1, 2013 – for all accounts, FDIC coverage is $250,000 per deposit at FDIC insured institutions.
2. Financial information is provided for owners who are members of this association only. The information is believed to be accurate as of the date the documents are posted. Any owner receiving this information shall not use the information in any way which is inconsistent with the requirements of governing state of federal law.

MARINA BAY OF FORT MYERS HOMEOWNERS ASSOCIATION INC

Executive Summary

December 31, 2025

TOTAL CASH	
Operating	$1,745,276
Other	-
Reserves	$232,255
Security Deposits	$31,958
Special Assessment	-
Total Cash	$2,009,490



OPERATING CASH	
Beginning Cash	$1,594,110
Change in Cash	$151,167
Ending Cash	$1,745,276
Less: Accruals	$396,737
Less: Current Accounts Payable	$306
Adjusted Operating Cash	$1,348,233

ACCOUNTS RECEIVABLE SUMMARY

Receivable Type	Current	Over 30 Days	Over 60 Days	Over 90 Days	Balance
MQ Maintenance Fees	($201,113)	$52,906	-	-	($148,206)
TOTAL	**($201,113)**	**$52,906**	**-**	**-**	**($148,206)**

Executive Summary

December 31, 2025

INCOME STATEMENT SUMMARY

Income Recap

Account	Dec Actual	Dec Budget	Dec Variance	YTD Actual	YTD Budget	YTD Variance	2025 Total Budget	2025 Budget Remaining
TOTAL REVENUE	$295,687	$300,286	($4,599)	$3,623,421	$3,603,465	$19,956	$3,603,465	$19,956
TOTAL EXPENSES	$436,437	$295,345	($141,092)	$3,492,381	$3,543,964	$51,583	$3,543,964	$51,583
NET INCOME/(LOSS)	($140,750)	$4,941	($145,691)	$131,040	$59,501	$71,539	$59,501	$71,539

Expense Summary

Account	Dec Actual	Dec Budget	Dec Variance	YTD Actual	YTD Budget	YTD Variance	2025 Total Budget	2025 Budget Remaining
ADMINISTRATIVE	$11,874	$8,157	($3,717)	$80,796	$97,785	$16,989	$97,785	$16,989
PROPERTY INSURANCE	$33,037	$28,941	($4,096)	$446,340	$347,358	($98,982)	$347,358	($98,982)
UTILITIES	$9,368	$10,441	$1,073	$117,421	$125,270	$7,849	$125,270	$7,849
CONTRACTS	$264,624	$140,262	($124,362)	$1,637,910	$1,682,825	$44,915	$1,682,825	$44,915
OPERATING SALARIES & BENEFITS	$28,837	$28,837	-	$308,149	$346,000	$37,851	$346,000	$37,851
REPAIRS/MAINTENANCE	$13,152	$11,375	($1,777)	$158,288	$136,500	($21,788)	$136,500	($21,788)
RECREATION CENTER	$31,411	$19,963	($11,448)	$224,098	$239,776	$15,678	$239,776	$15,678
SPECIAL PROJECTS	$868	$4,163	$3,295	$868	$50,000	$49,132	$50,000	$49,132
RESERVE TRANSFERS	$43,267	$43,206	($61)	$518,511	$518,450	($61)	$518,450	($61)

Executive Summary

December 31, 2025

CASH SUMMARY

Bank Code/Bank Name	Account Description	Beginning Balance	Increases	Decreases	Ending Balance
Operating					
OPR1 - ALLIANCE BANK OPR CK - ICS SWEEP	OPERATING CHECKING - ALLIANCE BANK OPR CK -ICS SWEEP	-	-	-	-
OPR2 - ALLIANCE BANK OPR - ICS SWEEP	OPERTING ICS - ALLIANCE BANK OPR - ICS SWEEP	$1,594,110	$20,574	$117,298	$1,497,386
OPR3 - VALLEY BANK CHG OPR CLICK ICS	CHECKING PRIMARY OPERATING LOCKBOX W/ICS - VALLEY BANK CHG OPR CLICK ICS		$308,992	$61,102	$247,891
Total Operating		**$1,594,110**	**$329,566**	**$178,400**	**$1,745,276**
Reserves					
RSV1 - ALLIANCE BANK RSV MM - ICS	RESERVES MONEY MARKET -ICS - ALLIANCE BANK RSV MM -ICS	$182,971	$54	-	$183,025
RSV2 - ALLIANCE BANK RSV MM - ICS- VILLAS	RESERVES MONEY MARKET - ICS - VILLAS - ALLIANCE BANK RSV MM -ICS- VILLAS	$49,224	$6	-	$49,230
Total Reserves		**$232,194**	**$61**	**-**	**$232,255**
Security Deposits					
SEC1 - ALLIANCE BANK SEC DEP CK - ICS	SECURITY DEPOSITS CHECKING "ICS" - ALLIANCE BANK SEC DEP CK - ICS	$31,958	$576	$575	$31,958
Total Security Deposits		**$31,958**	**$576**	**$575**	**$31,958**
Total Cash		**$1,858,262**	**$330,203**	**$178,975**	**$2,009,490**

MARINA BAY OF FORT MYERS HOMEOWNERS ASSOCIATION INC

Balance Sheet

As of December 31, 2025

Account	Description	Current Month December	Prior Month November	Month Inc / (Dec)	Current Year December	Prior Year December	Year Inc / (Dec)
ASSETS							
**CURRENT ASSETS							
10010 229	Cash-Operating - 229 Valley National	247,891	0	247,891	247,891	0	247,891
10010 665a	Cash-Operating - 665a Alliance Bank	1,497,386	1,594,110	(96,724)	1,497,386	0	1,497,386
10200	Due (To)/From Reserves	(683,577)	(658,129)	(25,448)	(683,577)	0	(683,577)
10207	Due (To)/From Security	5,608	5,608	1	5,608	0	5,608
10300	Accounts Receivable	131,918	146,101	(14,182)	131,918	0	131,918
10390 00	Allowance/Bad Debts - 00	(5,548)	(5,548)	0	(5,548)	0	(5,548)
10500	Prepaid Insurance	168,529	201,567	(33,037)	168,529	0	168,529
10505	Prepaid Expenses	15,042	13,698	1,344	15,042	0	15,042
10549	A/P Clearing	21,141	0	21,141	21,141	0	21,141
10550	A/R Clearing	(20,408)	(2,074)	(18,334)	(20,408)	0	(20,408)
12090 665	Cash-Deposits - 665 Alliance Bank	31,958	31,958	1	31,958	0	31,958
12091	Due (To)/From Oper	(5,608)	(5,608)	(1)	(5,608)	0	(5,608)
**TOTAL CURRENT ASSETS		$1,404,332	$1,321,682	$82,650	$1,404,332	$0	$1,404,332
**RESTRICTED FUNDS							
12010 665	Cash-Reserves - 665 Alliance Bank	183,025	182,971	54	183,025	0	183,025
12010 665a	Cash-Reserves - 665a Alliance Bank	49,230	49,224	6	49,230	0	49,230
12045	Due (To)/From Operating	683,577	658,129	25,448	683,577	0	683,577
**TOTAL RESTRICTED FUNDS		$915,832	$890,323	$25,509	$915,832	$0	$915,832
**OTHER ASSETS							
19010	Utility Deposits	27,353	27,353	0	27,353	0	27,353
**TOTAL OTHER ASSETS		$27,353	$27,353	$0	$27,353	$0	$27,353

MARINA BAY OF FORT MYERS HOMEOWNERS ASSOCIATION INC

Balance Sheet

As of December 31, 2025

Account	Description	Current Month December	Prior Month November	Month Inc / (Dec)	Current Year December	Prior Year December	Year Inc / (Dec)
**TOTAL ASSETS		$2,347,517	$2,239,358	$108,159	$2,347,517	$0	$2,347,517
LIABILITIES							
**CURRENT LIABILITIES							
20000	Accounts Payable	306	66,872	(66,566)	306	0	306
20010	Accrued Expenses	396,737	12,691	384,047	396,737	0	396,737
20038	Line of Credit	3,718	3,718	0	3,718	0	3,718
20080	Security Deposits	26,350	26,350	0	26,350	0	26,350
20100	PrePaid Assessments	280,125	80,049	200,076	280,125	0	280,125
20150	Deferred Assessments	0	294,156	(294,156)	0	0	0
**TOTAL CURRENT LIABILITIES		$707,236	$483,835	$223,401	$707,236	$0	$707,236
**RESERVE LIABILITIES							
30000 001	Reserves - 001 Pooled	876,602	851,153	25,448	876,602	0	876,602
30080	Reserve-Interest	39,230	39,170	61	39,230	0	39,230
**TOTAL RESERVE LIABILITIES		$915,832	$890,323	$25,509	$915,832	$0	$915,832
**TOTAL LIABILITIES		$1,623,068	$1,374,158	$248,910	$1,623,068	$0	$1,623,068
**MEMBERS EQUITY							
38880	Fund Balance	593,409	593,409	0	593,409	0	593,409
Current Year Net Income/ (Loss)		131,040	271,790	(140,750)	131,040	0	131,040
**TOTAL MEMBERS EQUITY		$724,449	$865,200	($140,750)	$724,449	$0	$724,449
**TOTAL LIABILITIES & EQUITY		$2,347,517	$2,239,358	$108,159	$2,347,517	$0	$2,347,517

Income Statement

December 31, 2025

Account	Description	Dec Actual	Dec Budget	Dec Variance	Dec Pct Var	YTD Actual	YTD Budget	YTD Variance	YTD Pct Var	2025 Total Budget	2025 Budget Remaining/ (Over)
Entity: 0TZ3-MARINA BAY OF FORT MYERS HOMEOWNERS ASSOCIATION INC											
REVENUE											
OPERATING REVENUE											
40000	Owner Assessments	252,117	252,118	(1)	0.0%	3,025,422	3,025,515	(93)	0.0%	3,025,515	93
40002	Reserve Income	43,206	43,206	0	0.0%	518,450	518,450	0	0.0%	518,450	0
40011	Late Fee Income	0	587	(587)	-100.0%	25,272	7,000	18,272	>100%	7,000	(18,272)
40017	Fines	0	375	(375)	-100.0%	0	4,500	(4,500)	-100.0%	4,500	4,500
40020	Event Income	0	1,413	(1,413)	-100.0%	16,295	17,000	(705)	-4.1%	17,000	705
40029	Application Fees	150	212	(62)	-29.2%	7,825	2,500	5,325	>100%	2,500	(5,325)
40030	Screening Fees	0	212	(212)	-100.0%	3,745	2,500	1,245	49.8%	2,500	(1,245)
40060	Gate Access Income	0	288	(288)	-100.0%	2,765	3,500	(735)	-21.0%	3,500	735
40061	Clubhouse FOB Income	0	212	(212)	-100.0%	1,745	2,500	(755)	-30.2%	2,500	755
40066	Transmitter Income	10	0	10	0.0%	10	0	10	0.0%	0	(10)
40068	Key Fob Income	25	0	25	0.0%	25	0	25	0.0%	0	(25)
40069	Architectural Fees-ACC	25	250	(225)	-90.0%	1,500	3,000	(1,500)	-50.0%	3,000	1,500
40070	Auto Decals	60	0	60	0.0%	60	0	60	0.0%	0	(60)
40078	Late Fee Interest	0	750	(750)	-100.0%	13,563	9,000	4,563	50.7%	9,000	(4,563)
40079	Clubhouse Rental Income	0	500	(500)	-100.0%	6,650	6,000	650	10.8%	6,000	(650)
40080	Interest Income	34	163	(129)	-79.4%	34	2,000	(1,966)	-98.3%	2,000	1,966
40081	Reserve Interest	61	0	61	0.0%	61	0	61	0.0%	0	(61)
	OPERATING REVENUE TOTAL:	**$295,687**	**$300,286**	**($4,599)**	**-1.5%**	**$3,623,421**	**$3,603,465**	**$19,956**	**0.6%**	**$3,603,465**	**($19,956)**
	TOTAL REVENUE:	**$295,687**	**$300,286**	**($4,599)**	**-1.5%**	**$3,623,421**	**$3,603,465**	**$19,956**	**0.6%**	**$3,603,465**	**($19,956)**
EXPENSES											
ADMINISTRATIVE											
50008	Accounting Fees-CPA	8,500	712	(7,788)	<-100%	8,939	8,500	(439)	-5.2%	8,500	(439)

Income Statement

December 31, 2025

Account	Description	Dec Actual	Dec Budget	Dec Variance	Dec Pct Var	YTD Actual	YTD Budget	YTD Variance	YTD Pct Var	2025 Total Budget	2025 Budget Remaining/ (Over)
50024	Computer Technical Support	45	312	267	85.6%	1,658	3,700	2,042	55.2%	3,700	2,042
50045	Legal Fees	193	4,163	3,970	95.4%	27,557	50,000	22,443	44.9%	50,000	22,443
50050	License,Taxes,Permi t - Pool/Spa	0	69	69	100.0%	775	795	20	2.5%	795	20
50075	Office Supplies	0	587	587	100.0%	8,613	7,000	(1,613)	-23.0%	7,000	(1,613)
50080	Postage	3,136	500	(2,636)	<-100%	5,960	6,000	40	0.7%	6,000	40
50091	Professional Fees	0	837	837	100.0%	12,646	10,000	(2,646)	-26.5%	10,000	(2,646)
50110	Miscellaneous	0	0	0	0.0%	4,455	0	(4,455)	0.0%	0	(4,455)
50125	Town SQ Castle Website Grid	0	195	195	100.0%	0	2,340	2,340	100.0%	2,340	2,340
50555	Holiday Lighting	0	782	782	100.0%	10,194	9,450	(744)	-7.9%	9,450	(744)
	ADMINISTRATIVE TOTAL:	**$11,874**	**$8,157**	**($3,717)**	**-45.6%**	**$80,796**	**$97,785**	**$16,989**	**17.4%**	**$97,785**	**$16,989**
PROPERTY INSURANCE											
52030	Multiperil Insurance	33,037	28,941	(4,096)	-14.2%	446,340	347,358	(98,982)	-28.5%	347,358	(98,982)
	PROPERTY INSURANCE TOTAL:	**$33,037**	**$28,941**	**($4,096)**	**-14.2%**	**$446,340**	**$347,358**	**($98,982)**	**-28.5%**	**$347,358**	**($98,982)**
UTILITIES											
54050	Electricity	8,635	9,642	1,007	10.4%	108,835	115,704	6,869	5.9%	115,704	6,869
54070	Water & Sewer	500	500	0	0.0%	6,080	6,000	(80)	-1.3%	6,000	(80)
54075	Fitness Center Cable	102	104	2	1.9%	984	1,226	242	19.7%	1,226	242
54100	Telephone	0	65	65	100.0%	0	780	780	100.0%	780	780
54100	Telephone - Gate	131	130	(1)	-0.8%	1,522	1,560	38	2.4%	1,560	38
	UTILITIES TOTAL:	**$9,368**	**$10,441**	**$1,073**	**10.3%**	**$117,421**	**$125,270**	**$7,849**	**6.3%**	**$125,270**	**$7,849**
CONTRACTS											
60018	Bookkeeping Service	0	4,500	4,500	100.0%	0	54,000	54,000	100.0%	54,000	54,000
60046	Equipment Contract - Office Equipment	164	375	211	56.4%	1,817	4,500	2,683	59.6%	4,500	2,683
60046	Equipment Contract - Music System	1,018	363	(655)	<-100%	4,356	4,400	44	1.0%	4,400	44

Income Statement

December 31, 2025

Account	Description	Dec Actual	Dec Budget	Dec Variance	Dec Pct Var	YTD Actual	YTD Budget	YTD Variance	YTD Pct Var	2025 Total Budget	2025 Budget Remaining/ (Over)
60050	Fire System Equipment	0	163	163	100.0%	3,466	2,000	(1,466)	-73.3%	2,000	(1,466)
60054	Entry Feature Fountains	271	0	(271)	0.0%	39,800	0	(39,800)	0.0%	0	(39,800)
60057	Fountain Contract	0	122	122	100.0%	355	1,420	1,065	75.0%	1,420	1,065
60065	Gate Traffic Control	0	837	837	100.0%	0	10,000	10,000	100.0%	10,000	10,000
60072	Fitness Center PM	234	79	(155)	<-100%	3,037	937	(2,100)	<-100%	937	(2,100)
60074	Hvac System	0	61	61	100.0%	0	688	688	100.0%	688	688
60075	Janitorial Service	4,177	4,454	277	6.2%	50,382	53,382	3,000	5.6%	53,382	3,000
60085	Lake Maintenance	5,371	4,102	(1,269)	-30.9%	52,381	49,158	(3,223)	-6.6%	49,158	(3,223)
60090	Landscape Maint	74,983	73,845	(1,138)	-1.5%	892,303	886,107	(6,196)	-0.7%	886,107	(6,196)
60095	Mulch	132,202	12,193	(120,009)	<-100%	132,203	146,250	14,047	9.6%	146,250	14,047
61000	Management Services	4,594	4,500	(94)	-2.1%	54,094	54,000	(94)	-0.2%	54,000	(94)
61009	Pump Systems Maintenance	432	428	(4)	-0.9%	7,576	5,180	(2,396)	-46.3%	5,180	(2,396)
61010	Pest Control	725	725	0	0.0%	7,975	8,700	725	8.3%	8,700	725
61011	Mulch Application Common & Rec	11,045	1,064	(9,981)	<-100%	11,045	12,735	1,690	13.3%	12,735	1,690
61012	Preserve Maintenance	737	847	110	13.0%	7,581	10,208	2,627	25.7%	10,208	2,627
61020	Pool/Spa Contract	4,042	4,000	(42)	-1.0%	47,662	48,000	338	0.7%	48,000	338
61027	Pressure Cleaning	0	2,337	2,337	100.0%	0	28,000	28,000	100.0%	28,000	28,000
61039	Street Cleaning	950	850	(100)	-11.8%	6,350	10,200	3,850	37.7%	10,200	3,850
61045	Security Services - Gate	20,115	19,962	(153)	-0.8%	241,424	239,500	(1,924)	-0.8%	239,500	(1,924)
61053	Tennis Court	2,080	2,080	0	0.0%	40,883	24,960	(15,923)	-63.8%	24,960	(15,923)
61064	Termite Treatment	1,484	2,375	891	37.5%	33,219	28,500	(4,719)	-16.6%	28,500	(4,719)
	CONTRACTS TOTAL:	**$264,624**	**$140,262**	**($124,362)**	**-88.7%**	**$1,637,910**	**$1,682,825**	**$44,915**	**2.7%**	**$1,682,825**	**$44,915**
OPERATING SALARIES & BENEFITS											

MARINA BAY OF FORT MYERS HOMEOWNERS ASSOCIATION INC

Income Statement

December 31, 2025

Account	Description	Dec Actual	Dec Budget	Dec Variance	Dec Pct Var	YTD Actual	YTD Budget	YTD Variance	YTD Pct Var	2025 Total Budget	2025 Budget Remaining/ (Over)
65000	Salaries - Manager	28,837	28,837	0	0.0%	308,149	346,000	37,851	10.9%	346,000	37,851
	OPERATING SALARIES & BENEFITS TOTAL:	**$28,837**	**$28,837**	**$0**	**0.0%**	**$308,149**	**$346,000**	**$37,851**	**10.9%**	**$346,000**	**$37,851**
REPAIRS/MAINTENANCE											
70005	R&M-Air Conditioning	181	0	(181)	0.0%	4,306	0	(4,306)	0.0%	0	(4,306)
70054	R&M-Gate	1,196	1,663	467	28.1%	16,911	20,000	3,089	15.4%	20,000	3,089
70057	Gate Stickers / Clubhouse FOBs	50	125	75	60.0%	1,222	1,500	278	18.5%	1,500	278
70060	R&M-General	5,759	2,500	(3,259)	<-100%	47,397	30,000	(17,397)	-58.0%	30,000	(17,397)
70115	Security - Cart/Kubota	0	125	125	100.0%	372	1,500	1,128	75.2%	1,500	1,128
70116	Security Monitors - Closed Circuit TV	0	375	375	100.0%	1,124	4,500	3,376	75.0%	4,500	3,376
70135	Landscaping Extras	0	500	500	100.0%	17,317	6,000	(11,317)	<-100%	6,000	(11,317)
70137	Irrigation Maintenance	2,005	3,087	1,082	35.1%	39,072	37,000	(2,072)	-5.6%	37,000	(2,072)
70138	Tree Trim/Replace	0	3,000	3,000	100.0%	26,606	36,000	9,394	26.1%	36,000	9,394
70289	Contingency	3,962	0	(3,962)	0.0%	3,962	0	(3,962)	0.0%	0	(3,962)
	REPAIRS/MAINTENANCE TOTAL:	**$13,152**	**$11,375**	**($1,777)**	**-15.6%**	**$158,288**	**$136,500**	**($21,788)**	**-16.0%**	**$136,500**	**($21,788)**
RECREATION CENTER											
70108	Recreation Center - Pool Repairs	0	663	663	100.0%	7,059	8,000	941	11.8%	8,000	941
70108	Recreation Center - Janitorial Supplies	0	413	413	100.0%	3,869	5,000	1,131	22.6%	5,000	1,131
70108	Recreation Center	0	2,087	2,087	100.0%	12,034	25,000	12,966	51.9%	25,000	12,966
70108	Recreation Center - Electric	7,429	5,988	(1,441)	-24.1%	77,024	71,900	(5,124)	-7.1%	71,900	(5,124)
70108	Recreation Center - Clubhouse	0	125	125	100.0%	670	1,500	830	55.3%	1,500	830

Income Statement

December 31, 2025

Account	Description	Dec Actual	Dec Budget	Dec Variance	Dec Pct Var	YTD Actual	YTD Budget	YTD Variance	YTD Pct Var	2025 Total Budget	2025 Budget Remaining/ (Over)
70108	Recreation Center - HVAC	7,109	125	(6,984)	<-100%	7,109	1,500	(5,609)	<-100%	1,500	(5,609)
70108	Recreation Center - Activies	7,900	1,837	(6,063)	<-100%	38,279	22,000	(16,279)	-74.0%	22,000	(16,279)
70108	Recreation Center - Pickleball Supplies/Maint	0	288	288	100.0%	2,972	3,500	528	15.1%	3,500	528
70108	Recreation Center - Cable Service	2,481	430	(2,051)	<-100%	15,080	5,226	(9,854)	<-100%	5,226	(9,854)
70108	Recreation Center - Water & Sewer	6,491	4,906	(1,585)	-32.3%	60,004	58,850	(1,154)	-2.0%	58,850	(1,154)
70108	Recreation Center - Trash	0	188	188	100.0%	0	2,300	2,300	100.0%	2,300	2,300
70108	Recreation Center - R&M - Gate	0	2,913	2,913	100.0%	0	35,000	35,000	100.0%	35,000	35,000
	RECREATION CENTER TOTAL:	**$31,411**	**$19,963**	**($11,448)**	**-57.3%**	**$224,098**	**$239,776**	**$15,678**	**6.5%**	**$239,776**	**$15,678**
SPECIAL PROJECTS											
74005	Special Projects	868	4,163	3,295	79.2%	868	50,000	49,132	98.3%	50,000	49,132
	SPECIAL PROJECTS TOTAL:	**$868**	**$4,163**	**$3,295**	**79.2%**	**$868**	**$50,000**	**$49,132**	**98.3%**	**$50,000**	**$49,132**
RESERVE TRANSFERS											
80000	Reserve Transfers - Pooled	43,206	43,206	0	0.0%	518,450	518,450	0	0.0%	518,450	0
80001	Reserve Interest	61	0	(61)	0.0%	61	0	(61)	0.0%	0	(61)
	RESERVE TRANSFERS TOTAL:	**$43,267**	**$43,206**	**($61)**	**-0.1%**	**$518,511**	**$518,450**	**($61)**	**0.0%**	**$518,450**	**($61)**
	TOTAL EXPENSES:	**$436,437**	**$295,345**	**($141,092)**	**-47.8%**	**$3,492,381**	**$3,543,964**	**$51,583**	**1.5%**	**$3,543,964**	**$51,583**
	NET INCOME/ (LOSS):	**(140,750)**	**4,941**	**($145,691)**	**<-100%**	**131,040**	**59,501**	**71,539**	**100%**	**59,501**	**(71,539)**

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December 31, 2025

Account	Description	Dec Actual	Dec Budget	Dec Variance	Dec Pct Var	YTD Actual	YTD Budget	YTD Variance	YTD Pct Var	2025 Total Budget	2025 Budget Remaining/ (Over)
Entity: GTZ3-MARINA BAY OF FORT MYERS HOMEOWNERS ASSOCIATION INC - GENERAL											
REVENUE											
OPERATING REVENUE											
40000	Owner Assessments	161,967	161,967	0	0.0%	1,943,584	1,943,637	(53)	0.0%	1,943,637	53
40002	Reserve Income	37,869	37,869	0	0.0%	454,450	454,450	0	0.0%	454,450	0
40011	Late Fee Income	0	587	(587)	-100.0%	25,272	7,000	18,272	>100%	7,000	(18,272)
40017	Fines	0	375	(375)	-100.0%	0	4,500	(4,500)	-100.0%	4,500	4,500
40020	Event Income	0	1,413	(1,413)	-100.0%	16,295	17,000	(705)	-4.1%	17,000	705
40029	Application Fees	150	212	(62)	-29.2%	7,825	2,500	5,325	>100%	2,500	(5,325)
40030	Screening Fees	0	212	(212)	-100.0%	3,745	2,500	1,245	49.8%	2,500	(1,245)
40060	Gate Access Income	0	288	(288)	-100.0%	2,765	3,500	(735)	-21.0%	3,500	735
40061	Clubhouse FOB Income	0	212	(212)	-100.0%	1,745	2,500	(755)	-30.2%	2,500	755
40066	Transmitter Income	10	0	10	0.0%	10	0	10	0.0%	0	(10)
40068	Key Fob Income	25	0	25	0.0%	25	0	25	0.0%	0	(25)
40069	Architectural Fees-ACC	25	250	(225)	-90.0%	1,500	3,000	(1,500)	-50.0%	3,000	1,500
40070	Auto Decals	60	0	60	0.0%	60	0	60	0.0%	0	(60)
40078	Late Fee Interest	0	750	(750)	-100.0%	13,563	9,000	4,563	50.7%	9,000	(4,563)
40079	Clubhouse Rental Income	0	500	(500)	-100.0%	6,650	6,000	650	10.8%	6,000	(650)
40080	Interest Income	34	163	(129)	-79.4%	34	2,000	(1,966)	-98.3%	2,000	1,966
40081	Reserve Interest	61	0	61	0.0%	61	0	61	0.0%	0	(61)
	OPERATING REVENUE TOTAL:	**$200,200**	**$204,798**	**($4,598)**	**-2.2%**	**$2,477,583**	**$2,457,587**	**$19,996**	**0.8%**	**$2,457,587**	**($19,996)**
	TOTAL REVENUE:	**$200,200**	**$204,798**	**($4,598)**	**-2.2%**	**$2,477,583**	**$2,457,587**	**$19,996**	**0.8%**	**$2,457,587**	**($19,996)**
EXPENSES											
ADMINISTRATIVE											
50008	Accounting Fees-CPA	8,500	712	(7,788)	<-100%	8,939	8,500	(439)	-5.2%	8,500	(439)

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December 31, 2025

Account	Description	Dec Actual	Dec Budget	Dec Variance	Dec Pct Var	YTD Actual	YTD Budget	YTD Variance	YTD Pct Var	2025 Total Budget	2025 Budget Remaining/ (Over)
50024	Computer Technical Support	45	312	267	85.6%	1,658	3,700	2,042	55.2%	3,700	2,042
50045	Legal Fees	193	4,163	3,970	95.4%	27,557	50,000	22,443	44.9%	50,000	22,443
50050	License,Taxes,Permi t - Pool/Spa	0	69	69	100.0%	775	795	20	2.5%	795	20
50075	Office Supplies	0	587	587	100.0%	8,613	7,000	(1,613)	-23.0%	7,000	(1,613)
50080	Postage	3,136	500	(2,636)	<-100%	5,960	6,000	40	0.7%	6,000	40
50091	Professional Fees	0	837	837	100.0%	12,646	10,000	(2,646)	-26.5%	10,000	(2,646)
50110	Miscellaneous	0	0	0	0.0%	4,455	0	(4,455)	0.0%	0	(4,455)
50125	Town SQ Castle Website Grid	0	195	195	100.0%	0	2,340	2,340	100.0%	2,340	2,340
50555	Holiday Lighting	0	782	782	100.0%	10,194	9,450	(744)	-7.9%	9,450	(744)
	ADMINISTRATIVE TOTAL:	**$11,874**	**$8,157**	**($3,717)**	**-45.6%**	**$80,796**	**$97,785**	**$16,989**	**17.4%**	**$97,785**	**$16,989**
PROPERTY INSURANCE											
52030	Multiperil Insurance	13,398	10,428	(2,970)	-28.5%	200,115	125,158	(74,957)	-59.9%	125,158	(74,957)
	PROPERTY INSURANCE TOTAL:	**$13,398**	**$10,428**	**($2,970)**	**-28.5%**	**$200,115**	**$125,158**	**($74,957)**	**-59.9%**	**$125,158**	**($74,957)**
UTILITIES											
54050	Electricity	8,635	9,642	1,007	10.4%	108,835	115,704	6,869	5.9%	115,704	6,869
54070	Water & Sewer	500	500	0	0.0%	6,080	6,000	(80)	-1.3%	6,000	(80)
54075	Fitness Center Cable	102	104	2	1.9%	984	1,226	242	19.7%	1,226	242
54100	Telephone	0	65	65	100.0%	0	780	780	100.0%	780	780
54100	Telephone - Gate	131	130	(1)	-0.8%	1,522	1,560	38	2.4%	1,560	38
	UTILITIES TOTAL:	**$9,368**	**$10,441**	**$1,073**	**10.3%**	**$117,421**	**$125,270**	**$7,849**	**6.3%**	**$125,270**	**$7,849**
CONTRACTS											
60018	Bookkeeping Service	0	4,500	4,500	100.0%	0	54,000	54,000	100.0%	54,000	54,000
60046	Equipment Contract - Office Equipment	164	375	211	56.4%	1,817	4,500	2,683	59.6%	4,500	2,683
60046	Equipment Contract - Music System	1,018	363	(655)	<-100%	4,356	4,400	44	1.0%	4,400	44

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December 31, 2025

Account	Description	Dec Actual	Dec Budget	Dec Variance	Dec Pct Var	YTD Actual	YTD Budget	YTD Variance	YTD Pct Var	2025 Total Budget	2025 Budget Remaining/ (Over)
60050	Fire System Equipment	0	163	163	100.0%	3,466	2,000	(1,466)	-73.3%	2,000	(1,466)
60054	Entry Feature Fountains	271	0	(271)	0.0%	39,800	0	(39,800)	0.0%	0	(39,800)
60057	Fountain Contract	0	122	122	100.0%	355	1,420	1,065	75.0%	1,420	1,065
60065	Gate Traffic Control	0	837	837	100.0%	0	10,000	10,000	100.0%	10,000	10,000
60072	Fitness Center PM	234	79	(155)	<-100%	3,037	937	(2,100)	<-100%	937	(2,100)
60074	Hvac System	0	61	61	100.0%	0	688	688	100.0%	688	688
60075	Janitorial Service	4,177	4,454	277	6.2%	50,382	53,382	3,000	5.6%	53,382	3,000
60085	Lake Maintenance	5,371	4,102	(1,269)	-30.9%	52,381	49,158	(3,223)	-6.6%	49,158	(3,223)
60090	Landscape Maint	20,855	19,827	(1,028)	-5.2%	242,765	237,880	(4,885)	-2.1%	237,880	(4,885)
61000	Management Services	4,594	4,500	(94)	-2.1%	54,094	54,000	(94)	-0.2%	54,000	(94)
61009	Pump Systems Maintenance	432	428	(4)	-0.9%	7,576	5,180	(2,396)	-46.3%	5,180	(2,396)
61011	Mulch Application Common & Rec	11,045	1,064	(9,981)	<-100%	11,045	12,735	1,690	13.3%	12,735	1,690
61012	Preserve Maintenance	737	847	110	13.0%	7,581	10,208	2,627	25.7%	10,208	2,627
61020	Pool/Spa Contract	4,042	4,000	(42)	-1.0%	47,662	48,000	338	0.7%	48,000	338
61039	Street Cleaning	950	850	(100)	-11.8%	6,350	10,200	3,850	37.7%	10,200	3,850
61045	Security Services - Gate	20,115	19,962	(153)	-0.8%	241,424	239,500	(1,924)	-0.8%	239,500	(1,924)
61053	Tennis Court	2,080	2,080	0	0.0%	40,883	24,960	(15,923)	-63.8%	24,960	(15,923)
	CONTRACTS TOTAL:	**$76,084**	**$68,614**	**($7,470)**	**-10.9%**	**$814,975**	**$823,148**	**$8,173**	**1.0%**	**$823,148**	**$8,173**
OPERATING SALARIES & BENEFITS											
65000	Salaries - Manager	28,837	28,837	0	0.0%	308,149	346,000	37,851	10.9%	346,000	37,851
	OPERATING SALARIES & BENEFITS TOTAL:	**$28,837**	**$28,837**	**$0**	**0.0%**	**$308,149**	**$346,000**	**$37,851**	**10.9%**	**$346,000**	**$37,851**
REPAIRS/MAINTENANCE											
70005	R&M-Air Conditioning	181	0	(181)	0.0%	4,306	0	(4,306)	0.0%	0	(4,306)
70054	R&M-Gate	1,196	1,663	467	28.1%	16,911	20,000	3,089	15.4%	20,000	3,089

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December 31, 2025

Account	Description	Dec Actual	Dec Budget	Dec Variance	Dec Pct Var	YTD Actual	YTD Budget	YTD Variance	YTD Pct Var	2025 Total Budget	2025 Budget Remaining/ (Over)
70057	Gate Stickers / Clubhouse FOBs	50	125	75	60.0%	1,222	1,500	278	18.5%	1,500	278
70060	R&M-General	5,759	2,500	(3,259)	<-100%	47,397	30,000	(17,397)	-58.0%	30,000	(17,397)
70115	Security - Cart/Kubota	0	125	125	100.0%	372	1,500	1,128	75.2%	1,500	1,128
70116	Security Monitors - Closed Circuit TV	0	375	375	100.0%	1,124	4,500	3,376	75.0%	4,500	3,376
70135	Landscaping Extras	0	500	500	100.0%	17,317	6,000	(11,317)	<-100%	6,000	(11,317)
70137	Irrigation Maintenance	2,005	3,087	1,082	35.1%	39,072	37,000	(2,072)	-5.6%	37,000	(2,072)
70138	Tree Trim/Replace	0	3,000	3,000	100.0%	26,606	36,000	9,394	26.1%	36,000	9,394
70289	Contingency	3,962	0	(3,962)	0.0%	3,962	0	(3,962)	0.0%	0	(3,962)
	REPAIRS/MAINTENANCE TOTAL:	**$13,152**	**$11,375**	**($1,777)**	**-15.6%**	**$158,288**	**$136,500**	**($21,788)**	**-16.0%**	**$136,500**	**($21,788)**
RECREATION CENTER											
70108	Recreation Center - Pool Repairs	0	663	663	100.0%	7,059	8,000	941	11.8%	8,000	941
70108	Recreation Center - Janitorial Supplies	0	413	413	100.0%	3,869	5,000	1,131	22.6%	5,000	1,131
70108	Recreation Center	0	2,087	2,087	100.0%	12,034	25,000	12,966	51.9%	25,000	12,966
70108	Recreation Center - Electric	7,429	5,988	(1,441)	-24.1%	77,024	71,900	(5,124)	-7.1%	71,900	(5,124)
70108	Recreation Center - Clubhouse	0	125	125	100.0%	670	1,500	830	55.3%	1,500	830
70108	Recreation Center - HVAC	7,109	125	(6,984)	<-100%	7,109	1,500	(5,609)	<-100%	1,500	(5,609)
70108	Recreation Center - Activies	7,900	1,837	(6,063)	<-100%	38,279	22,000	(16,279)	-74.0%	22,000	(16,279)
70108	Recreation Center - Pickleball Supplies/Maint	0	288	288	100.0%	2,972	3,500	528	15.1%	3,500	528
70108	Recreation Center - Cable Service	2,481	430	(2,051)	<-100%	15,080	5,226	(9,854)	<-100%	5,226	(9,854)
70108	Recreation Center - Water & Sewer	6,491	4,906	(1,585)	-32.3%	60,004	58,850	(1,154)	-2.0%	58,850	(1,154)
70108	Recreation Center - Trash	0	188	188	100.0%	0	2,300	2,300	100.0%	2,300	2,300

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December 31, 2025

Account	Description	Dec Actual	Dec Budget	Dec Variance	Dec Pct Var	YTD Actual	YTD Budget	YTD Variance	YTD Pct Var	2025 Total Budget	2025 Budget Remaining/ (Over)
70108	Recreation Center - R&M - Gate	0	2,913	2,913	100.0%	0	35,000	35,000	100.0%	35,000	35,000
	RECREATION CENTER TOTAL:	**$31,411**	**$19,963**	**($11,448)**	**-57.3%**	**$224,098**	**$239,776**	**$15,678**	**6.5%**	**$239,776**	**$15,678**
SPECIAL PROJECTS											
74005	Special Projects	868	4,163	3,295	79.2%	868	50,000	49,132	98.3%	50,000	49,132
	SPECIAL PROJECTS TOTAL:	**$868**	**$4,163**	**$3,295**	**79.2%**	**$868**	**$50,000**	**$49,132**	**98.3%**	**$50,000**	**$49,132**
RESERVE TRANSFERS											
80000	Reserve Transfers - Pooled	37,869	37,869	0	0.0%	454,450	454,450	0	0.0%	454,450	0
80001	Reserve Interest	61	0	(61)	0.0%	61	0	(61)	0.0%	0	(61)
	RESERVE TRANSFERS TOTAL:	**$37,930**	**$37,869**	**($61)**	**-0.2%**	**$454,511**	**$454,450**	**($61)**	**0.0%**	**$454,450**	**($61)**
	TOTAL EXPENSES:	**$222,922**	**$199,847**	**($23,075)**	**-11.5%**	**$2,359,221**	**$2,398,087**	**$38,866**	**1.6%**	**$2,398,087**	**$38,866**
	NET INCOME/ (LOSS):	**(22,722)**	**4,951**	**($27,673)**	**<-100%**	**118,361**	**59,500**	**58,861**	**98.9%**	**59,500**	**(58,861)**

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December 31, 2025

Account	Description	Dec Actual	Dec Budget	Dec Variance	Dec Pct Var	YTD Actual	YTD Budget	YTD Variance	YTD Pct Var	2025 Total Budget	2025 Budget Remaining/ (Over)
Entity: STZ3-MARINA BAY OF FORT MYERS HOMEOWNERS ASSOCIATION INC - SINGLE FAMILY											
REVENUE											
OPERATING REVENUE											
40000	Owner Assessments	52,016	52,017	(1)	0.0%	624,188	624,204	(16)	0.0%	624,204	16
	OPERATING REVENUE TOTAL:	**$52,016**	**$52,017**	**($1)**	**0.0%**	**$624,188**	**$624,204**	**($16)**	**0.0%**	**$624,204**	**$16**
	TOTAL REVENUE:	**$52,016**	**$52,017**	**($1)**	**0.0%**	**$624,188**	**$624,204**	**($16)**	**0.0%**	**$624,204**	**$16**
EXPENSES											
CONTRACTS											
60090	Landscape Maint	43,006	43,003	(3)	0.0%	516,071	516,069	(2)	0.0%	516,069	(2)
60095	Mulch	101,614	9,014	(92,600)	<-100%	101,616	108,135	6,519	6.0%	108,135	6,519
	CONTRACTS TOTAL:	**$144,620**	**$52,017**	**($92,603)**	**<-100%**	**$617,687**	**$624,204**	**$6,517**	**1.0%**	**$624,204**	**$6,517**
	TOTAL EXPENSES:	**$144,620**	**$52,017**	**($92,603)**	**<-100%**	**$617,687**	**$624,204**	**$6,517**	**1.0%**	**$624,204**	**$6,517**
	NET INCOME/ (LOSS):	**(92,604)**	**0**	**($92,604)**	**0.0%**	**6,501**	**0**	**6,501**	**0.0%**	**0**	**(6,501)**

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Account	Description	Dec Actual	Dec Budget	Dec Variance	Dec Pct Var	YTD Actual	YTD Budget	YTD Variance	YTD Pct Var	2025 Total Budget	2025 Budget Remaining/ (Over)
Entity: VTZ3-MARINA BAY OF FORT MYERS HOMEOWENRS ASSOCIATION INC - VILLAS											
REVENUE											
OPERATING REVENUE											
40000	Owner Assessments	38,134	38,134	0	0.0%	457,650	457,674	(24)	0.0%	457,674	24
40002	Reserve Income	5,337	5,337	0	0.0%	64,000	64,000	0	0.0%	64,000	0
	OPERATING REVENUE TOTAL:	**$43,471**	**$43,471**	**$0**	**0.0%**	**$521,650**	**$521,674**	**($24)**	**0.0%**	**$521,674**	**$24**
	TOTAL REVENUE:	**$43,471**	**$43,471**	**$0**	**0.0%**	**$521,650**	**$521,674**	**($24)**	**0.0%**	**$521,674**	**$24**
EXPENSES											
PROPERTY INSURANCE											
52030	Multiperil Insurance	19,639	18,513	(1,126)	-6.1%	246,225	222,200	(24,025)	-10.8%	222,200	(24,025)
	PROPERTY INSURANCE TOTAL:	**$19,639**	**$18,513**	**($1,126)**	**-6.1%**	**$246,225**	**$222,200**	**($24,025)**	**-10.8%**	**$222,200**	**($24,025)**
CONTRACTS											
60090	Landscape Maint	11,122	11,015	(107)	-1.0%	133,467	132,158	(1,309)	-1.0%	132,158	(1,309)
60095	Mulch	30,588	3,179	(27,409)	<-100%	30,588	38,115	7,527	19.7%	38,115	7,527
61010	Pest Control	725	725	0	0.0%	7,975	8,700	725	8.3%	8,700	725
61027	Pressure Cleaning	0	2,337	2,337	100.0%	0	28,000	28,000	100.0%	28,000	28,000
61064	Termite Treatment	1,484	2,375	891	37.5%	33,219	28,500	(4,719)	-16.6%	28,500	(4,719)
	CONTRACTS TOTAL:	**$43,919**	**$19,631**	**($24,288)**	**<-100%**	**$205,248**	**$235,473**	**$30,225**	**12.8%**	**$235,473**	**$30,225**
RESERVE TRANSFERS											
80000	Reserve Transfers - Pooled	5,337	5,337	0	0.0%	64,000	64,000	0	0.0%	64,000	0
	RESERVE TRANSFERS TOTAL:	**$5,337**	**$5,337**	**$0**	**0.0%**	**$64,000**	**$64,000**	**$0**	**0.0%**	**$64,000**	**$0**
	TOTAL EXPENSES:	**$68,895**	**$43,481**	**($25,414)**	**-58.4%**	**$515,473**	**$521,673**	**$6,200**	**1.2%**	**$521,673**	**$6,200**
	NET INCOME/ (LOSS):	**(25,424)**	**(10)**	**($25,414)**	**>100%**	**6,178**	**1**	**6,177**	**100%**	**1**	**(6,177)**

Marina Bay HOA Board Meeting Minutes
Date: September 23, 2026

Pledge of Allegiance/ Moment of Silence

Call to Order / Proof of Notice / Roll Call

- Meeting was called to order by Ken Kapler, President, at 6:00 PM
- Proof of notice was provided by Christian Geymayr, CAM
- Ken Kapler as President – Present
- John Andersons as VP, - Present
- Ken Wayne as Treasurer – Present
- Lucky Johnson as Secretary – Present
- Darren Simpson as Director – Present on Zoom

Meeting Minutes Approval - August 2026

- **Lucky Johson motioned to approve the August 2026 meeting minutes, John Anderson seconded**
    - **All approved, motion carried**

Reports:

- President's Report
    - Ken Kapler provided an update on the upcoming Annual Meeting and the Letter of Intent for members interested in running for the Board.
    - The second notice for the Annual Meeting will be distributed soon.
    - Three Board seats will be up for election.
    - Elected Board members are required to complete four hours of education within 90 days of election.
    - A Town Hall meeting is scheduled for October 5th in the Card Room.
    - A Board workshop is scheduled for the second week of October.
    - The budget is expected to be adopted during the first week of November.
    - A meeting with the Fire Department regarding fire prevention will be scheduled.
- Property Manager's Report
    - Christian Geymayr provided an update on EZ Vote for electronic voting. Two notices will be sent out.
    - The Annual Meeting will have vote counters, and all voting will remain anonymous.
    - A budget adoption workshop will be held during the second week of October to review the draft budget line by line.
    - Roof violation cleanup is up to date, and significant progress has been made. Residents are asked to notify Management once their roof violation has been addressed and provide any updates.
    - The Board decided not to move forward with the initial vendor for the A/C repair. The project continues to progress.
    - A new fountain maintenance plan is being developed to ensure the fountain remains operational and clean.
- Treasurer's Report
    - Ken Wayne spoke on the July financials; he mentioned that we are on budget.

Committees:

- **Finance Committee** – Tom Dyson
    - The committee meets on the second Tuesday of each month.

APPROVED

- The July monthly financial report was reviewed.
- A draft report on the 2025 financials has been started.
- The next meeting is scheduled for October 13th.

- **Technology Committee** – Scott Yates
  - A lightning strike damaged a camera, which has since been replaced.
  - The committee is working on cost-saving measures for the fountains.
  - The 80-inch TV will be installed.
  - The next Technology Committee meeting is tentatively scheduled for October 20th.
  - The next Grievance Committee meeting is scheduled for October 1st.
- **Irrigation Committee** – Jack Aycorde
  - John Anderson provided an update regarding work being completed on his behalf.
  - Water parameters are within the normal range.
  - The irrigation proposal is currently being reviewed.
  - Gate valves that are covered by mud are being relocated to improve accessibility, with the goal of completing the work in a timely and cost-effective manner.
  - The lakes are draining as expected with no issues reported.
  - Oversight of the fountains is being transitioned to the Technical Committee.
  - AA identified nine easements that could accommodate their boat.
- **Landscape Committee** – Jim Bennett
  - Trees on Silveridge will be trimmed.
  - Trimming around the lakes is ongoing and is expected to be completed by Thursday, September 24th.
  - Mulch is scheduled to be delivered on Friday of Thanksgiving week. Residents who wish to opt out of mulch maintenance should notify Management.
- **Villa Committee** – Marv Johnson
  - The committee did not meet in September but will hold its next meeting in October.
  - Palm fronds are still being placed out on Saturday mornings. Residents are reminded that violations will be issued if this continues.
- **Architectural Committee** – Anthony Cordone
  - The number of ACC applications for the month of August was 8 applications.
    - 5 were approved
    - 3 was denied
  - Reminder to notify the ACC once your project has been completed so it can be inspected. You will then receive an inspection letter of approval, which finalizes the application process.
  - Reminder that if you remove a tree, it must be replaced with a tree from the approved tree list.
  - Management to move forward with like-for-like changes without having to wait until the next monthly meeting. An application still needs to be submitted, but there is no $25 fee for like-for-like changes. Management can move forward with ACC approval.
  - The next ACC meeting is scheduled for October 16th.

- **Social Committee** – Joanne Brandon
  - Provided an update on all past events and their success.
  - This Friday at 5:30 pm, there will be a food truck and DJ.
  - A Medicare seminar will be held in the Social Hall on Sunday.
  - A variety of food trucks are scheduled throughout October.
  - Trunk or Treat is scheduled for October 30th.

APPROVED

- Neighborhood-wide trick-or-treating will be held on October 31st.
- The next meeting is scheduled for October 7th.

Old Business

- Discussion – Clubhouse AC Repair
  - Vote to approve new Vendor for AC Repair
    - Affordable Air – Proposal q9592 - $95,000
      - **Ken Kapler tabled.**

New Business

a. Discussion - Music Licensing Contracts
   - The Board will review all music licensing contracts.

b. Discuss Speed Enforcement
   - Speed enforcement will be added to the ballot and discussed at the upcoming Town Hall.

c. **Vote - Exterior repairs or replacement Trees/plants with like for like changes do not require $25 fee but still require an ACC application**
   - **John Anderson Motioned to approve, Lucky Johnson Seconded,**
   - **All in favor, motion carried**

d. **Appointing Committee Member to Finance Committee**
   - **Ken Wayne Motioned to approve and appoint John Parsons to the Finance Committee, John Anderson Seconded,**
   - **All in favor, motion carried**

e. **Appointing Committee Member to Social Committee**
   - **Lucky Johnson Motioned to approve and appoint Dominic Gonsalvo to the Social Committee, Ken Wayne Seconded,**
   - **All in favor, motion carried**

f. **Proposals**:

i. **Ratify AM Irrigation – Proposal 3720-1 Fix Entrance Leak**
   - **$2,570.62**
     - **John Anderson Motioned to approve, Ken Wayne Seconded,**
     - **All in favor, motion carried**

ii. **Vote AM Irrigation – Proposal 3670-1 Seal Entrance Fountain Leak**
   - **$2,146.80**
     - **Ken Kapler tabled.**

iii. **Vote on Juniper Proposal 416974 - to add concrete pads to existing gate valves and add gate valves to separate pump 1 from pump 2**
   - **$16,730**
     - **Ken Kapler tabled.**

iv. **Vote on Juniper optional contract service – Arena Treatment**
   - **$18,000**
     - **John Anderson Motioned to approve, Ken Wayne Seconded,**
     - **All in favor, motion carried**

v. **Vote Coolair Electric Proposal 167242-1 for 3-Phase Monitoring for Front Fountains**

APPROVED

- **$5,360**
  - **Lucky Johnson Motioned to approve, John Anderson Seconded,**
  - **All in favor, motion carried**

vi. **Vote Coolair Electric Proposal 167285-1 Installing Electric Plug under Portico**
- **$360**
  - **John Anderson Motioned to approve, Ken Wayne Seconded,**
  - **All in favor, motion carried**

vii. **Vote Coolair Electric Proposal 164301-1 Repairing Clubhouse Parking Lot Light Posts**
- **$4,888**
  - **Lucky Johnson Motioned to approve, Ken Wayne Seconded,**
  - **All in favor, motion carried**

viii. **Vote Coolair Electric Proposal 167291 Installing new outlet**
- **$785**
  - **Lucky Johnson Motioned to approve, Ken Wayne Seconded,**
  - **All in favor, motion carried**

ix. **Vote House Doctors Proposal Sidewalk Drains**
- **$2,450**
  - **John Anderson Motioned to approve, Ken Wayne Seconded,**
  - **All in favor, motion carried**

x. **Vote on Joshua Tree Proposal 28038**
- **$15,135.18**
  - **Ken Wayne Motioned to approve, John Anderson Seconded,**
  - **All in favor, motion carried**

xi. **Vote on Joshua Tree Proposal 28036**
- **$2,150**
  - **John Anderson Motioned to approve, Ken Wayne Seconded,**
  - **All in favor, motion carried**

xii. **Vote Skyline Designer Sidewalk and Gutter Pressure Washing**
- **$44,625**
  - **Ken Kapler Tabled.**

xiii. **Vote to approve Comcast Marketing Deal**
  - **Ken Kapler tabled.**

- Violations

i. 10047 CBD
  - **John Anderson Motioned to approve, Ken Wayne Seconded,**
  - **All in favor, motion carried**

ii. 10051 SL
  - **John Anderson Motioned to approve, Ken Wayne Seconded,**
  - **All in favor, motion carried**

iii. 10136 CBD
  - **John Anderson Motioned to approve, Ken Wayne Seconded,**
  - **All in favor, motion carried**

APPROVED

iv. **11599 MC**
- **John Anderson Motioned to approve, Ken Wayne Seconded,**
- **All in favor, motion carried**

v. **11654 KFL**
- **John Anderson Motioned to approve, Ken Wayne Seconded,**
- **All in favor, motion carried**

vi. **11688 OPP**
- **John Anderson Motioned to approve, Ken Wayne Seconded,**
- **All in favor, motion carried**

vii. **11724 OPP**
- **John Anderson Motioned to approve, Ken Wayne Seconded,**
- **All in favor, motion carried**

viii. **11827 LPP**
- **John Anderson Motioned to approve, Ken Wayne Seconded,**
- **All in favor, motion carried**

ix. **11904 FWC**
- **John Anderson Motioned to approve, Ken Wayne Seconded,**
- **All in favor, motion carried**

- Collections
  a) **Vote to send all accounts that are more than 90 days delinquent to collections..**
     - **Lucky Anderson motioned to approve to send all accounts that are more than 90 days delinquent to collections, disable and suspend access, refer the accounts to Beckers, and suspend amenities, John Anderson Seconded,**
     - **All in favor, motion carried**

Next BOD Meeting

- The next Board meeting will be held on October 21, 2026, at 6:00 PM in the Card Room

Adjournment

- **Ken Kapler motioned to adjourn the meeting, John Anderson seconded,**
- **All were in favor**
  - **Meeting adjourned at 8:14 pm**

APPROVED

Marina Bay HOA Board Meeting Minutes
Date: August 19, 2026

Pledge of Allegiance/ Moment of Silence

Call to Order / Proof of Notice / Roll Call

- Meeting was called to order by Ken Kapler, President, at 6:03 PM
- Proof of notice was provided by Christian Geymayr, CAM
- Ken Kapler as President – Present
- John Andersons as VP, - Present
- Ken Wayne as Treasurer – Present
- Lucky Johnson as Secretary – Not Present
- Darren Simpson as Director – Present

Meeting Minutes Approval - June 2026 and July 2026

- **John Anderson motioned to approve the June 2026 and July 2026 meeting minutes, Darren Simpson seconded**
    - **All approved, motion carried**

Reports:

- President's Report
    - Ken Kapler spoke about two members of the community who recently passed away, Chip and Ron. He mentioned that if anyone has someone they would like to remember, they should bring it to the attention of the Board of Directors or FSR.
    - Introduced the new staff members, Cinthia Smith and Daniela Pizarro.
    - Reviewed the process for reserving events.
    - Discussed whether a Social Director will be needed in the future.
    - Discussed the departure of Lacey Pritchard and Crystal Hamblen.
    - Reported that the tree and roof violation process is almost complete.
    - Reviewed the pool and amenity rules and the requirements that must be followed.
    - Discussed the November elections. Three Board seats are up for election: Ken Kapler, Lucky Johnson, and Ken Wayne. Candidate submissions must be received by October 9. The requirements for those interested in running were also discussed.
- Property Manager's Report
    - Christian mentioned that the front entrance fountains are operating again.
    - More research is being conducted regarding the Clubhouse A/C to determine whether the entire compressor needs to be replaced or if only certain parts are required.
    - We do not want to issue fines unless a friendly notice has been sent and the issue remains unaddressed.
    - Children must always be accompanied by a guardian while in the Clubhouse.
    - It was mentioned that badges are necessary and should be worn as required.
- Treasurer's Report
    - Ken Wayne spoke on the June financials; he mentioned that we are on budget.

APPROVED

Committees:

- Finance Committee – Tom Dyson
  - Reviewed the monthly financial report.
    - The committee will meet on the second Tuesday of each month to review the budget.
    - Tom Bockman has left the committee. We would like to thank him for his time, efforts, and valuable experience.
- Technology Committee – Scott Yates
  - Scott Yates discussed cost-saving measures related to the clubhouse, fountains, and pools.
  - The committee is looking for one additional committee member.
  - An 80-inch TV was donated to the Clubhouse, and Scott Yates will be installing it.
  - The next Grievance Committee meeting is scheduled for September 2nd.
- Irrigation Committee – Jack Aycorde
  - Each quarter, a report is provided detailing the amount of water drawn from the aquifer for irrigation.
  - Water quality samples are collected monthly, and all ponds continue to show good water quality.
  - Lake levels are currently high and are draining well. Water is draining down I-75 toward Six Mile Cypress.
  - A proposal will be presented next month to inspect the irrigation system to ensure there are no leaks.
- Landscape Committee – Jim Bennett
    - Mulch distribution has been approved, with tentative delivery scheduled for November 22.
    - Residents who would like to opt out should notify Management to be added to the opt-out list.
    - There will be no additional charge to residents for the mulch.
  - Clarification was provided regarding the landscape reflectors.
    - Red indicates areas trimming should not be applied.
    - Blue indicates areas where weed treatment should not be applied.
  - Residents who wish to opt out of either service should submit a ticket through JuniperSync.
- Villa Committee – Marv Johnson
  - Discussed the request for additional stop signs and pedestrian crossing signs at crosswalks.
  - Reviewed the process for ACC inspections once a project has been completed.
- Architectural Committee – Anthony Cordone
  - The number of ACC applications for the month of June and July was 22
    - 18 were approved
    - 1 was denied
    - 3 are pending
- Lifestyle Committee – Irene Smith
  - The events calendar continues to remain active, with events planned throughout 2026.
  - The committee is seeking additional members to join.

APPROVED

Old Business

- Discussion – Violations Schedule Review
    - Vote to update violation schedule
        - Vote to approve the update to the violations schedule, establishing a maximum fine of $100 per day, with an aggregate maximum fine of $5,000.
            - **John Anderson Motioned, Darren Simpson seconded**
            - **All were in favor, motion passed unanimously**
    - Vote to add Exhibit B (Violation Schedule) to the current Rules and Regulations.
        - **John Anderson motioned, Darren Simpson Seconded**
        - **All were in favor, motion passed unanimously.**

New Business

- Discussion - EZ Vote
    - Discussed the implementation of EZ Vote, which would allow owners to vote electronically.
    - Owners will be required to register and opt in to participate in electronic voting.
- Discussion – Club house paid activities - Rentals
    - AquaFit Training
    - Pickle Ball Tournament
        - Ken Kapler stated that the community has independent vendors and businesses providing services to residents, in some cases at no cost to the community while charging residents. The committee discussed whether these independent vendors should be charged a fee, as the community is not currently receiving compensation.
        - A participation fee will be charged for the tournament. The committee discussed whether the community should continue allowing these activities without receiving compensation.
        - Darren Simpson recommended that all vendors be required to provide proof of insurance.
- Reviewed clubhouse guidelines and rules that must be followed.
    - Vote to approve revising the language from “Clubs cannot be duplicated in title, function, or interest” to “Club names cannot be duplicated.”
        - **John Anderson motioned, Darren Simpson seconded.**
        - **All in favor, motion carried.**
    - Vote to approve the removal of “Lifestyle Director” and replace it with “Management” in the Club Guidelines: “All vendors hired by Clubs must be approved by Management, provide a Certificate of Insurance, and add the Association as an additional insured.”
        - **John Anderson motioned, Darren Simpson Seconded.**
        - **All in favor, motion carried**
- Proposals:
    - Florida Sidewalk Solutions Sidewalk Maintenance
        - $2,649.60
            - **Ken Wayne Motioned to approve, John Anderson Seconded,**
            - **All in favor, motion carried**

APPROVED

- Violations
    - 11687 SCC
    - Modifications not within ACC guidelines
        - $5000 max fine
            - **John Anderson motioned, Ken Wayne seconded**
            - **All were in favor, motion passed unanimously**
    - 11548 LPP
        - Dead Tree
            - $1000 max fine
                - **Darren Simpson Motioned, John Anderson seconded**
                - **All were in favor, motion passed unanimously**

Next BOD Meeting

- The next Board meeting will be held in September 16, 2026, at 6:00 PM in the Card Room
- Ken Kapler mentioned that there will be a townhouse meeting in October or November to build a list of items the communities would like to see on the ballot. A set date will be announced.

Adjournment

- **Ken Kapler motioned to adjourn the meeting, John Anderson seconded**
    - **All were in favor**
        - **Meeting adjourned at 8:14 pm**

APPROVED

Marina Bay Special BOD Meeting Minutes
Date: Thursday, July 30, 2026
Location: Marina Bay's Card Room
Time: 05:00 PM EST

APPROVED

1) **Pledge of Allegiance/ Moment of Silence**
2) **Call to Order / Proof of Notice / Roll Call**
    a. Meeting Called to Order at 5pm by John Anderson
    b. Proof of notice was provided by Christian Geymayr
    c. Roll call was conducted by Christian Geymayr
        i. Ken Kapler- Present via zoom
        ii. John Anderson- Present
        iii. Ken Wayne- Present
        iv. Darren Simpson- Present via Zoom
        v. Lucky Johnson came on via Zoom later on in the meeting
3) **New Business**
    a. **Discussion –** Formulize the Violations Schedule John stated that the old fining schedule was thrown out and that they went to $100/ day MAX 5000.00
        i. Maximum fine amounts for specific violations – Ken Kapler that the Board needs to have a deeper conversation & they need to develop a new schedule. John Anderson recommended that the matter be tabled. All agreed.
    b. **Proposals**:
        i. Vote to approve Clubhouse AC Replacement/Repair
            - AC Pros
                a. Replacement Estimate - 7079 - $98,882
                b. Single Condenser replacement Estimate 7079 - $26,734.61
            - ASAP AC
                a. Replacement Estimate - 10444 - $106,870
                b. Single Condenser replacement Estimate 10432 - $27,630
            - Gulfshore Cooling
                a. Replacement Estimate - $109,000
                b. Two Condenser Replacement Estimate 374695472 - $44,770
                c. Condenser Replacement Estimate 374699563 - $21,963
                d. John stated that the price of this now is an increase of about 30% waiting could just increase these bids. Gordon mentioned Trident Warranty- please investigate.
            - **John made a motion to replace the system, recommends ASAP to repair the entire system and Darren Simpson seconded. All in favor. Motion carried.**

ii. Phase Monitors for Front Fountain
- Estimate 420-1 AM Irrigation- $7,284.00
  a. John Stated we already have them & they are operational. No need to do anything

iii. Mulch
- Proposal – 11965 Golden Golf Services - $146,294.40
  a. Tentative start the day after Thanksgiving.
- **Ken Wayne made a motion to have Golden Golf approved. John Anderson seconded. Motion carried unanimously.**

iv. New Cleaning Company
- Proposal – Authentic Maintenance - $3,745 a month
  a. Fulltime – 8 hours a day – Monday – Friday
  b. 4 hours on Saturday Sunday
  c. The Board discussed engaging a new cleaning company. Christian recommended a vendor that had been successfully used at prior properties and noted that their pricing is more competitive than other companies. It was also confirmed that the vendor will perform work during daytime hours and will be supervised.
  d. Ken K. stated that the proposed vendor's pricing had been compared with other submitted quotes.
- **A motion was made by Ken Wayne to approve the new cleaning company. The motion was seconded by Ken Kapler. All members voted in favor. Motion carried.**

c. Committee Member Appointments

i. Social Committee
- Debbie Ford
- JoAnn Brandon
- Irene Smith

ii. Ken Kapler motioned to approve all 3 to the social committee Darren Simpson seconded. All in favor. Motion passed.

4) Open Discussion (3 minutes each)

5) Next BOD Meeting – August 19, 2026, at 6:00 PM in the Card Room

6) Adjournment- John Anderson motioned to adjourn the meeting. Ken Kapler seconded. All were in favor

a. Meeting adjourned at - 5:37pm

APPROVED

Marina Bay HOA Board Meeting Minutes
Date: June 17, 2026

Pledge of Allegiance/ Moment of Silence

Call to Order / Proof of Notice / Roll Call

- Meeting was called to order by Ken Kapler, President, at 6:00 PM
- Proof of notice was provided by Christian Geymayr, CAM
- Ken Kapler as President – Present
- John Andersons, VP, was not present during roll call, he attended at 6:22 PM
- Ken Wayn as Treasurer – Present
- Lucky Johnson as Secretary – Present
- Darren Simpson as Director – Present

Meeting Minutes Approval - May 2026

- **Lucky Johnson motioned to approve, Darren Simpson seconded**
    - **All approved, motion carried**

Reports:

- President's Report
    - One of the goals of the BOD Meetings is to keep it below 2 hours long
    - 5 Board Members are made up of volunteers
        - Their goal is to make this neighborhood better and to maintain property value.
        - The Board must remain undivided
        - Everyone can speak at the meeting
            - They must speak for less than 3 minutes, and it must pertain to what's on the agenda
    - The Town Hall was not with quorum
        - There were over 62 people in attendance
        - Great comments were received
        - Committees are in full motion
        - Community members are in full motion
            - Community members are encouraged to get involved
            - Community members are encouraged to join a committee
- Property Manager's Report
    - The Club House phase 1 compressor is out
        - Deeps Sount Air quoted compressor replacement at $25,000
        - Second quote will be provided by Coolair Heating and Cooling
        - Christian asked for additional AC companies the community members recommended
    - Roof Violations will be going out beginning next week
    - Front Fountains will be examined for leaks and to the water in the fountains tomorrow
    - Thanked Scott Yates for donating a 50 inch TV to the guard house for the camera monitor and for donating two security cameras to the club house.
- Lifestyle Director Report
    - Crystal spoke on upcoming events
        - The biggest event coming will be the July 4th Freedom Event.

APPROVED

- Treasurer's Report
    - Ken Wayne spoke on the April financials; he expressed that we are right on budget.
- Committee Reports
    - Finance Committee -
        - Finance Committee goes over the monthly financial report.
        - They check the health of the accounts
        - They examine the audit and tax return documents
        - They are validating expenses
            - Tom Bockman – stated that the reports that they get from FSR are over 100 pages long and that they were superior to the previous reports received from Packer Thomas.
    - Technology Committee – Scott Yates spoke
        - Jim Esher Current background music subscription has been cancelled and we are switching to Pandora
        - Savings of about 60% annually
        - Godon Smith has been trying to bring down the electrical price
            - His reports are detailed
            - He is trying to save us up to $20,000 dollars
        - Wifi will be back up late next week.
        - The Marina Bay Club House is updating to a new wireless system
    - Irrigation Committee – Kevin Doyle
        - The dry season, the lake have been down, the rains have brought up the lakes to a control level.
        - 1 inch of rainfall raises the lakes about 3 inches.
        - When rain stops, it falls about an inch a day
        - Kudos to Eric McFarren who went to the main drain and cleaned it to keep flow going
        - Jack Aycorde also went over to Botanica and checked their drain as well
        - Ask to approve the environmental proposal
        - They did their lake walk to check their erosion sites
        - When there is erosion, they inform management to get Tigris to fix it
    - Landscape Committee – Jim Bennett
        - A landscaping has been trimmed up to the guard house accept what above the fountain
        - Trimming has been completed
        - Seasonal plantings have been turned in
        - Mulch bids should be coming in August
        - They meet on the first Wednesday of every month
    - Villa Committee – Marv Johnson
        - They are going to put a guidance document together.
    - Architectural Committee – Anthony Cordone
        - The number of ACC applications for the month of May was 13
            - 8 were approved
            - 5 were denied
        - Site inspections are done upon the owner's request based on when the job was completed
            - 1 ACC application was denied because the applicant changed the scope of work he applied for without approval.

APPROVED

New Business

- Discussion – Management hours of operations
    - Ken Kapler and Ken Wayne met with Heather the VP
    - Ken Kapler stated that the announcement that went out regarding the management office hours changing was sent out before the rest of the Board was allowed to speak on that.
        - They will revisit this after the Board comes to a consensus
- Discussion – Should the next Board Meeting be in July or August?
    - Ken Kapler stated Board Members will not be available to make quorum so there will be no meeting in July
- Nominate Gary Lombardi to Finance Committee
    - Ken Wayne stated that he is a great addition to the finance committee
    - He has banking and finance background
        - **Ken Wayne motioned to add Gary Lombardi to the Finance Committee**
        - **Darren Simpson Seconded**
            - **All in favor, motion passed**
- Discussion – The posted pool rules allow for no floatation devices
    - Pool Rules shown on Pool Signage state: no inflatables or balls are allowed in the pool
    - Rules and Regulations state: Wheelchairs, strollers, and child waist and arm flotation devices shall be permitted in the Pool Area. No rafts and similar flotation devices shall be permitted in the Pool Area
    - The original pool signs were put up by GL, the developer
        - Ken Kapler stated that the rules and regulations must be corrected
    - Ken Kapler spoke on the Lauffman Rule, which is to make sure that the Rules and Regulations follow chapter 720
    - Ken Kapler stated that the Rules and Regulations were being reviewed by the association attorney to ensure that they follow Chapter 720
- Proposals:
    - Ratify Juniper Proposal to Remove tall stocks blocking antenna for lift station
        - Proposal 401678
            - $1,181.25
                - **Lucky Johnson Motioned to approve, Ken Wayne Seconded,**
                - **All in favor, motion carried**
    - Ratify Juniper Proposal to trim the Medjools coming in the main entrance along with clusters above both signs and in front of guard house.
        - Proposal 401128
            - $3,230
                - **Darren Simpson motioned to approve, Ken Kapler Seconded**
                - **All in favor, motion carried**
    - Ratify – Poseidon Pools Main Pool Grid/Filter Replacement
        - Proposal 2835
            - $2,345.66
                - **Lucky Johnson motioned to approve and Darren Simpson seconded**
                - **All in favor, motion carried**

APPROVED

- Poseidon Pools replacing Grid/Filter for Lap Pool
  - Proposal 2834
    - $1,813.16
      - **Lucky Johnson motioned to approve, Darren Simpson seconded**
      - **All in favor, motion carried**
- Advanced Environmental Laboratories testing chemicals the water
  - Proposal 83965
    - $2,134
      - **Darren Simpson motioned to approve, Ken Wayne Seconded**
      - **All in favor, motion carried**
- AM Irrigation will remove the old chlorination system. It is subject to leaks and are not in service
  - Proposal 420-3
    - $1,108.56
      - **Lucky Johnson motioned to approve, Ken Wayne seconded**
      - **All in favor, motion carried**
- Ratify - AM Irrigation will replace sand in front fountain water filters
  - Proposal 420-4
    - $5,911.20
      - **Darren Simpson motioned to approve, John Anderson seconded**
      - **All in favor, motion carried**

- Reviewing Delinquent Accounts
  - NOLAs sent to addresses
    - Anyone with an amount in the 90 days plus will be sent to collection
    - Amenities will be suspended until account is made current
    - Management will validate whose amenities were turned off of the collection accounts
      - **Lucky motioned to approve that amenities will be suspended for members owing quarterly assessments over 90 days, Darren seconded**
      - **All in favor, motion carried**
- Violations
  - 11569 RS Ln
  - Dead Tree
    - $1000 max fine
      - **Ken Kapler Motioned, Darren Simpson seconded**
      - **All were in favor, motion passed unanimously**
  - 11636 MR Cir
    - Dead Tree
      - $1000 max fine
        - **Ken Kapler Motioned, Darren Simpson seconded**
        - **All were in favor, motion passed unanimously**
  - 11687 MR Cir
    - Dead Tree
      - $1000 max fine
        - **Ken Kapler Motioned, Darren Simpson seconded**
        - **All were in favor, motion passed unanimously**

APPROVED

Old Business

- Discussion – No grilling, barbecuing or cooking of food shall be permitted within the Association Property except in those areas designated for such purposes by the Association
    - Discussion to approve a designated area for grilling for the 4th of July Freedom Event
    - Food being cooked must be 30' from the clubhouse.
        - The Board determined that Crystal Hamblen, the Lifestyle Director, will determine the location where the food being cooked for the event will be
- Use of Social Hall to accommodate spill over from Card Room
    - **Ken Kapler motioned to table subject, John Anderson seconded the motions**
    - **All were in favor of tabling the subject**
        - Will be considered for next meeting
- Jim Handeland – Speaking on speed limit enforcement within HOA – 5 minutes
    - Speeders are not just residents, many are delivery cars
    - If they get a ticket and the fine isn't paid, it goes to the owner
    - Most associations usually keep delivery drivers from entering the community until they pay their fines
    - Ther are vendors that will install everything, they make 75%, we make 25%
    - Cars entering the community can also be monitored in real time.
- Daniel Parks – Speaker
    - He provided one-sided pamphlets to the Board Members with ideas of how to allow for an increased number of guests into the indoor court.
    - The current allowed guest count is 5 guests for 1 resident totaling 6 people
    - Daniel Park's request is for:
        - A maximum allowed guests of 10 would be allowed
        - 4 on 4 would be allowed in turns
        - All damage and risk would be the responsibility of the players.
        - This would be a registered group of players, preplanned event, with a possible deposit.
        - Waivers would also be signed to register.
- Administrative Assistant Metrics
    - Lucky requested for tracking on specific numbers as tasks progress.
        - Examples include
            - ID Badges
            - Progression of Violations being processed
            - Progression of delinquent accounts going into collections
                - This would show a live progression of the work being completed

Next BOD Meeting

- August 19, 2026, at 6:00 PM in the Card Room

Adjournment

- **Darren Simpson motioned to adjourn the meeting, Ken Wayne seconded**
    - **All were in favor**
        - **Meeting adjourned at 8:10 pm**

APPROVED

Marina Bay HOA Board Meeting Minues

Date: May 20, 2026

APPROVED

Pledge of Allegiance/ Moment of Silence
Call to Order / Proof of Notice / Roll Call

- Meeting was called to order at 6:00 PM EST.
    a. Roll Call:
        i. Ken Kapler – Present
        ii. John Anderson – Present (via Zoom)
        iii. Ken Wayne – Present
        iv. Lucky Johnson – Present
        v. Darren Simpson – Absent

Vote to Approve Meeting Minutes from April 8th, 2026

- **Ken Wayne made a motion to approve the April 2026 Board of Directors meeting minutes. John Anderson seconded the motion.**
  All in favor. Motion carried

Reports

- President's Report – Ken Kapler
    - Ken Kapler reported that improvements to the front fountains remain a work in progress. The Association is evaluating fencing options, fountain covers, and replacement filtration systems to improve water quality and prevent algae growth.

      He also advised that he has been working with the Lee County Sheriff's Office to develop a safety and security plan for the community.

      Ken discussed a proposed five-year bulk services agreement through FSR with Comcast, which would provide approximately $120,000 in revenue to the Association over the term of the contract. This proposal will be presented and discussed further at the June 8 Town Hall meeting.

      The new ID badge system is fully operational, and residents are encouraged to wear their badges when using community amenities. Guests using amenities must be accompanied by a resident at all times.

Ken noted that the entry call box will be disabled while the gatehouse is staffed and reactivated during unattended hours. The purpose of this change is to reduce unauthorized vehicle access to the community.

He also reminded residents that enforcement of parking regulations has increased. Vehicles parked in violation of community rules may first receive a warning sticker and may subsequently be subject to towing. Residents were encouraged to ensure that guests do not park on community streets.

Regarding the proposed club rules listed on the agenda, Ken indicated that he would prefer to discuss the matter further with the Board of Directors before taking action. The item will likely be tabled for a future meeting.

- Property Manager's Report – Christian Geymayr

    - Christian Geymayr introduced Cynthia Smith, the Association's new part-time administrative assistant. He reported that she is doing well in her role assisting with the administration of resident ID badges. Christian also discussed performance metrics and training goals for Cynthia, which include learning to enter sales and lease information into Connect, process invoices, assist with ClickPay administration, and become familiar with the Architectural Control Committee (ACC) process.

      Christian also introduced Tom, the Association's new maintenance employee. Tom has begun addressing weed removal on the courts and throughout the community grounds, as well as assisting with various maintenance projects.

      Christian reminded homeowners that it is their responsibility to monitor the status of their Association accounts. Any requests to waive fees must be approved by the Board, and proof of payment is required when disputing account balances. He noted that some account discrepancies date back to the period when Castle Management oversaw the community.

      Christian advised that hurricane season began on June 1 and reminded residents that the Association's Hurricane Preparedness Plan is available on Connect.

      He also reported that the splash pad is currently out of service due to a crack in the concrete foundation within the pump area. Repairs are underway, and the splash pad is scheduled to be repainted in June. Both the repair work and repainting are covered under warranty.

- Lifestyle Director's Report – Presented by Lacey Pritchard on Behalf of Crystal Hamblen

    - Lacey Pritchard presented the Lifestyle Director's Report on behalf of Crystal Hamblen. She reviewed the expenses associated with the community's complimentary events held during the previous month.

APPROVED

From a budget perspective, the Lifestyle Department was allocated $4,333 for April, with approximately $2,400 expended, resulting in the department remaining well within its approved budget.

Lacey also announced that Marina Bay would be hosting a Memorial Day Observance gathering to honor the men and women of the United States Armed Forces who made the ultimate sacrifice in service to the nation.

- Treasurer's Report – Ken Wayne
  - Ken Wayne reviewed the Association's February Profit and Loss Statement. He reported total revenue for February of $305,584 and total expenses of $334,162.

    Ken advised that the current delinquency balance stands at $133,375. He noted that management will be conducting courtesy calls to homeowners with delinquent accounts. The purpose of these calls is not collection, but rather to increase awareness and assist homeowners in bringing their accounts current.

    Ken also reported that the Association remains in a strong financial position, with total cash holdings of $1,703,458.

- Committee (Board Chair) Reports (3 mins)
  - Irrigation Committees
    - Kevin reported on Sewer Viewer's recent inspection of the lake piping system and presented an overview of the muck core proposal included on the agenda. He explained that the proposal on the agenda for core mucking would establish baseline measurements of nitrogen and phosphorus levels within the lakes. This information would provide valuable data for assessing lake conditions and supporting future lake maintenance and management decisions.
  - Landscape Committee
    - Lacey Pritchard reported on behalf of the Landscape Committee Chair. She advised that the community-wide tree trimming cycle will begin Friday along Treeline Avenue and into the community in accordance with the regular mowing cycle. She stated that the landscape enhancements at the front entrance have been completed. Residents were reminded that the preferred method for communicating with Juniper regarding landscape-related concerns is through JuniperSync.

  - Villa Committee
    - Marv reported that Communications Committee meetings will transition to a bi-monthly schedule. The next committee meeting is scheduled for June 6.

APPROVED

- Technology Committee
  - The Technology Committee reported on ongoing cost-saving initiatives, including staggering the operation of community fountains and reprogramming the clubhouse thermostat to improve energy efficiency.

- Architectural Committee
  - Anthony reminded residents that all exterior modifications, including landscaping changes, require ACC approval. He noted that a lot surveys are required with each application and advised that a company has been identified that can provide surveys at no cost.

- Finance Committee
  - Tom reported that the committee has been reviewing the Association's financial statements and identified several items that appear to have been recorded in incorrect accounts. He noted that Christian has been responsive in addressing questions and providing clarification throughout the review process.

Old Business

- Administrative Assistant
  - 30/60/90 day plan for admin- As Christian discussed in his report, Cynthia has been handling resident ID cards and vehicle transponders. She will also be assisting with data entry & learning ACC violations.
- Security Company
  - Call Box Deactivation from 6 AM to 10 PM and why- Ken K. discussed this in his report, explaining that the intent is to help keep unauthorized and unwelcome individuals out of the community. He also noted that this is not intended to be permanent.
- Community Entrance
  - Front Fountains
    - Fencing around the motors- Ken K. stated this is being discussed for security of the investment into the fountains.
    - Replace existing water filter with new one- Ken K. stated this is being discussed for longevity of the investment.
    - **Lighting**
      - **Lighting for middle median of Front Entrance.**
        - **Proposal from AM Irrigation - $3999.62**
          - **Ken W. made a motion, which was seconded by John A. All were in favor, and the motion carried.**

APPROVED

New Business

- Discussion Traffic Light, Egress
    - This item was discussed by a member, who stated that the likelihood of action is slim, as the intersection would need five or more accidents before it would even be considered for review. The estimated cost of implementing changes was noted to be approximately half a million dollars.
- Discussion/Vote on increasing the 14 day notice to comply with violation letters-
    - The discussion was prompted by concerns that mailed notices are not being received until well into the remediation period. Lucky J. stated that, pursuant to Chapter 720, email constitutes a legally recognized form of notice.
- **Update to club rules**
    - This was tabled by Ken K. as he stated he would like to discuss with his directors before anything is voted on.
- **Get new contract from ABS**
    - This was discussion only.
- **Basketball court hours- amended time for Monday-**
    - **Vote to amend the Monday indoor court rules since we no longer have a Rover & the office is not staffed before 8am or after 6pm.**
        - **Ken W. made a motion to amend indoor court rules to have it open from 8 am until 6 pm on Mondays. John A seconded the motion. All were in favor, and the motion carried.**
- Deactivating Current FOBs
    - Original date was set for June 1st 2026 to deactivate Fobs-
        - Ken K. stated that this would be pushed back to 6/15/26 to accommodate more members.
- Speed bumps on Silver Ridge Blvd.
    - Requires City Permits, Engineering Review, Proper Signage, EMS Accessibility-
        - This item was discussed; however, after further review, it was determined not to be feasible. Lacey stated that it is very unlikely to move forward. Ken K. noted that while that may be the case, community safety concerns such as speeding warrant exploring other potential options for the benefit of residents.
- Discussion regarding if solar panel hurricane risk discussion on Impact Neighbor Statement form and possible insurance binder for ACC Applications
    - A member referenced Florida Statutes § 163.04 regarding renewable energy devices. Upon review, it was determined that the Association cannot regulate solar installations. The statute permits homeowners to install solar energy systems and limits the Association's ability to impose restrictions that would effectively prohibit or unreasonably increase the cost or reduce the efficiency of such systems.

APPROVED

- **Proposals**:
  - **Stormwater Detention Pond Sediment Cores**
    - **Vote to approve Advanced Aquatics Proposal 83965**
      - **22 muck cores on lakes**
        - **$3950.00**
          - **Ken W. made a motion, which was seconded by John A. All were in favor, and the motion carried.**
  - **Camera Proposals- (ratify)**
    - **Vote to approve Quality Audio Video**
      - **Estimate – 15130**
        - **$2,792.07**
          - **Ken W. made a motion, which was seconded by John A. All were in favor, and the motion carried.**
      - **Estimate – 15132**
        - **$585.75**
          - **Ken W. made a motion, which was seconded by John A. All were in favor, and the motion carried.**
  - **Hoover Pumping replaced valve for PS1 (ratify)**
        - **$1,114.50**
          - **Ken W. made a motion, which was seconded by John A. All were in favor, and the motion carried.**
- **Violations**
  - **Approve to levy fine for Violation 11651 OPP**
    - **Ken W. made a motion, which was seconded by John A. All were in favor, and the motion carried.**
  - **Approve to levy fine for Violation 10274 SC**
    - No motion made
  - **Approve to levy fine for Violation 11654 KF**
    - **Ken W. made a motion, which was seconded by John A. All were in favor, and the motion carried.**
- **Open Discussion (3 minutes each)**
- **Next BOD Meeting – June 17, 2026 at 6:00 PM in the Card Room**
- **Adjournment-8:28pm EST**
  - **Ken Wayne made a motion to adjourn the meeting; John Anderson seconded the motions. All were in favor, motion carried.**

APPROVED

*This notice has been posted on property Monday May 18, 2026, by order of the Board of Directors and in compliance with Chapter 720 of Florida States and Association Documents.

Marina Bay HOA Board Meeting Minutes
Date: April 8, 2026
Location: Marina Bay's Card Room
Time: 06:00 PM EST

Pledge of Allegiance/ Moment of Silence
Meeting Minutes Approval- March 2026
Reports:

President's Report

- **Resident-Only Participation**
  - All clubs and organized activities are strictly limited to Marina Bay residents in good standing.
  - Participation is not open to non-residents or outside guests.
- **Open Access for Residents**
  - All eligible residents are welcome to join clubs and activities, provided they meet community standing requirements.
- **Reservation Requirements**
  - All teams and clubs must reserve facilities in advance.
  - Reservations must be completed through Crystal and Skeeda systems only.
  - No informal or unapproved use of shared spaces will be permitted.
- **Resident Identification Requirement**
  - Residents must present valid identification when attending club activities or using facilities.
  - A new ID badge system with built-in fob access is in development.
- **Implementation Timeline**
  - Target rollout date for the new ID badge system: June 1st, 2026
- **Community Alignment**
  - Emphasized on maintaining a cohesive, respectful, well-organized community environment across all clubs and teams.

Property Manager's Report

- **Maintenance & Repairs**
  - Completed maintenance and repairs were reviewed.
- **Banking Update**
  - The Western Alliance Bank accounts are officially closed.
  - All owners are responsible for ensuring payments are made to the correct, updated account going forward.
  - Further instructions regarding payment details will be communicated separately.
- **Resident Identification Upgrade**
  - The community will transition to a combined ID card and fob system.
  - This will streamline access to amenities and improve security.
  - Additional details on distribution and activation will follow

Lifestyle Director Report

- **Bunny Hop by the Bay Event**
  - The event received overwhelmingly positive feedback from residents.

Approved

- Attendance exceeded expectations.
- Overall, the event was considered a strong success for community engagement.
- **Lifestyle Program Status**
  - The lifestyle program remains under budget.
  - Positive momentum continues, with several well-planned events upcoming.
- **Volunteer Appreciation**
  - Appreciation was extended to all volunteers for their time, effort, and contributions in making events successful.
- **Community Outlook**
  - Continued focus on building positive momentum and strong resident participation across all activities.

Treasurer's Report

- Profit and Loss for February
  - Total Revenue $331,526
    - Revenue came in $24,813 below Budget
  - Total Expense $298.581
    - Expenses came in $8,130 below budget
    - Total Net $32,942 under budget
- Cash Position
  - Total Cash Holdings: $1,897,491
  - Reserves: $607.329
  - Security Deposits: $42,076
  - Adjusted Operating Costs: $1,242,086
- The Reserve Account from Western Alliance has been moved
  - Webster Bank Reserve Account now has $607,021
- Funds transferred for the Villa Reserves will be reflected in the upcoming March Financials
- Assets
  - Total current operating assets are $1,378,415
  - Total Restricted Funds: $806,066
    - These are funds are mainly made up of the cash reserves
- Other assets
  - Utility Assets: Utility Deposits: $27,353
- Complete Total Assets: $2,211,834
- Liabilities
  - Total Current Operating Liabilities: $683,088
  - Reserve Liabilities: $806,066
    - Total Complete Liabilities: $1,489,154
- Member Equity
  - Total Member Equity: 722,744
  - Total Member Liabilities and Equity: 2,211,834
- Single Family Homes
  - Revenue: $53,499
    - Expenses: $53,379
  - Net Income $120
  - We are right on target with our budget

Approved

- Villas
  - Revenue: $52,509
  - Expenses: $47,270
  - Net Income/Loss: $5,239
- Delinquencies
  - Total $88,393

Committee (Board Chair) Reports (3 mins)

- **Irrigation Committee** - Erosion repairs completed by Tigus have been inspected and are in good condition. Lake walks have resumed to proactively identify current and future maintenance needs. The IDL Committee is having trouble securing irrigation repair vendors and is exploring service contract options with companies such as Tigrus or similar providers. Sewer Viewer has completed inspections of 35 pipes per the proposal, and the water well system is fully operational after repair of a broken pipe on the east pump.
- **Landscape Committee**- Juniper has resumed weekly mowing, with trimming scheduled every other week. The replacement list from R&R has been reviewed and will be voted on tonight, along with three additional enhancement bids.
- **Villa Committee**- The Villa Committee will now meet every other month, with the next meeting scheduled for June 4, 2026, at 10:00 AM in the Social Hall. Residents are encouraged to reach out to Marv with any questions in the meantime.
- **Technology Committee**- The Committee is working on reducing the electric bill, addressing internet speed issues, and evaluating camera coverage, with plans to add additional cameras around the clubhouse parking lot for improved security. Controlled access remains an active topic, and efforts are underway to implement the system previously discussed. The next meeting is scheduled for May 19, 2026. All residents are welcome to attend; cost-saving measures continue to be a priority.
- **Architectural Committee**- The ACC meets on the third Friday of each month at 10:00 AM in the Multipurpose Room. The application has been updated, and all submissions for the month of March were approved. Residents are reminded that projects must be completed within six months, and it is their responsibility to notify the office if an extension is needed. Those requesting an inspection must inform the office of the month their application was originally submitted.
- **Finance Committee**- The January and February financials are currently under review in coordination with Christian. The focus remains on monitoring expenses closely and identifying opportunities to secure the best available interest rates in order to maximize returns.
- **Grievance Committee**- The Grievance Committee reported one violation that was upheld at the last grievance meeting. It was also noted that meetings will need to be opened to Zoom during the summer months to improve accessibility and participation.

Old Business

- **Landscape Replacement List Approval**
  - **Vote on approval of the new list of replacement options in the Rules & Regulations-** A motion was made by Darren and seconded by John. The motion was carried unanimously.

New Business

- **Security Company**
  - Discussion on current agreement with Allied University
  - Compare hourly rates of bids from Global, Ramco + Fenix

Approved

- Ken stated that Global offers more experienced personnel and suggested reducing some hours in favor of higher-quality, more experienced security coverage. Darren noted that the price difference is nominal. It was also stated that 30 days' notice is required to terminate Allied, and overall sentiment indicated dissatisfaction with their service.
- **John made a motion to provide notice to Allied and move forward with Global. Darren seconded the motion and it passed unanimously.**

Proposals

- **Landscaping**
  - Vote to approve Juniper Proposal 393771
    - Trim Medjool's at Clubhouse
      - $504.00
    - **Darren made a motion to approve. Ken W. seconded. The motion was carried unanimously.**
  - Vote to approve Juniper Proposal 392699
    - Front Entrance Enhancement
      - $4999.99
    - **Darren made a motion to approve. John seconded. The motion was carried unanimously.**
  - Vote to approve Juniper Proposal 392721
    - Pool Area Enhancement
      - $1097.78
    - **John made a motion to approve. Darren seconded. The motion was carried unanimously.**

- **I.D. Badge & Fob System**
  - Ratify to vote to approve new card printer and software from Diamond Access
    - $3751.80
  - **Ken W. made a motion to approve. Darren seconded. The motion was carried unanimously.**

- **A/C Compressor Replacement-Clubhouse**
  - Ratify to vote to approve Deep South Air Proposal
    - $14,600.00
  - **John made a motion to approve. Ken W. seconded. The motion was carried unanimously.**

- **Front Fountain Motor**
  - Ratify to vote to approve AM Irrigation Proposal
    - $11,131.76
  - **Daren made a motion to approve. Ken W. seconded. The motion was carried unanimously.**

Violations

- Approve to levy fine for Violation 11617 LPP
  - **John made a motion to approve a $100/day fine capped at $2,000. Ken W. seconded. The motion was carried unanimously.**
- Approve to levy fine for Violation 11804 MC
  - Had signed proposal with Juniper. No fines levied.

Approved

- Approve to levy fine for Violation 11570 MC
    - **John made a motion to approve a $100/day fine capped at $2,000. Ken W. seconded. The motion was carried unanimously.**
- Approve to levy fine for Violation 11804 MC
    - This was duplicate typo. Violation was already working with Juniper. No fines levied.

- Open Discussion (3 minutes each)
- **Next BOD Meeting – May 20, 2026 at 6:00 PM in the Card Room**

Adjournment

- **John made a motion to adjourn the meeting. Darren Simpson seconded the motions. All were in favor. Motion carried.**
    - The meeting was adjourned at 8:00 PM EST.

Approved

*This notice has been posted on property Monday April 6, 2026, by order of the Board of Directors and in compliance with Chapter 720 of Florida States and Association Documents.

Marina Bay HOA Board Meeting
Date: March 18, 2026
Location: Marina Bay's Card Room
Time: 06:00 PM EST

Meeting Minutes

1) **Pledge of Allegiance/ Moment of Silence**
2) **Call to Order / Proof of Notice / Roll Call** -Meeting was called to order at 6pm EST.
    a. Present
        i. Ken Kaler – President
        ii. John Anderson – Vice President
        iii. Ken Wayne – Treasurer
        iv. Lucky Johnson – Secretary

3) **Meeting Minutes Approval- February 18, 2025**
    a. **Motion was called by John Anderson to approve February 18, 2026 minutes. Ken Wayne seconded the motion. All were in favor. Motion passed.**
4) **Reports:**
    a. President's Report
        - Ken Kapler reviewed resident concerns from recent Town Hall meetings and outlined plan to incorporate feedback into the Strategic Vision Plan.
        - Town Hall meetings will be held quarterly; the next is scheduled for the second Monday in June.
        - Board of Directors meetings will be reduced during the summer months due to resident travel.
        - All Board members have completed required certifications and will complete an additional four hours of continuing education.
        - Parking enforcement will continue with warning stickers for first offenses, followed by towing for repeat violations.
        - The Marina Bay Facebook page needs to stop being used for gossip & complaints.
    b. Property Manager's Report
        - Christian highlighted recent maintenance projects completed by Jr. over the past month, as well as Lifestyle events organized by Crystal.
        - He noted that late fees have been reinstated for Q2 and Notices of Late Assessment will be issued.
    c. Lifestyle Director Report
        - Crystal reviewed attendance and costs for recent events.
        - She highlighted an increase in volunteer participation and expressed appreciation for their support.

APPROVED

d. Treasurer's Report
    - Ken Wayne went over the Profit Loss for January
        - Total Revenue $292,880
    - He noted that the Cash Holdings were $2,217,101
    - Delinquencies were $138,386
e. Committee (Board Chair) Reports (3 mins)
    - Irrigation Committee
        - Sewer Viewer & Hoover pumping projects on this meeting's agenda.
        - Lakes are in normal ranges
    - Landscape Committee
        - Juniper is starting the Clusia trim cycle & mowing will be shifting to once a week at on March 30th.
        - Annuals out front will be in as soon as they arrive.
    - Villa Committee
        - Paint project on LPP is done and final walkthrough complete.
    - Technology Committee
        - Ken Kapler, on behalf of the Tech Committee, highlighted ongoing efforts with Florida Power & Light to improve efficiency, as well as research into office licensing and equipment.
    - Architectural Committee
        - Anthony reported that the ACC is considering artificial turf in light of the new 720 adjustments.
    - Finance Committee
        - Tom Dyson reported that the audit is in progress and an extension has been filed for the tax return.
        - The committee is reviewing financial documents and fund allocations.

5) Old Business

a. Part Time Admin

- **Part Time Admin**
    - **a. Vote to approve a 90-day temporary Administrative Assistant that is extendable to 6 months if needed.**
        - **i. Lucky Johnson requested a conditional approval requiring metrics to track the efficiency of adding a part-time admin; Ken rescinded his motion.**
        - **ii. Lucky Johnson made a new motion to approve a part-time admin for 90 days, contingent on FSR providing performance metrics before the hiring of the Administrative Assistant. John Anderson seconded the motion. All were in favor. Motion carried unanimously.**

APPROVED

6) New Business

a. Indoor Basketball Accessibility

i. Vote to change indoor sports complex on the rules and regulations. A reservation must be made no later than 3 hours in advance and no earlier than 1 day in advance. (Pg 40 in R&R) Only one reservation per day per owner. FOB and ID will be required. One Resident can have five guests so they can play 3 on 3. (Pg 36 in the R&R)

i. Ken Kapler reviewed proposed rule updates, including increasing the guest limit for the Indoor Sports Court to five and requiring reservations via Skeeda at least 3 but not more than 24 hours in advance, with one reservation per owner per day.

ii. John Anderson made a motion to approve the changes to the Rules and Regulations (pages 36 & 40); Lucky Johnson seconded. All were in favor. Motion carried unanimously.

b. Change to requirements for Palm Tree Replacement.

i. Discussion on tree replacement when a Palm tree has died.

i. John Anderson made a motion to reduce the required number of palm trees in front of homes from three to two; Ken Wayne seconded. All were in favor. Motion carried unanimously.

c. Club Rules

i. All reservations must be made through Crystal.

- All Club events must be scheduled for the appropriate room through Crystal.

i. Ken Kapler stated that all reservations must go through Crystal and expressed interest in meeting with each club for review

ii. Ken Kapler emphasized that Crystal is the gatekeeper, and all clubs must meet with her before April 2, 2026, or risk being dissolved.

iii. He also noted that Board and Committee meetings take precedence over club activities.

d. Proposals:

i. **Lake Pipe Repair**

- **Vote to approve Irrigation Plus Proposal 22020261750**
  a. **$1,750**

i. Lucky Johnson made a motion to approve the proposal ending in 1750; John Anderson seconded. All were in favor. Motion carried unanimously.

ii. **Lake Pipe Clearing**

- **Vote to approve Sewer Viewer Proposal 225202621000**
  a. **$21,000 Total (Five Days at $4,200)**

i. John Anderson made a motion to approve the proposal ending in 1000; Ken Wayne seconded. All were in favor. Motion carried unanimously.

APPROVED

iii. **Replacement of PLC on Lake**
- **Vote to ratify and approve Hoover Pumping proposal 196124**
  a. **$2191.25**
    i. **Lucky Johnson made a motion to approve the proposal ending in 6124; Ken Wayne seconded. All were in favor. Motion carried unanimously.**

iv. **Re-sink suction screen in anerobic zone.**
- **Vote to approve Hoover Pumping proposal SPN104717**
  a. **$1,572.48**
    i. **Lucky Johnson made a motion to approve the proposal ending in 4717; Ken Wayne seconded. All were in favor. Motion carried unanimously.**

v. **Pest Control for Lakes**
- **Vote to approve Cheney Pest Control amended change to scope**
  a. **240 for equipment**
  b. **$75 additional a month for lake pest control. ($900 Total)**
    i. **John Anderson made a motion to approve the proposal; Ken Wayne seconded. All were in favor. Motion carried unanimously.**

e. **Violations**
i. **Approve to levy fine for Violation 10094 CBD**
  i. **Christian gave an overview. John Anderson made a motion to approve levy a fine of $100/day up to $5,000; Ken Wayne seconded. All were favor. Motion carried unanimously.**

7) Open Discussion (3 minutes each)
8) Next BOD Meeting – April 15, 2026 at 6:00 PM in the Card Room
9) Adjournment
a. **Ken Kapler made a motion to adjourn the meeting, John Anderson seconded the motion. All were in favor. Motion Carried Unanimously at 8:23PM EST**

APPROVED

*This notice has been posted on property March 16, 2026, by order of the Board of Directors and in compliance with Chapter 720 of Florida States and Association Documents.

Marina Bay HOA Board Meeting
Date: February 18, 2026
Location: Marina Bay's Card Room
Time: 06:00 PM EST

Meeting Minutes

1) **Pledge of Allegiance/ Moment of Silence**
2) **Call to Order / Proof of Notice / Roll Call**
    a. Present
        i. Ken Kaler – President
        ii. John Anderson – Vice President
        iii. Ken Wayne – Treasurer
        iv. Lucky Johnson – Secretary
        v. Derren Simpson - Director
3) **Meeting Minutes Approval- December 2025, January 2026**
    a. **Motion was called by Ken Kapler to Approve December 17, 2025 minutes, December 23, 2025 Minutes and January 21, 2026 Minutes.**
        i. **Darren Simpson motioned to approve the minutes for 12/17/2025. John Anderson seconded the motion. All were in favor. Motion passed.**
        ii. **John Anderson motioned to approve the minutes for 12/23/2026 and Darren Simpson seconded the motions. All were in favor. Motion passed.**
        iii. **Lucky motioned to approve the minutes for 1/21/2026 and Darren Simpson seconded the motion. All were in favor. Motion passed.**
4) **Reports**
    a. President's Report
        i. Presented by Ken Kapler
            - Things to discuss at the next Town hall on March 3rd, 2026
            - Coffee shop – Challenges with this
                - A vendor to support the food may work
                - Vending machines will also work
                    - Electricity consumption is a concern
            - Parking
                - Next town hall will have this as a focus
            - CPA
                - There was a miscalculation resulting in a surplus. We will have to pay taxes on the surplus.
                - If there is a surplus this year, it will be decided on what to do with it on November
            - Noise issues from I-75
                - Considering installing a fountain
                - Dense landscaping

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- Noise is also an issue on Treeline
- Considering an Administrative Assistant
  - Sign in sheet has been put in place to show how many people are coming in and out of the office

b. Property Manager Report
   i. Presented by Christian Geymayr
      - Maintenance has fixed lighting, wind blockers, and several other things
      - Fountain was cleaned by house doctors
        - Fountains should be fixed withing 4 weeks of starting
      - Lakes on Lakeswood Preserve will be fixed in about 2 weeks
      - Pool chairs were picked up for repair
      - Juniper has planted new sod on Silver Ridge and new plants in the pool area
      - Violation notices went out and asked Owners to be mindful of receiving letters.
      - Magic Bubbles is done with the Roofs washings, they will continue washing the homes
      - Elias Brothers Painting will continue painting the Villa Homes
      - Indoor basketball will reopen February 19th.
      - First Service Manager's Meeting will be held on March 5th.

c. Lifestyle Report
   i. Crystal Hamblen
      - Volunteers in the community are increasing
      - She thanked everyone that has been helping with the events.
      - She asked everyone to RSVP and buy a ticket.
      - She went over other events coming up.

d. Treasurer's Report
   i. Presented by Ken Wayne
      - We are in the final faze of getting the current account funds into the new accounts.
      - We do not have the January financials yet.
      - With FSR, we have opened two new accounts with Valley National Bank and two new reserve account with Webster Bank.
      - With Western Alliance Bank we were receiving %.35 of interest which yielded $4,707.
      - The new reserve accounts will be receiving 3.04% which will yield $30,456
      - We have transferred $500,000 into the new accounts
      - Alliance Bank account will be closed as of April 1st, 2026
      - All assessment payments should be sent to the new account.
      - We are closing the Western Alliance accounts and transferring the funds to the new account to have the funds in fully insured accounts.

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e. Committee Report
    i. Landscaping – Jim Bennet
        - Juniper is starting the new trim cycle
        - Mowing will be shifting to once a week at the end of the season.
    ii. Finance Committee – Tom Bensen
        - Ken Kapler States the 4 things the Finance Committee will be leading
            - Help us with next year's budget
            - Review all financial statements
                - Make sure FSR is on target
                - Make sure everything is balanced
                - Make sure everything is categorized correctly
            - To give us investment guidance
            - To go over and assist with audits
        - They are meeting the last Tuesday of every month
        - They are still waiting for finalized financials for December of 2025
        - Wanted to introduce the members of the Finance Committee to the community
        - Mark introduced himself
        - Tom Bokman introduced himself
    iii. Grievance Committee – Ken Kapler on behalf of Scott Yates
        - Scott Yates is the Chairman of the Grievance Committee
        - Fines to be levied will be added to the next Board Meeting agenda
    iv. IDL Committee – Jim Bennet
        - Proposal for Tigris has been adjusted for the increase in lake erosion.
            - There was a portion of lake that was not included in their original proposal.
            - Advanced Aquatics maintains the lakes, they have been asked to push back the spatter doc that's present in lake 17 due to advanced growth.
            - Sewer Viewer cleans out the storm drains. There is a proposal for them to check the drainage pipes.
            - A pump on lake 17 broke. Irrigation plus is working to fix it.
    v. Technology Committee – Ken Kapler on behalf of Scott Yates
        - Looking into new ID Card and access system for the community
    vi. Villa Committee – Marv Johnson
        - Elias Brothers is still painting the Villas. They are expected to finish within the next week or two.

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5) **Old Business**
   a. **Foreclosures**
      i. **11608 Meadowrun Circle**
         - **John Anderson made a motion to move forward with the foreclosure of the home on 11608 Meadowrun Cir. Darren Simpson Seconded. All were in favor. Motion passed.**

      ii. **10117 Windy Pointe Ct**
         - **Darren Simpson made a motion to move forward with the foreclosure of the home located on 10117 Windy Pointe Ct. John Anderson seconded the motion. All were in favor. Motion passed.**

   b. **Tigris lake erosion repair new estimate + $1841.33**
      i. **Lucky Johnson made a motion to approve the proposal submitted by Tigris to correct the erosion problem at the lakes. John Anderson seconded the motion. All were in favor. Motion passed.**

   c. Part-time Administrative Assistant
      - Lacey and Christian went over what the Administrative Assistant would be doing and workflows and the need for one
      - Ken went over the need for better data entry and tracking of access to community amenities.
      - A discussion was had regarding the addition of a new administrative assistant.

6) **New Business**

   a. **Violation Fining Schedule**
      i. **Ken Wayne made a motion to amend the Rules and Regulations to remove the current fining schedule. Darren Simpson seconded the motion. All were in favor. Motion passed.**

   b. Training on Common Area Amenities
      i. If a trainer is not insured then the community is liable if someone gets hurt.
      ii. Club Members receiving training on Common Area Amenity grounds
         - If it is a volunteer then they don't have to have insurance
         - If they are paid then they must have proof of insurance
            - The COI must have the Marina Bay named on the certificate
      iii. Receiving Training in the Gym
         - No trainer allowed in the gym
      iv. Providing Training in the Gym to others
         - Trainers are not allowed to use the common area facilities to conduct business

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c. **Utility Savings**
   i. **Vote to grant Access to Gordon Smith to review utilities and cost saving options**
   ii. **Ken Wayne made a motion to grant access to Gordon Smith to review the utilities and cost saving options. John Anderson seconded the motions. All were in favor. Motion passed.**

d. **Proposals**:
   i. **Landscaping**
      - **Derren Simpson made a motion to approve proposal 384120 for $2852.50. Ken Wayne seconded the motion. All were in favor. Motion passed.**
      - **John Anderson made a motion to approve Juniper to add Coco Plum bushes corner of Meadowrun proposal 382531 for $3,555. Ken Wayne seconded the motion. All were in favor. Motion passed.**
   ii. **Fountain**
      - **John Anderson mad a motion to approve A Waibel Electric Inc. electrical work:**
        - **A Waibel Electric proposal 1140 – $4,975**
        - **A Waibel Electric proposal 1142 – $4,900**
        - **A Waibel Electric proposal 1139 – $4,960**
      - **Darren Simpson seconded the motions. All were in favor. Motion passed.**

7) **Open Discussion (3 minutes each)**
   a. 10094 Chesapeak had a fire back in July of 2024. At one year they were already notified they had one year from the fire to get it back to standard compliance. As of this time, they are still not in compliance. The permit has already expired. Darren wanted to begin the fining prosses with the homeowner of that home. It was questioned when the original violation was sent. The Board decided to send a violation notice to begin the violation process with the homeowner.
   b. It was asked to extend the timing to a one and a half hour time on Skeeda.
   c. It was also asked to extend the wait within one day to reserve the Pickle Ball court to three days so that members can reserve it further in advance.

8) **Next BOD Meeting – March 18, 2026 at 6:00 PM in the Card Room**
9) **Adjournment**
   a. **Ken Kapler made a motion to adjourn the meeting. John Anderson seconded the motion. All were in favor. Meeting adjourned at 7:55 pm.**

*This notice has been posted on property February 16, 2025, by order of the Board of Directors and in compliance with Chapter 720 of Florida States and Association Documents.

APPROVED

Meeting Minutes 1.21.26

1. Call to Order @ 6:00 pm

Member	Present or Not
Ken Kapler-President	Present
John Anderson-Vice President	Present
Ken Wayne-Treasurer	Present
Lucky Johnson-Secretary	Present
Darren Simpson-Director	Present

2. **Minutes:**
    1. Minutes were - **Tabled**.

3. **President's Report:**
    - Announcement of PM Todd Blanton resigning and introduction of Christian Geymayr as new Property Manager.
    1. Reading of a Attorney letter from the BOD to residents re: disruptive verbal and written comments by owners
    2. Review of workshop ideas discussion earlier in January.
    3. Next townhall announced for Feb 9th with narrative of several potential topics.
    4. Discussed current lanai washing/painting project for Villas
    5. Discussed new grievance committee and upcoming violations process.

4. **Property Manager Report:**
    - Lacey thanked Todd for his contributions and welcomed Christian, the new Property Manager
    - Review of previous accounting with Packer Thomas vs. FSR accounting and delays.
    - No trespassing signs newly posted around pool area.
    - New procedures were put in place for using indoor basketball court.
        - Reservations are now required to be submitted via Skeeda.
    - Reviewed regular communication with the residents and how to receive them.

5. **Lifestyle Director Report:**
    - Went over updates on recent events on NY Eve and Comedy Show Events.
    - Commented on new social committee and auxiliary committees.
    - Announced upcoming events for next several weeks with details.
    - Currently under budget and will request board approval guidelines for order(ed) items

Approved

6. **Treasurers Report:**
    - Went over update to new bank accounts.
    - Update on accounting errors being corrected by Packer Thomas
    - Overview of current budget numbers

7. **Committee Reports:**

    - **ACC:**
        - Jim Bennett presented it to the ACC. The committee is reviewing Silver Ridge trees and sod concerns. Eight (8) applications were approved to move forward. Online application process is not working for the committee, so they're reverting to managing the process with the previous system in place, not online.
        - Training for new applications is provided by FSR

    - **Auxiliary Committee:**
        - Board president interjected with comments re: purpose of the Auxiliary committee.

    - **Finance:**
        - Tom Dyson made comments on plans for the committee and what the members are doing to prepare to contribute.
            - Meeting is at 1pm with Auditor

    - **Grievance:**
        - Scott Yates made stated committee will meet 3rd Tuesday/month 6pm. Scott described the process of violations.

    - **Technology:**
        - Scott Yates discussed the introduction of the new technology committee, again listing individuals on the committee and a few of the projects they're interested in pursuing.

    - **Villas:**
        - Marv Johnson discussed the villas washing & painting project(s). Lanais on Five Waters will be washed as well.

Approved

- **IDL:**
  - Kevin Doyle discussed the erosion project being considered for the lakes. Kevin stated the difficulty of finding good vendors and recommended to the board to get preferred vendors on file and asked the board to approve a vendor to get drainage pipes cleaned. There was also a discussion regarding their educational efforts for the community.

8. **Old Business**

- **Fountains:**
  - **Fountain Repair**
    - Ken Kapler discussed the frustrations of the entry fountains. Christian Geymayr filled in the details of progress to repair them. In the interim before repairing the fountains, plans are being made to carefully clean them. Once clean, move forward to repair electrical issues, then replace failed pumps, and finally have the system properly fixed.
  - **House Doctors**
    - **Darren made a motion to accept the $4,875.00 proposal from House Doctors to clean the stones of the entry fountains. John seconded the motion. All in favor, Motion passed.**

9. **New Business**

- **Add Admin to the Office**
  - Ken Kapler initiated a discussion of need for an Administrative Assistant and how it could be structured. The narrative indicated the high level of traffic in the admin office re: fobs, decals, help with technology, etc.
  - Discussion led to questions re: the need or demand for the position, job description.
  - **Action Item:** Lucky indicated "need to know details" to move forward. **Lacey** to prepare the information for the next board meeting, including new resident orientation. Discussion.

- **Grievance Committee Charter:**
  - **Discussion of the charter and changes, new Statute 720 legislation. Two items to be added to validate the new charter. John made a motion to approve the new Grievance Committee Charter. Ken Wayne seconded the motion. All in favor. Motion passed.**

Approved

- **Street Parking Update:**
  - This topic is to be included on the agenda for the next workshop meeting. Discussion.

- **Age of Volunteers:**
  - Discussion of details of work volunteers, and age-restrictions. A motion to be prepared.

- **Proposals:**

  - **Diamond Access Technology Proposal 20789: John made a motion to approve invoice for $1,196.03. Ken W. seconded the motion. All in favor. Motion passed.**

  - **Juniper: portico/pool island renovation Proposal 379759: Ken W. made a motion to approve $1,427 for island renovation. John seconded the motion. All in favor. Motion passed.**

  - **Juniper-sod replacement along Silver Ridge-credit Proposal 377433: Ken W. made a motion to approve $21,065 for sod replacement. John seconded the motion. All in favor, Motion passed.**

  - **Juniper-Tree replacement along Silver Ridge Proposal 375778: John motioned to approve the $2,955 proposal. Ken W. seconded the motion. All in favor, Motion passed.**

  - **Tigris Proposal 316789 - 10/15/25 $8,8260 Erosion Project:**
    - **Lucky made a motion to conditionally approve amount based on updated valid number from Kevin Doyle on the project. Darren seconded the motion. Motion approved.**

  - **Resident Comments**
    - Update Community on daily items (garbage pick-up, water boil notice, etc.)
    - Randi Wolf to social committee
    - Update on Maintenance Person

10. Next Meeting

- **Board of Director's Meeting - 2/18/2026**

11. Adjournment

Approved

- **Ken W. made a motion to adjourn. John seconded the motion. All in favor. Motion passed. Meeting adjourned at 8:22 PM.**

Approved

Board Meeting Minutes 12.23.25

1. Call to Order @ 9:00AM

Member	Present or Not
Ken Kapler-President	Present
John Anderson-Vice President	Present
Ken Wayne-Treasurer	Present
Lucky Johnson-Secretary	Present
Darren Simpson-Director	Present

2. **New Business:**
   - Committee appointments & Charter Reviews
     - **Ken Kapler motioned to approve the list of committee candidates to various assigned committees. Motion was seconded by John Anderson, all in favor. Motion Passed.**
   - Tom Bokman-Finance/Tech
   - Mark Lippuchi-Finance
   - Tom Dyson-Finance
   - Jim Esher-IDL/Tech
   - Shan Wijesekera-Tech (need application)
     - Ken Kapler motioned to Add Shaun Wijesekera to Tech committee once application is submitted, in addition to existing resume. Motion was seconded by Darren Simpson. All in favor, Motion passed unanimously.
   - Gordon Smith-Finance/Tech
   - Jack Aycock-Grievance
   - Joanne Roth- Villa
3. **Adjournment:**
   - **Ken Kapler motioned to adjourn. Motion was seconded by Ken Wayne. All in favor. Motion passed.**

Approved

Meeting Minutes 12.17.25

1. Call to Order @ 6:00 pm

Member	Present or Not
Ken Kapler-President	Present
John Anderson-Vice President	Present
Ken Wayne-Treasurer	Present
Lucky Johnson-Secretary	Not Present
Darren Simpson-Director	Present

- **Minutes:**
  - **Minutes for the November 2025 BOD Meeting were approved – Ken Kapler made a motion, John Anderson second, all in favor. Motion passed.**

2. **President's Report:**
   - Presented by Ken Kapler

3. **Property Manager Report:**
   - Presented by Todd Blanton

4. **Lifestyle Director Report:**
   - Presented by Crystal

5. **Treasurers Report:**
   - Presented by Ken Wayne

6. **Committee Reports:**

   - **ACC:**
     - Jim Bennett presented it to the ACC. The committee is reviewing Silver Ridge trees and sod concerns. Eight (8) applications were approved to move forward. Online application process is not working for the committee, so they're reverting to managing the process with the previous system in place, not online.

     - Board president interjected with comments re: purpose of the Auxiliary committee.

   - **Finance:**
     - Tom Dyson made comments on plans for the committee and what the members are doing to prepare to contribute.

Approved

- **Grievance:**
  - Scott Yates made comments on their journey being challenged. Committee will meet 3rd Tuesday/month 6pm. Scott described the process of violations.

- **Technology:**
  - Scott Yates discussed the introduction of the new technology committee, again listing individuals on the committee and a few of the projects they're interested in pursuing.

- **Villas:**
  - Marv Johnson discussed the villas washing & painting project(s).

- **IDL:**
  - Kevin Doyle discussed the erosion project being considered for the lakes. Kevin stated the difficulty of finding good vendors and recommended to the board to get preferred vendors on file and asked the board to approve a vendor to get drainage pipes cleaned.
  - There was also a discussion regarding their educational efforts for the community.

7. Old Business

- HVAC Systems Final Repair Invoice
  - Motion to pay Deep South repairs $7,109.00: Ken Wayne/2nd John Anderson, all in favor, motion passes.
- Music at Clubhouse-Cancellation proposal & Spotify costs was discussed.
- Cleaning at Clubhouse-Day One for All-In-One Cleaning was Discussion. Accept the new All-In-One contract $3,466/month was discussed.

- Landscape Contract-Ratify renewal contract.
- Accept new Landscape terms with special perks and pricing Discussion
- Foreclosures on Two Foreclosures - see documents. Discussion.
- **Motion: Remove owner access/entry and garnish any rental payments. Ken Wayne/Ken Kapler 2nd, all in favor – Motion passed.**

- **Offsite Storage Unit-"No more than $50/monthly proposal" - Discussion.**
  - Motion: Approve CubeSmart off-site storage unit for no more than $50/mos.
    - **John Anderson motioned for approval, Darren Simpson 2nd, all were in favor, motion passed.**

Approved

8. New Business

- Allied Universal Gate Security Contract renewal for 2026 – Discussion.
- Motion: Renew the annual contract for $236,691.98.
- Ken Wayne/ John Anderson 2nd. Unanimous vote.
- Deep South Air HVAC Annual Maintenance Contract
- Motion: Replace existing HVAC maintenance contract $2,850/annual.
- Ken Wayne/John Anderson 2nd. Unanimous vote.
- Maintenance Facility discussion-storage, vehicle, exposure, equipment, etc. N/A

- **Proposals:**
  - Replace dead Bougainvillea at each end of the island in the parking lot
    - **Motion to accept estimate by Juniper: John Anderson/Ken Wayne 2nd. All in favor, motions passed.**

  - Pool enhancement project- funds can be used from $50K bonus
    - **Motion to accept estimate by Juniper: $4,449.26 Ken Wayne/Ken Kapler 2nd. All in favor, motion passed.**

  - Pool Veranda lighting - Discussion on 3x proposals.
    - **Motion to approve Juniper estimate contingent proposal, not to exceed total proposal pricing for all 7-trees; Darren Anderson/Ken Wayne 2nd. Unanimous vote.**

9. Open Discussion (3 minutes each)

10. Next BOD Meeting

- January 21, 2026, at 6:00 PM

11. Adjournment

- **Motioned was called to adjourn the meeting. All were in favor. Meeting was adjourned.**

This notice has been posted on property November 17, 2025, by order of the Board of Directors and in compliance with Chapter 720 of Florida Statutes and Association Documents.

Approved

Marina Bay HOA Board Meeting
Date: November 19th, 2025
Location: Marina Bay's Card Room
Time: 06:00 PM EST

Join Zoom Meeting:

https://us06web.zoom.us/j/4950556749?pwd=7LNFUYl5CaBPtRrpbQbQvmZQvIPWJt.1&omn=83420388777

Meeting ID: 495 055 6749

Passcode: 1234

1) **Pledge of Allegiance/ Moment of Silence**
2) **Call to Order / Proof of Notice / Roll Call** The meeting was called to order at 6:00 PM EST. Notice posted per Florida Statute 720. John Anderson, Ken Wayne, Lucky Johnson, Ken Kapler, Todd Blanton, Lacey Pritchard, Crystal Hamblen
3) **Meeting Minutes Approval- October 2025** Approved
4) **Reports:**
    a. President's Report Ken K. discussed moving financials to FSR, upcoming Town Hall plans to have monthly meetings on the 2nd Monday of the month for a few months.
    b. Property Manager's Report Todd touched on community projects including tennis court resurfacing, mulch application, fireplace on portico, cool temps & pool temps, as well as financials being moved to FSR
    c. Lifestyle Director Report Crystal recapped her recent very successful events and thanked the community for attending and all who assisted. She announced upcoming events including the holiday party, breakfast with Santa, Cookies with Santa
    d. Treasurer's Report (Ken Wayne) Mr. Wayne discussed the upcoming transition to FSR and the maturing investments that will be getting better returns.
    e. Committee (Board Liaison) Reports (3 mins)
5) **Old Business**
    a. HVAC system Todd updated the community that we are waiting for the barring's to arrive for the fix and that the clubhouse A/C may be down for a day or two during repairs.
    b. Flagpole Ken K. spoke about the misunderstanding with the flag pole approval and stated that many residents have offered to pledge their own money instead of this being an association expense.
6) **New Business**
    a. **Fire Station, affordable housing** Resident Denise Rafferty, resident since 2016, discussed the fire station that is being built across the street, the attainable housing that is going up nearby with 378 units.
    b. **Music at clubhouse** John Anderson spoke on the fact that the clubhouse music licensing is being looked into and we are looking at more affordable options.
    c. **Committees** Ken K spoke on the Boards intention to utilize an application for new committee members and encouraged residents to join. Marina Bay is looking to add a Tech Committee as well as a Welcome Committee. Jim Bennett who applied for the ACC was discussed. Motion by Ken K., supported by John A, and seconded by Ken W. Motion carried. Jim Bennett added to the ACC.
    d. **Pool veranda lighting** Board discussed how some rope lighting on 4 palms out by the portico would be beneficial as it is very dark for events and those who like to enjoy the area after dark. Bids will be attained.

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e. **Foreclosures** The Board discussed two foreclosure cases opened since July 2025. John A. noted that in a previous board role, progress was made by contacting the mortgage holder. The Board agreed that Ken K. will consult with Varnum regarding options in the Association's best interest. The item was tabled and will be added to the December agenda.

f. **IDL** No discussion occurred on this agenda item.

g. **Proposals**:

i. Landscaping Contract Discussion on the landscape proposals has not yet occurred. The Board is working with IDL Committee member Jim Esher and Landscape Committee Chair Jim Bennett, and anticipates having a decision by December

ii. Clubhouse cleaning contract Lacey reported her initial observations regarding the current cleaning service, noting concerns about cleaning during peak business hours, poor quality of work, and communication challenges that hinder productivity. She stated that three alternative bids had been obtained, all less costly than the current provider, Continental Cleaning. Audience members raised concerns about a possible auto-renewing contract; Lacey will verify whether a signed contract exists.
A contingent motion was made by Ken K., supported by John A., and seconded by Lucky J., to contract All in One Cleaning, contingent upon confirmation that no signed contract exists with Continental Cleaning and that the Association will not incur penalties for termination.

7) **Open Discussion (3 minutes each)**

8) Next BOD Meeting – December 17, 2025 at 6:00 PM

9) Adjournment The meeting was adjourned at 7:51 PM EST.

*This notice has been posted on property November 17, 2025, by order of the Board of Directors and in compliance with Chapter 720 of Florida Statutes and Association Documents.

APPROVED

Meeting Minutes
Marina Bay Landscape Committee Meeting
Wednesday October 1, 2025, 10:00 A.M.

1. Call to Order: Meeting opened by Committee Chair, Jim Bennett, at 10:00 A.M.
2. Roll Call: Committee members present were Jim Bennett, Anthony Cordone, Deborah Frankel, Kate Bennett and Jeff Vaughn. Juniper Representatives Brennen Garrett and Andrew Crespo were also present.
3. Notice of meeting in accordance with Florida Statues and Association Documents.
4. A motion to approve September 10, 2025, minutes was made by Jeff Vaughn and seconded by Kate Bennett, approved unanimously.

Old Business:

1. Delivery and installation of Mulch in the Community will occur November 17 through November 29.
2. A request was made to send out reminders again to the Community on Rules and Regulations as well as Maintenance and Appearance of Homes.
3. Pigmy Palms are hard cut twice a year, dead branches during trimming cycle.

New Business:

1. When will violations in the community be addressed.
2. Decorations and potted plants will be addressed in the future. Dead and missing trees as well as articles on Utility Boxes being prioritized.
3. Notification Reminders on Rules and Regulations and Maintenance and Appearance of Homes to be sent out weekly/biweekly from Mgmt.
4. Trimming around the lakes will be done every other service.
5. Palm and shrubs will be fertilized three (3) times a year as of October 1st. No fertilizers from June 1st through September 30th per ordinance.

Meeting adjourned at 11:20 A.M. Motion made by Anthony Cordone and seconded by Jeff Vaughn.

Next Meeting – November 5, 2025, at 10:00 A.M. in Card Room

INSTR # 2015000153826, Doc Type RES, Pages 187, Recorded 07/15/2015 at 08:39 AM, Linda Doggett, Lee County Clerk of Circuit Court, Rec. Fee $1591.00 Deputy Clerk ALUCKEY

This instrument prepared by and after recording should be returned to: (enclose self-addressed stamped envelope) Lee County Homes Associates III, LLLP 1600 Sawgrass Corporate Parkway, Suite 400 Sunrise, Florida 33323 Attn: Steven M. Helfman, Esq.	
SPACE ABOVE THIS LINE FOR PROCESSING DATA	SPACE ABOVE THIS LINE FOR PROCESSING DATA

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR

MARINA BAY

FORT MYERS

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DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR MARINA BAY

THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR MARINA BAY ("Declaration") is made as of the 13th day of July, 2015, by LEE COUNTY HOMES ASSOCIATES III, LLLP, a Florida limited liability limited partnership, its successors and assigns (the "Declarant"), and is joined in by MARINA BAY OF FORT MYERS HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit (the "Association").

WHEREAS, Declarant desires to develop a planned community to be known as "Marina Bay" (as hereinafter defined) on certain real property more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property");

WHEREAS, in order to develop and maintain Marina Bay as a planned community and to preserve the values and amenities of such community, it is necessary to declare, commit and subject the Property and the improvements now or hereafter constructed thereon to certain land use covenants, restrictions, reservations, regulations, burdens, liens, and easements; and to delegate and assign to the Association certain powers and duties of ownership, administration, operation, maintenance and enforcement; and

WHEREAS, the Association is joining in this Declaration in order to acknowledge its duties, responsibilities and obligations hereunder.

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Declarant hereby declares that the Property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth, all of which shall run with the Property and any part thereof and which shall be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns.

ARTICLE I
DEFINITIONS

The terms used in this Declaration shall be defined as set forth herein unless expressly provided otherwise.

Section 1. "ADDITIONAL PLAT" shall mean the plat of BOTANICA SOUTH according to the Plat thereof, as recorded September 8, 2014 under Instrument No. 2014000185347 of the Public Records of Lee County, Florida ("Botanica South Plat"), and all additional plats of any portion of the Property and/or Additional Property provided a Supplemental Declaration for such Additional Property is recorded amongst the Public Records of the County. "Additional Plat" shall also mean the replat of all or any portion of the Plat or any other plat of all or any portion of the Property.

Section 2. "ADDITIONAL PROPERTY" shall mean any real property (other than the Property) that may be submitted by Declarant to the terms and provisions of this Declaration by a Supplemental Declaration which shall be executed by the owner of the Additional Property and need not be joined in by any other person or Owner. No portion of any Additional Property shall be encumbered by this Declaration unless and until such property is added by a Supplemental Declaration executed by the fee owner thereof and Declarant. In the event any Additional Property becomes encumbered by this Declaration, then, and only then in such event, the term "Property" as used herein shall also mean the Additional Property.

Section 3. "AMENDMENT(S)" shall mean any and all amendments to this Declaration, all of which shall be consecutively numbered beginning with the "First Amendment to the Declaration of Covenants, Restrictions and Easements for Marina Bay" and each of which shall be properly adopted pursuant to the terms of the Marina Bay Documents and recorded in the Public Records of the County; provided, however, the failure to so consecutively number such amendments shall not impair their validity hereunder and such amendments to the extent not otherwise numbered will be deemed to have been numbered in chronological order of their appearance in the Public Records of the County. "Amendment(s)" shall also mean any and all amendments to any Supplemental Declaration, as recorded in the Public Records of the County.

Section 4. "ARBORWOOD CDD" or "CDD" shall mean the Arborwood Community Development District, an independent unit of local government created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended, any successor statute thereto, the Florida Constitution, and other applicable provisions of law, and/or any successor or assign of the Arborwood Community Development District. Marina Bay, as well as other properties, are located within the Arborwood CDD.

Section 5. "ARCHITECTURAL CONTROL COMMITTEE" or "COMMITTEE" shall mean the committee created pursuant to Article VIII hereof.

Section 6. "ARTICLES" shall mean the Articles of Incorporation of the Association which will be or have been filed in the Office of the Secretary of State of the State of Florida, a true copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference, as such Articles may be amended from time to time.

Section 7. "ASSESSMENTS" shall mean assessments for which all Owners are obligated to pay to the Association and includes "Individual Lot Assessments," "Special Assessments," "Twin Villa Assessments" and "Twin Villa Special Assessments" (as such terms are defined in Article VII hereof) and any and all other assessments and monetary fines and charges which are or may be levied by the Association in accordance with the Marina Bay Documents; provided, however, that the obligation to pay Twin Villa Assessments and Twin Villa Special Assessments shall only be the obligation of the Owners of the Twin Villas (as hereinafter defined).

Section 8. "ASSOCIATION" shall mean and refer to MARINA BAY OF FORT MYERS HOMEOWNERS ASSOCIATION, INC., a not-for-profit Florida corporation, its successors and assigns, existing pursuant to the Articles, which Association is responsible for the ownership, administration, operation, maintenance, preservation, enforcement and architectural control of Marina Bay as provided in this Declaration. The Association is NOT a condominium association and is not intended to be governed by the Condominium Act, Chapter 718 of the Florida Statutes.

Section 9. "ASSOCIATION PROPERTY" shall mean such portions of the Property which are not included in any Lot, except those areas dedicated to the public by the Plat or Additional Plat(s), if any, and which are or shall be owned or maintained by the Association, as set forth in this Declaration and/or the Plat or Additional Plat(s), if any, for the common use and enjoyment of the Owners within Marina Bay, together with landscaping, personal property and any other Improvements thereon, including, without limitation, all of the following if and to the extent located thereon, all structures, the gatehouse, the Recreational Tract as more particularly described in Article II, Section 2(1) hereof, Lakes (as hereinafter defined), open space(s), private streets, asphalt bike paths, sidewalks, irrigation facilities, "Street Lights" and "Decorative Street Lights" (as those terms are hereinafter defined), perimeter fences and walls, entry or other lighting, entrance features, fountains, buffer tracts, monument walls, monument signs, site walls, retaining walls, littoral plantings and decorative street signs, if any, but specifically excluding any public utility installations thereon, and all portions of any "Community Systems" (as hereinafter defined) not made Association Property pursuant to Article II, Section 7 hereof, and any other property of Declarant not intended to be made Association Property. "Association Property" shall also include the Drainage System, the Irrigation System and such portions of the Property as are declared to be Association Property in any Supplemental Declaration, less whatever portions of the Property are declared to be withdrawn from the provisions of this Declaration in any Supplemental Declaration.

Section 10. "BOARD" shall mean the board of directors or other legally recognized governing body of the Association.

Section 11. "BYLAWS" shall mean the Bylaws of the Association, which have been or will be adopted by the Board, a copy of which is attached hereto as Exhibit "C" and incorporated herein by this reference, as such Bylaws may be amended from time to time.

Section 12. "COMMON STRUCTURAL ELEMENTS" shall have the same meaning as set forth in Section 3 of Article XIII hereof.

Section 13. "COMMUNITY SYSTEMS" shall mean and refer to any and all television (cable, satellite or otherwise), telecommunication, internet access, alarm/monitoring, utility or other lines, conduits, wires, satellites, amplifiers, towers, antennae, equipment, materials, installations and fixtures (including those based on, containing or serving future technological advances not now known) installed by Declarant, an affiliate of Declarant, any other entity in which Declarant or an affiliate of Declarant may have an interest (financial or otherwise), or any third party expressly granted the rights by Declarant or the Association to provide Community Systems within the Property, or pursuant to any grant of easement or authority by Declarant and serving the Association Property and/or more than one Lot.

Section 14. "COMPLETED LOT" shall mean a Lot or Twin Villa Lot, as applicable, on which the construction of a Home has been completed, for which Home a certificate of occupancy or equivalent therefor has been issued by the appropriate governmental agency and the title to such Lot has been conveyed by Declarant.

Section 15. "CONSERVATION AREAS" shall mean those areas of the Property designated on the Plat and/or Additional Plat(s), if any, as conservation areas or "CA" tracts.

Section 16. "CONSERVATION EASEMENT" shall mean that certain Deed of Conservation Easement given by Declarant and Lee County Homes II Corporation, as Grantor, in favor of the Water Management District, dated September 21, 2005 and recorded September 21, 2005 as instrument number 2005000034385 and re-recorded December 8, 2005 as instrument number 2005000158734, and any other deeds of conservation easements given in favor of the Water Management District with respect to the Property, both of the Public Records of the County.

Section 17. "COMPLETED LOT OWNER" shall mean the Owner of a Completed Lot.

Section 18. "COUNTY" shall mean Lee County, Florida.

Section 19. "DECLARANT" shall mean and refer to Lee County Homes Associates III, LLLP, a Florida limited liability limited partnership, and any successor or assign thereof to which Lee County Homes Associates III, LLLP, specifically assigns all or part of the rights of Declarant hereunder by an express written assignment, whether recorded in the Public Records of the County or not. The written assignment may give notice as to which rights of Declarant are to be exercised and as to which portion of the Property. In any event, any subsequent declarant shall not be liable for any default or obligations incurred by any prior declarant, except as may be expressly assumed by the subsequent declarant. An Owner shall not, solely by the purchase of a Home and/or Lot, be deemed a successor or assign of Declarant under the Marina Bay Documents unless such Owner is specifically so designated as a successor or assign of such rights in the instrument of conveyance or any other instrument executed by Declarant. Whether or not specifically stated, a predecessor Declarant shall be afforded the same protection with respect to matters arising during its tenure as Declarant as the predecessor Declarant would have if it were still Declarant.

Section 20. "DECLARATION" shall mean this instrument as it may be amended from time to time, together with any Supplemental Declaration(s) or Amendments hereto, which may be recorded amongst the Public Records.

Section 21. "DIRECTOR" shall mean a member of the Board.

Section 22. "DRC" or "DESIGN REVIEW COMMITTEE" shall mean that certain Design Review Committee established pursuant to the Master Development Plan of the City adopted under City Ordinance No. 3223.

Section 23. "DRAINAGE SYSTEM" shall mean a system of structures and other improvements, including, without limitation, control structures, culverts, headwalls and/or swales, which is designed, constructed and installed to, among other things, collect and convey rainwater runoff from Marina Bay to the water management tracts (i.e., "Lakes," as hereinafter defined) within the Property, and to also control the discharge of water from the Lakes into nearby canals. The Drainage System is located upon and designed to serve the Property and other properties around the Property. Except as set forth in this Declaration, the Drainage System is a private drainage system.

Section 24. "HOME" shall mean a residential dwelling unit constructed within Marina Bay (including, without limitation, a Twin Villa), which is designed and intended for use and occupancy as a single-family residence; provided, however, that no portion of any Community System, even if installed in a Home, shall be deemed to be a part of a Home unless and until same is made such pursuant to Article II, Section 7 hereof, if at all. Upon completion of construction of a Home on a Lot, the Lot and Improvements thereon are sometimes collectively referred to as a Home in this Declaration and the Marina Bay Documents.

Section 25. "IMPROVEMENT" shall mean all structures or artificially created conditions and appurtenances thereto of every type and kind located within Marina Bay, including, but not limited to, buildings, walkways, recreation areas and facilities, parking areas, berms, fountains, sprinkler systems, gatehouse, Streets, Drives, Roads, Roadways, driveways, bridges, fences, retaining walls, underground footers and other foundation supports, stairs, landscaping, trees, hedges, plantings, poles, swings, gym sets and play structures, tennis courts, swimming pools, covered patios, screen enclosures, jogging, bicycling and walking paths, basketball courts, backboards and hoops, signs, site and perimeter walls, gazebos, benches, mailboxes, Street Lights and Decorative Street Lights and signs.

Section 26. "INCOMPLETE LOT" shall mean a Lot which is not a Completed Lot.

Section 27. "INCOMPLETE LOT OWNER" shall mean the Owner of an Incomplete Lot.

Section 28. "INSTITUTIONAL MORTGAGE" shall mean a mortgage held by an Institutional Mortgagee on any property within Marina Bay.

Section 29. "INSTITUTIONAL MORTGAGEE OR INSTITUTIONAL LENDER" shall mean any lending institution owning a first mortgage encumbering any Home or Lot within Marina Bay, which owner and holder of said mortgage shall either be a bank, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, building and loan association, mortgage banking company licensed to do business in the State of Florida, or any subsidiary thereof, licensed or qualified to make mortgage loans in the State of Florida or a national banking association chartered under the laws of the United States of America or any "secondary mortgage market institution," including the Federal National Mortgage Association ("FNMA"), Government National Mortgage Association ("GNMA"), Federal Home Loan Mortgage Corporation ("FHLMC") and such other secondary mortgage market institutions as the Board shall hereafter approve in writing; any and all lenders, and the successors and assigns of such lenders, which have loaned money to Declarant and which hold a

mortgage on any portion of the Property securing any such loan; any pension or profit-sharing funds qualified under the Internal Revenue Code; the Veterans Administration, the Federal Housing Administration or the Department of Housing and Urban Development or such other lender as is generally recognized in the community as an institutional lender; or Declarant, its successors and assigns.

Section 30. "INTEREST" shall mean the maximum nonusurious interest rate allowable by law, as amended from time to time, on the subject debt or obligation, and if no such rate is designated by law, then eighteen percent (18%) per annum.

Section 31. "IRRIGATION SYSTEM" shall mean one or more irrigation control systems for the Association Property and/or any or all of the Lots within Marina Bay. The Irrigation System is located upon and designed to serve the Property and the Lots as further described in Article VI, Section 7 below. The Irrigation System may use reclaimed water provided by the City if and when made available by the City.

Section 32. "LAKES" shall mean those portions of the Property designated on the Plat and/or Additional Plat(s), if any, as lakes, lake tracts or storm water management tracts.

Section 33. "LAKE LOT" shall mean a Lot within Marina Bay abutting one of the Lakes.

Section 34. "LEGAL FEES" shall mean reasonable fees for attorney and paralegal services and all costs and court costs through and including all trial and appellate levels and post judgment proceedings incurred in connection with: (i) negotiation and preparation for mediation, arbitration and/or litigation, whether or not an action is actually begun, and (ii) collection of past due Assessments including, but not limited to, preparation of notices and liens. Legal Fees shall also include pre-litigation attorneys' fees and costs incurred by the Association in enforcing the Association Documents.

Section 35. "LOT" shall mean and refer to any parcel of land within Marina Bay as shown on the Plat or any Additional Plat upon which a Home is permitted to be constructed, together with the Improvements thereon, and any other portion of the Property within Marina Bay that is declared to be a Lot by a Supplemental Declaration and is not subsequently withdrawn from the provisions of this Declaration by a Supplemental Declaration, provided, however, that no portion of any Community System shall be deemed to be part of a Lot unless and until such Community System (or portion thereof) is made a part of a Lot pursuant to the terms of this Declaration, if at all. For purposes of Individual Lot Assessments, a Lot is either a Completed Lot or an Incomplete Lot. Upon completion of construction of a Home on a Lot, such Lot and the Improvements thereon are sometimes collectively referred to as a Lot in this Declaration and the Marina Bay Documents.

Section 36. "MARINA BAY" shall mean that planned development located in Lee County, Florida, which is intended to encompass the Property (including, without limitation, the Association Property and Lots), and which may be expanded to include additional property or reduced by withdrawal of Property, all by the recording of one or more Supplemental Declaration(s).

Section 37. "MARINA BAY DOCUMENTS" shall mean in the aggregate this Declaration, the Articles, the Bylaws, the Rules and Regulations, the Plat, the Additional Plat(s), if any, and all of the instruments and documents referred to herein and therein, including, but not limited to, any Amendment(s) and Supplemental Declaration(s), all as may be amended and/or supplemented from time to time.

Section 38. "MEMBERS" shall mean and refer to all of the Owners who are also members of the Association, as provided herein.

Section 39. "NOTICE AND HEARING" shall mean written notice and a public hearing before a tribunal appointed by the Board at which the Owner concerned shall have an opportunity to be heard in person or by counsel, at Owner's expense, in the manner set forth in Article X herein. Owner shall have the right, but the obligation, to have legal counsel of Owner's choice present at such hearing at Owner's expense.

Section 40. "OPERATING EXPENSES" shall mean the expenses for which Owners are liable to the Association as described in this Declaration and any other Marina Bay Documents and include, but are not limited to: (a) the costs and expenses incurred by the Association in owning, administering, operating, maintaining, financing, or repairing (but not reconstructing, replacing or improving), the Association Property or any portion thereof and Improvements thereon, all other property owned by the Association (including, without limitation, the Drainage System); (b) the costs and expenses incurred by the Association in administering, operating, maintaining, financing, insuring or repairing the Common Structural Elements and the portions of the Twin Villas for which the Association has maintenance responsibility pursuant to this Declaration; provided, however those portions of the Operating Expenses attributable to and for the benefit of the Twin Villa Lots shall be deemed Twin Villa Operating Expenses and shall be payable only by the Owners of the Twin Villas as a Twin Villa Assessment; (c) the costs and expenses incurred by the Association in performing the Association's obligations under and pursuant to the Perimeter Wall Maintenance Agreement (as hereinafter defined) as described in Article IX, Section 1.I below; and (d) all costs and expenses incurred by the Association in carrying out its powers and duties hereunder or under any other Marina Bay Documents.

Section 41. "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot within Marina Bay, and includes Declarant for as long as Declarant owns fee simple title to a Lot, but excluding therefrom those having such interest as security for the performance of an obligation.

Section 42. "PLAT" shall mean that certain plat of BOTANICA LAKES – PLAT ONE, according to the Plat thereof as recorded in Instrument Number 2006000244697. In the event an Additional Plat is recorded in the Public Records of the County, then the term "Plat" as used herein shall also mean and refer to the Additional Plat(s).

Section 43. "PROPERTY" shall initially mean and refer to that certain real property described in Exhibit "A" attached hereto and made a part hereof, and thereafter, as applicable to such additions thereto as may hereafter be brought within the jurisdiction of this Declaration and/or

the Association; provided, however, Declarant reserves the right to withdraw from the provisions hereof, such portion or portions of the Property as Declarant from time to time elects, upon the execution by Declarant of a Supplemental Declaration.

Section 44. "RULES AND REGULATIONS" shall mean the duly adopted rules and regulations of the Association as the same may be amended from time to time.

Section 45. "SUPPLEMENTAL DECLARATION" shall mean any instrument executed by Declarant which, when recorded in the Public Records of the County, shall: (a) commit Additional Property, if any, to the provisions of this Declaration, and shall be the only method of committing such property to the provisions of this Declaration, (b) withdraw any portion(s) of the Property from the lien and effect of this Declaration including, without limitation, any portions of the Property conveyed to the CDD in accordance with Article II, Section 8 below, (c) designate portion(s) of the Property or Additional Property to be or not to be Association Property hereunder, and/or (d) be for such other purposes as are provided in this Declaration. A Supplemental Declaration may also be used to impose additional covenants, restrictions, reservations, regulations, burdens, liens and easements upon the Property or any portion thereof and/or remove any of same. The Association shall join in the execution of any Supplemental Declaration at the request of Declarant but such joinder shall not be required to make any such Supplemental Declaration effective. The Owners shall not be required to join in the execution of any Supplemental Declaration but shall nevertheless be bound thereby.

Section 46. "TURNOVER DATE" shall mean the date upon which "Class A Members" (as defined in the Articles) shall assume control of the Association and elect a majority of the Board as more particularly provided in the Articles.

Section 47. "TWIN VILLA" shall mean and refer to a Home that is attached to another Home and therefore shares one or more common walls and a roof. Whenever the term "Twin Villa" is used in this Declaration, it shall also mean a Twin Villa Lot, as applicable.

Section 48. "TWIN VILLA ASSESSMENTS" shall mean those Assessments levied only against the Owners of the Twin Villas to fund Twin Villa Operating Expenses. Twin Villa Assessments payable by Twin Villa Owners are in addition to (and not in lieu of) the Assessments for Operating Expenses for which all Owners are liable to the Association.

Section 49. "TWIN VILLA LOT" shall mean a Lot upon which a Twin Villa has or is permitted to be constructed, together with the Improvements thereon, and any other portion of the Property within Marina Bay that is declared to be a Twin Villa Lot by a Supplemental Declaration, provided, however, that no portion of any Community System shall be deemed to be part of a Twin Villa Lot unless and until same is made such pursuant to the terms of this Declaration, if at all. Upon completion of construction of a Twin Villa on a Twin Villa Lot, such Twin Villa Lot and the Improvements thereon shall collectively be considered to be a Twin Villa for purposes of this Declaration and the Marina Bay Documents. Declarant reserves the right to modify the number and designation of Twin Villa Lots within or upon the Property in its sole and absolute discretion.

Section 50. "TWIN VILLA OPERATING EXPENSES" shall mean those Operating Expenses incurred by the Association attributable to and for the sole benefit of the Twin Villas and Twin Villa Lots, all as may be specifically authorized from time to time by the Board, and such other expenses as are deemed Twin Villa Operating Expenses as set forth in this Declaration. Twin Villa Operating Expenses are the obligation of and shall be payable only by the Owners of the Twin Villas and Twin Villa Lots.

Section 51. "TWIN VILLA SPECIAL ASSESSMENT" shall mean assessments levied against one or more Twin Villas in accordance with this Declaration representing their proportionate share of the costs incurred by the Association for any extraordinary expenses of the Association, including, but not limited to, amounts necessary to pay shortages in Twin Villa Operating Expenses, unbudgeted expenses and/or expenses in excess of those budgeted for with respect to the Twin Villa Operating Expenses. Twin Villa Owners shall be subject to both Special Assessments and Twin Villa Special Assessments. However, only Twin Villa Owners shall be obligated to pay Twin Villa Special Assessments. In addition, Twin Villa Special Assessments may be levied against particular Twin Villa Lots and/or Owners of Twin Villa Lots to the exclusion of others. Notwithstanding anything to the contrary herein contained, it is recognized and declared that Twin Villa Special Assessments shall be in addition to, and are not part of, any Twin Villa Assessments, Individual Lot Assessments and/or Special Assessments. Any Twin Villa Special Assessments assessed against Twin Villa Lots and the Owners thereof shall be paid by such Owners in addition to any other Assessments and shall be assessed in the same manner as the Twin Villa Assessment and Individual Lot Assessments. Twin Villa Special Assessments shall be paid in such installments or in a lump sum as the Board shall, from time to time, determine. Notwithstanding the foregoing, the levying of any Twin Villa Special Assessment after the Turnover Date shall require the affirmative consent of at least two-thirds (2/3) of those Members owning Twin Villa Lots and represented in person or by proxy at a meeting called and held in accordance with the Bylaws for all Twin Villa Special Assessments, except only any Twin Villa Special Assessment for repair, reconstruction or replacement of damaged or destroyed (and the preservation of or prevention of damage or destruction to) Improvements previously existing on the Twin Villa Lots which are the obligation of the Association to repair, reconstruct and/or replace, (b) capital improvements necessary or desirable for the sole purpose of preservation of, or prevention of damage to Improvements on the Association Property; which shall not require such affirmative consent of at least two-thirds (2/3) of all Members. Prior to the Turnover Date, a Declarant-controlled Board may make a Twin Villas Special Assessment without such vote of the Members. Twin Villa Special Assessments are not included in the guarantee set forth in Article VII, Section 6 of the Declaration.

Section 52. "WATER MANAGEMENT DISTRICT" shall mean and refer to the South Florida Water Management District, a regional water management district established in accordance with Florida law, and any successor, governmental agency, body or special district charged with the rights and responsibilities of the Water Management District and the Big Cypress Basin.

Section 53. "WATER MANAGEMENT DISTRICT PERMIT" shall mean that certain permit issued by the Water Management District affecting the Property, a copy of which is attached as Exhibit "D" hereto and made a part hereof, as same may be amended or modified from time to time, a copy of which is attached hereto as Exhibit "D" and made a part hereof.

ARTICLE II
DESCRIPTION OF MARINA BAY

Section 1. GENERAL PLAN OF DEVELOPMENT. Marina Bay comprises the Property encompassing, or which will encompass, Lots and Association Property, as more particularly defined by this Declaration and, in addition, lands which Declarant may add, but shall in no way be obligated to add, by one or more Supplemental Declaration(s). The Property initially declared hereunder is described in Exhibit "A" attached hereto. Declarant hereby reserves the right to modify its plan of development of Marina Bay (including, without limitation, the right to modify the site plan of Marina Bay and the right to supplement, change or reduce the recreational facilities, amenities and/or the number of homes and Home product types to be constructed within Marina Bay) and/or the right to add land to Marina Bay or to withdraw land from Marina Bay, all in Declarant's sole and absolute discretion. Therefore, in the event Declarant modifies its plan of development of Marina Bay, adds land to Marina Bay and/or withdraws land from Marina Bay, the number of Lots, the layout of Lots and/or the size of Lots within Marina Bay may change and the Assessments required to be paid pursuant to this Declaration may increase or decrease, as applicable. Declarant's general plan of development further contemplates that such Homes shall be whatever types of structures Declarant may choose which are in conformance with this Declaration. Declarant's general plan of development of Marina Bay may also include whatever facilities and amenities Declarant considers in its sole judgment to be appropriate to Marina Bay, as well as any changes thereto.

Additional Property will become a part of Marina Bay if, and only if, Declarant in its sole discretion adds Additional Property to Marina Bay by recording a Supplemental Declaration to such effect. Declarant hereby reserves an easement for ingress and egress and for utilities and drainage over, under and across the Property for the benefit of any Additional Property; provided, however, no such easement may be granted upon any portion of the Property that lies directly beneath a Home.

Declarant expressly reserves the right as to the Property to (i) commence construction and development of the Property if and when Declarant desires; (ii) develop the Property (including, without limitation, the recreational facilities and amenities) upon such timetable as Declarant, in its sole discretion, chooses; and (iii) modify the plan of development of the Property (including, without limitation, the right to modify the site plan and/or master plan of Marina Bay and the right to change the recreational facilities, amenities, the Home product types and the number of Homes to be constructed within Marina Bay) in such manner as Declarant, in its sole and absolute discretion, chooses. Nothing contained herein shall be construed as obligating Declarant to construct Marina Bay according to the present plan of development or as obligating Declarant to declare any Additional Property to be Property.

Section 2. ASSOCIATION PROPERTY. The Association Property shall consist of (a) the property indicated on the Plat and Additional Plat(s), if any, as Association Property or as property reserved for or dedicated to the Association, and (b) any other property designated as Association Property in this Declaration or any Supplemental Declaration. The Association Property shall be used for recreational and social purposes as well as other proper purposes by the Association and the Owners and their family members, guests, invitees and tenants in accordance with the Marina Bay Documents. Association Property may not be altered, modified, removed or replaced by Owners or their family members, guests, invitees or tenants. The portions of Marina Bay described in this Section 2 shall constitute Association Property and shall be used solely in accordance with the covenants, restrictions, reservations, regulations and burdens imposed upon the Association Property including, without limitation, the following:

(1) Recreation Tract. Marina Bay is planned to contain one (1) recreation area (the "Recreation Tract") as designated on the Plat or Additional Plat(s), if any. The Recreation Tract shall be part of the Association Property and shall be used for recreational purposes by the Association, and the Owners and their family members, guests, invitees and tenants. Such portions, if any, of the Recreation Tract upon which Declarant has constructed or hereafter constructs Improvements shall be kept and maintained for use in a manner consistent with the nature of such Improvements located or to be located thereon. The Recreation Tract shall always be kept and maintained by the Association for recreational uses or beautification and attendant uses (e.g., parking spaces within the Recreation Tract shall be used for proper purposes by those using the recreational facilities but only while using such facilities), and shall be used for such purposes and not for residential, commercial or industrial construction of any kind. The Recreation Tract shall be maintained, administered, operated and, ultimately, owned by the Association.

Declarant reserves the right, but shall not be obligated, to construct additional recreational facilities upon the Recreation Tract, and to modify or reduce the facilities and amenities planned for the Recreation Tract. Declarant, at its sole discretion, hereby expressly reserves the right to reduce and/or modify the planned facilities, and to determine the timing of construction of the recreational facilities and installation of amenities. The decision as to whether to construct additional recreational facilities or amenities, to modify the planned facilities or amenities, to reduce the planned facilities or amenities, and/or the timing of the construction thereof shall be in the sole discretion of Declarant. Notwithstanding anything contained herein, neither Declarant nor the Association makes any representations whatsoever to commence, complete or construct any of the recreational facilities within any specific time period.

(2) Lakes. The Lakes shall always be kept and maintained as lakes for water retention, drainage, irrigation, littoral plantings and water management purposes in compliance with all applicable governmental requirements, including, without limitation the Water Management District requirements. The Lakes shall be a part of the Association Property and shall be maintained, administered, operated and ultimately owned by the Association. In furtherance of the foregoing, Declarant hereby reserves and grants an easement in favor of the Association throughout all portions of Marina Bay as may be necessary for the purpose of accessing, maintaining and administering the Lakes, and no Owner shall do any act which may interfere with the performance by the Association of its obligations hereunder.

Water levels in the Lakes within the Property may rise and fall significantly due to, among other things, certain natural causes including, without limitation, rain, sun, and fluctuations in ground water elevations within the Property and areas surrounding the Property. Accordingly, neither Declarant nor the Association has any control over such water levels and/or ground water elevations. Each Owner, by acceptance of a deed or title to such Owner's Lot, hereby releases Declarant, the Association and the County from and against any and all losses, claims, demands, liabilities, damages, costs and expenses of whatever nature or kind (including, without limitation, Legal Fees), related to, arising out of and/or resulting from water levels in the Lakes regardless of the cause thereof.

DECLARANT AND THE ASSOCIATION SHALL NOT BE OBLIGATED TO PROVIDE SUPERVISORY PERSONNEL, INCLUDING, BUT NOT LIMITED TO, LIFEGUARDS, FOR THE RECREATION TRACT, THE LAKES, AND/OR ANY OTHER PORTIONS OF THE ASSOCIATION PROPERTY. ANY INDIVIDUAL USING THE RECREATION TRACT, THE LAKES, AND/OR ANY OTHER PORTIONS OF THE ASSOCIATION PROPERTY SHALL DO SO AT HIS OR HER OWN RISK AND HEREBY HOLDS DECLARANT AND THE ASSOCIATION HARMLESS FROM AND AGAINST ANY CLAIM OR LOSS (INCLUDING, WITHOUT LIMITATION, THOSE FROM PROPERTY DAMAGE, INJURY AND/OR DEATH) ARISING FROM SUCH USE.

EACH OWNER, BY THE ACCEPTANCE OF A DEED OR TITLE TO A LOT, ACKNOWLEDGES THAT THE LAKES ARE EXTREMELY DEEP AND ARE DANGEROUS. NEITHER DECLARANT, THE ASSOCIATION NOR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT 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 OR OTHER WATER BODY WITHIN OR AROUND MARINA BAY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY, OR CONTRACTED FOR, WITH AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. FURTHER, NONE OF THE LISTED PARTIES SHALL BE LIABLE OR RESPONSIBLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH OCCURRING IN, OR OTHERWISE RELATED TO, ANY WATER BODY, ALL PERSONS USING SAME DOING SO AT THEIR OWN RISK. ALL OWNERS AND USERS OF ANY PORTION OF MARINA BAY SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF A DEED OR TITLE TO OR USE OF SUCH PROPERTY, TO HAVE AGREED TO RELEASE AND HOLD HARMLESS THE LISTED PARTIES FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, DEMANDS, LIABILITIES, DAMAGES, COSTS AND EXPENSES OF WHATEVER NATURE OR KIND (INCLUDING, WITHOUT LIMITATION, LEGAL FEES), RELATED TO, ARISING OUT OF AND/OR RESULTING FROM ANY AND ALL OF THE FOREGOING IN THIS PARAGRAPH INCLUDING, WITHOUT LIMITATION, CHANGES IN THE SAFETY, QUALITY AND LEVEL OF THE WATER IN SUCH BODIES. ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME WILDLIFE MAY INHABIT OR ENTER INTO WATER BODIES WITHIN OR NEARBY MARINA BAY 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.

(3) Streets, Drives, Roads and/or Roadways. The "Streets," "Drives," "Roads" and/or "Roadways" are those portions of the Property designated on the Plat or Additional Plat(s), if any, as a street, driveway, road or roadway, and which are reserved for or dedicated to the Association, but specifically excluding any street or roadway dedicated to the public on the Plat or Additional Plat(s), if any. The Streets, Drives, Roads and/or Roadways shall be used as private roads by Declarant, the Association and the Owners, their family members, guests, invitees and tenants in accordance with the provisions of this Declaration, but subject to non-exclusive easements for public and private utilities, as provided on the Plat or Additional Plat(s), if any. The Streets, Drives, Roads and/or Roadways shall be maintained, administered, operated and ultimately owned by the Association. Notwithstanding anything to the contrary, each Owner shall be responsible for the maintenance, repair and replacement of the driveway serving such Owner's Lot, including that portion of the driveway in a Street, Drive, Road and/or Roadway, if any, unless the driveway was damaged by the Association in the fulfillment of its obligations and duties under this Declaration.

(4) Landscaped Areas or Grassed Areas. The "Landscaped Areas" and "Grassed Areas" are those portions of the Property designated on the Plat or Additional Plat(s), if any, as "OS" tracts or as open space, and are to be used, kept and maintained as such by Declarant, the Association, and the Owners within Marina Bay, their family members, guests, invitees and tenants, in accordance with the provisions of this Declaration. No Improvement, landscaping or other additions or deletions are permitted to be made or installed by any Owner in a Landscaped Area or Grassed Area. The Landscaped Areas and Grassed Areas shall be ultimately owned by the Association and shall be maintained, administered and operated by the Association in accordance with the requirements of this Declaration and the appropriate governmental agencies.

(5) Street Lights. The "Street Lights" and any associated facilities placed within the Property and any street lights and associated facilities placed within public rights of way by agreement between Declarant or Association and the public utility responsible therefor, are or shall be installed by Declarant, and, if installed, will be repaired, replaced, relocated, maintained and owned by the public utility responsible therefor, but the Association shall be responsible to pay all fees associated with such installation, repair, replacement, relocation and maintenance, and for the furnishing of electricity thereto, at a set rate pursuant to a street lighting agreement entered into or to be entered into with such public utility. Nothing in this Declaration shall be construed to require Declarant to install Street Lights within Marina Bay.

(6) Decorative Street Lights. Declarant reserves the right, but shall not be obligated, to install "Decorative Street Lights" in or near the entranceway and gatehouse to Marina Bay. The Decorative Street Lights, if installed by the Declarant, shall be repaired, replaced, relocated, maintained and owned by the Association. If installed, such Decorative Street Lights will not be typical of what may be installed in and around the Lots. Nothing in this

Declaration shall be construed to require Declarant or the Association to install Decorative Street Lights within Marina Bay.

(7) Gatehouse, Entranceway and Entry Gate. Marina Bay may include a gatehouse, entranceway and entry gate(s) installed by Declarant or the Association. Such gatehouse, entranceway and/or entry gate(s) shall be deemed Association Property and shall be administered, operated, maintained, repaired and/or replaced by the Association and the expense thereof shall be included as an Operating Expense. The gatehouse may or may not be staffed, as determined in the sole discretion of the Association. All other portions of the entranceway shall also be owned and maintained by the Association. Neither Declarant nor the Association makes any representations whatsoever as to the security of the Property or the effectiveness of any gatehouse and/or entry gate. All Owners agree to hold Declarant and the Association harmless from any loss or claim (including, without limitation, personal injury and/or death) arising within the Property from the occurrence of a crime or other act. The Owners acknowledge that the gatehouse and entry gate(s) are designed only to restrict vehicular access to Marina Bay and will not be able to prevent crime. Notwithstanding anything herein to the contrary, neither Declarant nor the Association makes any representations whatsoever to commence, complete, construct or staff any gatehouse or entry gate within any specific time period.

(8) Buffers. The "Buffers" are those portions of the Property, if any, which run along the outer perimeter of the Property, or adjacent to certain Streets, Drives, Roads and/or Roadways, and are designated on the Plat or Additional Plat(s), if any, as "BT" tracts, "Buffer Tracts" or as buffers. Buffers shall be maintained by the Association in accordance with the provisions of this Declaration and the requirements of the appropriate governmental authorities. In order to preserve the aesthetic image of Marina Bay and to help maximize the Owners' use and enjoyment thereof, except as expressly provided in the Marina Bay Documents, no Improvements (including, without limitation, landscaping, trees, fences, pools, spas patios, and decks) may be installed in the Buffers other additions and/or deletions are permitted within the Buffers without the prior written consent of the Association and appropriate governmental agencies, excepting any Improvements, landscaping or other additions made or installed by Declarant and/or the Association, such as, but not limited to, berms, landscaping, sod, signs, walkways, walls and light poles.

(9) Drainage System. Except as provided in the Association Documents and/or the permits issued by applicable governmental authorities, the Drainage System within Marina Bay is a private drainage system. The Association shall be responsible for all costs associated with all cleaning, maintenance, repair and replacement of any portion of the Drainage System necessary to maintain the system in its original condition and use. The County is not obligated to pay or reimburse the Association for any of the costs or expenses associated with the operation, maintenance, repair and/or replacement of the Drainage System.

As part of the Drainage System, Declarant has caused or will cause to be constructed within the geographic area shown on the Plat, drainage canals, lakes and/or drainage retention/detention ponds. The Drainage System is part of the overall drainage plan for Marina Bay. The Association shall have unobstructed ingress to and egress from all drainage retention/detention ponds and lakes at all reasonable times to operate and maintain said ponds, lakes and conservation

easements in a manner consistent with its responsibilities. No Owner shall cause or permit any interference with such access and maintenance. No Owner shall interfere with or modify the Drainage System in any way.

The Association shall operate and maintain the Drainage System for the Property as part of the Association Property, and comply with conditions of the Water Management District Permit for the Drainage System, including, without limitation, perpetual maintenance of all signage required by the Water Management District Permit. The Association shall, when requested by Declarant, accept transfer of the Water Management District Permit(s) applicable to the Property. The conditions of the Water Management District Permit includes, among other things, monitoring and record keeping schedules and maintenance, which the Association shall be responsible for.

The Association shall hold and save Water Management District and the Declarant harmless from any and all damages, claims, or liabilities which may arise by reason of the operation, maintenance or use of any facility authorized by the permit.

The Association shall at all times properly operate and maintain the systems of treatment and control (and related appurtenances) that are installed or used to achieve compliance with conditions of the Water Management District Permit, as required by Water Management District. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the Water Management District Permit and when required by Water Management District rules. The Association shall submit inspection reports in form and at the times required by Water Management District, in accordance with the permit issued by Water Management District.

In the event of the termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Drainage System must be transferred to and accepted by an entity which would comply with the Water Management District Rules, and be approved by Water Management District prior to such termination, dissolution or liquidation.

The District has the right to take enforcement action, including a civil action for an injunction and penalties, against the Association to compel it to correct any outstanding problems with the Drainage System facilities or in mitigation or conservation areas under the responsibility or control of the Association.

Certain portions of the Drainage System may serve the drainage needs of adjacent lands not owned by Declarant and not within the Property subject to this Declaration, including, without limitation, public rights-of-way adjacent to and/or serving Marina Bay. Declarant and the Association each reserve the right to grant such drainage and/or use easements and rights as Declarant may deem necessary or appropriate for accomplishing the drainage needs of the Property and/or lands owned by others provided that such agreements shall not unreasonably interfere with the use of the system by the Owners.

The Drainage System is designed to provide drainage for the Property. Neither the Association nor Declarant shall have any liability whatsoever to any Owner for claims or damages alleged by

an Owner due to water levels in the Lakes being below normal or otherwise unacceptable to the Owner. Aesthetic appearance of the Lakes is secondary to their intended drainage function, and during periods of prolonged drought or other unusual weather events water levels in the Lakes may recede, and neither the Association nor Declarant shall have any liability for such conditions.

(10) Irrigation System(s). The Irrigation System(s) serving the Association Property and any or all of the Lots within Marina Bay.

(11) Right to Add Additional Improvements. Such portions of the Association Property upon which Declarant has constructed, or Declarant or the Association hereafter constructs, Improvements shall be kept and maintained for use in a manner consistent with the nature of such Improvements located, or to be located, thereon. Declarant and the Association reserve the right, but shall not be obligated, to construct additional facilities upon the Association Property. Declarant's decision as to whether to construct additional facilities and the construction thereof shall be in the sole discretion of Declarant, and Association's decision as to whether to construct additional facilities and the construction thereof shall be in the sole discretion of the Association.

Section 3. LAKES AND LAKE LOTS. Notwithstanding anything contained herein to the contrary, and subject to the rights and obligations of the Arborwood CDD to maintain the Lakes as hereinafter described for water retention, drainage, irrigation and water management purposes for all of Marina Bay and the right of the Arborwood CDD to adopt rules from time to time with respect to the use of the Lakes for such purposes, the Lakes shall be reserved for the private use and enjoyment of all Owners, their family members, guests, invitees and tenants, but only in accordance with this Declaration.

Only "catch and release" fishing in the Lakes shall be permitted; however, notwithstanding anything contained herein to the contrary, an Owner shall only access the Lake which immediately abuts such Owner's Lot if the Owner's Lot is a Lake Lot (a "Lake Lot Owner"). If an Owner is not a Lake Lot Owner, or if a Lake Lot Owner wishes to access a different Lake or another area of the same Lake, access to the Lake shall be exclusively from the Lake abutting a Landscaped Area or Grassed Area (as those terms are defined herein) and such access shall be limited to the portion of the Lake abutting the Landscaped Area or Grassed Area. If no portion of the Lake abuts a Landscaped Area or Grassed Area, Owners other than Lake Lot Owners whose Lots abut the Lake shall not be permitted access to that Lake. In addition, no Owner shall be permitted access to or to fish from any portion of a Lake which immediately abuts a Lake Lot owned by another Owner.

Lake Lot Owners and their family members, guests, invitees and tenants shall be permitted, at their sole risk, to operate non-motorized and electric watercraft in the Lakes. No other persons shall be entitled to operate watercraft in the Lakes. Notwithstanding the foregoing, the launching into and removal from the Lakes of any permitted non-motorized or electric watercraft by a Lake Lot Owner shall be limited to such Lake Lot Owner's Lake Lot and the Lake Lot Owner shall only access the Lakes from the Lake which immediately abuts such Lake Lot Owner's Lake Lot. Watercraft shall be limited in size to eighteen feet (18') in length.

No planting, fencing or other Improvements or additions to the Landscaped Area or Grassed Area surrounding a Lake and outside the Lot or within a Lake tract is permitted by any Owner. Other than sod, no planting, fencing or other Improvements (including landscaping) or additions shall be permitted by Owner(s) within or along the Lakes. No installation of sand or other materials intended to simulate a beach shall be permitted within or along the Lakes or rear yards of Lake Lots; provided however, Declarant shall have the right, but not the obligation, to install sand along the Lakes and/or within the Lake tract that are adjacent to the Recreation Tract, and if Declarant installs such sand, it shall be the Association's obligation to maintain and replace same, and the expense thereof shall be included as an Operating Expense. Swimming and the operation of motorized watercraft, other than electrically operated watercraft, in the Lakes are prohibited. Watercraft and trailers shall not be stored in or on any Lake tract. Only watercraft which are permitted to be used within the Lakes of Marina Bay may be temporarily stored within the backyards of Lake Lots. In addition to the use of any Lake by any Lake Lot Owner, as described and permitted above, the Lake is for the use of the Association, the County, the Water Management District and any other governmental or quasi-governmental agency for access to the Lakes for maintenance of the Lakes and littoral plantings, if any, and other proper purposes. No alteration, relocation, removal or damage to littoral plantings, wetland plantings or upland plantings, if any, located in Lakes is permitted by any Owner. The Association shall also be responsible for the maintenance, repair and replacement of all littoral plantings, if any, in all Lakes. In no event shall any Owner cause erosion or change in grade of any Lake bank slopes from design grade.

Section 4. COSTS. All costs associated with operating, maintaining, repairing and replacing the Association Property shall be the obligation of the Association (except any portions thereof conveyed to the Arborwood CDD as provided in this Declaration). The Association Property shall be conveyed to the Association in accordance with the provisions of Article III, Section 6 hereof.

Section 5. PRIVATE USE. For the term of this Declaration, the Association Property (except as otherwise specifically provided in this Declaration) is not for the use and enjoyment of the public, but is expressly reserved for the private use and enjoyment of Declarant, the Association, and the Owners, and their family members, guests, invitees and tenants, but only in accordance with this Declaration.

A. Notwithstanding anything in this Declaration to the contrary, however, Declarant hereby expressly reserves for itself and its affiliates the right to use the Association Property (including, without limitation, all parking spaces within or adjacent to the Recreation Tract, if any) for such period of time as Declarant determines to be necessary in connection with the sale and marketing by Declarant and/or its affiliates of Homes in Marina Bay and in any other communities developed or to be developed by Declarant or its affiliates, including, but not limited to, the holding of sales and marketing meetings, the use of "model row(s)" if one or more, the use of design centers, the use of service and construction trailers, and engaging in sales promotions and related sales and marketing activities for the general public.

B. Except to the extent provided herein and elsewhere in the Marina Bay Documents, the Association Property shall be for the sole and exclusive use of the Owners and residents of Marina Bay and their family members, guests, invitees and tenants.

C. The administration, management, operation and maintenance of the Association Property shall be the responsibility of the Association, as provided herein and in the Marina Bay Documents.

D. The right to use the Association Property shall be subject to the Rules and Regulations.

Section 6. MODEL ROW. Declarant hereby reserves the right to construct and/or operate a "model row(s)" in Marina Bay. The "model row(s)" may contain models for Marina Bay or other communities being developed by Declarant or affiliate(s) of Declarant, as Declarant and/or any of Declarant's affiliates may so determine, in their sole discretion. The "model row(s)" may also contain parking, landscaping and fencing across Streets, Drives, Roads and/or Roadways as Declarant may determine in its sole discretion. In the event that Declarant and/or any of Declarant's affiliates constructs a "model row(s)" in Marina Bay, such "model row(s)" may be used for such period of time that Declarant and/or any of Declarant's affiliates determine to be necessary in its or their sole discretion including, without limitation, after the Turnover Date. Each Owner, by acceptance of a deed or title to a Lot in Marina Bay, acknowledges and agrees that: (i) Declarant and/or any of Declarant's affiliates have a right to construct and/or operate a "model row(s)" even after the Turnover Date; (ii) Declarant and/or any of Declarant's affiliates have an easement over Marina Bay for ingress and egress to and from the "model row(s)" and to use and show the models to prospective purchasers in Marina Bay or other communities being developed by Declarant and/or any of Declarant's affiliates, for so long as such "model row(s)" exists; and (iii) Owner shall not interfere in any manner whatsoever in the sales process by Declarant and/or any of Declarant's affiliates, including, without limitation, the carrying of signs, the posting of signs on Lots or Homes, or other types of demonstrations in or around Marina Bay or any public right-of-way adjacent to the Property. Each Owner acknowledges and agrees that any sales interference by Owner shall be deemed a nuisance and therefore detrimental to: (x) the quiet enjoyment of Marina Bay by the other Owners, (y) the value of the Homes within Marina Bay, and (z) the Declarant's and/or Declarant's affiliates' ability to conduct their business.

Section 7. COMMUNITY SYSTEMS. Declarant shall have the right, but not the obligation, to convey, transfer, sell or assign all or any portion of the Community Systems located within the Property, or all or any portion of the rights, duties or obligations with respect thereto to the Association or any other person or entity (including an Owner, as to any portion of a Community System located on/in such Owner's Lot). Without limiting the generality of this Section 7, if and when any of the aforesaid persons and/or entities receive such a conveyance, sale, transfer or assignment, such person and/or entity shall automatically be deemed vested with such rights of Declarant with regard thereto as are assigned by Declarant in connection therewith; provided, however, that if the Association is the applicable entity, then any Community Systems or portions thereof shall be deemed Association Property hereunder and the Association's rights, duties and obligations with respect thereto shall be the same as those applicable to other Association Property unless otherwise provided by Declarant. Any

conveyance, transfer, sale or assignment made by Declarant pursuant to this Section 7, (i) may be made with or without consideration, (ii) shall not require the consent or approval of the Association or any Owner, and (iii) if made to the Association, shall be deemed to have been automatically accepted (with all rights, duties, obligations and liabilities with respect thereto being deemed to have been automatically assumed). In recognition of the intended increased effectiveness and potentially reduced installation and maintenance costs and user fees arising from the connection of all Lots and Association Property to the applicable Community Systems, each Owner and occupant of a Home shall, by virtue of the acceptance of a deed or title to a Lot or other right of occupancy thereof, be deemed to have consented to and ratified any and all agreements to which the Association is a party which is based upon (in terms of pricing structure or otherwise) a requirement that all Lots be so connected. The foregoing shall not, however, prohibit the Association or Community Systems provider from making exceptions to any such 100% use requirement in its reasonable discretion. WITH RESPECT TO COMMUNITY SYSTEMS, ALL PERSONS ARE REFERRED TO ARTICLE VI, SECTION 6 AND ARTICLE XIV, SECTION 18 HEREOF, WHICH SHALL AT ALL TIMES APPLY TO THIS SECTION.

Section 8. COMMUNITY DEVELOPMENT DISTRICT. A COMMUNITY DEVELOPMENT DISTRICT KNOWN AS THE "ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT" HAS BEEN ESTABLISHED PURSUANT TO CHAPTER 190 OF THE FLORIDA STATUTES. EACH OWNER ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT MARINA BAY, AS WELL AS OTHER PROPERTIES, ARE LOCATED WITHIN THE ARBORWOOD CDD. A community development district or CDD is a local unit of special-purpose government organized and existing under the laws of the State of Florida. The primary purpose of a CDD is to finance, construct and maintain some or all of the public infrastructure (including water system, sewer system, drainage system, and roadway system) within and/or outside the jurisdiction of the CDD as permitted in the CDD governing documents. The Arborwood CDD will have the authority to levy and collect fees, rates, charges, taxes and assessments to pay for, finance and provide all or some of said services. The Arborwood CDD is empowered to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems, facilities and basic infrastructures both within and outside its boundaries, as necessary or desirable to serve the property within its boundaries. Such systems, facilities and basic infrastructures may include, without limitation: (1) water management and control lands within the Arborwood CDD and the connection of some or any of such facilities with roads and bridges; (2) roads and bridges; (3) potable water distribution; (4) sewage collection; (5) conservation areas; and (6) waste water management.

THE ARBORWOOD CDD, AS A SPECIAL TAXING DISTRICT,WILL IMPOSE TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THE PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES OF THE ARBORWOOD CDD AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE ARBORWOOD CDD. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW, AND ARE IN ADDITION TO THE ASSESSMENTS LEVIED BY THE ASSOCIATION PURSUANT TO THIS DECLARATION. These fees, rates, charges, taxes and assessments will

appear on the annual real estate bill for each Owner as a separate and distinct tax. The annual real estate tax bill for each Owner will increase as a result. All taxes and assessments of the Arborwood CDD shall constitute a lien upon those portions of the Property owned by any Owner. The Arborwood CDD shall have the power to issue general obligation bonds, revenue bonds, refunding bonds and any other type of bond permitted by Chapter 190, Florida Statutes to finance infrastructure, systems and facilities. The repayment of the bonds shall be funded through the imposition of ad valorem taxes on all the taxable property within the Arborwood CDD or by the imposition of rates, fees, taxes, assessments, or other charges as permitted by Chapter 190, Florida Statutes. The Arborwood CDD is empowered to pledge the full faith and credit of the Arborwood CDD for the purpose of securing the repayment of the bonds, may secure revenue bonds by pledging the rates, fees or charges collected or to be collected by any revenue-producing project and may levy assessments to pay its annual administrative, operating and maintenance expenses. Bonds may be issued for the purpose of financing or refinancing capital improvements to pay off existing bonds or any other permitted use. Any such tax levied against the Association as the owner of any portions of the Association Property shall be an Operating Expense of the Association. The functions, duties and powers of the Arborwood CDD shall be managed and exercised by a board of supervisors. The board of supervisors of the Arborwood CDD shall be elected as provided in Chapter 190, Florida Statutes.

By acceptance of a deed or title to a Lot, the Owner of such Lot agrees, for itself, its successors or assigns and grantees, to pay any and all fees, rates, charges, taxes and assessments imposed by the Arborwood CDD and to abide by its applicable regulations, as they may be amended from time to time. Declarant shall have the right to enforce these provisions by an action for specific performance and Declarant shall be indemnified and held harmless by such Owners for all legal fees incurred by Declarant in doing so.

Notwithstanding anything to the contrary in this Declaration, Declarant hereby reserves and shall have the right, in its sole discretion and without the joinder or consent of any other person or entity, to cause portions of the Association Property to be conveyed to the Arborwood CDD in which event such portions of the Association Property conveyed to the Arborwood CDD shall thereafter be the ongoing maintenance obligation of the Arborwood CDD. In such event, the Association shall join in and consent to any such conveyance to the Arborwood CDD.

Notwithstanding the foregoing, the entity responsible for the maintenance at any given time, whether it is the Association and/or the Arborwood CDD, such entity shall be responsible for: (i) the maintenance of the Lakes which are to be kept and maintained as lakes and for stormwater management and drainage purposes, respectively, for water retention, drainage, irrigation, littoral plantings and water management purposes in compliance with the Water Management District Permit and all other applicable governmental and Water Management District requirements; and (ii) maintaining the Conservation Areas in accordance with the Conservation Easement, the Water Management District Permit, this Declaration, the Plat and/or Additional Plat, if any, and all requirements of the applicable governmental authorities having jurisdiction thereof. In furtherance of the foregoing, in the event any such Association Property is conveyed to the Arborwood CDD, then Declarant hereby reserves and grants an easement in favor of the Arborwood CDD over the roadways and Lake Maintenance Access Easements in Marina Bay as may be necessary for the purpose of accessing, maintaining

and administering the Lakes and Conservation Areas, as applicable, and no Owner shall do any act which may interfere with the performance by the Arborwood CDD of its obligations hereunder. Notwithstanding any transfers made by the Association to the Arborwood CDD as provided herein, the Association shall at all times be responsible for cleaning, maintaining, repairing and replacing those portions of the Drainage System located on the Association Property not conveyed to the Arborwood CDD, including but not limited to, the infrastructure, pipes and swales as necessary to maintain the system in its original condition and use.

Section 9. LAKES. Water levels in the Lakes within and adjacent to the Property may rise and fall significantly due to, among other things, certain natural causes including, without limitation, rain, sun and fluctuations in ground water elevations within the surrounding areas of the Property. Accordingly, neither Declarant, the Association nor the Arborwood CDD have any control over such water levels and/or ground water elevations. Each Owner, by acceptance of a deed or title to a Lot, hereby releases the Declarant, the Association and the Arborwood CDD from and against any and all losses, claims, demands, liabilities, damages, costs and expenses of whatever nature or kind (including, without limitation, Legal Fees), relating to, arising out of and/or resulting from water levels in the Lakes regardless of the cause thereof.

DECLARANT AND THE ASSOCIATION SHALL NOT BE OBLIGATED TO PROVIDE SUPERVISORY PERSONNEL, INCLUDING, BUT NOT LIMITED TO, LIFEGUARDS, FOR THE RECREATION TRACT, THE LAKES AND/OR ANY PORTIONS OF THE ASSOCIATION PROPERTY. THE ARBORWOOD CDD SHALL NOT BE OBLIGATED TO PROVIDE SUPERVISORY PERSONNEL, INCLUDING, BUT NOT LIMITED TO, LIFEGUARDS, FOR THE LAKES. ANY INDIVIDUAL USING THE RECREATION TRACT, THE LAKES AND/OR ANY PORTIONS OF THE ASSOCIATION PROPERTY SHALL DO SO AT HIS OR HER OWN RISK AND HEREBY HOLDS DECLARANT, THE ASSOCIATION AND THE ARBORWOOD CDD HARMLESS FROM AND AGAINST ANY CLAIM OR LOSS (INCLUDING, WITHOUT LIMITATION, THOSE FROM PROPERTY DAMAGE, INJURY AND/OR DEATH) ARISING FROM SUCH USE.

EACH OWNER, BY THE ACCEPTANCE OF A DEED AND/OR TITLE TO A LOT, ACKNOWLEDGES THAT THE LAKES ARE EXTREMELY DEEP AND DANGEROUS. NEITHER DECLARANT, THE ASSOCIATION, THE ARBORWOOD CDD NOR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT 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 OR OTHER WATER BODY WITHIN OR AROUND MARINA BAY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY, OR CONTRACTED FOR WITH, AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. 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, ALL PERSONS USING SAME DOING SO AT THEIR OWN RISK. ALL OWNERS AND USERS OF ANY PORTION OF MARINA BAY SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF A DEED OR TITLE TO, OR USE OF SUCH PROPERTY, TO HAVE AGREED TO RELEASE THE LISTED

PARTIES FROM ALL CLAIMS FOR ANY AND ALL CHANGES IN THE SAFETY, QUALITY AND LEVEL OF THE WATER IN SUCH BODIES, INCLUDING ANY STORM OR HURRICANE RELATED DAMAGE WHICH IS A RESULT OF WAVE ACTION ASSOCIATIONED WITH ANY WATER BODY. ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME WILDLIFE MAY INHABIT OR ENTER INTO WATER BODIES WITHIN OR NEARBY MARINA BAY 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.

Section 10. CONSERVATION AREAS. The "Conservation Areas" are those portions of the Property located within open space tracts and designated on the Plat and/or Additional Plat, if any, as "Conservation Areas". The Conservation Areas are to be maintained by the Association (or the Arborwood CDD if transferred to the Arborwood CDD in accordance with this Declaration) in accordance with: (a) the Conservation Easement, (b) the Water Management District Permit, (c) this Declaration, (d) the Plat and/or Additional Plat, if any, and (e) all requirements of the applicable governmental agencies having jurisdiction thereof. In that regard, the Conservation Areas shall not, in any way, be altered from their natural state except as provided for by the Conservation Easement and Water Management District Permit. Activities prohibited within the Conservation Areas (other than clearing and construction for drainage facilities) include, but are not limited to, construction or placing of buildings on or above the ground; dumping or placing other substances such as trash; removal or destruction of trees, shrubs, or other vegetation (other than exotic/nuisance vegetation removal); excavation, dredging or removal of soil material; diking or fencing; any other activities detrimental to drainage, flood control, water conservation, erosion control or fish and wildlife habitat conservation or preservation.

Section 11. FLOW WAY. That certain Flow Way located along the southern portions of Marina Bay has been conveyed to the Arborwood CDD and is therefore the maintenance and repair responsibilities of the Arborwood CDD. Accordingly, the Flow Way is not part of and is hereby expressly excluded from the Property and Association Property. The Association has no rights or obligations with respect to the Flow Way; therefore, neither Declarant nor the Association shall have any control over the appearance or affect the Flow Way may have on Marina Bay. There is, however, a Conservation Area owned by the Association located in the Flow Way that is the responsibility of the Association and all fees and costs associated with such Conservation Area (like all other Conservation Areas) shall be an Operating Expense of the Association and assessed against the Owners.

ARTICLE III
ADDITIONS TO AND WITHDRAWALS FROM THE PROPERTY; CONVEYANCE OF ASSOCIATION PROPERTY

Section 1. ADDITIONS. Declarant may from time to time, in its sole discretion, by recording appropriate Supplemental Declaration(s) in the Public Records of the County, add any Additional Property or any other real property to the Property governed by this Declaration, and may declare all or part of such Additional Property or other property (including any Improvements thereon) to be Lots or Association Property. Upon the recording of a Supplemental Declaration, the property described therein shall be deemed part of the Property as

if it were originally included therein and subject to this Declaration. Any such Supplemental Declaration may submit any Additional Property or any other real property to such modifications of the covenants, restrictions, reservations, regulations, burdens, liens and/or easements contained in this Declaration as may be necessary or convenient to reflect or adapt to any changes in circumstances or differences in the character of any such Additional Property or other property. Nothing contained in this Section 1 shall be construed to require the joinder by or consent of the Owners or the Association to any such Supplemental Declaration; provided, however, the Association shall join in the execution of any such Supplemental Declaration at the request of Declarant. In addition, nothing herein shall require Declarant to add any Additional Property.

Section 2. DESIGNATION OF ADDITIONAL ASSOCIATION PROPERTY. The Declarant may, from time to time, by recording Supplemental Declarations in the County, designate additional portions of the then existing Property owned by it to be Association Property.

Section 3. DISCLAIMER OF IMPLICATION. Only the real property described in Exhibit "A" hereto is submitted and declared as the Property subject to this Declaration. Unless and until a Supplemental Declaration is recorded in the fashion required pursuant to this Declaration, no other property (including any Additional Property) shall in any way be deemed to constitute a portion of the Property or be affected by the covenants, restrictions, rules, regulations, burdens, liens and easements expressly binding the Property as provided by the terms of this Declaration.

Section 4. ABSENCE OF OBLIGATION. Nothing in this Declaration shall be construed to require the Declarant to add any Additional Property to the Property encumbered by this Declaration or to require Declarant to declare any portion of any properties added to the Property to be Association Property, nor shall anything in this Declaration be construed to require the Declarant to declare any portion or portions of the existing Property as Association Property, except to the extent herein specifically provided.

Section 5. WITHDRAWAL. Notwithstanding anything herein to the contrary, Declarant reserves the absolute right at any time to withdraw portions of the Property from the provisions of this Declaration by recording an appropriate Supplemental Declaration in the County. Any such Supplemental Declaration must be executed by the Declarant, the Owner of each Lot located on the Property sought to be withdrawn (if any) and each holder of an Institutional Mortgage on a Lot located on the Property sought to be withdrawn (if any), in order to be effective. Nothing contained in this Section shall be construed to require the joinder by or consent of the Owners of Lots on the portion of the Property which is not withdrawn by such Supplemental Declaration, such Owners' Institutional Mortgagees holding mortgages on Lots on the portion of the Property which is not withdrawn by such Supplemental Declaration, or the Association.

Section 6. TITLE TO THE ASSOCIATION PROPERTY. To the extent herein provided, the Association Property is hereby dedicated to the joint and several use in common of the Owners of all Lots that may, from time to time, constitute part of the Property. Except as otherwise required by applicable law, when deeds and/or title to all Lots subject to the provisions of this

Declaration have been conveyed to non-Declarant purchasers (or earlier at Declarant's option, exercisable from time to time, as to any portions of the Association Property), the Declarant or its successors and assigns shall convey and transfer to the Association, by quitclaim deed, the fee simple title to the Association Property free and clear of any mortgages and the Association shall accept such conveyance, holding title for the Owners as aforesaid. Such conveyance shall be subject to: (i) all real estate taxes and assessments due with respect to the Association Property from and after the date of recording of this Declaration; (ii) all laws, ordinances, regulations, restrictions, prohibitions and other requirements imposed by governmental authorities, including, without limitation, all building, zoning, land use and environmental laws, ordinances, codes and regulations; (iii) matters which would be disclosed by an accurate survey of the Association Property; (iv) easements, covenants, conditions, restrictions, reservations, limitations and other matters of record; and (v) the terms and provisions of this Declaration, as the same may have been modified, amended and/or supplemented from time to time.

At the time of conveyance of the Association Property or any portion thereof, the Association shall be required to accept the Association Property, together with the personal property and Improvements appurtenant thereto, if any. The Association shall accept the conveyance of the Association Property (together with the personal property and Improvements appurtenant thereto) and shall pay all costs of such conveyance including documentary stamps and other taxes of conveyance, recording charges, title insurance expenses and insurance fees. The conveyance shall not, however, impair in any way Declarant's rights and easements as set forth in this Declaration. The Association shall also accept the Association Property and the personal property and Improvements appurtenant thereto in "AS IS" "WHERE IS" condition, with all faults, and without any representation or warranty, expressed or implied, in fact or by law, as to the condition or fitness of the Association Property or any portion thereof, and the personal property and Improvements appurtenant thereto being conveyed. IN THAT REGARD, TO THE FULL EXTENT PERMITTED BY LAW (INCLUDING, WITHOUT LIMITATION SECTION 553.835, FLORIDA STATUTES), THE ASSOCIATION AND EACH OWNER KNOWINGLY AND VOLUNTARILY RELINQUISHES AND WAIVES, AND DECLARANT EXPRESSLY DISCLAIMS, ANY AND ALL WARRANTIES (EXPRESS OR IMPLIED) AS TO THE HOMES, ASSOCIATION PROPERTY, PERSONAL PROPERTY AND OTHER IMPROVEMENTS ON OR UNDER THE PROPERTY WHETHER ARISING FROM CUSTOM, USAGE OR TRADE, COURSE OF CONDUCT, COURSE OF DEALING, CASE LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF HABITABILITY, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS FOR ANY INTENDED OR PARTICULAR PURPOSE.

TO THE EXTENT THAT BY LAW OR OTHERWISE ANY OF THE WARRANTIES RELINQUISHED, WAIVED OR DISCLAIMED CANNOT BE RELINQUISHED, WAIVED OR DISCLAIMED, IN WHOLE OR IN PART, ALL SECONDARY, INCIDENTAL AND CONSEQUENTIAL DAMAGES ARE SPECIFICALLY EXCLUDED AND DISCLAIMED (INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM CLAIMS OF PROPERTY DAMAGE, LOSS OF USE, PERSONAL INJURY OR EMOTIONAL DISTRESS).

Without limitation, the Association shall accept all Streets, Drives, Roads, Roadways, bridges and sidewalks, including, without limitation, all gutters, curbs and paver bricks located within and adjacent to the Streets, Drives, Road, Roadways, and sidewalks, all as installed by Declarant, provided such Streets, Drives, Roads, Roadways, bridges, sidewalks, gutters, curbs and paver bricks perform their intended purposes. The Association and all Owners hereby further acknowledge and agree that cracks, lifting, settlement, expansion, erosion and differential displacement in the Streets, Drives, Roads, Roadways, bridges, sidewalks, gutters, curbs and paver bricks, as well as the ponding or collection of water following periods of rain thereon, are normal and shall not be considered to be defects or deficiencies of any kind whatsoever. Acceptance of same by the applicable governmental authorities having jurisdiction thereover shall be conclusive evidence that all such Streets, Drives, Roads, Roadways, bridges, sidewalks, gutters, curbs and paver bricks are performing their intended purposes and not defectively designed or constructed.

The Association and each Owner acknowledges and agrees that Declarant has or will install trees, shrubs, plants and other landscaping in Marina Bay consistent with a landscape plan that meets or exceeds the requirements of the County Land Development Code ("LDC") and that such trees, shrubs, plants and other landscaping will mature, expand, decay and/or die from time to time. In addition, the Owners and the Association acknowledge and agree that the roots from such trees, shrubs, plants and other landscaping will grow and expand over time (collectively, "Root Intrusion") including, without limitation, to locations under sidewalks, driveways, walking paths, bike paths, tennis courts, Streets, Drives, Roads, Roadways, bridges, sidewalks, gutters, curbs and paver bricks and other improvements located on the Property. Such growth, expansion, intrusion, decay and death are natural and expected conditions and occurrences, and Declarant shall not have any liability or responsibility for damages (including, without limitation, personal injury and/or death), repair and/or replacement arising out of and/or resulting from the following (collectively, the "Landscaping Inherent Conditions"): (i) Root Intrusion, (ii) the maintenance and prevention of Root Intrusion or the lack of such maintenance and prevention, (iii) cracks, lifting, settlement, expansion, erosion and/or differential displacement in sidewalks, driveways, walking paths, bike paths, tennis courts, Streets, Drives, Roads, Roadways, bridges, sidewalks, gutters, curbs and paver bricks and other improvements located on the Property, and/or (iv) decay or death of trees, shrubs, plants and other landscaping regardless of the reasons therefor so long as all of the remaining trees, shrubs, plants and other landscaping, when looked at as a whole, meet or exceed the minimum requirements of the LDC. Accordingly, neither the Association nor any Owner shall have any claim whatsoever against Declarant as a result of the foregoing, and the Association and each Owner (past, present or future) hereby releases and agrees to hold harmless and indemnify Declarant and Declarant's partners, and each of their respective affiliates, shareholders, directors, officers, employees, successor and assigns, from and against any and all any and all claims, damages (including, but not limited to, property damage, personal injury and/or death), liabilities, fines, liens, encumbrances, penalties, losses, and expenses (including, but not limited to, attorneys' fees and costs at all trial and appellate level proceedings and whether or not a lawsuit is commenced), arising out of or in any way resulting from or in any way connected with, resulting from and/or arising out of any of the Landscaping Inherent Conditions.

Commencing upon the date this Declaration is recorded, and notwithstanding that title thereto has not yet been conveyed to the Association, the Association shall be responsible for the maintenance of the Association Property in a continuous and satisfactory manner without cost to the general taxpayers of the County. The Association shall be responsible for the payment of real estate taxes, if any, against the Association Property including taxes on any Improvements and any personal property thereon, accruing from and after the date this Declaration is recorded.

The Owners (including Declarant as to Lots owned by it) shall have no personal liability for any damages: (i) for which the Association is legally liable, or (ii) arising out of, relating to, or in connection with the existence or use of any Association Property or any other property required to be maintained by the Association.

Subject to the foregoing, the Declarant may mortgage any or all portions of the Association Property to finance construction and development expenses provided that the mortgagee recognizes the rights of Owners under this Declaration and neither the Association nor any Owner is personally liable for paying the mortgage. In such event, neither the Association nor the Owners shall be required to join in or be entitled to consent to such mortgage. The Association Property shall be released from any such mortgage no later than the date same is conveyed to the Association.

Section 7. PARKING RIGHTS. The Association may maintain upon the Association Property parking spaces for Owners, their family members, guests, occupants, tenants, visitors and invitees. The use of such parking spaces shall be subject to the Rules and Regulations.

ARTICLE IV
OWNERS' PROPERTY RIGHTS

Section 1. OWNERS' EASEMENTS OF ENJOYMENT. Every Owner and family member, guest, tenant, agent or invitee of an Owner shall, except as may otherwise be provided in this Declaration, have a permanent and perpetual, nonexclusive easement for ingress and egress over, enjoyment in, and use of Association Property within the Property (except as may otherwise be specifically provided elsewhere in this Declaration), in common with all other Owners, their family members, guests, tenants, agents and invitees, which easement shall be appurtenant to, and shall pass with a deed and/or title to, each Owner's Lot. This right shall be subject to the following conditions and limitations:

A. The right and duty of the Association to reasonably limit the number of guests, visitors, invitees or tenants of an Owner using the Association Property.

B. The right and duty of the Association to levy Assessments against each Lot for the purpose of operating, maintaining, repairing and replacing the Association Property and Improvements thereon in compliance with the provisions of this Declaration and the restrictions on portions of the Property from time to time recorded by the Declarant.

C. The right of the Association to establish, amend and/or abolish from time to time, uniform rules and regulations pertaining to the use of the Association Property including, without limitation, the Rules and Regulations.

D. The right of the Association to establish, amend and/or abolish from time to time, uniform rules and regulations pertaining to the Lots including, without limitation, the Rules and Regulations, for the purposes of enhancing the aesthetic uniformity of the Property.

E. The right of the Association in accordance with its Articles, Bylaws, and this Declaration, with the vote or written consent of two-thirds (2/3) of the total voting interests, except as provided to the contrary in this Declaration, to borrow money for the purpose of improving the Association Property and Improvements thereon, and, in aid thereof, to mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, provided that the rights of such mortgagee shall be subordinated to the use rights of the Owners in the Association Property. Notwithstanding the foregoing, such two-thirds (2/3) vote or written consent of total voting interests shall not be required for such Improvements made for the sole purpose of preservation of, or prevention of damage to Association Property.

F. The right of the Association to dedicate, release, alienate, or transfer all or any part of the Association Property owned by the Association to any public agency, authority, or utility; and to grant any covenant, restriction or reservation against the Association Property in favor of any such public agency, authority, or utility; provided, however, no such dedication, release, alienation, or transfer shall be effective unless Members entitled to cast two-thirds (2/3) of the total voting interests agree to such dedication, release, alienation or transfer.

G. The right of the Association, without any vote of the Owners, to grant easements and rights-of-way where necessary or desirable, for utilities, water and sewer facilities, cable television, and other services over the Association Property to serve the Association Property and other portions of the Property without vote of the Owners.

H. The right of Declarant, Declarant's affiliates, and each of their respective officers, directors, partners, employees, agents, licensees, and invitees to the nonexclusive use of the Association Property and the Improvements thereon, without charge, for sales, marketing, display, access, ingress, egress, construction, and exhibit purposes, and to grant (without consent of the Association and/or vote of the Owners) easements and rights-of-way as provided in this Declaration.

I. The right of the Association, by action of the Board, to reconstruct, replace, or refinish any Improvement or portion thereof upon the Association Property, in accordance with the original design, finish, or standard of construction of such Improvement.

J. The right of the Association to replace destroyed trees or other vegetation and plant trees, shrubs, and ground cover upon any portion of the Association Property, except as may be prohibited under the Water Management District Permit and/or the Conservation Easement.

K. The right, however not the duty, of the Association by action of the Board to seek the vacation of publicly dedicated streets, if any, upon the Property.

L. The right, however not the duty, of the Association, following a tropical storm, hurricane or other Act of God, to upright and/or remove any fallen or dislodged trees on: (1) any Lot, and/or (ii) any grassed areas located between the front and/or side of such Owner's Lot and the Street; all as more particularly set forth in Article IX below.

M. The easements provided elsewhere in this Declaration, designated on the Plat, or on the Additional Plat(s), if any, including, but not limited to, those set forth in this Article IV.

N. The right of the Association to provide for the maintenance, preservation and architectural control of Lots, Improvements and other properties as set forth in this Declaration.

O. The right of the Association and Declarant and their respective employees, agents, licensees, and invitees to come upon the Property (including, without limitation, Association Property as well as a Lot even after the same has been conveyed to an Owner) as may be necessary or convenient for the Association and/or the Declarant to carry on their respective duties, obligations, responsibilities under, and all other work referred to in, this Declaration (including, without limitation, Declarant's development and construction of Marina Bay and Homes therein).

P. The right of the Association to suspend the rights of Owners and their tenants, guests and invitees to use the Association Property (except for legal access) and common facilities when such Owners are more than ninety (90) days delinquent in the payment of any monetary obligation due to the Association. The Association shall also have the right to levy fines and impose suspensions against Owners or any tenants, guests or invitees for violations of the Marina Bay Documents, including, but not limited to, the Association's Rules and Regulations.

Q. The right of the Association to suspend voting rights of Owners that are more than ninety (90) days delinquent in the payment of any monetary obligation due to the Association.

R. In the event any portion(s) of the Association Property are conveyed to the Arborwood CDD, the right of the Arborwood CDD and its respective employees, agents, licensees and invitees to come upon the Property, as may be necessary for the Arborwood CDD to maintain and replace the systems and facilities within its jurisdiction and located on the Property, including, without limitation, the Lakes and Conservation Areas.

Section 2. DELEGATION OF USE. Any Owner may delegate, in accordance with the Bylaws, such Owner's right of enjoyment to the Association Property to the members of such Owner's family, or to the tenants who reside in such Owner's Home, subject to this Declaration, all of the Rules and Regulations, and subject further to reasonable regulation by the Board.

Section 3. RECOGNITION OF EASEMENTS. Each Owner, by acceptance of a deed or other instrument of conveyance, recognizes and consents to the easements reserved and/or granted with respect to the Property under this Declaration.

Section 4. EASEMENTS FOR VEHICULAR TRAFFIC. In addition to the general easements for use of the Association Property reserved herein, there shall be, and Declarant hereby reserves, grants, and covenants for itself and all future Owners, their family members, guests, invitees and tenants, Institutional Mortgagees of the Property (or portions thereof), and to the Association, that all of the foregoing shall have a perpetual nonexclusive easement for vehicular traffic over (i) all streets within or upon the Property dedicated to the public use, if any (as well as alcoves, cul de sacs, and other private, paved areas abutting or serving the same), and (ii) any private Streets, Drives, Roads and/or Roadways within or upon the Property.

Section 5. ACCESS EASEMENT. Declarant hereby reserves perpetual, nonexclusive easements of ingress and egress over and across: (i) any and all streets within or upon the Property dedicated to the public use, if any (as well as alcoves, cul de sacs, and other private, paved areas abutting or serving the same), (ii) any private Streets, Drives, Roads and/or Roadways and driveways within or upon the Property, and (iii) all other portions of the Property, any of the foregoing of which are necessary or convenient for enabling Declarant to carry on and complete the work and/or exercise its rights referred to in this Declaration. All of the foregoing easements shall be for the use of Declarant, Declarant's employees, contractors and agents, Declarant's successors and assigns, Owners, and the respective tenants, employees, agents, invitees, and licensees of Declarant and Owners.

Section 6. GRANT AND RESERVATION OF EASEMENTS. Declarant hereby reserves and grants the following perpetual, nonexclusive easements over and across the Property as covenants running with the Property for the benefit of the Owners, the Association, and Declarant as hereinafter specified for the following purposes:

A. Utility and Services Easements. All of the Property shall be subject to an easement or easements to provide for: (i) installation, service, repair and maintenance of the equipment required to provide utility services other than Community Systems to the Association Property and the Lots, including, but not limited to, power, lights, telephone, gas, water, sewer, irrigation and drainage, and (ii) governmental services, including, but not limited to, police, fire, mail, health, sanitation, emergency services and other public service personnel, including reasonable rights of access for persons and equipment necessary for such purposes for the benefit of the appropriate utility companies, agencies, franchises or governmental agencies.

B. Easement for Encroachment. All of the Property shall be subject to an easement or easements for encroachment in favor of each Owner in the event any portion of such Owner's Home or appurtenant Improvements installed by Declarant such as stucco, a fence or underground footer now or hereafter encroaches upon any of the Lots as a result of minor inaccuracies in survey or construction, by design, or due to settlement or movement. Such encroaching Improvements installed by Declarant shall remain undisturbed for so long as the encroachment exists. Any easement for encroachment shall include an easement for the

maintenance and use of the encroaching Improvements in favor of the Owner thereof or such Owner's designees.

C. Intentionally Deleted.

D. Easement to Enter Upon Lots. An easement or easements for ingress and egress in favor of the Association, including the Board or the designee of the Board, to enter upon the Lots for the purposes of fulfilling its duties and responsibilities of ownership, maintenance and/or repair in accordance with the Marina Bay Documents, including, by way of example, the making of such repairs, maintenance or reconstruction as are necessary for the Association Property and to maintain any Lot in the event the Owner thereof fails to do so.

E. Easement Over Association Property. An easement of enjoyment in favor of all Owners, their family members, guests, invitees and tenants in and to the Association Property which shall be appurtenant to and shall pass with a deed or title to every Lot in the Property, subject to the following:

(1) the right of the Association to suspend the right to use the Association Property of any Owner and such Owner's family members, guests, invitees and tenants in accordance with the Association Documents and law;

(2) the right of the Association to grant permits, licenses and easements over the Association Property for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the Property; and

(3) all provisions set forth in the Marina Bay Documents.

F. Drainage and Drainage System Easement. An easement for drainage and flowage over, under and upon the Property, including each of the Lots, in favor of the Association and the Water Management District including, but not limited to, reasonable rights of access for persons and equipment to construct, install, operate maintain, alter, inspect, remove, relocate, repair and/or replace the Drainage System and/or flowage system including, without limitation, the swales, drainage pipes, and related equipment. Notwithstanding the foregoing, in the event of any damage caused by Owner to the Drainage System or any portions thereof (including, without limitation, any portions of the Drainage System located upon such Owner's Lot), the cost of the repairs and/or replacements resulting from such damage shall be paid by such Owner. No Owner shall install any plantings, landscaping, levees and/or other Improvements whatsoever in, on, over or across any drainage easement. By this easement, the Association shall have the right to enter upon any portion of any Lot to operate, maintain and repair the Drainage System as required by the Water Management District.

G. Irrigation and Irrigation System Easement. An easement for irrigation over, under and upon the Property, including each of the Lots, in favor of the Association including, but not limited to, reasonable rights of access for persons and equipment to construct, install, maintain, alter, inspect, remove, relocate, repair and/or replace the Irrigation System including, without limitation, all irrigation pipes, pumps and related equipment. Notwithstanding

the foregoing, in the event of any damage caused by Owner to the Irrigation System or any portions thereof (including, without limitation, any portions of the Irrigation System located upon such Owner's Lot), the cost of the repairs and/or replacements resulting from such damage shall be paid by such Owner.

H. Drainage System and Irrigation Encroachment Easement. An easement for encroachment over, under and upon the drainage easements and irrigation easements located within the Lots, if any, in favor of: (i) the Owner of the Lot upon which the drainage easement and irrigation easement, as applicable, are located for the existence of any driveway and/or sidewalk or irrigation system or part thereof, encroaching over, under and upon such drainage easement and/or irrigation easement, as applicable, and (ii) the Association for reasonable rights of access for persons and equipment to construct, install, maintain, alter, inspect, remove, relocate and repair any driveway and/or sidewalk, or irrigation system or part thereof installed or located over, under and upon such drainage easement and/or irrigation easement, as applicable, and (iii) the Water Management District for access for persons and equipment for proper purposes. In the event the Association requires access to any Drainage System and/or Irrigation System improvements within a drainage easement or irrigation easement located within a Lot upon which any such driveway and/or sidewalk or irrigation system encroaches, the Association has the obligation, at its own cost and expense, to remove and replace any such encroachment, and to return it to its condition immediately preceding such removal and replacement once access to the drainage easement or irrigation easement, as applicable, is no longer required. The flowage easements providing for drainage run between each of the Lots parallel to and over the side lot line thereof, draining either from the rear to the front, or from the front to the rear of the Lots. In addition, Declarant may, but is not obligated to, convey easements to the owner(s) of adjacent properties (or portions thereof) to provide legal positive outfall for runoff from such adjacent properties.

I. Buffer Easements. An easement or easements as shown on the Plat and/or Additional Plat(s), if any, in favor of the Association for landscape, buffers, drainage and utility purposes.

J. Lake Maintenance Access Easements. Easements granted or hereafter granted in favor of the Association and/or the Water Management District for the purpose of accessing the Lakes to perform lake maintenance and stormwater management and drainage facilities maintenance. Except as otherwise provided herein, the Lake Maintenance Access Easements are the perpetual maintenance obligation of the Association. Each Owner of a Lake Lot subject to a Lake Maintenance Access Easement shall not install, other than sod, any Improvements whatsoever, including, without limitation, landscaping, trees, fences, pools, spas, patios and/or decks in any Lake Maintenance Access Easement.

K. Lift Station Easements. Easements in favor of the County for ingress, egress and access to and from the Lift Station Tracts as shown on the Plat and/or Additional Plat(s), if any, as Lift Station Tracts, for the installation, repair, maintenance and service of equipment, lines and other structures necessary to supply sanitary sewer services to and from Marina Bay.

L. Platted Easements. All other easements as shown on the Plat and/or Additional Plat(s), if any, for the purposes stated therein.

Section 7. REAR YARD DRAINAGE SWALE EASEMENT. Declarant hereby reserves and grants a perpetual, nonexclusive drainage easement ("Drainage Swale Easement") over and across the rear five feet (5') of all "Non-Lake Lots" which for the limited purpose of this Section 7 is defined to mean a Lot in which no portion of such Lot is abutting any portion of a Lake. The Drainage Swale Easement shall be for drainage and flowage of storm water runoff, and the pipes and other ancillary equipment installed to provide for such drainage and flowage. Except as expressly provided in the following sentence, and except for any Improvements, landscaping and other additions made or installed by Declarant, no planting, landscaping and/or Improvements whatsoever, including, without limitation, pool decks, patios, screen enclosures, hedges, trees, etc. shall be permitted within the Drainage Swale Easement. Notwithstanding the foregoing, subject to approval from the Association, an Owner of a Non-Lake Lot that is subject to the Drainage Swale Easement may install a pool/spa deck, patio and/or screen enclosure within the Drainage Swale Easement on such Owner's Non-Lake Lot provided that such improvement is constructed in a manner that will not discharge storm water runoff from such improvement onto any adjacent property (including, without limitation, any adjacent Owner's Lot or Association Property). In that regard, all such improvements approved to be constructed within the Drainage Swale Easement shall be designed and constructed in a manner that will retain all such storm water runoff on such Owner's Non-Lake Lot including, without limitation, installation of a commercial grade deck drain that will collect such runoff and discharge it to the side yard of the Non-Lake Lot. In addition, each Owner of a Non-Lake Lot shall have the right to seek approval from the Association for the installation of a fence across the Drainage Swale Easement to the rear property line of the Non-Lake Lot, subject to the terms and conditions of the Marina Bay Documents and the prior approval of the Association, the Committee, and otherwise in accordance with the Marina Bay Documents.

Section 8. EASEMENT FOR COMMUNITY SYSTEMS. Notwithstanding anything to the contrary in this Declaration, Declarant and its affiliates and their respective designees shall have a perpetual exclusive easement over, across, upon and under the Association Property and the Lots for the installation, operation, maintenance, repair, replacement, alteration and expansion of Community Systems.

Section 9. ASSIGNMENTS; ADDITIONAL EASEMENTS. The easements reserved hereunder may be assigned by Declarant or the Association in whole or in part to any city, county or state government or agency thereof, or any duly licensed or franchised public utility, or any other designee of Declarant. Declarant, and after the Turnover Date the Association, shall have and hereby reserves the right to grant and/or reserve additional easements over, under and upon the Property or portions thereof (including the portion of Lots where no physical structure of the Home is located) which may be necessary or desirable by Declarant, and after the Turnover Date, the Association. The Owners hereby authorize Declarant and/or the Association to execute, on their behalf and without any further authorization, such grants of easement or other instruments as may from time to time be necessary to grant easements over and upon the Property or portions thereof in accordance with the provisions of this Declaration.

Notwithstanding anything in this Declaration to the contrary, the easement rights granted to or reserved by Declarant hereunder are not to be construed as creating an affirmative obligation to act on the part of Declarant.

ARTICLE V
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION; BOARD; DURATION OF THE ASSOCIATION

Section 1. MEMBERSHIP AND VOTING RIGHTS. The Association is the entity responsible for management, maintenance, operation, and control of the Association Property. Membership in the Association shall be established and terminated as set forth in the Articles. Each Member shall be entitled to the benefit of, and be subject to, the provisions of the Marina Bay Documents. The voting rights of the Members shall be as set forth in the Articles.

Section 2. BOARD. The Association shall be governed by the Board which shall be appointed, designated or elected, as the case may be, as set forth in the Articles.

Section 3. DURATION OF ASSOCIATION. The duration of the Association shall be perpetual, as set forth in the Articles. In the event of termination, dissolution or final liquidation of the Association, the responsibilities for the operation and maintenance of the Drainage System must be transferred to and accepted by an entity which would comply with Section 40C-42.027, Florida Administrative Code, and must be approved by the Water Management District prior to such termination, dissolution or liquidation.

ARTICLE VI
COVENANT TO PAY ASSESSMENTS; ESTABLISHMENT OF LIENS; COLLECTION OF ASSESSMENTS; COLLECTION BY DECLARANT; CERTAIN RIGHTS OF DECLARANT AND INSTITUTIONAL MORTGAGEES

Section 1. AFFIRMATIVE COVENANT TO PAY ASSESSMENTS. In order to: (a) fulfill the terms, provisions, covenants, conditions, restrictions, reservations, regulations, burdens, liens and easements contained in the Marina Bay Documents; and (b) maintain, operate and preserve the Association Property for the use, safety, welfare and benefit of the Members and their family members, guests, invitees and tenants, there is hereby imposed upon each Completed Lot, and Incomplete Lot, and each Completed Lot Owner and Incomplete Lot Owner, the affirmative covenant and obligation to pay to the Association commencing from and after the first conveyance of a Completed Lot from Declarant as evidenced by the recordation of a deed in the Public Records of the County (in the manner herein set forth) all Assessments as set forth herein, which Assessments may include, but are not limited to, the Individual Lot Assessments, Special Assessments and Special Service Assessments, as applicable. Each Owner, by acceptance of a deed or other instrument of conveyance conveying a Lot within the Property, whether or not it shall be so expressed in such deed or instrument, shall be obligated and agrees to pay to the Association all Assessments in accordance with the provisions of the Marina Bay Documents.

The following expenses of the Association are hereby declared to be Operating Expenses which the Association is obligated to assess and collect, and which the Owners are

obligated to pay as provided herein or as may be otherwise provided in the Marina Bay Documents: (1) all taxes and tax liens which may be assessed or levied at any and all times against the Association Property, the Community Systems or against any and all personal property or Improvements thereon; (2) all charges levied for Community Systems or other utilities providing services for the Association Property or to Owners on a bulk basis, such as water, gas, electricity, telephone, cable television, sanitation, sewer and any type of utility or any other type of service charge which is not separately billed to an Owner; (3) the premiums on policies of insurance including, but not limited to, liability and casualty insurance for the Association Property and directors and officers liability insurance for the officers and directors of the Association; (4) all fees and costs necessary for the ownership, maintenance, repair and replacement of the Association Property and all Improvements located thereon; (5) all administrative and operational expenses; (6) all fees and costs of owning, operating, maintaining, repairing and replacing the Irrigation System; (7) all fees and costs for owning, operating, maintaining, repairing and replacing the Drainage System, including, but not limited to, work within retention areas, drainage structures and drainage easements; (8) any and all taxes and assessments imposed by the Arborwood CDD on the Association Property; and (9) all expenses deemed to be Operating Expenses by the Association and/or under this Declaration. Reserves for replacements, capital expenditures and deferred maintenance are specifically excluded from Operating Expenses. The Board may, if it so determines, include reserves in the Association's annual budget; however, reserves are not part of Operating Expenses and are therefore payable only by Completed Lot Owners. In addition, any expense which is required by the Declaration to be the matter of Special Assessment shall not be deemed to be an Operating Expense. Expenses which are required to be the matter of Special Assessment include, by way of example but not by way of limitation, the following: the cost of reconstructing, replacing or improving the Association Property or any portion thereof or Improvements thereon; any casualty loss affecting the Association or the Association Property to the extent such loss exceeds the insurance proceeds, if any, receivable by the Association as a result of such loss; any judgment against the Association (or against a Director or Directors if and to the extent such Director is, or such Directors are, entitled to be indemnified by the Association therefor pursuant to the Articles) to the extent such judgment exceeds the insurance proceeds, if any, received by the Association as a result of such judgment, or an agreement by the Association (or such Director or Directors to whom indemnification is owed) to pay an amount in settlement of a lawsuit against it (or such Director or Directors) to the extent such settlement exceeds the insurance proceeds, if any, received by the Association as a result of such settlement agreement; and Legal Fees incurred by the Association in connection with litigation (whether incurred for the preparation, filing, prosecution or settlement thereof or otherwise), except Legal Fees incurred by the Association in connection with the collection of Assessments or other charges which Owners are obligated to pay pursuant to the Marina Bay Documents or the enforcement of the use and occupancy restrictions contained in the Marina Bay Documents, and except Legal Fees incurred for lawsuits not approved pursuant to Section 12 of Article XIV below.

The Operating Expenses with respect to the Association Property are payable by each Owner to the Association notwithstanding the fact that Declarant may not have as yet conveyed title to the Association Property to the Association.

Section 2. ESTABLISHMENT OF LIENS. Each Assessment against a Lot, together with Interest thereon, late charges imposed and costs of collection, including, but not limited to, Legal Fees, shall be the personal obligation of the Owner of such Lot and are hereby declared to be a charge and continuing lien upon each Lot against which each such Assessment is made. Said lien shall be effective only from and after the time of the recordation amongst the Public Records of the County of a written, acknowledged statement by the Association setting forth the amount due to the Association as of the date the statement is signed. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a satisfaction of the statement of lien in recordable form. Notwithstanding anything to the contrary herein contained, in the event an Institutional Mortgagee of record obtains a deed or title to a Lot as a result of foreclosure of its first mortgage or deed in lieu of foreclosure, such acquirer of a deed or title, its successors or assigns, shall be liable for Assessments pertaining to such Lot and/or chargeable to the former Owner except and to the extent limited by applicable Florida Statutes.

Section 3. COLLECTION OF ASSESSMENTS. In the event any Owner shall fail to pay any Assessment, or installment thereof, charged to such Owner within fifteen (15) days after the same becomes due, then the Association, through its Board, shall have any and all of the following remedies to the extent permitted by law, which remedies are cumulative and which remedies are not in lieu of, but are in addition to, all other remedies available to the Association:

1. To accelerate the entire amount of any Assessment for the remainder of the calendar year notwithstanding any provisions for the payment thereof in installments.

2. To advance on behalf of the Owner(s) in default funds to accomplish the needs of the Association up to and including the full amount for which such Owner(s) is(are) liable to the Association and the amount or amounts of monies so advanced, together with Interest and all costs of collection thereof, including, but not limited to, Legal Fees, may thereupon be collected by the Association from the Owner(s), and such advance by the Association shall not waive the default.

3. To file an action in equity to foreclose its lien at any time after the effective date thereof as provided in Section 2 hereinabove. The lien may be foreclosed by an action in the name of the Association in like manner as a foreclosure of a mortgage on real property.

4. To file an action at law to collect said Assessment plus Interest and all costs of collection thereof, including, but not limited to, Legal Fees, without waiving any lien rights or rights of foreclosure of the Association.

5. To charge Interest on such Assessment from the date it becomes due, as well as a late charge in the highest amount permitted by law, and if no such late charge is designated by law, then Twenty-Five and No/100 ($25.00) Dollars, to defray additional collection costs.

6. To suspend the rights of the Owner(s) in default to use the Association Property, if such Owner is delinquent in payment of Assessments for more than ninety (90) days, subject to Section 1.F of Article X below.

7. To suspend the rights of the Owner(s) in default to vote on any matter on which Owners have the right to vote if such Owner is delinquent in payment of Assessments for more than ninety (90) days.

8. To collect any monetary obligation, including delinquent Assessments due for the Home from the rents paid by any tenant occupying the Home if the Owner has leased the Home. In such case, the tenant shall remit such delinquent Assessments and other amounts due the Association directly to the Association upon written notice from the Association that the Owner is delinquent in the payment of its monetary obligations and the tenant may deduct such amounts paid to the Association from the rent due to the Owner. The Association has the right to require Owners to use a lease addendum the form of which may be prescribed by the Association, which provides, among other things, that the tenant will pay the rent due under the lease directly to the Association upon receipt of notice from the Association that the Owner is delinquent in amounts due to the Association.

Section 4. COLLECTION BY DECLARANT. In the event for any reason the Association shall fail to collect the Assessments, Declarant shall at all times have the right (but not the obligation): (i) to advance such sums as the Association could have advanced as set forth above; and (ii) to collect such Assessments and, if applicable, any such sums advanced by Declarant, together with Interest and costs of collection, including, but not limited to, Legal Fees.

Section 5. RIGHTS OF DECLARANT AND INSTITUTIONAL MORTGAGEES TO PAY ASSESSMENTS AND RECEIVE REIMBURSEMENT. Declarant and any Institutional Mortgagee(s) shall have the right, but not the obligation, jointly or individually, and at their sole option, to pay any of the Assessments which are in default and which may or have become a charge against any Lot(s). Further, Declarant and any Institutional Mortgagee shall have the right, but not the obligation, jointly or individually, and, at their sole option, to pay insurance premiums or fidelity bond premiums or other required items of Operating Expenses on behalf of the Association in the event the same are overdue and when lapses in policies or services may occur. Declarant and any Institutional Mortgagee paying overdue Operating Expenses on behalf of the Association will be entitled to immediate reimbursement from the Association plus Interest and any costs of collection including, but not limited to, Legal Fees, and the Association shall execute an instrument in recordable form acknowledging such reimbursement obligations and deliver the original of such instrument to each Institutional Mortgagee who is so entitled to reimbursement and to Declarant if Declarant is entitled to reimbursement.

Section 6. COMMUNITY SYSTEMS SERVICES. The Association shall have the right to enter into one or more agreement(s) ("Bundled Service Agreements") for receipt of television (via cable, satellite or otherwise), entertainment, telecommunication, internet, monitored alarm and/or other services (collectively, "Bundled Services") for Homes in Marina Bay. Any and all costs and expenses incurred by the Association under or pursuant to any Bundled Service Agreements entered into by the Association for Bundled Services will be assessed against all

Completed Lot Owners. It is contemplated that there may be features and services that are or will be available in addition to and not part of the Bundled Services (each, an "Optional Service"). Notwithstanding anything to the contrary contained in this Declaration, the costs and expenses charged to the Association under the Bundled Services Agreements shall be apportioned equally, but only amongst those Homes with respect to which the Association is being charged under or pursuant to the Bundled Services Agreement except to the extent, if any, that any Owner elects to receive an Optional Service (being a service not automatically received by all Owners entitled to receive Bundled Services pursuant to the Bundled Services Agreements). Each Owner who receives an Optional Service, if any, shall be responsible for paying for the costs of such Optional Services and for any hook-up costs, any converter boxes, remote control units, and the charge therefor shall be billed directly to Owner. The foregoing shall in no way obligate Declarant or the Association to enter into any Bundled Services Agreement.

Section 7. CENTRAL IRRIGATION SYSTEM(S). Declarant shall have the right, but not the obligation, to install one or more Irrigation Systems for the Association Property and/or any and all of the Lots within Marina Bay. The Irrigation System(s) may be centrally controlled and operated by the Association. In the event Declarant installs one or more central Irrigation System(s) for the Association Property and/or any or all of the Lots, the responsibility for owning, operating, maintaining, repairing and replacing such Irrigation System(s) shall be governed by the provisions of Article IX below.

Section 8. TWIN VILLA OPERATING EXPENSES. The Twin Villa Operating Expenses shall mean and include the actual and estimated expenses incurred by the Association for the benefit of the Twin Villas and Twin Villa Lots, which may include, but shall not be limited to the cost of maintaining, financing, insuring or repairing the Common Structural Elements and the portions of the Twin Villas and Twin Villa Lots for which the Association expressly has maintenance responsibilities pursuant to this Declaration, and any and all expenses deemed to be Twin Villa Operating Expenses by the Association and/or under this Declaration. Except only for reserves expressly set forth in the Association's annual budget for the Twin Villas, reserves are specifically excluded from Twin Villa Operating Expenses. The Board may, if it so determines, include reserves in the Association's annual budget for the Twin Villas and if included, will be payable only by Owners of Twin Villa Completed Lots. In addition, any expense which is required by the Declaration to be the matter of a Twin Villa Special Assessment shall not be deemed to be a Twin Villa Operating Expense. Expenses which are required to be the matter of a Twin Villa Special Assessment include, by way of example but not by way of limitation, the following: the cost of reconstructing, replacing or improving the Common Structural Elements or any portion thereof; any casualty loss affecting the Common Structural Elements to the extent such loss exceeds the insurance proceeds and/or deductibles paid by Owners of Twin Villas, if any, received by the Association as a result of such loss; any amounts necessary to pay shortages in Twin Villa Operating Expenses; and unbudgeted expenses and or expenses in excess of those budgeted for with respect to the Twin Villas Operating Expenses.

ARTICLE VII
METHOD OF DETERMINING ASSESSMENTS AND ALLOCATION OF ASSESSMENTS

Section 1. DETERMINING AMOUNT OF ASSESSMENTS. The total anticipated Operating Expenses for each calendar year shall be set forth in an estimated operating budget ("Budget") prepared by the Board as required under the Marina Bay Documents. The Budget shall also include a separate section setting forth the anticipated Twin Villa Operating Expenses for the given calendar year. Each Completed Lot and Incomplete Lot shall be assessed: (a) its pro rata portion of the total anticipated Operating Expenses (excluding the anticipated Twin Villa Operating Expenses), which shall be the "Individual Lot Assessment" as to each Lot, and (b) fees, costs and expenses for any special services provided to or for the benefit of a Lot, or to reimburse the Association for the fees, costs and expenses incurred in connection with or for such special services, which shall be the "Special Service Assessment" as to such Lot. In addition, each Twin Villa Completed Lot and Twin Villa Incomplete Lot shall be assessed its pro rata portion of the total anticipated Twin Villa Operating Expenses, which shall be the "Twin Villa Assessment" as to each Twin Villa Lot. Operating Expenses (excluding Twin Villa Operating Expenses) for the Association Property shall be divided by the number of Completed Homes (inclusive of the Twin Villas). Twin Villa Operating Expenses applicable to and for the sole benefit of Twin Villas shall be divided by the number of Twin Villas Completed Lots.

The Individual Lot Assessment (and Twin Villas Assessment, where applicable) shall be based upon the level of service to each Lot and upon the state of the Lot's development, with the Owners of Completed Lots paying the Operating Expenses (and Twin Villa Operating Expenses, where applicable) on a twenty to one ratio (20:1) compared to the Owners of Incomplete Lots as set forth below. Accordingly, the Completed Lot Owners and Incomplete Lot Owners shall share the payment of the Operating Expenses (and Twin Villa Operating Expenses, as applicable) on a ratio of twenty to one (20:1). Therefore, the total anticipated Operating Expenses (other than those expenses which are properly the subject of Special Assessment) shall be divided by the total number of Completed Lots multiplied by twenty (20) plus the number of Incomplete Lots, with the quotient thus arrived at being the Individual Lot Assessment for an Incomplete Lot. Said quotient multiplied by twenty (20) shall be the Individual Lot Assessment for a Completed Lot. The total anticipated Twin Villa Operating Expenses (other than those expenses which are properly the subject of Twin Villa Special Assessments) shall be divided by the total number of Twin Villa Completed Lots multiplied by twenty (20) plus the number of Twin Villa Incomplete Lots, with the quotient thus arrived at being the Twin Villas Assessment for a Twin Villa Incomplete Lot. Said quotient multiplied by twenty (20) shall be the Twin Villa Assessment for a Twin Villa Completed Lot. The number of Completed Lots and Incomplete Lots and Twin Villa Completed Lots and Twin Villa Incomplete Lots shall be adjusted quarterly, as needed, as hereinafter set forth. At such time as Declarant has conveyed all of the Homes on all of the Lots, each Lot shall be a Completed Lot (and Twin Villa Completed Lot, where applicable) and the Individual Lot Assessment shall be equal for each Lot and the Twin Villa Assessment shall be equal for each Twin Villa Lot.

The Special Service Assessment shall be based upon bid(s) received and approved by the Board for any special services to be provided to one or more of the Lots in Marina Bay,

which Special Service Assessments may be in different amounts for different Lots based on, among other things, such bid(s). The Board shall have the right to accept or reject any such bid(s) as determined solely by the Board. By way of example, and for illustration purposes only, the Home Landscaping Services (as hereafter defined in Section 1 of Article IX below) shall be a Special Service Assessment and shall be levied against the Owners of Lots in different amounts based on the location and/or size of such Lots and/or Homes thereon. In that regard, the Twin Villas may be levied Special Service Assessments for the Home Landscaping Services in differing amounts from other Homes in Marina Bay as reflected in the Budget of the Association. Declarant reserves the right to change any such Home designations and to create new Home designations for Special Service Assessments as Declarant shall determine in Declarant's sole and absolute discretion.

Notwithstanding anything in the Marina Bay Documents to the contrary, any Assessment for Legal Fees incurred by the Association for lawsuits shall be deemed an Operating Expense which is properly the subject of Special Assessment and not the subject of an Individual Lot Assessment so long as approved pursuant to Section 12 of Article XIV, except the Legal Fees incurred by the Association in connection with the collection of assessments or other charges which Owners are obligated to pay pursuant to the Marina Bay Documents or the enforcement of the use and occupancy restrictions contained in the Marina Bay Documents.

Section 2. ASSESSMENT PAYMENTS. Individual Lot Assessments, Twin Villa Assessments and Special Service Assessments shall be payable quarterly, in advance, on the first day of January, April, July and October of each year, provided, however, at the Association's option, Individual Lot Assessments, Twin Villa Assessments and/or Special Service Assessments may be payable monthly. Individual Lot Assessments, Twin Villa Assessments and Special Service Assessments, and the quarterly or monthly installments thereof, may be adjusted from time to time by the Board to reflect changes in the number and status of Completed Lots and Incomplete Lots (thus apportioning all such Assessments and installments thereof among all Lots at the time such installment is due) or changes in the Budget or in the event the Board determines that an Assessment or any installment thereof is either less than or more than the amount actually required. When an Incomplete Lot becomes a Completed Lot during a period with respect to which an Assessment or installment thereof has already been assessed, such Completed Lot shall be deemed assessed the amount of such Assessment or installment thereof which was assessed against Completed Lots in existence at the time of such Assessment, prorated from the date the Lot became a Completed Lot through the end of the period in question. If the payment of such Assessment or installment thereof was due at the time the Lot became a Completed Lot or prior thereto, said prorated amount thereof shall be immediately due and payable. Likewise, the amount paid with respect to such Completed Lot based upon the Lot's status as an Incomplete Lot, prorated from the date the Incomplete Lot became a Completed Lot to the end of the period in question, shall be credited against the amount owed as a Completed Lot.

Section 3. SPECIAL ASSESSMENTS; TWIN VILLA SPECIAL ASSESSMENTS. "Special Assessments" include, in addition to other Assessments designated as Special Assessments in the Marina Bay Documents and whether or not for a cost or expense which is included within the definition of "Operating Expenses," those Assessments which are levied for capital improvements which include the costs (whether in whole or in part) of constructing or

acquiring Improvements for, or on, the Association Property or the cost (whether in whole or in part) of reconstructing or replacing such Improvements. In addition, Special Assessments (and Twin Villa Special Assessments, as applicable) may be levied against particular Lots and/or Owners to the exclusion of others. Notwithstanding anything to the contrary herein contained, it is recognized and declared that Special Assessments (and Twin Villa Special Assessments, where applicable) shall be in addition to, and are not part of, any Individual Lot Assessment, Twin Villa Assessment and/or Special Service Assessment. Any Special Assessments (and Twin Villa Special Assessment, where applicable) assessed against Lots and the Owners thereof shall be paid by such Owners in addition to any other Assessments and shall be assessed in the same manner and using the same 20:1 ratio as the Individual Lot Assessment (and/or Twin Villa Assessment, where applicable). Special Assessments (and Twin Villa Assessments, where applicable) shall be paid in such installments or in a lump sum as the Board shall, from time to time, determine. Notwithstanding the foregoing, the levying of any Special Assessment after the Turnover Date shall require the affirmative consent of at least two-thirds (2/3) of all Members represented in person or by proxy at a meeting called and held in accordance with the Bylaws for all Special Assessments except only any Special Assessment for: (a) repair, reconstruction, or replacement of damaged or destroyed Improvements previously existing on Association Property (including, without limitation, landscaping), (b) capital improvements necessary or desirable for the sole purpose of preservation of, or prevention of damage to, Association Property, or (c) uprighting or removing any fallen or dislodged trees as set forth in Section 1.E. of Article IX below; which shall not require such affirmative consent of at least two-thirds (2/3) of all Members. Prior to the Turnover Date, but subject to any affirming vote of the Members as may be required by the HOA Act, a Declarant-controlled Board may make a Special Assessment. Special Assessments are not included in the guarantee set forth in Article VII, Section 6 below. The levying of Twin Villa Special Assessments after the Turnover Date shall require the affirmative consent of at least two-thirds (2/3) of all Owners of Twin Villa Lots represented in person or by proxy at a meeting called and held in accordance with the Bylaws, however, and notwithstanding anything in this Declaration to the contrary, the Board acting alone and without the consent of the Owners of Twin Villa Lots, may levy a Twin Villa Special Assessment for the following: (a) repair, reconstruction, or replacement of damages or destroyed Common Structural Elements previously existing on Twin Villa Lots; (b) capital improvements necessary or desirable for the sole purpose of preservation of, or prevention of damage to Common Structural Elements, or (c) to obtain funds to cover insurance deductibles in the event of a casualty loss applicable to the Twin Villas or Common Structural Elements.

Section 4. LIABILITY OF OWNERS FOR ASSESSMENTS. By the acceptance of a deed or other instrument of conveyance of a Lot in the Property, each Owner thereof acknowledges and agrees that each Lot and the Owners thereof are jointly and severally liable for their own Individual Lot Assessments, their applicable Special Service Assessments, and their applicable portion of any Special Assessments, as well as for any and all other Assessments for which they are liable, as provided for in the Marina Bay Documents. In addition, each Twin Villa Owner further acknowledges that such Twin Villa Lot and the Owners thereof are jointly and severally liable for their own Twin Villa Assessments and their applicable portion of Twin Villa Special Assessments. The Owners further recognize and covenant that they are jointly and severally liable with the Owners of all Lots for the Operating Expenses (subject to any specific limitations provided for herein such as, but not limited to, the limitation with respect to matters of Special

Assessment and the limitations on the liability of Institutional Mortgagees and their successors and assigns). In addition, the Twin Villa Owners recognize and covenant that they are jointly and severally liable with the Twin Villa Owners of all Twin Villa Lots for the Twin Villa Operating Expenses (subject to any specific limitations provided for herein such as, but not limited to, the limitation with respect to matters of Twin Villa Special Assessment and the limitations on the liability of Institutional Mortgagees and their successors and assigns). Accordingly, subject to such specific limitations, it is recognized and agreed by each Owner, for such Owner and such Owner's heirs, executors, successors and assigns, that in the event any Owner fails or refuses to pay such Owner's Individual Lot Assessment, Special Service Assessment or any portions thereof, or such Owner's respective portion of any Special Assessment or any other Assessment (including, without limitation, Twin Villa Assessments and Twin Villa Special Assessments, as applicable), then the other Owners may be responsible for increased Individual Lot Assessments, Special Service Assessments and/or other Assessments due to the nonpayment by such other Owner, and such increased Individual Lot Assessment, Special Assessment, Special Service Assessment and/or other Assessment can and may be enforced by the Association and Declarant in the same manner as all other Assessments hereunder as provided in the Marina Bay Documents.

Section 5. ASSESSMENTS PAYABLE BY DECLARANT; DECLARANT SUBSIDIES. Each Owner acknowledges and agrees that because Individual Lot Assessments and Special Assessments are allocated based on the formula set forth in this Article VII, it is possible that the Association may collect more or less than the amount budgeted for Operating Expenses in the Budget of the Association. Except as may be limited by applicable law, Declarant has the right (at its sole election) to: (i) pay Individual Lot Assessments for the Lots owned by Declarant in the same manner as other Owners and at the 20:1 ratio described above, (ii) not pay Special Service Assessments for the Lots owned by Declarant if the special services giving rise to such Special Service Assessments are not provided to the Lots owned by Declarant, (iii) pay the Deficit (as hereinafter defined), (iv) subsidize the Budget of the Association as provided below by making voluntary contributions in amounts determined by Declarant in Declarant's sole discretion, and/or (v) to be excused from payment of its share of Assessments related to its Lots if Declarant elects to guarantee the amount of Individual Lot Assessments and pay the Deficit during the Guarantee Period (as hereinafter defined) as provided in Section 6 of this Article VII below.

During the period of time that Declarant is offering Homes for sale in Marina Bay and/or based on the number of Homes owned by Owners other than Declarant, Declarant may seek to keep Assessments lower than they otherwise may be by subsidizing the Budget of the Association by making voluntary contributions in amounts determined by Declarant. The amount of any such voluntary contributions may vary from time to time or may be discontinued and recommenced by Declarant from time to time. The determination to subsidize the Budget of the Association, the amount of any such voluntary contribution, the discontinuance and/or recommencement of any such voluntary contributions shall all be made by Declarant in Declarant's sole discretion and in no event shall Declarant have any obligation whatsoever to make any such voluntary contributions. Each Owner shall be solely responsible to review the Budget of the Association then in effect to determine if and to what extent Declarant is making

any voluntary contributions to subsidize the Budget and thus lower the Assessments payable by the Owners that would otherwise be higher based on the Operating Expenses of the Association.

Section 6. GUARANTEED ASSESSMENT DURING GUARANTEE PERIOD. Without limiting the options that Declarant is entitled to pursuant to Section 5 of this Article VII above, and as provided in said Section 5, Declarant shall have the right to elect to be excused from payment of its share of the Operating Expenses, Twin Villa Operating Expenses and Assessments related to its Lots (other than Special Assessments and Twin Villa Special Assessments) during the Guarantee Period, which election shall initially be made at the time of recordation of this Declaration by delivery of written notice thereof to Association. If so elected by Declarant, Declarant covenants and agrees with the Association and the Owners that during the "Guarantee Period," the Individual Lot Assessment and Twin Villa Assessment imposed on each Owner other than Declarant during the following Time Periods shall not increase over the amount set forth for such applicable Time Period (the "Guaranteed Assessment"), as follows:

Time Period 1 – The date of recording of this Declaration and ending on December 31 of the year that this Declaration is recorded (unless such Time Period 1 is less than 3 calendar months in which event Time Period 1 shall end on December 31 of the year following the year in which this Declaration is recorded. During Time Period 1 Individual Lot Assessments and Twin Villa Assessments shall not exceed the Individual Lot Assessment and Twin Villa Assessment, respectively, set forth in the initial Operating Budget of the Association.

Time Period 2 – January 1 following the year in which Time Period 1 ends and ending on December 31 of the year Time Period 2 commenced. During Time Period 2 Individual Lot Assessments and Twin Villa Assessments shall not increase by more than ten percent (10%), from the amount of the Individual Lot Assessment and Twin Villa Assessment, respectively, guaranteed during Time Period 1 above.

Time Period 3 - January 1 following the year in which Time Period 2 ends and ending on December 31 of the year Time Period 3 commenced. During Time Period 3 Individual Lot Assessments and Twin Villa Assessments shall not increase by more than ten percent (10%) from the amount of the Individual Lot Assessment and Twin Villa Assessment, respectively, guaranteed during Time Period 2 above,

Time Period 4 - January 1 following the year in which Time Period 3 ends and ending on December 31 of the year Time Period 4 commenced. During Time Period 4 Individual Lot Assessments and Twin Villa Assessments shall not increase by more than ten percent (10%) from the amount of the Individual Lot Assessment and Twin Villa Assessment, respectively, guaranteed during Time Period 3 above.

"Guarantee Period" as used herein shall mean the period commencing with the date of recordation of this Declaration and ending upon the sooner to occur of: (i) the Turnover Date; (ii)

the expiration of Time Period 4 as described above; or (iii) delivery of written notice from Declarant to Association of Declarant's termination of its election, which termination shall only be effective to terminate any Time Periods which have not yet commenced at the time such written notice is delivered. The Guarantee Period may be unilaterally extended by Declarant for one or more successive periods of six (6) months each, but in no event shall such Guarantee Period be in effect following the Turnover Date provided that the Individual Lot Assessments and Twin Villa Assessments imposed on each Owner other than Declarant shall not increase over the Guaranteed Assessment in effect at the end of Time Period 4.

During the Guarantee Period (as same may be extended), if applicable, Declarant shall be obligated to pay the difference ("Deficit"), if any, between: (a) the total amount of the Operating Expenses and Twin Villa Operating Expenses (other than those Operating Expenses and Twin Villa Operating Expenses which are properly the subject of a Special Assessment or Twin Villa Special Assessment) incurred by the Association during the applicable Time Period, and (b) the sum of (y) the amounts assessed as Guaranteed Assessments against Owners during the applicable Time Period, and (z) any other income of the Association. The Deficit, if any, to be paid by Declarant pursuant to this Section 6 shall be determined by looking at the Guarantee Period (as same may be extended) as a whole, without regard to quarterly, annual or any other accounting or fiscal periods and without regard to intraperiod allocations. In that regard, in the event it is determined at the end of the Guarantee Period (as same may be extended) that there is a Deficit and Declarant has previously advanced funds to the Association in excess of the Deficit during the Guarantee Period (as same may be extended), Declarant shall be entitled to the immediate repayment from the Association of the amount of funds advanced by Declarant in excess of the Deficit. This guarantee expressly does not include Special Assessments, Twin Villa Special Assessments and/or any unpaid Assessments by Owners. Special Assessments may include assessments for items such as capital expenditures or amounts needed to supplement repair expenses not covered by insurance.

After the Guarantee Period (as same may have been extended) terminates, each Owner (including Declarant as to Lots it owns) shall be obligated to pay Assessments as set forth in Article VII, Section 1 hereof.

Section 7. DECLARANT'S GUARANTEED ASSESSMENT NOT THE OBLIGATION OF INSTITUTIONAL MORTGAGEES. Notwithstanding anything to the contrary herein contained, it is specifically understood and declared that each Owner, by the acceptance of a deed or other instrument of conveyance of a Lot within the Property, shall be deemed to have acknowledged and agreed that no Institutional Mortgagee (other than Declarant) or any successor or assign of such Institutional Mortgagee, or any person acquiring a deed or title to any part of the Property by reason of the foreclosure or otherwise of an Institutional Mortgagee shall be deemed to have made, assumed or otherwise undertaken any covenants or obligations of Declarant: (i) to guarantee the level and/or duration of any Guaranteed Assessments provided for under any of the Marina Bay Documents; or (ii) to pay the difference between the actual Operating Expenses, the actual Twin Villa Operating Expenses and the Guaranteed Assessments, if any, assessed against Lots and the Owners thereof during the Guarantee Period (as same may have been previously extended) as may be provided for in any of the Marina Bay Documents; provided, however, that an Institutional Mortgagee may, at its option, determine to continue the

obligation of Declarant to guarantee the amount of the Assessments as herein provided. Additionally, a successor declarant shall not be deemed to guarantee the level and/or duration of any Guaranteed Assessments provided for under any of the Marina Bay Documents or be obligated or pay the difference between the actual Operating Expenses and the Guaranteed Assessments, if any, assessed against Lots and the Owners thereof during the Guarantee Period (as same may have been previously extended) unless such obligation is assumed in writing by such successor declarant.

Section 8. WAIVER OF USE. No Owner, other than Declarant, may exempt himself from personal liability for Assessments duly levied by the Association. No Owner may release the Lot owned by such Owner from the liens and charges hereof either by waiver of the use and enjoyment of the Association Property and the facilities thereon or by abandonment of such Owner's Home.

ARTICLE VIII
ARCHITECTURAL CONTROL COMMITTEE, MARINA BAY DESIGN REVIEW COMMITTEE

Section 1. MEMBERS OF THE COMMITTEE. The Architectural Control Committee, sometimes referred to in this Declaration as the "Committee," shall be comprised of three (3) members. The initial members of the Committee shall consist of persons designated by Declarant. Each of said persons shall hold office until all Lots and Homes have been conveyed or such earlier time as the Declarant may, at its sole option, elect. Thereafter, each new member of the Committee shall be appointed by the Board and shall hold office until such time as such new member has resigned or has been removed, or such new member's successor has been appointed, all as provided herein. Members of the Committee, other than those designated by the Declarant, may be removed at any time without cause. The Board shall have the sole right to appoint and remove all members of the Committee other than those designated by the Declarant.

Section 2. REVIEW OF PROPOSED CONSTRUCTION.

A. No Improvements, including, by way of example and not of limitation, accessory structures, exterior lighting fixtures, brick pavers, stamped concrete, concrete flatwork, basketball goals, gym sets and play structures, buildings, fences, walls, pools, roofs, gutters or rain spouts, antennae, aerials, microwaves, reception devices, mailboxes, external enclosures or attachments (including entry screen and patio screen enclosures), or landscaping (including hedges, massed plantings and trees) shall be commenced, erected, installed, altered, modified, painted, planted, or maintained on the Property, including the Lots, nor shall any canopies, shutters, or window coverings be attached to or placed upon outside walls or roofs of any Home or building by any Owner other than Declarant, unless such Improvements have been reviewed by and received the written approval of the Committee in accordance with Paragraph B below. Any Owner desiring to make Improvements shall submit two (2) complete sets of plans and specifications prepared by an architect, landscape architect, engineer or other person determined by the Committee to be qualified, showing the nature, dimensions, materials and location of the same together with the security deposit if required by the Committee, to be held and disbursed by the Association in accordance with Section 3 herein below.

B. The Committee shall approve proposed plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated will not be detrimental to the appearance of the surrounding area of the Property as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and is otherwise desirable. The Committee shall also adhere to all guidelines, rules and regulations promulgated by the Board with respect to any and all additions and alterations within the Property and all such rules and regulations are incorporated herein by reference. The Committee may also: (i) issue and amend from time to time rules or guidelines setting forth procedures for the submission of plans and specifications, and (ii) set and establish fees ("Review and Inspection Fees") for, among other things, review of the plans and specifications, and inspection of the Improvements constructed by Owner, which review and/or inspection may be performed by third parties. If the proposed construction, alterations or additions are to a portion of the Improvements which the Association is obligated to maintain, said approval shall also be subject to approval by the Board. The Committee may condition its approval of proposed plans and specifications in such a manner as it deems appropriate and may require the submission of additional information prior to approving or disapproving such plans. Pursuant to the approvals for the Property granted by the County, and notwithstanding anything to the contrary in the Marina Bay Documents, diversity of architectural elevation and exterior color scheme for Homes in Marina Bay shall be required by compliance with the following: (i) no identical Homes shall be placed next to one another (i.e., same elevation with same exterior color scheme); (ii) no more than three (3) Homes with the same elevation shall be placed next to each other; and (iii) no Home shall have the same exterior color scheme as either of the homes placed next to it. The Committee shall have no obligation to and shall not approve (nor grant any variances for) any plans and specifications submitted if approval of same would result in failure to comply with the foregoing requirements.

C. The Committee shall have forty-five (45) days after delivery of all required materials to give written approval or rejection of any such plans and, if written approval is not given within such forty-five (45) day period, such plans shall be deemed rejected, provided however that, in any event, no such addition, construction or alteration shall be made by any Owner which is detrimental to or inconsistent with the harmony, appearance or general scheme of the Property as a whole.

D. No landscaping or other Improvements on the Lake Lots which materially interfere with the view of the Lakes by immediate neighbors who are also Lake Lot Owners, as applicable, shall be permitted. In its review of proposed plans and specifications of landscape design and materials for Lake Lots, including, but not limited to, any massed plantings, the Committee will take into consideration the effect on Lake views of such landscaping, both at the proposed time of installation and at the time when maximum growth shall have occurred.

E. No plantings, landscaping and/or Improvements whatsoever including, without limitation, pool decks, patios, screen enclosures, hedges, trees, etc. shall be installed in any Drainage Swale Easement except only as expressly provided in Article IV, Section 7 above.

F. An Owner shall not plant any shrubs, trees and/or landscaping on his or her Lot and/or in any manner alter the landscaping in Marina Bay as initially installed by Declarant without the prior written consent of the Committee. If an Owner receives such approval and plants any shrubs, trees and/or landscaping on his or her Lot, such Owner shall be responsible for the payment of any increase for the Home Landscaping Services to maintain such shrubs, trees and/or landscaping.

G. Notwithstanding any provision in this Article to the contrary, the approval of the Committee shall not be required for any additions, changes or alterations within any Home if such additions, changes or alterations are not visible from the outside of such Home. All changes and alterations shall be subject, independently, to all applicable governmental laws, statutes, ordinances, codes, rules and regulations.

H. Notwithstanding anything to the contrary herein contained, no construction, reconstruction, addition or alteration by Declarant shall require the prior approval or any certificate of consent of the Committee or any security deposit.

Section 3. SECURITY DEPOSIT FOR IMPROVEMENTS; INDEMNIFICATION. Any Owner desiring to make Improvements may be required by the Committee, depending upon the Improvements being requested and the manner of installation of such Improvements, to provide to the Committee, at the time of the Owner's submission of plans and specifications for review and approval by the Committee, a security deposit to: (a) cover costs of incidental damage caused to Association Property, an adjacent Home or Lot, or any other property (whether real or personal) by virtue of such Owner's construction of Improvements, and (b) the Review and Inspection Fees if and to the extent not paid by Owner. The security deposit shall initially be Five Thousand Dollars ($5,000.00) and may be changed by the Board from time to time. The Committee shall have the sole and absolute discretion to determine whether a security deposit is required for the Improvements being requested. The Association shall not be obligated to place the security deposit in an interest bearing account. The Owner shall be entitled to the return of the security deposit upon: (i) such Owner's written notice to the Committee that the Improvements covered by the security deposit have been completed in accordance with the plans and specifications approved by the Committee; (ii) the Committee's (or its duly authorized representative's) inspection of such Improvements confirming completion; provided, however, should any incidental damage be caused to Association Property by virtue of such Owner's construction of Improvements, the security deposit shall not be returned to Owner until such damages have been repaired; and (iii) Owner's payment of all Review and Inspection Fees. Alternatively, the Association may, at Association's option, deduct all unpaid Review Review and Inspection Fees from the Security Deposit. In the event that Owner has not repaired such damages to the Association Property to the satisfaction of the Committee, Association shall have the right (but not the obligation), after five (5) days notice to the offending Owner, to repair such incidental damage and to use so much of the security deposit held by the Association to reimburse itself for the costs of such work. Further, the offending Owner hereby agrees to indemnify and reimburse the Association for all reasonable costs expended by the Association that exceed the security deposit, including Legal Fees, if any, incurred in connection therewith. All amounts incurred or paid by the Association to repair damages caused by and not repaired by an Owner as set forth in this Section 3 shall, in addition to the other rights of the Association, be

subject to a Special Assessment levied by the Association against such Owner, which Special Assessment shall be collectible in the same manner as other Assessments as set forth in this Declaration. Should any incidental damage be caused to an adjacent Lot or Home by virtue of such Owner's construction of Improvements, the Owner of the adjacent Lot (the "Adjacent Lot Owner") may, at such Adjacent Lot Owner's sole option: (a) remedy such damage and submit to the Association a receipt, invoice or statement therefor for reimbursement from the offending Owner's security deposit; or (b) allow the offending Owner to repair such incidental damage to the Adjacent Lot Owner's Lot or Home, at the offending Owner's sole cost and expense, and upon receipt by the Association of written notice from the Adjacent Lot Owner that such incidental damage has been repaired, the offending Owner shall be entitled to a return of the balance of the security deposit being held by the Association, if any.

Notwithstanding anything contained in this Section to the contrary, the Association's return of the security deposit being held by it for any such Improvements shall be based solely on considerations set forth above. The Association's return of the security deposit does not and shall not be construed to constitute a determination by members and representatives of the Committee, the Declarant, and/or the Association of the structural safety, approval or integrity of any Improvement, conformance with building or other codes or standards, or the proper issuance of governmental permits and approvals for any Improvement. By submitting a request for review and approval of proposed plans and specifications, along with the security deposit required hereunder, an Owner shall be deemed to have automatically agreed to hold harmless and indemnify the members and representatives of the Committee, the Declarant, and the Association generally, from any loss, claim, damage or liability connected with or arising out of the Improvements or alterations, and/or the security deposit (including, without limitation, the disbursement thereof).

Association shall not be liable or responsible to anyone for any damages, losses or expenses resulting from Association's holding of the security deposit or disbursement thereof unless same shall be caused by the gross negligence or willful malfeasance of the Association. In the event of any disagreement relating to the security deposit held by the Association or the disbursement thereof, Association shall be entitled (but not obligated) to refuse to disburse the security deposit (or any portion thereof) as long as such disagreement may continue, and Association shall not become liable in any way for such refusal. Association shall have the right at any time, after a dispute has arisen, to pay the security deposit (or any portion thereof) held by it into any court of competent jurisdiction for payment to the appropriate party, whereupon Association's obligations hereunder shall terminate and Association shall be automatically released of any and all obligations.

Section 4. MEETINGS OF THE COMMITTEE. The Committee shall meet from time to time as necessary to perform its duties hereunder. The Committee may from time to time, by resolution unanimously adopted in writing, designate a Committee representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the Committee, except the granting of variances pursuant to Article VIII, Section 9 below. In the absence of such designation, the vote of any two (2) members of the Committee shall constitute an act of the Committee.

Section 5. NO WAIVER OF FUTURE APPROVALS. The approval of the Committee of any plans and specifications or drawings for any work performed or proposed shall not be deemed to constitute a waiver of any right to withhold approval or consent to any identical or similar proposal subsequently or additionally submitted for approval or consent, whether such submission is by that applicant or another applicant. Similarly, the denial of approval by the Committee of any plans and specifications or drawings for any work performed or proposed shall not be deemed to constitute a waiver of any right to approve or consent to any identical or similar proposal subsequently or additionally submitted for approval or consent, whether such submission is by that applicant or another applicant.

Section 6. COMPENSATION OF MEMBERS. The members of the Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder.

Section 7. INSPECTION OF WORK. Inspection of work and correction of defects therein shall proceed as follows:

A. Upon the completion of any work for which approved plans are required under this Article, the submitting party shall give written notice of completion to the Committee.

B. Within thirty (30) days after written notice of completion, the Committee or its duly authorized representatives may inspect such Improvement. If the Committee finds such work was not done in substantial compliance with the approved plans, it shall notify the submitting party in writing of such noncompliance within such thirty (30) day period, specifying the particulars of noncompliance, and shall require the submitting party to remedy such noncompliance.

C. If upon the expiration of fifteen (15) days from the date of such notification the submitting party shall have failed to remedy such noncompliance, notification shall be given to the Board in writing of such failure. Upon such notice, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If noncompliance exists, the submitting party shall remedy or remove the same within a period of not more than thirty (30) days from the date of announcement of the Board's ruling. If the submitting party does not comply with the Board's ruling within such period, the Board, at its option, may remove the Improvement, remedy the noncompliance, or proceed in court to compel compliance and the submitting party shall reimburse the Association, upon demand, for all expenses incurred in connection therewith, including Interest and Legal Fees. If such expenses are not promptly repaid by the submitting party to the Association, the Board shall levy an Assessment against such submitting party for reimbursement, and said Assessment shall constitute a lien upon the applicable Lot and Home with the same force and effect as liens for Operating Expenses.

D. If, for any reason, notification is not given to the submitting party of acceptance within thirty (30) days after receipt of said written notice of completion from the submitting party, the Improvement and/or alteration shall be deemed to be in compliance with said approved plans.

Section 8. DESIGN REVIEW COMMITTEE. Pursuant to Section 25-270.77(a) of the City Code, Sub-Part B, Growth Management Code; Chapter 25, Land Use Regulations; Article II, Districts, Division 15 Master Development Plan District (the "Future Land Use Plan"), every Master Development Plan ("MDP") is required to have an MDP Design Review Committee. The primary role of the MDP Design Review Committee is to enforce the design review guidelines and procedures contained within the Master Development Plan District in which the property is located. Marina Bay is designated as an MDP on the Future Land Use Plan. As required under the Future Land Use Plan and Ordinance No. 3223 of the City Council of the City (the "Ordinance"), the Declarant has created the Marina Bay Design Review Committee (the "DRC"). The Declarant, as developer of Marina Bay, is required to appoint the members of the DRC. Declarant may, however, in its sole and absolute discretion, transfer the right to appoint the DRC members to a property owners association and/or a community development district once Declarant no longer owns property within Marina Bay, or earlier at its option. The Association shall be obligated to accept such obligation if and when Declarant elects to assign this obligation to the Association.

In accordance with the Ordinance, the DRC shall be responsible for reviewing and approving the following matters with respect to property within the Marina Bay MDP (the "Required Approval Matter(s)"):

(a) All final MDP master plans to be submitted to the City for review with a preliminary plat; and

(b) All sign permits, building permits, final subdivision plats and applications for administrative deviations.

Each Owner of a Lot in Marina Bay, shall, in addition to the Committee, submit a request for approval to the DRC for all Required Approval Matters. Each Owner further acknowledges and agrees that the City requires approval from the DRC for any Required Approval Matter submitted to the City for a building permit or other approval. Applications to be reviewed by the DRC shall be submitted to the DRC on the standard City application and in accordance with the Future Land Use Plan and the Ordinance. The approval from the DRC is cumulative with the approval required from the Committee and the DRC shall not approve any submittal without the approval of the Committee. Notwithstanding anything to the contrary, regardless of any approval from the DRC and the City, no Improvements shall be installed by any Owner unless such Owner has received approval for such Improvements by the Committee as provided in this Article VIII.

In connection with seeking DRC approval, Owner shall submit the following documentation to the DRC: (i) any necessary attachments required under the City's application; (ii) a completed application checklist (the form of which shall be maintained by the DRC); (iii) the number of plan sets or application copies as may be required by the City; and (iv) written evidence of the prior approval of the Required Approval Matter by the Committee. The DRC shall, upon completion of its review, issue an approval or denial based on the plans and related information and the requirements set forth in the Future Land Use Plan and the Ordinance.

Section 9. NON-LIABILITY OF COMMITTEE MEMBERS. Neither the Committee, the DRC nor any member thereof, nor their duly authorized representatives, nor Declarant, shall be liable to the Association or to 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 of the Committee's and/or DRC's duties hereunder, unless due to the willful misconduct or bad faith of a member and only that member shall have any liability. The Committee's review and approval or disapproval of plans submitted to it for any proposed Improvement shall be based solely on considerations of the overall benefit or detriment to the community as a whole. The DRC's review and approval shall be to enforce the design review guidelines and procedures contained within the Marina Bay MDP. The Committee and DRC 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 or standards, and no member or representative of the Committee, DRC or the Association, nor the Declarant, shall be liable for the safety, soundness, workmanship, materials or usefulness for any purpose of any such Improvement or alteration proposed by the plans. By submitting a request for review and approval by the Committee and/or DRC, an Owner shall be deemed to have and does automatically agree to indemnify, defend and hold harmless the Committee, the DRC, the Association and the Declarant (and each of their respective officers, directors, partners, affiliates, representatives and members) from and against any and all claims, causes of action, losses, damages, liabilities, costs and expenses (including, without limitation, Legal Fees) arising from, relating to or in any way connected with the Improvement or alterations for which such request was submitted and/or the Security Deposit (including, without limitation, the disbursement thereof). Furthermore, approval by the Committee of any request does not excuse an Owner from also being required to obtain approvals from all applicable governmental authorities and/or the DRC.

Section 10. VARIANCE. The Committee may authorize variances from compliance with any of the architectural provisions of this Declaration or any Supplemental Declaration, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require; provided, however, the Committee shall not give or authorize (and the Committee is hereby prohibited from giving or authorizing) any variance with respect to: (i) the diversity of architectural elevation and exterior color scheme requirements of Section 2.B of this Article VIII above, (ii) the type of fencing permitted by Section 2.D of this Article VIII above, and/or (ii) the displaying of any signs for the sale or renting of the Home as prohibited in Section 10 of Article X below. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration or any Supplemental Declaration shall be deemed to have occurred with respect to the Improvements for which the variance was granted.

Section 11. DECLARANT EXEMPTION. Declarant is hereby exempt from having to comply with the requirements of this Article VIII in their entirety.

ARTICLE IX
MAINTENANCE AND REPAIR OBLIGATIONS

Section 1. BY THE ASSOCIATION.

A. The Association, at its expense, shall be responsible for the operation, maintenance, repair and replacement of all of the Improvements and facilities located over, through and upon the Association Property, including without limitation, the Recreation Tract, except public utilities and Community Systems, to the extent same have not been made Association Property. Should any incidental damage be caused to any Home by virtue of the Association's failure to maintain the Association Property as herein required or by virtue of any work which may be performed or caused to be performed by the Association in the maintenance, repair or replacement of any Association Property, the Association shall, at its expense, repair such incidental damage. The Association shall not, however, be responsible for any loss of use, any hardship, an Owner's time or any other consequential or punitive damages.

B. The Association shall operate, maintain, repair and replace the Irrigation System(s), if any, constructed over, through and upon the Property as it shall deem appropriate, including, without limitation, to make such alterations and/or connections at the Association's cost and expense, as are necessary to utilize reclaimed water if and when available by the City and if requested by the City. The Association shall be responsible for the costs associated with the Association's obligations to operate, maintain, repair and replace such Irrigation System(s), including any monthly fees and other costs of water and/or electric usage, if any. There is hereby reserved in favor of the Association, the right to enter upon the Association Property and any and all Lots for the purpose of operating, maintaining, repairing and replacing the Irrigation System(s) over, through and upon the Association Property and all of the Lots within the Property. Each Owner shall be responsible for any damage caused to the Irrigation System(s) by Owner and/or Owner's family members, tenants, invitees and guests, and Owner shall indemnify, defend and hold Association harmless from and against any and all losses, claims, damages and/or liabilities resulting from any such damage.

C. The Association shall operate, maintain and repair the Drainage System constructed over, through and upon the Property (except only those portions of the Drainage System conveyed to or being maintained by the Arborwood CDD, if any, pursuant to this Declaration). Such maintenance of the Drainage System shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance, or other surface water or stormwater management capabilities as permitted by the Water Management District. Any repair or construction of the Drainage System shall be as permitted or, if modified, as approved by the Water Management District. There is hereby reserved in favor of the Association the right to enter upon the Association Property and the Lots for the purpose of operating, maintaining, repairing, and replacing the Drainage System over, through and upon the Property. The Association shall be responsible for all costs associated with its obligations relating to the cleaning, maintenance, repairs and replacement of any portion of the Drainage System (other than the portions thereof conveyed to or being maintained by the Arborwood CDD, if any) as may be necessary to maintain the system in its original condition and use. In the event the Association fails to maintain the Drainage System in accordance with this Declaration and/or the

Water Management District Permit, as the same may be amended from time to time, then the Water Management District shall have the right to (i) enter upon the Property and perform any required maintenance at the expense of the Association, or (ii) commence an enforcement action against the Association, including, without limitation, monetary penalties and injunctive relief, to compel the Association to maintain the Drainage System in accordance with this Declaration and/or the Water Management District Permit. The Association shall be required to reimburse the Water Management District for any expenses incurred by the Water Management District in connection with any maintenance required to be performed by the Water Management District as a result of the Association's failure to timely maintain the Drainage System. The Water Management District shall have a perpetual, nonexclusive ingress, egress and access easement over and across all private streets and roads and all dedicated access easements created on the Plat or any Additional Plat(s), as may be necessary or convenient for the Water Management District to obtain access to and from the Drainage System, and for enabling the Water Management District to carry out any work permitted to be performed by the Water Management District under the Water Management District Permit and/or this Declaration. The registered agent for the Association shall retain a copy of the Water Management District Permit for the Association's benefit.

D. The Association shall be responsible for the maintenance, repair and replacement of all private Streets, Drives, Roads and Roadways located upon the Association Property and there is hereby reserved in favor of the Association the right to enter upon any and all parts of the Association Property and Lots for such purpose. The Association shall also be responsible for the sod, landscaping and irrigation system located within any Street, Drive, Road and/or Roadway cul-de-sac, as applicable.

E. The Association shall initially be responsible for the following landscaping services on each Lot (collectively, the "Home Landscaping Services") with such levels of service and schedule of service as may be determined by the Board from time to time: mowing sod, landscape trimming, weeding, fertilization, exterior pest control spraying, and mulching. Each year, the Board shall review the Home Landscaping Services in connection with the preparation of each annual Budget of the Association and the Board shall have the right to add to, remove and/or discontinue the Home Landscaping Services or any portions thereof, all in the Board's sole and absolute discretion. Notwithstanding the obligation of the Association to perform the Home Landscaping Services, any replacement of dead, dying or decaying sod, trees, shrubs, landscaping and other plant materials within the Lots, for any reason whatsoever, shall be the obligation of the Owners of the Lots upon which such replacement is required.

Notwithstanding the foregoing, such Home Landscaping Services do not and shall not include the up righting and/or removing of any fallen or dislodged trees from any Lot following a tropical storm, hurricane or other Act of God. However, the Association shall have the right, but not the obligation, in preparation of or following a tropical storm, hurricane or other Act of God, to upright and/or remove any fallen or dislodged trees, at the respective Owner's cost and expense, on (i) any Lot, and/or (ii) any grassed areas located between the front and/or side of such Owner's Lot and the street; on behalf of the Owner of such Lot. The Owner of said Lot shall be required to reimburse the Association for the costs and expenses incurred by the Association in connection with the up righting and/or removal of any fallen or dislodged

trees. In that regard, the Association may levy a Special Assessment against such Lot in connection with such costs and expenses, to the exclusion of all other Owners, without the need for obtaining the affirmative assent of at least two-thirds (2/3) of all Members as set forth in Section 3 of Article VII hereof.

Notwithstanding the foregoing, the Association shall have the right, but not the obligation, in preparation of or following a tropical storm, hurricane or other Act of God, to upright and/or remove any fallen or dislodged trees, at the respective Owner's cost and expense on (i) any Lot, and/or (ii) any grassed areas located between the front and/or side(s) of such Owner's Lot and the street; on behalf of the Owner of such Lot. The Owner of said Lot shall be required to reimburse the Association for the costs and expenses incurred by the Association in connection with the up righting and/or removal of any fallen or dislodged trees. In that regard, the Association may levy a Special Assessment against such Lot in connection with such costs and expenses, to the exclusion of all other Owners, without the need for obtaining the affirmative consent of at least two-thirds (2/3) of all Members as set forth in Section 3 of Article VII.

F. To the extent permitted by the appropriate governmental authority, the Association may, but shall not be obligated to, also provide maintenance of all city, County, district or municipal properties which are located within or in a reasonable proximity of the Property to the extent that their deterioration or unkempt appearance would adversely affect the appearance of the Property, including the right to enhance the landscaping in any public right of way.

G. The Association shall be responsible for the maintenance, repair and replacement of any Street Lights, Decorative Street Lights and any associated facilities placed within the Property and any Street Lights, Decorative Street Lights and associated facilities placed in public rights-of-way by agreement between the Association and the public utility responsible therefor located in Marina Bay.

H. Neither the Association nor any Owner shall alter the slopes, contours, or cross sections of the Lakes, Lake banks and littoral zones or chemically, mechanically, or manually remove, damage or destroy any plants in any littoral zones, or Lakes except upon the written approval from the applicable governmental authority. Littoral plantings will be installed in accordance with the permitting requirements of the applicable governmental authorities and may not be altered, relocated or removed by any Owner. The Association shall be responsible for maintaining the required survivorship and coverage of the planted littoral areas, to ensure the ongoing removal of prohibited and invasive non-native plant species from these areas, and to comply with all governmental regulations including, without limitation, all permits issued by governmental and/or quasi-governmental authorities, applicable to the Lakes, Lake banks, and littoral zones.

I. The Association, by action of its Board, may make minor and insubstantial alterations and Improvements to the Association Property having a cost (individually or in the aggregate with others) not in excess of Five Thousand Dollars ($5,000). All other alterations and Improvements must first be approved by at least two-thirds (2/3) of all Members represented in person or by proxy at a meeting called and held in accordance with the Bylaws. No alteration or

Improvement may be made to the Association Property which materially and adversely affects the rights of the Owner of any Lot to the enjoyment of such Owner's Lot or the Association Property unless the Owner and all mortgagees holding recorded mortgages on such Lot consent thereto in writing.

J. All expenses incurred by the Association in connection with the services, operation, maintenance, repair, replacement and other obligations of the Association described in Paragraphs A through I above, inclusive, are Operating Expenses (other than the Home Landscaping Services which shall be Special Service Assessments), payable by each Owner under the provisions of this Declaration concerning Assessments. Should the maintenance, repair, replacement and other obligations provided for in Paragraphs A through I of this Section 1 be caused by the negligence of or misuse by an Owner, such Owner's family, guests, servants, invitees, or tenants, such Owner shall be responsible therefor, and the Association shall have the right to levy an Assessment against such Owner's Lot and said Assessment shall constitute a lien upon the appropriate Lot and Home with the same force and effect as liens for Operating Expenses.

K. The Association has a reasonable right of entry upon any Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of Marina Bay.

L. The Association, being the entity responsible for the ownership, operation, maintenance, repair and replacement of the Association Property as provided in the Marina Bay Documents, hereby agrees to indemnify, defend and hold Declarant and its partners and each of their respective affiliates, shareholders, directors, officers, employees, successor and assigns, harmless from and against any and all any and all claims, suits, actions, causes of action, damages (including, but not limited to, property damage, personal injury and/or death), liabilities, fines, liens, encumbrances, penalties, losses, and expenses (including, but not limited to, attorneys' fees and costs at all trial and appellate level proceedings and whether or not a lawsuit is commenced), arising out of or in any way resulting from or in any way connected with, resulting from and/or arising out of: (i) the Association Property, (ii) any acts or omissions of the Association, its members, directors, officers, managers, employees and/or agents and their respective heirs, successors and assigns, (iii) personal injury, loss of life, or damage to property sustained on or about the Association Property or other property serving the Association, and Improvements thereon, and/or (iv) activities or operations of Association or Owners. Association's obligation to defend the parties described in this paragraph shall be triggered upon any allegation or claim being asserted that, in whole or in part, is to be indemnified or defended pursuant to this subparagraph. If any indemnified party is compelled to enforce Association's obligations in this paragraph, such indemnified party shall recover any and all attorneys' fees and costs incurred in prosecuting such enforcement action in addition to attorneys' fees and costs incurred in defending the underlying allegations or claims. The costs of fulfilling the Association's indemnification, defense and hold harmless obligations in this paragraph shall be Operating Expenses to the extent such matters are not covered by insurance maintained by the Association. Notwithstanding the foregoing, the indemnification and defense obligations in this subparagraph shall not apply to: (1) any damage claim directly asserted by the Association against the Declarant for defects in construction of improvements constructed by the Declarant

on the Association Property provided such claim does not arise out of or result from any third party claim, and/or (2) any gross negligence or willful misconduct by the indemnified parties.

M. The Association shall be responsible to retain and maintain the Conservation Areas in accordance with the Conservation Easement (except only those portions of the Conservation Easement Areas conveyed to or being maintained by the Arborwood CDD, if any, pursuant to this Declaration). The Conservation Areas may in no way be altered from the enhanced natural condition as authorized by the Water Management District Permit and shall be maintained in accordance with the Conservation Easement. Activities prohibited within the Conservation Areas (other than clearing and construction for drainage facilities) include, but are not limited to, construction of any Improvements; dumping or placing other substances such as trash; removal or destruction of, trees, shrubs or other vegetation (other than exotic/nuisance vegetation removal); excavation, dredging or removal of soil material; diking or fencing; and any other activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat conservation or preservation.

Section 2. BY THE OWNERS.

A. Except only for the Home Landscaping Services to be performed by the Association as provided in Section 1.E of this Article IX above, the Owner of each Lot must keep and maintain the Lot and the Improvements thereon, including equipment and appurtenances, in good order, condition and repair, and must perform promptly all maintenance and repair work within, upon and outside of such Owner's Home which, if omitted, could adversely affect Marina Bay, the other Owners or the Association and its Members. The Owner of each Lot shall be responsible for any damages caused by a failure to so maintain such Lot, Improvements and Home. The Owners' responsibility for maintenance, repair and replacement shall include, but not be limited to, all of the physical structures constructed in, upon, above or below the Lot, and physical items attached or connected to such structures that run beyond the boundary line of the Lot which exclusively service or benefit the Lot and Home. Without limiting the generality of the foregoing, the Owner of each Lot shall keep all drainage structures (such as catch basins), if any, located on the Owner's Lot clear of grass, leaves and other debris. Additionally, the painting, caulking and maintenance of the exterior surface of all walls (including, without limitation, any masonry walls extended from the rear of the Home), doors, windows and roof of the physical structure of the Home shall be performed by the Owner, and the exterior surface of such walls, doors, windows and roof shall at all times be maintained in a good and serviceable condition with no damage or other defect therein by the Owner. The Owner of a Lot further agrees to pay for all utilities (including, without limitation, those provided by the Community Systems), such as telephone, cable or satellite television, water (including water associated with irrigation), sewer, sanitation, electric, etc., that may be separately billed or charged to each Home. The Owner of each Lot shall be responsible for insect and pest control within the Home. Whenever the maintenance, repair and replacement of any items which an Owner is obligated to maintain, repair or replace at such Owner's own expense is occasioned by any loss or damage which may be covered by any insurance maintained in force by the Association, the proceeds of the insurance received by the Association shall be used for the purpose of making such maintenance, repair or replacement, except that the Owner shall be, in said instance, required to pay such portion of the costs of such maintenance, repair and replacement as shall, by reason of the applicability of any deductibility provision of such

insurance or otherwise, reduce the amount of the insurance proceeds applicable to such maintenance, repair or replacement.

In addition to the foregoing, the Owner of each Home shall maintain appropriate climate control, keep his or her Home clean, promptly repair any leaks and take necessary measures to retard and prevent mold, fungi, mildew and mycotoxins from accumulating in the Home. Each Owner shall be required to clean and dust such Owner's Home on a regular basis and to remove visible moisture accumulation on windows, window sills, walls, floors, ceilings and other surfaces as soon as reasonably possible and must not block or cover any heating, ventilation or air-conditioning ducts, and to properly maintain and have serviced on a regular basis, the Home's HVAC system. Each Owner of a Home shall be responsible for damage to such Owner's Home and personal property as well as any injury to the Owner of a Home and/or occupants of the Home resulting from the Owner's failure to comply with these terms. Each Owner of a Home shall be responsible for the repair and remediation of all damages to the Home caused by mold, fungi, mildew and mycotoxins. While the foregoing are intended to minimize the potential developments of molds, fungi, mildew and other mycotoxins, each Owner understands and agrees that there is no method for completely eliminating the development of same. Declarant does not make any representations or warranties regarding the existence or development of molds, fungi, mildew or mycotoxins, and each Owner on behalf of themselves and their family members, guests, invitees, tenants, successors and assigns shall be deemed to and by acceptance of a deed or title to the Home or by use of the Home, waives and expressly releases any such warranty and claims for loss or damages (including, without limitation, property damage and/or personal injury) resulting from the existence and/or development of same.

Owners of all Homes shall also be responsible to: fix leaks in and otherwise maintain and repair the roofs of their Homes; repair or replace, as necessary, broken or damaged window(s) on the Home; replace any dead or obviously dying trees on their Lots; and maintain, repair and replace any fences on their Lots. Owners of Homes shall also clean, maintain, repair and replace the driveways located on their Lots and keep the sidewalks, if any, located on or contiguous to their Lots clean and free from any stains, trash, debris and/or impediments to pedestrian traffic.

B. The Owner of each Lot shall maintain, repair and replace as needed any fencing on their Lot, clean, maintain and repair the driveway on their Lot, and keep the sidewalk located on and/or adjacent to their Lot clean and free from any stains, trash, debris and/or impediments to pedestrian traffic.

C. If a Home is damaged by fire or other casualty, its Owner shall properly and promptly restore it to at least as good a condition as it was before the casualty occurred. Any such work shall be in accordance with the original plans and specifications of the Home unless otherwise authorized by the Board and shall be otherwise subject to all provisions of Article VIII hereof.

D. Each Owner shall keep such Owner's Home insured in an amount not less than its full insurable value against loss or damage by fire or other hazards. Evidence of such coverage shall be furnished to the Association promptly upon the Board's request.

E. If an Owner fails to comply with the foregoing provisions of this Section 2, the Association may proceed in court to compel compliance. Further, if the failure to comply relates to the Owner's obligations to maintain insurance, the Association shall be entitled, although not obligated, to obtain the required coverage itself and to levy on the offending Owner an Assessment equal to the cost of premiums, and any such Assessment shall constitute a lien upon the applicable Lot and Home with the same force and effect as a lien for Operating Expenses.

F. If a failure to comply with the provisions of this Section 2 relates to the Owner's obligation to maintain and care for the Home, landscaping or any other area required to be maintained and cared for by the Owner, then, in addition to the exercise of all other remedies, the Association or Declarant shall have the right but not the obligation, upon fifteen (15) days written notice, to enter the Lot of the Owner for the purpose of performing the maintenance and care referred to, set forth and described in the notice, and to levy on the offending Owner an Assessment equal to the cost of performing such maintenance and care. Any such Assessment shall constitute a lien upon the applicable Lot and Home with the same force and effect as a lien for Operating Expenses. The determination of whether an Owner is failing to properly maintain and care for the property for which he has the maintenance responsibility under this Declaration or any of the other Marina Bay Documents shall be determined in the sole discretion of the Association or Declarant.

Section 3. DAMAGE TO BUILDINGS. The Owner of any Home which has suffered damage may apply to the Committee for approval for reconstruction, rebuilding, or repair of the Improvements therein. The Committee shall grant such approval only if, upon completion of the work, the exterior appearance of the Improvement(s) will be substantially similar to that which existed prior to the date of the casualty. If the obligation for repair falls upon the Association, the Committee approval will not be required prior to the commencement of such work, so long as the exterior appearance of the Improvement(s) will be substantially similar to that which existed prior to the date of the casualty.

The owner or owners of any damaged building (including, without limitation, the Owner of a Lot and/or Home), the Association, and the Architectural Control Committee shall be obligated to proceed with all due diligence hereunder and the responsible parties shall commence reconstruction within three (3) months after the damage occurs and complete reconstruction within one (1) year after the damage occurs, unless prevented by causes beyond such parties' reasonable control.

The Declarant shall be exempt from the provisions of this Section 3, provided that any such reconstruction, rebuilding or repairs made by the Declarant shall be consistent, as to the exterior appearance, with the Improvements as they existed prior to the damage or other casualty.

ARTICLE X
USE RESTRICTIONS

All of the Property shall be held, used, and enjoyed subject to the following limitations and restrictions, the Rules and Regulations and any and all additional rules and regulations which may, from time to time, be adopted by the Association, except as provided in Article X, Section 19 below:

Section 1. ENFORCEMENT. Failure of an Owner to comply with any limitations or restrictions in this Declaration or any of the Marina Bay Documents or with any other rules and regulations promulgated by the Association shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. Without limiting the generality of the foregoing, an Owner shall also be responsible for the payment of any and all Legal Fees incurred by the Association in connection with the enforcement of this Declaration or any of the Marina Bay Documents or with any rules or regulations promulgated by the Association, whether or not an action is actually begun. Any such Legal Fees shall be paid not later than thirty (30) days after written notice thereof and if not paid within such thirty (30) day period, shall constitute a lien upon the applicable Lot and Home with the same force and effect as a lien for Operating Expenses

Notwithstanding the rights of the Association hereunder to enforce to the terms and provisions of the Marina Bay Documents, the Water Management District shall also have the right to take enforcement action, including a civil action for an injunction and penalties, against the Association to compel the Association to correct any failure by the Association to operate, maintain and repair the Drainage System in accordance with the Water Management District Permit.

In addition to all other remedies, the Association may suspend, for a reasonable period of time, any or all of the rights of an Owner or an Owner's tenants, guests or invitees to use Association Property and facilities (including, without limitation, cable television and other services provided by Community Systems) for violations of the Marina Bay Documents; and suspend the voting rights of an Owner if such Owner is delinquent in payment of assessments for more than ninety (90) days; and may levy reasonable fines against any Owner or any Owner's tenant, guest or invitee for failure of such Owner, and/or such Owner's family, guests, invitees, tenants or employees to comply with any of the Marina Bay Documents, provided the following procedures are adhered to:

A. Notice. The Association shall notify the Owner in writing of the noncompliance and set forth the corrective action to be taken. A fine or suspension of use rights may not be imposed without notice of at least fourteen (14) days to the Owner sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director, or employee of the Association. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. If the Association desires to impose a fine or suspend the use rights of an Owner, the Association shall comply with the requirements of Florida Statutes §720.305(2)(a). At the

Association's option, any fine may be levied on a daily basis in the event of a continuing violation without the necessity of a new hearing and without any limitation on the amount of such fine. Fines as provided in this paragraph and elsewhere in the Marina Bay Documents may exceed One Thousand and No/100 ($1,000.00) Dollars.

B. Hearing. Should the Owner still be in noncompliance, the noncompliance shall be presented to the Board after which the Board shall hear reasons why a fine should or should not be imposed. A written decision of the Board shall be submitted to the Owner, as applicable, not later than twenty-one (21) days after said meeting.

C. Payment. A fine shall be paid not later than thirty (30) days after notice of the imposition of the fine.

D. Fines. A fine shall be treated as an Assessment subject to the provisions of the collection of Assessments as otherwise set forth herein. All monies received from fines shall be allocated as directed by the Board, subject always to the provisions of this Declaration.

E. Failure to Pay Assessments. Notwithstanding anything to the contrary contained herein, unless contrary to applicable law, Notice and Hearing as provided in Subparagraphs A and B above or elsewhere in the Marina Bay Documents, shall not be required with respect to the imposition of suspension of use or voting rights or fines upon any Owner because of such Owner's failure to pay Assessments or other charges, or any other monetary obligation due to the Association when due, if such non-payment exceeds more than ninety (90) days.

F. Access. Suspension of use rights to Association Property shall not impair the right of an Owner or tenant of a Lot and/or Home to have vehicular and pedestrian ingress to and egress from such Lot and/or Home, including, but not limited to, the right to park.

Section 2. NUISANCES. No obnoxious or offensive activity as determined by the Board shall be carried on or about the Lots or in or about any Improvements, Homes, or on any portion of Marina Bay nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any Owner. No use or practice shall be allowed in or around the Homes which, as determined by the Board, is a source of annoyance to Owners or occupants of Homes or which interferes with the peaceful possession or proper use of the Homes or the surrounding areas. No loud noises or noxious odors as determined by the Board shall be permitted in any Improvements, Homes or Lots. Without limiting the generality of any of the foregoing provisions, no horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, unlicensed off-road motor vehicles or any items which may unreasonably interfere with television or radio reception of any Owner shall be located, used or placed on any Lot, or exposed to the view of other Owners without the prior written approval of the Board.

Section 3. PARKING AND VEHICULAR RESTRICTIONS. Parking upon the Property shall be restricted to the driveway and garage located upon each Lot and designated parking areas within the Association Property. No Owner shall store any items, materials or other

personal property in the garage of such owner's Home to the extent such storage would limit or prohibit the use of the garage for the parking of vehicles. No parking on the streets or swales is permitted except as may be expressly permitted in the Rules and Regulations. No Owner shall keep any vehicle on any Lot which is deemed to be a nuisance by the Board. No Owner shall conduct repairs taking more than twenty-four (24) hours (except in an emergency or except within the garage of the Home with the garage door closed) or restorations of any motor vehicle, boat, trailer, golf cart or other vehicle upon any Lot. No commercial vehicle, trailer, recreational vehicle, boat or boat trailer may be parked or stored on the Property except in the garage of a Home located upon a Lot. No motor home, bus or tractor-trailer or any other truck larger than a full-size pickup truck may be parked on the Property, except temporarily as in the case of a moving van or other such vehicle necessary to provide service to an Owner and with the exception of any vehicles necessary for any construction activity being performed by or on behalf of Declarant.

Section 4. NO IMPROPER USE. No improper, offensive, hazardous or unlawful use shall be made of any Home nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to any person using any portion of the Property. All valid laws, zoning ordinances, orders, rules, regulations, codes and other requirements of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, ordinances, orders, rules, regulations, codes or other requirements of any governmental agency having jurisdiction thereover relating to any Home or Lot shall be corrected by, and at the sole expense of, the Owner of said Home and/or Lot.

Section 5. LEASES. No portion of a Home (other than an entire Home) may be rented. All leases shall provide, and if they do not so provide then the leases shall be deemed to provide, that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles, the Bylaws, the Rules and Regulations, or of any other agreement, document or instrument governing the Lots or Homes. The Owner of a leased Home shall be jointly and severally liable with such Owner's tenant for compliance with the Marina Bay Documents and to the Association to pay any claim for injury or damage to property caused by the negligence of the tenant. Every lease shall be subordinate to any lien filed by the Association whether before or after such lease was entered into. Each Owner shall be required to use a lease addendum which provides, among other things, that the tenant will pay the rent due under the lease directly to the Association upon receipt of notice from the Association that the Owner is delinquent in amounts due to the Association. The Association has the right to require Owners to use a lease addendum the form of which may be prepared by the Association providing for, among other things, the foregoing. Even if such lease addendum is not included, each lease entered into by Owner for a Home shall be deemed to include the foregoing by this reference.

Within five (5) days following execution of a lease for a Home, but in no event later than occupancy of the Home by a tenant, Owner shall: (a) notify the Association in writing with the name of the tenant and all of tenant's family members or others that will be occupying the Home, and (b) provide the Association with a true, correct and complete copy of the lease agreement. In the event Owner fails to timely comply with the foregoing, such lease shall be null and void and of no further force or effect, and Owner shall be in violation of this Declaration.

The provisions of this Section 5 shall also apply to renewals of leases. In no event shall subleases or assignment of leases be permitted.

In the event that an Owner is delinquent in the payment of his or her Assessments or other sums due and owing to the Association, the Lot shall not be leased until such amounts are paid in full or unless the Association consents, in writing, to any such lease. If the Lot is leased in violation of this provision, the Association may terminate the lease and evict the tenants in addition to imposing all other available remedies. In the event an Owner is in default in the payment of Assessments or other sums due and owing to the Association and the Owner's Lot is leased, the Association shall have the right and authority to collect the rent to be paid by the tenant to the Owner directly from the tenant. In the event such tenant fails to remit said rent directly to the Association within ten (10) days (but no later than the day the next rental payment is due) from the day the Association notified such tenant in writing that the rents must be remitted directly to the Association, the Association shall have the right to terminate the lease and evict the tenant. All sums received from the tenant shall be applied to the Owner's account for the leased Lot according to the priority established in Section 720.3085, Florida Statutes, until the Owner's account is current. All leases entered into by an Owner shall be deemed to automatically incorporate this provision and all the Owners hereby appoint the Association its agent for such purpose. The Association may, without further approval of the Owner of the leased Lot, terminate the lease for violations of the Declaration by the tenants, or the tenant's family or guests and thereafter evict the tenants from the Lot.

In addition to any notice to a tenant of a Lot permitted to be given by law, an Owner by acceptance of a deed to a Lot, does hereby irrevocably grant to the Association (and its officers, directors, designees, agents, and employees) and to any professional management or accounting firm providing management or accounting services to the Association, the right to notify, in writing, the tenant of the Lot of any delinquency by the Owner of the Lot in payment of any monetary obligations due to the Association, including but not limited to the amount thereof. Further each Owner hereby agrees and acknowledges that the disclosure of any of Owner's delinquent monetary obligations due to the Association, as provided in the preceding sentence, shall not be construed or be deemed to be a violation of the Fair Debt Collection Practices Act ("FDCPA") 15 U.S.C. Section 1692 et. seq.

Section 6. ANIMALS AND PETS. Only common domesticated household pets may be kept on any Lot or in a Home, but in no event for the purpose of breeding or for any commercial purposes whatsoever. No other animals, livestock, horses, reptiles or poultry of any kind shall be kept, raised, bred or maintained on any portion of the Property. Permitted pets shall only be kept subject to and in accordance with the Rules and Regulations. Any pet must be carried or kept on a leash when outside of a Home or fenced-in area. No pet shall be kept tied up outside of a Home or in any screened porch or patio, unless someone is present in the Home. An Owner shall immediately pick up and remove any solid animal waste deposited by such Owner's pet on the Property. An Owner is responsible for the cost of repair or replacement of any Association Property damaged by such Owner's pet.

Notwithstanding the foregoing, under no circumstances shall a Pit Bull (as hereinafter defined), Rottweiler, Doberman Pinscher, Presa Canario (canary dog) or "Dangerous Dog" (as

hereinafter defined) be permitted on the Property. As used in this Declaration: (i) a "Pit Bull" is defined as any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any dog displaying a majority of the physical traits of any one (1) or more of the above breeds, or any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds; and (ii) a "Dangerous Dog" is defined as a dog which meets any one (1) of the following criteria: (a) has aggressively bitten, attacked, endangered or inflicted severe injury on a human being at any time whether on or off the Property, (b) has severely injured or killed a domestic animal at any time whether on or off the Property, or (c) has, when unprovoked, chased or approached any person upon the Streets, Drives, Roads, Avenues, Roadways and/or Sidewalks, or any other portion of the Property in a menacing fashion or apparent attitude of attack; provided, however, a dog shall not be a "Dangerous Dog" if the threat, injury, death or damage was sustained by a person who, at the time, was unlawfully on the Property (or any portion thereof), or, while lawfully on the Property (or any portion thereof), was tormenting, abusing or assaulting the dog or its owner or a family member; provided further, that no dog may be a "Dangerous Dog" if the dog was protecting or defending a human being within the immediate vicinity of the dog from an unjustified attack or assault.

Each Owner who determines to keep a pet hereby agrees to indemnify the Association and Declarant and hold each of the Association and Declarant harmless against any loss or liability of any kind or character whatsoever arising from or growing out of such Owner having any animal on the Property.

Section 7. ADDITIONS AND ALTERATIONS. No Home shall be enlarged by any addition thereto or to any part thereof, and no Owner shall make any Improvement, addition, or alteration to the exterior of such Owner's Home, including, without limitation, the painting, staining, or varnishing of the exterior of the Home, including doors, garage doors, driveways and walkways, without the prior written approval of: (i) the Committee as set forth in Article VIII of this Declaration, which approval may be withheld for purely aesthetic reasons, (ii) the DRC as set forth in Article VIII of this Declaration with respect to any matter that is a Required Approval Matter, and (iii) all applicable governmental entities. Without limiting the generality of the foregoing, and except as otherwise specifically provided herein, no planting, landscaping and/or Improvements whatsoever shall be installed or constructed in: (a) the Lakes, (b) any Rear Yard Drainage Swale Easements on Non-Lake Lots except as expressly set forth in and subject to the terms and conditions of Section 7 of Article IV above, and/or (c) in any Drainage Easements.

Section 8. INCREASE IN INSURANCE RATES. No Owner may engage in any action which may reasonably be expected to result in an increase in the rate of any insurance policy or policies covering or with respect to any portion of the Property not owned by such Owner.

Section 9. SLOPES AND TREES. No Owner may engage in any activity which will change the slope or drainage of a Lot, including, without limitation, lake bank slopes. In that regard and without limiting the generality of the foregoing, no Owner may alter the slopes, contours or cross-sections of the Lakes, Lake banks, littoral zones, canals, or canal banks; or chemically, mechanically or manually remove, damage or destroy any plants in any littoral zones. All trees and other landscaping within Marina Bay have been installed in accordance with a landscape

plan that meets the requirements of the County Land Development Code. As a result, no additional trees are permitted to be planted on the Property by any Owner and no trees are permitted to be removed from the Property (other than dead or dying trees which are being replaced with trees of the same species) without the prior written consent of Declarant for as long as Declarant owns a Lot, and thereafter, without the prior written consent of the Board. Any Owner who removes or installs any tree upon their Lot which is not in conformance with the approved landscape plan shall be responsible for any costs, fines and fees imposed by the County as a result of such action. Declarant and the Association shall each (acting alone) have the right, but not the obligation, after ten (10) days prior notice and demand to do so, to remove (at such Owner's cost and expense) any trees or other landscaping installed by or on behalf of an Owner which is not in accordance with this Declaration.

Section 10. SIGNS. No sign, display, poster, advertisement, notice, lettering or other advertising device of any kind whatsoever (including, without limitation, "For Sale", "For Rent" or "By Owner" or any other signs for the sale or renting of homes) may be exhibited, displayed, inscribed, painted or affixed in public view of any portion of any building or other Improvement in the Property (including, without limitation, a Home) without the prior written consent of the Board, which consent may be given, withheld or conditioned in the sole and absolute discretion of the Board. Neither the Board nor the Committee shall consent to any type of "For Sale", "For Rent", "By Owner" or similar sign for the renting or sale of a Home so long as Declarant owns a Lot in Marina Bay or so long as Declarant or any of Declarant's affiliates (or any of their respective successors or assigns) are conducting sales and marketing of Homes in Marina Bay or other communities developed or marketed by Declarant or its affiliates, whichever is later. Signs, regardless of size, used by Declarant or any of Declarant's affiliates, or any of their successors or assigns, for advertising or marketing during the construction and sale period of Marina Bay or other communities developed and/or marketed by Declarant or its affiliates and other signs authorized by Declarant shall be exempt from this Section 10. Such sign or signs as Declarant may be required to erect under the terms of an Institutional Mortgage shall also be exempt from this Section 10. This provision may not be amended without the prior written consent of Declarant. This provision may not be amended without the prior written consent of Declarant.

Section 11. TRASH AND OTHER MATERIALS. No rubbish, trash, garbage, refuse, or other waste material shall be kept or permitted on the Lots and/or Association Property, or other portions of the Property, except in sanitary, self-locking containers located in appropriate areas (i.e., areas not visible from the street or any other Lot other than at times of scheduled trash pick up), and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, offensive, detrimental or a nuisance to Owners or to any other property in the vicinity thereof or to its occupants. No clothing or other household items shall be hung, dried, or aired in such a way as to be visible from the Association Property or another Lot. No stripped vehicles, lumber or other building materials, grass, tree clippings, metals, scrap, automobile pieces or parts, refuse, or trash shall be stored or allowed to accumulate on any portion of the Property (except when accumulated during construction by Declarant, during construction approved by the Committee, or when accumulated by the Association for imminent pick-up and discard).

Section 12. TEMPORARY STRUCTURES. No tent, shack, shed or other temporary building or Improvement, other than separate construction, service and sales trailers to be used by Declarant, Declarant's affiliates, and/or their respective agents and contractors, for the construction, service and sale of Marina Bay or other communities, shall be placed upon any portion of the Property, either temporarily or permanently. No trailer, motor home or recreational vehicle shall be: (a) used as a residence, either temporarily or permanently, or (b) parked upon the Property.

Section 13. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, boring or mining operations of any kind shall be permitted upon or on any Lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 14. SEWAGE DISPOSAL. No individual sewage disposal system shall be permitted on any of the Property, provided that a central sewage disposal system is being operated in accordance with the requirements of the governmental regulatory body having jurisdiction over said central system.

Section 15. WATER SUPPLY. No individual water supply system shall be permitted on any of the Property, provided that one or more central water supply systems are being operated in accordance with requirements of the governmental body having jurisdiction over said central system.

Section 16. FENCES. Any fence placed upon any Lot must be approved by the Committee, as provided in Article VIII hereof, prior to installation. In no event may the Committee approve any request for a fence to be placed in any of the following areas ("Fence Restricted Areas"): (a) the area between the front of a Home and the Street, Drive, Road or Roadway at the front of the Lot on which the Home is situated, (b) any Lake, or (c) any Drainage Easement within the Property as set forth on the Plat, any Additional Plat or in a separate instrument recorded in the public records of the County except as expressly set forth below or in the Rules and Regulations. Landscaping that creates a hedge or vegetative fence must comply with all fencing guidelines and requirements including, without limitation, those relating to height restrictions, permissible locations, and the installation of operable gates (or openings of similar size thereof). The Owner assumes complete responsibility to maintain the fence, including, but not limited to, trimming any grass, ivy or other plants from the fence. In the event the Committee approves the installation of a fence, it shall also have the right to require installation of landscaping, also subject to the Committee's approval, at the time the fence is installed.

Notwithstanding that an Owner has obtained the approval of the Committee to install a fence or landscape materials, as provided hereinabove, such installation shall be at the Owner's sole risk so long as Declarant has not yet begun or is engaged in the construction of a Home on an adjacent Lot. Declarant shall have the right (but not the obligation), in its sole discretion, to temporarily remove the fence if necessary in order to complete construction of the Home on the adjacent Lot. In the event such construction activity on an adjacent Lot or Declarant's temporary removal of the fence causes damage to or destruction of such Owner's fence or landscape

materials or any part thereof, the Owner on whose Lot the fence and/or landscaping has been damaged shall be required, at the Owner's expense, to repair or replace such fence and/or landscape materials in conformance with the requirements of the Committee's approval of the initial installation of the fence and/or landscape materials and Declarant shall have no liability for any such damage or destruction. Such repair or replacement shall commence as soon as construction on the adjacent Lot has been completed and shall be pursued to completion with due diligence. For purposes of this paragraph, the term "landscape materials" shall include landscape materials located on or adjacent to any property line of a Lot, including, by way of example and not of limitation, hedges, shrubs and trees, whether associated with a fence or not.

In addition, the installation of any fence placed upon any Lot is subject to easements which run with the land. In the event that any fence is approved by the Committee and is permitted to cross any such easements, such Committee's approval is still subject to Owner first receiving written approval from the grantee of such easements and all other applicable governmental authorities. In the event the grantee of any such easement which runs with the land (i.e., FPL, utility provider or the County), its successors and/or assigns, requires the removal of any fence upon the Lot, then the Owner of said Lot shall, at the Owner's sole cost and expense, immediately remove the fence. Notwithstanding the foregoing or any permit, DRC approval or governmental approval to the contrary, no fence may be installed within any Fence Restricted Area. The Owner of a Lot, when installing any fence upon the Lot, shall comply with all valid laws, zoning ordinances, codes, rules and regulations of all applicable governmental bodies, as applicable, in addition to the Committee approval and DRC approval (if applicable) required by Article VIII hereof.

Each Owner acknowledges and agrees that in order for the Association to provide the Home Landscaping Service on the Lot as provided in this Declaration, it is necessary for the Association to have access to the lawn and landscaping on the Lot. Accordingly, in the event that an Owner of a Lot desires to install a fence on such Owner's Lot, the Committee's approval of such fence may be conditioned upon, among other things, the installation of operable gates in locations and of sufficient width approved by the Committee including, without limitation, the front and both sides of the Home. In the event Owner fails to install such operable gates, Owner shall be responsible for the maintenance and care of the lawn and landscaping on the Lot, if any, in the portion of the Lot which becomes enclosed by the fence construction. In such event, the Association shall no longer provide any Home Landscaping Services to such enclosed portion(s) of the Lot and Owner shall not be excused from payment of the Special Service Assessments for the Home Landscaping Services or entitled to any reduction in Assessments in turn for being responsible for such maintenance and care. In the event the Owner fails to properly maintain his Lot and/or Home pursuant to this subparagraph, then the Association or Declarant shall have the right but not the obligation, upon fifteen (15) days written notice, to enter the property of the Owner for the purpose of performing the maintenance referred to, set forth and described in the notice. The determination of whether an Owner is failing to properly maintain and care for the property for which he has the maintenance responsibility shall be determined in the sole discretion of the Association or Declarant. Further, if failure to comply relates to the Owner's obligations to maintain and care for such Owner's Lot, Home or other Improvement, the Association shall be entitled, but not obligated, to perform such maintenance and care itself and to levy on the offending Owner an Assessment equal to the cost of performing such maintenance

and any such Assessment shall constitute a lien upon the applicable Lot and Home with the same force and effect as a lien for Operating Expenses.

In addition, no Owner shall be permitted to install a fence within any Drainage Easement without the prior written consent of the Committee, which consent shall be conditioned and subject to Owner's compliance with all of the following:

(i) Owner shall, at Owner's sole cost and expense, obtain all permits and written approvals from the applicable governmental authorities (including, without limitation, the SFWMD) having jurisdiction over the Drainage Easement, as applicable.

(ii) Owner shall be required to install one or more operable gates within said affected easement area(s), in location(s) determined by the Committee in its sole discretion, and sufficient to provide adequate access to the Association to exercise its rights and to perform its maintenance obligations required under this Declaration.

(iii) In connection with the installation of such fence, the Owner shall not change or alter the slope or drainage of any portion of the affected Drainage Easement. Moreover, no alteration of a drainage swale, drainage lines, and other equipment shall be authorized and any damage to any drainage swale, drainage lines, and other equipment, shall be repaired by Owner, at Owner's sole cost and expense. The Drainage Easement, as applicable, shall be immediately returned to the condition in which it existed at the time of the initial conveyance of the Lot by Declarant.

(iv) In the event the Association and/or governmental authorities wish to obtain ingress and/or egress to the Drainage Easement for any purpose including, without limitation, installation, maintenance or repairs of the improvements located therein, Owner shall, at its sole cost and expense, remove those portions of the fence which may be required in order for the Association and/or governmental authorities to obtain access in and to the improvements. Except for emergency situations, in the event the Owner fails to comply within fifteen (15) days of receipt of written notice from the Association and/or the governmental authorities requesting the removal of the fence, the Association may remove any and all portion of the fence and Owner shall be responsible for all removal costs. The Association shall be entitled to levy an assessment equal to the costs of the fence removal against the Owner and its respective Lot, and such Assessment shall constitute a lien upon the applicable Lot with the same force and effect as a lien for Operating Expenses.

Section 17. ANTENNAE. No outside television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any portion of the Property or upon any improvements thereon, unless expressly approved in writing by the Association, except that this prohibition shall not apply to those satellite dishes that are one (1) meter (39.37 inches) in diameter or less, and specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000, as amended, promulgated

under the Telecommunications Act of 1996, as amended from time to time. The Association is empowered to adopt, and amend from time to time, rules governing the types of antennae which may be permitted and restrictions relating to safety, location and maintenance of antennae. The Association may also adopt (and amend from time to time) and enforce reasonable rules limiting installation of permissible satellite dishes or antennae to certain specified locations, not visible from the street or neighboring properties, and integrated with the Property and surrounding landscape, to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules and provided the cost of complying with such rules would not unreasonably increase the cost of installation of permissible satellite dishes or antennae. Any permissible satellite dishes or antennae shall be installed in compliance with all federal, state and local laws and regulations, including zoning, land-use and building regulations. Further, any Owner desiring to install permissible satellite dishes or antennae may, but is not obligated to, submit plans and specifications for same to the Committee to ensure compliance with the Association's rules governing the types of permissible satellite dishes and antennae and restrictions relating to safety, location and maintenance of satellite dishes and antennae. This Section 17 shall not apply to the Declarant.

Section 18. IMPROPER USE OF ASSOCIATION RECORDS, DIRECTORIES AND COMMUNICATIONS. No Member, Owner, or Tenant shall use the Association's Official Records, membership directories or other Association communications such as, by way of example and not limitation, e-mails containing one or more Member's e-mail addresses, for any purpose whatsoever other than as strictly related to Association business. Failure to comply with the requirements of this Section 18 shall, without limitation, constitute a nuisance for which the Association may, in addition to any and all other remedies available to the Association, seek an injunction against the offending Member(s), Owner(s) and/or Tenant(s).

Section 19. CONSERVATION AREAS The Conservation Areas shall not, in any way, be altered from their natural state except as provided for by the Conservation Easement. Activities prohibited within the Conservation Areas (other than clearing and construction for drainage facilities) include, but are not limited to, construction or placing of buildings on or above the ground; dumping or placing other substances such as trash; removal or destruction of trees, shrubs, or other vegetation (other than exotic/nuisance vegetation removal); excavation, dredging or removal of soil material; diking or fencing; any other activities detrimental to drainage, flood control, water conservation, erosion control or fish and wildlife habitat conservation or preservation

Section 20. DECLARANT EXEMPTION Declarant plans to undertake the work of constructing Homes and Improvements upon the Property and may undertake the work of constructing other buildings upon adjacent land or other property being developed or marketed by Declarant or its affiliates. The completion of the aforementioned work and the sale, rental and other transfer of Homes by Declarant and Declarant's affiliates are essential to the establishment and welfare of the Property as a residential community. In order that such work may be completed and a fully occupied community established as rapidly as possible, neither the Owners, the Association nor the Committee shall do anything whatsoever to interfere with any of Declarant's or Declarant's affiliates' activities relating to the selling or constructing of Homes and Improvements upon the Property, the selling or constructing of other buildings upon adjacent

land or any other property being developed or marketed by the Declarant or any of Declarant's affiliates, or the sale, rental and/or other transfer of Homes by Declarant or any of Declarant's affiliates. In this respect, Declarant hereby reserves the right for itself and its employees, agents, licensees, and invitees to come upon any and all portions of the Property (including, without limitation, the Association Property as well as a Lot even after the same has been conveyed to an Owner) as may be necessary or convenient to enable Declarant to carry on its work and other activities including, without limitation, Declarant's development and construction of Marina Bay and the Homes therein.

In general, the restrictions and limitations set forth in this Article X shall not apply to the Declarant or to Lots owned by the Declarant. Declarant shall specifically be exempt from any restrictions which interfere in any manner whatsoever with Declarant's plans for development, construction, sale, lease, or use of the Property and to the Improvements thereon. Declarant shall be entitled to injunctive relief for any actual or threatened interference with its rights under this Article X in addition to whatever remedies at law to which it might be entitled.

ARTICLE XI
DAMAGE OR DESTRUCTION TO ASSOCIATION PROPERTY

Damage to or destruction of all or any portion of the Association Property shall, notwithstanding any provision in this Declaration to the contrary, be handled as follows:

A. If insurance proceeds are sufficient to effect total restoration of damaged or destroyed Association Property, then the Association shall cause such Association Property to be repaired and reconstructed substantially as it previously existed.

B. If insurance proceeds are insufficient to effect total restoration, and the cost of restoration exceeds such proceeds by Twenty-Five Thousand Dollars ($25,000.00) or less, then the Association shall cause the Association Property to be repaired and reconstructed substantially as it previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a Special Assessment proportionately against each of the Lots in accordance with the provisions of Articles VI and VII herein.

C. If the insurance proceeds are insufficient to effect total restoration and the cost of restoration of the Association Property exceeds said proceeds by over Twenty-Five Thousand Dollars ($25,000.00), then by the written consent or vote of a majority of the voting interests, they shall determine whether: (i) to rebuild and restore either: (a) in substantially the same manner as the Improvements existed prior to the damage or destruction; or (b) in a manner less expensive, and in the event of (a) or (b) to raise the necessary rebuilding and restoration funds by levying pro rata restoration and construction Special Assessments against all Lots; or (ii) to not rebuild and to retain available insurance proceeds. In the event it is decided that the damaged or destroyed Association Property shall not be rebuilt, the remains of any structure or structures shall be torn down and hauled away, so as not to be a safety hazard or visual nuisance, and the land shall be fully sodded and landscaped or otherwise treated in an attractive manner. Notwithstanding anything contained herein to the contrary, any decision not to rebuild or to rebuild in a manner which would result in a change in the Improvements shall not be effective

without the prior written approval of Declarant (which approval may be given, conditioned or withheld in Declarant's sole and absolute discretion) as long as Declarant owns any portion of the Property.

D. Each Owner shall be liable to the Association for any damage to the Association Property not fully covered or collected by insurance which may be sustained by reason of the negligence or willful misconduct of said Owner or of such Owner's family, tenants, invitees and guests, both minors and adults.

E. In the event that the repairs and replacements were paid for by any Special Assessments as well as insurance proceeds and regular Assessments, then, if after the completion of and payment for the repair, replacement, construction or reconstruction there shall remain any excess in the hands of the Association, it shall be presumed that the monies disbursed in payment of any repair, replacement, construction and reconstruction were first disbursed from insurance proceeds and regular Assessments and any remaining funds shall be deemed to be the remaining Special Assessments which shall be returned to the Owners by means of a *pro rata* distribution in accordance with the collection of such Special Assessments.

ARTICLE XII
INSURANCE AND CONDEMNATION

The Association shall purchase and maintain the following insurance coverages subject to the following provisions, and the cost of the premiums therefor shall be a part of the Operating Expenses:

Section 1. CASUALTY INSURANCE. Property and casualty insurance in an amount equal to the then full replacement cost, exclusive of land, foundation, excavation and other items normally excluded from such coverage, of all Improvements and personal property which are owned by the Association and now or hereafter located upon the Association Property, which insurance shall afford protection against such risks, if any, as shall customarily be covered with respect to areas similar to the Association Property in developments similar to Marina Bay in construction, location and use.

Section 2. PUBLIC LIABILITY INSURANCE. A comprehensive policy of public liability insurance naming the Association and, until Declarant no longer owns any Lot with the Property, Declarant as named insureds thereof insuring against any and all claims or demands made by any person or persons whomsoever for personal injuries or property damage received in connection with, or arising from, the operation, maintenance and use of the Association Property and any Improvements located thereon, and for any other risks insured against by such policies with limits of not less than One Million Dollars ($1,000,000.00) for damages incurred or claimed by any one person for any one occurrence; not less than Three Million Dollars ($3,000,000.00) for damages incurred or claimed by more than one person for any one occurrence; and for not less than Fifty Thousand Dollars ($50,000.00) property damage per occurrence with no separate limits stated for the number of claims. The Association may also obtain worker's compensation insurance and other liability insurance including, but not limited to, insurance for lawsuits related to employment contracts in which the Association is a party, as it may deem desirable.

Section 3. FIDELITY COVERAGE. Adequate fidelity coverage to protect against dishonest acts of the officers and employees of the Association and the Board and all others who handle and are responsible for handling funds of the Association shall be maintained in the form of fidelity bonds, which requirements shall be reasonably determined by the Board.

Section 4. DIRECTORS' COVERAGE. Adequate directors' and officers' liability coverage, which coverage shall be effective from and after the date the Association is created.

Section 5. OTHER INSURANCE. The Board may obtain such other forms of insurance as the Board may determine and in such coverage amounts as the Board shall determine to be required or beneficial for the protection or preservation of the Association Property and any Improvements now or hereafter located thereon or in the best interests of the Association and/or its officers and directors.

Section 6. CANCELLATION OR MODIFICATION. All insurance policies purchased by the Association shall provide that they may not be canceled (including for nonpayment of premiums) or substantially modified without at least ten (10) days prior written notice to the Association and to each first mortgage holder, if any, named in the mortgage clause.

Section 7. FLOOD INSURANCE. If determined appropriate by the Board or if required by an Institutional Mortgagee, a master or blanket policy of flood insurance covering the Association Property, if available under the National Flood Insurance Program, shall be purchased, which flood insurance shall be in the form of a standard policy issued by a member of the National Flood Insurers Association, and the amount of the coverage of such insurance shall be the lesser of the maximum amount of flood insurance available under such program, or one hundred percent (100%) of the current replacement cost of all buildings and other insurable property located in the flood hazard area.

Section 8. CONDEMNATION. In the event the Association receives any award or payment arising from the taking of any Association Property or any part thereof as a result of the exercise of the right of condemnation or eminent domain, the net proceeds thereof shall first be applied to the restoration of such taken areas and improvements thereon to the extent deemed advisable by the Board and approved by at least two-thirds (2/3) of the total voting interests, and the remaining balance thereof, if any, shall then be distributed pro rata to Owners and mortgagees of Lots as their respective interests may appear.

Section 9. WAIVER OF SUBROGATION. As to each policy of insurance maintained by the Association which will not be voided or impaired thereby, the Association hereby waives and releases all claims against the Board, the Owners, the Declarant and the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement of said persons, but only to the extent that such insurance proceeds are received in compensation for such loss.

ARTICLE XIII
TWIN VILLA PROVISIONS

Section 1. GENERAL. The provisions contained in this Article XIII shall apply only to the Twin Villas located within Marina Bay. The Twin Villas shall be subject to these provisions in addition to all other provisions contained in this Declaration, the other Marina Bay Documents and the other Association Documents. For purposes of this Article XIII, two Twin Villas which are connected by one or more common walls and a roof and contain Common Structural Elements shall be deemed a "Building".

Section 2. AFFIRMATIVE COVENANT TO PAY ASSESSMENTS. In addition to the affirmative covenant and obligation to pay to the Association all Assessments (including, but not limited to, Individual Lot Assessments and Special Assessments), each Completed Lot Owner of a Twin Villa Lot and Incomplete Lot Owner of a Twin Villa Lot further covenant and agree to pay to the Association all Twin Villa Assessments and Twin Villa Special Assessments. Each Owner of a Twin Villa Lot, by acceptance of a deed or other instrument of conveyance conveying a Twin Villa Lot within the Property, whether or not it shall be so expressed in such deed or instrument, shall be obligated and agrees to pay to the Association all Twin Villa Assessments and Twin Villa Assessments in accordance with the provisions of the Marina Bay Documents.

Section 3. COMMON STRUCTURAL ELEMENTS. The Twin Villas in a Building will be constructed with certain common structural elements which include, but are not limited to, the following (collectively, the "Common Structural Elements"):

A. Utility Lines. All utility lines, ducts, conduits, pipes, fire sprinklers, wires and other utility fixtures and appurtenances which are located on, within or under each Building and which directly or indirectly in any way service more than one (1) Twin Villa in such Building.

B. Party Walls. All division walls ("Party Walls") between and connecting two (2) Twin Villas. The Owners of the Twin Villas sharing a Party Wall shall own such Party Wall as tenants in common.

C. Roofing. The entire roof of a Building, any and all roof support structures, and any and all appurtenances to such roof and roof support structures, including, without limitation, the roof covering, roof trim and roof drainage fixtures.

D. Bearing Walls. Any and all walls or columns necessary to support the Building and/or roof structure.

E. Exterior Finish. Any and all siding, finishes, trim, exterior sheathings, window framing (but not the glass) and other exterior materials and appurtenances on the exterior of each Building.

F. Flooring. The entire concrete floor slab or wood floor system if utilized in lieu thereof and all foundational and support structures and appurtenances thereto.

G. Privacy Walls. The walls (other than Party Walls) or hedges erected or which may be erected along the Lot lines and all foundational and support structures with respect thereto. Privacy Walls may also constitute Party Walls.

Should the Common Structural Elements or a part thereof extend beyond the Lot, same shall not be deemed to violate the provisions of this Declaration and such easements as may be necessary to accommodate and permit the Common Structural Elements as same shall be constructed and for the maintenance, repair and replacement thereof, are hereby imposed; provided, however, nothing herein shall be deemed to grant any Owner with the authority to install or construct any such Common Structural Elements that extend beyond the Lot.

Section 4. EASEMENTS AND COVENANTS RELATING TO TWIN VILLAS.

A. Utility Easements. Each Owner of a Twin Villa grants to the other Owner owning a Twin Villa in the same Building, a perpetual utility easement for water, sewer, power, telephone and other utility and service company lines and systems installed beneath or within such Owner's Twin Villa. Any expense for the necessary access of authorized personnel of the utility or service company to service lines affecting both Twin Villas within a Building, and which are located beneath or within the Building shall be shared equally by the Owners of the Twin Villas in the Building affected; provided, however, that where such access by authorized personnel of the utility or service company is required because of the intentional or negligent misuse of the utility or service company line or system by an Owner of a Twin Villa, his or her lessee, licensee, invitee, or agent, any expense arising therefrom shall be borne solely by such Owner.

B. Access Easement. Perpetual, nonexclusive easements of ingress and egress over, under and across all Twin Villa Lots within Marina Bay are hereby granted in favor of the Association which are necessary or convenient for enabling the Association, its employees, contractors and agents, to maintain the Twin Villa Lots in accordance with this Article XIII.

C. Structural Cross Easements. Cross easements of support and use over, upon, across, under, through and into the Common Structural Elements are hereby granted in favor of the Owners of Twin Villas or their designees for the continued use, benefit and enjoyment and continued support, service, maintenance, repair and design of all Twin Villas and Common Structural Elements.

D. Party Walls and Shared Roofing. Any party to said Party Wall, and such party's heirs, successors, and assigns, shall have the right to use same jointly with the other party(ies) to said Party Wall as herein set forth. The term "use" shall and does include normal interior usage such as paneling, plastering, decoration, erection of tangent walls and shelving but prohibits any form of alteration which would cause an aperture, hole, conduit, break or other displacement of the original concrete or other material forming said Party Wall. The cost and obligation of maintaining and repairing each side of a Party Wall (to the center line of such Party

Wall) shall be borne by the Owner of the Twin Villa using said side, except as otherwise provided herein.

Section 5. MAINTENANCE OF TWIN VILLAS.

A. BY THE ASSOCIATION. Notwithstanding anything in this Declaration or the other Marina Bay Documents to the contrary, in addition to the Association's maintenance and repair obligations set forth in Article IX hereof, the Association's maintenance obligations with respect to Twin Villas and Twin Villa Lots shall include, but will be limited to the following:

1. The Association shall be responsible for the periodic pressure washing of the exterior walls of the Twin Villas and the brick pavers, if any, installed in the driveways, covered entries and rear covered patios of the Twin Villa Lots.

2. The Association shall contract with a licensed and insured pest control company to provide exterior treatments of the Twin Villa Lots and for the exterior treatment and prevention of subterranean termites provided, however, that the Association is not, in any way, an insurer or guarantor against any damage to the Twin Villas from pests and/or subterranean termites.

3. The Association shall be responsible for the periodic painting of the exterior surface of the walls, doors, garage door, fascia and soffits of the Twin Villas at such times as the Board shall determine.

All costs and expenses incurred by the Association in connection with the foregoing are and shall be deemed Twin Villa Operating Expenses, payable by each Twin Villa Owner under the provisions of this Declaration. Notwithstanding anything to the contrary herein, in the event the Association must perform any of the foregoing obligations set forth in this Section 5.A due to the negligence of, misuse by or intentional act or omission of an Owner of such Twin Villa (or any of such Owner's family members, guests, servants, invitees or tenants), such Owner shall be responsible therefor and the Association shall have the right to levy a Twin Villa Special Assessment against such Owner's Lot and said Twin Villa Special Assessment shall constitute a lien upon said Lot with the same force and effect as a lien for Operating Expenses and Twin Villa Operating Expenses.

There is hereby reserved in favor of the Association the right to enter upon any and all Twin Villa Lots for the purpose of performing its obligations set forth in this Section 5.A.

B. BY THE OWNERS.

1. Except only for the obligations of the Association expressly set forth in Section 5.A above and Section 1 of Article IX hereof, each Owner of a Twin Villa Lot shall have the obligation and responsibility to maintain such Owner's Twin Villa Lot and the Improvements thereon in good order, condition and repair, and must perform promptly all maintenance and repair work within and on such Owner's Twin Villa Lot which, if omitted, would adversely affect the Building in which such Twin Villa is located.

2. Each Owner of a Twin Villa Lot shall be responsible for the maintenance, repair and replacement of the portion of the Common Structural Elements that are located in, on or under such Owner's Twin Villa Lot. To the extent any Common Structural Element is damaged or in need of repair which affects both Twin Villas in a Building (except for those damages or repairs resulting from an event covered by the Association's insurance as hereinafter described), each Owner of the Twin Villas affected shall share the cost to repair the damaged Common Structural Element.

3. Each Owner of a Twin Villa shall, at such Owner's sole cost and expense, keep insured the interior portions of such Owner's Twin Villa and personal property (including, but not limited to, all windows (interior and exterior), doors, floor, wall and ceiling coverings, electrical fixtures, appliances, air conditioner or heating equipment, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing and all air conditioning compressors, whether or not located within the Twin Villa boundaries, etc.) and shall name the Association as additional insured on the insurance policy. Evidence of such coverage shall be furnished to the Association promptly upon the Board's request. No Owner shall cancel such insurance without at least thirty (30) days prior written notice to the Association.

If a Twin Villa Owner fails to comply with the foregoing provisions of this Section 5.B, the Association may proceed in court to compel compliance to cause an Owner to comply. If a failure to comply with the provisions of this Section 5.B relates to the Owner's obligation to maintain and care for the Twin Villa Lot and/or any Improvements thereon, then, in addition to the exercise of all other remedies, the Association or Declarant shall have the right but not the obligation, upon fifteen (15) days written notice, to enter the property of the Owner for the purpose of performing the maintenance and care referred to, set forth and described in the notice. The determination of whether an Owner is failing to properly maintain and care for the property for which he or she has the maintenance responsibility shall be determined in the sole discretion of the Association or Declarant. Further, the Association shall be entitled, but not obligated to perform such maintenance and care itself and to levy on the offending Owner of the applicable Twin Villa a Twin Villa Special Assessment equal to the cost incurred by the Association in performing such maintenance and any such Twin Villa Special Assessment shall constitute a lien upon the applicable Twin Villa and Twin Villa Lot with the same force and effect as a lien for Operating Expenses and Twin Villa Operating Expenses.

Section 6. INSURANCE FOR TWIN VILLAS.

The Association shall maintain property and casualty insurance (including, but not limited to, windstorm) in an amount equal to the then full replacement cost, exclusive of land, foundation, excavation and other items normally excluded from such coverage, of all Common Structural Elements comprising the Twin Villas, but expressly excluding the interior portions thereof which are the maintenance and insurance responsibility of the Owners. Such property and casualty insurance shall, subject to limitations and exclusions as provided therein, afford protection against such risks, if any, as shall customarily be covered with respect to areas similar

to the Twin Villas in developments similar to Marina Bay in construction, location and use. Premiums for insurance coverages under this Section shall be deemed Twin Villa Operating Expenses.

Section 7. CASUALTY LOSSES. If a Home is damaged by fire or other casualty (except for the repair of the Common Structural Elements of Twin Villas which shall be performed by the Association), its Owner shall properly and promptly restore it to at least as good a condition as it was before the casualty occurred. Any such work shall be in accordance with the original plans and specifications of the Home unless otherwise authorized by the Board and shall be otherwise subject to all provisions of Article VIII hereof.

Section 8. DAMAGE TO OR DESTRUCTION OF ALL OR ANY PORTION OF THE COMMON STRUCTURAL ELEMENTS. Damage to or destruction of all or any portion of the Common Structural Elements shall, notwithstanding any provision in this Declaration to the contrary, be handled as follows:

A. In the event of any damage to or destruction of all or any portion of the Common Structural Elements caused by any of the risks covered by the insurance procured by the Association, the Association shall cause the Common Structural Elements to be repaired and reconstructed substantially as they previously existed and the Association shall be entitled to all proceeds of such insurance.

B. Each Twin Villa Owner shall be liable to the Association for: (i) all damage to the Common Structural Elements not fully covered or collected by insurance which may be sustained by reason of the negligence or willful misconduct of said Owner or of such Owner's family, tenants, invitees and guests, both minors and adults, and (ii) all deductibles or other amounts necessary to pay for any damages not covered by the insurance procured by the Association. If the Owner of the Twin Villa refuses or fails to pay the foregoing sums and/or the cost of such repair or reconstruction, the Association shall have the right to levy on such Owner a Twin Villa Special Assessment equal to the costs incurred by the Association and any such Twin Villa Special Assessment shall constitute a lien upon the applicable Twin Villa and Twin Villa Lot with the same force and effect as a lien for Operating Expenses and Twin Villa Operating Expenses.

ARTICLE XIV
GENERAL PROVISIONS

Section 1. CONFLICT WITH OTHER MARINA BAY DOCUMENTS. In the event of any conflict between the provisions of this Declaration and the provisions of the Articles and/or Bylaws and/or the rules and regulations promulgated by the Association (including, without limitation, the Rules and Regulations), the provisions of this Declaration, the Articles, the Bylaws and the rules and regulations shall control, in that order.

Section 2. NOTICES. Any notice or other communication required or permitted to be given or delivered hereunder shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to: (i) each Owner, at the address of the person whose name appears as the Owner on the records of the Association at the time of such mailing and, in the

absence of any specific address, at the address of the Home owned by such Owner; (ii) the Association, certified mail, return receipt requested, at 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323, or such other address as the Association shall hereinafter notify Declarant and the Owners of in writing; and (iii) Declarant, certified mail, return receipt requested, at 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323, or such other address or addresses as Declarant shall hereafter notify the Association of in writing, any such notice to the Association of a change in Declarant's address being deemed notice to the Owners.

Section 3. ENFORCEMENT. The covenants and restrictions herein contained may be enforced by Declarant (so long as Declarant holds an equitable or legal interest in any Lot and/or Home), the Association, any Owner and any Institutional Mortgagee holding a mortgage on any portion of the Property in any judicial proceeding seeking any remedy recognizable at law or in equity, including damages, injunction or any other form of relief against any person, firm or entity violating or attempting to violate any covenant, restriction or provision hereunder. The failure by any party to enforce any such covenant, restriction or provision herein contained shall in no event be deemed a waiver of such covenant, restriction or provision or of the right of such party to thereafter enforce such covenant, restriction or provision. The prevailing party in any such litigation shall be entitled to reimbursement of all costs thereof including, but not limited to, Legal Fees, from the non-prevailing party. The Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Drainage System.

Section 4. INTERPRETATION. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community and for the maintenance of recreational facilities and Association Property. Article, Section and Paragraph captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder or the terms and provisions of this Declaration.

Whenever the context so requires or permits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

Section 5. SEVERABILITY. In the event any of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect, and any provisions of this Declaration deemed invalid by a court of competent jurisdiction by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by law. In the event that any court should hereafter determine that any provision of this Declaration is in violation of the rule of property known as the "rule against perpetuities" or any other rule of law because of the duration of a time period, such provision shall not thereby become invalid, but instead the duration of such time period shall be reduced to the maximum period allowed under such rule of law, and in the event the determination of the duration of such time period requires measuring lives, such measuring life shall be that of the incorporator of the Association.

Section 6. CERTAIN RIGHTS OF DECLARANT; COMMUNITY APPROVALS. Notwithstanding anything to the contrary herein contained, no Improvements constructed or installed by Declarant shall be subject to the approval of the Association or the Owners or the provisions and requirements of this Declaration, although it is the intent of the Declarant to create a community with a common scheme of development. Notwithstanding the other provisions of this Declaration, the Declarant reserves for itself and its affiliates, and the Declarant, its affiliates and their respective nominees shall have, the right to enter into and transact on the Property any business necessary to consummate the sale, lease or encumbrance of Homes or real property within or outside Marina Bay, including, but not limited to, the right to maintain models and a sales and/or leasing office, a construction office and/or a service office, place signs, employ sales, leasing, construction and service personnel, use the Association Property and show Homes, and the Declarant further reserves the right to make repairs to the Association Property and to carry on construction activity for the benefit of the Property, all of which activities may continue even after the Turnover Date. The Declarant, its affiliates and their respective nominees, may exercise the foregoing rights without notifying the Association and/or the Owners. Any such models, sales and/or leasing office, construction office, service office, signs and any other items pertaining to such sales, leasing, construction or service efforts shall not be considered a part of the Association Property and shall remain the property of the Declarant.

In addition, the Declarant hereby has, shall have and hereby reserves the right to enter upon the Association Property (including, without limitation, all drainage, lake maintenance, canal maintenance and utility easements whether located on a Lot or Association Property) in order for Declarant to final-out and/or close-out any and all approvals, permits, orders, conditions and/or requirements that have been issued or imposed by any governmental entity in connection with the development and construction of Marina Bay and all Improvements therein (collectively, the "Community Approvals"), and for Declarant to comply and adhere to the same, and such rights shall survive the Turnover Date and continue for such period of time as is necessary for Declarant to fully comply with all such Community Approvals. Without limiting the generality of the foregoing, in exercising any such rights, Declarant shall have the right to remove and/or relocate any and all items (including, without limitation, landscape materials, fences and/or other Improvements) that may be required to be removed and/or relocated to final-out and/or close-out any and all Community Approvals without compensation to the Association or the Owners. Association is and shall be responsible for complying, and causing all Association Property to comply, with the Community Approvals including, without limitation, those Community Approvals that may be in the Declarant's name and not yet transferred to the Association. All fees, costs and expenses of complying with the Community Approvals shall be deemed Operating Expenses of the Association. In the event Declarant is unable to: (i) final-out and/or close-out any and all such Community Approvals as a result of Association's failure to timely and/or properly perform any of its operation, maintenance and/or repair obligations pursuant to the Marina Bay Documents and/or any other applicable governmental laws, regulations, codes, approvals and/or rules; or (ii) obtain a return of any bond or surety posted by Declarant in connection with the development and construction of Marina Bay, then Declarant shall have the immediate right, but not the obligation, in its sole discretion, to (a) commence an enforcement action against the Association, including, without limitation, monetary penalties and

injunctive relief, to compel the Association to maintain such portions of Marina Bay as required by this Declaration and/or the Community Approvals, as applicable; or (b) take any and all actions necessary, at the Association's sole cost and expense, to comply with and adhere to any such Community Approvals. The Association hereby agrees to indemnify and reimburse the Declarant (within ten (10) days of receipt of a written invoice from Declarant) for all costs and expenses incurred by Declarant in the event Declarant takes actions in accordance with this Section 6. The rights granted to Declarant hereunder shall survive the Turnover Date and continue for such period of time as is necessary for Declarant to fully comply with all Community Approvals.

The Declarant shall also have the right, but not the obligation, to conduct inspections and tests from time to time of all or any portion of the Association Property in order to ascertain the physical condition of the Improvements and to determine if maintenance, repair or replacement of any such Improvement is necessary. If the Declarant conducts any such tests or inspections, it shall pay all costs thereof and restore the affected portion of the Property to its condition immediately prior to the inspections and tests. The Declarant shall have such rights of entry on, over, under, across and through the Property as may be reasonably necessary to exercise the rights described in this Section 6. The Declarant's right of inspection shall exist whether or not the Turnover Date has occurred. In the event the Declarant exercises its inspection right(s), it is acknowledged by the Association and all Owners that the Declarant is performing any such inspection(s) for its own benefit and not for the benefit of the Association and/or the Owners and further, the Declarant shall have no obligation to inform the Association and/or the Owners of the result of any such inspection.

ALL OWNERS, OCCUPANTS AND USERS OF MARINA BAY ARE HEREBY PLACED ON NOTICE THAT DECLARANT AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES MAY BE, FROM TIME TO TIME, CONDUCTING EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO MARINA BAY. BY THE ACCEPTANCE OF THEIR DEED, TITLE OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF MARINA BAY, EACH SUCH OWNER, OCCUPANT AND USER FOR THEMSELVES AND EACH OF THEIR RESPECTIVE HEIRS, LEGAL REPRESENTATIVES, AND ASSIGNS AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES AS FOLLOWS (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO MARINA BAY WHERE THE AFORESAID ACTIVITIES ARE BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) THAT THE OWNER, OCCUPANT OR USER IS AT RISK OF SUFFERING INJURY TO BOTH THEIR PERSON AND/OR PROPERTY AS A RESULT OF ENTRY UPON ANY PROPERTY WITHIN OR IN PROXIMITY TO MARINA BAY WHERE THE AFORESAID ACTIVITIES ARE BEING CONDUCTED. EACH OWNER, OCCUPANT AND USER EXPRESSLY ASSUMES FULL

RESPONSIBILITY FOR THE RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE SUFFERED AS A RESULT OF THE AFORESAID CONSTRUCTION AND OTHER ACTIVITIES; (iv) THAT EACH OWNER, OCCUPANT AND USER HEREBY RELEASES, WAIVES, DISCHARGES AND HOLDS HARMLESS DECLARANT, ITS PARTNERS AND AFFILIATES, AND EACH OF THEIR RESPECTIVE PARTNERS, AFFILIATES, SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS, AND ANY SUBSEQUENT DECLARANT (THE "RELEASED PARTIES") FROM ALL LOSSES, CLAIMS, COSTS, LIABILITIES, DAMAGES, INCLUDING COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE, AND INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE OR BODILY INJURY OR DEATH, WHETHER CAUSED BY NEGLIGENCE ON THE PART OF ANY OR ALL OF THE RELEASED PARTIES OR ANYONE ELSE, AS A RESULT OF, ARISING OUT OF, OR IN CONNECTION WITH THE AFORESAID CONSTRUCTION AND OTHER ACTIVITIES; (v) ANY PURCHASE OR USE OF ANY PORTION OF MARINA BAY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING; AND (vi) THAT THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO DECLARANT TO SELL, CONVEY, LEASE AND/OR ALLOW THE USE OF THE APPLICABLE PORTION OF MARINA BAY.

This Section 6 may not be suspended, superseded or modified in any manner by any amendment to this Declaration unless such amendment is consented to in writing by the Declarant. This right of use and transaction of business as set forth herein and the other rights reserved by the Declarant in the Marina Bay Documents may be assigned in writing by the Declarant in whole or in part. For the purposes of this Section 6, the term "Declarant" shall include any "Lender" which has loaned money to the Declarant to acquire or construct Improvements upon the Property, or its successors and assigns if such Lender, its successors or assigns, acquires title to any portion of the Property as a result of the foreclosure of any mortgage encumbering any portion of the Property securing any such loan to the Declarant, or acquires title thereto by deed in lieu of foreclosure. The rights and privileges of the Declarant as set forth in this Section 6 are in addition to, and are no way a limit on, any other rights or privileges of the Declarant under any of the Marina Bay Documents.

Section 7. DISPUTES AS TO USE. In the event there is any dispute as to whether the use of the Property or any portion or portions thereof complies with the covenants, restrictions, easements or other provisions contained in this Declaration, such dispute shall be referred to the Board, and a determination rendered by the Board with respect to such dispute shall be final and binding on all parties concerned therewith. Notwithstanding anything to the contrary herein contained, any use by Declarant of the Property shall be deemed a use which complies with this Declaration and shall not be subject to a contrary determination by the Board.

Section 8. AMENDMENT AND MODIFICATION. The process of amending or modifying this Declaration shall be as follows:

1. Until the Turnover Date, all amendments or modifications shall only be made by Declarant without the requirement of the Association's consent or the consent of the Owners so long as such amendments or modifications do not materially impair the common plan

of development of Marina Bay; provided, however, that the Association shall, forthwith upon request of Declarant, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Declarant shall, from time to time, request.

2. After the Turnover Date, this Declaration may be amended by: (i) the consent of the Owners owning two-thirds (2/3) of all Lots (unless the Board determines that the amendment to this Declaration affects only the Owners of the Twin Villa Lots, in which case such amendment need be approved by the consent of sixty-seven (67%) percent of the Owners of such Twin Villa Lots); together with (ii) the approval or ratification of a majority of the Board. The aforementioned consent of the Owners owning two-thirds (2/3) of the Lots may be evidenced by a writing signed by the required number of Owners (or where applicable, Owners of the Twin Villa Lots) or by the affirmative vote of the required number of Owners (or where applicable, Owners of the Twin Villa Lots) at any regular or special meeting of the Association called and held in accordance with the Bylaws and evidenced by a certificate of the Secretary or an Assistant Secretary of the Association.

3. Amendments for correction of scrivener's errors or other nonmaterial changes may be made by Declarant alone until the Turnover Date and by the Board thereafter and without the need of consent of the Association and any Owners.

4. Notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective which shall impair or prejudice the rights or priorities of Declarant, the Association or of any Institutional Mortgagee under the Marina Bay Documents without the specific written approval of such party affected thereby. In addition, and notwithstanding anything to the contrary contained herein, no amendment to this Declaration shall be effective which shall eliminate or modify the provisions of Section 6 of this Article XIV and any such amendment shall be deemed to impair and prejudice the rights of Declarant.

5. A true copy of any Amendment to this Declaration shall be sent certified mail by the Association to Declarant and to all Institutional Mortgagees holding a mortgage on any portion of the Property requesting notice. The amendment shall become effective upon the recording amongst the Public Records of the County of said amendment or any Supplemental Declaration to this Declaration which sets forth any amendment or modification to this Declaration.

6. Notwithstanding anything contained herein to the contrary, Declarant may, without the consent of any Owners, file any amendments to this Declaration which may be required by an Institutional Mortgagee for the purpose of satisfying such Institutional Mortgagee's development criteria or such other criteria as may be established by such mortgagee's secondary mortgage market purchasers, including, without limitation, the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation; provided, however, any such Declarant's filed amendments must be in accordance with any applicable rules, regulations and other requirements promulgated by the United States Department of Housing and Urban Development.

7. Any proposed amendment to the Declaration which would affect the surface water management system (including environmental conservation areas and the water management portions of the Association Property), shall be submitted to the Water Management District and any other governmental or quasi-governmental agency having jurisdiction over the surface water management system for a determination of whether the proposed amendment necessitates a modification of the Water Management District Permit for the Property.

Section 9. DELEGATION. The Association, pursuant to a resolution duly adopted by the Board, shall have the continuing authority to delegate all or any portion of its responsibilities for maintenance, operation and administration, as provided herein, to any managing agency or entity selected by the Board from time to time and whether or not related to Declarant.

Section 10. TERM. This Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein shall run with and bind the Property, and inure to the benefit of Declarant, the Association and the Owners and their respective legal representatives, heirs, successors and assigns for a term of fifty (50) years from the date of recording this Declaration amongst the Public Records of the County, after which time this Declaration shall be automatically renewed and extended for successive periods of ten (10) years each unless at least one (1) year prior to the termination of such fifty (50)-year term or any such ten (10)-year extension there is recorded amongst the Public Records of the County an instrument agreeing to terminate this Declaration signed by Owners owning two-thirds (2/3) of the Lots and Institutional Mortgagees holding first mortgages encumbering two-thirds (2/3) of all Lots encumbered by first mortgages held by Institutional Mortgagees, upon which event this Declaration shall be terminated upon the expiration of the fifty (50)-year term or the ten (10)-year extension during which such instrument was recorded.

In the event this Declaration is terminated or the Association ceases to exist for any reason, the Owners shall be jointly and severally responsible for the costs to maintain and shall maintain the Association Property and the Common Structural Elements in the manner described herein. This provision shall survive the termination of this Declaration and shall run with the Property in perpetuity. Any Owner may, however, petition the Circuit Court for the appointment of a Receiver to manage the affairs of the Association in the event of dissolution of the Association.

Section 11. RIGHTS OF MORTGAGEES.

A. Right to Notice. The Association shall make available for inspection upon request, during normal business hours or under reasonable circumstances, the Marina Bay Documents and the books, records and financial statements of the Association to Owners and the holders, insurers or guarantors of any first mortgages encumbering any portion of the Property. In addition, evidence of insurance shall be issued to each Owner and mortgagee holding a mortgage encumbering a Home upon written request to the Association.

B. Rights of Listed Mortgagee. Upon written request to the Association, identifying the name and address of the holder, insurer, or guarantor (such holder, insurer or guarantor is herein referred to as a "Listed Mortgagee") of a mortgage encumbering a Lot and

the legal description of such Lot, the Association shall provide such Listed Mortgagee with timely written notice of the following:

(1) Any condemnation, loss or casualty loss which affects any material portion of the Association Property;

(2) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(3) Any proposed action which would require the consent of mortgagees holding a mortgage encumbering a Lot; and

(4) Any failure by an Owner owning a Lot encumbered by a mortgage held, insured or guaranteed by such Listed Mortgagee to perform such Owner's obligations under the Marina Bay Documents, including, but not limited to, any delinquency in the payment of Assessments, or any other charge owed to the Association by said Owner where such failure or delinquency has continued for a period of sixty (60) days.

C. Right of Listed Mortgagee to Receive Financial Statement. Any Listed Mortgagee shall, upon written request made to the Association, be entitled to financial statements of the Association for the prior fiscal year free of charge and the same shall be furnished within a reasonable time following such request.

Section 12. APPROVAL OF ASSOCIATION LAWSUITS BY OWNERS. Notwithstanding anything contained herein to the contrary, in order to prevent the Board from incurring expenses not contemplated by the Marina Bay Documents, the Association shall be required to obtain the approval of three-fourths (3/4) of the total voting interests (at a duly called meeting of the Owners at which a quorum is present) prior to engaging persons or entities for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

(a) the collection of Assessments;

(b) the collection of other charges which Owners are obligated to pay pursuant to the Marina Bay Documents;

(c) the enforcement of the use and occupancy restrictions contained in the Marina Bay Documents;

(d) dealing with an emergency when waiting to obtain the approval of the Owners creates a substantial risk of irreparable injury to the Association Property or to Owner(s) (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of three-fourths [3/4] of the Owners); or

(e) filing a compulsory counterclaim.

Section 13. COMPLIANCE WITH PROVISIONS. Every person who owns, occupies or acquires any right, title, estate or interest in or to any Lot except as elsewhere herein provided does consent and agree to, and shall be conclusively deemed to have consented and agreed to, every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to these restrictions is contained in the instrument by which such

person acquired an interest in such property. Declarant shall not in any way or manner be held liable or responsible for any violation of this Declaration by any person other than Declarant.

Section 14. SECURITY. The Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to make the Property safer than it otherwise might be. Notwithstanding the foregoing, NEITHER DECLARANT NOR THE ASSOCIATION MAKES ANY REPRESENTATIONS WHATSOEVER AS TO THE SECURITY OF THE PREMISES OR THE EFFECTIVENESS OF ANY MONITORING SYSTEM OR SECURITY SERVICE WHETHER SAME ARE PROVIDED THROUGH THE COMMUNITY SYSTEMS OR OTHERWISE. ALL OWNERS, BY ACCEPTANCE OF A DEED OR TITLE TO A LOT, AGREE TO HOLD DECLARANT AND THE ASSOCIATION HARMLESS FROM ANY LOSS OR CLAIM ARISING FROM THE OCCURRENCE OF ANY CRIME OR OTHER ACT. NEITHER THE ASSOCIATION, DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY OR SAFETY WITHIN THE PROPERTY, AND NEITHER THE ASSOCIATION, DECLARANT NOR ANY SUCCESSOR DECLARANT GUARANTEES OR WARRANTS, EXPRESSLY OR IMPLIEDLY, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY SUCH MONITORING SYSTEM OR SECURITY SERVICE, OR THAT ANY SYSTEM OR SERVICES WILL PREVENT INTRUSIONS, FIRES, DAMAGE, INJURY, DEATH OR OTHER OCCURRENCES, OR THE CONSEQUENCES OF SUCH OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE SYSTEM OR SERVICES ARE DESIGNED TO MONITOR SAME. NEITHER THE ASSOCIATION, DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, IF ANY, EVEN IF CAUSED BY THE NEGLIGENCE OF THE ASSOCIATION, DECLARANT AND/OR ANY SUCCESSOR DECLARANT. ALL MEMBERS, OWNERS AND OCCUPANTS OF ANY LOT OR HOME, AND TENANTS, GUESTS, AND INVITEES OF ANY OWNER ACKNOWLEDGE THAT THE ASSOCIATION AND ITS BOARD, DECLARANT, AND ANY SUCCESSOR DECLARANT DO NOT REPRESENT OR WARRANT THAT: (a) ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM (WHETHER SAME ARE PROVIDED THROUGH THE COMMUNITY SYSTEMS OR OTHERWISE), IF ANY, RECOMMENDED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY DECLARANT OR THE ARCHITECTURAL CONTROL COMMITTEE MAY NOT BE COMPROMISED OR CIRCUMVENTED, OR (b) THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEM (WHETHER SAME ARE PROVIDED THROUGH THE COMMUNITY SYSTEMS OR OTHERWISE) WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH MEMBER, OWNER AND OCCUPANT OF ANY LOT OR HOME, AND EACH TENANT, GUEST AND INVITEE OF AN OWNER ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS BOARD AND THE ARCHITECTURAL CONTROL COMMITTEE, DECLARANT, AND ANY SUCCESSOR DECLARANT ARE NOT INSURERS OR GUARANTORS AND THAT EACH MEMBER, OWNER AND OCCUPANT OF ANY LOT OR HOME, AND EACH TENANT, GUEST AND INVITEE OF ANY MEMBER OR OWNER ASSUMES ALL RISKS FOR LOSS

OR DAMAGE TO PERSONS, TO LOTS OR HOMES, AND TO THE CONTENTS OF LOTS OR HOMES AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS BOARD AND THE ARCHITECTURAL CONTROL COMMITTEE, DECLARANT, AND ANY SUCCESSOR DECLARANT HAVE MADE NO REPRESENTATIONS, WARRANTIES AND/OR GUARANTIES, NOR HAS ANY OWNER, MEMBER, OCCUPANT, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS (WHETHER SAME ARE PROVIDED THROUGH THE COMMUNITY SYSTEMS OR OTHERWISE) RECOMMENDED OR INSTALLED, IF ANY, OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTY.

Section 15. COVENANT RUNNING WITH THE LAND. All provisions of this Declaration shall, to the extent applicable and unless otherwise expressly provided herein to the contrary, be construed to be covenants running with the Lots and Homes and the Property and with every part thereof and interest therein, and all of the provisions hereof shall be binding upon and inure to the benefit of the Declarant and subsequent Owner(s) of the Homes, Lots and Property or any part thereof, or interest therein, and their respective heirs, successors, and assigns. However, the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public, unless specifically provided herein to the contrary. All present and future Owners, tenants, and occupants of the Lots and Homes, as applicable, shall be subject to and shall comply with the provisions of this Declaration and the Articles, Bylaws and Rules and Regulations. The acceptance of a deed of conveyance of a Lot, or the entering into a lease of or occupancy of a Home, shall constitute an adoption and ratification by such Owner, tenant, or occupant of the provisions of this Declaration, and the Articles, Bylaws, and Rules and Regulations. In the event that any easements granted herein shall fail for want of a grantee in being or for any other purpose, the same shall constitute and be covenants running with the land.

Section 16. NO PUBLIC RIGHT OR DEDICATION. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any portion of the Association Property to the public, or for any public use.

Section 17. NO REPRESENTATIONS OR WARRANTIES. NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE BY DECLARANT OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH ANY PORTION OF THE ASSOCIATION PROPERTY, ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, FITNESS FOR INTENDED USE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF, EXCEPT AS SPECIFICALLY AND EXPRESSLY SET FORTH IN THIS DECLARATION.

Section 18. CERTAIN RESERVED RIGHTS OF DECLARANT WITH RESPECT TO COMMUNITY SYSTEMS. Without limiting the generality of any other applicable provisions of this Declaration, and without such provisions limiting the generality hereof, Declarant hereby reserves and retains to itself:

(a) the title to any Community Systems and a perpetual exclusive easement over, under and across the Property for the placement and location thereof;

(b) the right to connect, from time to time, the Community Systems to such receiving or intermediary transmission source(s) as Declarant may in its sole discretion deem appropriate, in location(s) on the Property as Declarant may determine in its sole discretion, including, without limitation, companies licensed to provide CATV or satellite service(s) in the County, for which service(s) Declarant shall have the right to charge any users a fee (which shall not exceed any maximum allowable charge provided for in the applicable ordinances of the County);

(c) the continuing right to air conditioned space within and/or on the Association Property as Declarant may determine in its sole discretion to install, operate, maintain, repair and replace the equipment serving, providing or running the Community Systems, which location may include, without limitation, room(s) within any clubhouse or other Improvements constructed on the Association Property; and

(d) the exclusive right to offer and provide from time to time to the Association, the Lots and the Lot Owners, any and all Bundled Services through the Community Systems.

Neither the Association nor any officer, director, employee, committee member or agent thereof (including any management company) shall be liable for any damage to property, personal injury or death arising from or connected with any act or omission of any of the foregoing during the course of performing any duty or exercising any right or privilege (including, without limitation, performing maintenance work which is the duty of the Association or exercising any remedial maintenance or alteration rights under this Declaration) required or authorized to be done by the Association, or any of the other aforesaid parties, under this Declaration or otherwise as required or permitted by law.

Section 19. ASSOCIATION AND DECLARANT AS ATTORNEY-IN-FACT. Each Owner, by reason of having acquired ownership of a Lot, whether by purchase, gift, operation of law or otherwise, and each occupant of a Home, by reason of his or her occupancy, is hereby declared to have acknowledged and agreed to his or her automatic consent to any rezoning, replatting, covenant in lieu of unity of title, change, addition or deletion made in, on or to Marina Bay by Declarant (hereinafter, collectively, the "Modifications") and, in respect thereto, each Owner of a Lot and occupant of a Home hereby designates the Association to act as agent and attorney in fact on behalf of such Owner or occupant to consent to any such Modification. If requested by Declarant, each Owner shall evidence his or her consent to a Modification in writing (provided, however, that any refusal to give such written consent shall not obviate the automatic effect of this provision). Further, each Owner, by reason of having acquired ownership of a Lot, hereby agrees to execute, at the request of Declarant, any document and/or consent which may be required by any government agency to allow Declarant and/or its affiliates to complete the plan of development of Marina Bay, as such plan may be hereafter amended, and each such Owner hereby further appoints Declarant as such Owner's agent and attorney-in-fact to execute, on

behalf and in the name of each such Owner, any and all of such documents and/or consents. This power of attorney is irrevocable and is coupled with an interest. The provisions of this Section 19 may not be amended without Declarant's prior written consent.

Section 20. CONSENT AND RELEASE FOR USE OF LIKENESS Each Owner, by reason of having acquired ownership of a Lot, whether by purchase, gift, operation of law or otherwise, and each occupant of a Home, by reason of his or her occupancy, and each guest and invitee of Owner or other occupant of a Home by reason of such guest or invitee's use of Association Property hereby, without any prior or subsequent consent: (a) agrees to photographs and/or video being taken of such persons: (i) during any use and/or enjoyment of Association Property, and/or (ii) participation in any and all activities sponsored, promoted or set up by or through the Association and whether or not such activities take place on the Association Property or elsewhere, and herby permits such photographs and/or video to be used by the Association and/or Declarant in advertising and marketing materials and/or media publications, and (b) waives any right to inspect or approve such person's photographs or videos and/or use of such person's likeness in any and all such advertising and marketing materials.

Section 21. DECLARANT'S RESERVATION OF RIGHTS. Notwithstanding anything contained in the Marina Bay Documents to the contrary, Declarant reserves the right to change the zoning of any portion of the Property now existing or hereafter changed to be other than single-family residential (e.g., multi-family residential or commercial) and/or to make such uses of all or any part of the Property as shall be permitted by applicable zoning regulations as they may exist from time to time. Declarant, however, is not obligated by this Declaration to cause any portion of the Property to be rezoned or developed for any such uses. In the event Declarant changes the zoning of the Property, Declarant hereby reserves the right to amend this Declaration or to create one or more sub-declarations subjecting such property(ies) to additional or different specified or prohibited uses.

Additionally, in the event Declarant changes the zoning of the Property or any portion thereof to a use other than residential and amends the Marina Bay Documents or creates a sub-declaration, in order to insure representation on the Board for various groups having dissimilar interests, Declarant reserves the right to establish voting groups for election of Directors to the Board. In such event, each voting group shall be entitled to elect one (1) or more Director(s) to the Board. Each voting group may have different voting rights as determined by Declarant.

In the event Declarant establishes other uses of or for the Property as aforesaid, Declarant reserves the right to change the method pursuant to which Assessments are shared among the Lots and other portions of the Property. The expenses may be divided among each type of property use (e.g., single-family residential, multi-family residential and commercial) based upon, but not necessarily proportional to, the percentage of each type of property use, the level of services received by each type of property use and other relevant factors as determined by Declarant. Additionally, expenses which specifically relate to a specific property use will only be assessed against that type of property. The percentages for each type of property will be based upon the total acreage of the Property.

The portion of the anticipated Operating Expenses which are assessed against the single-family residential property shall be based on percentages set forth by the Declarant and shall be divided equally among the contributing Lots or units by dividing such portion of the Operating Expenses which are being assessed to the single-family residential property by the total number of contributing Lots or units, and subject further to Article VII, Section 1 above in determining assessments based on Completed Lots and Incomplete Lots.

The portion of the anticipated Operating Expenses which are assessed against the multi-family residential property shall be based on percentages set forth by the Declarant and shall be divided equally among the contributing multi-family units by dividing such portion of the Operating Expenses which are being assessed to the multi-family residential property by the total number of contributing units, and subject further to Article VII, Section 1 above in determining assessments based on Completed Lots and Incomplete Lots.

The portion of the anticipated Operating Expenses which are assessed against the commercial property shall be based on percentages set forth by the Declarant and shall be divided among the owners of the commercial property based upon a fractional formula, the numerator of which is the total square feet of buildings and paved areas of each commercial parcel and the denominator of which is the total square feet of all buildings and paved areas.

[Executions and Acknowledgements Appear on Following Pages]

IN WITNESS WHEREOF, this Declaration has been signed by Declarant and joined in by the Association on the respective dates set forth below.

DECLARANT:

LEE COUNTY HOMES ASSOCIATES III, LLLP, a Florida limited liability limited partnership

By: Lee County Homes III Corporation, a Florida corporation, its general partner

By: _____
Name: Richard M. Norwalk
Title: Vice President

[CORPORATE SEAL]

WITNESSES AS TO DECLARANT:

Sharolyn Webb
Signature
Print Name SHAROLYN WEBB

Kathleen M Coffman
Signature
Print Name Kathleen M Coffman

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Richard M. Norwalk, as Vice President of Lee County Homes III Corporation, a Florida corporation, the general partner of Lee County Homes Associates III, LLLP, a Florida limited liability limited partnership, freely and voluntarily under authority duly vested in him by said corporation and partnership, and that the seal affixed thereto is the true corporate seal of said corporation. He is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 13 day of July, 2015.

Kathleen M Coffman
Notary Public, State of Florida at Large

My Commission Expires:

Typed, Printed or Stamped Name of Notary Public

KATHLEEN M. COFFMAN
MY COMMISSION # EE 852499
EXPIRES: March 18, 2017
Bonded Thru Notary Public Underwriters

ASSOCIATION:

MARINA BAY OF FORT MYERS HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit

WITNESSES AS TO ASSOCIATION:

Signature
Print Name SHARON A. ERRETT

Signature
Print Name Leonard M. Lucas

By: _____
Name: Barbara Smith
Title: President

[CORPORATE SEAL]

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Barbara Smith, as President of MARINA BAY OF FORT MYERS HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, freely and voluntarily under authority duly vested in her by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation. She is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of July, 2015.

Notary Public, State of Florida at Large

Milagros Rosario
Typed, Printed or Stamped Name of Notary Public

My Commission Expires:

MILAGROS ROSARIO
Notary Public - State of Florida
Commission # FF 215094
My Comm. Expires Mar 30, 2019
Bonded through National Notary Assn.

EXHIBIT A

Legal Description of Property

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 10 AND 15, TOWNSHIP 45 SOUTH, RANGE 25 EAST, BEING ALL OF TRACTS FD-3, CA-11, CA16, CA17, CA-18, CA-19, CA-20, OS-13, AND OS-14, ALL OF BOTANICA LAKES – PLAT ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN OFFICIAL RECORDS INSTRUMENT NUMBER 2006000244697 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

ALL OF BOTANICA SOUTH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN OFFICIAL RECORDS INSTRUMENT NUMBER 2014000185347 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

EXHIBIT B

Articles of Incorporation of
Marina Bay of Fort Myers Homeowners Association, Inc.

[See Attached 17 Pages]

State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Amendment, filed on January 7, 2015, to Articles of Incorporation for ARBORWOOD SOUTH HOMEOWNERS ASSOCIATION, INC. which changed its name to MARINA BAY OF FORT MYERS HOMEOWNERS ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H15000005242. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N06000000149.

Authentication Code: 015A00000422-010815-N06000000149-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Eighth day of January, 2015

Ken Detzner
Secretary of State

This fax was received by GFI FaxMaker fax server. For more information, visit: http://www.gfi.com

(((H15000005242 3)))

AMENDMENT TO ARTICLES OF INCORPORATION
OF
ARBORWOOD SOUTH HOMEOWNERS ASSOCIATION, INC.,
(A Florida Corporation Not-For-Profit)

The undersigned, as the "Declarant" named in the Articles of Incorporation of ARBORWOOD SOUTH HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation filed with the Department of State of the State of Florida on January 5, 2006 as Document No. N06000000149 (the "Articles of Incorporation"), pursuant to Chapter 720, Florida Statutes, and the provisions of Article XIII of the Articles of Incorporation do hereby amend the Articles of Incorporation as follows:

1. Section 2 of Article I of the Articles is hereby deleted and replaced in its entirety as follows:

> "Association" means Marina Bay of Fort Myers Homeowners Association, Inc., a Florida corporation not for profit. Association is NOT a condominium association and is not intended to be governed by Chapter 718, Florida Statutes (the Condominium Act).

2. Article II of the Articles is hereby deleted and replaced in its entirety as follows:

> ARTICLE II
> NAME
>
> The name of the corporation shall be MARINA BAY OF FORT MYERS HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, whose principal address and mailing address is 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323, or at such other place as may be designated, from time to time, by the Board of Directors.

3. All references in the Articles to "Arborwood South" are hereby amended to read "Marina Bay."

4. All references in the Articles to "Arborwood South Documents" are hereby amended to read "Marina Bay Documents."

Pursuant to the provisions of Article XIII of the Articles of Incorporation, prior to the First Conveyance (as defined in the Articles of Incorporation) the Declarant may amend the Articles of Incorporation without the vote of the members or the Board of Directors. As of the date of this Amendment, the First Conveyance has not occurred.

(((H15000005242 3)))

IN WITNESS WHEREOF, this Amendment to Articles of Incorporation has been executed and is adopted as of the 7th day of January, 2015.

WITNESSES:

LEE COUNTY HOMES ASSOCIATES III, LLLP, a Florida limited liability limited partnership

By: Lee County Homes III Corporation, a Florida corporation, its general partner

By: /s/ Maria Menendez
N. Maria Menendez, Vice President

[CORPORATE SEAL]

ARTICLES OF INCORPORATION
OF
ARBORWOOD SOUTH HOMEOWNERS ASSOCIATION, INC.
(A Florida Corporation Not For Profit)

FILED
06 JAN -5 AM 11:55
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In order to form a corporation not for profit under and in accordance with the provisions of Chapters 617 and 720 of the Florida Statutes, the undersigned hereby incorporates this corporation not for profit for the purposes and with the powers hereinafter set forth and, to that end, the undersigned, by these Articles of Incorporation, certifies as follows:

ARTICLE I
DEFINITIONS

The following words and phrases when used in these Articles of Incorporation (unless the context clearly reflects another meaning) shall have the following meanings:

1. "Arborwood South" means the planned development located in Lee County, Florida, which encompasses the Property and is presently intended to comprise approximately seven hundred forty-five (745) Homes and the Association Property, if and when fully developed.

2. "Arborwood South Documents" means, in the aggregate, the Declaration, these Articles, the Bylaws, the Plat and Additional Plat, if any, and all of the instruments and documents referred to or incorporated therein including, but not limited to, any "Amendment(s)" and "Supplemental Declaration(s)" (as such terms are defined in the Declaration) and any documents executed in connection with a Condominium within Arborwood South.

3. "Articles" means these Articles of Incorporation and any amendments hereto.

4. "Assessments" means the assessments for which all Owners are obligated to the Association and includes "Individual Lot Assessments" and "Special Assessments" (as such terms are defined in the Declaration) and any and all other assessments which are levied by the Association in accordance with the Arborwood South Documents.

5. "Association" means Arborwood South Homeowners Association, Inc., a Florida corporation not for profit. The Association is NOT a condominium association and is not intended to be governed by Chapter 718, the Condominium Act, Florida Statutes.

6. "Association Property" means the property more particularly described in Article II of the Declaration.

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

8. "Bylaws" means the Bylaws of the Association and any amendments thereto.

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9. "Condominium" means any condominium that may be created within Arborwood South by the recording of a Declaration of Condominium by which a portion of the "Property" (as defined in the Declaration) is submitted to the condominium form of ownership.

10. "County" means Lee County, Florida.

11. "Declarant" means Lee County Homes Associates III, LLLP, a Florida limited liability limited partnership, and any successors or assigns thereof to which Lee County Homes Associates III, LLLP, specifically assigns all or part of the rights of Declarant under the Declaration by an express written assignment, whether recorded in the Public Records of the County or not. The written assignment may give notice as to which rights of Declarant are to be exercised and as to which portion of the "Property" (as defined in the Declaration). In any event, any subsequent declarant shall not be liable for any default or obligations incurred by any prior declarant, except as may be expressly assumed by the subsequent declarant.

12. "Declaration" means the Declaration of Covenants, Restrictions and Easements for Arborwood South, which is intended to be recorded amongst the Public Records of the County, and any amendments thereto.

13. "Director" means a member of the Board.

14. "HOA Act" means the Homeowners' Association Act, Chapter 720, Florida Statutes, as amended from time to time through the date of recording of the Declaration amongst the Public Records of the County.

15. "Home" means a residential dwelling unit constructed within Arborwood South which is designed and intended for use and occupancy as a single-family residence and includes but is not limited to a detached single-family home, a zero lot line single family home, a Z-lot line single family home, and/or a residential unit contained in a multi-unit building, whether such residential unit is subject to condominium form of ownership, owned in fee simple or is subject to other forms of ownership or possession.

16. "Lot" means and refers to any parcel of land within Arborwood South as shown on the Plat or any "Additional Plat" (as such term is defined in the Declaration) upon which a Home is permitted to be constructed, together with the improvements thereon, and any portion of the land within Arborwood South that is declared to be a Lot by a Supplemental Declaration and is not subsequently withdrawn from the provisions of the Declaration by a Supplemental Declaration. For purposes of Individual Lot Assessments, a Lot is either a Completed Lot or an Incomplete Lot. In the case of a Condominium created pursuant to a Condominium Declaration or a multi-unit building, a "Lot" shall be an individual Condominium unit, or an individual residential unit, as applicable, and not the parcel(s) of the real property on which the Condominium or multi-unit building is constructed.

17. "Member" means a member of the Association.

18. "Neighborhood Association" shall mean any association other than the Association (including, without limitation, a condominium association or homeowners association) created or to be created to administer specific portions of Arborwood South and common areas or common elements lying within such portions pursuant to a Neighborhood Declaration.

19. "Neighborhood Declaration" shall mean: (a) with respect to a Condominium, a Declaration of Condominium, and any amendments thereto, by which a portion of Arborwood South is submitted to the condominium form of ownership, and (b) with respect to other portions of Arborwood South whereby a Neighborhood Association is created, a declaration of covenants and restrictions affecting such portions of Arborwood South to be administered by said Neighborhood Association.

20. "Operating Expenses" means the expenses for which Owners are liable to the Association as described in the Arborwood South Documents and includes, but is not limited to: (a) the costs and expenses incurred by the Association in owning, administering, operating, maintaining, financing, or repairing (but not reconstructing, replacing or improving), the Association Property or any portion thereof and Improvements thereon, and (b) all costs and expenses incurred by the Association in carrying out its powers and duties as set forth in the Arborwood South Documents.

21. "Owner" means and refers to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Home within Arborwood South, and includes Declarant for so long as Declarant owns fee simple title to a Lot, but excluding therefrom those having such interest as security for the performance of an obligation.

22. "Plat" means the plat of Botanica Lakes - Plat One recorded or to be recorded in the Public Records of the County. In the event an Additional Plat is recorded among the Public Records of the County, then the term "Plat" as used herein shall also mean the Additional Plat.

Unless otherwise defined herein, the terms defined in the Declaration are incorporated herein by reference and shall appear in initial capital letters each time such terms appears in these Articles.

ARTICLE II
NAME

The name of this corporation shall be ARBORWOOD SOUTH HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, whose principal address and mailing address is 1600 Sawgrass Corporate Parkway, Suite 300, Sunrise, Florida 33323.

ARTICLE III
PURPOSES

The purpose for which the Association is organized is to take title to, administer, operate, maintain, finance, repair, replace, manage and lease the Association Property in accordance with the terms of, and purposes set forth in, the Arborwood South Documents and to carry out the covenants and enforce the provisions of the Arborwood South Documents.

ARTICLE IV
POWERS

The Association shall have the following powers and shall be governed by the following provisions:

A. The Association shall have all of the common law and statutory powers of a corporation not for profit.

B. The Association shall have all of the powers granted to the Association in the Arborwood South Documents. All of the provisions of the Declaration and Bylaws which grant powers to the Association are incorporated into these Articles.

C. The Association shall have all of the powers reasonably necessary to implement the purposes of the Association, including, but not limited to, the following:

1. To perform any act required or contemplated by it under the Arborwood South Documents.

2. To make, establish, amend, abolish (in whole or in part), and enforce reasonable rules and regulations governing the use of the Association Property.

3. To make, levy and collect Assessments for the purpose of obtaining funds from its Members to pay Operating Expenses and other costs defined in the Declaration and costs of collection, and to use and expend the proceeds of Assessments in the exercise of the powers and duties of the Association.

4. To own, administer, operate, maintain, finance, repair, replace, manage, lease and convey the Association Property in accordance with the Arborwood South Documents.

5. To enforce by legal means the obligations of the Members and the provisions of the Arborwood South Documents.

6. To employ personnel, retain independent contractors and professional personnel, and enter into service contracts to provide for the administration, operation, maintenance, financing, repairing, replacing, management and leasing of the Association Property and to enter into any other agreements consistent with the purposes of the Association, including, but not limited to, agreements with respect to professional management of the Association Property and to delegate to such professional manager certain powers and duties of the Association.

7. To enter into the Declaration and any amendments thereto and instruments referred to therein as well as any Neighborhood Declaration(s) that may be created.

8. To collect all regular monthly or quarterly assessments and other sums due the Neighborhood Association(s), as applicable, except as otherwise provided in the Declaration and

subject to the Association's right to turnover control of such collection to the applicable Neighborhood Association(s).

9. To provide, to the extent deemed necessary by the Board, any and all services and do any and all things which are incidental to or in furtherance of things listed above or to carry out the Association mandate to keep and maintain Arborwood South in a proper and aesthetically pleasing condition and to provide the Owners with services, amenities, controls, rules and regulations, and enforcement which will enhance the quality of life at Arborwood South.

10. Notwithstanding anything contained herein to the contrary, the Association shall be required to obtain the approval of three-fourths (3/4) of all Members (at a duly called meeting of the Members at which a quorum is present) prior to the engagement of legal counsel by the Association for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

(a) the collection of Assessments;

(b) the collection of other charges which Owners are obligated to pay pursuant to the Arborwood South Documents;

(c) the enforcement of any applicable use and occupancy restrictions contained in the Arborwood South Documents;

(d) dealing with an emergency when waiting to obtain the approval of the Members creates a substantial risk of irreparable injury to the Association Property or to Member(s) (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of three-fourths (3/4) of the Members); or

(e) filing a compulsory counterclaim.

ARTICLE V
MEMBERS AND VOTING

The qualification of Members of the Association, the manner of their admission to membership, the manner of the termination of such membership and the manner of voting by Members shall be as follows:

A. Until such time as the first deed of conveyance of a Lot from Declarant to an Owner is recorded amongst the Public Records of the County ("First Conveyance"), the membership of the Association shall be comprised solely of the Declarant.

B. Upon the First Conveyance, Declarant shall be a Member as to each of the remaining Lots until each such Lot is conveyed to another Owner, and thereupon and thereafter each and every Owner, including Declarant as to Lots owned by Declarant, shall be a Member and exercise all of the rights and privileges of a Member.

C. Membership in the Association for Owners other than Declarant shall be established by the acquisition of ownership of fee simple title to a Lot as evidenced by the recording of an instrument of conveyance amongst the Public Records of the County. Where title to a Lot is acquired by conveyance from a party other than Declarant by means of sale, gift, inheritance, devise, bequest, judicial decree or otherwise, the person, persons or entity thereby acquiring such Lot shall not be a Member unless or until such Owner shall deliver a true copy of a deed or other instrument of acquisition of title to the Association.

D. The Association shall have two (2) classes of voting membership:

1. "Class A Members" shall be all Members, with the exception of Declarant while Declarant is a Class B Member, each of whom shall be entitled to one (1) vote for each Lot owned.

2. "Class B Members" shall be Declarant, who shall be entitled to three times the total number of votes of the Class A Members plus one. Class B membership shall cease and be converted to Class A membership upon the earlier to occur of the following events ("Turnover Date"):

(i) Three (3) months after the conveyance of ninety percent (90%) of the "Total Developed Lots" (as defined in Article X.C hereof) by Declarant, as evidenced by the recording of instruments of conveyance of such Lots amongst the Public Records of the County; or

(ii) At such time as Declarant shall designate in writing to the Association.

On the Turnover Date, Class A Members, including Declarant, shall assume control of the Association and elect not less than a majority of the Board.

E. The designation of different classes of membership are for purposes of establishing the number of votes applicable to certain Lots, and nothing herein shall be deemed to require voting solely by an individual class on any matter which requires the vote of Members, unless otherwise specifically set forth in the Arborwood South Documents.

F. No Member may assign, hypothecate or transfer in any manner his membership in the Association except as an appurtenance to his Lot.

G. Any Member who conveys or loses title to a Lot by sale, gift, inheritance, devise, bequest, judicial decree or otherwise shall, immediately upon such conveyance or loss of title, no longer be a Member with respect to such Lot and shall lose all rights and privileges of a Member resulting from ownership of such Lot.

H. There shall be only one (1) vote for each Lot, except for the Class B Members as set forth herein. If there is more than one Member with respect to a Lot as a result of the fee interest in such Lot being held by more than one person, such Members collectively shall be entitled to only one (1) vote. The vote of the Owners of a Lot owned by more than one natural person or by a corporation or other legal entity shall be cast by the person named ("Voting Member") in a certificate signed by all of the Owners of the Lot, or, if appropriate, by properly designated officers, partners or principals of the respective legal entity, and filed with the Secretary of the Association, and such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not filed with the Secretary of the Association, the Owners of such Lot shall lose their right to vote until such a certificate is filed with the Secretary of the Association, but the Lot shall be considered for purposes of establishing a quorum.

Notwithstanding the foregoing provisions, whenever any Lot is owned by a husband and wife they may, but shall not be required to, designate a Voting Member. In the event a certificate designating a Voting Member is not filed by the husband and wife, the following provisions shall govern their right to vote:

1. When both are present at a meeting, each shall be regarded as the agent and proxy of the other for purposes of casting the vote for each Lot owned by them. In the event they are unable to concur in their decision upon any topic requiring a vote, they shall lose their right to vote on that topic at that meeting, but shall count for purposes of establishing a quorum.

2. When only one (1) spouse is present at a meeting, the person present may cast the Lot vote without establishing the concurrence of the other spouse, absent any prior written notice to the contrary by the other spouse. In the event of prior written notice to the contrary to the Association by the other spouse, the vote of said Lot shall not be considered, but shall count for purposes of establishing a quorum.

3. When neither spouse is present, the person designated in a "Proxy" (as defined in the Bylaws) signed by either spouse may cast the Lot vote, when voting by Proxy is allowed, absent any prior written notice to the contrary to the Association by the other spouse or the designation of a different Proxy by the other spouse. In the event of prior written notice to the contrary to the Association or the designation of a different Proxy by the other spouse, the vote of said Lot shall not be considered, but shall count for purposes of establishing a quorum.

I. Unless some greater number is provided for in the Arborwood South Documents, a quorum shall consist of persons entitled to cast at least thirty percent (30%) of the total number of votes of the Members.

ARTICLE VI
TERM

The term for which this Association is to exist shall be perpetual. In the event of dissolution of the Association (unless same is reinstated), other than incident to a merger or consolidation, all of the assets of the Association (other than the Drainage System, which shall be conveyed to an appropriate agency of local government having jurisdiction thereof, unless such agency does not accept same) shall be conveyed to a similar homeowners association or a public agency having a similar purpose, or any Member may petition the appropriate circuit court of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and its properties in the place and stead of the dissolved Association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties. In the event of dissolution of the Association and conveyance of the Drainage System to an appropriate agency of local government having jurisdiction thereof as aforesaid, such agency shall have reasonable rights of access to the Property consisting of the Drainage System to operate, maintain, repair and replace the Drainage System.

ARTICLE VII
INCORPORATOR

The name and address of the Incorporator of these Articles is:

Steven M. Helfman
1600 Sawgrass Corporate Parkway, Suite 300
Sunrise, Florida 33323

ARTICLE VIII
OFFICERS

The affairs of the Association shall be managed by the President of the Association, assisted by the Vice President(s), Secretary and Treasurer, and, if any, by the Assistant Secretary(ies) and Assistant Treasurer(s), subject to the directions of the Board. Except for officers elected prior to the Turnover Date, officers must be Members, or the parents, children or spouses of Members.

The Board shall elect the President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time, determine. The President shall be elected from amongst the membership of the Board, but no other officer need be a Director. The same person may hold two or more offices, the duties of which are not incompatible; provided, however, the office of President and a Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

ARTICLE IX
FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President	-	Tambra Wolfe
Vice President	-	Patricia Campbell
Secretary/Treasurer	-	N. Maria Menendez

ARTICLE X
BOARD OF DIRECTORS

A. The number of Directors on the first Board of Directors of the Association ("First Board") shall be three (3). The number of Directors on the "Initial Elected Board" (as hereinafter defined) shall be five (5). The number of Directors elected by the Members subsequent to the "Declarant's Resignation Event" (as hereinafter defined) shall be not less than three (3) nor more than seven (7), as the Board shall from time to time determine prior to each meeting at which Directors are to be elected. Except for Declarant-appointed Directors, Directors must be Members or the parents, children or spouses of Members. Each Director shall have only one (1) vote.

B. The names and addresses of the persons who are to serve as Directors on the First Board are as follows:

NAMES	ADDRESSES
Tambra Wolfe	1600 Sawgrass Corporate Parkway, Suite 300 Sunrise, Florida 33323
Patricia Campbell	1600 Sawgrass Corporate Parkway, Suite 300 Sunrise, Florida 33323
N. Maria Menendez	1600 Sawgrass Corporate Parkway, Suite 300 Sunrise, Florida 33323

Declarant reserves the right to replace and/or designate and elect successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided.

C. Declarant initially intends that Arborwood South, if and when ultimately developed, will contain approximately seven hundred forty-five (745) Lots with a Home constructed on each Lot ("Developed Lots"). For purposes of this paragraph, "Total Developed Lots" shall mean the seven hundred forty-five (745) Developed Lots which Declarant initially intends to develop in Arborwood South. Notwithstanding the foregoing, Declarant has reserved the right in the Declaration to modify its plan of development for Arborwood South (including, without limitation, the right to modify the product types to be constructed) and to add land to and withdraw land from Arborwood South. Therefore, the total number of Lots and Homes within Arborwood South, and thus the term "Total Developed Lots," may refer to a number greater or lesser than seven hundred forty-five (745). Notwithstanding anything to the contrary, with respect to any portion(s) of Arborwood South submitted to the condominium form of ownership, "Developed Lots" shall refer to the individual condominium units thereof and not the parcel(s) of real property on which the Condominium is constructed.

D. Upon the Turnover Date, the Members other than Declarant ("Purchaser Members") shall be entitled to elect not less than a majority of the Board. The election of not less than a majority of the Board by the Purchaser Members shall occur at a special meeting of the membership to be called by the Board for such purpose ("Initial Election Meeting"). The First Board shall serve until the Initial Election Meeting.

E. The Initial Election Meeting shall be called by the Association, through the Board, within sixty (60) days after the Purchaser Members are entitled to elect a majority of Directors as provided in Paragraph D hereof. A notice of meeting shall be forwarded to all Members in accordance with the Bylaws; provided, however, that the Members shall be given at least fourteen (14) days prior notice of such meeting. The notice shall also specify the number of Directors which shall be elected by the Purchaser Members and the remaining number of Directors designated by Declarant.

F. At the Initial Election Meeting, Purchaser Members, who shall include all Members other than Declarant, the number of which may change from time to time, shall elect three (3) of the Directors, and Declarant, until the Declarant's Resignation Event, shall be entitled to designate two (2) Directors (same constituting the "Initial Elected Board"). Declarant reserves and shall have the right, until the Declarant's Resignation Event, to name the successor, if any, to any Director it has so designated.

G. The Board shall continue to be so designated and elected, as described in Paragraph E above, at each subsequent "Annual Members' Meeting" (as defined in the Bylaws), until the Annual Members' Meeting following the Declarant's Resignation Event or until a Purchaser Member-elected Director is removed in the manner hereinafter provided.

A Director (other than a Declarant-appointed Director) may be removed from office upon the affirmative vote or agreement in writing of a majority of the voting interests of Purchaser Members for any reason deemed to be in the best interests of the Purchaser Members. A meeting of the Purchaser Members to so remove a Director (other than a Declarant-appointed Director) shall be held upon the written request of ten percent (10%) of the Purchaser Members. Any such recall shall be effected and a recall election shall be held, if applicable, as provided in the HOA Act.

H. Upon the earlier to occur of the following events ("Declarant's Resignation Event"), Declarant shall cause all of its designated Directors to resign:

1. When Declarant no longer holds at least five percent (5%) of the Total Developed Lots for sale in the ordinary course of business and all Lots sold by Declarant have been conveyed as evidenced by the recording of instruments of conveyance of such Lots amongst the Public Records of the County; or

2. When Declarant causes the voluntary resignation of all of the Directors designated by Declarant and does not designate replacement Directors.

Upon Declarant's Resignation Event, the Directors elected by Purchaser Members shall elect a successor Director to fill the vacancy caused by the resignation or removal of Declarant's designated Director. This successor Director shall serve until the next Annual Members' Meeting and until his successor is elected and qualified. In the event Declarant's Resignation Event occurs prior to the Initial Election Meeting, the Initial Election Meeting shall be called in the manner set forth in Paragraph G of this Article X, and all of the Directors shall be elected by the Purchaser Members at such meeting.

I. At each Annual Members' Meeting held subsequent to Declarant's Resignation Event, all of the Directors shall be elected by the Members. At the first Annual Members Meeting held after the Initial Election Meeting, a "staggered" term of office of the Board shall be created as follows:

1. a number equal to fifty percent (50%) of the total number of Directors rounded up to the nearest whole number is the number of Directors whose term of office shall be established at two (2) years and the Directors serving for a two (2) year term will be the Directors receiving the most votes at the meeting; and

2. the remaining Directors' terms of office shall be established at one (1) year.

At each Annual Members' Meeting thereafter, as many Directors of the Association shall be elected as there are Directors whose regular term of office expires at such time, and the term of office of the Directors so elected shall be for two (2) years, expiring when their successors are duly elected and qualified.

J. The resignation of a Director who has been designated by Declarant or the resignation of an officer of the Association who has been elected by the First Board shall be deemed to remise, release, acquit, satisfy and forever discharge such Director or officer of and from any and all manner of action(s), cause(s) of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the Association or Purchaser Members had, now have or will have or which any personal representative, successor, heir or assign of the Association or Purchaser Members hereafter can, shall or may have against said Director or officer for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of such resignation, except for such Director's or officer's willful misconduct or gross negligence.

ARTICLE XI
INDEMNIFICATION

Each and every Director and officer of the Association shall be indemnified by the Association against all costs, expenses and liabilities, including attorney and paralegal fees at all trial and appellate levels and postjudgment proceedings, reasonably incurred by or imposed upon him in connection with any negotiation, proceeding, arbitration, litigation or settlement in which he becomes involved by reason of his being or having been a Director or officer of the Association, and the foregoing provision for indemnification shall apply whether or not such person is a Director or officer at the time such cost, expense or liability is incurred. Notwithstanding the above, in the event of a settlement in connection with any of the foregoing, the indemnification provisions provided in this Article XI shall not be automatic and shall apply only when the Board approves such settlement and reimbursement for the costs and expenses of such settlement as being in the best interest of the Association, and in the event a Director or officer admits that he is or is adjudged guilty of willful misconduct or gross negligence in the performance of his or her duties, the indemnification provisions of this Article XI shall not apply. The foregoing right of indemnification provided in this Article XI shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer of the Association may be entitled under statute or common law.

ARTICLE XII
BYLAWS

The Bylaws shall be adopted by the First Board, and thereafter may be altered, amended or rescinded in the manner provided for in the Bylaws. In the event of any conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

ARTICLE XIII
AMENDMENTS

A. Prior to the First Conveyance, these Articles may be amended only by an instrument in writing signed by the Declarant and filed in the Office of the Secretary of State of the State of Florida.

B. After the First Conveyance and prior to the Turnover Date, these Articles may be amended solely by a majority vote of the Board, without the prior written consent of the Members, at a duly called meeting of the Board.

C. After the Turnover Date, these Articles may be amended in the following manner:

1. (a) The Board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the Members, which may be at either the Annual Members' Meeting or a special meeting. Any number of proposed amendments may be submitted to the Members and voted upon by them at one meeting.

(b) Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member within the time and in the manner provided in the Bylaws for the giving of notice of meetings.

(c) At such meeting, a vote of the Members shall be taken on the proposed amendment(s). The proposed amendment(s) shall be adopted upon receiving the affirmative vote of a majority of the total number of Members in the Association.

2. An amendment may be adopted by a written statement (in lieu of a meeting) signed by all Members and all members of the Board setting forth their intention that an amendment to the Articles be adopted.

D. After the First Conveyance, these Articles may not be amended without the written consent of a majority of the members of the Board.

E. Notwithstanding any provisions of this Article XIII to the contrary, these Articles shall not be amended in any manner which shall prejudice the rights of any "Institutional Mortgagee" (as such term is defined in the Declaration) without the prior written consent of such Institutional Mortgagee.

F. Notwithstanding the foregoing provisions of this Article XIII to the contrary, no amendment to these Articles shall be adopted which shall abridge, prejudice, amend or alter the rights of Declarant without the prior written consent of Declarant, including, but not limited to, Declarant's right to designate and select members of the First Board or otherwise designate and select Directors as provided in Article X above, nor shall any other amendment be adopted or become effective without the prior written consent of Declarant.

G. Any instrument amending these Articles shall identify the particular article or articles being amended and shall provide a reasonable method to identify the amendment being made. A certified copy of each such amendment shall be attached to any certified copy of these Articles, and a copy of each amendment certified by the Secretary of State shall be recorded amongst the Public Records of the County.

ARTICLE XIV
REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 1600 Sawgrass Corporate Parkway, Suite 300, Sunrise, Florida 33323 and the initial registered agent of the Association at that address shall be Steven M. Helfman, Esq.

IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature, this 3rd day of January, 2006.

STEVEN M. HELFMAN

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STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 3rd day of January, 2006, by Steven M. Helfman, the person described as the Incorporator of these Articles who executed the foregoing Articles of Incorporation and who is personally known to me.

[NOTARIAL SEAL]

Michelle DeRosa Mulay
Commission # DD405784
Expires March 10, 2009

Notary Public, State of Florida

The undersigned hereby accepts the designation of Registered Agent as set forth in Article XIV of these Articles of Incorporation, and acknowledges that he is familiar with and accepts the obligations imposed upon registered agents under the Florida Not For Profit Corporation Act.

STEVEN M. HELFMAN

Dated: January 3, 2006

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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EXHIBIT C

Bylaws of Marina Bay of Fort Myers Homeowners Association, Inc.

[See Attached 10 Pages]

BYLAWS
OF
MARINA BAY OF FORT MYERS HOMEOWNERS ASSOCIATION, INC.

Section 1. Identification of Association

These are the Bylaws of the Marina Bay of Fort Myers Homeowners Association, Inc. ("Association") as duly adopted by its Board of Directors ("Board"). The Association is a corporation not for profit, organized pursuant to Chapters 617 and 720, Florida Statutes.

1.1. The office of the Association shall be for the present at 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323 and thereafter may be located at any place designated by the Board.

1.2. The fiscal year of the Association shall be the calendar year.

1.3. The seal of the Association shall bear the name of the Association, the word "Florida" and the words "Corporation Not For Profit."

Section 2. Explanation of Terminology

The terms defined in the Articles of Incorporation of the Association ("Articles") as well as in the Declaration of Covenants, Restrictions and Easements for Marina Bay ("Declaration") are incorporated herein by reference and shall appear in initial capital letters each time such terms appear in these Bylaws.

Section 3. Membership; Members' Meetings; Voting and Proxies

3.1. The qualification of Members, the manner of their admission to membership in the Association, the manner of termination of such membership and the voting by Members shall be as set forth in the Articles.

3.2. The Members shall meet annually ("Annual Members' Meeting"). The Annual Members' Meeting shall be held at the office of the Association or at such other place in the County as the Board may determine and on such day and at such time as designated by the Board in the notice of such meeting commencing with the year following the year in which the Articles are filed with the Secretary of State. The purpose of the Annual Members' Meeting shall be to hear reports of the officers, elect members of the Board (when that shall be appropriate as determined by the provisions of the Articles) and transact any other business authorized to be transacted at such Annual Members' Meeting.

3.3. Special meetings (meetings other than the Annual Members' Meeting) of the Members shall be held at any place within the County whenever called by the President or Vice President or by a majority of the Board. A special meeting must be called by such President or Vice President upon receipt of a written request from Members having the right to vote at least one-third (1/3) of the total number of votes entitled to be cast by Members at any such special meeting.

3.4. Except as otherwise provided in the Articles, a written notice of each Members' meeting, whether an Annual Members' Meeting or a special meeting (collectively "Meeting"), shall be given to each Member entitled to vote at such Member's last known address as it appears on the books of the Association, and shall be mailed or hand delivered to the said address or electronically transmitted to the location furnished by the Member for that purpose not less than fourteen (14) days nor more than forty-five (45) days prior to the date of the Meeting. Proof of such mailing, hand delivery or electronic transmission shall be given by affidavit of the person giving the notice. Any notice given hereunder shall state the time and place of the Meeting and the purposes for which the Meeting is called. The notices of

all Annual Members' Meetings shall, in addition, specify the number of Directors of the Association to be designated by Declarant and the number of Directors to be elected by the Members, if applicable. Notwithstanding any provisions hereof to the contrary, notice of any Meeting may be waived before, during or after such Meeting by a Member or by the person entitled to vote for such Member by signing a document setting forth the waiver of such notice and the attendance of any Member (or person authorized to vote for such Member), either in person or by proxy, shall constitute such Member's waiver of notice of such Meeting, and waiver of any and all objections to the place of the Meeting, the time of the Meeting or the manner in which it has been called or convened, except when Member's (or Member's authorized representative's) attendance is for the express purpose of objecting at the beginning of the Meeting to the transaction of business because the Meeting is not lawfully called.

3.5. The Members may, at the discretion of the Board, act by written response in lieu of a Meeting provided written notice of the matter or matters to be agreed upon is given to the Members or duly waived in accordance with the provisions of these Bylaws. Unless some greater number is required under the Marina Bay Documents and except as to the election of Directors, which shall be accomplished by plurality vote, the decision of a majority of the votes cast by Members as to the matter or matters to be agreed or voted upon shall be binding on the Members provided a quorum is either present at such Meeting or submits a response if action is taken by written response in lieu of a Meeting, as the case may be. The notice with respect to actions to be taken by written response in lieu of a Meeting shall set forth the time period during which the written responses must be received by the Association.

3.6. (a) A quorum of the Members shall consist of Members entitled to cast thirty percent (30%) of the total number of votes of the Members. A quorum of any class of Members shall consist of Class Members of such class entitled to cast thirty percent (30%) of the total number of votes of the class. Limited "Proxies" and general "Proxies" (as hereinafter defined in Paragraph 3.10) may be used to establish a quorum.

(b) When a quorum is present at any Meeting and a question which raises the jurisdiction of such Meeting is presented, the holders of a majority of the voting rights present in person or represented by written Proxy shall be required to decide the question. However, if the question is one upon which a vote other than the majority vote of a quorum is required by express provision of the Marina Bay Documents or by law, then such express provision shall govern and control the required vote on the decision of such question.

3.7. Not less than sixty (60) days before any Annual Members' Meeting at which elections of Directors are to occur, the Association shall mail, delivery or electronically transmit, whether by separate Association mailing or included in another Association mailing, delivery or transmission, including regularly published newsletters, to each Member entitled to a vote, a first notice of the date of the Election Meeting. Any Member or other eligible person desiring to be a candidate for the Board must give written notice to the Association not less than forty (40) days before the Election Meeting. Together with an agenda, the Association shall mail, delivery or electronically transmit a second notice of the Election Meeting to all Members entitled to vote therein, together with a ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, no larger than 8 ½ by 11 inches, which must be furnished by the candidate not less than thirty-five (35) days before the Election Meeting, to be included with the mailing, delivery or transmission of the ballot, with the costs of mailing, delivery or electronic transmission and copying to be borne by the Association. The Association shall not be liable for the contents of any information sheets prepared and supplied by the candidates. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement; however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election of Members of the Board. Members may not vote for Directors by Proxy. Voting by secret ballots by Members shall be conducted in accordance with Section 720.306(8)(b) of the HOA Act. Furthermore, at any Election Meeting, the "Chairman" (as hereinafter defined in Paragraph 7.2) shall appoint an "Election Committee" consisting of three (3) Members to supervise the election, count

and verify ballots, disqualify votes if such disqualification is justified under the circumstances and certify the results of the election to the Board. The Election Committee shall be able to determine questions within its jurisdiction by plurality vote of all three (3) members, but matters resulting in deadlocked votes of the Election Committee shall be referred to the entire Board for resolution.

3.8. If a quorum is not in attendance at a Meeting, the majority of the Members who are present, either in person or by Proxy, may adjourn the Meeting from time to time until a quorum is present and no further notice of the adjourned and continued Meeting need be given. Except as required above, Proxies given for the adjourned Meeting shall be valid for the adjourned and continued Meeting unless revoked for reasons other than the adjourned and continued date of the Meeting with no further notice of such adjourned Meeting being required other than prior to such adjournment, the announcement of the time, date and place for the re-continued Meeting.

3.9. Minutes of all Meetings shall be kept in a businesslike manner and be available for inspection by the Members and Directors at all reasonable times. The Association shall retain minutes for such time as required by applicable Florida law.

3.10. Voting rights of Members shall be as stated in the Articles with respect to the election of all Boards other than the First Board. Such votes may be cast in person, by secret ballot or by Proxy (as hereinafter defined). Proxies may also be used to vote on other agenda items at meetings at which Directors are to be elected, and may also be used to establish a quorum. "Proxy" is defined to mean an instrument containing the appointment of a person who is substituted in the place and stead of the person or authorized representative of an entity entitled to vote. Proxies shall be in writing signed by the person or authorized representative of an entity giving the same and shall be valid only for the particular Meeting designated therein and, if so stated in the Proxy, any adjournments thereof, provided, however, any proxy automatically expires ninety (90) days after the date of the meeting for which it was originally given. A Proxy must be filed with the Secretary of the Association before the appointed time of the Meeting in order to be valid. Any Proxy may be revoked prior to the time a vote is cast in accordance with such Proxy. Any proxy holder may appoint, in writing, a substitute to act in his or her place.

3.11. The voting on any matter at a Meeting shall be by secret ballot upon request of the holders of ten percent (10%) of the votes represented at such Meeting and entitled to be cast on such matter, if such request is made prior to the vote in question.

Section 4. Board; Directors' Meetings

4.1. The business and administration of the Association shall be by its Board.

4.2. The election and, if applicable, designation of Directors shall be conducted in accordance with Section 3.7 above. Except for Declarant-appointed Directors, Directors must be Members or the parents, children or spouses of Members except that if a Lot is owned by an entity and not an individual, such entity may only appoint a partner, shareholder, member, manager, director or officer of such entity or any of its constituent entities on its behalf to be eligible to serve on the Board.

4.3. (a) Any person elected or designated as a Director shall have all the rights, privileges, duties and obligations of a Director of the Association.

(b) The term of a Director's service shall be as stated in the Articles and, if not so stated, shall extend until the next Annual Members' Meeting and thereafter until his or her successor is duly elected and qualified or until he or she resigns or is removed in the manner elsewhere provided.

4.4. The organizational meeting of a newly elected Board shall be held immediately after the election, but if not, then no later than ten (10) days following its election at such place and time as shall be fixed by the Directors at the meeting at which they were elected and notice of such organizational meeting shall be given in accordance with the HOA Act.

4.5. Regular meetings of the Board may be held at such times and places in the County as shall be determined from time to time by a majority of the Directors. Special meetings of the Board may be called at the discretion of the President or the Vice President. Special meetings must be called by the Secretary at the written request of at least one-third (1/3) of the Directors. Any such special meeting may be held in the County at such time and place as determined by the Directors requesting such meeting or in such other place as all of the Directors shall agree upon.

4.6. Notice of the time and place of regular and special meetings of the Board, or adjournments thereof, shall be given to each Director personally or by mail, telephone, facsimile or electronically transmitted if correctly directed to an electronic mail address at which the Director has consented to receive notice, at least forty eight (48) hours prior to the date and time named for such meeting unless such notice is waived before, during or after such meeting. Any Director may waive notice of the meeting in writing before, during or after a meeting and such waiver shall be deemed equivalent to the receipt of notice by such Director. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, and a waiver of any and all objections to the place of the meeting, to the time of the meeting or the manner in which it has been called or convened, except when a Directors states at the beginning of the meeting, or promptly upon arrival at the meeting, any objection to the transaction of affairs because the meeting is not lawfully called or convened.

4.7 Notice of all Board meetings shall be given to the members in accordance with the HOA Act.

4.8. A quorum of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. Matters approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the official acts of the Board, except as may be otherwise specifically provided by law, by the Articles or elsewhere herein. If at any meeting of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any meeting that takes place on account of a previously adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted. In the case of the adjournment of a meeting, no further notice of the adjourned meeting need be given other than, prior to such adjournment, the announcement of the time, date and place for the re-continued meeting.

4.9. The presiding officer at all Board meetings shall be the President. In the absence of the President, the Vice-President shall preside and in the absence of the Vice President, the Directors shall designate any one of their number to preside.

4.10. No Director shall receive any compensation from the Association for acting in such capacity or capacities, unless approved by a majority vote of the Members at a Meeting.

4.11. Minutes of all meetings of the Board shall be kept in a businesslike manner and be available for inspection by Members and Directors as required by Florida law.

4.12. The Board shall have the power to appoint an "Executive Committee(s)" of the Board consisting of not less than three (3) Directors. An Executive Committee(s) shall have and exercise such powers of the Board as may be delegated to such Executive Committee(s) by the Board.

4.13. Meetings of the Board shall be open to all Members pursuant to, and as limited by, the HOA Act. The Board may also hold closed meetings to the extent permitted by applicable law, including, by way of example but not by way of limitation, when the discussion at a meeting is governed by attorney-client privilege, meetings between the Board or a committee and the Association's attorney to discuss proposed or pending litigation or meetings of the Board held for the purpose of discussing personnel matters. Members shall have the right to speak on any matter placed on the agenda in accordance with, and as limited by, the HOA Act and any rules and regulations promulgated by the Association governing the frequency, duration and other manner of Member statements, which rules may include a sign up sheet for Members wishing to speak. In the event a Member conducts himself or herself in a manner detrimental to the carrying on of the meeting, then any Director may expel said Member from the meeting by any reasonable means which may be necessary to accomplish said Member's expulsion. Also, the Board shall have the right to exclude from any meeting of the Board any person who is not able to provide sufficient proof that he or she is a Member or a duly authorized representative, agent or proxy holder of a Member, unless said person has been specifically invited by any of the Directors to participate in such meeting.

4.14. The Board may by resolution also create committees and appoint persons to such committees and vest in such committees such powers and responsibilities as the Board shall deem advisable.

4.15 Prior to the Turnover Date, any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, specifically setting forth the action to be taken, shall be signed by all the Directors entitled to vote with respect to the subject matter thereof and such consent shall have the same force and effect as a unanimous vote of the Directors, provided, however, whenever assessments are to be considered, they may be considered only at a meeting of the Directors properly noticed in accordance with the HOA Act.

Section 5. Powers and Duties of the Board

5.1. All of the powers and duties of the Association shall be exercised by the Board. Such powers and duties of the Board shall include, but not be limited to, all powers and duties set forth in the Marina Bay Documents, as well as all of the powers and duties of a director of a corporation not for profit under applicable Florida law not inconsistent therewith.

5.2. The Association may employ a manager to perform any of the duties, powers or functions of the Association. Notwithstanding the foregoing, the Association may not delegate to the manager the power to conclusively determine whether the Association should make expenditures for capital additions or improvements chargeable against the Association funds. The members of the Board shall not be personally liable for any omission or improper exercise by the manager of any duty, power or function delegated to the manager by the Association.

Section 6. Late Fees

An Owner who fails to timely pay any Assessment shall be charged a late charge of Twenty-Five Dollars ($25) by the Association for such late Assessment or such other amount determined by the Board to be charged for the late payments of Assessments provided such amount does not exceed the highest amount permitted by law. Owners shall also be responsible to pay all legal fees (including, but not limited to, attorney and paralegal fees and court costs) incurred in connection with the collection of late Assessments whether or not an action at law to collect said Assessments and foreclose the Association's lien has been commenced. Without limitation, the Board has authorized the following initial schedule of fees for such circumstances:

(a) Reasonable attorney's fees, costs and expenses incurred in the filing of a Claim of Lien.

(b) Reasonable attorney's fees, costs and expenses incurred in the filing of a Satisfaction of Lien;

(c) Reasonable attorney's fees, costs and expenses incurred in the preparation and sending of any Notice of Intent to Lien and Notice of Intent to Foreclose; and

(d) Reasonable attorney's fees, costs and expenses incurred in any action pursuing collection of such unpaid Assessments or violation by a Member or their guests and invitees of any part of the Marina Bay Documents.

Section 7. Officers of the Association

7.1. Executive officers of the Association shall be the President, who shall be a Director, one or more Vice Presidents, a Treasurer and a Secretary, all of whom shall be elected annually by the Board. Any officer may be removed without cause from office by vote of a majority of the Directors at any meeting of the Board. The Board may, from time to time, elect such other officers and assistant officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association. One person may hold any two offices simultaneously, except when the functions of such offices are incompatible, but no person shall hold the office of President and any other office simultaneously.

7.2. The President shall be the chief executive officer of the Association. He or she shall have all of the powers and duties which are usually vested in the office of the President of an association or a corporation not for profit, including, but not limited to, the power to appoint such committees from among the Members at such times as he or she may, in his or her discretion, determine appropriate to assist in the conduct of the affairs of the Association. If in attendance, the President ("Chairman") shall preside at all meetings of the Board and the Members; provided, however, that the President may appoint a substitute.

7.3. In the absence or disability of the President, a Vice President shall exercise the powers and perform the duties of the President. If there is more than one (1) Vice President, the Board shall designate which Vice President is to perform which duties. The Vice President(s) shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board. In the event there shall be more than one Vice President elected by the Board, then they shall be designated "First," "Second," *etc.*, and shall exercise the powers and perform the duties of the presidency in such order.

7.4. The Secretary shall keep the minutes of all meetings of the Board and the Members, which minutes shall be kept in a businesslike manner and be available for inspection by Members and Directors at all reasonable times. The Secretary shall have custody of the seal of the Association and affix the same to instruments requiring such seal when duly authorized and directed to do so. The Secretary shall be custodian for the corporate records of the Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of the Association as may be required by the Board or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent and shall assist the Secretary under the supervision of the Secretary.

7.5. The Treasurer shall have custody of all of the monies of the Association, including funds, securities and evidences of indebtedness. The Treasurer shall keep the assessment rolls and accounts of the Members and shall keep the books of the Association in accordance with good accounting practices and he or she shall perform all of the duties incident to the office of the Treasurer.

The Assistant Treasurer, if any, shall perform the duties of the Treasurer when the Treasurer is absent and shall assist the Treasurer under the supervision of the Treasurer.

7.6. The compensation, if any, of the Directors, officers, committee members and other employees of the Association shall be fixed by the Board. Directors and officers shall not receive any compensation from the Association for acting in such capacity or capacities, unless approved by a majority vote of the Members at a Meeting. This provision shall not preclude the Board from hiring a Director or Officer as an employee of the Association or preclude contracting with a Director or Officer, or a party affiliated with a Director or Officer for the management or performance of contract services for all or any part of Marina Bay.

Section 8. Resignations; Vacancy; Removal

8.1 Any Director or officer may resign his or her post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Lots owned by any Director or officer (other than appointees of Declarant) shall constitute a written resignation of such Director or officer.

8.2 Except when contrary to the HOA Act, when a vacancy occurs on the Board, the vacancy shall be filled by the remaining members of the Board at any meeting by electing a person who shall serve the remaining portion of the unexpired term, provided that all vacancies in directorships to which Directors are appointed by Declarant pursuant to the provisions of the Marina Bay Documents shall be filled only by the Declarant and without the necessity of any meeting.

8.3 Any Director elected by the Members (other than the Declarant) may be removed by concurrence of a majority of voting interest of all of the Members (other than the Declarant) at a Special Meeting of Members called for that purpose, by written agreement signed by a majority of all such Members' voting interest or by written ballot without a Meeting in accordance with the HOA Act. The vacancy of the Board so created shall be filled in accordance with the procedures specified in the HOA Act.

8.4 When a vacancy occurs in an office for any cause, the office shall be filled by the Board at any meeting.

Section 9. Accounting Records; Fiscal Management

9.1. The Association shall prepare financial reports and maintain accounting records in accordance with the HOA Act. The accounting records of the Association shall be open to inspection by Members and Institutional Mortgagees or their respective authorized representatives at reasonable times and in accordance with, but subject to the limitations of, the HOA Act. Such authorization as a representative of a Member must be in writing and signed by the person giving the authorization and dated within sixty (60) days of the date of the inspection. Such records shall include, but not be limited to: (i) a record of all receipts and expenditures; (ii) an account for each Lot within Marina Bay which shall designate the name and address of the Owner thereof, the amount of Individual Lot Assessments and all other Assessments, if any, charged to the Lot, the amounts and due dates for payment of same, the amounts paid upon the account and the dates paid, and the balance due; (iii) any tax returns, financial statements and financial reports of the Association; and (iv) any other non-privileged records that identify, measure, record or communicate financial information.

9.2. The Board shall adopt a Budget (as defined and provided for in the Declaration) of the anticipated Operating Expenses for each forthcoming calendar year (the fiscal year of the

Association being the calendar year) at a special meeting of the Board ("Budget Meeting") called for that purpose to be held during the month of November of the year preceding the year to which the Budget applies. Prior to the Budget Meeting, a proposed Budget for the Operating Expenses shall be prepared by or on behalf of the Board. Within thirty (30) days after adoption of the Budget, the Association shall provide each Member with notice of the Individual Lot Assessment applicable to his or her Lot(s) and either: (a) a copy of the Budget, or (b) a written notice that a copy of the Budget is available upon request at no charge to the Members. If so requested by a Member, a copy thereof shall be furnished to each requesting Member within ten (10) business days after the Association's receipt of the written request. The copy of the Budget, if requested, shall be deemed furnished and the notice of the Individual Lot Assessment shall be deemed given upon its delivery or upon its being mailed to the Owner shown on the records of the Association at such Owner's last known address as shown on the records of the Association.

9.3. In administering the finances of the Association, the following procedures shall govern: (i) the fiscal year shall be the calendar year; (ii) any monies received by the Association in any calendar year may be used by the Association to pay expenses incurred; (iii) there shall be apportioned between calendar years on a *pro rata* basis any expenses which are prepaid in any one calendar year for Operating Expenses which cover more than such calendar year; (iv) Assessments shall be made quarterly in amounts no less than are required to provide funds in advance for payment of all of the anticipated current Operating Expenses and for all unpaid Operating Expenses previously incurred; and (v) items of Operating Expenses incurred in a calendar year shall be charged against income for the same calendar year regardless of when the bill for such expenses is received. Notwithstanding the foregoing, the Assessments for Operating Expenses and any periodic installments thereof shall be of sufficient magnitude to insure an adequacy and availability of cash to meet all budgeted expenses in any calendar year as such expenses are incurred in accordance with the cash basis method of accounting.

9.4. Individual Lot Assessments shall be payable as provided in the Declaration.

9.5. No Board shall be required to anticipate revenue from Assessments or expend funds to pay for Operating Expenses not budgeted or which shall exceed budgeted items, and no Board is required to engage in deficit spending. Should there exist any deficiency which results from there being greater Operating Expenses than monies from Assessments, then such deficits shall be carried into the next succeeding year's Budget as a deficiency or shall be the subject of a Special Assessment or an upward adjustment to the Budget and Individual Lot Assessment, as amended by the Board.

9.6. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board in which the monies of the Association shall be deposited. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Board.

9.7. A report of the accounts of the Association shall be made annually by an accountant and a copy of the report shall be furnished to each Member who requests same in writing no later than the first day of April of the year following the year for which the report is made. The report shall be deemed to be furnished to the Member upon its delivery or mailing to the Owner at such Owner's last known address as shown on the records of the Association.

Section 10. Rules and Regulations

The Board may at any meeting of the Board adopt rules and regulations or amend, modify or rescind, in whole or in part, then existing rules and regulations for the operation of Marina Bay; provided, however, that such rules and regulations are not inconsistent with the terms or provisions of the Marina Bay Documents. Copies of any rules and regulations promulgated, amended or rescinded shall be mailed or delivered to all Members at the last known address for such Members as shown on the records of the

Association at the time of such delivery or mailing and shall not take effect until forty-eight (48) hours after such delivery or mailing, or, in the event both forms of notification are used, whichever is later. Notwithstanding the foregoing, when rules and regulations are to regulate the use of a specific portion of the Association Property, same shall be conspicuously posted at such facility and such rules and regulations shall be effective immediately upon such posting. Care shall be taken to insure that posted rules and regulations are conspicuously displayed and easily readable and that posted signs or announcements are designed with a view toward protection from weather and the elements. Posted rules and regulations which are torn down or lost shall be promptly replaced.

Section 11. Parliamentary Rules

The then latest edition of Robert's Rules of Order shall govern the conduct of all meetings of the Members and the Board; provided, however, if such rules of order are in conflict with any of the Marina Bay Documents or Chapters 617 and 720 Florida Statutes, Robert's Rules of Order shall yield to the provisions of such instrument(s)

Section 12. Roster of Owners

Each Owner shall file with the Association a copy of the recorded deed or other document showing his or her ownership interest in Marina Bay. The Association shall maintain such information. The Association shall also maintain the electronic mailing addresses and numbers of those Owners consenting to receive notice by electronic transmission. The electronic mailing address and numbers provided by Owners consenting to receive notice by electronic transmission shall be removed from Association records when consent to receive notice by electronic transmission is revoked. The Association may rely on the accuracy of such information for all purposes until notified in writing of changes therein. Unless otherwise requested in writing, all numbers and electronic mailing addresses shall constitute a part of the official records of the Association and provided to any Member who makes a proper request to inspect such official records of the Association and/or as part of published membership directories of the Association.

Section 13. Amendment of the Bylaws

13.1. These Bylaws may be amended as hereinafter set forth in this Section 13.

13.2. After the Turnover Date, any Bylaw of the Association may be amended or repealed, and any new Bylaw of the Association may be adopted by either:

(i) a majority vote of the Members who appear in person or by proxy at any Annual Members' Meeting or any special meeting of the Members called for that purpose or by majority action of the Members who have acted by written response in lieu of a Meeting as permitted by these Bylaws; or

(ii) by the affirmative vote of a majority of the Directors then in office at any regular meeting of the Board or at any special meeting of the Board called for that purpose or by written instrument signed by all of the Directors as is permitted by these Bylaws, provided that the Directors shall not have any authority to adopt, amend or repeal any Bylaw if such new Bylaw or such amendment or the repeal of a Bylaw would be inconsistent with any Bylaw previously adopted by the Members.

13.3. Notwithstanding any of the foregoing provisions of this Section 13 to the contrary, until the Turnover Date, all amendments or modifications to these Bylaws and adoption or repeal of Bylaws shall only be made by action of the First Board as described in the Articles, which First Board shall have the power to amend, modify, adopt and repeal any Bylaws without the requirement of any consent, approval or vote of the Members.

13.4. Notwithstanding the foregoing provisions of this Section 13, there shall be no amendment to these Bylaws which shall abridge, prejudice, amend or alter the rights of: (i) Declarant, without the prior written consent thereto by Declarant; or (ii) any Institutional Mortgagee without the prior written consent of such Institutional Mortgagee; nor shall any other amendment to these Bylaws be adopted or become effective without the prior written consent of Declarant for so long as Declarant holds either a leasehold interest in or title to at least one (1) Lot.

13.5. Any instrument amending, modifying, repealing or adding Bylaws shall identify the particular section or sections affected and give the exact language of such modification, amendment or addition or of the provisions repealed. A copy of each such amendment, modification, repeal or addition attested to by the Secretary or Assistant Secretary of the Association shall be recorded amongst the Public Records of the County.

Section 14. Mediation

If and to the extent required by the HOA Act, mandatory mediation before the Department of Business and Professional Regulation (the "Department") shall be required prior to institution of court litigation for disputes involving certain actions or inactions, as described in the HOA Act.

Section 15. Recall of Board Members and Election Disputes

If and to the extent required by the HOA Act, mandatory binding arbitration before the Department shall be required for election disputes and disputes involving the recall of any member of the Board. Any member of the Member-elected Board may be recalled and removed from office as provided for and described in the HOA Act.

Section 16. Interpretation

In the case of any conflict between the Articles and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control; and in the event of any conflict between the Articles and the Declaration, the Declaration shall control.

MARINA BAY OF FORT MYERS HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

By:_____
Name: Barbara Smith
Title: President

Attest:_____
Name: N. Maria Menendez
Title: Secretary

[CORPORATE SEAL]

EXHIBIT D

Water Management District Permit

[See Attached 61 Pages]

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE PERMIT NO. 36-04853-P-05
DATE ISSUED:October 18, 2013

PERMITTEE: LEE COUNTY HOMES ASSOCIATES III L L L P
1600 SAWGRASS CORPORATE PKWY STE 300
SUNRISE, FL 33323

PROJECT DESCRIPTION: This application is a request for an Environmental Resource Permit modification to authorize construction and operation of a surface water management system to serve 117.17 acres of residential development known as Botanica South with discharge into an on-site wetland preserve.

PROJECT LOCATION: LEE COUNTY, SEC 11 TWP 45S RGE 25E

PERMIT DURATION: See Special Condition No:1.

This is to notify you of the District's agency action for Permit Application No. 121214-4, dated December 14, 2012. This action is taken pursuant to the provisions of Chapter 373, Part IV, Florida Statues (F.S).

Based on the information provided, District rules have been adhered to and an Environmental Resource Permit is in effect for this project subject to:

1. Not receiving a filed request for a Chapter 120, Florida Statutes, administrative hearing.
2. the attached 19 General Conditions (See Pages : 2 - 4 of 6),
3. the attached 22 Special Conditions (See Pages : 5 - 6 of 6) and
4. the attached 3 Exhibit(s)

Should you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the "Notice of Rights," we will assume that you concur with the District's action.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a "Notice of Rights" has been mailed or electronically transmitted to the Permittee (and the persons listed in the attached distribution list) no later than 5:00 p.m. on this 18th day of October, 2013, in accordance with Section 120.60(3), Florida Statutes.

BY: _____
Dan Waters, P.E.
Administrator
Lower West Coast Service Center

NOTICE OF RIGHTS

As required by Sections 120.569(1), and 120.60(3), Fla. Stat., following is notice of the opportunities which may be available for administrative hearing or judicial review when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Not all the legal proceedings detailed below may be an applicable or appropriate remedy. You may wish to consult an attorney regarding your legal rights.

RIGHT TO REQUEST ADMINISTRATIVE HEARING

A person whose substantial interests are or may be affected by the South Florida Water Management District's (SFWMD or District) action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Fla. Stat. Persons seeking a hearing on a District decision which does or may determine their substantial interests shall file a petition for hearing with the District Clerk within 21 days of receipt of written notice of the decision, unless one of the following shorter time periods apply: 1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Fla. Stat.; or 2) within 14 days of service of an Administrative Order pursuant to Subsection 373.119(1), Fla. Stat. "Receipt of written notice of agency decision" means receipt of either written notice through mail, or electronic mail, or posting that the District has or intends to take final agency action, or publication of notice that the District has or intends to take final agency action. Any person who receives written notice of a SFWMD decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

Filing Instructions

The Petition must be filed with the Office of the District Clerk of the SFWMD. Filings with the District Clerk may be made by mail, hand-delivery or facsimile. **Filings by e-mail will not be accepted.** Any person wishing to receive a clerked copy with the date and time stamped must provide an additional copy. A petition for administrative hearing is deemed filed upon receipt during normal business hours by the District Clerk at SFWMD headquarters in West Palm Beach, Florida. Any document received by the office of the SFWMD Clerk after 5:00 p.m. shall be filed as of 8:00 a.m. on the next regular business day. Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the SFWMD Clerk, P.O. Box 24680, West Palm Beach, Florida 33416.
- Filings by hand-delivery must be delivered to the Office of the SFWMD Clerk. **Delivery of a petition to the SFWMD's security desk does not constitute filing. To ensure proper filing, it will be necessary to request the SFWMD's security officer to contact the Clerk's office**. An employee of the SFWMD's Clerk's office will receive and file the petition.
- Filings by facsimile must be transmitted to the SFWMD Clerk's Office at (561) 682-6010. Pursuant to Subsections 28-106.104(7), (8) and (9), Fla. Admin. Code, a party who files a document by facsimile represents that the original physically signed document will be retained by that party for the duration of that proceeding and of any subsequent appeal or subsequent proceeding in that cause. Any party who elects to file any document by facsimile shall be responsible for any delay, disruption, or interruption of the electronic signals and accepts the full risk that the document may not be properly filed with the clerk as a result. The filing date for a document filed by facsimile shall be the date the SFWMD Clerk receives the complete document.

Initiation of an Administrative Hearing
Pursuant to Rules 28-106.201 and 28-106.301, Fla. Admin. Code, initiation of an administrative hearing shall be made by written petition to the SFWMD in legible form and on 8 and 1/2 by 11 inch white paper. All petitions shall contain:

1. Identification of the action being contested, including the permit number, application number, District file number or any other SFWMD identification number, if known.
2. The name, address and telephone number of the petitioner and petitioner's representative, if any.
3. An explanation of how the petitioner's substantial interests will be affected by the agency determination.
4. A statement of when and how the petitioner received notice of the SFWMD's decision.
5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
6. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the SFWMD's proposed action.
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the SFWMD's proposed action.
8. If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.
9. A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the SFWMD to take with respect to the SFWMD's proposed action.

A person may file a request for an extension of time for filing a petition. The SFWMD may, for good cause, grant the request. Requests for extension of time must be filed with the SFWMD prior to the deadline for filing a petition for hearing. Such requests for extension shall contain a certificate that the moving party has consulted with all other parties concerning the extension and that the SFWMD and any other parties agree to or oppose the extension. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

If the District takes action with substantially different impacts on water resources from the notice of intended agency decision, the persons who may be substantially affected shall have an additional point of entry pursuant to Rule 28-106.111, Fla. Admin. Code, unless otherwise provided by law.

Mediation
The procedures for pursuing mediation are set forth in Section 120.573, Fla. Stat., and Rules 28-106.111 and 28-106.401-.405, Fla. Admin. Code. The SFWMD is not proposing mediation for this agency action under Section 120.573, Fla. Stat., at this time.

RIGHT TO SEEK JUDICIAL REVIEW
Pursuant to Sections 120.60(3) and 120.68, Fla. Stat., a party who is adversely affected by final SFWMD action may seek judicial review of the SFWMD's final decision by filing a notice of appeal pursuant to Florida Rule of Appellate Procedure 9.110 in the Fourth District Court of Appeal or in the appellate district where a party resides and filing a second copy of the notice with the SFWMD Clerk within 30 days of rendering of the final SFWMD action.

GENERAL CONDITIONS

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized shall subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S. (2012).

2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.

3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the "State of Florida Erosion and Sediment Control Designer and Reviewer Manual" (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the "Florida Stormwater Erosion and Sedimentation Control Inspector's Manual" (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.

4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice" indicating the expected start and completion dates. If available, an Agency website that fulfills this notification requirement may be used in lieu of the form.

5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.

6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
   a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex- "Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit"[Form 62-330.310(3)]; or
   b. For all other activities- "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
   c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

7. If the final operation and maintenance entity is a third party:
   a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as- built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of Applicant's Handbook Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
   b. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

8. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that

GENERAL CONDITIONS

require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

9. This permit does not:
a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
b. Convey to the permittee or create in the permittee any interest in real property;
c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

11. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

12. The permittee shall notify the Agency in writing:
a. Immediately if any previously submitted information is discovered to be inaccurate; and
b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

14. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.

16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other

GENERAL CONDITIONS

uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

SPECIAL CONDITIONS

1. The construction phase of this permit shall expire on October 18, 2018.
2. Operation of the stormwater management system shall be the responsibility of BOTANICA LAKES HOMEOWNERS ASSOCIATION, INC..
3. Discharge Facilities: Through previously permitted facilities.
4. The permittee shall be responsible for the correction of any erosion, shoaling or water quality problems that result from the construction or operation of the stormwater management system.
5. Measures shall be taken during construction to insure that sedimentation and/or turbidity violations do not occur in the receiving water.
6. The District reserves the right to require that additional water quality treatment methods be incorporated into the drainage system if such measures are shown to be necessary.
7. Lake side slopes shall be no steeper than 4:1 (horizontal:vertical) to a depth of two feet below the control elevation. Side slopes shall be nurtured or planted from 2 feet below to 1 foot above control elevation to insure vegetative growth, unless shown on the plans.
8. Facilities other than those stated herein shall not be constructed without an approved modification of this permit.
9. A stable, permanent and accessible elevation reference shall be established on or within one hundred (100) feet of all permitted discharge structures no later than the submission of the certification report. The location of the elevation reference must be noted on or with the certification report.
10. The permittee shall provide routine maintenance of all of the components of the stormwater management system in order to remove all trapped sediments/debris. All materials shall be properly disposed of as required by law. Failure to properly maintain the system may result in adverse flooding conditions.
11. This permit is issued based on the applicant's submitted information which reasonably demonstrates that adverse water resource related impacts will not be caused by the completed permit activity. Should any adverse impacts caused by the completed stormwater management system occur, the District will require the permittee to provide appropriate mitigation to the District or other impacted party. The District will require the permittee to modify the stormwater management system, if necessary, to eliminate the cause of the adverse impacts.
12. The permittee acknowledges that, pursuant to Rule 40E-4.101(2), F.A.C., a notice of Environmental Resource or Surface Water Management Permit may be recorded in the county public records. Pursuant to the specific language of the rule, this notice shall not be considered an encumbrance upon the property.
13. If prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, the permitted project should cease all activities involving subsurface disturbance in the immediate vicinity of such discoveries. The permittee, or other designee, should contact the Florida Department of State, Division of Historical Resources, Review and Compliance Section at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Project activities should not resume without verbal and/or written authorization from the Division of Historical Resources. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, Florida Statutes.
14. Minimum building floor elevation: 24.2 Feet NGVD

SPECIAL CONDITIONS

15. Minimum road crown elevation: 23.2 Feet NGVD

16. Prior to the commencement of construction, the permittee shall conduct a pre-construction meeting with field representatives, contractors and District staff. The purpose of the meeting will be to discuss construction methods and sequencing, including type and location of turbidity and erosion controls to be implemented during construction, mobilization and staging of contractor equipment, phasing of construction, methods of vegetation clearing (including methods of nuisance/exotic vegetation removal), coordination with other entities on adjacent construction projects, wetland/buffer protection methods, and endangered species protection with the permittee and contractors. The permittee shall contact District Environmental Resource Compliance staff from the Lower West Coast Service Center at 239-338-2929 to schedule the pre-construction meeting.

17. The District reserves the right to require remedial measures to be taken by the permittee if monitoring or other information demonstrates that adverse impacts to onsite or offsite wetlands, upland conservation areas or buffers, or other surface waters have occurred due to project related activities.

18. Activities associated with the implementation of the mitigation, monitoring and maintenance plan(s) shall be completed in accordance with the work schedule attached as Exhibit No.3.2. Any deviation from these time frames will require prior approval from the District's Environmental Resource Compliance staff. Such requests must be made in writing and shall include (1) reason for the change, (2) proposed start/finish and/or completion dates; and (3) progress report on the status of the project development or mitigation effort.

19. A monitoring program shall be implemented in accordance with Exhibit No. 3.1 and Special Condition 18 of Application No. 050124-10. The monitoring program shall extend for a period of 5 years with annual reports submitted to District staff. An 80% survival rate shall be maintained throughout the monitoring program, with replanting as necessary. If native wetland, transitional, and upland species do not achieve an 80% coverage, native species shall be planted in accordance with the maintenance program. At the end of the monitoring program the entire mitigation area shall contain an 80% survival of planted vegetation and an 80% coverage of desirable obligate and facultative wetland species.

20. The exhibits and special conditions in this permit apply only to this application. They do not supersede or delete any requirements for other applications covered in Permit No. 36-04853-P unless otherwise specified herein.

21. The permittee shall utilize the criteria contained in the Construction Pollution Prevention Plan (Exhibit No. 2.1) and on the applicable approved construction drawings for the duration of the project's construction activities.

22. The Urban Stormwater Management Plan shall be implemented in accordance with Exhibit No. 2.2.

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Last Date For Agency Action: October 22, 2013

STANDARD ENVIRONMENTAL RESOURCE PERMIT STAFF REPORT

Project Name: Botanica South

Permit No.: 36-04853-P-05

Application No.: 121214-4 **Associated File:** 130830-13 WU Concurrent

Application Type: Environmental Resource (General Permit Modification)

Location: Lee County, S11/T45S/R25E

Permittee : Lee County Homes Associates Iii L L L P

Operating Entity : Botanica Lakes Homeowners Association, Inc.

Project Area: 117.17 acres

Permit Area: 272.12 acres

Project Land Use: Residential

Drainage Basin: ESTERO BAY **Sub Basin:** Six Mile Cypress Slough

Receiving Body: Six Mile Cypress Slough via wetland flowway via I-75 culv. **Class:** CLASS III

Special Drainage District: NA

Conservation Easement To District : No

Sovereign Submerged Lands: No

PROJECT PURPOSE:

This application is a request for an Environmental Resource Permit modification to authorize construction and operation of a surface water management system to serve 117.17 acres of residential development known as Botanica South with discharge to an existing on-site conservation area.

PROJECT EVALUATION:

PROJECT SITE DESCRIPTION:

The site is located north of Daniels Parkway, west of Treeline Avenue, east of Interstate 75, and south of the existing Botanica Lakes subdivision in Fort Myers, Lee County, Florida. A location map is attached as Exhibit 1.0.

There are permitted surface water management facilities within the project area. The project was originally permitted on April 14, 2004 under Permit No. 36-04853-P for the overall Arborwood project. This ERP authorized the conceptual approval of a 2,402 acre residential and commercial subdivision and the construction and operation of a surface water management system to serve 1,582.3 acres. The permit authorized impacts to 171.30 acres of wetlands which were mitigated through the enhancement of on-site upland and wetland preserves and upland buffers. The on-site mitigation totaled 666.97 acres, which included 36 preservation areas located throughout the overall site.

On December 14, 2005, a modification to the overall Arborwood permit was issued which authorized the construction and operation of a surface water management system serving the 511.99 acre Botanica Lakes subdivision (fka Arborwood Parcel A) (Application No. 050124-10). There were no additional wetland impacts associated with this modification.

Under the proposed modification, the applicant is proposing a reconfiguration of the site plan, but there are no proposed changes to the preserve areas. The project area encompasses Conservation Easement Area Nos. 11, 16, 17, 18, 19, and 20 which total 16.28 acres. This 16.28 acres includes 13.09 acres of wetland preserve, 2.03 acres of upland preserve, and 1.16 acres of upland buffer. Please see the Conservation Areas Map attached as Exhibit 3.0.

PROPOSED PROJECT:

The applicant proposes the modification to the previously permitted, (Permit No. 36-04853-P, Application No. 050124-10) site plan of a residential development known as Botanica South. The proposed construction consists of 373 single family home sites within Basin B1, with associated internal roadways, infrastructure, and surface water management system. Site plans and section sheets are attached as Exhibit 2.0.

The proposed project meets the requirements of the previously approved permit (Permit No. 36-04853-P, Application No. 050124-10) for the minimum road crown elevation of 23.2 feet NGVD, and the minimum finished floor elevation of 24.2 feet NGVD. The previously approved permit limited Parcel A to 85.9 percent impervious area.

LAND USE:

The land use category labeld "preserved" includes 33.27 acres of indigeonous preserve and a 16.28 acre mitigation area consisting of 13.09 acres of wetland preserve, 2.03 acres of upland preserve, and 1.16 acres of upland buffer.

Construction Project:

	This Phase	Total Project	
Building Coverage	29.13	59.28	acres
Lake	26.41	63.80	acres
Open Space	46.61	62.89	acres
Pavement	15.02	86.15	acres
Total:	**117.17**	**272.12**	

WATER QUANTITY :

Discharge Rate :

The proposed project is consistent with the land use and site grading assumptions from the design of the surface water management system and meets the discharge rates of the previously permitted Application No. 050124-10, Permit No. 36-04853-P.

WATER QUALITY :

The master surface water management system provides 64 acre-feet of water quality treatment volume, which includes the proposed development. The design of the master surface water management system provides an additional fifty percent above the treatment volume required per Section 5.2 of Volume IV - Basis of Review to provide additional assurances that the proposed project will not contribute to impairments of the quality of downstream receiving waters.

A Construction Pollution Prevention Plan and an Urban Stormwater Management Program specifications and guidelines are part of the required water quality. Construction and daily operation of the project shall be conducted in accordance with Special Condition Nos. 21-22 and Exhibits Nos. 2.1 and 2.2 and shall be retained in the permit. No adverse water quality impacts are anticipated as a result of the proposed project.

WETLANDS:

The project area encompasses Conservation Easement Area Nos. 11, 16, 17, 18, 19, and 20 which total 16.28 acres. This 16.28 acres includes 13.09 acres of wetland preserve, 2.03 acres of upland preserve, and 1.16 acres of upland buffer. Please see the Conservation Areas Map attached as Exhibit 3.0.

The applicant is not proposing any changes to the preserve areas. The interface between the preserves and the proposed development is not changing.

Monitoring/Maintenance:

The initial mitigation, monitoring and maintenance activities have been completed within the 13.09 acres of wetland preserve, 2.03 acres of upland preserve, and 1.16 acres of upland buffer pursuant to Application No. 050124-10 (See Special Condition 18). These areas are within their sixth year of monitoring, and the conservation easements have already been recorded. The applicant has proposed to continue the wetland monitoring of these conservation areas along Transect Nos. 7, 34, and 35 and Monitoring Well No. 6 as shown on Exhibit 3.1. Monitoring of the conservation easement areas will continue until the project's storm water management system has been certified and final preserve sign-off has been obtained. A revised Work Schedule is attached as Exhibit 3.2.

Wildlife Issues:

The project site does contain preferred habitat for wetland-dependent endangered or threatened wildlife species or species of special concern. The original permit, Permit No. 36-04853-P, detailed endangered and threatened species recorded on, or adjacent to, the overall 2,402.2-acre Arborwood project site. The recorded observations included evidence of Big Cypress fox squirrel, wood storks and other wetland dependent bird species. In addition, the site contained suitable habitat for the eastern indigo snake, the Florida panther and the Florida black bear.

To avoid adverse impacts to the Big Cypress fox squirrel, the applicant will implement a Big Cypress fox squirrel management plan as submitted for the previous SFWMD Permit No. 36-04853-P. The proposed project will preserve and enhance the freshwater marsh areas and hydrology will be maintained throughout all the wetland preserves onsite. Therefore, no adverse impacts to wood stork foraging habitat or other water dependent bird species such as herons, snowy egret, south eastern American kestrel and white ibis, are anticipated. To avoid adverse impacts to the eastern indigo snake, the applicant will implement the standard protection measures for the eastern indigo snake. To mitigate any potential impacts to Florida panther and Florida black bear habitat, per the USFWS, the purchase and preservation of lands located within Priority 1 and/or Priority 2 panther habitat in Hendry County and eastern Collier County, as stated in permit No. 36-04853-P has occured.

This permit does not relieve the applicant from complying with all applicable rules and any other agencies' requirements if, in the future, endangered/threatened species or species of special concern are discovered on the site.

CERTIFICATION, OPERATION, AND MAINTENANCE:

It is suggested that the permittee retain the services of an appropriate registered professional registered in the State of Florida for periodic observation of construction of the surface water management (SWM) system. This will facilitate the completion of construction completion certification Form #0881 which is required pursuant to Section 10 of the Basis of Review for Environmental Resource Permit Applications within the South Florida Water Management District, and Rule 40E-4.361(2), Florida Administrative Code (F.A.C.).

Pursuant to Chapter 40E-4 F.A.C., this permit may not be converted from the construction phase to the operation phase until certification of the SWM system is submitted to and accepted by this District. Rule 40E-4.321(7) F.A.C. states that failure to complete construction of the SWM system and obtain operation phase approval from the District within the permit duration shall require a new permit authorization unless a permit extension is granted.

For SWM systems permitted with an operating entity who is different from the permittee, it should be noted that until the permit is transferred to the operating entity pursuant to Rule 40E-1.6107, F.A.C., the permittee is liable for compliance with the terms of this permit.

The permittee is advised that the efficiency of a SWM system will normally decrease over time unless the system is periodically maintained. A significant reduction in flow capacity can usually be attributed to partial blockages of the conveyance system. Once flow capacity is compromised, flooding of the project may result. Maintenance of the SWM system is required to protect the public health, safety and the natural resources of the state. Therefore, the permittee must have periodic inspections of the SWM system performed to ensure performance for flood protection and water quality purposes. If deficiencies are found, it is the responsibility of the permittee to correct these deficiencies in a timely manner.

RELATED CONCERNS:

Water Use Permit Status:

The applicant has indicated that public water supply will be used as a source for irrigation water for the project.

The applicant has indicated that dewatering is required for construction of this project. Dewatering Application No. 130830-13 has been submitted and is being reviewed concurrently with this application.

This permit does not release the permittee from obtaining all necessary Water Use authorization(s) prior to the commencement of activities which will require such authorization, including construction dewatering and irrigation.

CERP:

The proposed project is not located within or adjacent to a Comprehensive Everglades Restoration Project component.

Potable Water Supplier:

City of Fort Myers Utilities

Waste Water System/Supplier:

City of Fort Myers Utilities

Right-Of-Way Permit Status:

A District Right-of-Way Permit is not required for this project.

DRI Status:

This project is not a DRI.

Historical/Archeological Resources:

The District has received correspondence dated December 28, 2012 from the Florida Department of State, Division of Historical Resources indicating that no significant archaeological or historical resources are recorded in the project area and therefore is unlikely to have an effect upon any such properties. This permit does not release the permittee from compliance with any other agencies' requirements in the event that historical and/or archaeological resources are found on the site.

DEO/CZM Consistency Review:

The issuance of this permit constitutes a finding of consistency with the Florida Coastal Management Program.

Third Party Interest:

No third party has contacted the District with concerns about this application.

Enforcement:

There has been no enforcement activity associated with this application.

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STAFF REVIEW:

DIVISION APPROVAL:

NATURAL RESOURCE MANAGEMENT:

Laura Layman

DATE: 10/18/13

SURFACE WATER MANAGEMENT:

for

Daniel F. Waters, P.E.

DATE: 10/16/13

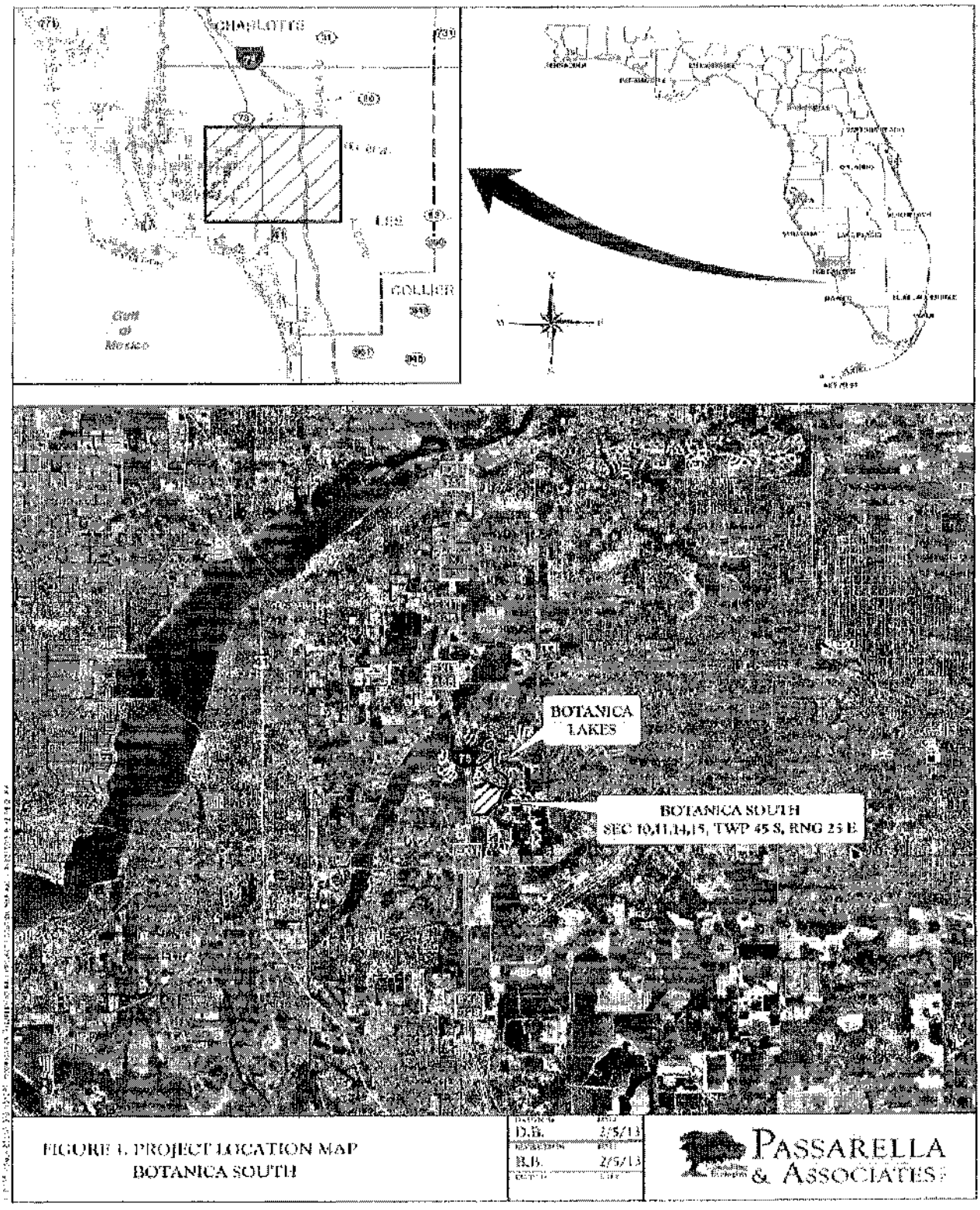


FIGURE 1. PROJECT LOCATION MAP
BOTANICA SOUTH

Exhibit 1.0
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Botanica South

ERP PERMIT MODIFICATION PLANS
(PERMIT #36-04853-P, APPLICATION # 121214-4)

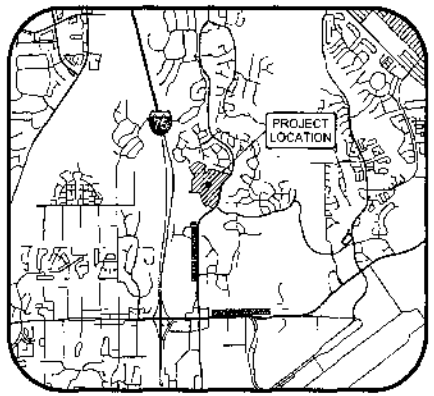
PART OF SECTION 11, TOWNSHIP 45 SOUTH, RANGE 25 EAST
CITY OF FORT MYERS, LEE COUNTY, FLORIDA

PREPARED FOR: LEE COUNTY HOMES ASSOCIATES III, LLLP

PARCEL ZONING	PARCEL STRAP NUMBERS
MASTER DEVELOPMENT PLAN 3 (MDP-3)	11-45-25-P4026FD.0030

SYMBOL LEGEND

●	AIR RELEASE VALVE	GT	GREASE TRAP
BF	BACKFLOW PREVENTER	HW	HEADWALL
⊥	PERMANENT BLOW - OFF	JB	JUNCTION BOX
⊥	TEMPORARY BLOW-OFF	ME	MITERED END
00.0	ELEVATION (PROPOSED)	PS	PUMP STATION
00.0	ELEVATION (EXISTING)	R	REDUCER
FDC	FDC	SC	SANITARY SEWER CLEAN-OUT
	FIRE HYDRANT	SM	SANITARY SEWER MANHOLE
	FLOW DIRECTION	SS	STORM SEWER STRUCTURE
	GATE VALVE	WM	WATER METER



VICINITY MAP
N.T.S.



SHEET INDEX

SHEET NO.	DESCRIPTION
1	COVER SHEET, VICINITY MAP AND INDEX
2	AERIAL PHOTOGRAPH AND EXISTING CONDITIONS PLAN
~~3-4~~	~~MASTER SITE LAYOUT, SIGNING AND MARKING PLAN~~
~~5-6~~	~~MASTER UTILITY PLAN~~
7-8	MASTER PAVING AND DRAINAGE PLAN
9	PLAN AND PROFILE KEY SHEET & SURFACE WATER MANAGEMENT PLAN
10-26	PLAN AND PROFILES
27	TREELINE AVENUE CONNECTION PLAN
28	TYPICAL SECTIONS
29	PAVING AND DRAINAGE DETAILS
~~30~~	~~DRAINAGE STRUCTURE LIST~~
~~31-33~~	~~UTILITY DETAILS~~
~~34~~	~~LIFT STATION DETAILS~~
35	EROSION CONTROL PLAN AND DETAILS

DELISI FITZGERALD, INC.
Planning - Engineering - Project Management
1605 Hendry Street
Fort Myers, FL 33901
239-418-0691 - 239-418-0692 fax

ENGINEER OF RECORD

OWNER / DEVELOPER:
LEE COUNTY HOMES ASSOCIATES III, LLLP

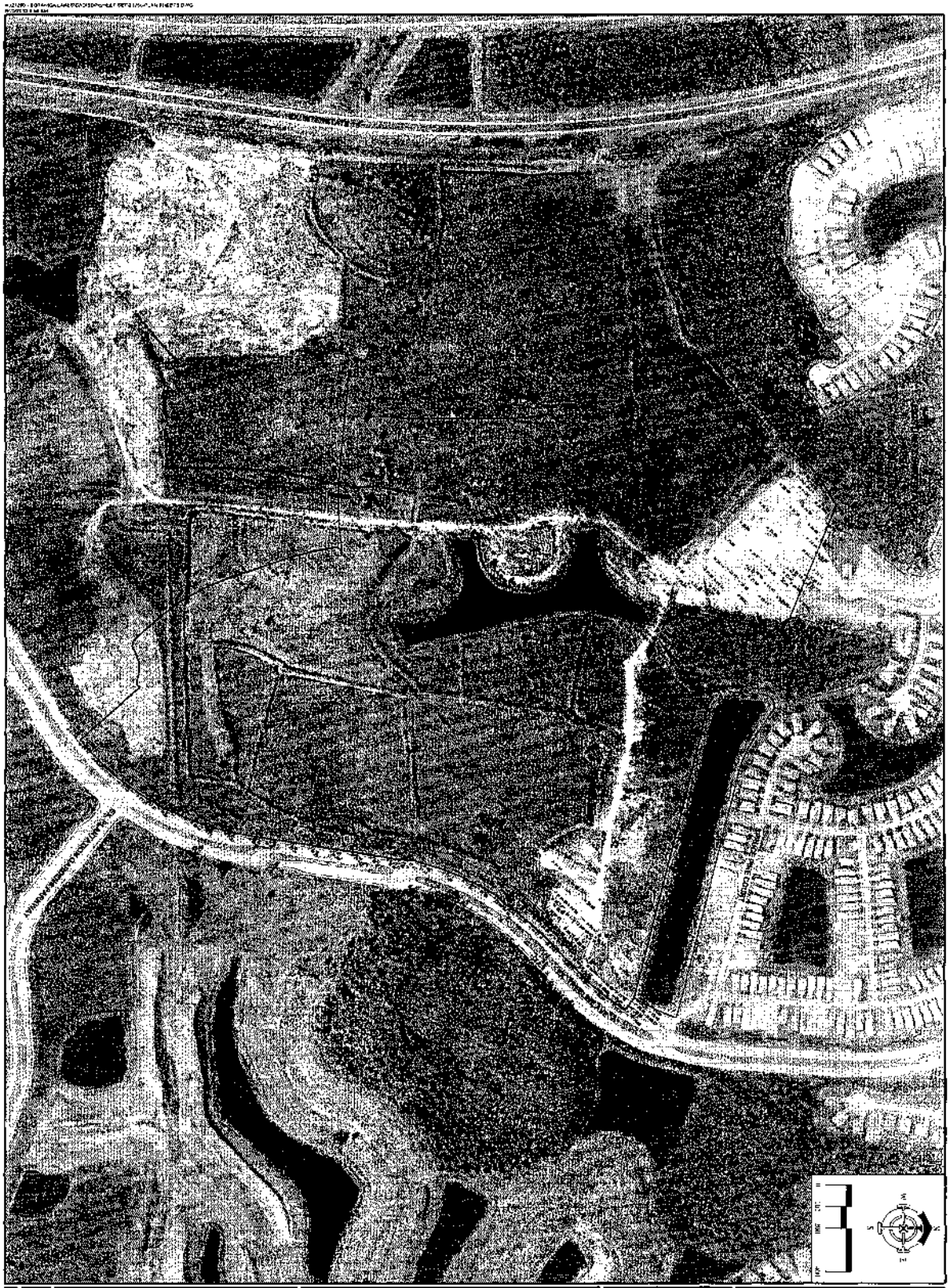
PROJECT
BOTANICA SOUTH

COVER SHEET

FOR CONSTRUCTION

Sheet Number: D1

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OWNER / DEVELOPER:
LEE COUNTY HOMES ASSOCIATES III, LLLP

PROJECT:
BOTANICA SOUTH

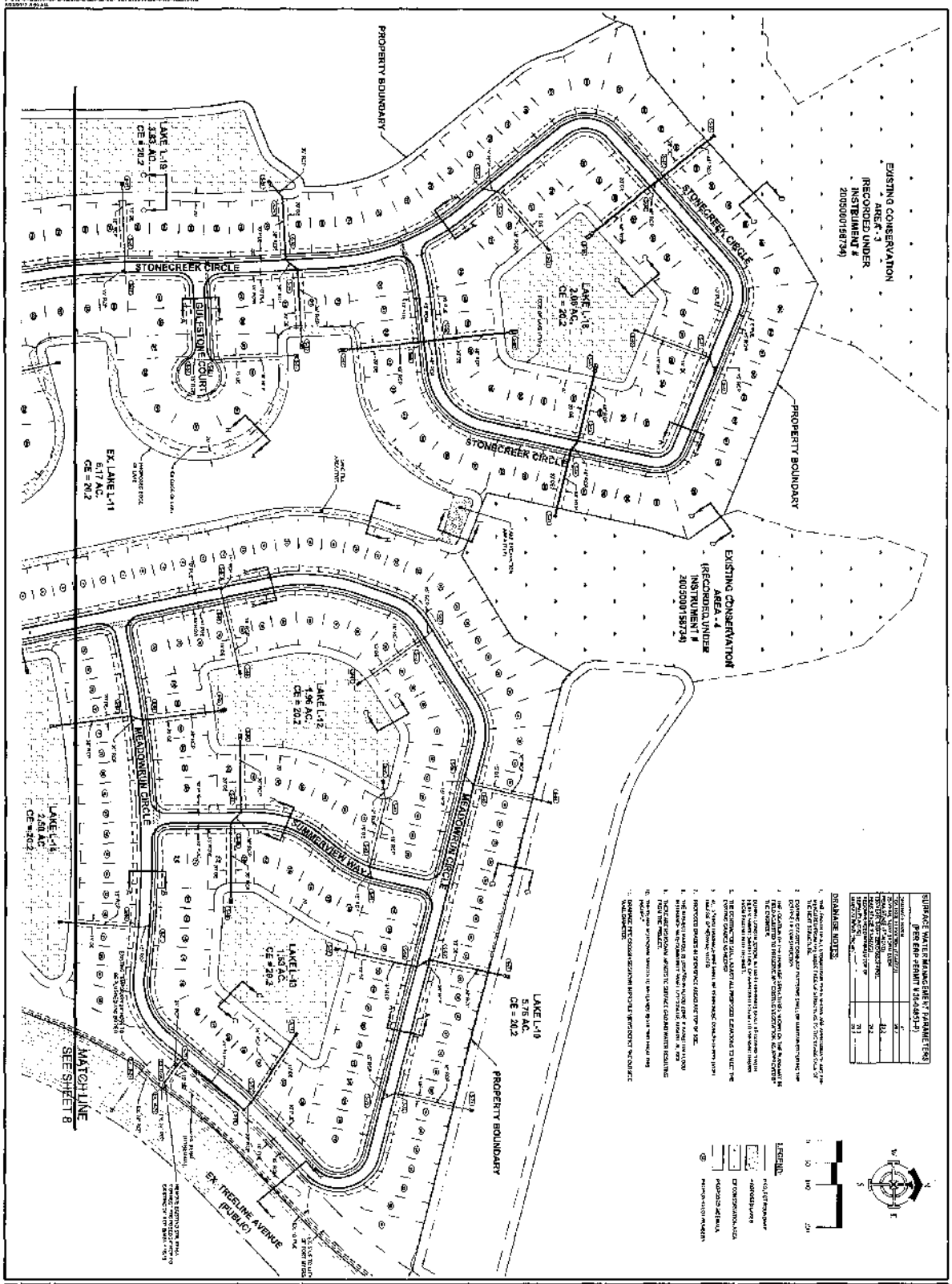
ENGINEER OF RECORD:
ANDREW D. FITZGERALD, PE (FOR THE FIRM)
FLORIDA PE NO. 56775

DELISI FITZGERALD, INC.
Planning - Engineering - Project Management
1605 Hendry Street
Fort Myers, FL 33901
239.418.0691 - 239.418.0697 fax

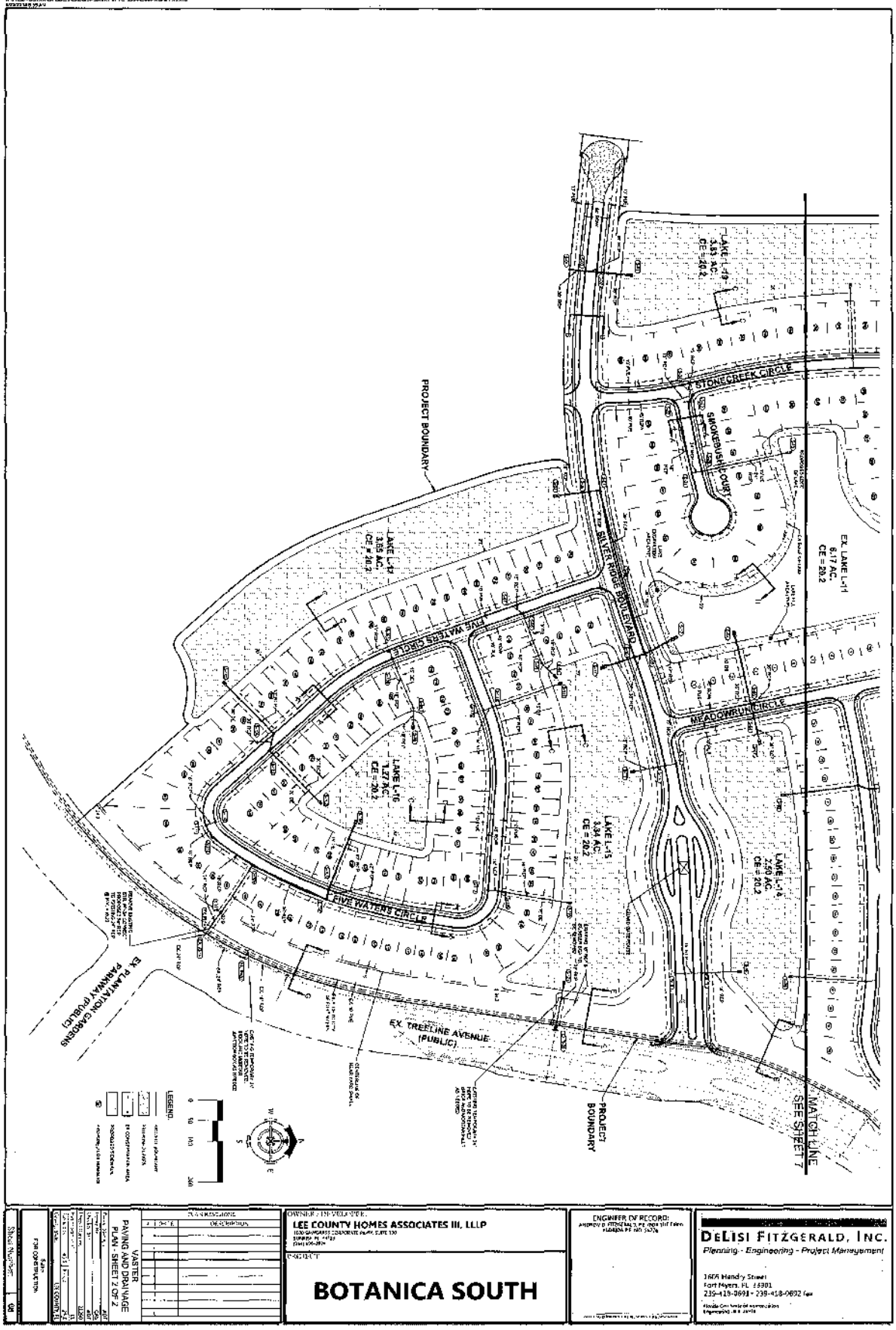
AERIAL PHOTOGRAPH AND DESIGNATIONS CONDITIONS PLAN

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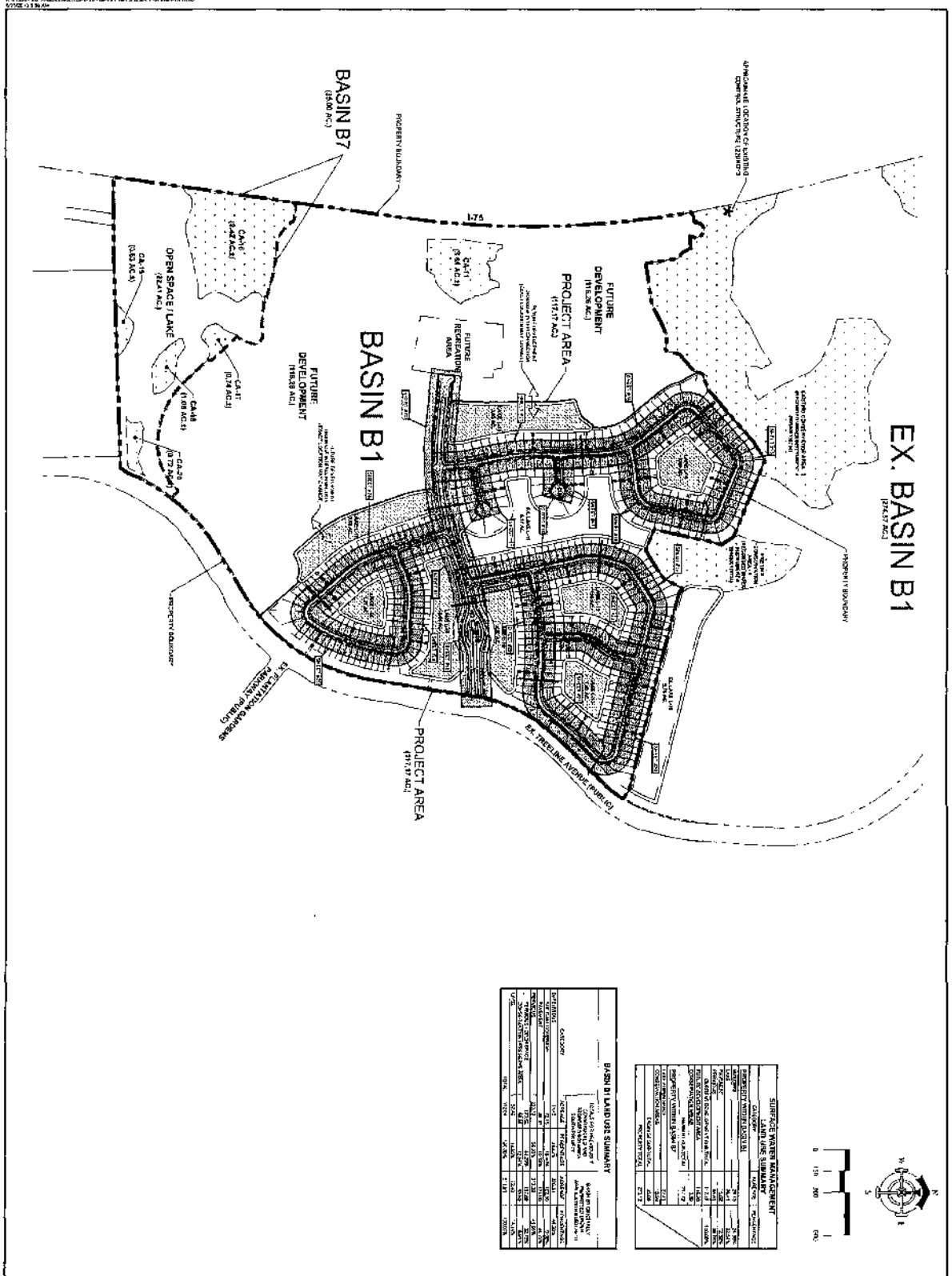
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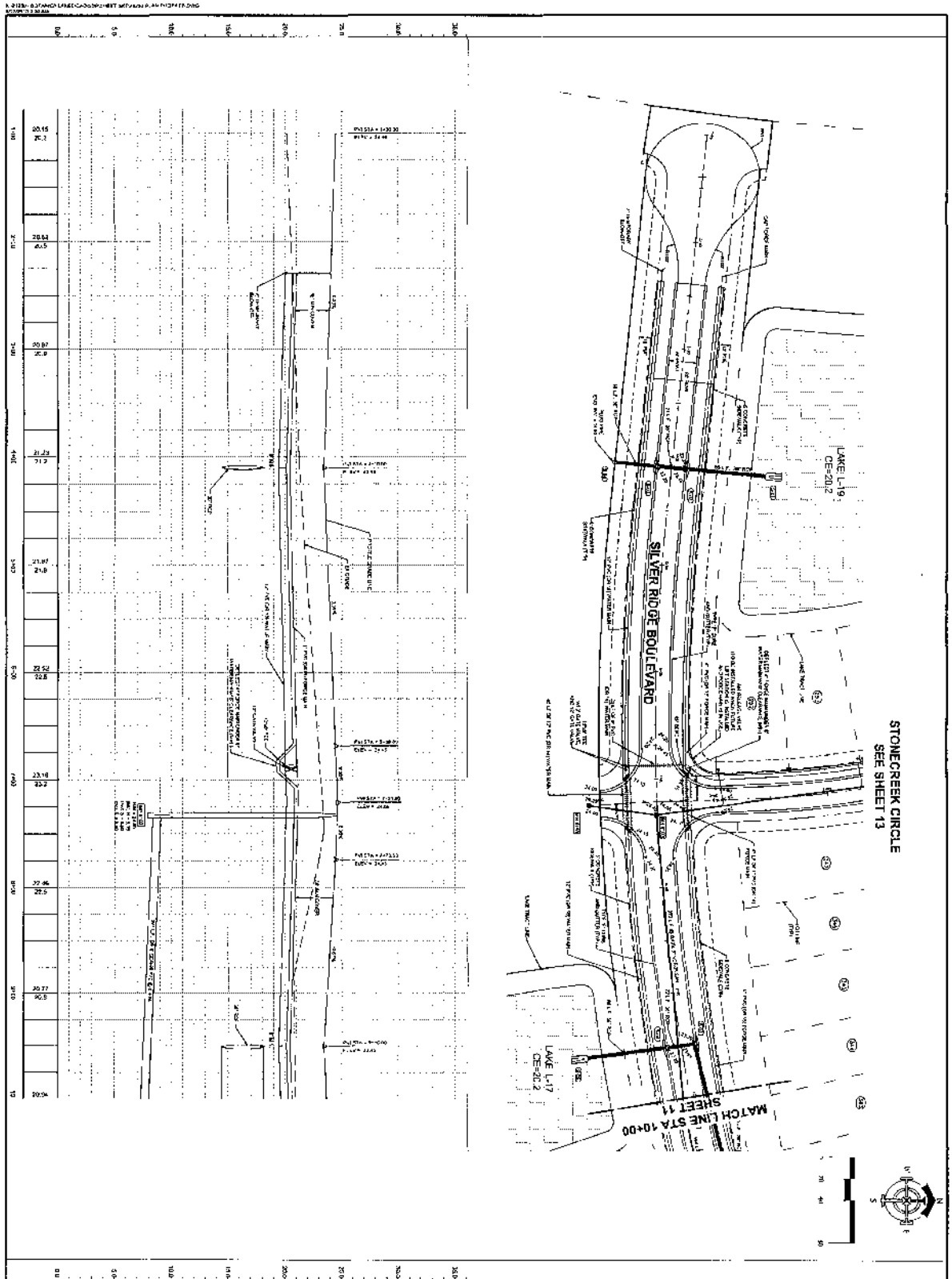


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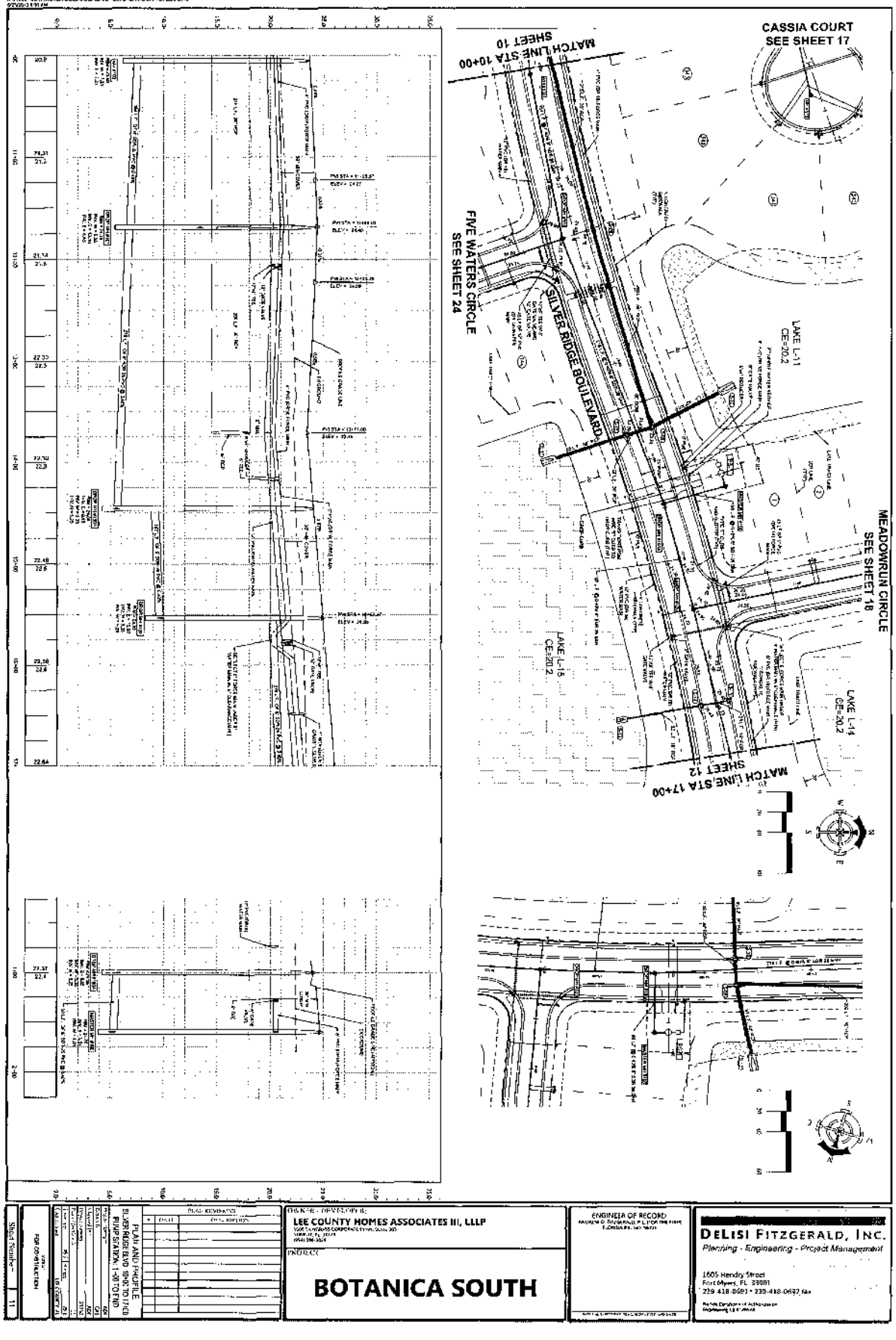


OWNER / DEVELOPER:	LEE COUNTY HOMES ASSOCIATES III, LLLP
PROJECT:	BOTANICA SOUTH
ENGINEER OF RECORD	
	DELISI FITZGERALD, INC. Planning - Engineering - Project Management
	1605 Hendry Street Fort Myers, FL 33901 239-418-0691 • 239-418-0697 fax
Sheet Number	1 of 1
	PLANNING PROFILE KEY SHEET & SURFACE WATER MGMT. PLAN

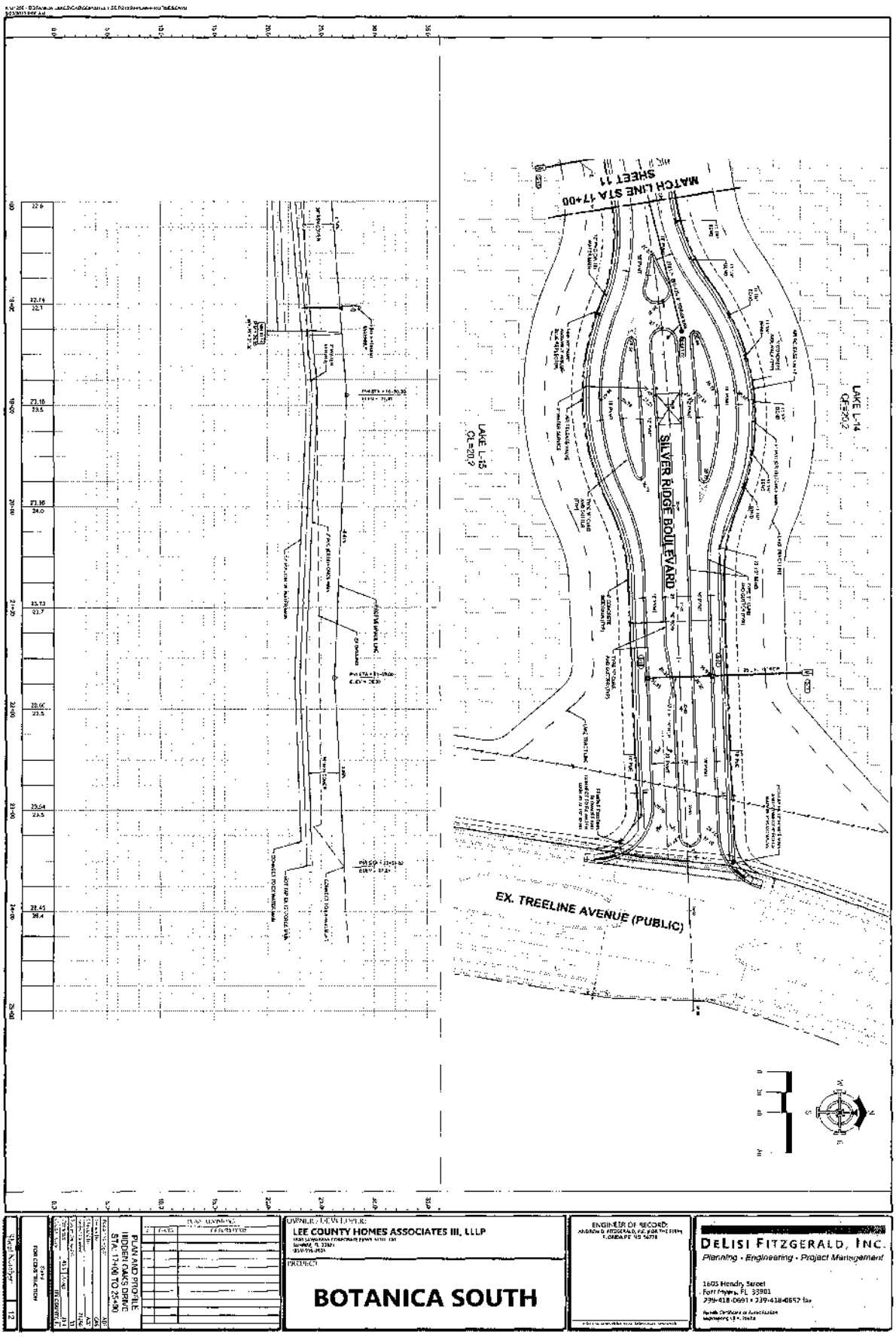
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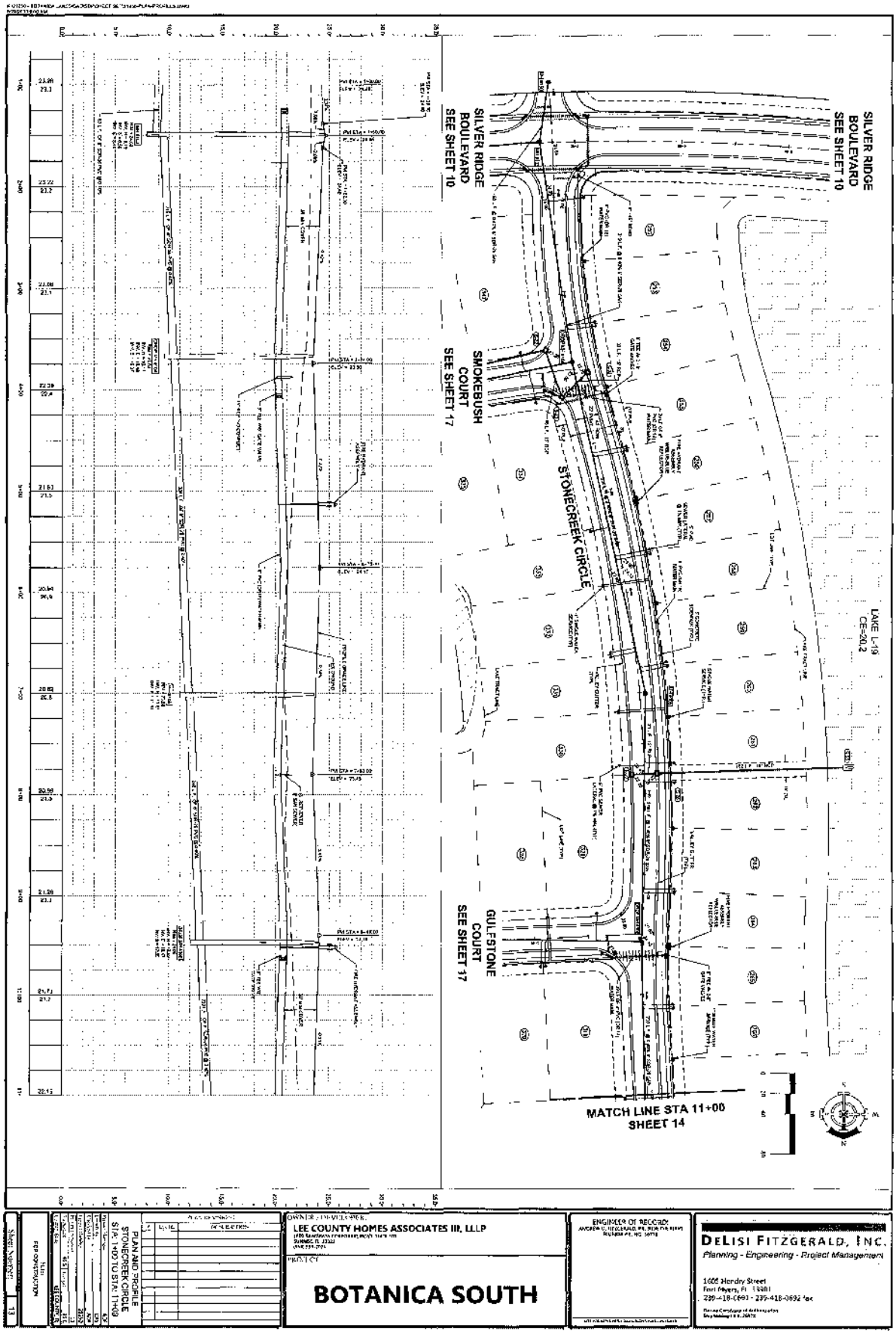
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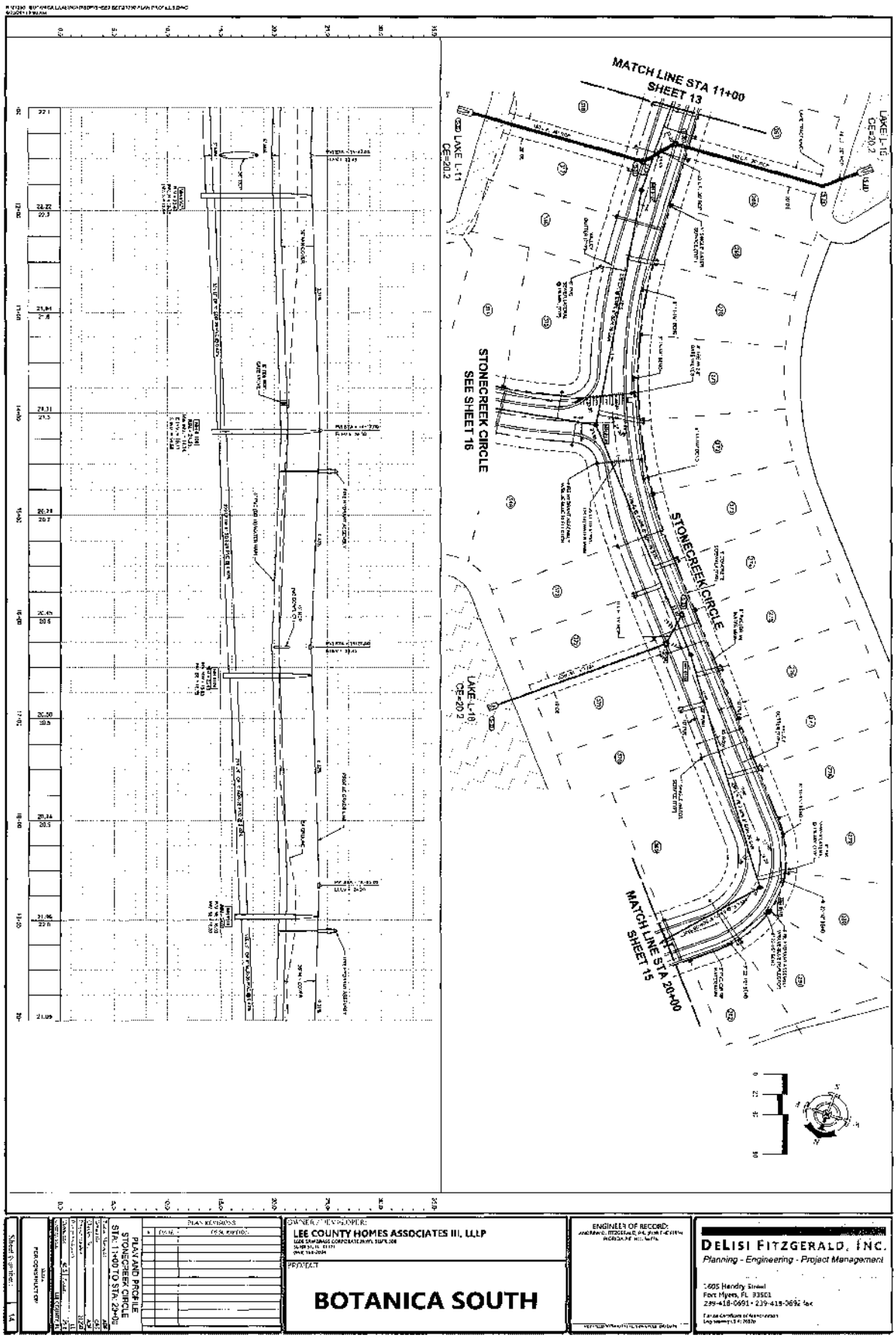
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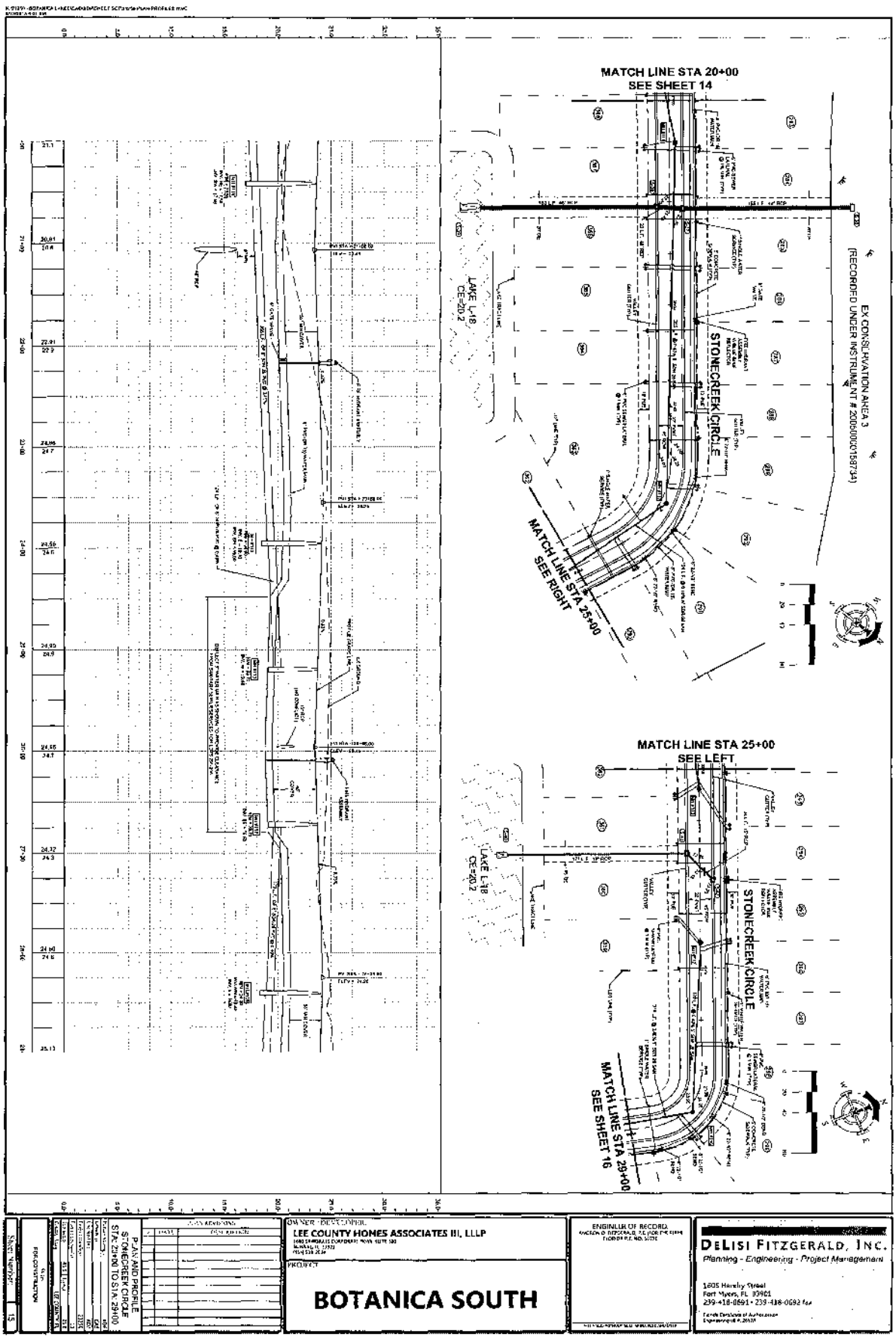
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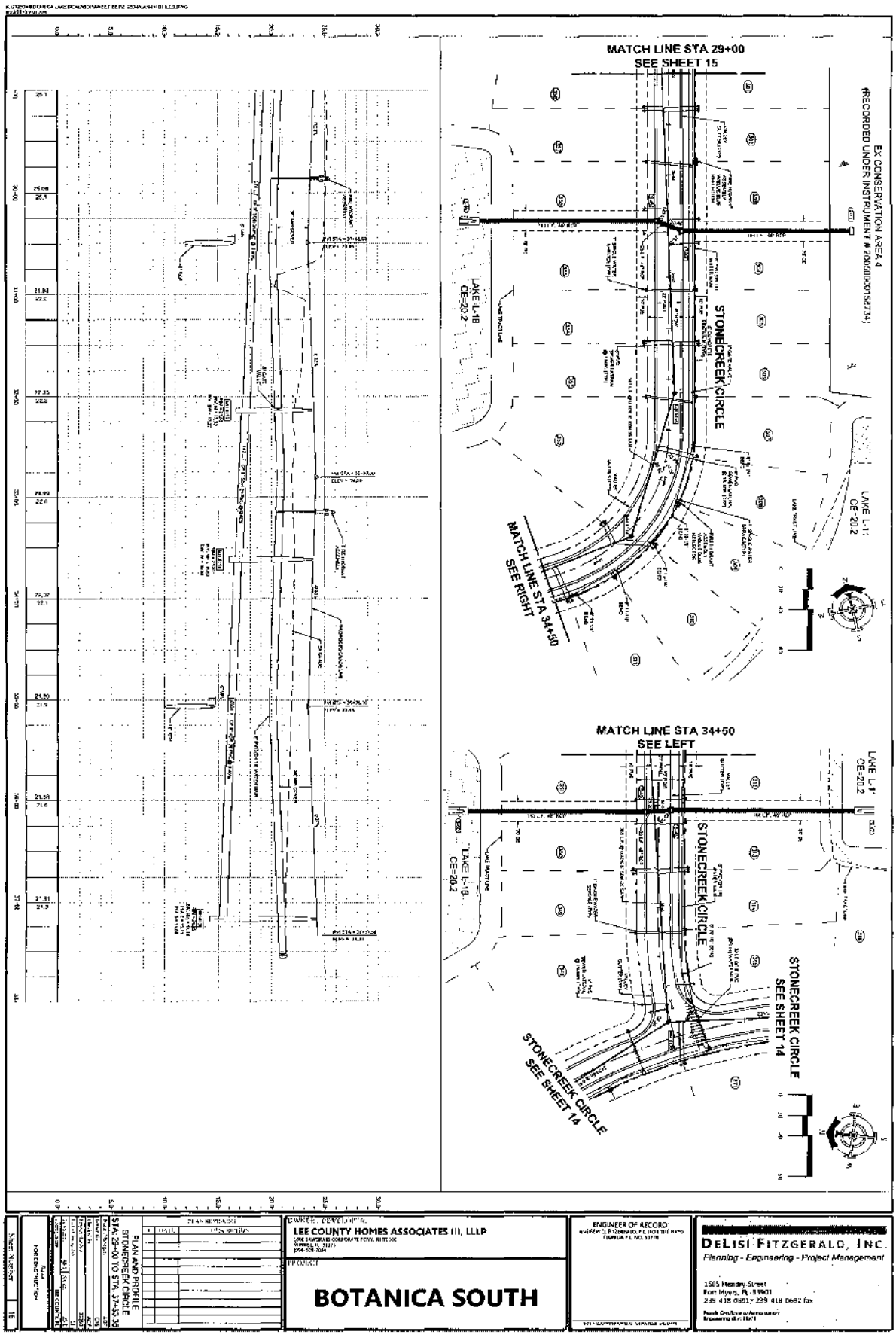
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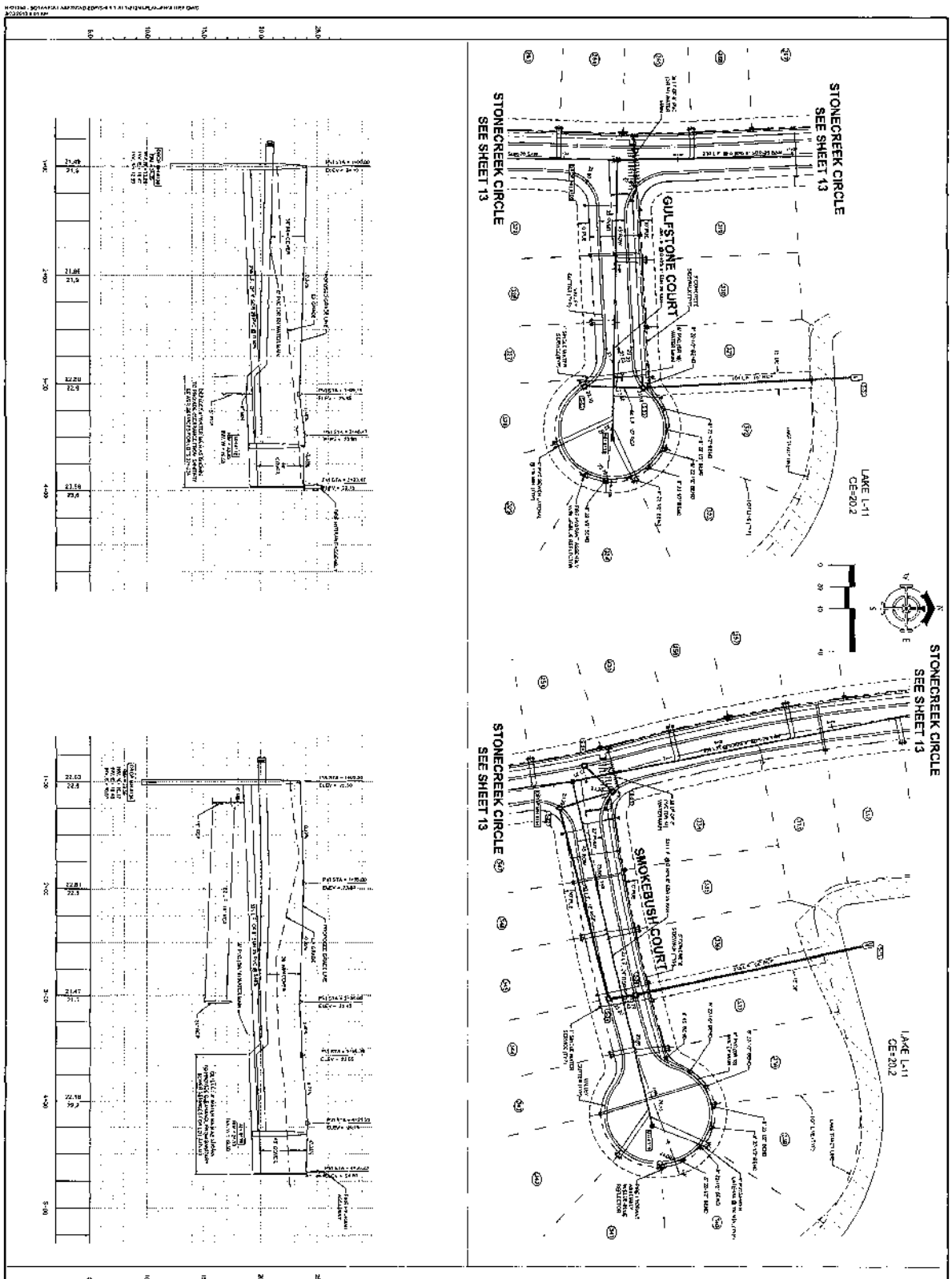
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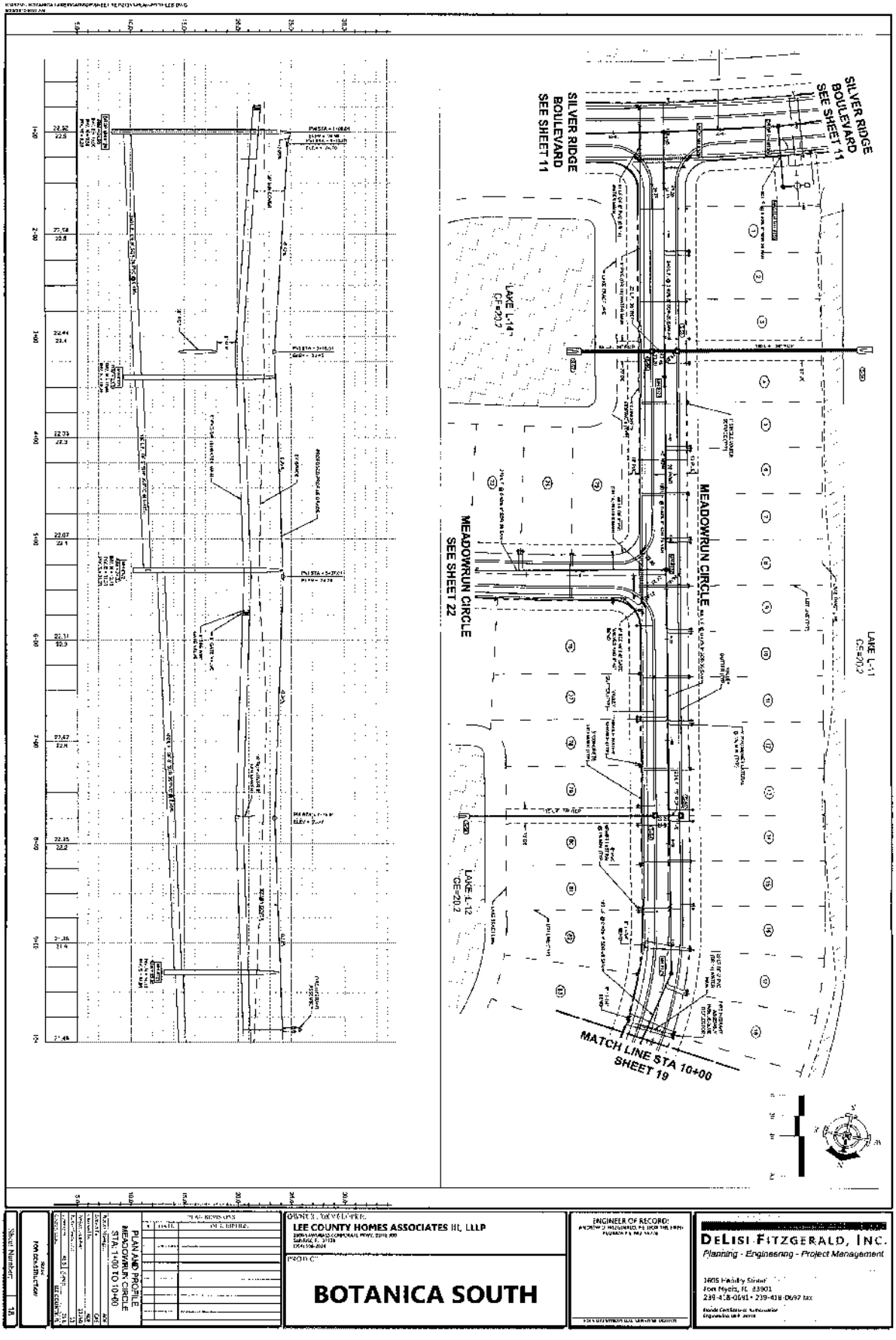
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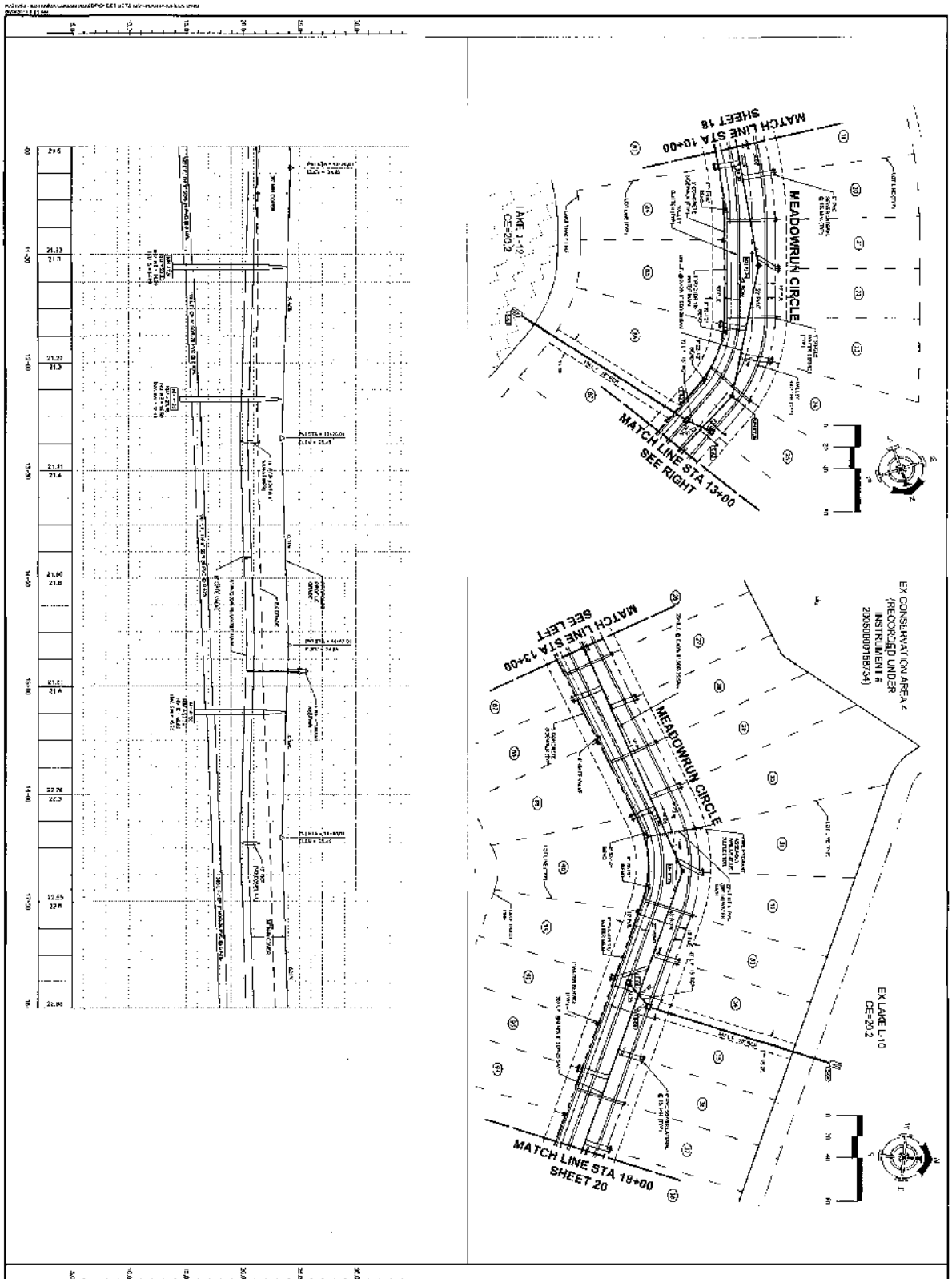
Application No. 121214-4
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PLAN AND PROFILE
MEADOWRUN CIRCLE
STA. 10+00 TO 18+00

OWNER / DEVELOPER:
LEE COUNTY HOMES ASSOCIATES III, LLLP

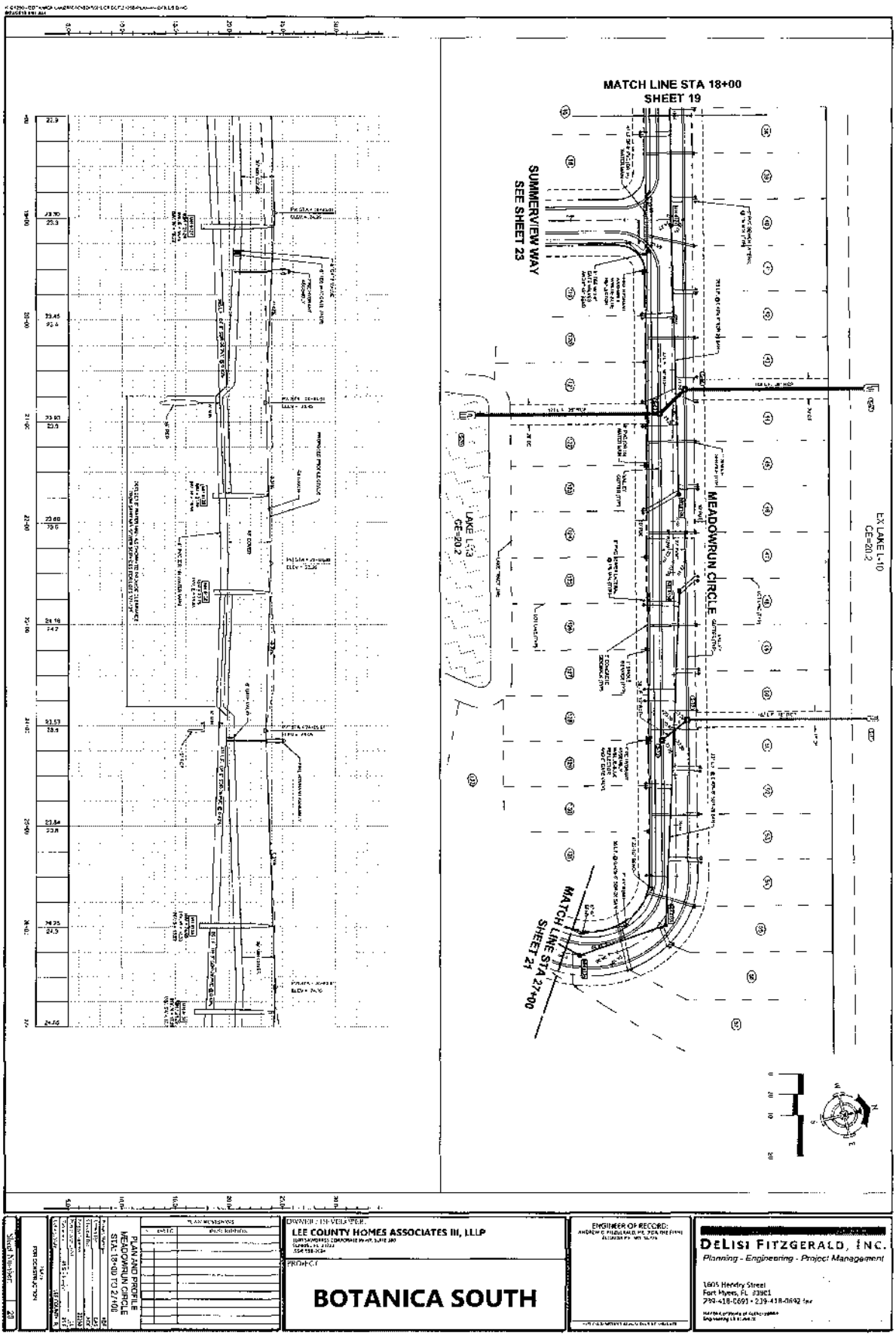
PROJECT:
BOTANICA SOUTH

ENGINEER OF RECORD:

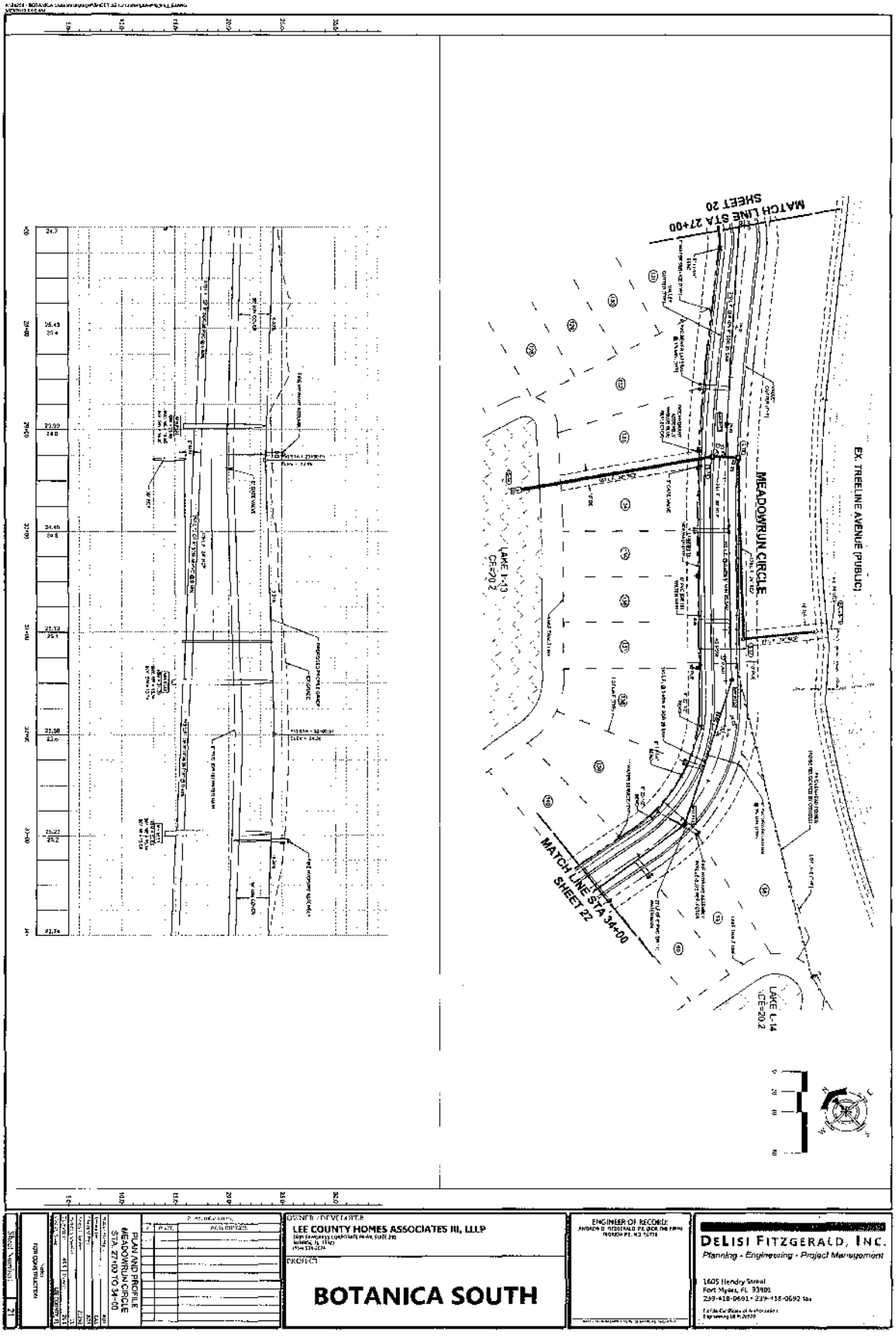
DeLISI FITZGERALD, INC.
Planning - Engineering - Project Management
1605 Hendry Street
Fort Myers, FL 33901
239-418-0691 • 239-418-0692 fax

Sheet Number: 19

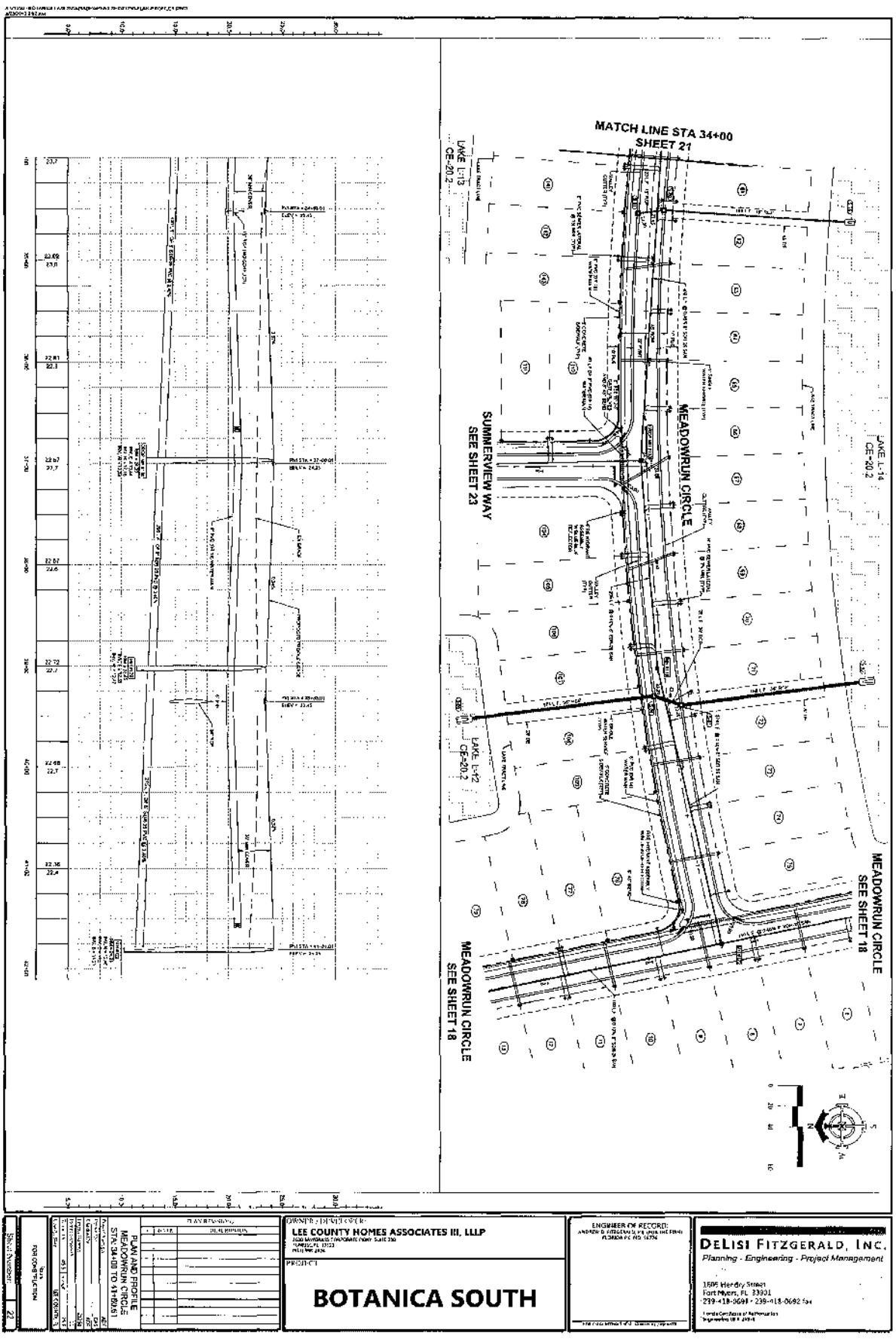
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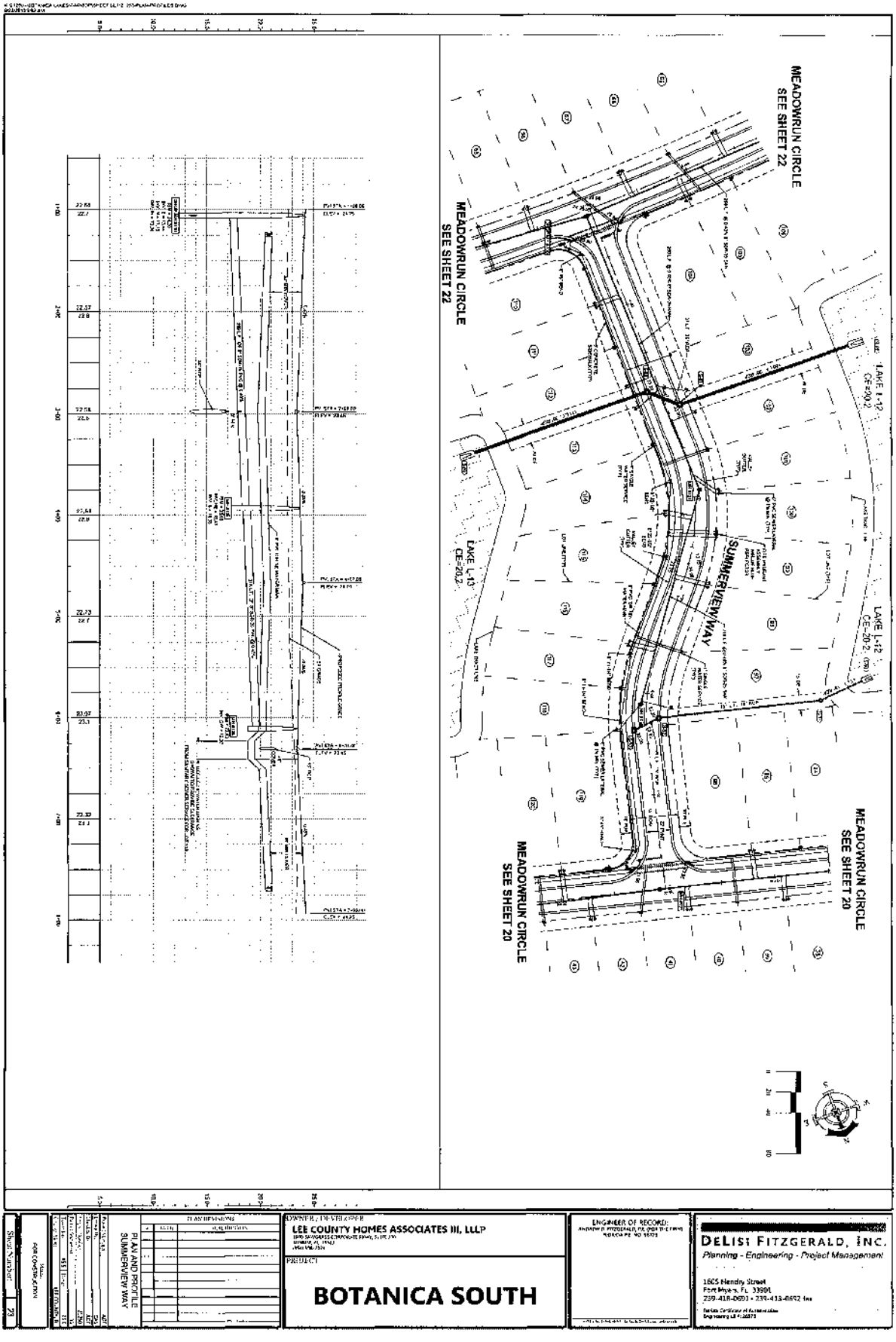
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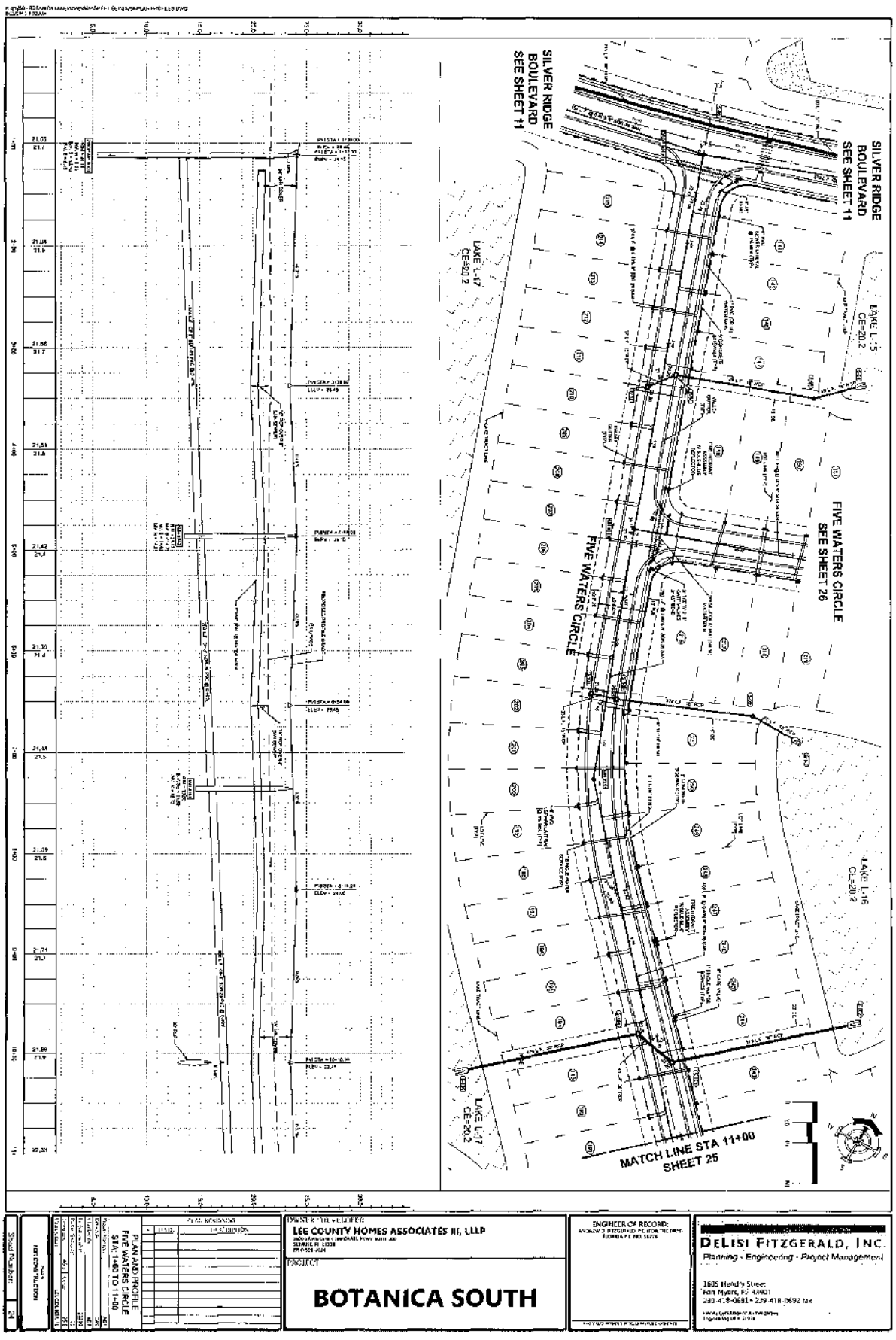
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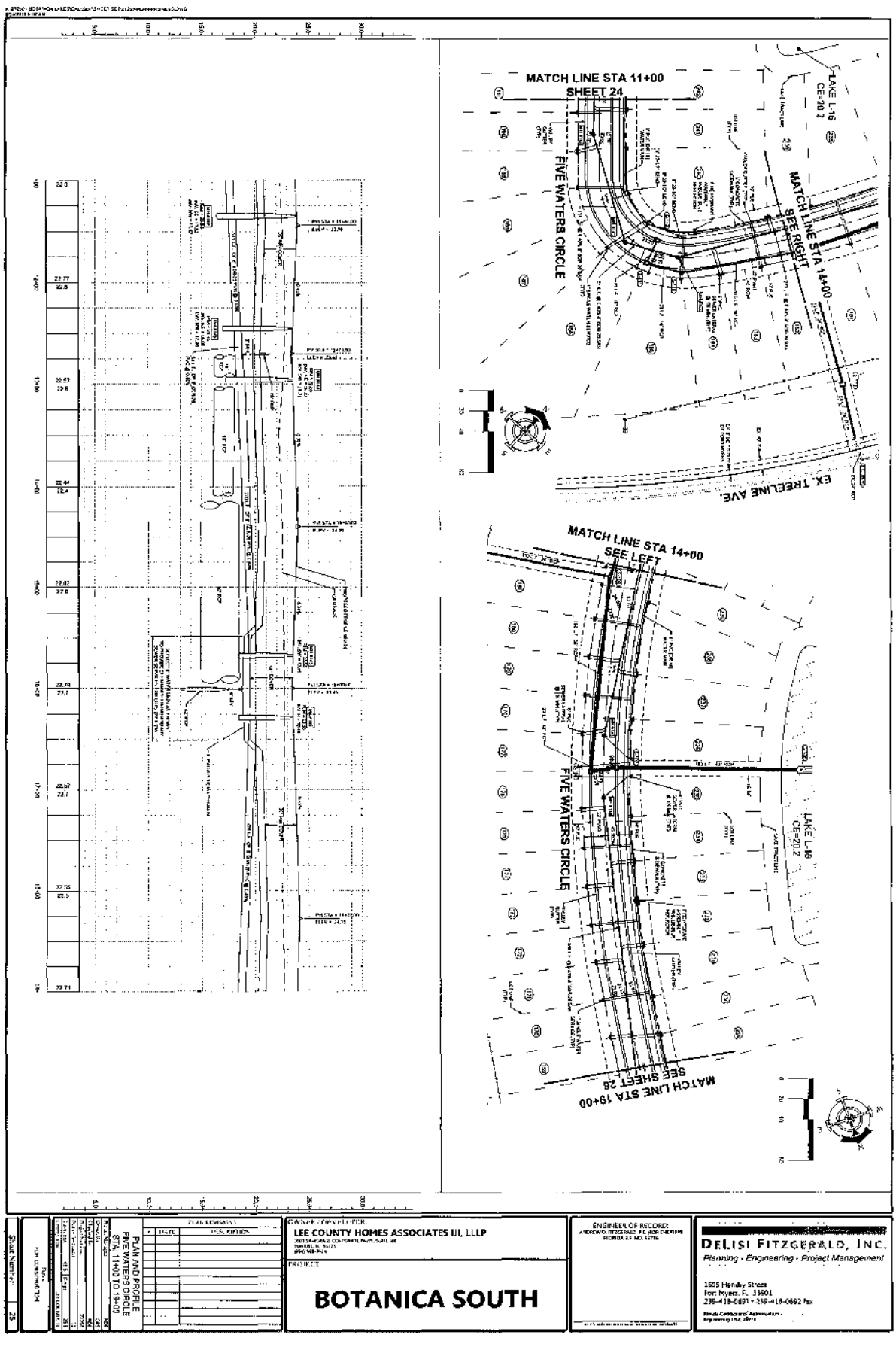
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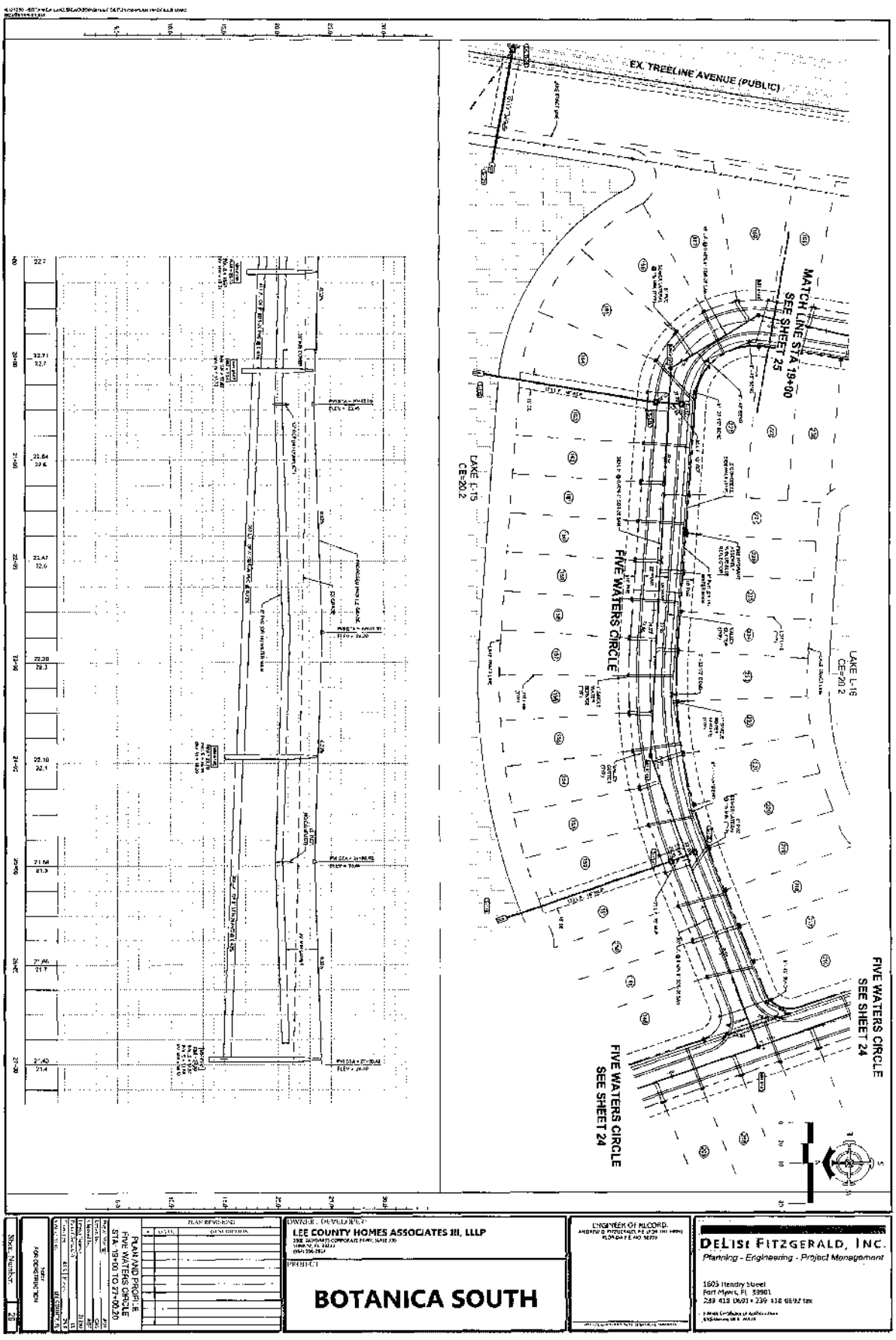
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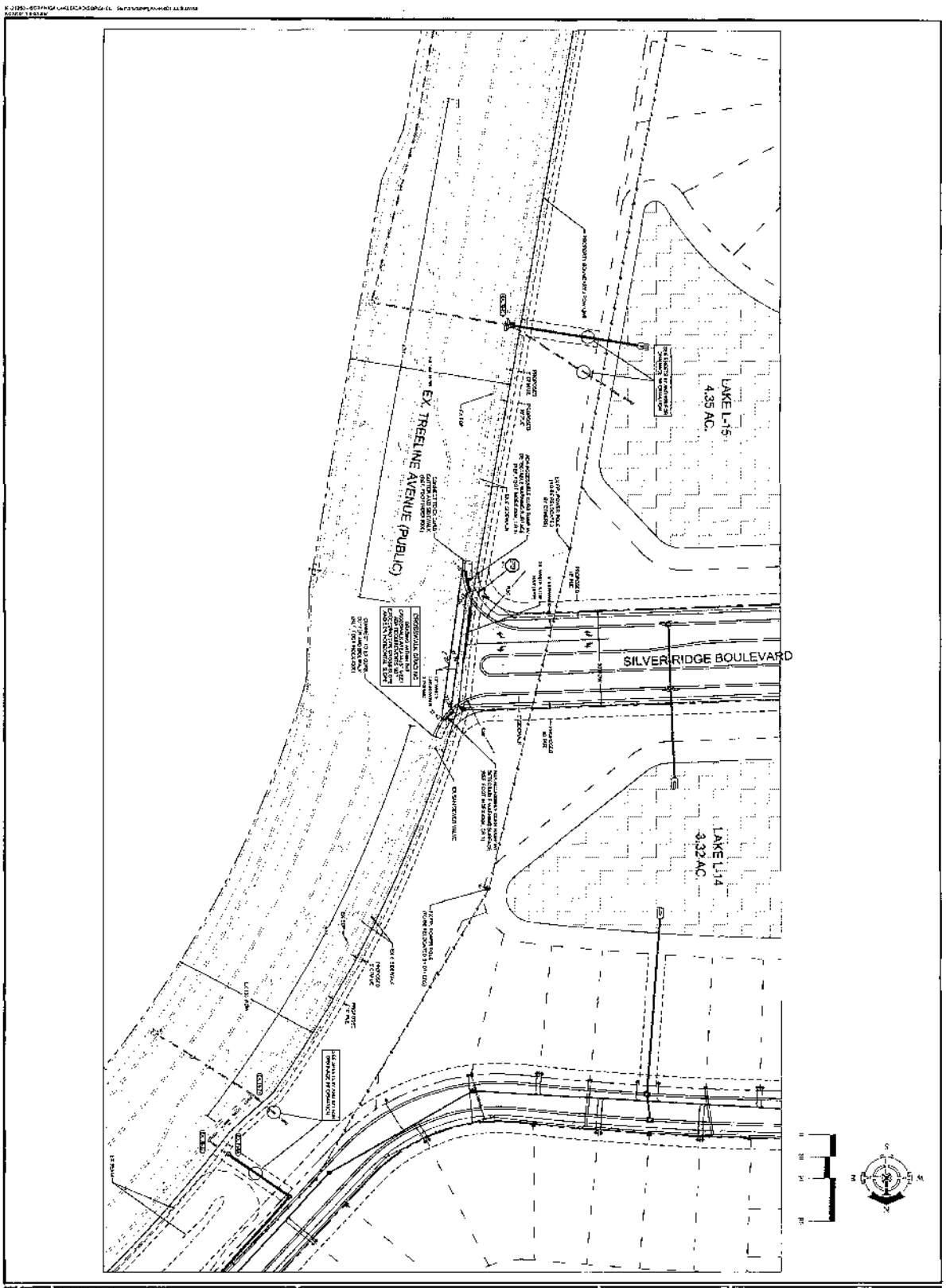
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TREELINE AVENUE CONNECTION PLAN

OWNER / DEVELOPER:
LEE COUNTY HOMES ASSOCIATES III, LLLP

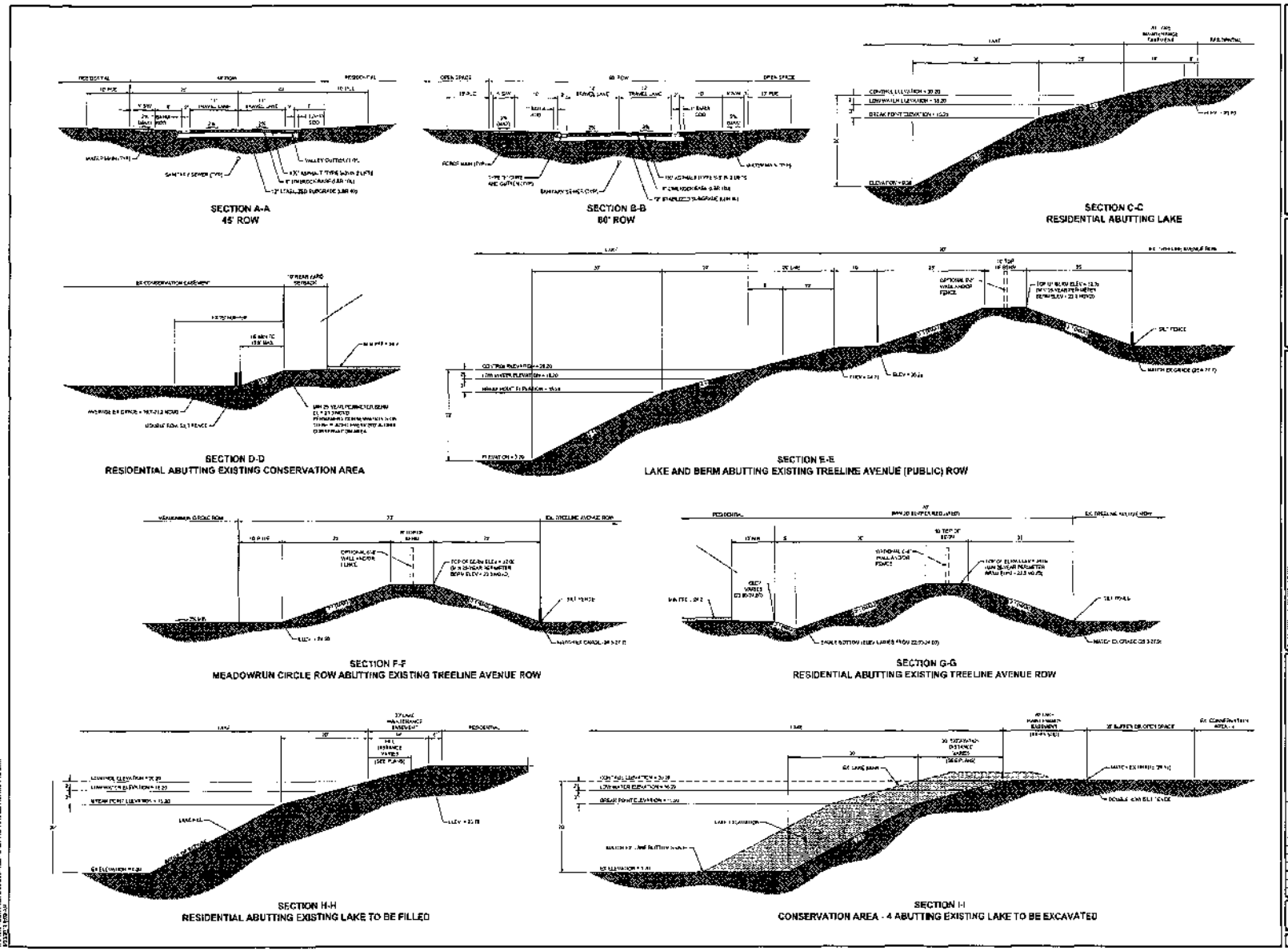
PROJECT:
BOTANICA SOUTH

ENGINEER OF RECORD:

DeLisi Fitzgerald, Inc.
Planning - Engineering - Project Management
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Fort Myers, FL 33901
239-418-0691 - 239-418-0692 fax

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DeLisi Fitzgerald, Inc.
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1605 Hendry Street
Fort Myers, FL 33901
239-418-0682 fax

ENGINEER OF RECORD

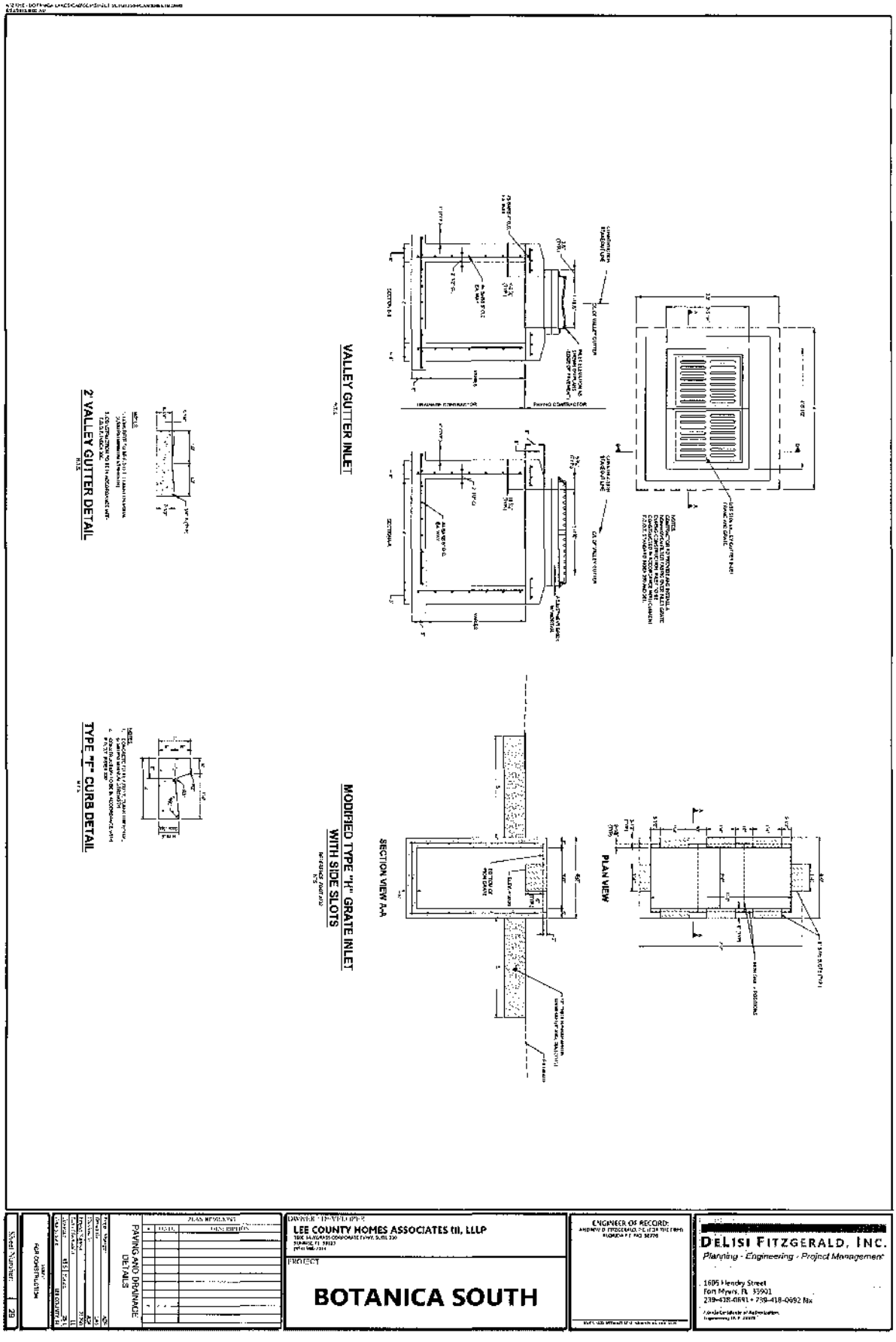
LEE COUNTY HOMES ASSOCIATES III, LLLP

BOTANICA SOUTH

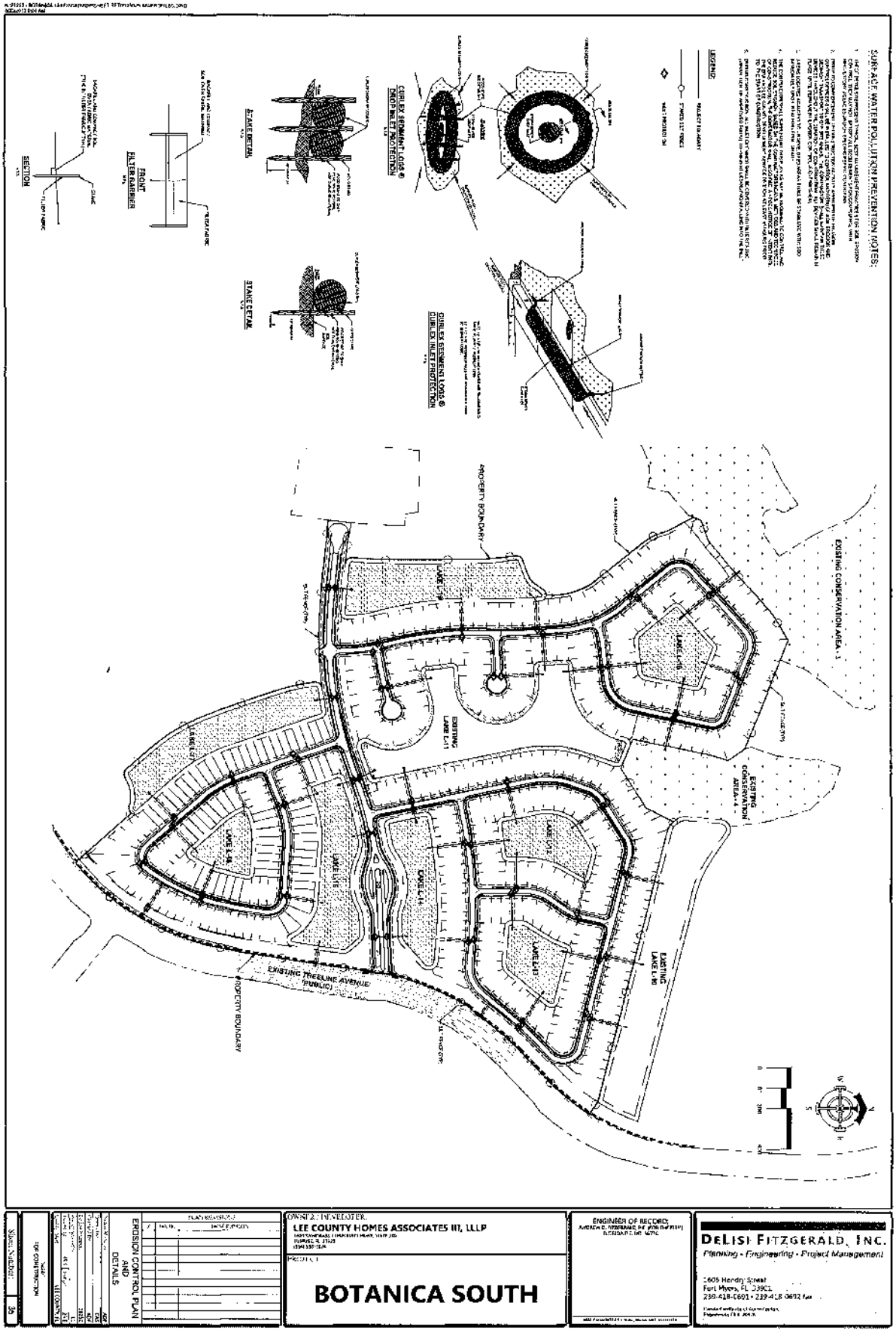
TYPICAL SECTIONS

FOR CONSTRUCTION

Sheet Number: 28



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EROSION CONTROL PLAN AND DETAILS

OWNER / DEVELOPER:
LEE COUNTY HOMES ASSOCIATES III, LLLP

ENGINEER OF RECORD:

PROJECT:
BOTANICA SOUTH

DELISI FITZGERALD, INC.
Planning • Engineering • Project Management
1605 Hendry Street
Fort Myers, FL 33901
239-418-0601 • 239-418-0602 fax

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BOTANICA SOUTH
CONSTRUCTION POLLUTION PREVENTION PLAN

SITE DESCRIPTION			
Project Name and Location: (Latitude, Longitude, or Address)	Botanica South Fort Myers, Florida Latitude 26°34' 15.7" N Longitude 81°47' 6.5" W	Owner Name and Address:	Lee County Homes Associates III, LLLP 1600 Sawgrass Corporate Pkwy Ste. 300 Sunrise, FL 33323
Description: (Purpose and Types of Soil Disturbing Activities)	Construction of a backbone surface water management system for the 373 unit single family residential subdivision.		
Runoff Coefficient	The final coefficient of runoff for the site will be c = 0.60		
Site Area	The site is approximately 117.17acres		
Sequence of Major Activities			
The order of activities will be as follows: 1. Install Erosion Control around wetlands and as needed to prevent soil from leaving the site. 2. Clear and grade uplands and impacted wetlands. 3. Construct detention lakes and stockpile excavated material. 4. Continue clearing and grade roadways. 5. Install wastewater collection system.		6. Install storm sewer system. 7. Install water distribution system. 8. Construct roadway and sidewalks. 9. Final grade and install permanent grasses and plantings. All disturbed areas are to be reseeded or sodded. 10. Remove Erosion Control when stabilization has been established to prevent soil from leaving the site.	
Name of Receiving Waters	Six Mile Cypress Slough		

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CONTROLS
Erosion and Sediment Controls
Stabilization Practices
Temporary Stabilization - Stock piles and disturbed portions of the site where construction activity temporarily ceases for at least 21 days will be stabilized with temporary seed and mulch no later than 21 days from the last construction activity in that area. The temporary seed shall be Rye (grain) applied at the rate of 120 pounds per acre. Prior to seeding, 1,000 pounds of 10-10-10 fertilizer shall be applied to each acre to be stabilized. After seeding, each area shall be mulched with 4,000 pounds per acre of straw. The straw mulch is to be tacked into place by a disk with blades set nearly straight. Areas of the site which are to be paved will be temporarily stabilized with primed limerock base. Permanent Stabilization - Disturbed portions of the site where construction activities permanently cease shall be stabilized with permanent seed or sod as soon as possible after the last construction activity.
Structural Practices
N/A
Storm Water Management
Storm water drainage will be provided by sheet flow, swales, valley gutter, drainage structures, storm sewer and detention lakes. The areas which are not developed will be graded to promote drainage. The surface water management system has been designed by a professional engineer to limit discharge rates from a 25 year 3 day storm event to the allowable discharge predetermined by the governing water management district. The outfall of the system will be stabilized.

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OTHER CONTROLS

Waste Disposal

Waste Materials

All waste materials will be collected and stored. Removal will be by a licensed solid waste management company in Collier County. The dumpsters will meet all state and local solid waste management regulations. All trash and construction debris from the site will be deposited in the dumpsters. The dumpster will be emptied a minimum of once a week or more often if necessary, and the trash will be hauled to the licensed solid waste disposal facility. No construction waste materials will be buried onsite. All personnel will be instructed regarding the correct procedure for waste disposal. Notices stating these practices will be posted in the office trailer and Project Superintendent will be responsible for seeing that these procedures are followed. In addition, Material Safety Data Sheets will be on site for all items used.

Hazardous Waste

All hazardous waste materials will be disposed of in the manner specified by local or State regulations or by the manufacturer. Site personnel will be instructed in these practices and the Project Superintendent will be responsible for seeing that these practices are followed.

Sanitary Waste

All sanitary waste will be collected from the portable units by a licensed sanitary waste management contractor in accordance with local regulation.

Off-site Vehicle Tracking

A stabilized construction entrance has been provided to help reduce vehicle tracking of sediments. The paved street adjacent to the site entrance will be swept as needed, at a minimum weekly, to remove any excess mud, dirt or rock tracked from the site. Dump trucks hauling material from the construction site will be covered with a tarpaulin.

TIMING OF CONTROLS/MEASURES

As indicated in the Sequence of Major Activities, the erosion control devices and stabilized construction entrance will be constructed prior to grading of any other portions of the site except for stockpile purposes. Areas where construction activity temporarily ceases for more the 21 days will be stabilized with a temporary seed and mulch within 21 days of the last disturbance. Once construction activity ceases permanently in an area, that area will be stabilized with permanent sod or seed and mulch. Erosion control devices will be removed upon the completion of construction and or stabilization of grasses, etc.

CERTICATION OF COMPLIANCE WITH FEDERAL, STATE, AND LOCAL REGULATIONS

The storm water pollution prevention plan reflects the South Florida Water Management District (SFWMD) and Lee County regulations for storm water management. To ensure compliance, this plan was prepared in accordance with the City of Fort Myers Land Development Code and the SFWMD Basis of Review Manual. A City of Fort Myers Site Work Permit and a SFWMD ERP Modification have applied for.

MAINTENANCE/INSPECTION PROCEDURES

Erosion and Sediment Control Inspection and Maintenance Practices

These are the inspection and maintenance practices that will be used to maintain erosion and sediment controls.

- All control measures will be inspected at least once each week and following any storm event of 0.50 inches or greater.
- All measures will be maintained in good working order; if a repair is necessary, it will be initiated within 24 hours of report.
- Built up sediment will be removed from silt fence when it has reached one-half the height of the fence.
- Silt fence will be inspected for depth of sediment, tears, to see if the fabric is securely attached to the fence posts, and to see that the fence posts are firmly in the ground.
- The perimeter berm will be inspected and any breaches promptly repaired.
- Temporary and permanent grassing and planting will be inspected for bare spots, washouts, and healthy growth.
- A maintenance inspection report will be made after each inspection. A copy of the report form to be completed by the inspector is attached.
- The Project Superintendent will select three individuals who will be responsible for inspections, maintenance and repair activities, and filling out the inspection and maintenance report.
- Personnel selected for inspection and maintenance responsibilities will receive training from the Project Superintendent. They will be trained in all the inspection and maintenance practices necessary for keeping the erosion and sediment controls used onsite in good working order.

NON-STORM WATER DISCHARGES

It is expected that the following non-storm water discharges will occur from the site during the construction period:

- Pavement wash waters (where no spills or leaks of toxic or hazardous materials have occurred).
- Uncontaminated groundwater (from dewatering excavation if necessary).

All non-storm water discharges will be directed to the detention lakes prior to discharge.

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INVENTORY FOR POLLUTION PREVENTION PLAN

The materials or substances listed below are expected to be present onsite during construction:

- Concrete
- Detergents
- Paints (enamel and latex)
- Metal Studs
- Asphaltic Concrete
- Tar
- Fertilizers
- Petroleum Based Products
- Cleaning Solvents
- Wood
- Masonry Block
- Roofing Shingles

SPILL PREVENTION

Material Management Practices

The following are the material management practices that will be used to reduce the risk of spill or other accidental exposure of materials and substances to storm water runoff. Material Safety Data Sheets will be onsite for all items used.

Good Housekeeping

The following good housekeeping practices will be followed onsite during the construction project.

- An effort will be made to store only enough product required to do the job.
- All materials stored onsite will be stored in a neat, orderly manner in the appropriate containers and, if possible, under a roof or other enclosure.
- Products will be kept in their original containers with the original manufacturer's label.
- Substances will not be mixed with one another unless recommended by the manufacturer.
- Whenever possible, all of a product will be used up before disposing of a container.
- Manufacturers' recommendations for proper use and disposal will be followed.
- The Project Superintendent will inspect weekly to ensure proper use and disposal of materials onsite.

Hazardous Products

These practices are used to reduce the risks associated with hazardous materials.

- Products will be kept in original containers unless they are not re-sealable.
- Original labels and material safety data will be retained; they contain important product information.
- If surplus product must be disposed of, manufacturers or local and State recommended methods for proper disposal will be followed.

Product Specific Practices

The following product specific practices will be followed onsite:

Petroleum Products

All onsite vehicles will be monitored for leaks and receive regular preventive maintenance to reduce the chance of leakage. Petroleum products will be stored in tightly sealed containers which are clearly labeled. Any asphalt substances used onsite will be applied according to the manufacturer's recommendations.

Tarps will be utilized for vehicle/equipment maintenance to prevent runoff of petroleum spills.

Fertilizers

Fertilizers used will be applied only in minimum amounts recommended by the manufacturer. Once applied, fertilizer will be worked into the soil to limit exposure to storm water. Storage will be in a covered shed away from run off areas. The contents of any partially used bags of fertilizer will be transferred to a sealable plastic bin to avoid spills.

Paints

All containers will be tightly sealed and stored when not required for use. Excess paint will not be discharged to the storm sewer system but will be properly disposed of according to the manufacturers' instructions or Federal, State and local regulations.

Concrete Trucks

Concrete trucks will be allowed to wash out or discharge surplus concrete or drum wash on the site at a predetermined location. The water will be detained to let the concrete settle prior to discharging into the surface water system. The remaining hard aggregate will be hauled off (not buried on site).

Spill Control Practices

In addition to the good housekeeping and material management practices discussed in the previous sections of the plan, the following practices will be followed for spill prevention and cleanup:

- Manufacturers' recommended methods for spill cleanup will be clearly posted and site personnel will be made aware of the procedures and the locations of the information and cleanup supplies.
- Materials and equipment necessary for spill cleanup will be kept in the material storage area onsite. Equipment and materials will include but not be limited to brooms, dust pans, mops, rags, gloves, goggles, kitty litter, sand, sawdust, and plastic and metal trash containers specifically for this purpose.
- All spills will be cleaned up immediately after discovery.
- The spill area will be kept well ventilated and personnel will wear appropriate protective clothing to prevent injury from contact with hazardous substances.
- Spills of toxic or hazardous material will be reported to the appropriate State of local government agency, regardless of the size.
- The spill prevention plan will be adjusted to include measures to prevent this type of spill from reoccurring and how to clean up the spill if there is another one. A description of the spill, what caused it, and the cleanup measures will also be included.
- The Project Superintendent responsible for the day-to-day site operations, will be spill prevention and cleanup coordinator. He will designate at least three other site personnel who will receive spill prevention and cleanup training. These individuals will each become responsible for a particular phase of prevention and cleanup. The names of responsible spill personnel will be posted in the material storage area and in the office trailer onsite.

POLLUTION PREVENTION PLAN CERTIFICATIONS

SWP3 CERTIFICATION STATEMENT

Project: Botanica South

Address: Treeline Avenue, Fort Myers, FL

Latitude: 26°34' 15.7" N Longitude: 81°47' 6.5" W

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Signed: _____

Date: _____

Name/Title: William M. Fenno, Director of Land Development

Company: Lee County Homes Associates III, LLLP

Address: 1600 Sawgrass Corporate Parkway, Suite 300, Sunrise FL 33323

Phone: _____ Fax: _____

This certification must be completed by an authorized signatory of each operator (generally the Owner and General Contractor) before the effective date of this plan.

POLLUTION PREVENTION PLAN CERTIFICATIONS

FDEP CONTRACTORS CERTIFICATION STATEMENT

"I certify under penalty of law that I understand the terms and conditions of the generic stormwater permit issued pursuant to Section 403.0885, F.S. that authorizes the stormwater discharges associated with industrial activity from the construction site identified as part of this certification"

The certification must include the name and title of the person providing the signature in accordance with Part VII.C of this permit; the name, address, and telephone number of the contracting firm; the address (or other identifying description) of the site; and the date the certification is made.

Name:_____ Title:_____
(Type) (Type)

Name:_____ Date:_____
(Signature)

Company Name:_____

Address: _____

State:_____ Zip:_____

Phone:_____ Fax _____

24 hr contact phone:_____

Site Name:_____ Botanica South

Site Address /Description: North of Daniels Parkway, south of the existing Botanica Lakes development, and between I-75 and Treeline Avenue.

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SWP3 – Project Name: Botanica South
Weekly Construction Site Inspection Report
Weekly or within 24 hours of 0.25" rainfall

* Site of Drainage Area	Approximate Location	Date Last Disturbed	Date of Stabilization	Control Measures	Current Condition	Corrective Actions Taken and/or Remarks	Condition Codes
							U- Upgrade Needed
							R- Replacement Needed
							M- Maintenance Needed
							C – Clearing Needed
							I – Increase Measures
							S – Stable (no action)
							01 –Other:
							02 – Other:

* See site map for affected drainage areas. Site may include: borrow source, haul roads, contractor's yard, stockpiles, etc...

INITIALS HERE: _____.
CERTIFIES THAT PROJECT WAS/IS IN COMPLIANCE WITH NPDES PERMIT, SWP3 AND GENERAL PERMIT DURING INSPECTION DATE:

Control Measure Codes		
1. Temporary Grass Seeding	11. Perimeter Ditches	21. Dampen Road's for Dust Control
2. Permanent Planting, Sod/Seed	12. Flumes	22. Remove Excess Dirt from Roadway
3. Temporary Mulching	13. Ditch Liner	23. Other:
4. Artificial Covering	14. Rock Bed @ Const. Entrance	
5. Buffer Zone	15. Rip Rap	24. Other:
6. Preserve Natural Resource	16. Sediment Trap	
7. Silt Fence	17. Sediment Basin	25. Other:
8. Hay Bales	18. Inlet Sediment trap	
9. Sand Bagging	19. Velocity Control Devices	
10. Earthen Berms	20. Turbidity Barrier	SWP# Log Form Env Analyst

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BOTANICA SOUTH

URBAN STORMWATER MANAGEMENT PROGRAM

1.0 Introduction

This document provides details of the Urban Stormwater Management Program for Botanica South, Lee County, Florida. This Plan discusses non-structural controls, intended to improve the quality of stormwater runoff by reducing the generation and accumulation of potential stormwater runoff contaminants at or near the respective sources for each constituent, along with significant structural components of the primary stormwater treatment system. Although many of the methodologies and procedures outlined in this document are general Best Management Practices (BMP's) which can be useful in attenuating pollutants in many types of urbanized settings, the implementation of these practices has been optimized, to the maximum extent possible, to reflect the unique character of Botanica South and the surrounding hydrologic features.

Pollution prevention guidelines are provided for the areas of (1) nutrient and pesticide management; (2) street sweeping; (3) solid waste management; (4) operation and maintenance of the stormwater management and treatment system; (5) routine water quality testing; and (6) construction activities. A discussion of each of these activities is given in the following sections.

2.0 Nutrient and Pesticide Management

Nutrient and pesticide management consists of a series of practices designed to manage the use of fertilizers and pesticides so as to minimize loss of these compounds into stormwater runoff and the resulting water quality impacts on adjacent waterbodies. Implementation of a management plan will also maximize the effectiveness of the nutrients and pesticides that are applied.

The owner must commit themselves to the practice of responsible and careful landscape design and maintenance of the lot to prevent contamination of surface waters. The guidelines included in this section are intended to help owners make educated environmental choices regarding the maintenance of the lot within the community. These maintenance and management guidelines are meant to promote an attractive parcel that preserves the health of adjacent waterways and environmental features.

2.1 General Requirements

A landscape plan must be developed for the lot. The plan must be comprehensive in nature and follow the landscape design guidelines as established by the owner and must promote revegetation of each lot as quickly as possible.

Commercial applicators of chemical lawn products must register with the owner annually and provide a copy of their current occupational license, proof of business liability insurance, and proof of compliance with applicable education and licensing requirements. Individual employees working under the direction of a licensed commercial applicator are exempt from the educational requirements.

Only registered commercial applicators and individual lot owners are permitted to apply chemicals within the property on a private lot. All chemical products must be used in accordance with the manufacturer's recommendations. The application of any chemical product within five (5) feet of any surface water including but not limited to ponds, lakes, drainage ditches or canals, is prohibited. The use of any chemical product in a manner that will allow airborne or waterborne entry of such products into surface water is prohibited. This rule shall not apply to the use of chemical agents, by certified lake management specialists, for the control of algae and vegetation within the stormwater lakes or ponds.

2.2 Nutrient Management Program

Management and application of nutrients and fertilizers in Botanica South will adhere to the following guidelines:

A. All fertilizers shall be stored in a dry storage area protected from rainfall and ponding.
B. No fertilizer containing in excess of 2% phosphate/phosphorus (P_2O_5) per guaranteed analysis label (as defined by Chapter 576, Florida Statutes) shall be applied to turf grass unless justified by a soil test.
C. Fertilizer containing in excess of 2% phosphate/phosphorus (P_2O_5) per guaranteed analysis label shall not be applied within 5 feet of the edge of water or within 5 feet of a drainage facility.
D. All fertilizer shall be applied such that spreading of fertilizer on all impervious surfaces is minimized.
E. Liquid fertilizers containing in excess of 2% phosphate/phosphorus (P_2O_5) per guaranteed analysis label shall not be applied thorough an irrigation system within 10 feet of the edge of water or within 10 feet of a drainage facility.
F. Liquid fertilizers containing in excess of 2% phosphate/phosphorus (P_2O_5) per guaranteed analysis label shall not be applied through high or medium mist application or directed spray application within 10 feet of the edge of water or within 10 feet of a drainage facility.

2.3 Pest Management Program

Proper maintenance of plants and turf areas will minimize the ability of pests to successfully attack landscaping. Several general guidelines follow:

A. Apply fertilizer and water only when needed and in moderate amounts. Excessive amounts of either can cause rapid growth that is attractive to insects and disease.
B. Mow St. Augustine grass to a height of 3-4 inches. If cut shorter, the plants may become stressed and more vulnerable to pest infestation. Each mowing should remove no more than one-third of the leaf blade, and those cuttings should remain on the lawn to decompose.
C. It is recommended that pesticides, fungicides, and herbicides be used only in response to a specific problem and in the manner and amount recommended by the manufacturer to address the specific problem. Broad application of pesticides, fungicides and herbicides as a preventative measure is strongly discouraged.

The use of pesticides, fungicides, or herbicides is limited to products that meet the following criteria:

A. Must be consistent with the USDA-NRCS Soil Rating for Selecting Pesticides
B. Must have the minimum potential for leaching into groundwater or loss from runoff
C. Products must be EPA-approved
D. The half-life of products used shall not exceed seventy (70) days

3.0 Street Sweeping

This practice involves sweeping and vacuuming the primary streets to remove dry weather accumulation of pollutants, especially particulate matter, before wash-off of these pollutants can occur during a storm event. This practice reduces the potential for pollution impacts on receiving water bodies by removing particulate matter and associated chemical constituents. Although street cleaning operations are frequently conducted primarily for aesthetic purposes, the primary objective of the street sweeping program for Botanica South is to improve the quality of stormwater runoff generated from impervious traffic areas. Street sweeping activities can be particularly effective during periods of high leaf fall by removing solid leaf material and the associated nutrient loadings from roadside areas where they could easily become transported within stormwater flow.

Street sweeping operations will be performed in Botanica South at a minimum frequency of one event every other month. A licensed vendor using a vacuum-type sweeping device will perform all street sweeping activities. Sweeping activities during each event will include all primary street surfaces. Disposal of the collected solid residual will be the responsibility of the street sweeping vendor.

4.0 Solid Waste Management

In general, solid waste management involves issues related to the management and handling of urban refuse, litter and leaves that will minimize the impact of these constituents as water pollutants.

Maintenance of adequate sanitary facilities for temporarily storing refuse on private premises prior to collection is considered the responsibility of the individual owner. Local requirements for refuse collection will be brought to the attention of every homeowner at closing for the sale of the property. Information will be distributed as necessary stating specifications for containers, separation of waste by type, where to place containers prior to collection, and established collection schedules.

Fallen tree leaves and other vegetation, along with grass clippings, may become direct water pollutants when they are allowed to accumulate in swales and street gutters. All owners will receive periodic educational materials that address proper disposal of leaves and other vegetation to minimize water quality impacts.

5.0 Stormwater Management and Treatment System

The stormwater management system for Botanica South is designed to maximize the attenuation of stormwater generated pollutants prior to discharge to the off-site wetland systems. Operational details and maintenance requirements of the various system components are given in the following sections.

5.1 Wet Detention Lakes and Lake Interconnect Pipes

The basic element of the stormwater management system consists of a series of interconnected wet detention ponds that provide stormwater treatment through a variety of physical, biological, and chemical processes. A wet detention pond acts similar to a natural lake by temporarily detaining stormwater runoff, allowing opportunities for treatment processes to occur, prior to slow controlled discharge of the treated water through the outfall structure. Pollutant removal processes in wet detention systems occur during the quiescent period between storm events. Significant removal processes include gravity settling of particulate matter; biological uptake of nutrients and other ions by aquatic plants, algae and microorganisms; along with natural chemical flocculation and complexation processes.

Maintenance of the wet detention ponds will consist of an annual inspection. During each annual inspection, the following items will be reviewed and corrected as necessary:

A. Inspect the outfall structure and orifices to ensure free-flowing conditions and overall engineering stability of the outfall system.
B. Review the banks of the lakes and canals to ensure proper side slope stabilization and inspect for signs of excessive seepage that may indicate areas of excessive groundwater flow and possible subsurface channeling.
C. Physically evaluate each of the lakes and canals for evidence of excessive sediment accumulation or erosion.
D. Inspect the planted aquatic vegetation in the littoral zone to ensure that the desired vegetation species, percent coverage, and density are maintained.

At the completion of the inspections, a written inspection report will be prepared, listing any deficiencies that need to be addressed or corrected by the owner.

5.2 Stormwater Inlets, Pipes and Culverts

The grates should be unobstructed and the bottom, inside the inlet, should be clean. Check for any accumulation of sediment, trash such as garbage bags, or debris in the culverts connecting these inlets. Flushing out with a high-pressure hose may clean some sediment. Any noted blockage (due to a possible obstruction, or broken pipe, etc.) should prompt further investigation. Crushed or corroded culverts should be replaced with new ones of the same size.

5.3 Swales and Grassed Water Storage Areas

These provide for conveyance and/or above-ground (or surface) storage of stormwater. With age, these areas usually fill in with vegetation and sediment. Swales may need to be regraded and/or revegetated. It is a good idea to compare the existing slope and dimensions of the swale with the permitted design plans prior to the removal of excess sediment or regrading. Areas that show erosion should be stabilized with appropriate material such as sod, planting, rock, sand bags, or other synthetic geotextile material.

Regular mowing of grass swales is essential. These areas also improve water quality by catching sediment and assimilating nutrients, and recharge the underground water table. Remove any undesirable exotic vegetation. Culverts underneath driveways should be checked for blockage, and, if necessary, flushed with a high-pressure hose. After a storm, swales may remain wet for an extended period of time. This is normal and the water will recede gradually.

5.4 Ditches or Canals

Fill material, yard waste, clippings and vegetation, sediment, trash, appliances, garbage bags, shopping carts, tires, cars, etc. should be completely removed. Also check to make sure there are no dead trees or any type of obstructions which could block the drainage flow way.

Maintenance cleaning/excavation must be limited to the same depth, width and side slope as approved in the current permit. Making a ditch deeper or wider may trigger a need for a permit modification. Provisions must also be made to prevent any downstream silting or turbidity *(Contact the SFWMD Resource Compliance staff if you are unsure or need clarification.)* Be sure to dispose of all removed material properly so it won't affect any other water storage or conveyance system, environmental area, or another owner's property.

5.5 Outfall Structure (also called the Discharged Control Structure or Weir)

The outfall structure should be routinely inspected to determine if any obstructions are present or repairs are needed. Trash or vegetation impeding water flow through the structure should be removed. The structure should have a "baffle" or trash collector to prevent flow blockage and also hold back any floating oils from moving downstream. Elevations and dimensions should be verified annually with all current permit information. Periodic inspections should then be regularly conducted to make sure these structures maintain the proper water levels and the ability to discharge.

5.6 Earthen Embankments (Dikes and Berms)

Check for proper elevations, width and stabilization. Worn down berms - especially if used by all-terrain vehicles or equestrian traffic – and rainfall – created washouts should be immediately repaired, compacted and re-vegetated.

6.0 Water Quality Testing

To ensure proper operation of the overall treatment system, monitoring will be performed at the outfall from Botanica South if there is a flow over the weirs. According to the proposed Water Quality Monitoring Plan, monitoring may occur 3 times a year, once during the dry season (February/March) and twice during the wet season (August/September). A manual grab sample will be collected at the outfall location and analyzed for various constituents and parameters as described in the Surface Water Quality Monitoring Plan. Trained and certified personnel will perform sample collection and laboratory analysis. The results of the laboratory analyses will be submitted to South Florida Water Management District as part of an annual water quality monitoring report by December 31 of each year.

7.0 Construction Activities

A Stormwater Pollution Prevention Plan (SWPPP) has been prepared for construction activities to minimize activities contamination that may be caused by erosion and sedimentation during the construction process. The plan includes provisions related to soil stabilization, structural erosion controls, waste collection disposal, offsite vehicle tracking, spill prevention and maintenance and inspection procedures. A copy of the SWPPP is attached hereto and made a part of hereof.

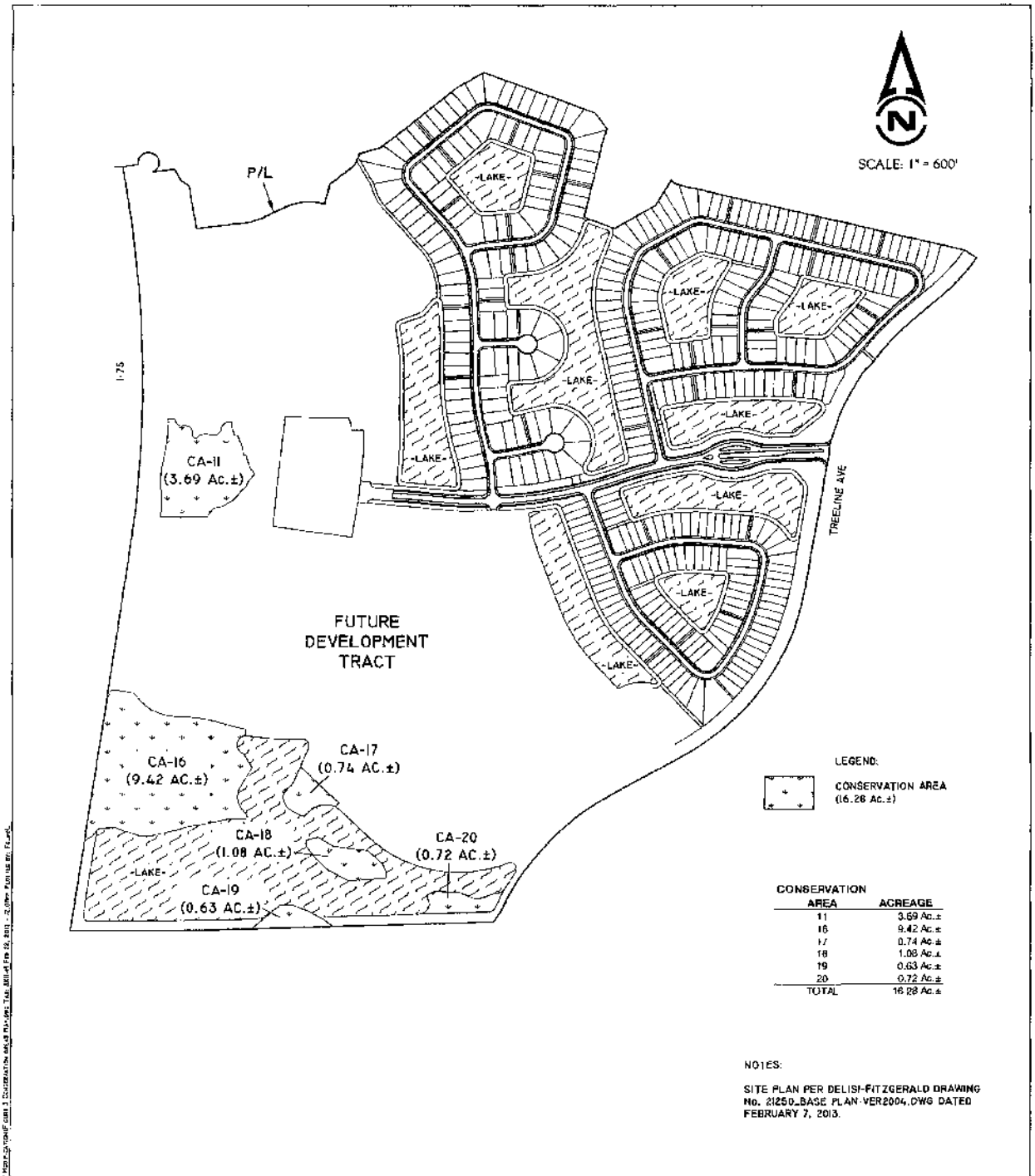


FIGURE 3. CONSERVATION AREAS MAP
BOTANICA SOUTH

DRAWN BY	DATE
D.B.	2/5/13
REVIEWED BY	DATE
A.D.	2/5/13
REVISED	DATE

PASSARELLA & ASSOCIATES INC
Consulting Ecologists

Exhibit 3.0
Application No. 121214-4
Page 1 of 1

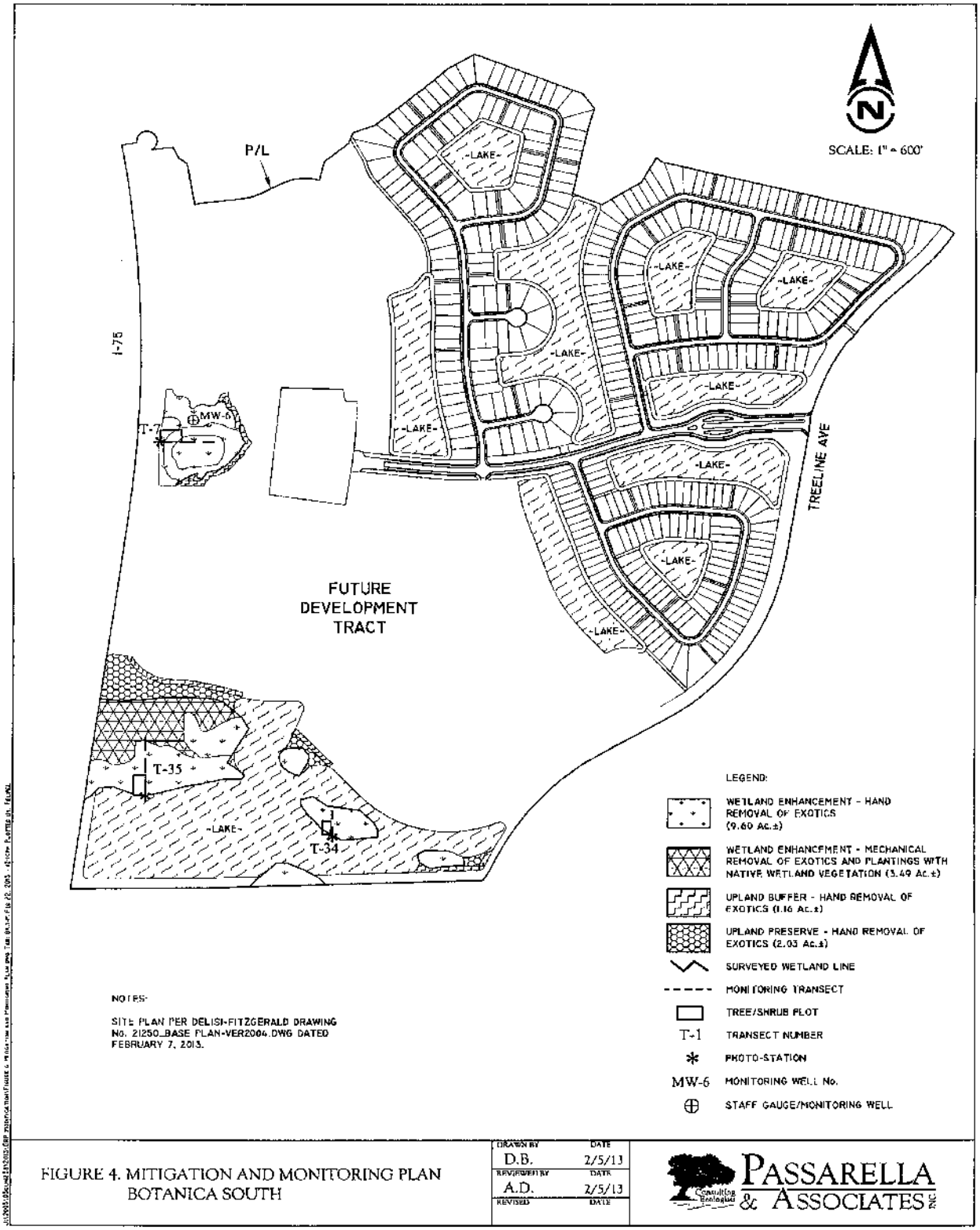


FIGURE 4. MITIGATION AND MONITORING PLAN
BOTANICA SOUTH

DRAWN BY	DATE
D.B.	2/5/13
REVIEWED BY	DATE
A.D.	2/5/13
REVISED	DATE

PASSARELLA & ASSOCIATES, INC.
Consulting Ecologists

Exhibit 3.1
Application No. 121214-4
Page 1 of 1

South Florida Water Management District

Work Schedule Requirements

Application No : 121214-4

Mitigation Plan ID: BOTANICA SOUTH

Activity	**Due Date**
SUBMIT SEVENTH MONITORING REPORT	01-OCT-13
SUBMIT EIGHTH MONITORING REPORT	01-OCT-14
SUBMIT NINTH MONITORING REPORT	01-OCT-15
SUBMIT TENTH MONITORING REPORT	01-OCT-16
SUBMIT ELEVENTH MONITORING REPORT	01-OCT-17

Exhibit 3.2
Application No. 121214-4
Page 1 of 1

STAFF REPORT DISTRIBUTION LIST

BOTANICA SOUTH

Application No: 121214-4

Permit No: 36-04853-P-05

INTERNAL DISTRIBUTION

X Errol Noel
X Justin M.Hojnacki
X Laura Layman
X Daniel F. Waters, P.E.
X ERC Engineering
X ERC Environmental
X Fort Myers Backup File

EXTERNAL DISTRIBUTION

X Permittee - Lee County Homes Associates Iii L L L P
X Engr Consultant - De Lisi Fitzgerald Inc
X Env Consultant - Passarella & Associates Inc

GOVERNMENT AGENCIES

X Div of Recreation and Park - District 4 - FDEP

OTHER INTERESTED PARTIES

X Audubon of Florida - Charles Lee

STAFF REPORT DISTRIBUTION LIST

ADDRESSES

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Fort Myers FL 33901
drewf@delisifitzgerald.com

Passarella & Associates Inc
13620 Metropolis Avenue
Suite 200
Fort Myers FL 33912

Div of Recreation and Park - District 4 - FDEP
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Osprey FL 34229
chris.becker@dep.state.fl.us

Audubon of Florida - Charles Lee
1101 Audubon Way
Maitland FL 32751
chlee2@earthlink.net

EXHIBIT C

Bylaws of Marina Bay of Fort Myers Homeowners Association, Inc.

[See Attached 10 Pages]

BYLAWS
OF
MARINA BAY OF FORT MYERS HOMEOWNERS ASSOCIATION, INC.

Section 1. Identification of Association

These are the Bylaws of the Marina Bay of Fort Myers Homeowners Association, Inc. ("Association") as duly adopted by its Board of Directors ("Board"). The Association is a corporation not for profit, organized pursuant to Chapters 617 and 720, Florida Statutes.

1.1. The office of the Association shall be for the present at 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323 and thereafter may be located at any place designated by the Board.

1.2. The fiscal year of the Association shall be the calendar year.

1.3. The seal of the Association shall bear the name of the Association, the word "Florida" and the words "Corporation Not For Profit."

Section 2. Explanation of Terminology

The terms defined in the Articles of Incorporation of the Association ("Articles") as well as in the Declaration of Covenants, Restrictions and Easements for Marina Bay ("Declaration") are incorporated herein by reference and shall appear in initial capital letters each time such terms appear in these Bylaws.

Section 3. Membership; Members' Meetings; Voting and Proxies

3.1. The qualification of Members, the manner of their admission to membership in the Association, the manner of termination of such membership and the voting by Members shall be as set forth in the Articles.

3.2. The Members shall meet annually ("Annual Members' Meeting"). The Annual Members' Meeting shall be held at the office of the Association or at such other place in the County as the Board may determine and on such day and at such time as designated by the Board in the notice of such meeting commencing with the year following the year in which the Articles are filed with the Secretary of State. The purpose of the Annual Members' Meeting shall be to hear reports of the officers, elect members of the Board (when that shall be appropriate as determined by the provisions of the Articles) and transact any other business authorized to be transacted at such Annual Members' Meeting.

3.3. Special meetings (meetings other than the Annual Members' Meeting) of the Members shall be held at any place within the County whenever called by the President or Vice President or by a majority of the Board. A special meeting must be called by such President or Vice President upon receipt of a written request from Members having the right to vote at least one-third (1/3) of the total number of votes entitled to be cast by Members at any such special meeting.

3.4. Except as otherwise provided in the Articles, a written notice of each Members' meeting, whether an Annual Members' Meeting or a special meeting (collectively "Meeting"), shall be given to each Member entitled to vote at such Member's last known address as it appears on the books of the Association, and shall be mailed or hand delivered to the said address or electronically transmitted to the location furnished by the Member for that purpose not less than fourteen (14) days nor more than forty-five (45) days prior to the date of the Meeting. Proof of such mailing, hand delivery or electronic transmission shall be given by affidavit of the person giving the notice. Any notice given hereunder shall state the time and place of the Meeting and the purposes for which the Meeting is called. The notices of

all Annual Members' Meetings shall, in addition, specify the number of Directors of the Association to be designated by Declarant and the number of Directors to be elected by the Members, if applicable. Notwithstanding any provisions hereof to the contrary, notice of any Meeting may be waived before, during or after such Meeting by a Member or by the person entitled to vote for such Member by signing a document setting forth the waiver of such notice and the attendance of any Member (or person authorized to vote for such Member), either in person or by proxy, shall constitute such Member's waiver of notice of such Meeting, and waiver of any and all objections to the place of the Meeting, the time of the Meeting or the manner in which it has been called or convened, except when Member's (or Member's authorized representative's) attendance is for the express purpose of objecting at the beginning of the Meeting to the transaction of business because the Meeting is not lawfully called.

3.5. The Members may, at the discretion of the Board, act by written response in lieu of a Meeting provided written notice of the matter or matters to be agreed upon is given to the Members or duly waived in accordance with the provisions of these Bylaws. Unless some greater number is required under the Marina Bay Documents and except as to the election of Directors, which shall be accomplished by plurality vote, the decision of a majority of the votes cast by Members as to the matter or matters to be agreed or voted upon shall be binding on the Members provided a quorum is either present at such Meeting or submits a response if action is taken by written response in lieu of a Meeting, as the case may be. The notice with respect to actions to be taken by written response in lieu of a Meeting shall set forth the time period during which the written responses must be received by the Association.

3.6. (a) A quorum of the Members shall consist of Members entitled to cast thirty percent (30%) of the total number of votes of the Members. A quorum of any class of Members shall consist of Class Members of such class entitled to cast thirty percent (30%) of the total number of votes of the class. Limited "Proxies" and general "Proxies" (as hereinafter defined in Paragraph 3.10) may be used to establish a quorum.

(b) When a quorum is present at any Meeting and a question which raises the jurisdiction of such Meeting is presented, the holders of a majority of the voting rights present in person or represented by written Proxy shall be required to decide the question. However, if the question is one upon which a vote other than the majority vote of a quorum is required by express provision of the Marina Bay Documents or by law, then such express provision shall govern and control the required vote on the decision of such question.

3.7. Not less than sixty (60) days before any Annual Members' Meeting at which elections of Directors are to occur, the Association shall mail, delivery or electronically transmit, whether by separate Association mailing or included in another Association mailing, delivery or transmission, including regularly published newsletters, to each Member entitled to a vote, a first notice of the date of the Election Meeting. Any Member or other eligible person desiring to be a candidate for the Board must give written notice to the Association not less than forty (40) days before the Election Meeting. Together with an agenda, the Association shall mail, delivery or electronically transmit a second notice of the Election Meeting to all Members entitled to vote therein, together with a ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, no larger than 8 ½ by 11 inches, which must be furnished by the candidate not less than thirty-five (35) days before the Election Meeting, to be included with the mailing, delivery or transmission of the ballot, with the costs of mailing, delivery or electronic transmission and copying to be borne by the Association. The Association shall not be liable for the contents of any information sheets prepared and supplied by the candidates. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement; however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election of Members of the Board. Members may not vote for Directors by Proxy. Voting by secret ballots by Members shall be conducted in accordance with Section 720.306(8)(b) of the HOA Act. Furthermore, at any Election Meeting, the "Chairman" (as hereinafter defined in Paragraph 7.2) shall appoint an "Election Committee" consisting of three (3) Members to supervise the election, count

and verify ballots, disqualify votes if such disqualification is justified under the circumstances and certify the results of the election to the Board. The Election Committee shall be able to determine questions within its jurisdiction by plurality vote of all three (3) members, but matters resulting in deadlocked votes of the Election Committee shall be referred to the entire Board for resolution.

3.8. If a quorum is not in attendance at a Meeting, the majority of the Members who are present, either in person or by Proxy, may adjourn the Meeting from time to time until a quorum is present and no further notice of the adjourned and continued Meeting need be given. Except as required above, Proxies given for the adjourned Meeting shall be valid for the adjourned and continued Meeting unless revoked for reasons other than the adjourned and continued date of the Meeting with no further notice of such adjourned Meeting being required other than prior to such adjournment, the announcement of the time, date and place for the re-continued Meeting.

3.9. Minutes of all Meetings shall be kept in a businesslike manner and be available for inspection by the Members and Directors at all reasonable times. The Association shall retain minutes for such time as required by applicable Florida law.

3.10. Voting rights of Members shall be as stated in the Articles with respect to the election of all Boards other than the First Board. Such votes may be cast in person, by secret ballot or by Proxy (as hereinafter defined). Proxies may also be used to vote on other agenda items at meetings at which Directors are to be elected, and may also be used to establish a quorum. "Proxy" is defined to mean an instrument containing the appointment of a person who is substituted in the place and stead of the person or authorized representative of an entity entitled to vote. Proxies shall be in writing signed by the person or authorized representative of an entity giving the same and shall be valid only for the particular Meeting designated therein and, if so stated in the Proxy, any adjournments thereof, provided, however, any proxy automatically expires ninety (90) days after the date of the meeting for which it was originally given. A Proxy must be filed with the Secretary of the Association before the appointed time of the Meeting in order to be valid. Any Proxy may be revoked prior to the time a vote is cast in accordance with such Proxy. Any proxy holder may appoint, in writing, a substitute to act in his or her place.

3.11. The voting on any matter at a Meeting shall be by secret ballot upon request of the holders of ten percent (10%) of the votes represented at such Meeting and entitled to be cast on such matter, if such request is made prior to the vote in question.

Section 4. Board; Directors' Meetings

4.1. The business and administration of the Association shall be by its Board.

4.2. The election and, if applicable, designation of Directors shall be conducted in accordance with Section 3.7 above. Except for Declarant-appointed Directors, Directors must be Members or the parents, children or spouses of Members except that if a Lot is owned by an entity and not an individual, such entity may only appoint a partner, shareholder, member, manager, director or officer of such entity or any of its constituent entities on its behalf to be eligible to serve on the Board.

4.3. (a) Any person elected or designated as a Director shall have all the rights, privileges, duties and obligations of a Director of the Association.

(b) The term of a Director's service shall be as stated in the Articles and, if not so stated, shall extend until the next Annual Members' Meeting and thereafter until his or her successor is duly elected and qualified or until he or she resigns or is removed in the manner elsewhere provided.

4.4. The organizational meeting of a newly elected Board shall be held immediately after the election, but if not, then no later than ten (10) days following its election at such place and time as shall be fixed by the Directors at the meeting at which they were elected and notice of such organizational meeting shall be given in accordance with the HOA Act.

4.5. Regular meetings of the Board may be held at such times and places in the County as shall be determined from time to time by a majority of the Directors. Special meetings of the Board may be called at the discretion of the President or the Vice President. Special meetings must be called by the Secretary at the written request of at least one-third (1/3) of the Directors. Any such special meeting may be held in the County at such time and place as determined by the Directors requesting such meeting or in such other place as all of the Directors shall agree upon.

4.6. Notice of the time and place of regular and special meetings of the Board, or adjournments thereof, shall be given to each Director personally or by mail, telephone, facsimile or electronically transmitted if correctly directed to an electronic mail address at which the Director has consented to receive notice, at least forty eight (48) hours prior to the date and time named for such meeting unless such notice is waived before, during or after such meeting. Any Director may waive notice of the meeting in writing before, during or after a meeting and such waiver shall be deemed equivalent to the receipt of notice by such Director. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, and a waiver of any and all objections to the place of the meeting, to the time of the meeting or the manner in which it has been called or convened, except when a Directors states at the beginning of the meeting, or promptly upon arrival at the meeting, any objection to the transaction of affairs because the meeting is not lawfully called or convened.

4.7 Notice of all Board meetings shall be given to the members in accordance with the HOA Act.

4.8. A quorum of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. Matters approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the official acts of the Board, except as may be otherwise specifically provided by law, by the Articles or elsewhere herein. If at any meeting of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any meeting that takes place on account of a previously adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted. In the case of the adjournment of a meeting, no further notice of the adjourned meeting need be given other than, prior to such adjournment, the announcement of the time, date and place for the re-continued meeting.

4.9. The presiding officer at all Board meetings shall be the President. In the absence of the President, the Vice-President shall preside and in the absence of the Vice President, the Directors shall designate any one of their number to preside.

4.10. No Director shall receive any compensation from the Association for acting in such capacity or capacities, unless approved by a majority vote of the Members at a Meeting.

4.11. Minutes of all meetings of the Board shall be kept in a businesslike manner and be available for inspection by Members and Directors as required by Florida law.

4.12. The Board shall have the power to appoint an "Executive Committee(s)" of the Board consisting of not less than three (3) Directors. An Executive Committee(s) shall have and exercise such powers of the Board as may be delegated to such Executive Committee(s) by the Board.

4.13. Meetings of the Board shall be open to all Members pursuant to, and as limited by, the HOA Act. The Board may also hold closed meetings to the extent permitted by applicable law, including, by way of example but not by way of limitation, when the discussion at a meeting is governed by attorney-client privilege, meetings between the Board or a committee and the Association's attorney to discuss proposed or pending litigation or meetings of the Board held for the purpose of discussing personnel matters. Members shall have the right to speak on any matter placed on the agenda in accordance with, and as limited by, the HOA Act and any rules and regulations promulgated by the Association governing the frequency, duration and other manner of Member statements, which rules may include a sign up sheet for Members wishing to speak. In the event a Member conducts himself or herself in a manner detrimental to the carrying on of the meeting, then any Director may expel said Member from the meeting by any reasonable means which may be necessary to accomplish said Member's expulsion. Also, the Board shall have the right to exclude from any meeting of the Board any person who is not able to provide sufficient proof that he or she is a Member or a duly authorized representative, agent or proxy holder of a Member, unless said person has been specifically invited by any of the Directors to participate in such meeting.

4.14. The Board may by resolution also create committees and appoint persons to such committees and vest in such committees such powers and responsibilities as the Board shall deem advisable.

4.15 Prior to the Turnover Date, any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, specifically setting forth the action to be taken, shall be signed by all the Directors entitled to vote with respect to the subject matter thereof and such consent shall have the same force and effect as a unanimous vote of the Directors, provided, however, whenever assessments are to be considered, they may be considered only at a meeting of the Directors properly noticed in accordance with the HOA Act.

Section 5. Powers and Duties of the Board

5.1. All of the powers and duties of the Association shall be exercised by the Board. Such powers and duties of the Board shall include, but not be limited to, all powers and duties set forth in the Marina Bay Documents, as well as all of the powers and duties of a director of a corporation not for profit under applicable Florida law not inconsistent therewith.

5.2. The Association may employ a manager to perform any of the duties, powers or functions of the Association. Notwithstanding the foregoing, the Association may not delegate to the manager the power to conclusively determine whether the Association should make expenditures for capital additions or improvements chargeable against the Association funds. The members of the Board shall not be personally liable for any omission or improper exercise by the manager of any duty, power or function delegated to the manager by the Association.

Section 6. Late Fees

An Owner who fails to timely pay any Assessment shall be charged a late charge of Twenty-Five Dollars ($25) by the Association for such late Assessment or such other amount determined by the Board to be charged for the late payments of Assessments provided such amount does not exceed the highest amount permitted by law. Owners shall also be responsible to pay all legal fees (including, but not limited to, attorney and paralegal fees and court costs) incurred in connection with the collection of late Assessments whether or not an action at law to collect said Assessments and foreclose the Association's lien has been commenced. Without limitation, the Board has authorized the following initial schedule of fees for such circumstances:

(a) Reasonable attorney's fees, costs and expenses incurred in the filing of a Claim of Lien.

(b) Reasonable attorney's fees, costs and expenses incurred in the filing of a Satisfaction of Lien;

(c) Reasonable attorney's fees, costs and expenses incurred in the preparation and sending of any Notice of Intent to Lien and Notice of Intent to Foreclose; and

(d) Reasonable attorney's fees, costs and expenses incurred in any action pursuing collection of such unpaid Assessments or violation by a Member or their guests and invitees of any part of the Marina Bay Documents.

Section 7. Officers of the Association

7.1. Executive officers of the Association shall be the President, who shall be a Director, one or more Vice Presidents, a Treasurer and a Secretary, all of whom shall be elected annually by the Board. Any officer may be removed without cause from office by vote of a majority of the Directors at any meeting of the Board. The Board may, from time to time, elect such other officers and assistant officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association. One person may hold any two offices simultaneously, except when the functions of such offices are incompatible, but no person shall hold the office of President and any other office simultaneously.

7.2. The President shall be the chief executive officer of the Association. He or she shall have all of the powers and duties which are usually vested in the office of the President of an association or a corporation not for profit, including, but not limited to, the power to appoint such committees from among the Members at such times as he or she may, in his or her discretion, determine appropriate to assist in the conduct of the affairs of the Association. If in attendance, the President ("Chairman") shall preside at all meetings of the Board and the Members; provided, however, that the President may appoint a substitute.

7.3. In the absence or disability of the President, a Vice President shall exercise the powers and perform the duties of the President. If there is more than one (1) Vice President, the Board shall designate which Vice President is to perform which duties. The Vice President(s) shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board. In the event there shall be more than one Vice President elected by the Board, then they shall be designated "First," "Second," *etc.*, and shall exercise the powers and perform the duties of the presidency in such order.

7.4. The Secretary shall keep the minutes of all meetings of the Board and the Members, which minutes shall be kept in a businesslike manner and be available for inspection by Members and Directors at all reasonable times. The Secretary shall have custody of the seal of the Association and affix the same to instruments requiring such seal when duly authorized and directed to do so. The Secretary shall be custodian for the corporate records of the Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of the Association as may be required by the Board or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent and shall assist the Secretary under the supervision of the Secretary.

7.5. The Treasurer shall have custody of all of the monies of the Association, including funds, securities and evidences of indebtedness. The Treasurer shall keep the assessment rolls and accounts of the Members and shall keep the books of the Association in accordance with good accounting practices and he or she shall perform all of the duties incident to the office of the Treasurer.

The Assistant Treasurer, if any, shall perform the duties of the Treasurer when the Treasurer is absent and shall assist the Treasurer under the supervision of the Treasurer.

7.6. The compensation, if any, of the Directors, officers, committee members and other employees of the Association shall be fixed by the Board. Directors and officers shall not receive any compensation from the Association for acting in such capacity or capacities, unless approved by a majority vote of the Members at a Meeting. This provision shall not preclude the Board from hiring a Director or Officer as an employee of the Association or preclude contracting with a Director or Officer, or a party affiliated with a Director or Officer for the management or performance of contract services for all or any part of Marina Bay.

Section 8. Resignations; Vacancy; Removal

8.1 Any Director or officer may resign his or her post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Lots owned by any Director or officer (other than appointees of Declarant) shall constitute a written resignation of such Director or officer.

8.2 Except when contrary to the HOA Act, when a vacancy occurs on the Board, the vacancy shall be filled by the remaining members of the Board at any meeting by electing a person who shall serve the remaining portion of the unexpired term, provided that all vacancies in directorships to which Directors are appointed by Declarant pursuant to the provisions of the Marina Bay Documents shall be filled only by the Declarant and without the necessity of any meeting.

8.3 Any Director elected by the Members (other than the Declarant) may be removed by concurrence of a majority of voting interest of all of the Members (other than the Declarant) at a Special Meeting of Members called for that purpose, by written agreement signed by a majority of all such Members' voting interest or by written ballot without a Meeting in accordance with the HOA Act. The vacancy of the Board so created shall be filled in accordance with the procedures specified in the HOA Act.

8.4 When a vacancy occurs in an office for any cause, the office shall be filled by the Board at any meeting.

Section 9. Accounting Records; Fiscal Management

9.1. The Association shall prepare financial reports and maintain accounting records in accordance with the HOA Act. The accounting records of the Association shall be open to inspection by Members and Institutional Mortgagees or their respective authorized representatives at reasonable times and in accordance with, but subject to the limitations of, the HOA Act. Such authorization as a representative of a Member must be in writing and signed by the person giving the authorization and dated within sixty (60) days of the date of the inspection. Such records shall include, but not be limited to: (i) a record of all receipts and expenditures; (ii) an account for each Lot within Marina Bay which shall designate the name and address of the Owner thereof, the amount of Individual Lot Assessments and all other Assessments, if any, charged to the Lot, the amounts and due dates for payment of same, the amounts paid upon the account and the dates paid, and the balance due; (iii) any tax returns, financial statements and financial reports of the Association; and (iv) any other non-privileged records that identify, measure, record or communicate financial information.

9.2. The Board shall adopt a Budget (as defined and provided for in the Declaration) of the anticipated Operating Expenses for each forthcoming calendar year (the fiscal year of the

Association being the calendar year) at a special meeting of the Board ("Budget Meeting") called for that purpose to be held during the month of November of the year preceding the year to which the Budget applies. Prior to the Budget Meeting, a proposed Budget for the Operating Expenses shall be prepared by or on behalf of the Board. Within thirty (30) days after adoption of the Budget, the Association shall provide each Member with notice of the Individual Lot Assessment applicable to his or her Lot(s) and either: (a) a copy of the Budget, or (b) a written notice that a copy of the Budget is available upon request at no charge to the Members. If so requested by a Member, a copy thereof shall be furnished to each requesting Member within ten (10) business days after the Association's receipt of the written request. The copy of the Budget, if requested, shall be deemed furnished and the notice of the Individual Lot Assessment shall be deemed given upon its delivery or upon its being mailed to the Owner shown on the records of the Association at such Owner's last known address as shown on the records of the Association.

9.3. In administering the finances of the Association, the following procedures shall govern: (i) the fiscal year shall be the calendar year; (ii) any monies received by the Association in any calendar year may be used by the Association to pay expenses incurred; (iii) there shall be apportioned between calendar years on a *pro rata* basis any expenses which are prepaid in any one calendar year for Operating Expenses which cover more than such calendar year; (iv) Assessments shall be made quarterly in amounts no less than are required to provide funds in advance for payment of all of the anticipated current Operating Expenses and for all unpaid Operating Expenses previously incurred; and (v) items of Operating Expenses incurred in a calendar year shall be charged against income for the same calendar year regardless of when the bill for such expenses is received. Notwithstanding the foregoing, the Assessments for Operating Expenses and any periodic installments thereof shall be of sufficient magnitude to insure an adequacy and availability of cash to meet all budgeted expenses in any calendar year as such expenses are incurred in accordance with the cash basis method of accounting.

9.4. Individual Lot Assessments shall be payable as provided in the Declaration.

9.5. No Board shall be required to anticipate revenue from Assessments or expend funds to pay for Operating Expenses not budgeted or which shall exceed budgeted items, and no Board is required to engage in deficit spending. Should there exist any deficiency which results from there being greater Operating Expenses than monies from Assessments, then such deficits shall be carried into the next succeeding year's Budget as a deficiency or shall be the subject of a Special Assessment or an upward adjustment to the Budget and Individual Lot Assessment, as amended by the Board.

9.6. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board in which the monies of the Association shall be deposited. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Board.

9.7. A report of the accounts of the Association shall be made annually by an accountant and a copy of the report shall be furnished to each Member who requests same in writing no later than the first day of April of the year following the year for which the report is made. The report shall be deemed to be furnished to the Member upon its delivery or mailing to the Owner at such Owner's last known address as shown on the records of the Association.

Section 10. Rules and Regulations

The Board may at any meeting of the Board adopt rules and regulations or amend, modify or rescind, in whole or in part, then existing rules and regulations for the operation of Marina Bay; provided, however, that such rules and regulations are not inconsistent with the terms or provisions of the Marina Bay Documents. Copies of any rules and regulations promulgated, amended or rescinded shall be mailed or delivered to all Members at the last known address for such Members as shown on the records of the

Association at the time of such delivery or mailing and shall not take effect until forty-eight (48) hours after such delivery or mailing, or, in the event both forms of notification are used, whichever is later. Notwithstanding the foregoing, when rules and regulations are to regulate the use of a specific portion of the Association Property, same shall be conspicuously posted at such facility and such rules and regulations shall be effective immediately upon such posting. Care shall be taken to insure that posted rules and regulations are conspicuously displayed and easily readable and that posted signs or announcements are designed with a view toward protection from weather and the elements. Posted rules and regulations which are torn down or lost shall be promptly replaced.

Section 11. Parliamentary Rules

The then latest edition of Robert's Rules of Order shall govern the conduct of all meetings of the Members and the Board; provided, however, if such rules of order are in conflict with any of the Marina Bay Documents or Chapters 617 and 720 Florida Statutes, Robert's Rules of Order shall yield to the provisions of such instrument(s)

Section 12. Roster of Owners

Each Owner shall file with the Association a copy of the recorded deed or other document showing his or her ownership interest in Marina Bay. The Association shall maintain such information. The Association shall also maintain the electronic mailing addresses and numbers of those Owners consenting to receive notice by electronic transmission. The electronic mailing address and numbers provided by Owners consenting to receive notice by electronic transmission shall be removed from Association records when consent to receive notice by electronic transmission is revoked. The Association may rely on the accuracy of such information for all purposes until notified in writing of changes therein. Unless otherwise requested in writing, all numbers and electronic mailing addresses shall constitute a part of the official records of the Association and provided to any Member who makes a proper request to inspect such official records of the Association and/or as part of published membership directories of the Association.

Section 13. Amendment of the Bylaws

13.1. These Bylaws may be amended as hereinafter set forth in this Section 13.

13.2. After the Turnover Date, any Bylaw of the Association may be amended or repealed, and any new Bylaw of the Association may be adopted by either:

(i) a majority vote of the Members who appear in person or by proxy at any Annual Members' Meeting or any special meeting of the Members called for that purpose or by majority action of the Members who have acted by written response in lieu of a Meeting as permitted by these Bylaws; or

(ii) by the affirmative vote of a majority of the Directors then in office at any regular meeting of the Board or at any special meeting of the Board called for that purpose or by written instrument signed by all of the Directors as is permitted by these Bylaws, provided that the Directors shall not have any authority to adopt, amend or repeal any Bylaw if such new Bylaw or such amendment or the repeal of a Bylaw would be inconsistent with any Bylaw previously adopted by the Members.

13.3. Notwithstanding any of the foregoing provisions of this Section 13 to the contrary, until the Turnover Date, all amendments or modifications to these Bylaws and adoption or repeal of Bylaws shall only be made by action of the First Board as described in the Articles, which First Board shall have the power to amend, modify, adopt and repeal any Bylaws without the requirement of any consent, approval or vote of the Members.

13.4. Notwithstanding the foregoing provisions of this Section 13, there shall be no amendment to these Bylaws which shall abridge, prejudice, amend or alter the rights of: (i) Declarant, without the prior written consent thereto by Declarant; or (ii) any Institutional Mortgagee without the prior written consent of such Institutional Mortgagee; nor shall any other amendment to these Bylaws be adopted or become effective without the prior written consent of Declarant for so long as Declarant holds either a leasehold interest in or title to at least one (1) Lot.

13.5. Any instrument amending, modifying, repealing or adding Bylaws shall identify the particular section or sections affected and give the exact language of such modification, amendment or addition or of the provisions repealed. A copy of each such amendment, modification, repeal or addition attested to by the Secretary or Assistant Secretary of the Association shall be recorded amongst the Public Records of the County.

Section 14. Mediation

If and to the extent required by the HOA Act, mandatory mediation before the Department of Business and Professional Regulation (the "Department") shall be required prior to institution of court litigation for disputes involving certain actions or inactions, as described in the HOA Act.

Section 15. Recall of Board Members and Election Disputes

If and to the extent required by the HOA Act, mandatory binding arbitration before the Department shall be required for election disputes and disputes involving the recall of any member of the Board. Any member of the Member-elected Board may be recalled and removed from office as provided for and described in the HOA Act.

Section 16. Interpretation

In the case of any conflict between the Articles and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control; and in the event of any conflict between the Articles and the Declaration, the Declaration shall control.

MARINA BAY OF FORT MYERS HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

By:_____
Name: Barbara Smith
Title: President

Attest:_____
Name: N. Maria Menendez
Title: Secretary

[CORPORATE SEAL]

EXHIBIT D

Water Management District Permit

[See Attached 61 Pages]

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE PERMIT NO. 36-04853-P-05
DATE ISSUED:October 18, 2013

PERMITTEE: LEE COUNTY HOMES ASSOCIATES III L L L P
1600 SAWGRASS CORPORATE PKWY STE 300
SUNRISE, FL 33323

PROJECT DESCRIPTION: This application is a request for an Environmental Resource Permit modification to authorize construction and operation of a surface water management system to serve 117.17 acres of residential development known as Botanica South with discharge into an on-site wetland preserve.

PROJECT LOCATION: LEE COUNTY, SEC 11 TWP 45S RGE 25E

PERMIT DURATION: See Special Condition No:1.

This is to notify you of the District's agency action for Permit Application No. 121214-4, dated December 14, 2012. This action is taken pursuant to the provisions of Chapter 373, Part IV, Florida Statues (F.S).

Based on the information provided, District rules have been adhered to and an Environmental Resource Permit is in effect for this project subject to:

1. Not receiving a filed request for a Chapter 120, Florida Statutes, administrative hearing.
2. the attached 19 General Conditions (See Pages : 2 - 4 of 6),
3. the attached 22 Special Conditions (See Pages : 5 - 6 of 6) and
4. the attached 3 Exhibit(s)

Should you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the "Notice of Rights," we will assume that you concur with the District's action.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a "Notice of Rights" has been mailed or electronically transmitted to the Permittee (and the persons listed in the attached distribution list) no later than 5:00 p.m. on this 18th day of October, 2013, in accordance with Section 120.60(3), Florida Statutes.

BY: _____
Dan Waters, P.E.
Administrator
Lower West Coast Service Center

NOTICE OF RIGHTS

As required by Sections 120.569(1), and 120.60(3), Fla. Stat., following is notice of the opportunities which may be available for administrative hearing or judicial review when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Not all the legal proceedings detailed below may be an applicable or appropriate remedy. You may wish to consult an attorney regarding your legal rights.

RIGHT TO REQUEST ADMINISTRATIVE HEARING

A person whose substantial interests are or may be affected by the South Florida Water Management District's (SFWMD or District) action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Fla. Stat. Persons seeking a hearing on a District decision which does or may determine their substantial interests shall file a petition for hearing with the District Clerk within 21 days of receipt of written notice of the decision, unless one of the following shorter time periods apply: 1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Fla. Stat.; or 2) within 14 days of service of an Administrative Order pursuant to Subsection 373.119(1), Fla. Stat. "Receipt of written notice of agency decision" means receipt of either written notice through mail, or electronic mail, or posting that the District has or intends to take final agency action, or publication of notice that the District has or intends to take final agency action. Any person who receives written notice of a SFWMD decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

Filing Instructions

The Petition must be filed with the Office of the District Clerk of the SFWMD. Filings with the District Clerk may be made by mail, hand-delivery or facsimile. **Filings by e-mail will not be accepted.** Any person wishing to receive a clerked copy with the date and time stamped must provide an additional copy. A petition for administrative hearing is deemed filed upon receipt during normal business hours by the District Clerk at SFWMD headquarters in West Palm Beach, Florida. Any document received by the office of the SFWMD Clerk after 5:00 p.m. shall be filed as of 8:00 a.m. on the next regular business day. Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the SFWMD Clerk, P.O. Box 24680, West Palm Beach, Florida 33416.
- Filings by hand-delivery must be delivered to the Office of the SFWMD Clerk. **Delivery of a petition to the SFWMD's security desk does not constitute filing. To ensure proper filing, it will be necessary to request the SFWMD's security officer to contact the Clerk's office.** An employee of the SFWMD's Clerk's office will receive and file the petition.
- Filings by facsimile must be transmitted to the SFWMD Clerk's Office at (561) 682-6010. Pursuant to Subsections 28-106.104(7), (8) and (9), Fla. Admin. Code, a party who files a document by facsimile represents that the original physically signed document will be retained by that party for the duration of that proceeding and of any subsequent appeal or subsequent proceeding in that cause. Any party who elects to file any document by facsimile shall be responsible for any delay, disruption, or interruption of the electronic signals and accepts the full risk that the document may not be properly filed with the clerk as a result. The filing date for a document filed by facsimile shall be the date the SFWMD Clerk receives the complete document.

Initiation of an Administrative Hearing

Pursuant to Rules 28-106.201 and 28-106.301, Fla. Admin. Code, initiation of an administrative hearing shall be made by written petition to the SFWMD in legible form and on 8 and 1/2 by 11 inch white paper. All petitions shall contain:

1. Identification of the action being contested, including the permit number, application number, District file number or any other SFWMD identification number, if known.
2. The name, address and telephone number of the petitioner and petitioner's representative, if any.
3. An explanation of how the petitioner's substantial interests will be affected by the agency determination.
4. A statement of when and how the petitioner received notice of the SFWMD's decision.
5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
6. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the SFWMD's proposed action.
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the SFWMD's proposed action.
8. If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.
9. A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the SFWMD to take with respect to the SFWMD's proposed action.

A person may file a request for an extension of time for filing a petition. The SFWMD may, for good cause, grant the request. Requests for extension of time must be filed with the SFWMD prior to the deadline for filing a petition for hearing. Such requests for extension shall contain a certificate that the moving party has consulted with all other parties concerning the extension and that the SFWMD and any other parties agree to or oppose the extension. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

If the District takes action with substantially different impacts on water resources from the notice of intended agency decision, the persons who may be substantially affected shall have an additional point of entry pursuant to Rule 28-106.111, Fla. Admin. Code, unless otherwise provided by law.

Mediation

The procedures for pursuing mediation are set forth in Section 120.573, Fla. Stat., and Rules 28-106.111 and 28-106.401-.405, Fla. Admin. Code. The SFWMD is not proposing mediation for this agency action under Section 120.573, Fla. Stat., at this time.

RIGHT TO SEEK JUDICIAL REVIEW

Pursuant to Sections 120.60(3) and 120.68, Fla. Stat., a party who is adversely affected by final SFWMD action may seek judicial review of the SFWMD's final decision by filing a notice of appeal pursuant to Florida Rule of Appellate Procedure 9.110 in the Fourth District Court of Appeal or in the appellate district where a party resides and filing a second copy of the notice with the SFWMD Clerk within 30 days of rendering of the final SFWMD action.

GENERAL CONDITIONS

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized shall subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S. (2012).

2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.

3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the "State of Florida Erosion and Sediment Control Designer and Reviewer Manual" (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the "Florida Stormwater Erosion and Sedimentation Control Inspector's Manual" (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.

4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice" indicating the expected start and completion dates. If available, an Agency website that fulfills this notification requirement may be used in lieu of the form.

5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.

6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
   a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex- "Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit"[Form 62-330.310(3)]; or
   b. For all other activities- "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
   c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

7. If the final operation and maintenance entity is a third party:
   a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as- built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of Applicant's Handbook Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
   b. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

8. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that

GENERAL CONDITIONS

require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

9. This permit does not:
a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
b. Convey to the permittee or create in the permittee any interest in real property;
c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

11. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

12. The permittee shall notify the Agency in writing:
a. Immediately if any previously submitted information is discovered to be inaccurate; and
b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

14. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.

16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other

GENERAL CONDITIONS

uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

SPECIAL CONDITIONS

1. The construction phase of this permit shall expire on October 18, 2018.
2. Operation of the stormwater management system shall be the responsibility of BOTANICA LAKES HOMEOWNERS ASSOCIATION, INC..
3. Discharge Facilities: Through previously permitted facilities.
4. The permittee shall be responsible for the correction of any erosion, shoaling or water quality problems that result from the construction or operation of the stormwater management system.
5. Measures shall be taken during construction to insure that sedimentation and/or turbidity violations do not occur in the receiving water.
6. The District reserves the right to require that additional water quality treatment methods be incorporated into the drainage system if such measures are shown to be necessary.
7. Lake side slopes shall be no steeper than 4:1 (horizontal:vertical) to a depth of two feet below the control elevation. Side slopes shall be nurtured or planted from 2 feet below to 1 foot above control elevation to insure vegetative growth, unless shown on the plans.
8. Facilities other than those stated herein shall not be constructed without an approved modification of this permit.
9. A stable, permanent and accessible elevation reference shall be established on or within one hundred (100) feet of all permitted discharge structures no later than the submission of the certification report. The location of the elevation reference must be noted on or with the certification report.
10. The permittee shall provide routine maintenance of all of the components of the stormwater management system in order to remove all trapped sediments/debris. All materials shall be properly disposed of as required by law. Failure to properly maintain the system may result in adverse flooding conditions.
11. This permit is issued based on the applicant's submitted information which reasonably demonstrates that adverse water resource related impacts will not be caused by the completed permit activity. Should any adverse impacts caused by the completed stormwater management system occur, the District will require the permittee to provide appropriate mitigation to the District or other impacted party. The District will require the permittee to modify the stormwater management system, if necessary, to eliminate the cause of the adverse impacts.
12. The permittee acknowledges that, pursuant to Rule 40E-4.101(2), F.A.C., a notice of Environmental Resource or Surface Water Management Permit may be recorded in the county public records. Pursuant to the specific language of the rule, this notice shall not be considered an encumbrance upon the property.
13. If prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, the permitted project should cease all activities involving subsurface disturbance in the immediate vicinity of such discoveries. The permittee, or other designee, should contact the Florida Department of State, Division of Historical Resources, Review and Compliance Section at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Project activities should not resume without verbal and/or written authorization from the Division of Historical Resources. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, Florida Statutes.
14. Minimum building floor elevation: 24.2 Feet NGVD

SPECIAL CONDITIONS

15. Minimum road crown elevation: 23.2 Feet NGVD

16. Prior to the commencement of construction, the permittee shall conduct a pre-construction meeting with field representatives, contractors and District staff. The purpose of the meeting will be to discuss construction methods and sequencing, including type and location of turbidity and erosion controls to be implemented during construction, mobilization and staging of contractor equipment, phasing of construction, methods of vegetation clearing (including methods of nuisance/exotic vegetation removal), coordination with other entities on adjacent construction projects, wetland/buffer protection methods, and endangered species protection with the permittee and contractors. The permittee shall contact District Environmental Resource Compliance staff from the Lower West Coast Service Center at 239-338-2929 to schedule the pre-construction meeting.

17. The District reserves the right to require remedial measures to be taken by the permittee if monitoring or other information demonstrates that adverse impacts to onsite or offsite wetlands, upland conservation areas or buffers, or other surface waters have occurred due to project related activities.

18. Activities associated with the implementation of the mitigation, monitoring and maintenance plan(s) shall be completed in accordance with the work schedule attached as Exhibit No.3.2. Any deviation from these time frames will require prior approval from the District's Environmental Resource Compliance staff. Such requests must be made in writing and shall include (1) reason for the change, (2) proposed start/finish and/or completion dates; and (3) progress report on the status of the project development or mitigation effort.

19. A monitoring program shall be implemented in accordance with Exhibit No. 3.1 and Special Condition 18 of Application No. 050124-10. The monitoring program shall extend for a period of 5 years with annual reports submitted to District staff. An 80% survival rate shall be maintained throughout the monitoring program, with replanting as necessary. If native wetland, transitional, and upland species do not achieve an 80% coverage, native species shall be planted in accordance with the maintenance program. At the end of the monitoring program the entire mitigation area shall contain an 80% survival of planted vegetation and an 80% coverage of desirable obligate and facultative wetland species.

20. The exhibits and special conditions in this permit apply only to this application. They do not supersede or delete any requirements for other applications covered in Permit No. 36-04853-P unless otherwise specified herein.

21. The permittee shall utilize the criteria contained in the Construction Pollution Prevention Plan (Exhibit No. 2.1) and on the applicable approved construction drawings for the duration of the project's construction activities.

22. The Urban Stormwater Management Plan shall be implemented in accordance with Exhibit No. 2.2.

Last Date For Agency Action: October 22, 2013

STANDARD ENVIRONMENTAL RESOURCE PERMIT STAFF REPORT

Project Name: Botanica South

Permit No.: 36-04853-P-05

Application No.: 121214-4 **Associated File:** 130830-13 WU Concurrent

Application Type: Environmental Resource (General Permit Modification)

Location: Lee County, S11/T45S/R25E

Permittee : Lee County Homes Associates Iii L L L P

Operating Entity : Botanica Lakes Homeowners Association, Inc.

Project Area: 117.17 acres

Permit Area: 272.12 acres

Project Land Use: Residential

Drainage Basin: ESTERO BAY **Sub Basin:** Six Mile Cypress Slough

Receiving Body: Six Mile Cypress Slough via wetland flowway via I-75 culv. **Class:** CLASS III

Special Drainage District: NA

Conservation Easement To District : No

Sovereign Submerged Lands: No

PROJECT PURPOSE:

This application is a request for an Environmental Resource Permit modification to authorize construction and operation of a surface water management system to serve 117.17 acres of residential development known as Botanica South with discharge to an existing on-site conservation area.

PROJECT EVALUATION:

PROJECT SITE DESCRIPTION:

The site is located north of Daniels Parkway, west of Treeline Avenue, east of Interstate 75, and south of the existing Botanica Lakes subdivision in Fort Myers, Lee County, Florida. A location map is attached as Exhibit 1.0.

There are permitted surface water management facilities within the project area. The project was originally permitted on April 14, 2004 under Permit No. 36-04853-P for the overall Arborwood project. This ERP authorized the conceptual approval of a 2,402 acre residential and commercial subdivision and the construction and operation of a surface water management system to serve 1,582.3 acres. The permit authorized impacts to 171.30 acres of wetlands which were mitigated through the enhancement of on-site upland and wetland preserves and upland buffers. The on-site mitigation totaled 666.97 acres, which included 36 preservation areas located throughout the overall site.

On December 14, 2005, a modification to the overall Arborwood permit was issued which authorized the construction and operation of a surface water management system serving the 511.99 acre Botanica Lakes subdivision (fka Arborwood Parcel A) (Application No. 050124-10). There were no additional wetland impacts associated with this modification.

Under the proposed modification, the applicant is proposing a reconfiguration of the site plan, but there are no proposed changes to the preserve areas. The project area encompasses Conservation Easement Area Nos. 11, 16, 17, 18, 19, and 20 which total 16.28 acres. This 16.28 acres includes 13.09 acres of wetland preserve, 2.03 acres of upland preserve, and 1.16 acres of upland buffer. Please see the Conservation Areas Map attached as Exhibit 3.0.

PROPOSED PROJECT:

The applicant proposes the modification to the previously permitted, (Permit No. 36-04853-P, Application No. 050124-10) site plan of a residential development known as Botanica South. The proposed construction consists of 373 single family home sites within Basin B1, with associated internal roadways, infrastructure, and surface water management system. Site plans and section sheets are attached as Exhibit 2.0.

The proposed project meets the requirements of the previously approved permit (Permit No. 36-04853-P, Application No. 050124-10) for the minimum road crown elevation of 23.2 feet NGVD, and the minimum finished floor elevation of 24.2 feet NGVD. The previously approved permit limited Parcel A to 85.9 percent impervious area.

LAND USE:

The land use category labeld "preserved" includes 33.27 acres of indigeonous preserve and a 16.28 acre mitigation area consisting of 13.09 acres of wetland preserve, 2.03 acres of upland preserve, and 1.16 acres of upland buffer.

Construction Project:

	This Phase	Total Project	
Building Coverage	29.13	59.28	acres
Lake	26.41	63.80	acres
Open Space	46.61	62.89	acres
Pavement	15.02	86.15	acres
Total:	**117.17**	**272.12**	

WATER QUANTITY :

Discharge Rate :

The proposed project is consistent with the land use and site grading assumptions from the design of the surface water management system and meets the discharge rates of the previously permitted Application No. 050124-10, Permit No. 36-04853-P.

WATER QUALITY :

The master surface water management system provides 64 acre-feet of water quality treatment volume, which includes the proposed development. The design of the master surface water management system provides an additional fifty percent above the treatment volume required per Section 5.2 of Volume IV - Basis of Review to provide additional assurances that the proposed project will not contribute to impairments of the quality of downstream receiving waters.

A Construction Pollution Prevention Plan and an Urban Stormwater Management Program specifications and guidelines are part of the required water quality. Construction and daily operation of the project shall be conducted in accordance with Special Condition Nos. 21-22 and Exhibits Nos. 2.1 and 2.2 and shall be retained in the permit. No adverse water quality impacts are anticipated as a result of the proposed project.

WETLANDS:

The project area encompasses Conservation Easement Area Nos. 11, 16, 17, 18, 19, and 20 which total 16.28 acres. This 16.28 acres includes 13.09 acres of wetland preserve, 2.03 acres of upland preserve, and 1.16 acres of upland buffer. Please see the Conservation Areas Map attached as Exhibit 3.0.

The applicant is not proposing any changes to the preserve areas. The interface between the preserves and the proposed development is not changing.

Monitoring/Maintenance:

The initial mitigation, monitoring and maintenance activities have been completed within the 13.09 acres of wetland preserve, 2.03 acres of upland preserve, and 1.16 acres of upland buffer pursuant to Application No. 050124-10 (See Special Condition 18). These areas are within their sixth year of monitoring, and the conservation easements have already been recorded. The applicant has proposed to continue the wetland monitoring of these conservation areas along Transect Nos. 7, 34, and 35 and Monitoring Well No. 6 as shown on Exhibit 3.1. Monitoring of the conservation easement areas will continue until the project's storm water management system has been certified and final preserve sign-off has been obtained. A revised Work Schedule is attached as Exhibit 3.2.

Wildlife Issues:

The project site does contain preferred habitat for wetland-dependent endangered or threatened wildlife species or species of special concern. The original permit, Permit No. 36-04853-P, detailed endangered and threatened species recorded on, or adjacent to, the overall 2,402.2-acre Arborwood project site. The recorded observations included evidence of Big Cypress fox squirrel, wood storks and other wetland dependent bird species. In addition, the site contained suitable habitat for the eastern indigo snake, the Florida panther and the Florida black bear.

To avoid adverse impacts to the Big Cypress fox squirrel, the applicant will implement a Big Cypress fox squirrel management plan as submitted for the previous SFWMD Permit No. 36-04853-P. The proposed project will preserve and enhance the freshwater marsh areas and hydrology will be maintained throughout all the wetland preserves onsite. Therefore, no adverse impacts to wood stork foraging habitat or other water dependent bird species such as herons, snowy egret, south eastern American kestrel and white ibis, are anticipated. To avoid adverse impacts to the eastern indigo snake, the applicant will implement the standard protection measures for the eastern indigo snake. To mitigate any potential impacts to Florida panther and Florida black bear habitat, per the USFWS, the purchase and preservation of lands located within Priority 1 and/or Priority 2 panther habitat in Hendry County and eastern Collier County, as stated in permit No. 36-04853-P has occured.

This permit does not relieve the applicant from complying with all applicable rules and any other agencies' requirements if, in the future, endangered/threatened species or species of special concern are discovered on the site.

CERTIFICATION, OPERATION, AND MAINTENANCE:

It is suggested that the permittee retain the services of an appropriate registered professional registered in the State of Florida for periodic observation of construction of the surface water management (SWM) system. This will facilitate the completion of construction completion certification Form #0881 which is required pursuant to Section 10 of the Basis of Review for Environmental Resource Permit Applications within the South Florida Water Management District, and Rule 40E-4.361(2), Florida Administrative Code (F.A.C.).

Pursuant to Chapter 40E-4 F.A.C., this permit may not be converted from the construction phase to the operation phase until certification of the SWM system is submitted to and accepted by this District. Rule 40E-4.321(7) F.A.C. states that failure to complete construction of the SWM system and obtain operation phase approval from the District within the permit duration shall require a new permit authorization unless a permit extension is granted.

For SWM systems permitted with an operating entity who is different from the permittee, it should be noted that until the permit is transferred to the operating entity pursuant to Rule 40E-1.6107, F.A.C., the permittee is liable for compliance with the terms of this permit.

The permittee is advised that the efficiency of a SWM system will normally decrease over time unless the system is periodically maintained. A significant reduction in flow capacity can usually be attributed to partial blockages of the conveyance system. Once flow capacity is compromised, flooding of the project may result. Maintenance of the SWM system is required to protect the public health, safety and the natural resources of the state. Therefore, the permittee must have periodic inspections of the SWM system performed to ensure performance for flood protection and water quality purposes. If deficiencies are found, it is the responsibility of the permittee to correct these deficiencies in a timely manner.

RELATED CONCERNS:

Water Use Permit Status:

The applicant has indicated that public water supply will be used as a source for irrigation water for the project.

The applicant has indicated that dewatering is required for construction of this project. Dewatering Application No. 130830-13 has been submitted and is being reviewed concurrently with this application.

This permit does not release the permittee from obtaining all necessary Water Use authorization(s) prior to the commencement of activities which will require such authorization, including construction dewatering and irrigation.

CERP:

The proposed project is not located within or adjacent to a Comprehensive Everglades Restoration Project component.

Potable Water Supplier:

City of Fort Myers Utilities

Waste Water System/Supplier:

City of Fort Myers Utilities

Right-Of-Way Permit Status:

A District Right-of-Way Permit is not required for this project.

DRI Status:

This project is not a DRI.

Historical/Archeological Resources:

The District has received correspondence dated December 28, 2012 from the Florida Department of State, Division of Historical Resources indicating that no significant archaeological or historical resources are recorded in the project area and therefore is unlikely to have an effect upon any such properties. This permit does not release the permittee from compliance with any other agencies' requirements in the event that historical and/or archaeological resources are found on the site.

DEO/CZM Consistency Review:

The issuance of this permit constitutes a finding of consistency with the Florida Coastal Management Program.

Third Party Interest:

No third party has contacted the District with concerns about this application.

Enforcement:

There has been no enforcement activity associated with this application.

STAFF REVIEW:

DIVISION APPROVAL:

NATURAL RESOURCE MANAGEMENT:

Laura Layman

DATE: 10/18/13

SURFACE WATER MANAGEMENT:

for

Daniel F. Waters, P.E.

DATE: 10/16/13

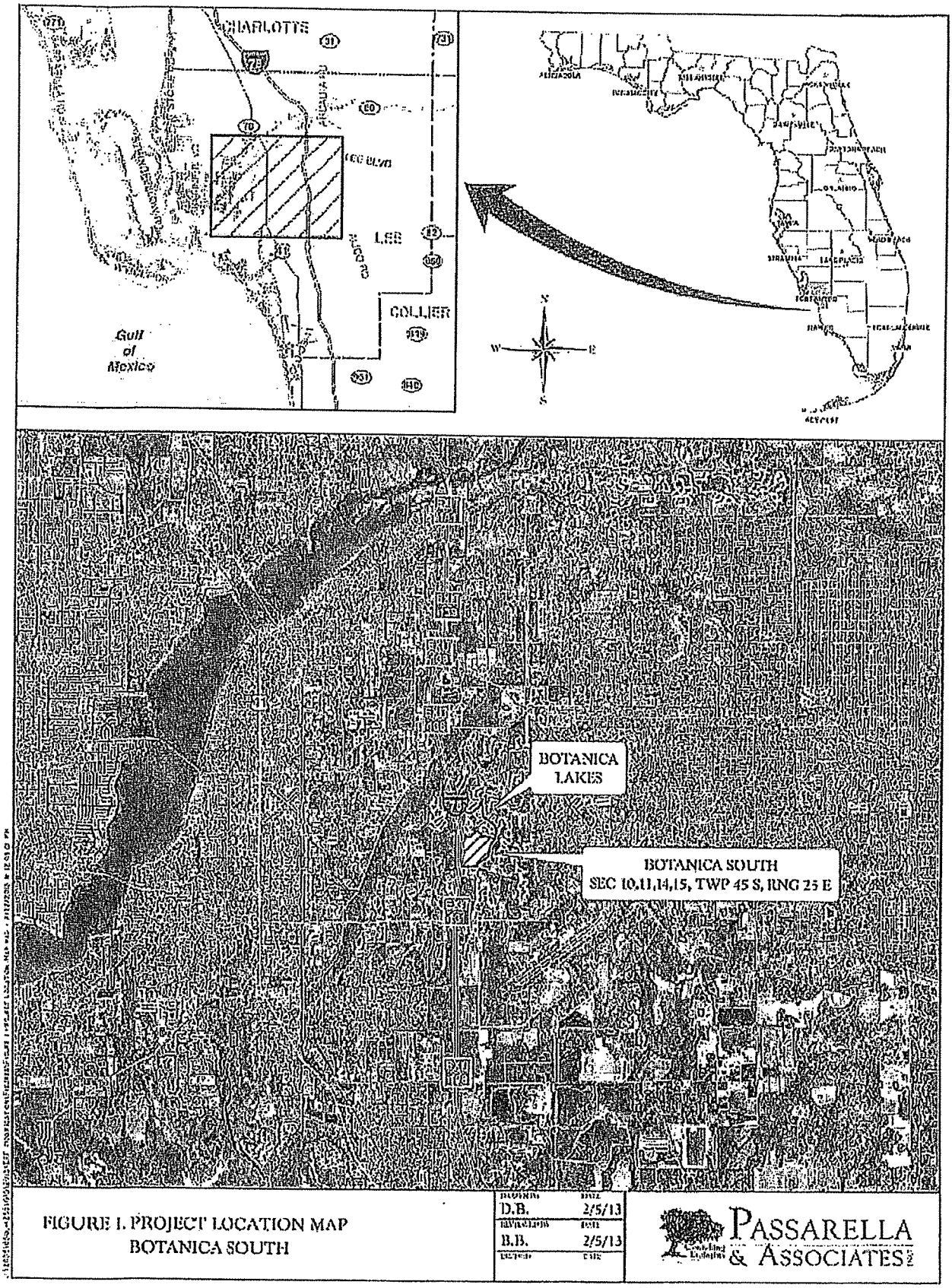


FIGURE 1. PROJECT LOCATION MAP
BOTANICA SOUTH

D.B.	2/5/13
B.B.	2/5/13

PASSARELLA & ASSOCIATES

Exhibit 1.0
Application No. 121214-4
Page 1 of 1

Botanica South

ERP PERMIT MODIFICATION PLANS
(PERMIT #36-04853-P, APPLICATION # 121214-4)

PART OF SECTION 11, TOWNSHIP 45 SOUTH, RANGE 25 EAST
CITY OF FORT MYERS, LEE COUNTY, FLORIDA

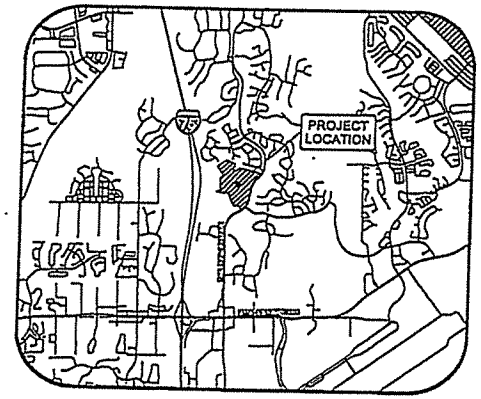
PREPARED FOR: LEE COUNTY HOMES ASSOCIATES III, LLLP

PARCEL ZONING
MASTER DEVELOPMENT PLAN 3 (MDP-3)

PARCEL STRAP NUMBERS
11-45-25-P4026FD.0030

SYMBOL LEGEND

- AIR RELEASE VALVE
- BACKFLOW PREVENTER
- PERMANENT BLOW - OFF
- TEMPORARY BLOW-OFF
- ELEVATION (PROPOSED)
- ELEVATION (EXISTING)
- FDC
- FIRE HYDRANT
- FLOW DIRECTION
- GATE VALVE
- GREASE TRAP
- HEADWALL
- JUNCTION BOX
- MITERED END
- PUMP STATION
- REDUCER
- SANITARY SEWER CLEAN-OUT
- SANITARY SEWER MANHOLE
- STORM SEWER STRUCTURE
- WATER METER



VICINITY MAP
N.T.S.



SHEET INDEX

SHEET NO.	DESCRIPTION
1	COVER SHEET, VICINITY MAP AND INDEX
2	AERIAL PHOTOGRAPH AND EXISTING CONDITIONS PLAN
~~3-4~~	~~MASTER SITE LAYOUT, SIGNING AND MARKING PLAN~~
~~5-6~~	~~MASTER UTILITY PLAN~~
7-8	MASTER PAVING AND DRAINAGE PLAN
9	PLAN AND PROFILE KEY SHEET & SURFACE WATER MANAGEMENT PLAN
10-26	PLAN AND PROFILES
27	TREELINE AVENUE CONNECTION PLAN
28	TYPICAL SECTIONS
29	PAVING AND DRAINAGE DETAILS
~~30~~	~~DRAINAGE STRUCTURE LIST~~
~~31-33~~	~~UTILITY DETAILS~~
~~34~~	~~LIFT STATION DETAILS~~
35	EROSION CONTROL PLAN AND DETAILS

DELISI FITZGERALD, INC.
Planning - Engineering - Project Management
1605 Hendry Street
Fort Myers, FL 33901
239-418-0691 • 239-418-0692 fax

ENGINEER OF RECORD:

OWNER/DEVELOPER:
LEE COUNTY HOMES ASSOCIATES III, LLLP

PROJECT
BOTANICA SOUTH

PLAN/REMARKS
DESCRIPTION

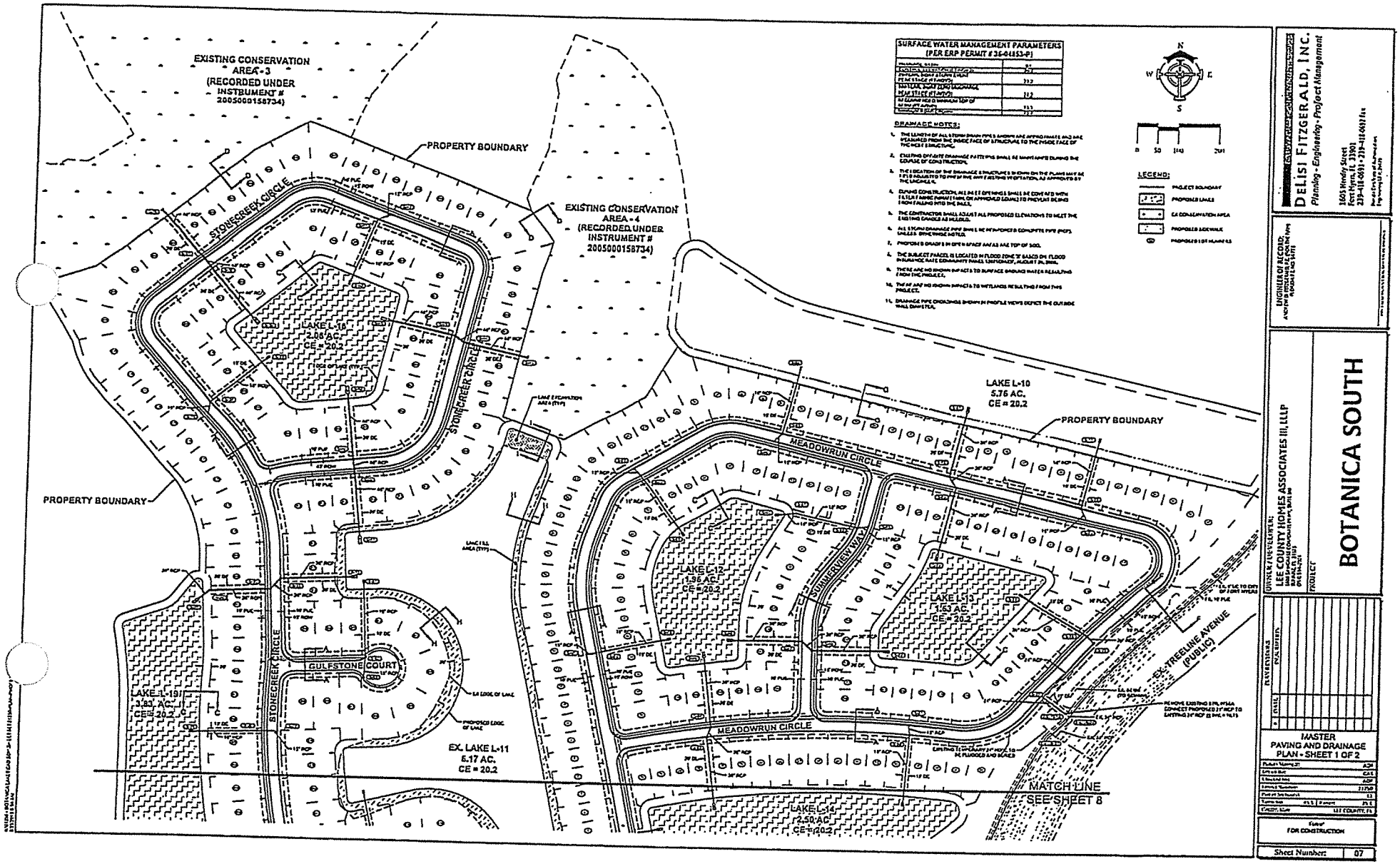
COVER SHEET

FOR CONSTRUCTION

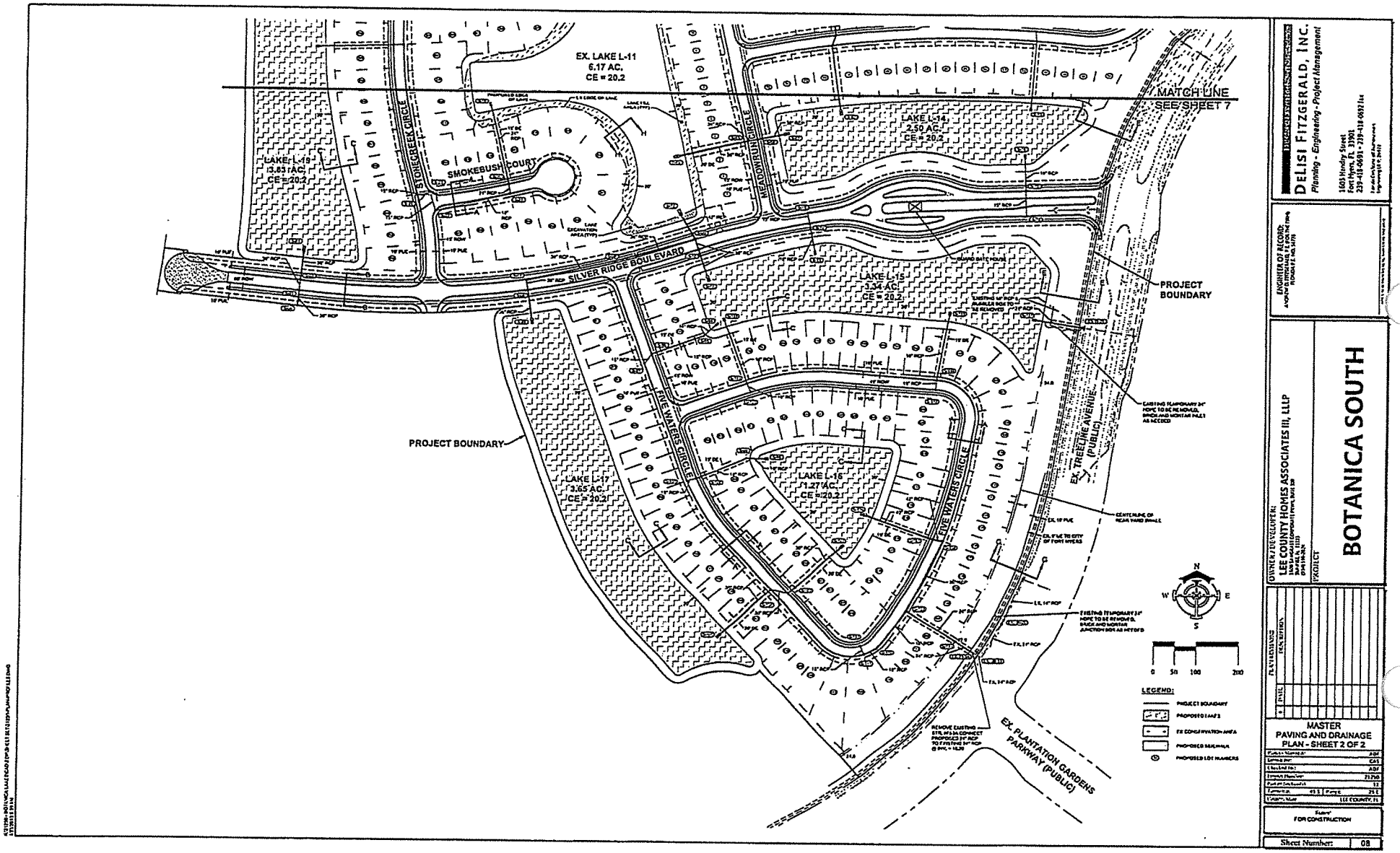
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Application No. 121214-4
Exhibit No. 2.0
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Application No. 121214-4
Exhibit No. 2.0
Page 2 of 26



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Page 3 of 26



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OWNER/DEVELOPER:
LEE COUNTY HOMES ASSOCIATES III, LLLP

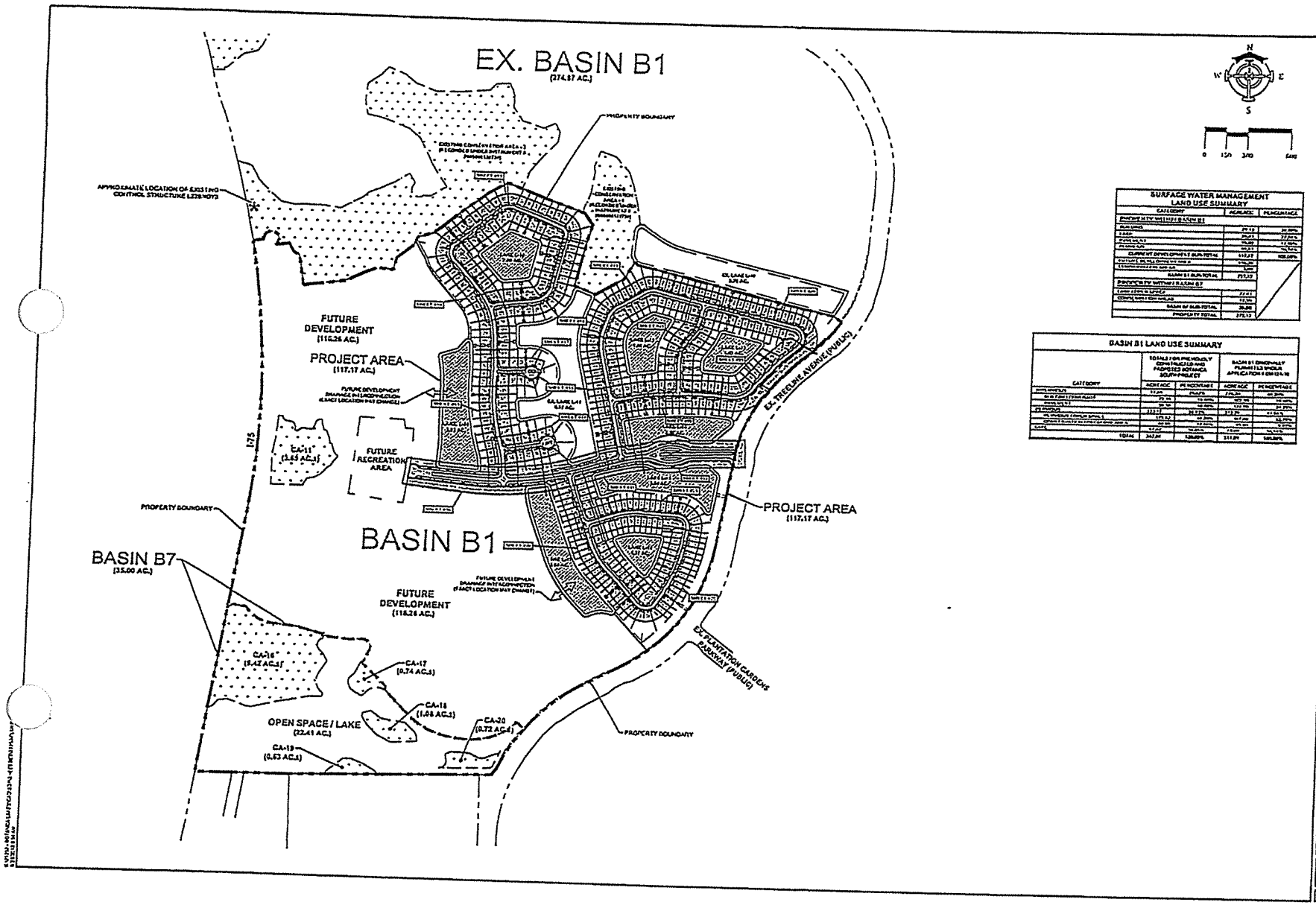
PROJECT
BOTANICA SOUTH

MASTER
PAVING AND DRAINAGE
PLAN - SHEET 2 OF 2

FOR CONSTRUCTION

Sheet Number: 08

Application No. 121214-4
Exhibit No. 2.0
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SURFACE WATER MANAGEMENT LAND USE SUMMARY

CATEGORY	ACREAGE	PERCENTAGE
ENCROACHMENT INTO EXISTING BASIN B1		
MAIN CANAL	77.13	20.39%
LAKES	29.61	7.83%
PUMP STATION	12.00	3.17%
RW MAIN CAN	10.23	2.71%
CURRENT DEVELOPMENT SUB-TOTAL	112.97	100.00%
EXISTING BASIN B1 DEVELOPED AREA	279.90	
EX MAINTENANCE ACCESS	1.00	
BASIN B1 SUB-TOTAL	393.13	
PROPOSED DEVELOPMENT WITHIN EXISTING BASIN B7		
LAKES WITHIN BASIN B7	27.41	
OTHER WATER BODIES	11.00	
BASIN B7 SUB-TOTAL	38.41	
PROPOSED TOTAL	272.13	

BASIN B1 LAND USE SUMMARY

CATEGORY	TOTALS FOR PREVIOUSLY CONSTRUCTED AND PROPOSED BOTANICA SOUTH PROJECT		BASIN B1 ORIGINALLY PERMITTED WHOLE APPLICATION # 080124	
	ACREAGE	PERCENTAGE	ACREAGE	PERCENTAGE
WATER MANAGEMENT	112.97	29.62%	279.90	71.20%
PRESERVES	75.18	19.71%	75.18	19.12%
EXISTING NATIVE	39.18	10.27%	39.18	9.96%
DEVELOPED	153.92	40.36%	0.00	0.00%
TOTAL	381.24	100.00%	393.13	100.00%

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ENGINEER OF RECORD
ANDREW BRZEZINSKI, P.E. No. 67844
REGISTERED IN THE STATE OF FLORIDA

OWNER / DEVELOPER:
LEE COUNTY HOMES ASSOCIATES III, LLLP

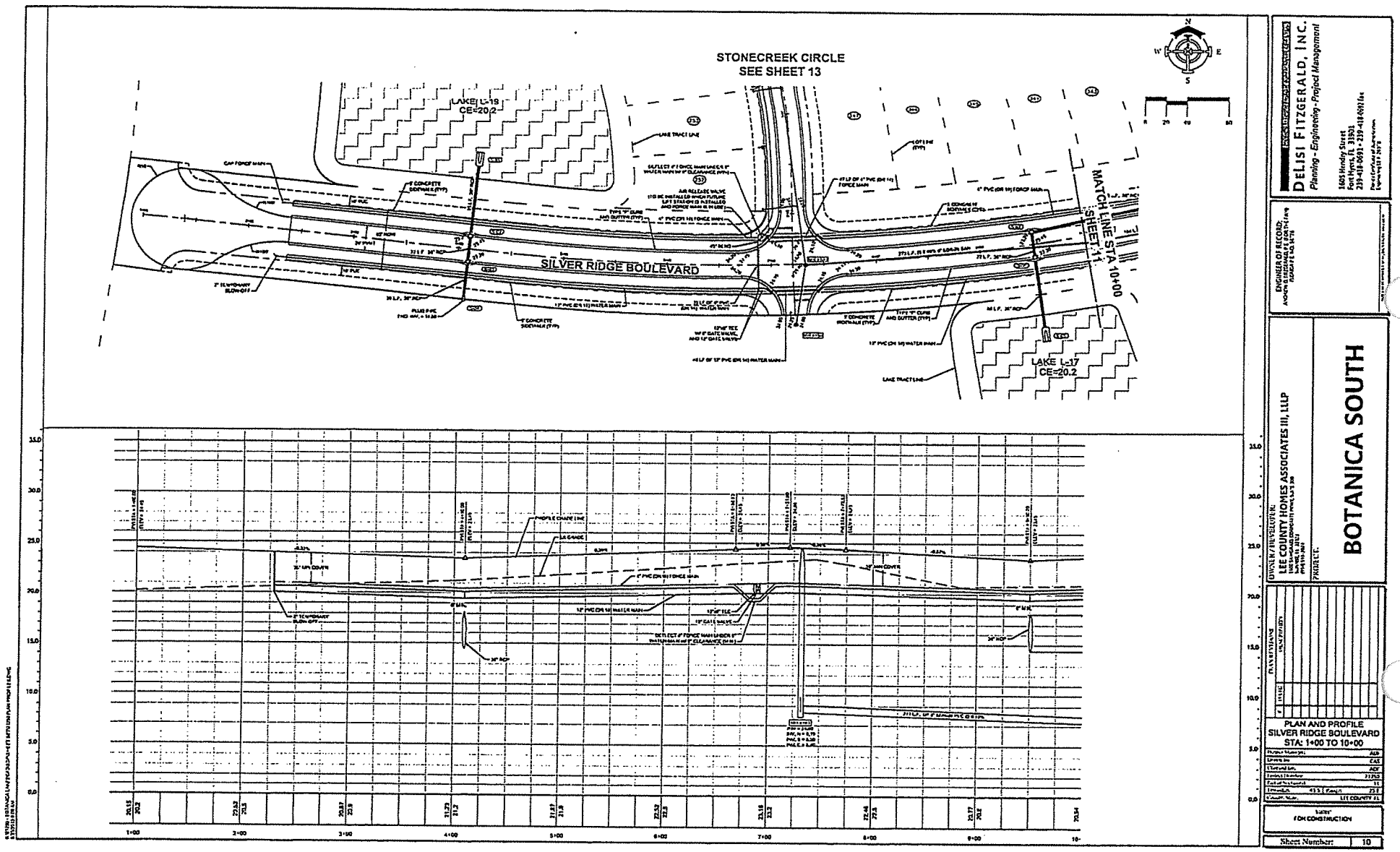
PROJECT:
BOTANICA SOUTH

PLAN AND PROFILE
KEY SHEET & SURFACE WATER MGMT. PLAN

ISSUE
FOR CONSTRUCTION

Sheet Number: 00

Application No. 121214-4
Exhibit No. 2.0
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DELISI FITZGERALD, INC.
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ENGINEER OF RECORD:

OWNER / DEVELOPER:
LEE COUNTY HOMES ASSOCIATES III, LLLP

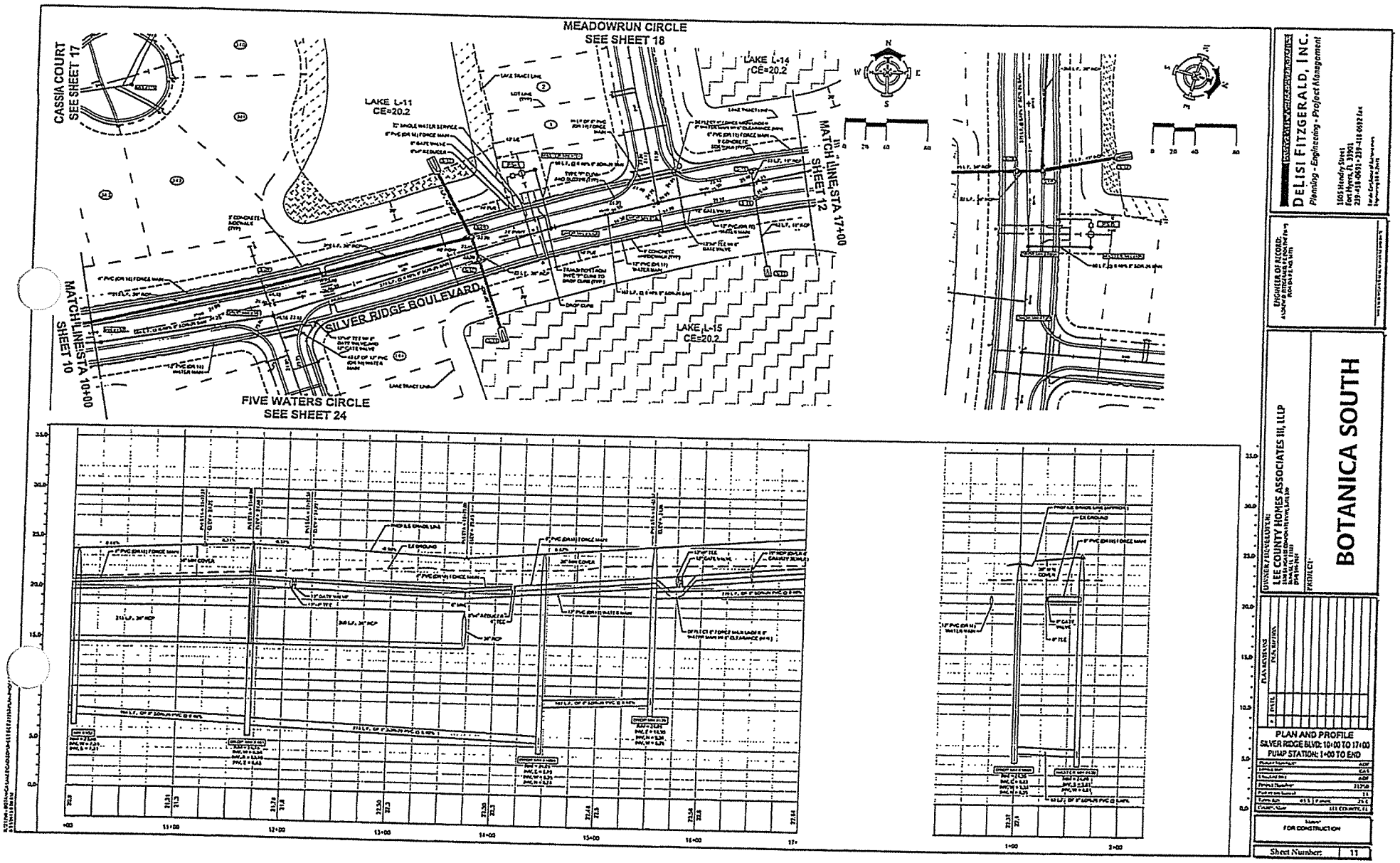
PROJECT:
BOTANICA SOUTH

PLAN AND PROFILE
SILVER RIDGE BOULEVARD
STA: 1+00 TO 10+00

FOR CONSTRUCTION

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PLAN AND PROFILE
HIDDEN OAKS DRIVE
STA: 17+00 TO 25+00

Sheet Number: 12

FOR CONSTRUCTION

PLAN REVISIONS

#	DATE	PLAN REVISION

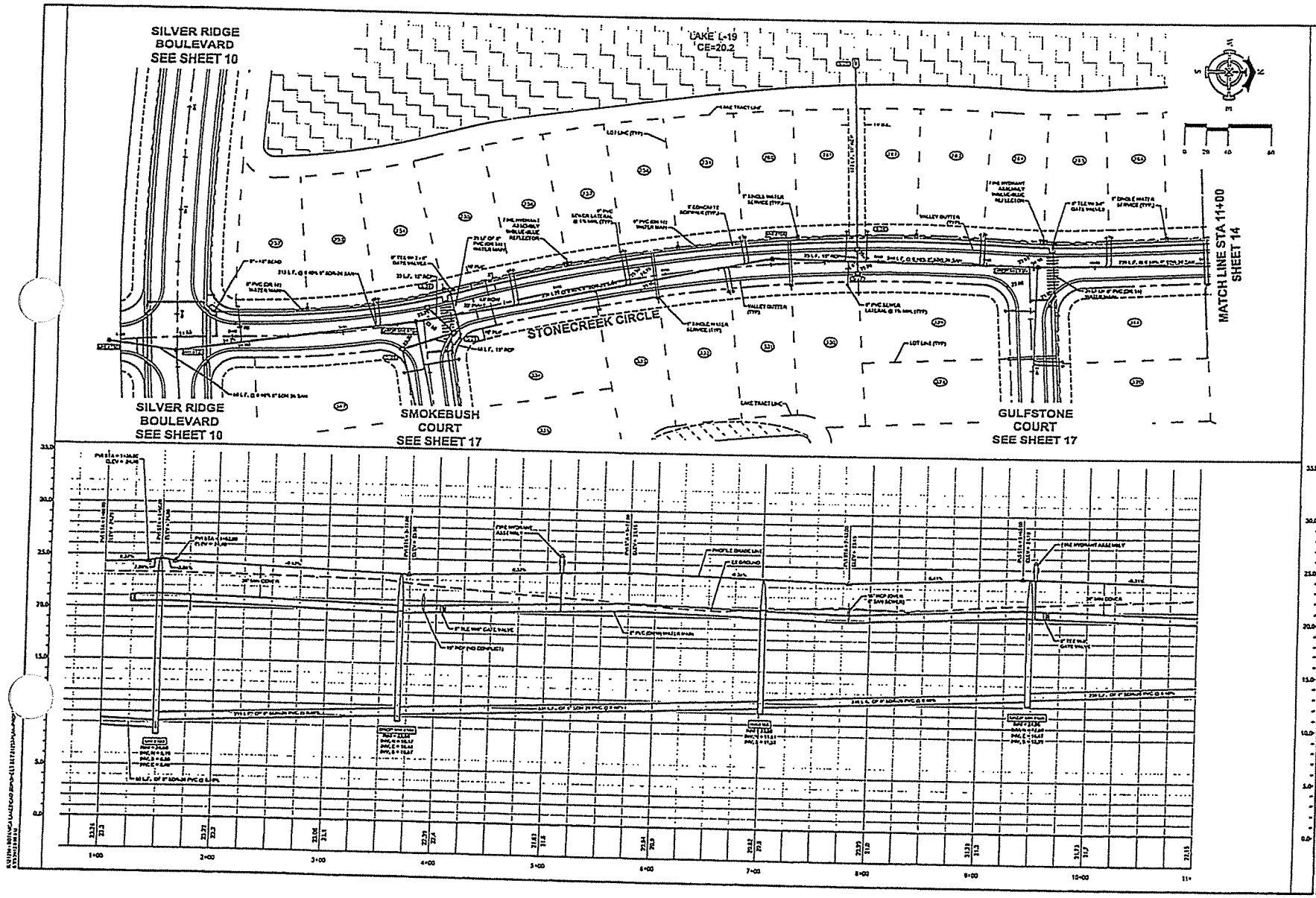
OWNER / DEVELOPER:
LEE COUNTY HOMES ASSOCIATES III, LLLP

PROJECT
BOTANICA SOUTH

ENGINEER OF RECORD:

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Application No. 121214-4
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ENGINEER OF RECORD:

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LEE COUNTY HOMES ASSOCIATES III, LLLP

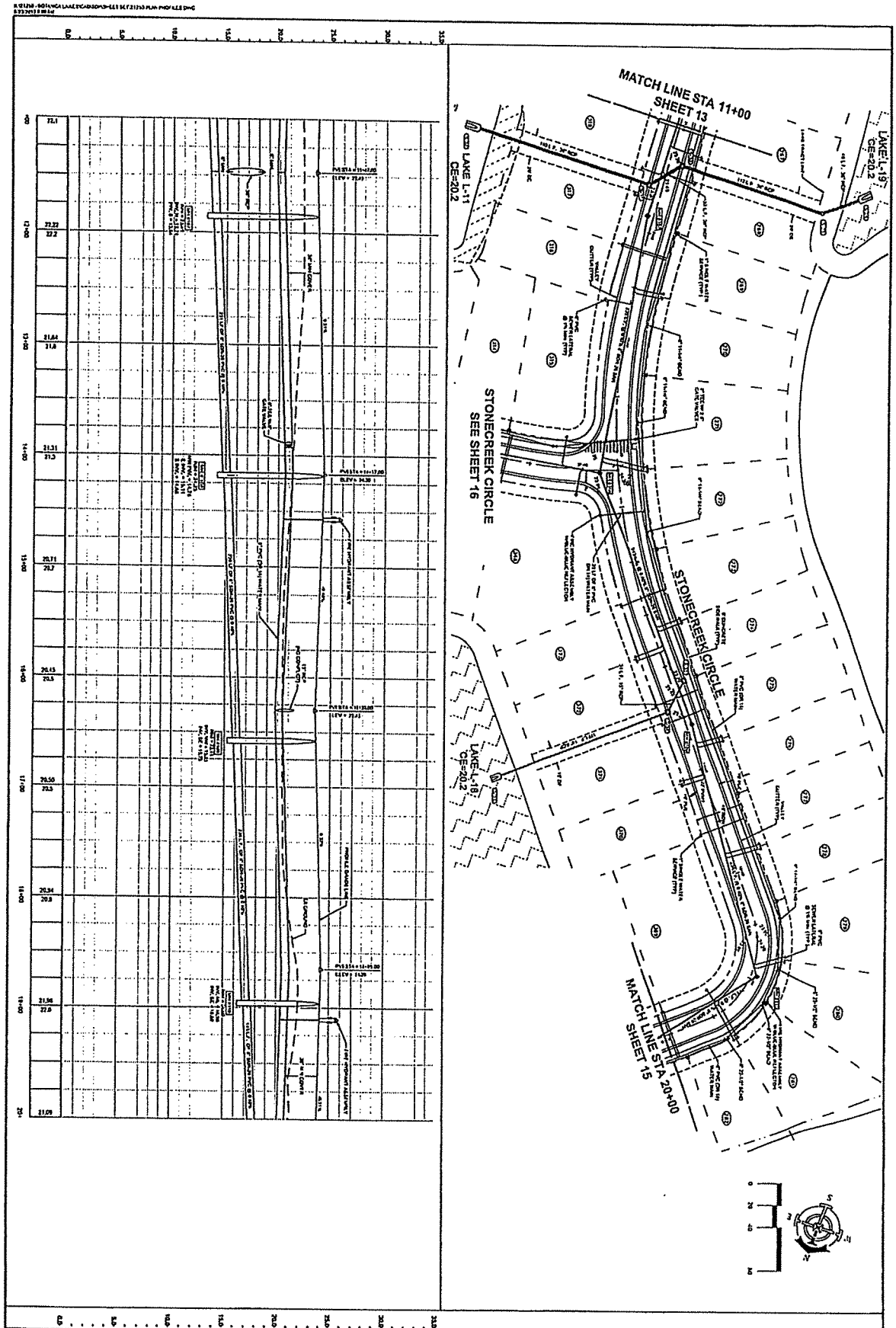
PROJECT:
BOTANICA SOUTH

PLAN AND PROFILE
STONECREEK CIRCLE
STA: 1+00 TO STA: 11+00

FOR CONSTRUCTION

Sheet Number: 13

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Sheet Number: 14

FOR CONSTRUCTION

PLAN AND PROFILE
STONECREEK CIRCLE
STA: 11+00 TO STA: 20+00

PLAN REVISIONS

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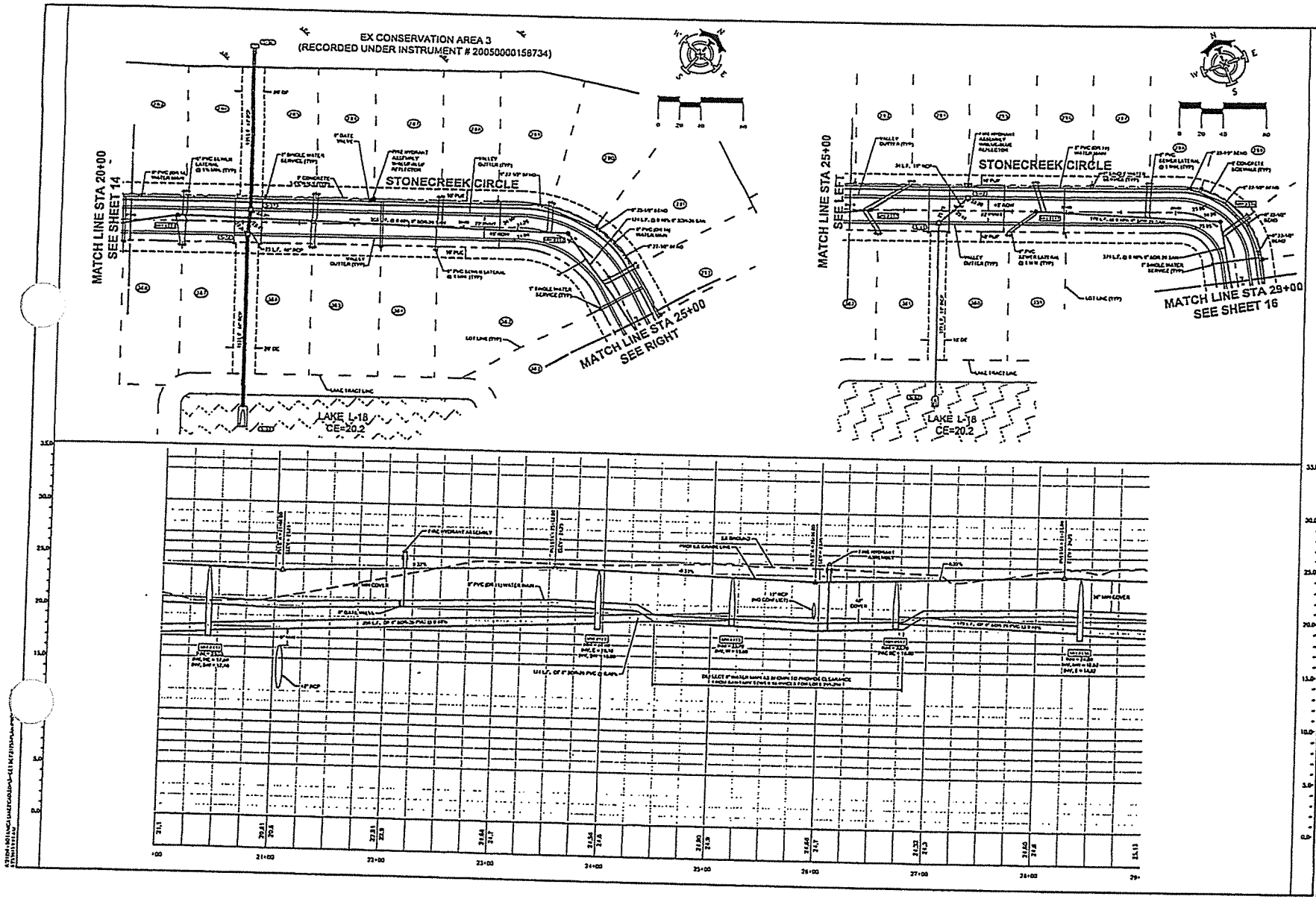
OWNER/DEVELOPER:
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PROJECT
BOTANICA SOUTH

ENGINEER OF RECORD:

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Application No. 121214-4
Exhibit No. 2.0
Page 10 of 26



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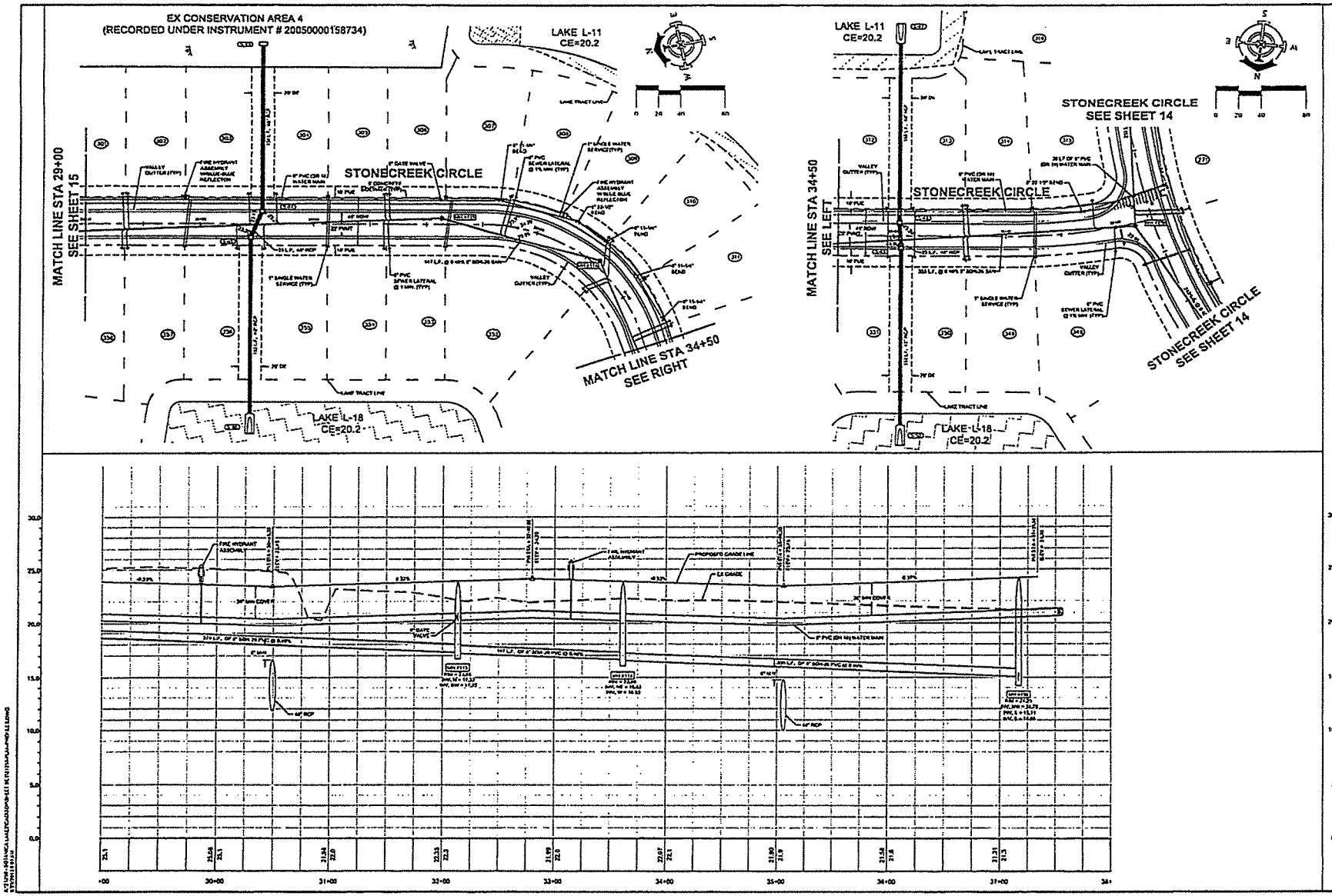
PROJECT:
BOTANICA SOUTH

PLAN AND PROFILE
STONECREEK CIRCLE
STA: 20+00 TO STA: 29+00

FOR CONSTRUCTION

Sheet Number: 15

Application No. 121214-4
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ENGINEER OF RECORD:

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PROJECT:
BOTANICA SOUTH

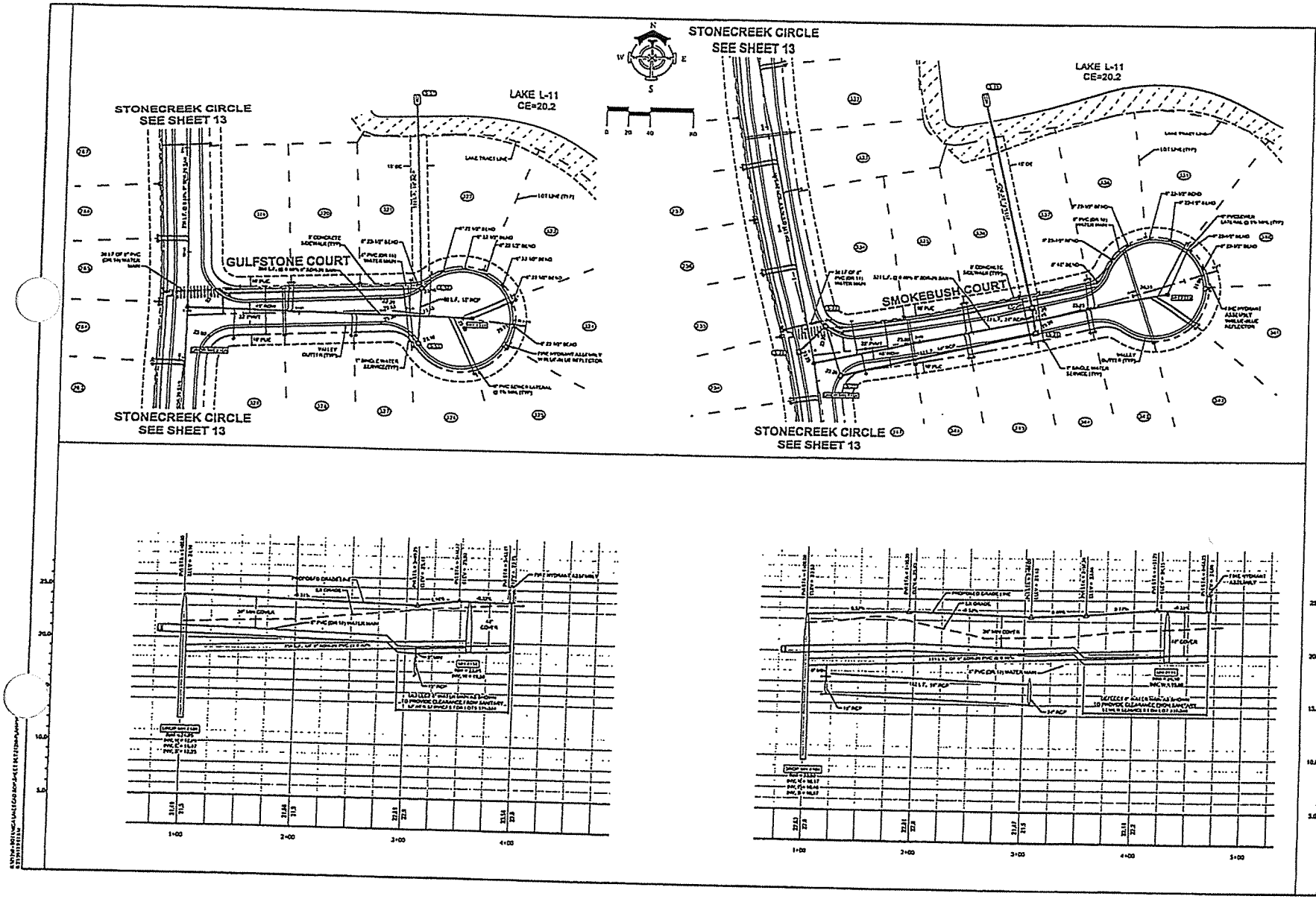
PLAN AND PROFILE
STONECREEK CIRCLE
STA: 29+00 TO STA: 37+33.35

Project Manager	ADF
Designed by	CAS
Checked by	ADF
Project Number	21710
Plot Scale Horizontal	1:1
Plot Scale Vertical	1:1
Plot Date	4/1/21
County, State	LEE COUNTY, FL

ISSUE
FOR CONSTRUCTION

Sheet Number: 15

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DELISI FITZGERALD, INC.
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1605 Hendry Street
Fort Myers, FL 33901
239-418-0691 • 239-418-0692 fax

OWNER/DEVELOPER:
LEE COUNTY HOMES ASSOCIATES III, LLLP

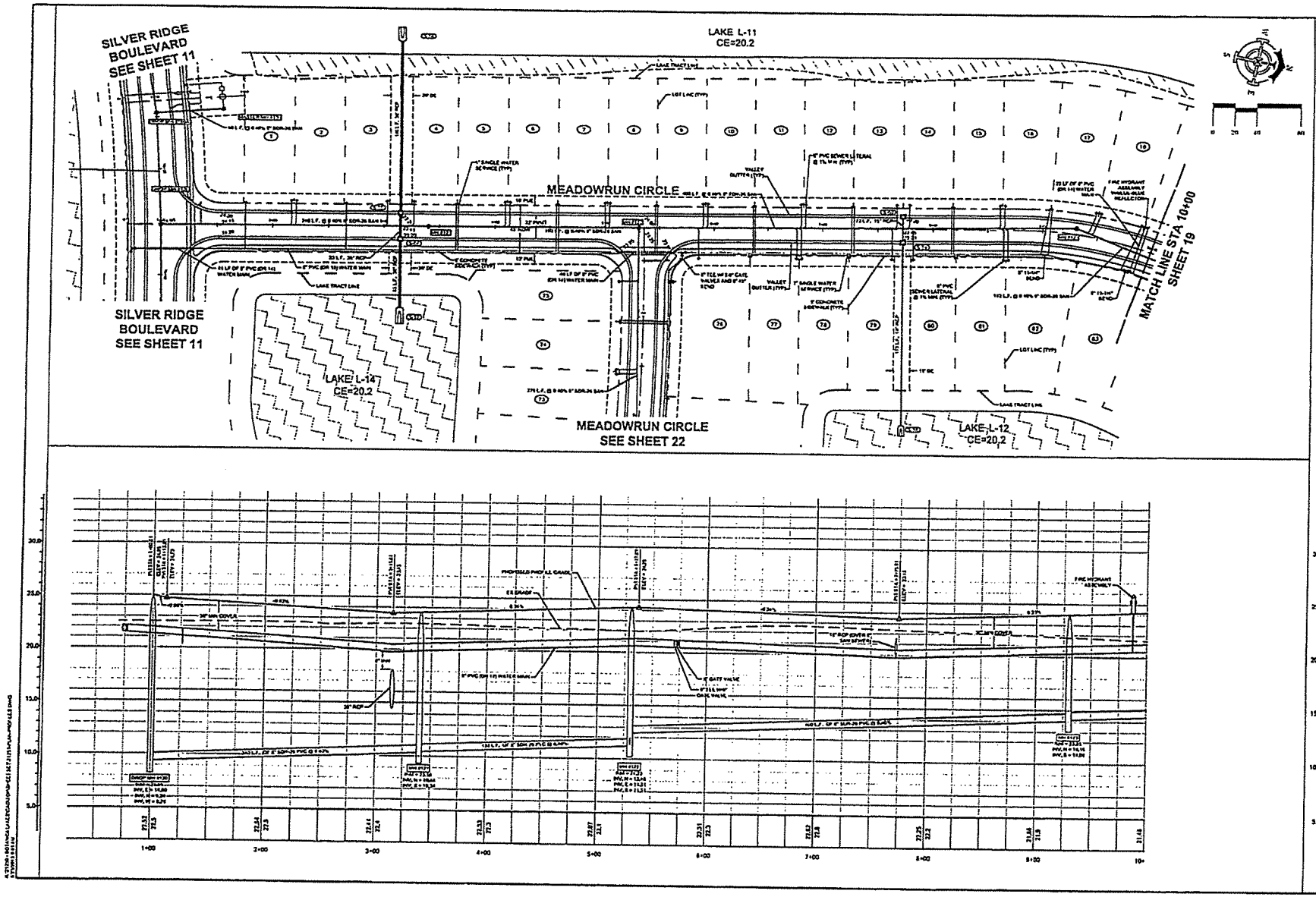
PROJECT
BOTANICA SOUTH

PLAN AND PROFILE
GULFSTONE COURT AND
SMOKEBUSH COURT

FOR CONSTRUCTION

Sheet Number: 17

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Exhibit No. 2.0
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DELISI FITZGERALD, INC.
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Fort Myers, FL 33901
239-418-0691 • 239-418-0692 fax

ENGINEER OF RECORD:

OWNER/DEVELOPER:
LEE COUNTY HOMES ASSOCIATES III, LLLP

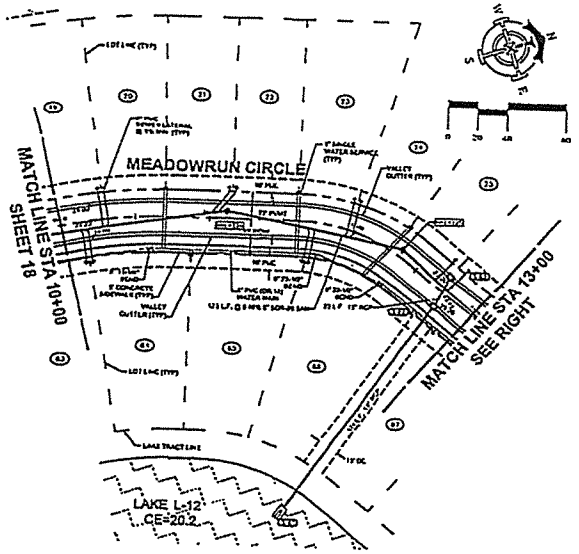
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BOTANICA SOUTH

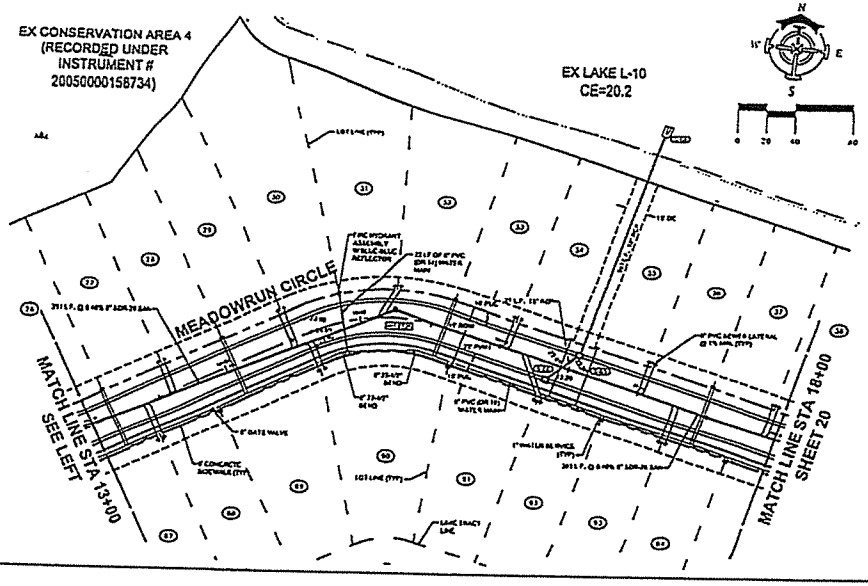
PLAN AND PROFILE
MEADOWRUN CIRCLE
STA: 1+00 TO 10+00

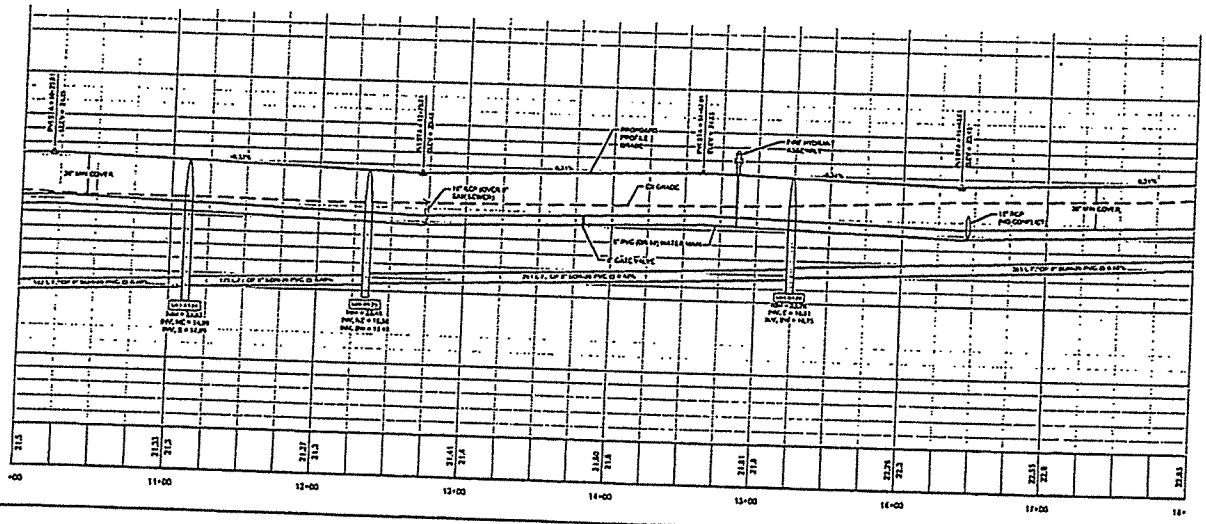
FOR CONSTRUCTION

Sheet Number: 18

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DELISI FITZGERALD, INC.
Planning - Engineering - Project Management
1605 Hendry Street
Fort Myers, FL 33901
239-418-0691 - 239-418-0691 fax

HIGHER RD RECORD:

OWNER/DEVELOPER:
LEE COUNTY HOMES ASSOCIATES III, LLLP

PROJECT:
BOTANICA SOUTH

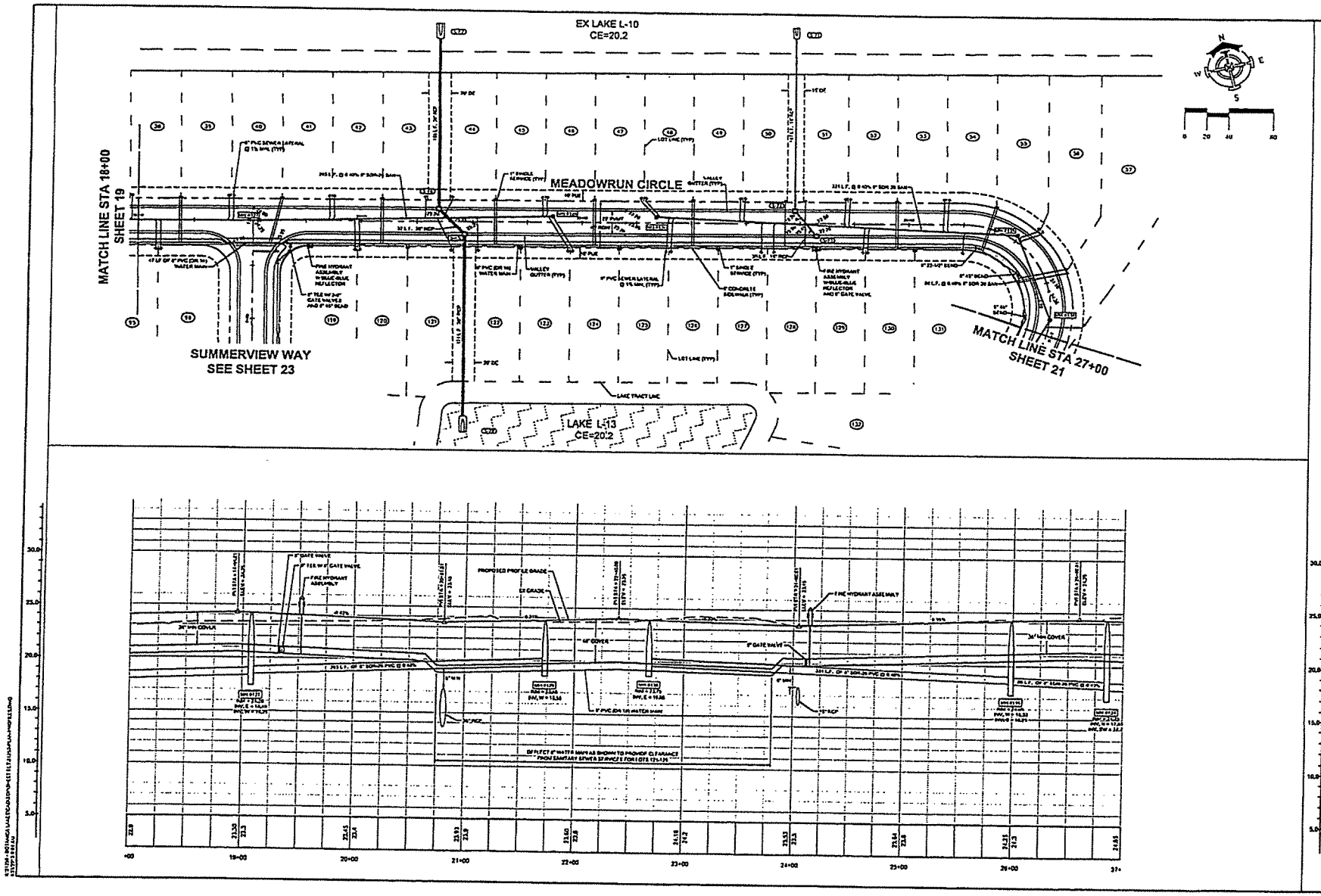
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PLAN AND PROFILE
MEADOWRUN CIRCLE
STA: 10+00 TO 18+00

FOR CONSTRUCTION

Sheet Number 19

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ENGINEER OF RECORD:

OWNER / DEVELOPER:
LEE COUNTY HOMES ASSOCIATES III, LLLP

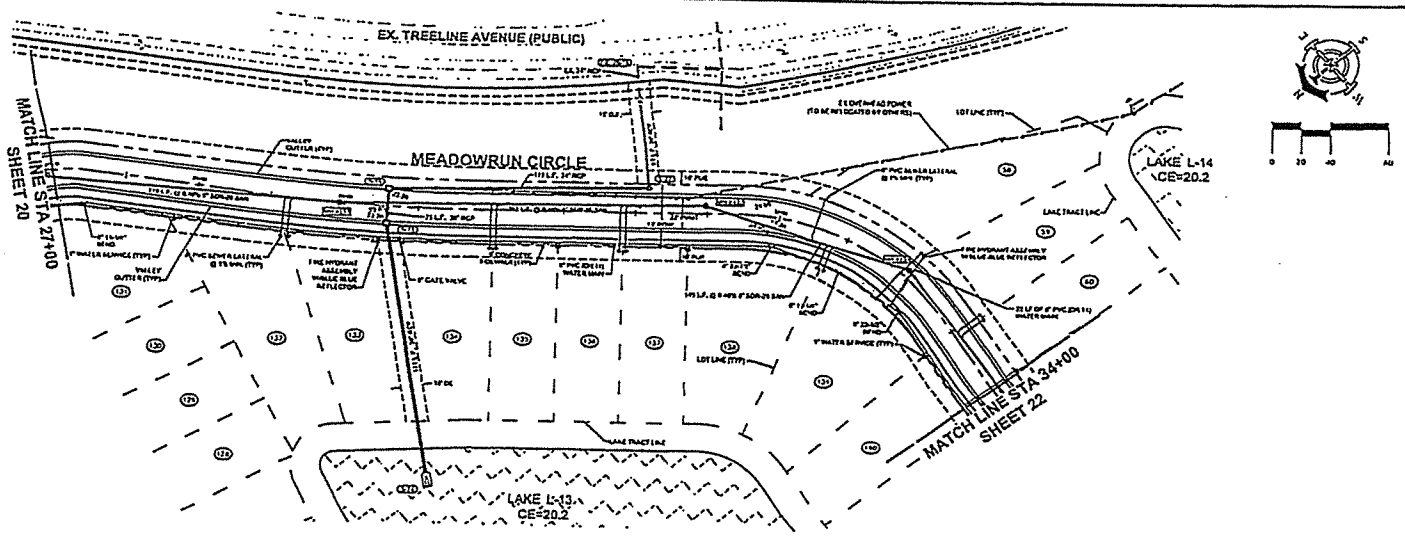
PROJECT
BOTANICA SOUTH

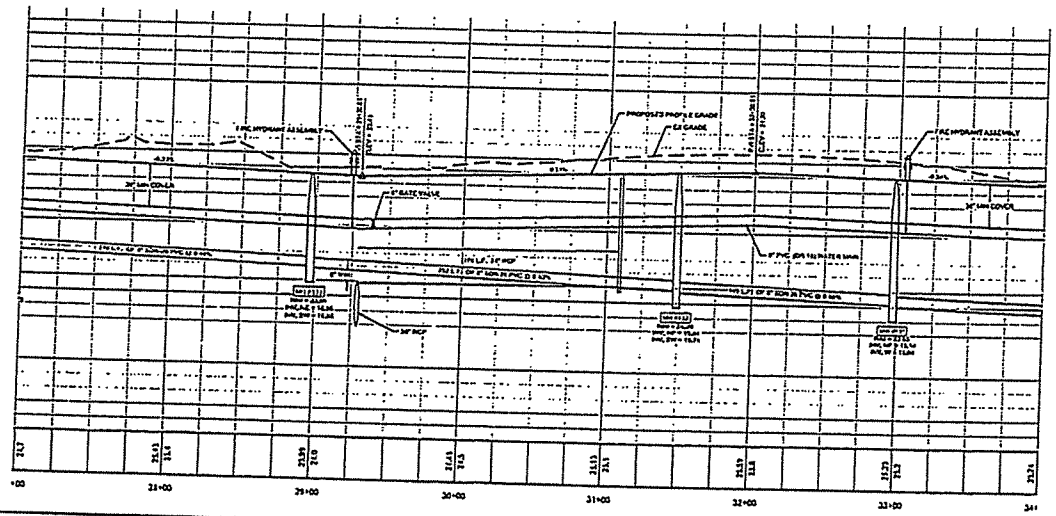
PLAN AND PROFILE
MEADOWRUN CIRCLE
STA: 18+00 TO 27+00

FOR CONSTRUCTION

Sheet Number: 20

Application No. 121214-4
Exhibit No. 2.0
Page 16 of 467





DELISI FITZGERALD, INC.
Planning • Engineering • Project Management
1605 Hendry Street
Fort Myers, FL 33901
239-418-0691 • 239-418-0692 fax

ENGINEER OF RECORD:

OWNER/DEVELOPER:
LEE COUNTY HOMES ASSOCIATES III, LLLP

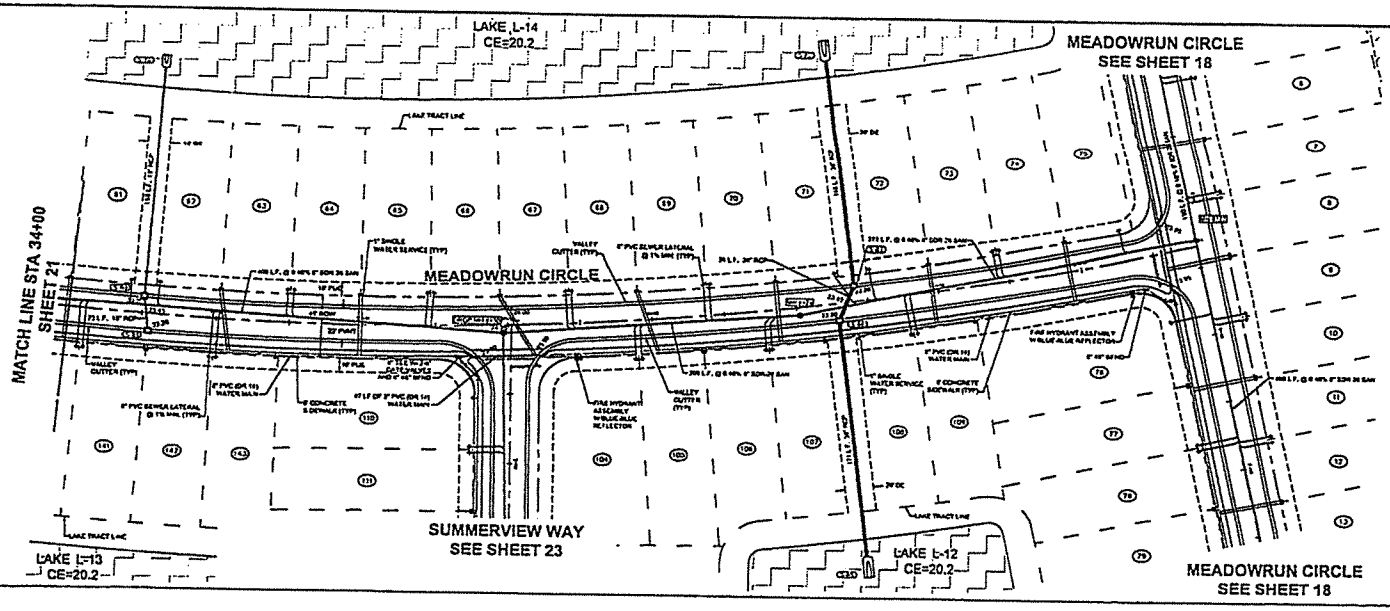
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BOTANICA SOUTH

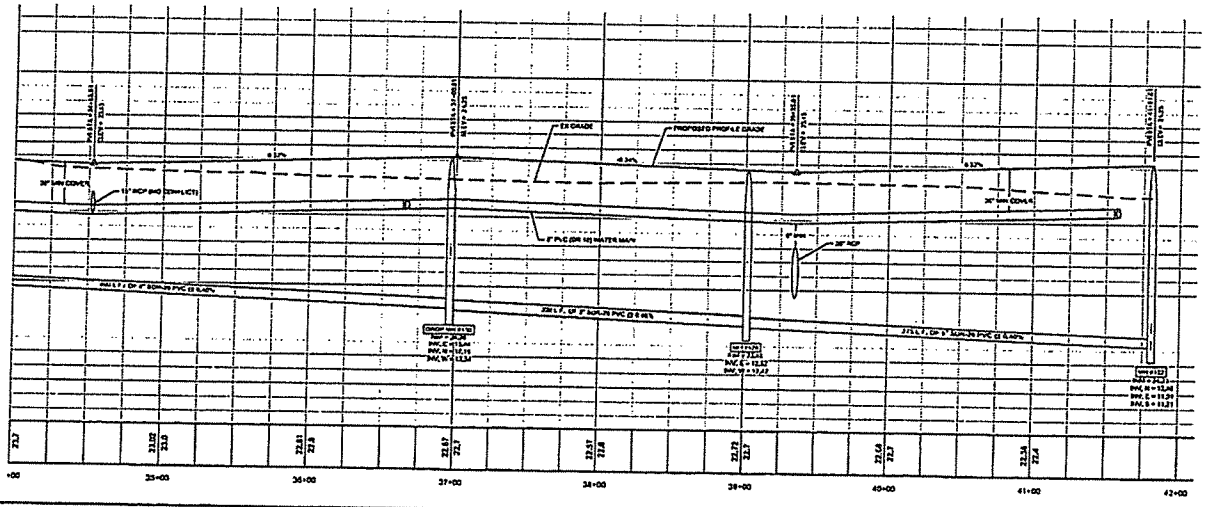
PLAN AND PROFILE
MEADOWRUN CIRCLE
STA: 27+00 TO 34+00

FOR CONSTRUCTION

Sheet Number 21

Application No. 121214-4
Exhibit No. 2.0
Page 17 of 26





DELISI FITZGERALD, INC.
Planning - Engineering - Project Management
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Fort Myers, FL 33901
239-418-0691 - 239-418-0697 fax

ENGINEER OF RECORD

OWNER/DEVELOPER:
LEE COUNTY HOMES ASSOCIATES III, LLLP

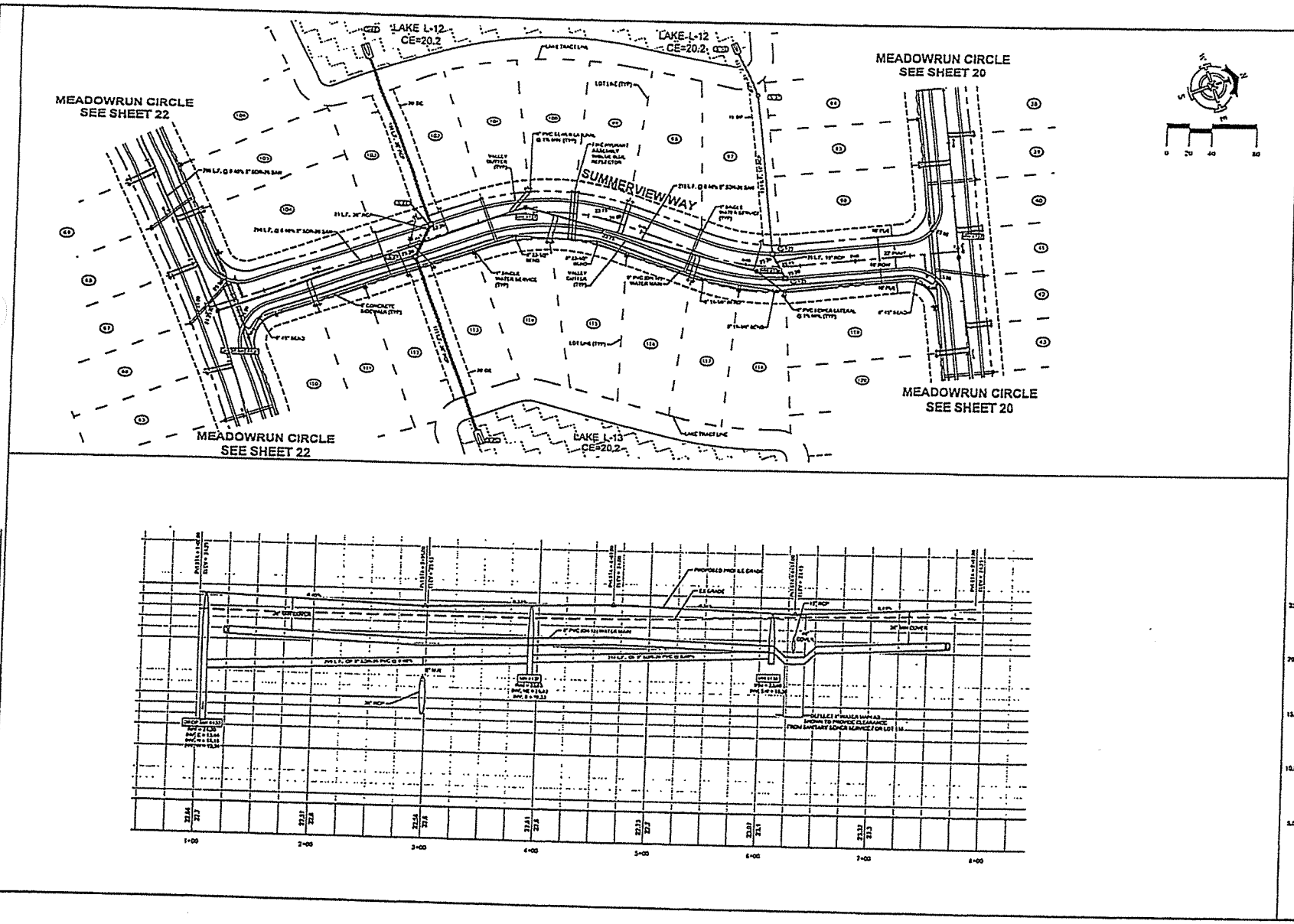
PROJECT:
BOTANICA SOUTH

PLAN AND PROFILE
MEADOWRUN CIRCLE
STA: 34+00 TO 41+80.61

ISSUE
FOR CONSTRUCTION

Sheet Number: 22

Application No. 121214-4
Exhibit No. 2.0
Page 18 of 26



DELISI FITZGERALD, INC.
Planning - Engineering - Project Management

OWNER / DEVELOPER:
LEE COUNTY HOMES ASSOCIATES III, LLLP

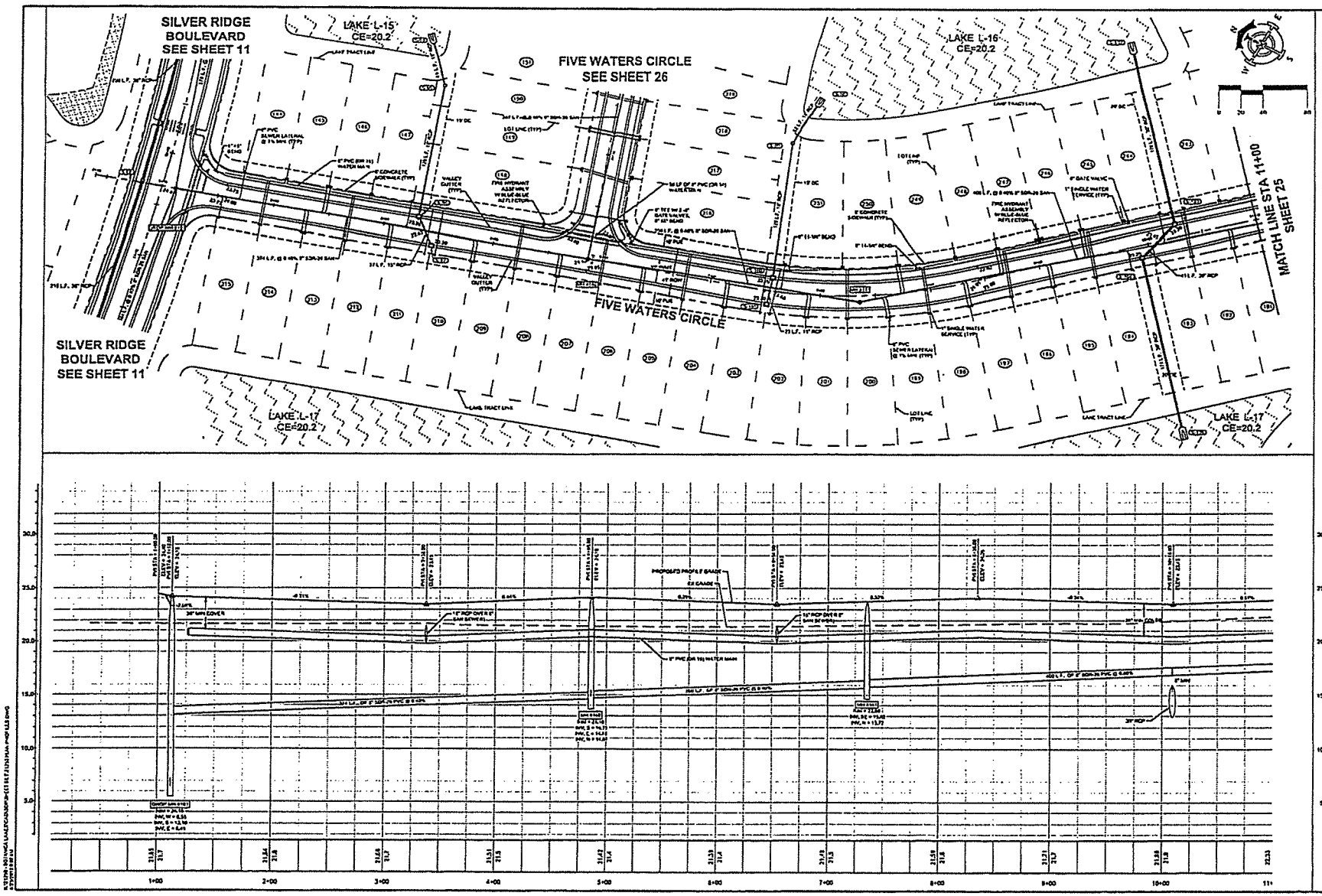
PROJECT
BOTANICA SOUTH

PLAN AND PROFILE
SUMMERVIEW WAY

ISSUE FOR CONSTRUCTION

Sheet Number: 23

Application No. 121214-4
Exhibit No. 2.0
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DeLisi Fitzgerald, Inc.
Planning - Engineering - Project Management
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Fort Myers, FL 33901
239-418-0691 - 239-418-0697 fax

ENGINEER OF RECORD:

OWNER / DEVELOPER:
LEE COUNTY HOMES ASSOCIATES III, LLLP

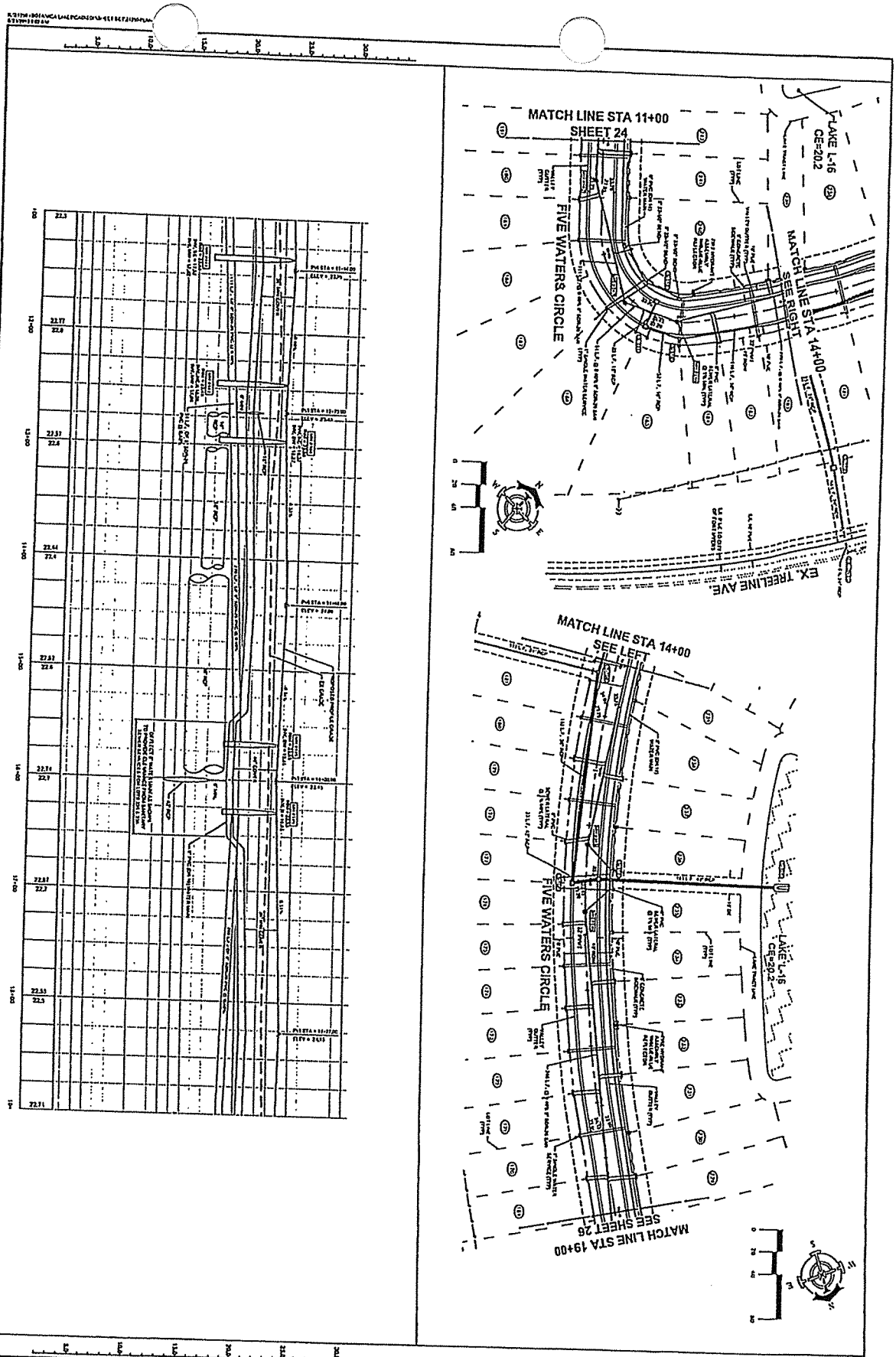
PROJECT
BOTANICA SOUTH

PLAN AND PROFILE
FIVE WATERS CIRCLE
STA: 1+00 TO 11+00

FOR CONSTRUCTION

Sheet Number: 24

Application No. 121214-4
Exhibit No. 2.0
Page 20 of 26



PLAN AND PROFILE
FIVE WATERS CIRCLE
STA: 11+00 TO 19+00

Sheet Number: 25

PLAN REVISIONS

#	DATE	DESCRIPTION

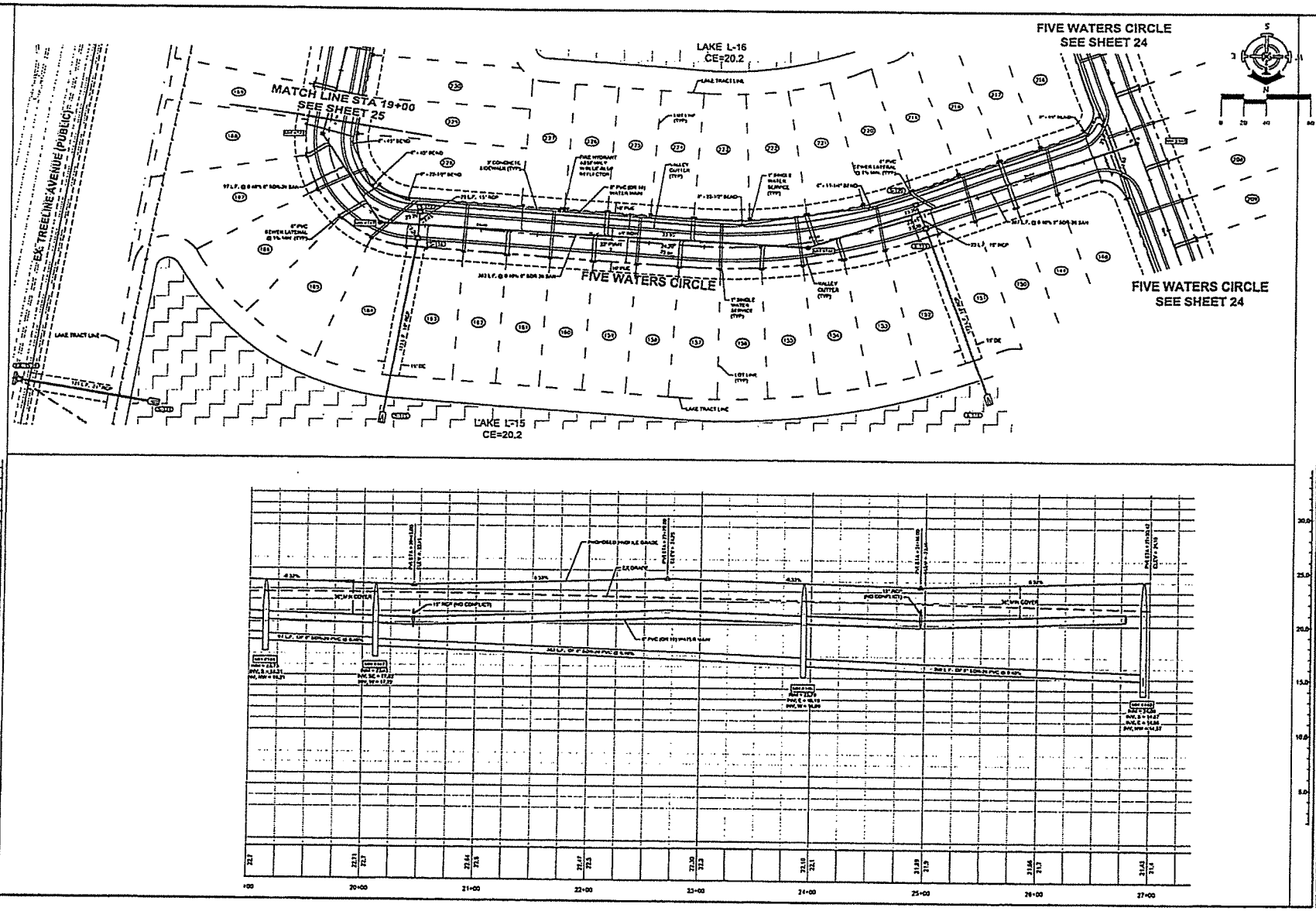
OWNER / DEVELOPER:
LEE COUNTY HOMES ASSOCIATES III, LLLP

PROJECT:
BOTANICA SOUTH

ENGINEER OF RECORD:

DELISI FITZGERALD, INC.
Planning - Engineering - Project Management
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Fort Myers, FL 33901
239-418-0691 - 239-418-0692 fax

Application No. 121214-4
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DELISI FITZGERALD, INC.
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Fort Myers, FL 33901
239-418-0691 • 239-418-0692 fax

ENGINEER OF RECORD:
ANDREW D. PEMBERTON, P.E.
FLORIDA P.E. NO. 54771

OWNER/DEVELOPER:
LEE COUNTY HOMES ASSOCIATES III, LLLP

PROJECT
BOTANICA SOUTH

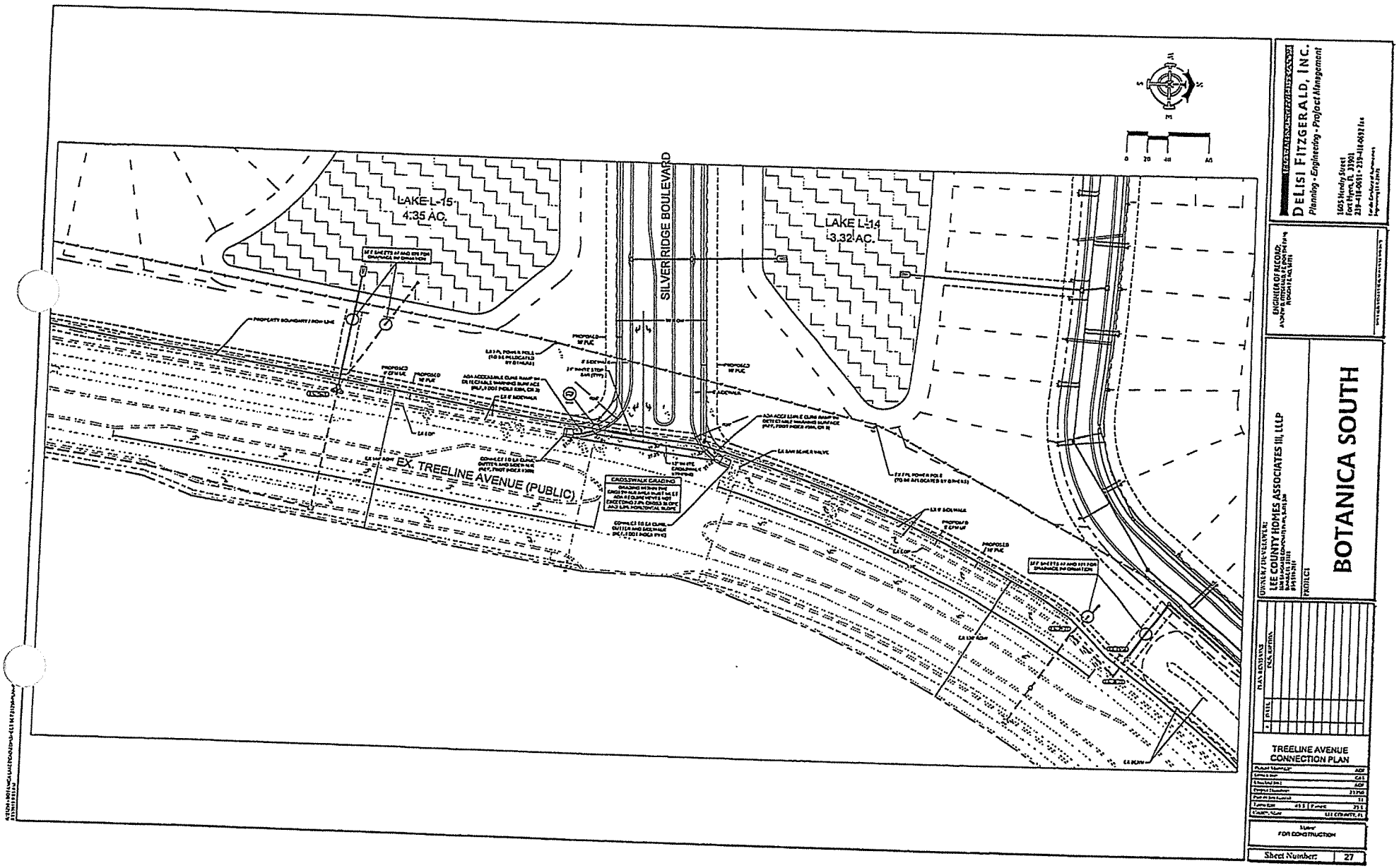
PLAN REVISIONS
NO. | DATE | DESCRIPTION

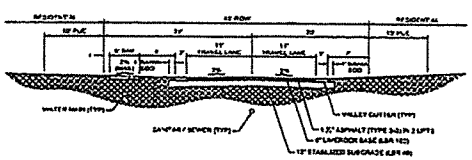
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FIVE WATERS CIRCLE
STA: 19+00 TO 27+00.20

Status
FOR CONSTRUCTION

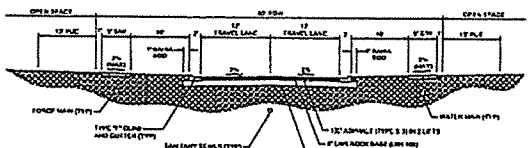
Sheet Number: 26

Application No. 121214-4
Exhibit No. 2.0
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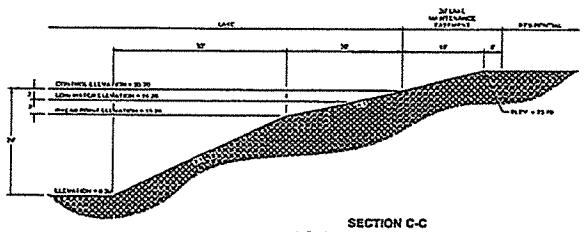

LAKE L-15
4.35 AC.
SILVER RIDGE BOULEVARD
LAKE L-14
3.32 AC.
EX. TREELINE AVENUE (PUBLIC)
CROSSWALK CAUTION
PROPERTY BOUNDARY / ROW LINE
PROPOSED 16' PUE
PROPOSED 5' SIDEWALK
PROPOSED 7' BOH PUE
PROPOSED 7' SOH PUE
PROPOSED 8" SANITARY SEWER
PROPOSED 12" WATER MAIN
PROPOSED 8" WATER MAIN
PROPOSED 6" WATER MAIN
PROPOSED 4" WATER MAIN
PROPOSED 2" WATER MAIN
PROPOSED 1" WATER MAIN
PROPOSED 8" GRAVITY MAIN
PROPOSED 6" FORCE MAIN
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PROPOSED 1" FORCE MAIN
PROPOSED 8" RECLAIMED WATER MAIN
PROPOSED 6" RECLAIMED WATER MAIN
PROPOSED 4" RECLAIMED WATER MAIN
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PROPOSED 8" CABLE TV
PROPOSED 6" CABLE TV
PROPOSED 4" CABLE TV
PROPOSED 2" CABLE TV
PROPOSED 1" CABLE TV
PROPOSED 8" TELEPHONE
PROPOSED 6" TELEPHONE
PROPOSED 4" TELEPHONE
PROPOSED 2" TELEPHONE
PROPOSED 1" TELEPHONE
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PROPOSED 6" ELECTRIC
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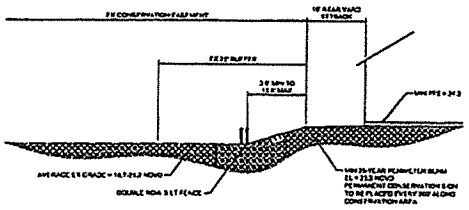
SECTION A-A
45' ROW



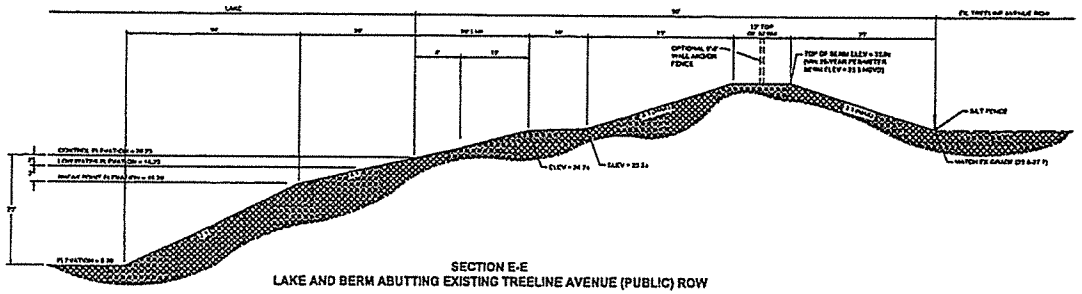
SECTION B-B
60' ROW



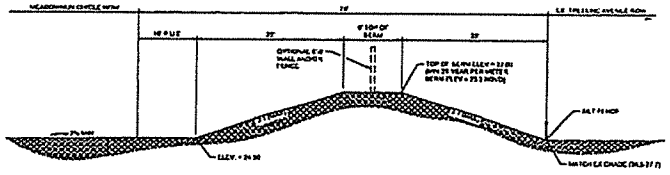
SECTION C-C
RESIDENTIAL ABUTTING LAKE



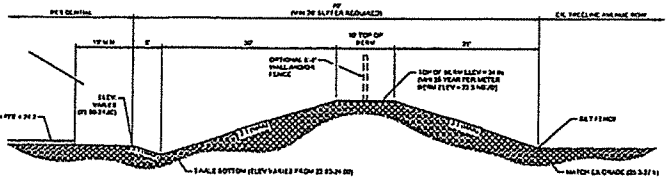
SECTION D-D
RESIDENTIAL ABUTTING EXISTING CONSERVATION AREA



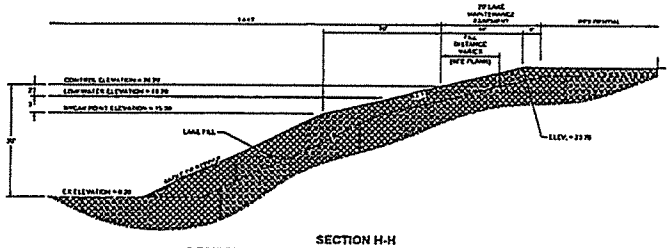
SECTION E-E
LAKE AND BERM ABUTTING EXISTING TREELINE AVENUE (PUBLIC) ROW



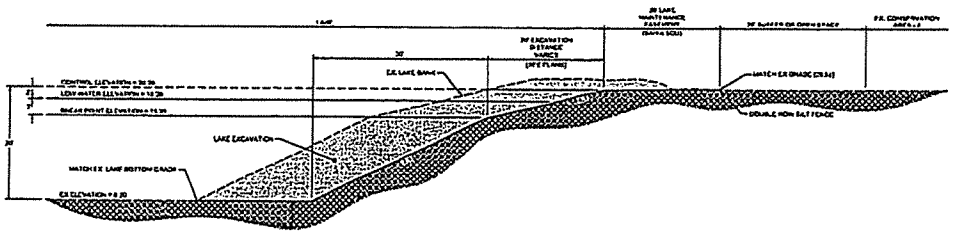
SECTION F-F
MEADOWRUN CIRCLE ROW ABUTTING EXISTING TREELINE AVENUE ROW



SECTION G-G
RESIDENTIAL ABUTTING EXISTING TREELINE AVENUE ROW



SECTION H-H
RESIDENTIAL ABUTTING EXISTING LAKE TO BE FILLED



SECTION I-I
CONSERVATION AREA - 4 ABUTTING EXISTING LAKE TO BE EXCAVATED

DeLisi Fitzgerald, Inc.
Planning - Engineering - Project Management
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Fort Myers, FL 33901
239-418-0691 • 239-418-0693 fax

ENGINEER OF RECORD:

OWNER/DEVELOPER:
LEE COUNTY HOMES ASSOCIATES III, LLLP

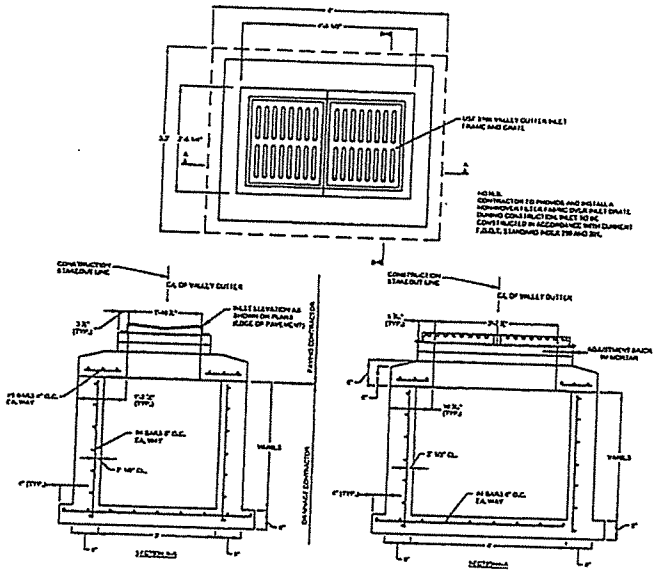
PROJECT:
BOTANICA SOUTH

TYPICAL SECTIONS

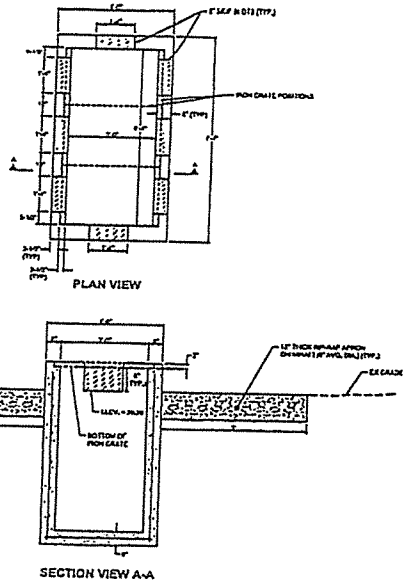
Designed by	ADH
Drawn by	CAD
Checked by	ADH
Date	7/17/13
Scale	1" = 10'
Job No.	453
County	LEE COUNTY, FL

STATUS
FOR CONSTRUCTION

Sheet Number: 28



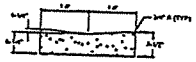
VALLEY GUTTER INLET



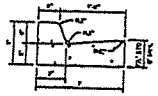
PLAN VIEW

SECTION VIEW A-A

MODIFIED TYPE "H" GRATE INLET WITH SIDE SLOTS



2' VALLEY GUTTER DETAIL



TYPE "F" CURB DETAIL

DELISI FITZGERALD, INC.
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ENGINEER OF RECORD:

OWNER / DEVELOPER:
LEE COUNTY HOMES ASSOCIATES III, LLLP

PROJECT
BOTANICA SOUTH

PLAN REVISIONS
DATE | DESCRIPTION

PAVING AND DRAINAGE DETAILS

Status
FOR CONSTRUCTION

Sheet Number 29

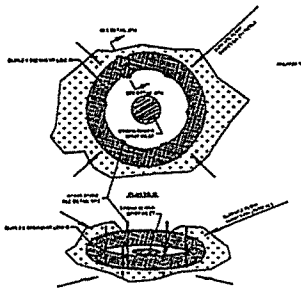
Application No. 121214-4
Exhibit No. 2.0
Page 25 of 467

SURFACE WATER POLLUTION PREVENTION NOTES:

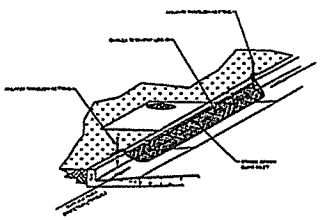
1. THE BEST MANAGEMENT PRACTICES FOR SOIL EROSION CONTROL THEY MAY NOT SATISFY ALL REQUIREMENTS FOR COMPLIANCE WITH REGULATORY AGENCIES AND MAY REQUIRE FIELD MODIFICATIONS.
2. PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITY APPROPRIATE EROSION CONTROL DEVICES SHALL BE INSTALLED TO CONTROL AND REDUCE SOIL EROSION AND SEDIMENT TRANSPORT TO OFF SITE AREAS. THE CONTRACTOR SHALL MAINTAIN THESE DEVICES THROUGHOUT THE DURATION OF CONSTRUCTION. ALL DEVICES SHALL BE MAINTAINED UNTIL PERMANENT SOIL EROSION CONTROL IS ESTABLISHED.
3. AREAS LOCATED ADJACENT TO UNDEVELOPED AREAS SHALL BE STABILIZED WITH SOD IMMEDIATELY UPON REACHING FINAL GRADE.
4. THE CONTRACTOR SHALL IMPLEMENT THE PLAN AS MAY BE REQUIRED TO CONTROL AND REDUCE SOIL EROSION BASED ON THE CONTRACTOR'S MEANS, METHODS AND TECHNIQUE OF CONSTRUCTION. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR ANY ADDITIONAL MEASURES THAT ENGINEER OF RECORD, DEVELOPMENT SERVICE DIVISION OR LEE COUNTY DEVELOPMENT SERVICE DIVISION MAY REQUIRE PRIOR TO THE START OF CONSTRUCTION.
5. DURING CONSTRUCTION, ALL INLET OPENINGS SHALL BE COVERED WITH FILTER FABRIC (MINIMUM WEIGHT OF 4 OUNCES) TO PREVENT DEBRIS FROM ENTERING THE INLET.

LEGEND:

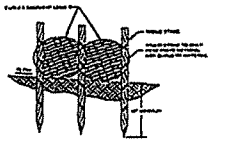
- PROJECT BOUNDARY
- STAKED SILT FENCE
- INLET PROTECTION



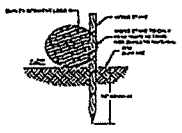
CURLEX SEDIMENT LOGS @ DROP INLET PROTECTION



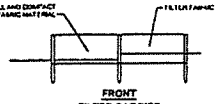
CURLEX SEDIMENT LOGS @ CURLEX INLET PROTECTION



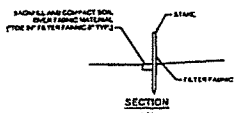
STAKE DETAIL



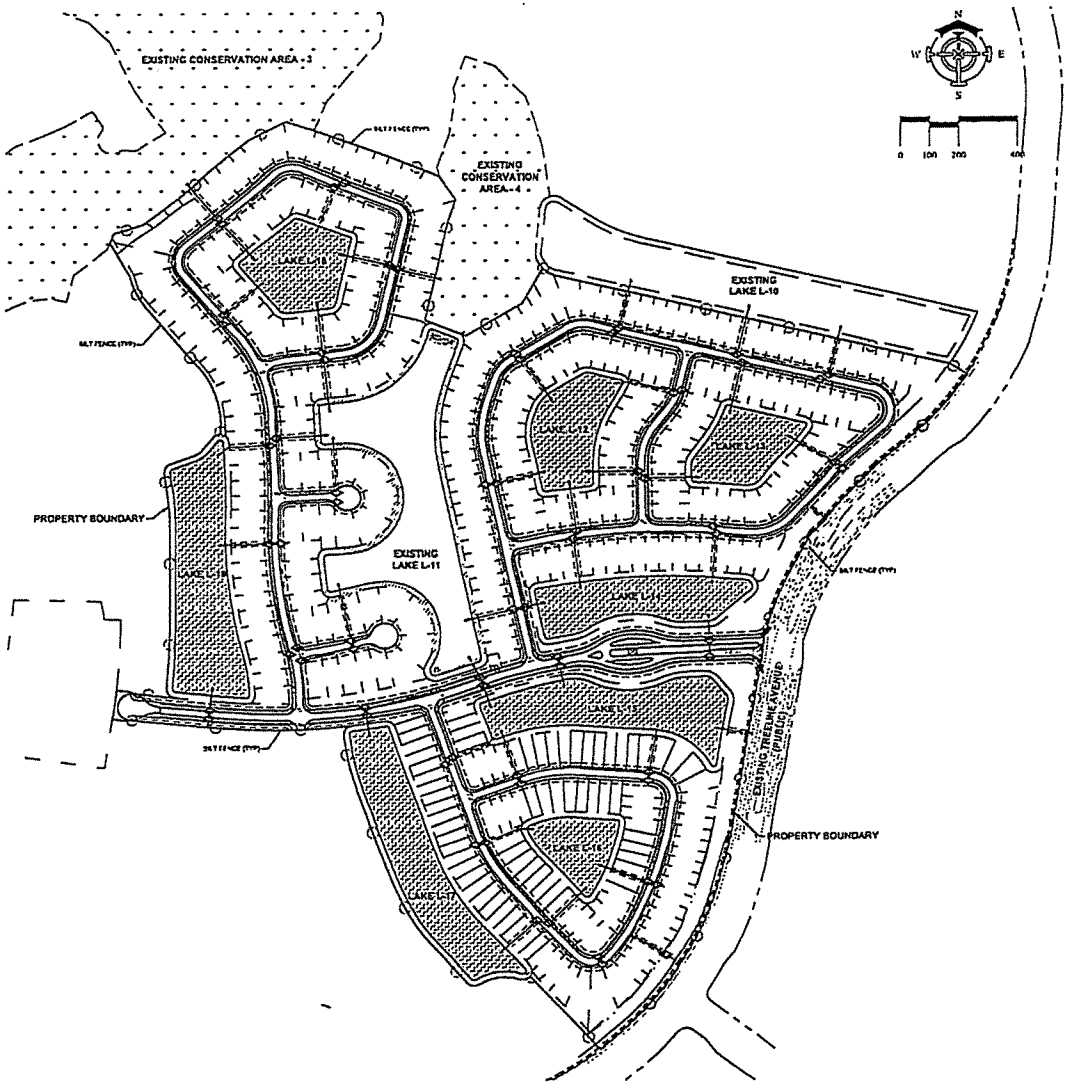
STAKE DETAIL



FRONT FILTER BARRIER



SECTION



DELISI FITZGERALD, INC.
Planning - Engineering - Project Management
1605 Hendry Street
Fort Myers, FL 33901
239-418-0691 - 239-418-0692 fax

ENGINEER OF RECORD

OWNER / DEVELOPER:
LEE COUNTY HOMES ASSOCIATES III, LLLP

PROJECT:
BOTANICA SOUTH

NO.	DATE	REVISIONS DESCRIPTION
1		

EROSION CONTROL PLAN AND DETAILS

FOR CONSTRUCTION

Sheet Number: 35

BOTANICA SOUTH
CONSTRUCTION POLLUTION PREVENTION PLAN

SITE DESCRIPTION			
Project Name and Location: (Latitude, Longitude, or Address)	Botanica South Fort Myers, Florida Latitude 26°34' 15.7" N Longitude 81°47' 6.5" W	Owner Name and Address:	Lee County Homes Associates III, LLLP 1600 Sawgrass Corporate Pkwy Ste. 300 Sunrise, FL 33323
Description: (Purpose and Types of Soil Disturbing Activities)	Construction of a backbone surface water management system for the 373 unit single family residential subdivision.		
Runoff Coefficient	The final coefficient of runoff for the site will be c = 0.60		
Site Area	The site is approximately 117.17acres		
Sequence of Major Activities			
The order of activities will be as follows: 1. Install Erosion Control around wetlands and as needed to prevent soil from leaving the site. 2. Clear and grade uplands and impacted wetlands. 3. Construct detention lakes and stockpile excavated material. 4. Continue clearing and grade roadways. 5. Install wastewater collection system.		6. Install storm sewer system. 7. Install water distribution system. 8. Construct roadway and sidewalks. 9. Final grade and install permanent grasses and plantings. All disturbed areas are to be reseeded or sodded. 10. Remove Erosion Control when stabilization has been established to prevent soil from leaving the site.	
Name of Receiving Waters	Six Mile Cypress Slough		

CONTROLS		
	Erosion and Sediment Controls	
Stabilization Practices		
Temporary Stabilization - Stock piles and disturbed portions of the site where construction activity temporarily ceases for at least 21 days will be stabilized with temporary seed and mulch no later than 21 days from the last construction activity in that area. The temporary seed shall be Rye (grain) applied at the rate of 120 pounds per acre. Prior to seeding, 1,000 pounds of 10-10-10 fertilizer shall be applied to each acre to be stabilized. After seeding, each area shall be mulched with 4,000 pounds per acre of straw. The straw mulch is to be tacked into place by a disk with blades set nearly straight. Areas of the site which are to be paved will be temporarily stabilized with primed limerock base. Permanent Stabilization - Disturbed portions of the site where construction activities permanently cease shall be stabilized with permanent seed or sod as soon as possible after the last construction activity.		
Structural Practices		
N/A		
Storm Water Management		
Storm water drainage will be provided by sheet flow, swales, valley gutter, drainage structures, storm sewer and detention lakes. The areas which are not developed will be graded to promote drainage. The surface water management system has been designed by a professional engineer to limit discharge rates from a 25 year 3 day storm event to the allowable discharge predetermined by the governing water management district. The outfall of the system will be stabilized.		

OTHER CONTROLS

Waste Disposal

Waste Materials

All waste materials will be collected and stored. Removal will be by a licensed solid waste management company in Collier County. The dumpsters will meet all state and local solid waste management regulations. All trash and construction debris from the site will be deposited in the dumpsters. The dumpster will be emptied a minimum of once a week or more often if necessary, and the trash will be hauled to the licensed solid waste disposal facility. No construction waste materials will be buried onsite. All personnel will be instructed regarding the correct procedure for waste disposal. Notices stating these practices will be posted in the office trailer and Project Superintendent will be responsible for seeing that these procedures are followed. In addition, Material Safety Data Sheets will be on site for all items used.

Hazardous Waste

All hazardous waste materials will be disposed of in the manner specified by local or State regulations or by the manufacturer. Site personnel will be instructed in these practices and the Project Superintendent will be responsible for seeing that these practices are followed.

Sanitary Waste

All sanitary waste will be collected from the portable units by a licensed sanitary waste management contractor in accordance with local regulation.

Off-site Vehicle Tracking

A stabilized construction entrance has been provided to help reduce vehicle tracking of sediments. The paved street adjacent to the site entrance will be swept as needed, at a minimum weekly, to remove any excess mud, dirt or rock tracked from the site. Dump trucks hauling material from the construction site will be covered with a tarpaulin.

TIMING OF CONTROLS/MEASURES

As indicated in the Sequence of Major Activities, the erosion control devices and stabilized construction entrance will be constructed prior to grading of any other portions of the site except for stockpile purposes. Areas where construction activity temporarily ceases for more the 21 days will be stabilized with a temporary seed and mulch within 21 days of the last disturbance. Once construction activity ceases permanently in an area, that area will be stabilized with permanent sod or seed and mulch. Erosion control devices will be removed upon the completion of construction and or stabilization of grasses, etc.

CERTICATION OF COMPLIANCE WITH FEDERAL, STATE, AND LOCAL REGULATIONS

The storm water pollution prevention plan reflects the South Florida Water Management District (SFWMD) and Lee County regulations for storm water management. To ensure compliance, this plan was prepared in accordance with the City of Fort Myers Land Development Code and the SFWMD Basis of Review Manual. A City of Fort Myers Site Work Permit and a SFWMD ERP Modification have applied for.

MAINTENANCE/INSPECTION PROCEDURES

Erosion and Sediment Control Inspection and Maintenance Practices

These are the inspection and maintenance practices that will be used to maintain erosion and sediment controls.

- All control measures will be inspected at least once each week and following any storm event of 0.50 inches or greater.
- All measures will be maintained in good working order; if a repair is necessary, it will be initiated within 24 hours of report.
- Built up sediment will be removed from silt fence when it has reached one-half the height of the fence.
- Silt fence will be inspected for depth of sediment, tears, to see if the fabric is securely attached to the fence posts, and to see that the fence posts are firmly in the ground.
- The perimeter berm will be inspected and any breaches promptly repaired.
- Temporary and permanent grassing and planting will be inspected for bare spots, washouts, and healthy growth.
- A maintenance inspection report will be made after each inspection. A copy of the report form to be completed by the inspector is attached.
- The Project Superintendent will select three individuals who will be responsible for inspections, maintenance and repair activities, and filling out the inspection and maintenance report.
- Personnel selected for inspection and maintenance responsibilities will receive training from the Project Superintendent. They will be trained in all the inspection and maintenance practices necessary for keeping the erosion and sediment controls used onsite in good working order.

NON-STORM WATER DISCHARGES

It is expected that the following non-storm water discharges will occur from the site during the construction period:

- Pavement wash waters (where no spills or leaks of toxic or hazardous materials have occurred).
- Uncontaminated groundwater (from dewatering excavation if necessary).

All non-storm water discharges will be directed to the detention lakes prior to discharge.

INVENTORY FOR POLLUTION PREVENTION PLAN

The materials or substances listed below are expected to be present onsite during construction:

- Concrete
- Detergents
- Paints (enamel and latex)
- Metal Studs
- Asphaltic Concrete
- Tar
- Fertilizers
- Petroleum Based Products
- Cleaning Solvents
- Wood
- Masonry Block
- Roofing Shingles

SPILL PREVENTION

Material Management Practices

The following are the material management practices that will be used to reduce the risk of spill or other accidental exposure of materials and substances to storm water runoff. Material Safety Data Sheets will be onsite for all items used.

Good Housekeeping

The following good housekeeping practices will be followed onsite during the construction project.

- An effort will be made to store only enough product required to do the job.
- All materials stored onsite will be stored in a neat, orderly manner in the appropriate containers and, if possible, under a roof or other enclosure.
- Products will be kept in their original containers with the original manufacturer's label.
- Substances will not be mixed with one another unless recommended by the manufacturer.
- Whenever possible, all of a product will be used up before disposing of a container.
- Manufacturers' recommendations for proper use and disposal will be followed.
- The Project Superintendent will inspect weekly to ensure proper use and disposal of materials onsite.

Hazardous Products

These practices are used to reduce the risks associated with hazardous materials.

- Products will be kept in original containers unless they are not re-sealable.
- Original labels and material safety data will be retained; they contain important product information.
- If surplus product must be disposed of, manufacturers or local and State recommended methods for proper disposal will be followed.

Product Specific Practices

The following product specific practices will be followed onsite:

Petroleum Products

All onsite vehicles will be monitored for leaks and receive regular preventive maintenance to reduce the chance of leakage. Petroleum products will be stored in tightly sealed containers which are clearly labeled. Any asphalt substances used onsite will be applied according to the manufacturer's recommendations.

Tarps will be utilized for vehicle/equipment maintenance to prevent runoff of petroleum spills.

Fertilizers

Fertilizers used will be applied only in minimum amounts recommended by the manufacturer. Once applied, fertilizer will be worked into the soil to limit exposure to storm water. Storage will be in a covered shed away from run off areas. The contents of any partially used bags of fertilizer will be transferred to a sealable plastic bin to avoid spills.

Paints

All containers will be tightly sealed and stored when not required for use. Excess paint will not be discharged to the storm sewer system but will be properly disposed of according to the manufacturers' instructions or Federal, State and local regulations.

Concrete Trucks

Concrete trucks will be allowed to wash out or discharge surplus concrete or drum wash on the site at a predetermined location. The water will be detained to let the concrete settle prior to discharging into the surface water system. The remaining hard aggregate will be hauled off (not buried on site).

Spill Control Practices

In addition to the good housekeeping and material management practices discussed in the previous sections of the plan, the following practices will be followed for spill prevention and cleanup:

- Manufacturers' recommended methods for spill cleanup will be clearly posted and site personnel will be made aware of the procedures and the locations of the information and cleanup supplies.
- Materials and equipment necessary for spill cleanup will be kept in the material storage area onsite. Equipment and materials will include but not be limited to brooms, dust pans, mops, rags, gloves, goggles, kitty litter, sand, sawdust, and plastic and metal trash containers specifically for this purpose.
- All spills will be cleaned up immediately after discovery.
- The spill area will be kept well ventilated and personnel will wear appropriate protective clothing to prevent injury from contact with hazardous substances.
- Spills of toxic or hazardous material will be reported to the appropriate State of local government agency, regardless of the size.
- The spill prevention plan will be adjusted to include measures to prevent this type of spill from reoccurring and how to clean up the spill if there is another one. A description of the spill, what caused it, and the cleanup measures will also be included.
- The Project Superintendent responsible for the day-to-day site operations, will be spill prevention and cleanup coordinator. He will designate at least three other site personnel who will receive spill prevention and cleanup training. These individuals will each become responsible for a particular phase of prevention and cleanup. The names of responsible spill personnel will be posted in the material storage area and in the office trailer onsite.

POLLUTION PREVENTION PLAN CERTIFICATIONS

SWP3 CERTIFICATION STATEMENT

Project: Botanica South

Address: Treeline Avenue, Fort Myers, FL

Latitude: 26°34' 15.7" N Longitude: 81°47' 6.5" W

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Signed: _____

Date: _____

Name/Title: William M. Fenno, Director of Land Development

Company: Lee County Homes Associates III, LLLP

Address: 1600 Sawgrass Corporate Parkway, Suite 300, Sunrise FL 33323

Phone: _____ Fax: _____

This certification must be completed by an authorized signatory of each operator (generally the Owner and General Contractor) before the effective date of this plan.

POLLUTION PREVENTION PLAN CERTIFICATIONS

FDEP CONTRACTORS CERTIFICATION STATEMENT

"I certify under penalty of law that I understand the terms and conditions of the generic stormwater permit issued pursuant to Section 403.0885, F.S. that authorizes the stormwater discharges associated with industrial activity from the construction site identified as part of this certification"

The certification must include the name and title of the person providing the signature in accordance with Part VII.C of this permit; the name, address, and telephone number of the contracting firm; the address (or other identifying description) of the site; and the date the certification is made.

Name:_____ Title:_____
(Type) (Type)

Name:_____ Date:_____
(Signature)

Company Name:_____

Address: _____

State:_____ Zip:_____

Phone:_____ Fax _____

24 hr contact phone:_____

Site Name:_____ Botanica South

Site Address /Description: North of Daniels Parkway, south of the existing Botanica Lakes development, and between I-75 and Treeline Avenue.

SWP3 – Project Name: Botanica South
Weekly Construction Site Inspection Report
Weekly or within 24 hours of 0.25" rainfall

* Site of Drainage Area	Approximate Location	Date Last Disturbed	Date of Stabilization	Control Measures	Current Condition	Corrective Actions Taken and/or Remarks	Condition Codes
							U- Upgrade Needed
							R- Replacement Needed
							M- Maintenance Needed
							C – Clearing Needed
							I – Increase Measures
							S – Stable (no action)
							01 –Other:
							02 – Other:

* See site map for affected drainage areas. Site may include: borrow source, haul roads, contractor's yard, stockpiles, etc...

INITIALS HERE: _____.

CERTIFIES THAT PROJECT WAS/IS IN COMPLIANCE WITH NPDES PERMIT, SWP3 AND GENERAL PERMIT DURING INSPECTION DATE:

Control Measure Codes

1. Temporary Grass Seeding	11. Perimeter Ditches	21. Dampen Road's for Dust Control
2. Permanent Planting, Sod/Seed	12. Flumes	22. Remove Excess Dirt from Roadway
3. Temporary Mulching	13. Ditch Liner	23. Other:
4. Artificial Covering	14. Rock Bed @ Const. Entrance	
5. Buffer Zone	15. Rip Rap	24. Other:
6. Preserve Natural Resource	16. Sediment Trap	
7. Silt Fence	17. Sediment Basin	25. Other:
8. Hay Bales	18. Inlet Sediment trap	
9. Sand Bagging	19. Velocity Control Devices	
10. Earthen Berms	20. Turbidity Barrier	SWP# Log Form Env Analyst

Application No. 121214-4
Exhibit No. 2.1
Page 9 of 9

BOTANICA SOUTH

URBAN STORMWATER MANAGEMENT PROGRAM

1.0 Introduction

This document provides details of the Urban Stormwater Management Program for Botanica South, Lee County, Florida. This Plan discusses non-structural controls, intended to improve the quality of stormwater runoff by reducing the generation and accumulation of potential stormwater runoff contaminants at or near the respective sources for each constituent, along with significant structural components of the primary stormwater treatment system. Although many of the methodologies and procedures outlined in this document are general Best Management Practices (BMP's) which can be useful in attenuating pollutants in many types of urbanized settings, the implementation of these practices has been optimized, to the maximum extent possible, to reflect the unique character of Botanica South and the surrounding hydrologic features.

Pollution prevention guidelines are provided for the areas of (1) nutrient and pesticide management; (2) street sweeping; (3) solid waste management; (4) operation and maintenance of the stormwater management and treatment system; (5) routine water quality testing; and (6) construction activities. A discussion of each of these activities is given in the following sections.

2.0 Nutrient and Pesticide Management

Nutrient and pesticide management consists of a series of practices designed to manage the use of fertilizers and pesticides so as to minimize loss of these compounds into stormwater runoff and the resulting water quality impacts on adjacent waterbodies. Implementation of a management plan will also maximize the effectiveness of the nutrients and pesticides that are applied.

The owner must commit themselves to the practice of responsible and careful landscape design and maintenance of the lot to prevent contamination of surface waters. The guidelines included in this section are intended to help owners make educated environmental choices regarding the maintenance of the lot within the community. These maintenance and management guidelines are meant to promote an attractive parcel that preserves the health of adjacent waterways and environmental features.

2.1 General Requirements

A landscape plan must be developed for the lot. The plan must be comprehensive in nature and follow the landscape design guidelines as established by the owner and must promote revegetation of each lot as quickly as possible.

Commercial applicators of chemical lawn products must register with the owner annually and provide a copy of their current occupational license, proof of business liability insurance, and proof of compliance with applicable education and licensing requirements. Individual employees working under the direction of a licensed commercial applicator are exempt from the educational requirements.

Only registered commercial applicators and individual lot owners are permitted to apply chemicals within the property on a private lot. All chemical products must be used in accordance with the manufacturer's recommendations. The application of any chemical product within five (5) feet of any surface water including but not limited to ponds, lakes, drainage ditches or canals, is prohibited. The use of any chemical product in a manner that will allow airborne or waterborne entry of such products into surface water is prohibited. This rule shall not apply to the use of chemical agents, by certified lake management specialists, for the control of algae and vegetation within the stormwater lakes or ponds.

2.2 Nutrient Management Program

Management and application of nutrients and fertilizers in Botanica South will adhere to the following guidelines:

A. All fertilizers shall be stored in a dry storage area protected from rainfall and ponding.
B. No fertilizer containing in excess of 2% phosphate/phosphorus (P_2O_5) per guaranteed analysis label (as defined by Chapter 576, Florida Statutes) shall be applied to turf grass unless justified by a soil test.
C. Fertilizer containing in excess of 2% phosphate/phosphorus (P_2O_5) per guaranteed analysis label shall not be applied within 5 feet of the edge of water or within 5 feet of a drainage facility.
D. All fertilizer shall be applied such that spreading of fertilizer on all impervious surfaces is minimized.
E. Liquid fertilizers containing in excess of 2% phosphate/phosphorus (P_2O_5) per guaranteed analysis label shall not be applied thorough an irrigation system within 10 feet of the edge of water or within 10 feet of a drainage facility.
F. Liquid fertilizers containing in excess of 2% phosphate/phosphorus (P_2O_5) per guaranteed analysis label shall not be applied through high or medium mist application or directed spray application within 10 feet of the edge of water or within 10 feet of a drainage facility.

2.3 Pest Management Program

Proper maintenance of plants and turf areas will minimize the ability of pests to successfully attack landscaping. Several general guidelines follow:

A. Apply fertilizer and water only when needed and in moderate amounts. Excessive amounts of either can cause rapid growth that is attractive to insects and disease.
B. Mow St. Augustine grass to a height of 3-4 inches. If cut shorter, the plants may become stressed and more vulnerable to pest infestation. Each mowing should remove no more than one-third of the leaf blade, and those cuttings should remain on the lawn to decompose.
C. It is recommended that pesticides, fungicides, and herbicides be used only in response to a specific problem and in the manner and amount recommended by the manufacturer to address the specific problem. Broad application of pesticides, fungicides and herbicides as a preventative measure is strongly discouraged.

The use of pesticides, fungicides, or herbicides is limited to products that meet the following criteria:

A. Must be consistent with the USDA-NRCS Soil Rating for Selecting Pesticides
B. Must have the minimum potential for leaching into groundwater or loss from runoff
C. Products must be EPA-approved
D. The half-life of products used shall not exceed seventy (70) days

3.0 Street Sweeping

This practice involves sweeping and vacuuming the primary streets to remove dry weather accumulation of pollutants, especially particulate matter, before wash-off of these pollutants can occur during a storm event. This practice reduces the potential for pollution impacts on receiving water bodies by removing particulate matter and associated chemical constituents. Although street cleaning operations are frequently conducted primarily for aesthetic purposes, the primary objective of the street sweeping program for Botanica South is to improve the quality of stormwater runoff generated from impervious traffic areas. Street sweeping activities can be particularly effective during periods of high leaf fall by removing solid leaf material and the associated nutrient loadings from roadside areas where they could easily become transported within stormwater flow.

Street sweeping operations will be performed in Botanica South at a minimum frequency of one event every other month. A licensed vendor using a vacuum-type sweeping device will perform all street sweeping activities. Sweeping activities during each event will include all primary street surfaces. Disposal of the collected solid residual will be the responsibility of the street sweeping vendor.

4.0 Solid Waste Management

In general, solid waste management involves issues related to the management and handling of urban refuse, litter and leaves that will minimize the impact of these constituents as water pollutants.

Maintenance of adequate sanitary facilities for temporarily storing refuse on private premises prior to collection is considered the responsibility of the individual owner. Local requirements for refuse collection will be brought to the attention of every homeowner at closing for the sale of the property. Information will be distributed as necessary stating specifications for containers, separation of waste by type, where to place containers prior to collection, and established collection schedules.

Fallen tree leaves and other vegetation, along with grass clippings, may become direct water pollutants when they are allowed to accumulate in swales and street gutters. All owners will receive periodic educational materials that address proper disposal of leaves and other vegetation to minimize water quality impacts.

5.0 Stormwater Management and Treatment System

The stormwater management system for Botanica South is designed to maximize the attenuation of stormwater generated pollutants prior to discharge to the off-site wetland systems. Operational details and maintenance requirements of the various system components are given in the following sections.

5.1 Wet Detention Lakes and Lake Interconnect Pipes

The basic element of the stormwater management system consists of a series of interconnected wet detention ponds that provide stormwater treatment through a variety of physical, biological, and chemical processes. A wet detention pond acts similar to a natural lake by temporarily detaining stormwater runoff, allowing opportunities for treatment processes to occur, prior to slow controlled discharge of the treated water through the outfall structure. Pollutant removal processes in wet detention systems occur during the quiescent period between storm events. Significant removal processes include gravity settling of particulate matter; biological uptake of nutrients and other ions by aquatic plants, algae and microorganisms; along with natural chemical flocculation and complexation processes.

Maintenance of the wet detention ponds will consist of an annual inspection. During each annual inspection, the following items will be reviewed and corrected as necessary:

A. Inspect the outfall structure and orifices to ensure free-flowing conditions and overall engineering stability of the outfall system.
B. Review the banks of the lakes and canals to ensure proper side slope stabilization and inspect for signs of excessive seepage that may indicate areas of excessive groundwater flow and possible subsurface channeling.
C. Physically evaluate each of the lakes and canals for evidence of excessive sediment accumulation or erosion.
D. Inspect the planted aquatic vegetation in the littoral zone to ensure that the desired vegetation species, percent coverage, and density are maintained.

At the completion of the inspections, a written inspection report will be prepared, listing any deficiencies that need to be addressed or corrected by the owner.

5.2 Stormwater Inlets, Pipes and Culverts

The grates should be unobstructed and the bottom, inside the inlet, should be clean. Check for any accumulation of sediment, trash such as garbage bags, or debris in the culverts connecting these inlets. Flushing out with a high-pressure hose may clean some sediment. Any noted blockage (due to a possible obstruction, or broken pipe, etc.) should prompt further investigation. Crushed or corroded culverts should be replaced with new ones of the same size.

5.3 Swales and Grassed Water Storage Areas

These provide for conveyance and/or above-ground (or surface) storage of stormwater. With age, these areas usually fill in with vegetation and sediment. Swales may need to be regraded and/or revegetated. It is a good idea to compare the existing slope and dimensions of the swale with the permitted design plans prior to the removal of excess sediment or regrading. Areas that show erosion should be stabilized with appropriate material such as sod, planting, rock, sand bags, or other synthetic geotextile material.

Regular mowing of grass swales is essential. These areas also improve water quality by catching sediment and assimilating nutrients, and recharge the underground water table. Remove any undesirable exotic vegetation. Culverts underneath driveways should be checked for blockage, and, if necessary, flushed with a high-pressure hose. After a storm, swales may remain wet for an extended period of time. This is normal and the water will recede gradually.

5.4 Ditches or Canals

Fill material, yard waste, clippings and vegetation, sediment, trash, appliances, garbage bags, shopping carts, tires, cars, etc. should be completely removed. Also check to make sure there are no dead trees or any type of obstructions which could block the drainage flow way.

Maintenance cleaning/excavation must be limited to the same depth, width and side slope as approved in the current permit. Making a ditch deeper or wider may trigger a need for a permit modification. Provisions must also be made to prevent any downstream silting or turbidity *(Contact the SFWMD Resource Compliance staff if you are unsure or need clarification.)* Be sure to dispose of all removed material properly so it won't affect any other water storage or conveyance system, environmental area, or another owner's property.

5.5 Outfall Structure (also called the Discharged Control Structure or Weir)

The outfall structure should be routinely inspected to determine if any obstructions are present or repairs are needed. Trash or vegetation impeding water flow through the structure should be removed. The structure should have a "baffle" or trash collector to prevent flow blockage and also hold back any floating oils from moving downstream. Elevations and dimensions should be verified annually with all current permit information. Periodic inspections should then be regularly conducted to make sure these structures maintain the proper water levels and the ability to discharge.

5.6 Earthen Embankments (Dikes and Berms)

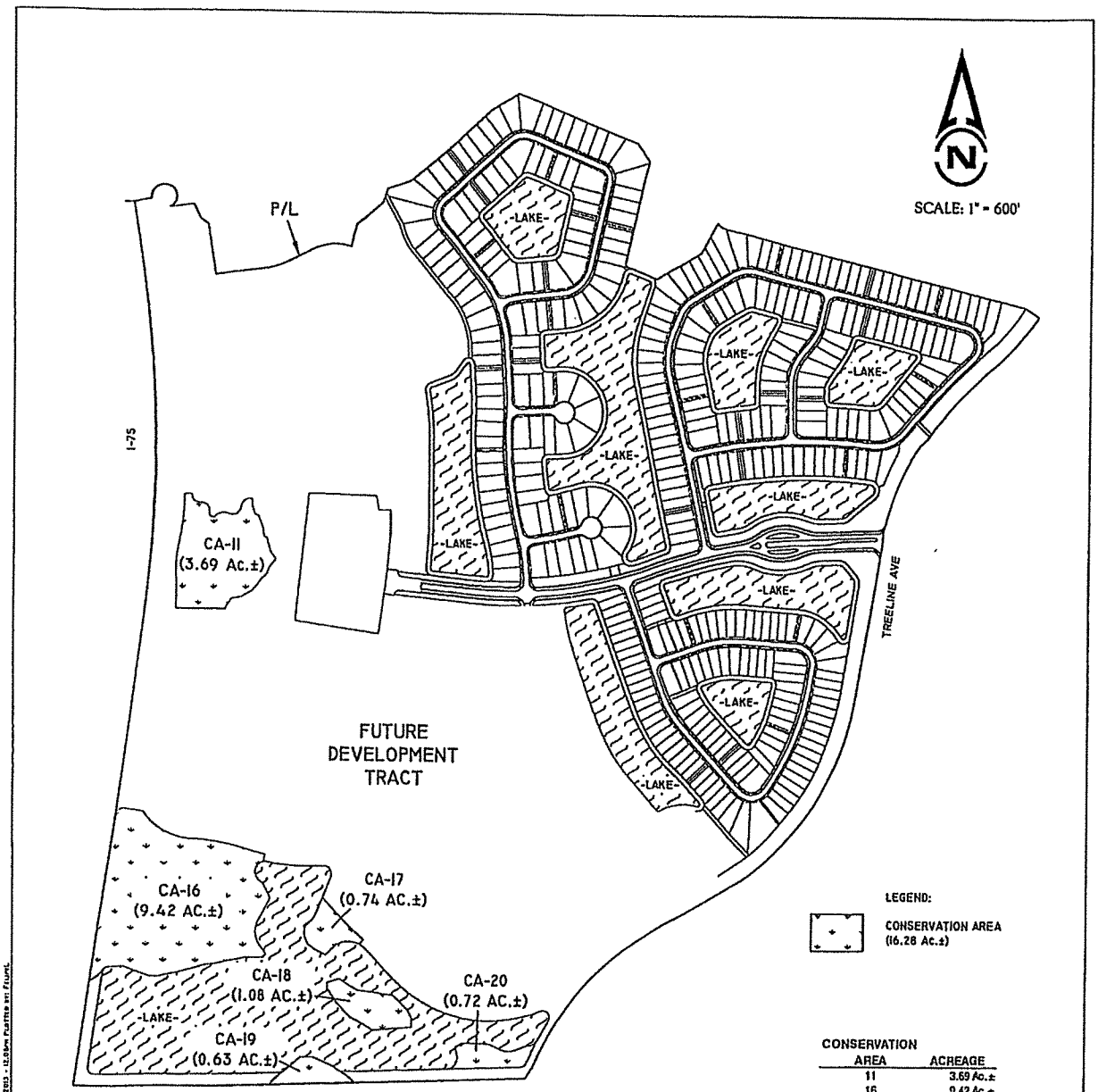
Check for proper elevations, width and stabilization. Worn down berms - especially if used by all-terrain vehicles or equestrian traffic – and rainfall – created washouts should be immediately repaired, compacted and re-vegetated.

6.0 Water Quality Testing

To ensure proper operation of the overall treatment system, monitoring will be performed at the outfall from Botanica South if there is a flow over the weirs. According to the proposed Water Quality Monitoring Plan, monitoring may occur 3 times a year, once during the dry season (February/March) and twice during the wet season (August/September). A manual grab sample will be collected at the outfall location and analyzed for various constituents and parameters as described in the Surface Water Quality Monitoring Plan. Trained and certified personnel will perform sample collection and laboratory analysis. The results of the laboratory analyses will be submitted to South Florida Water Management District as part of an annual water quality monitoring report by December 31 of each year.

7.0 Construction Activities

A Stormwater Pollution Prevention Plan (SWPPP) has been prepared for construction activities to minimize activities contamination that may be caused by erosion and sedimentation during the construction process. The plan includes provisions related to soil stabilization, structural erosion controls, waste collection disposal, offsite vehicle tracking, spill prevention and maintenance and inspection procedures. A copy of the SWPPP is attached hereto and made a part of hereof.



CONSERVATION

AREA	ACREAGE
11	3.69 Ac.±
16	9.42 Ac.±
17	0.74 Ac.±
18	1.08 Ac.±
19	0.63 Ac.±
20	0.72 Ac.±
TOTAL	16.28 Ac.±

NOTES:

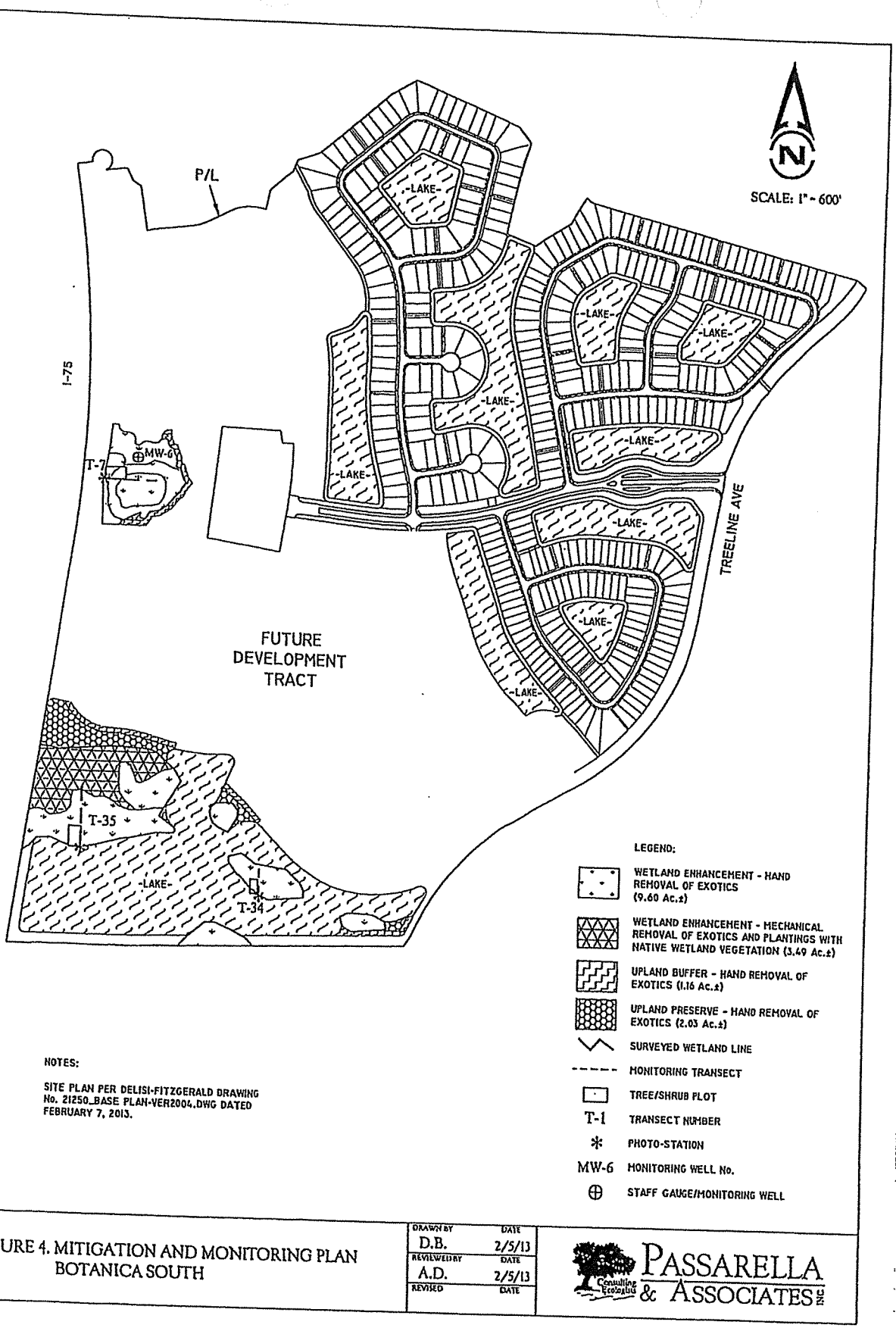
SITE PLAN PER DELISI-FITZGERALD DRAWING No. 21250_BASE PLAN-VER2004.DWG DATED FEBRUARY 7, 2013.

FIGURE 3. CONSERVATION AREAS MAP
BOTANICA SOUTH

DRAWN BY	DATE
D.B.	2/5/13
REVIEWED BY	DATE
A.D.	2/5/13
REVISED	DATE

PASSARELLA & ASSOCIATES INC
Consulting Ecologists

Exhibit 3.0
Application No. 121214-4
Page 1 of 1



NOTES:

SITE PLAN PER DELISI-FITZGERALD DRAWING No. 21250_BASE PLAN-VER2004.DWG DATED FEBRUARY 7, 2013.

FIGURE 4. MITIGATION AND MONITORING PLAN
BOTANICA SOUTH

DRAWN BY	DATE
D.B.	2/5/13
REVIEWED BY	DATE
A.D.	2/5/13
REVISED	DATE

PASSARELLA & ASSOCIATES, INC. Consulting Ecologists

Exhibit 3.1
Application No. 121214-4
Page 1 of 1

South Florida Water Management District

Work Schedule Requirements

Application No : 121214-4

Mitigation Plan ID: BOTANICA SOUTH

Activity	Due Date
SUBMIT SEVENTH MONITORING REPORT	01-OCT-13
SUBMIT EIGHTH MONITORING REPORT	01-OCT-14
SUBMIT NINTH MONITORING REPORT	01-OCT-15
SUBMIT TENTH MONITORING REPORT	01-OCT-16
SUBMIT ELEVENTH MONITORING REPORT	01-OCT-17

STAFF REPORT DISTRIBUTION LIST

BOTANICA SOUTH

Application No: 121214-4

Permit No: 36-04853-P-05

INTERNAL DISTRIBUTION

X Errol Noel
X Justin M.Hojnacki
X Laura Layman
X Daniel F. Waters, P.E.
X ERC Engineering
X ERC Environmental
X Fort Myers Backup File

EXTERNAL DISTRIBUTION

X Permittee - Lee County Homes Associates Iii L L L P
X Engr Consultant - De Lisi Fitzgerald Inc
X Env Consultant - Passarella & Associates Inc

GOVERNMENT AGENCIES

X Div of Recreation and Park - District 4 - FDEP

OTHER INTERESTED PARTIES

X Audubon of Florida - Charles Lee

STAFF REPORT DISTRIBUTION LIST

ADDRESSES

Lee County Homes Associates Iii L L L P
1600 Sawgrass Corporate Pkwy Ste 300
Sunrise FL 33323
bill.fenno@glhomes.com

De Lisi Fitzgerald Inc
1605 Hendry Street
Fort Myers FL 33901
drewf@delisifitzgerald.com

Passarella & Associates Inc
13620 Metropolis Avenue
Suite 200
Fort Myers FL 33912

Div of Recreation and Park - District 4 - FDEP
1843 South Tamiami Trail
Osprey FL 34229
chris.becker@dep.state.fl.us

Audubon of Florida - Charles Lee
1101 Audubon Way
Maitland FL 32751
chlee2@earthlink.net

This instrument prepared by and after recording should be returned to: (enclose self-addressed stamped envelope)

Lee County Homes Associates III, LLLP
1600 Sawgrass Corporate Parkway, Suite 400
Sunrise, Florida 33323
Attn: Steven M. Helfman, Esq.

INSTR # 2015000202193, Pages 2
Doc Type AGR, Recorded 09/17/2015 at 09:50 AM,
Linda Doggett, Lee County Clerk of Circuit Court
Rec. Fee $18.50
Deputy Clerk WMILLER
#1

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MORTGAGEE JOINDER AND CONSENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR MARINA BAY

THIS MORTGAGEE JOINDER AND CONSENT ("Joinder") is given and made by BANK OF AMERICA, N.A., as Agent ("Bank").

RECITALS

WHEREAS by virtue of that certain Assignment of Mortgage and other Loan Documents recorded November 13, 2006 under Instrument No. 2006000426698 of the Public Records of Lee County, Florida (the "Assignment"), Bank is the owner and holder of the following loan documents given in connection with the loan evidenced by such loan documents, all as amended and/or modified from time to time (collectively the "Loan Documents"): (i) that certain Amended and Restated Real Estate Mortgage, Assignment, and Security Agreement given by Lee County Homes Associates III, LLLP ("Declarant") in favor of the Florida Residential Funding, LLC, dated October 31, 2006 and recorded November 3, 2006 under Instrument No. 2006000417902; that certain Mortgage Modification Agreement and Notice of Future Advance dated August 20, 2014 and recorded August 25, 2015 under Instrument No. 2014000175443; that certain Mortgage Modification Agreement and Notice of Future Advance dated January 28, 2015 and recorded January 30, 2015 under Instrument No. 201500019579; all of the Public Records of Lee County, Florida; (ii) UCC-1 Financing Statement recorded November 2, 2006 in Florida Secured Transaction Registry under Filing No. 200604051814; and (iii) any other collateral loan documents securing the indebtedness referred to in the Loan Documents.

WHEREAS Declarant has caused to be recorded that certain Declaration of Covenants, Restrictions and Easements for Marina Bay recorded under Instrument No. 2015000153153826 of the Public Records of Lee County, Florida (the "Declaration").

WHEREAS, the Loan Documents encumber the "Property" (as defined in the Declaration) and Declarant has requested that the Bank join in and consent to the execution and recording of the Declaration.

NOW, THEREFORE, for Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Bank hereby joins in and consents to the Declaration and the recording thereof.

Signed, sealed and delivered in the presence of:

Print Name: Nellie Lima

Print Name: Anisia Zegarra

BANK:

BANK OF AMERICA, N.A., a national banking association, as Agent

By: _____
William Campano, Senior Vice President

[CORPORATE SEAL]

EXHIBIT B

Articles of Incorporation of
Marina Bay of Fort Myers Homeowners Association, Inc.

[See Attached 17 Pages]

State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Amendment, filed on January 7, 2015, to Articles of Incorporation for ARBORWOOD SOUTH HOMEOWNERS ASSOCIATION, INC. which changed its name to MARINA BAY OF FORT MYERS HOMEOWNERS ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H15000005242. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below

The document number of this corporation is N06000000149.

Authentication Code: 015A00000422-010815-N06000000149-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Eighth day of January, 2015

Ken Detzner
Secretary of State

AMENDMENT TO ARTICLES OF INCORPORATION OF ARBORWOOD SOUTH HOMEOWNERS ASSOCIATION, INC., (A Florida Corporation Not-For-Profit)

The undersigned, as the "Declarant" named in the Articles of Incorporation of ARBORWOOD SOUTH HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation filed with the Department of State of the State of Florida on January 5, 2006 as Document No. N06000000149 (the "Articles of Incorporation"), pursuant to Chapter 720, Florida Statutes, and the provisions of Article XIII of the Articles of Incorporation do hereby amend the Articles of Incorporation as follows:

1. Section 2 of Article I of the Articles is hereby deleted and replaced in its entirety as follows:

> "Association" means Marina Bay of Fort Myers Homeowners Association, Inc., a Florida corporation not for profit. Association is NOT a condominium association and is not intended to be governed by Chapter 718, Florida Statutes (the Condominium Act).

2. Article II of the Articles is hereby deleted and replaced in its entirety as follows:

> ARTICLE II
> NAME
>
> The name of the corporation shall be MARINA BAY OF FORT MYERS HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, whose principal address and mailing address is 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323, or at such other place as may be designated, from time to time, by the Board of Directors.

3. All references in the Articles to "Arborwood South" are hereby amended to read "Marina Bay."

4. All references in the Articles to "Arborwood South Documents" are hereby amended to read "Marina Bay Documents."

Pursuant to the provisions of Article XIII of the Articles of Incorporation, prior to the First Conveyance (as defined in the Articles of Incorporation) the Declarant may amend the Articles of Incorporation without the vote of the members or the Board of Directors. As of the date of this Amendment, the First Conveyance has not occurred.

IN WITNESS WHEREOF, this Amendment to Articles of Incorporation has been executed and is adopted as of the 7th day of January, 2015.

WITNESSES:

LEE COUNTY HOMES ASSOCIATES III, LLLP, a Florida limited liability limited partnership

By: Lee County Homes III Corporation, a Florida corporation, its general partner

By: _____
N. Maria Menendez, Vice President

[CORPORATE SEAL]

ARTICLES OF INCORPORATION
OF
ARBORWOOD SOUTH HOMEOWNERS ASSOCIATION, INC.
(A Florida Corporation Not For Profit)

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In order to form a corporation not for profit under and in accordance with the provisions of Chapters 617 and 720 of the Florida Statutes, the undersigned hereby incorporates this corporation not for profit for the purposes and with the powers hereinafter set forth and, to that end, the undersigned, by these Articles of Incorporation, certifies as follows:

ARTICLE I
DEFINITIONS

The following words and phrases when used in these Articles of Incorporation (unless the context clearly reflects another meaning) shall have the following meanings:

1. "Arborwood South" means the planned development located in Lee County, Florida, which encompasses the Property and is presently intended to comprise approximately seven hundred forty-five (745) Homes and the Association Property, if and when fully developed.

2. "Arborwood South Documents" means, in the aggregate, the Declaration, these Articles, the Bylaws, the Plat and Additional Plat, if any, and all of the instruments and documents referred to or incorporated therein including, but not limited to, any "Amendment(s)" and "Supplemental Declaration(s)" (as such terms are defined in the Declaration) and any documents executed in connection with a Condominium within Arborwood South.

3. "Articles" means these Articles of Incorporation and any amendments hereto.

4. "Assessments" means the assessments for which all Owners are obligated to the Association and includes "Individual Lot Assessments" and "Special Assessments" (as such terms are defined in the Declaration) and any and all other assessments which are levied by the Association in accordance with the Arborwood South Documents.

5. "Association" means Arborwood South Homeowners Association, Inc., a Florida corporation not for profit. The Association is NOT a condominium association and is not intended to be governed by Chapter 718, the Condominium Act, Florida Statutes.

6. "Association Property" means the property more particularly described in Article II of the Declaration.

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

8. "Bylaws" means the Bylaws of the Association and any amendments thereto.

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9. "Condominium" means any condominium that may be created within Arborwood South by the recording of a Declaration of Condominium by which a portion of the "Property" (as defined in the Declaration) is submitted to the condominium form of ownership.

10. "County" means Lee County, Florida.

11. "Declarant" means Lee County Homes Associates III, LLLP, a Florida limited liability limited partnership, and any successors or assigns thereof to which Lee County Homes Associates III, LLLP, specifically assigns all or part of the rights of Declarant under the Declaration by an express written assignment, whether recorded in the Public Records of the County or not. The written assignment may give notice as to which rights of Declarant are to be exercised and as to which portion of the "Property" (as defined in the Declaration). In any event, any subsequent declarant shall not be liable for any default or obligations incurred by any prior declarant, except as may be expressly assumed by the subsequent declarant.

12. "Declaration" means the Declaration of Covenants, Restrictions and Easements for Arborwood South, which is intended to be recorded amongst the Public Records of the County, and any amendments thereto.

13. "Director" means a member of the Board.

14. "HOA Act" means the Homeowners' Association Act, Chapter 720, Florida Statutes, as amended from time to time through the date of recording of the Declaration amongst the Public Records of the County.

15. "Home" means a residential dwelling unit constructed within Arborwood South which is designed and intended for use and occupancy as a single-family residence and includes but is not limited to a detached single-family home, a zero lot line single family home, a Z-lot line single family home, and/or a residential unit contained in a multi-unit building, whether such residential unit is subject to condominium form of ownership, owned in fee simple or is subject to other forms of ownership or possession.

16. "Lot" means and refers to any parcel of land within Arborwood South as shown on the Plat or any "Additional Plat" (as such term is defined in the Declaration) upon which a Home is permitted to be constructed, together with the improvements thereon, and any portion of the land within Arborwood South that is declared to be a Lot by a Supplemental Declaration and is not subsequently withdrawn from the provisions of the Declaration by a Supplemental Declaration. For purposes of Individual Lot Assessments, a Lot is either a Completed Lot or an Incomplete Lot. In the case of a Condominium created pursuant to a Condominium Declaration or a multi-unit building, a "Lot" shall be an individual Condominium unit, or an individual residential unit, as applicable, and not the parcel(s) of the real property on which the Condominium or multi-unit building is constructed.

17. "Member" means a member of the Association.

18. "Neighborhood Association" shall mean any association other than the Association (including, without limitation, a condominium association or homeowners association) created or to be created to administer specific portions of Arborwood South and common areas or common elements lying within such portions pursuant to a Neighborhood Declaration.

19. "Neighborhood Declaration" shall mean: (a) with respect to a Condominium, a Declaration of Condominium, and any amendments thereto, by which a portion of Arborwood South is submitted to the condominium form of ownership, and (b) with respect to other portions of Arborwood South whereby a Neighborhood Association is created, a declaration of covenants and restrictions affecting such portions of Arborwood South to be administered by said Neighborhood Association.

20. "Operating Expenses" means the expenses for which Owners are liable to the Association as described in the Arborwood South Documents and includes, but is not limited to: (a) the costs and expenses incurred by the Association in owning, administering, operating, maintaining, financing, or repairing (but not reconstructing, replacing or improving), the Association Property or any portion thereof and Improvements thereon, and (b) all costs and expenses incurred by the Association in carrying out its powers and duties as set forth in the Arborwood South Documents.

21. "Owner" means and refers to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Home within Arborwood South, and includes Declarant for so long as Declarant owns fee simple title to a Lot, but excluding therefrom those having such interest as security for the performance of an obligation.

22. "Plat" means the plat of Botanica Lakes - Plat One recorded or to be recorded in the Public Records of the County. In the event an Additional Plat is recorded among the Public Records of the County, then the term "Plat" as used herein shall also mean the Additional Plat.

Unless otherwise defined herein, the terms defined in the Declaration are incorporated herein by reference and shall appear in initial capital letters each time such terms appears in these Articles.

ARTICLE II
NAME

The name of this corporation shall be ARBORWOOD SOUTH HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, whose principal address and mailing address is 1600 Sawgrass Corporate Parkway, Suite 300, Sunrise, Florida 33323.

ARTICLE III
PURPOSES

The purpose for which the Association is organized is to take title to, administer, operate, maintain, finance, repair, replace, manage and lease the Association Property in accordance with the terms of, and purposes set forth in, the Arborwood South Documents and to carry out the covenants and enforce the provisions of the Arborwood South Documents.

ARTICLE IV
POWERS

The Association shall have the following powers and shall be governed by the following provisions:

A. The Association shall have all of the common law and statutory powers of a corporation not for profit.

B. The Association shall have all of the powers granted to the Association in the Arborwood South Documents. All of the provisions of the Declaration and Bylaws which grant powers to the Association are incorporated into these Articles.

C. The Association shall have all of the powers reasonably necessary to implement the purposes of the Association, including, but not limited to, the following:

1. To perform any act required or contemplated by it under the Arborwood South Documents.

2. To make, establish, amend, abolish (in whole or in part), and enforce reasonable rules and regulations governing the use of the Association Property.

3. To make, levy and collect Assessments for the purpose of obtaining funds from its Members to pay Operating Expenses and other costs defined in the Declaration and costs of collection, and to use and expend the proceeds of Assessments in the exercise of the powers and duties of the Association.

4. To own, administer, operate, maintain, finance, repair, replace, manage, lease and convey the Association Property in accordance with the Arborwood South Documents.

5. To enforce by legal means the obligations of the Members and the provisions of the Arborwood South Documents.

6. To employ personnel, retain independent contractors and professional personnel, and enter into service contracts to provide for the administration, operation, maintenance, financing, repairing, replacing, management and leasing of the Association Property and to enter into any other agreements consistent with the purposes of the Association, including, but not limited to, agreements with respect to professional management of the Association Property and to delegate to such professional manager certain powers and duties of the Association.

7. To enter into the Declaration and any amendments thereto and instruments referred to therein as well as any Neighborhood Declaration(s) that may be created.

8. To collect all regular monthly or quarterly assessments and other sums due the Neighborhood Association(s), as applicable, except as otherwise provided in the Declaration and

subject to the Association's right to turnover control of such collection to the applicable Neighborhood Association(s).

9. To provide, to the extent deemed necessary by the Board, any and all services and do any and all things which are incidental to or in furtherance of things listed above or to carry out the Association mandate to keep and maintain Arborwood South in a proper and aesthetically pleasing condition and to provide the Owners with services, amenities, controls, rules and regulations, and enforcement which will enhance the quality of life at Arborwood South.

10. Notwithstanding anything contained herein to the contrary, the Association shall be required to obtain the approval of three-fourths (3/4) of all Members (at a duly called meeting of the Members at which a quorum is present) prior to the engagement of legal counsel by the Association for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

(a) the collection of Assessments;

(b) the collection of other charges which Owners are obligated to pay pursuant to the Arborwood South Documents;

(c) the enforcement of any applicable use and occupancy restrictions contained in the Arborwood South Documents;

(d) dealing with an emergency when waiting to obtain the approval of the Members creates a substantial risk of irreparable injury to the Association Property or to Member(s) (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of three-fourths (3/4) of the Members); or

(e) filing a compulsory counterclaim.

ARTICLE V
MEMBERS AND VOTING

The qualification of Members of the Association, the manner of their admission to membership, the manner of the termination of such membership and the manner of voting by Members shall be as follows:

A. Until such time as the first deed of conveyance of a Lot from Declarant to an Owner is recorded amongst the Public Records of the County ("First Conveyance"), the membership of the Association shall be comprised solely of the Declarant.

B. Upon the First Conveyance, Declarant shall be a Member as to each of the remaining Lots until each such Lot is conveyed to another Owner, and thereupon and thereafter each and every Owner, including Declarant as to Lots owned by Declarant, shall be a Member and exercise all of the rights and privileges of a Member.

C. Membership in the Association for Owners other than Declarant shall be established by the acquisition of ownership of fee simple title to a Lot as evidenced by the recording of an instrument of conveyance amongst the Public Records of the County. Where title to a Lot is acquired by conveyance from a party other than Declarant by means of sale, gift, inheritance, devise, bequest, judicial decree or otherwise, the person, persons or entity thereby acquiring such Lot shall not be a Member unless or until such Owner shall deliver a true copy of a deed or other instrument of acquisition of title to the Association.

D. The Association shall have two (2) classes of voting membership:

1. "Class A Members" shall be all Members, with the exception of Declarant while Declarant is a Class B Member, each of whom shall be entitled to one (1) vote for each Lot owned.

2. "Class B Members" shall be Declarant, who shall be entitled to three times the total number of votes of the Class A Members plus one. Class B membership shall cease and be converted to Class A membership upon the earlier to occur of the following events ("Turnover Date"):

(i) Three (3) months after the conveyance of ninety percent (90%) of the "Total Developed Lots" (as defined in Article X.C hereof) by Declarant, as evidenced by the recording of instruments of conveyance of such Lots amongst the Public Records of the County; or

(ii) At such time as Declarant shall designate in writing to the Association.

On the Turnover Date, Class A Members, including Declarant, shall assume control of the Association and elect not less than a majority of the Board.

E. The designation of different classes of membership are for purposes of establishing the number of votes applicable to certain Lots, and nothing herein shall be deemed to require voting solely by an individual class on any matter which requires the vote of Members, unless otherwise specifically set forth in the Arborwood South Documents.

F. No Member may assign, hypothecate or transfer in any manner his membership in the Association except as an appurtenance to his Lot.

G. Any Member who conveys or loses title to a Lot by sale, gift, inheritance, devise, bequest, judicial decree or otherwise shall, immediately upon such conveyance or loss of title, no longer be a Member with respect to such Lot and shall lose all rights and privileges of a Member resulting from ownership of such Lot.

H. There shall be only one (1) vote for each Lot, except for the Class B Members as set forth herein. If there is more than one Member with respect to a Lot as a result of the fee interest in such Lot being held by more than one person, such Members collectively shall be entitled to only one (1) vote. The vote of the Owners of a Lot owned by more than one natural person or by a corporation or other legal entity shall be cast by the person named ("Voting Member") in a certificate signed by all of the Owners of the Lot, or, if appropriate, by properly designated officers, partners or principals of the respective legal entity, and filed with the Secretary of the Association, and such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not filed with the Secretary of the Association, the Owners of such Lot shall lose their right to vote until such a certificate is filed with the Secretary of the Association, but the Lot shall be considered for purposes of establishing a quorum.

Notwithstanding the foregoing provisions, whenever any Lot is owned by a husband and wife they may, but shall not be required to, designate a Voting Member. In the event a certificate designating a Voting Member is not filed by the husband and wife, the following provisions shall govern their right to vote:

1. When both are present at a meeting, each shall be regarded as the agent and proxy of the other for purposes of casting the vote for each Lot owned by them. In the event they are unable to concur in their decision upon any topic requiring a vote, they shall lose their right to vote on that topic at that meeting, but shall count for purposes of establishing a quorum.

2. When only one (1) spouse is present at a meeting, the person present may cast the Lot vote without establishing the concurrence of the other spouse, absent any prior written notice to the contrary by the other spouse. In the event of prior written notice to the contrary to the Association by the other spouse, the vote of said Lot shall not be considered, but shall count for purposes of establishing a quorum.

3. When neither spouse is present, the person designated in a "Proxy" (as defined in the Bylaws) signed by either spouse may cast the Lot vote, when voting by Proxy is allowed, absent any prior written notice to the contrary to the Association by the other spouse or the designation of a different Proxy by the other spouse. In the event of prior written notice to the contrary to the Association or the designation of a different Proxy by the other spouse, the vote of said Lot shall not be considered, but shall count for purposes of establishing a quorum.

I. Unless some greater number is provided for in the Arborwood South Documents, a quorum shall consist of persons entitled to cast at least thirty percent (30%) of the total number of votes of the Members.

ARTICLE VI
TERM

The term for which this Association is to exist shall be perpetual. In the event of dissolution of the Association (unless same is reinstated), other than incident to a merger or consolidation, all of the assets of the Association (other than the Drainage System, which shall be conveyed to an appropriate agency of local government having jurisdiction thereof, unless such agency does not accept same) shall be conveyed to a similar homeowners association or a public agency having a similar purpose, or any Member may petition the appropriate circuit court of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and its properties in the place and stead of the dissolved Association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties. In the event of dissolution of the Association and conveyance of the Drainage System to an appropriate agency of local government having jurisdiction thereof as aforesaid, such agency shall have reasonable rights of access to the Property consisting of the Drainage System to operate, maintain, repair and replace the Drainage System.

ARTICLE VII
INCORPORATOR

The name and address of the Incorporator of these Articles is:

Steven M. Helfman
1600 Sawgrass Corporate Parkway, Suite 300
Sunrise, Florida 33323

ARTICLE VIII
OFFICERS

The affairs of the Association shall be managed by the President of the Association, assisted by the Vice President(s), Secretary and Treasurer, and, if any, by the Assistant Secretary(ies) and Assistant Treasurer(s), subject to the directions of the Board. Except for officers elected prior to the Turnover Date, officers must be Members, or the parents, children or spouses of Members.

The Board shall elect the President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time, determine. The President shall be elected from amongst the membership of the Board, but no other officer need be a Director. The same person may hold two or more offices, the duties of which are not incompatible; provided, however, the office of President and a Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

ARTICLE IX
FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President	-	Tambra Wolfe
Vice President	-	Patricia Campbell
Secretary/Treasurer	-	N. Maria Menendez

ARTICLE X
BOARD OF DIRECTORS

A. The number of Directors on the first Board of Directors of the Association ("First Board") shall be three (3). The number of Directors on the "Initial Elected Board" (as hereinafter defined) shall be five (5). The number of Directors elected by the Members subsequent to the "Declarant's Resignation Event" (as hereinafter defined) shall be not less than three (3) nor more than seven (7), as the Board shall from time to time determine prior to each meeting at which Directors are to be elected. Except for Declarant-appointed Directors, Directors must be Members or the parents, children or spouses of Members. Each Director shall have only one (1) vote.

B. The names and addresses of the persons who are to serve as Directors on the First Board are as follows:

NAMES	ADDRESSES
Tambra Wolfe	1600 Sawgrass Corporate Parkway, Suite 300 Sunrise, Florida 33323
Patricia Campbell	1600 Sawgrass Corporate Parkway, Suite 300 Sunrise, Florida 33323
N. Maria Menendez	1600 Sawgrass Corporate Parkway, Suite 300 Sunrise, Florida 33323

Declarant reserves the right to replace and/or designate and elect successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided.

C. Declarant initially intends that Arborwood South, if and when ultimately developed, will contain approximately seven hundred forty-five (745) Lots with a Home constructed on each Lot ("Developed Lots"). For purposes of this paragraph, "Total Developed Lots" shall mean the seven hundred forty-five (745) Developed Lots which Declarant initially intends to develop in Arborwood South. Notwithstanding the foregoing, Declarant has reserved the right in the Declaration to modify its plan of development for Arborwood South (including, without limitation, the right to modify the product types to be constructed) and to add land to and withdraw land from Arborwood South. Therefore, the total number of Lots and Homes within Arborwood South, and thus the term "Total Developed Lots," may refer to a number greater or lesser than seven hundred forty-five (745). Notwithstanding anything to the contrary, with respect to any portion(s) of Arborwood South submitted to the condominium form of ownership, "Developed Lots" shall refer to the individual condominium units thereof and not the parcel(s) of real property on which the Condominium is constructed.

D. Upon the Turnover Date, the Members other than Declarant ("Purchaser Members") shall be entitled to elect not less than a majority of the Board. The election of not less than a majority of the Board by the Purchaser Members shall occur at a special meeting of the membership to be called by the Board for such purpose ("Initial Election Meeting"). The First Board shall serve until the Initial Election Meeting.

E. The Initial Election Meeting shall be called by the Association, through the Board, within sixty (60) days after the Purchaser Members are entitled to elect a majority of Directors as provided in Paragraph D hereof. A notice of meeting shall be forwarded to all Members in accordance with the Bylaws; provided, however, that the Members shall be given at least fourteen (14) days prior notice of such meeting. The notice shall also specify the number of Directors which shall be elected by the Purchaser Members and the remaining number of Directors designated by Declarant.

F. At the Initial Election Meeting, Purchaser Members, who shall include all Members other than Declarant, the number of which may change from time to time, shall elect three (3) of the Directors, and Declarant, until the Declarant's Resignation Event, shall be entitled to designate two (2) Directors (same constituting the "Initial Elected Board"). Declarant reserves and shall have the right, until the Declarant's Resignation Event, to name the successor, if any, to any Director it has so designated.

G. The Board shall continue to be so designated and elected, as described in Paragraph E above, at each subsequent "Annual Members' Meeting" (as defined in the Bylaws), until the Annual Members' Meeting following the Declarant's Resignation Event or until a Purchaser Member-elected Director is removed in the manner hereinafter provided.

A Director (other than a Declarant-appointed Director) may be removed from office upon the affirmative vote or agreement in writing of a majority of the voting interests of Purchaser Members for any reason deemed to be in the best interests of the Purchaser Members. A meeting of the Purchaser Members to so remove a Director (other than a Declarant-appointed Director) shall be held upon the written request of ten percent (10%) of the Purchaser Members. Any such recall shall be effected and a recall election shall be held, if applicable, as provided in the HOA Act.

H. Upon the earlier to occur of the following events ("Declarant's Resignation Event"), Declarant shall cause all of its designated Directors to resign:

1. When Declarant no longer holds at least five percent (5%) of the Total Developed Lots for sale in the ordinary course of business and all Lots sold by Declarant have been conveyed as evidenced by the recording of instruments of conveyance of such Lots amongst the Public Records of the County; or

2. When Declarant causes the voluntary resignation of all of the Directors designated by Declarant and does not designate replacement Directors.

Upon Declarant's Resignation Event, the Directors elected by Purchaser Members shall elect a successor Director to fill the vacancy caused by the resignation or removal of Declarant's designated Director. This successor Director shall serve until the next Annual Members' Meeting and until his successor is elected and qualified. In the event Declarant's Resignation Event occurs prior to the Initial Election Meeting, the Initial Election Meeting shall be called in the manner set forth in Paragraph G of this Article X, and all of the Directors shall be elected by the Purchaser Members at such meeting.

I. At each Annual Members' Meeting held subsequent to Declarant's Resignation Event, all of the Directors shall be elected by the Members. At the first Annual Members Meeting held after the Initial Election Meeting, a "staggered" term of office of the Board shall be created as follows:

1. a number equal to fifty percent (50%) of the total number of Directors rounded up to the nearest whole number is the number of Directors whose term of office shall be established at two (2) years and the Directors serving for a two (2) year term will be the Directors receiving the most votes at the meeting; and

2. the remaining Directors' terms of office shall be established at one (1) year.

At each Annual Members' Meeting thereafter, as many Directors of the Association shall be elected as there are Directors whose regular term of office expires at such time, and the term of office of the Directors so elected shall be for two (2) years, expiring when their successors are duly elected and qualified.

J. The resignation of a Director who has been designated by Declarant or the resignation of an officer of the Association who has been elected by the First Board shall be deemed to remise, release, acquit, satisfy and forever discharge such Director or officer of and from any and all manner of action(s), cause(s) of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the Association or Purchaser Members had, now have or will have or which any personal representative, successor, heir or assign of the Association or Purchaser Members hereafter can, shall or may have against said Director or officer for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of such resignation, except for such Director's or officer's willful misconduct or gross negligence.

ARTICLE XI
INDEMNIFICATION

Each and every Director and officer of the Association shall be indemnified by the Association against all costs, expenses and liabilities, including attorney and paralegal fees at all trial and appellate levels and postjudgment proceedings, reasonably incurred by or imposed upon him in connection with any negotiation, proceeding, arbitration, litigation or settlement in which he becomes involved by reason of his being or having been a Director or officer of the Association, and the foregoing provision for indemnification shall apply whether or not such person is a Director or officer at the time such cost, expense or liability is incurred. Notwithstanding the above, in the event of a settlement in connection with any of the foregoing, the indemnification provisions provided in this Article XI shall not be automatic and shall apply only when the Board approves such settlement and reimbursement for the costs and expenses of such settlement as being in the best interest of the Association, and in the event a Director or officer admits that he is or is adjudged guilty of willful misconduct or gross negligence in the performance of his or her duties, the indemnification provisions of this Article XI shall not apply. The foregoing right of indemnification provided in this Article XI shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer of the Association may be entitled under statute or common law.

ARTICLE XII
BYLAWS

The Bylaws shall be adopted by the First Board, and thereafter may be altered, amended or rescinded in the manner provided for in the Bylaws. In the event of any conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

ARTICLE XIII
AMENDMENTS

A. Prior to the First Conveyance, these Articles may be amended only by an instrument in writing signed by the Declarant and filed in the Office of the Secretary of State of the State of Florida.

B. After the First Conveyance and prior to the Turnover Date, these Articles may be amended solely by a majority vote of the Board, without the prior written consent of the Members, at a duly called meeting of the Board.

C. After the Turnover Date, these Articles may be amended in the following manner:

1. (a) The Board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the Members, which may be at either the Annual Members' Meeting or a special meeting. Any number of proposed amendments may be submitted to the Members and voted upon by them at one meeting.

(b) Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member within the time and in the manner provided in the Bylaws for the giving of notice of meetings.

(c) At such meeting, a vote of the Members shall be taken on the proposed amendment(s). The proposed amendment(s) shall be adopted upon receiving the affirmative vote of a majority of the total number of Members in the Association.

2. An amendment may be adopted by a written statement (in lieu of a meeting) signed by all Members and all members of the Board setting forth their intention that an amendment to the Articles be adopted.

D. After the First Conveyance, these Articles may not be amended without the written consent of a majority of the members of the Board.

E. Notwithstanding any provisions of this Article XIII to the contrary, these Articles shall not be amended in any manner which shall prejudice the rights of any "Institutional Mortgagee" (as such term is defined in the Declaration) without the prior written consent of such Institutional Mortgagee.

F. Notwithstanding the foregoing provisions of this Article XIII to the contrary, no amendment to these Articles shall be adopted which shall abridge, prejudice, amend or alter the rights of Declarant without the prior written consent of Declarant, including, but not limited to, Declarant's right to designate and select members of the First Board or otherwise designate and select Directors as provided in Article X above, nor shall any other amendment be adopted or become effective without the prior written consent of Declarant.

G. Any instrument amending these Articles shall identify the particular article or articles being amended and shall provide a reasonable method to identify the amendment being made. A certified copy of each such amendment shall be attached to any certified copy of these Articles, and a copy of each amendment certified by the Secretary of State shall be recorded amongst the Public Records of the County.

ARTICLE XIV
REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 1600 Sawgrass Corporate Parkway, Suite 300, Sunrise, Florida 33323 and the initial registered agent of the Association at that address shall be Steven M. Helfman, Esq.

IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature, this 3rd day of January, 2006.

STEVEN M. HELFMAN

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STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 3rd day of January, 2006, by Steven M. Helfman, the person described as the Incorporator of these Articles who executed the foregoing Articles of Incorporation and who is personally known to me.

[NOTARIAL SEAL]

Michelle DeRosa Mulay
Commission # DD405784
Expires March 10, 2009
Bonded Thru Fain - Insurance, Inc. 800-385-7019

Michelle DeRosa Mulay
Notary Public, State of Florida

The undersigned hereby accepts the designation of Registered Agent as set forth in Article XIV of these Articles of Incorporation, and acknowledges that he is familiar with and accepts the obligations imposed upon registered agents under the Florida Not For Profit Corporation Act.

STEVEN M. HELFMAN

Dated: January 3, 2006

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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Linda Doggett, Lee County Clerk of Circuit Court
INSTR. # 2020000140244, Doc Type RES, Pages 34, Recorded 6/19/2020 at 9:18 AM, Deputy Clerk SJENSEN ERECORD
Rec Fees: $290.50

Prepared by and Return to:

Marina Bay of Fort Myers Homeowners Association, Inc.
1600 Sawgrass Corporate Parkway, Suite 400
Sunrise, Florida 33323

SPACE ABOVE THIS LINE FOR PROCESSING DATA

CERTIFICATE OF RECORDING
THE FOURTH AMENDED AND RESTATED RULES AND REGULATIONS FOR MARINA BAY OF FORT MYERS HOMEOWNERS ASSOCIATION, INC.

THIS CERTIFICATE OF RECORDING THE FOURTH AMENDED AND RESTATED RULES AND REGULATIONS FOR MARINA BAY OF FORT MYERS HOMEOWNERS ASSOCIATION, INC. (this "Certificate of Recording") is made this 16th day of June, 2020 by **MARINA BAY OF FORT MYERS HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation (the "Association"), as follows:

RECITALS

WHEREAS, on July 15, 2015, the Declaration of Covenants, Restrictions and Easements for Marina Bay was recorded in the Official Records of Lee County, Florida, as Instrument No. 2015000153826 (the "Declaration"); and

WHEREAS, the Board of Directors of the Association adopted the initial Rules and Regulations for Marina Bay of Fort Myers Homeowners Association, Inc. (the "Association") on July 15, 2015, pursuant to Section 10 of the Bylaws for the Association, which Bylaws are recorded as an exhibit to the Declaration (the "Bylaws"); and

WHEREAS, the Board of Directors of the Association adopted the Amended and Restated Rules and Regulations on April 13, 2017, the Second Amended and Restated Rules on November 9, 2017 and the Third Amended and Restated Rules and Regulations on November 7, 2018 in accordance with Section 10 of the Bylaws. The Third Amended and Restated Rules and Regulations was recorded on December 10, 2018 in the Official Records of Lee County, Florida, as Instrument No. 2018000287036 and amended by the First Amendment of the Third Amended and Restate Rules and Regulations recorded on June 28, 2019 in the Official Records of Lee County, Florida, as Instrument No. 2019000152816; and

WHEREAS, the Association desires to amend the Third Amended and Restated Rules and Regulations (the "Rules and Regulations") in accordance with the Section 10 of the Bylaws at a duly called meeting of the Board; and

WHEREAS, Pursuant to Section 4.15 of the Bylaws of the Association, any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, specifically setting forth the action to be taken, shall be signed by all the Directors entitled to vote with respect to the subject matter thereof and such consent shall have the same force and effect as a unanimous vote of the Directors. As of the date of this amendment, the First Conveyance has occurred but the Turnover Date has not yet occurred; and

WHEREAS, by Unanimous Written Consent, on March 10, 2020, the Board of Directors adopted the Fourth Amended and Restated Rules and Regulations for Marina Bay of Fort Myers Homeowners Association, Inc. (attached hereto as Exhibit "A") pursuant to the provisions of Section 10 of the Bylaws.

NOW, THEREFORE, the undersigned hereby certify that the following the Fourth Amended and Restated Rules and Regulations for Marina Bay of Fort Myers Homeowners Association, Inc. are a true and correct copy of the amendments as adopted by the Board of Directors:

1. **Preface.** The foregoing recitals are true and correct and are hereby incorporated as if fully set forth herein.

2. **Rules and Regulations.** The Fourth Amended and Restated Rules and Regulations for Marina Bay of Fort Myers Homeowners Association, Inc. approved on March 10, 2020 is attached hereto as Exhibit "A".

IN WITNESS WHEREFORE, this Certificate of Recording has been signed by the Association on the date set forth below.

ASSOCIATION:

MARINA BAY OF FORT MYERS HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit

By: _____
Name: N. Maria Menendez
Title: Secretary

WITNESSES AS TO ASSOCIATION:

_____
Signature
Print Name Colleen Colton

_____
Signature
Print Name Carolyn C Torrisi

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 16 day of June, 2020, by N. Maria Menendez, as Secretary of Marina Bay of Fort Myers Homeowners Association Inc., a Florida not-for-profit corporation. She is personally known to me.

_____
Notary Public, State of Florida

Carolyn C Torrisi
Print Name of Notary Public

My Commission Expires:

Notary Public State of Florida
Carolyn C. Torrisi
My Commission GG 271157
Expires 01/03/2023

EXHIBIT "A"

THE FOURTH AMENDED AND RESTATED RULES AND REGULATIONS OF MARINA BAY OF FORT MYERS HOMEOWNERS ASSOCIATION, INC.

MARINA BAY HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS

GENERAL

These Rules and Regulations are designed for the mutual benefit of all Owners. All Rules and Regulations shall apply to and be binding upon all Owners. Notwithstanding the foregoing, the Rules and Regulations shall not apply to Declarant or Declarant's agents, employees or contractors or to Lots or Homes owned by Declarant until they are conveyed to Owners. All initial capitalized terms used herein, but not defined, shall have the meaning given to such terms as set forth in the Declaration of Covenants, Restrictions and Easements for Marina Bay, as amended and/or supplemented from time to time (the "Declaration").

1. Responsibility. With respect to compliance with the Rules and Regulations, an Owner shall be held responsible for the actions of such Owner, and such Owner's family members, guests, invitees, tenants, contractors and other persons for whom Owner is responsible, as well as for the actions of persons over whom Owner exercises control and supervision.

2. Observance of Governmental Requirements. All applicable laws, ordinances, codes, orders, rules, regulations and requirements of all governmental bodies having jurisdiction (collectively, "Governmental Requirements") shall be observed. Violations of any Governmental Requirements relating to the Association Property or any Lot or Home shall be corrected by, and at the sole expense of, the responsible Owner and, as appropriate, the violator.

3. Improper Use. No improper, hazardous or unlawful use shall be made of the Association Property or any Home or Lot.

4. Nuisance. No obnoxious activity shall be carried on at any Home or Lot or in or about any portion of the Community. Nothing shall be done which may be an unreasonable annoyance or a nuisance to any other Owner or which interferes with the peaceful possession or proper use of the Homes or the surrounding areas. Nothing shall be done within the Association Property or any Home or Lot which tends to cause embarrassment, discomfort, unreasonable annoyance or nuisance to any Owner or such Owner's family members, guests, invitees and tenants using any portion of the Community.

5. Disturbance. No loud noises or noxious odors shall be permitted. None of the following shall be located, used or placed on any Lot or inside any Home, or exposed to other Owners without the prior written approval of the Board of Directors (the "Board"): (a) horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes); (b) noisy vehicles, power equipment, power tools or off-road motor vehicles; or (c) any items which may unreasonably interfere with television or radio reception. Owners shall not operate radios, televisions, musical instruments or any other noise producing items at times or at volume levels which shall disturb others.

6. Violations. Violations of any Rule or Regulation shall subject the responsible Owner and/or violator to any and all remedies available to the Association pursuant to the Marina Bay Documents(as defined in the Declaration), including all rules and regulations promulgated by the Association, and the Homeowners' Association Act (Section 720 of the Florida Statutes). All violations of any of the Rules and Regulations should be reported immediately to the Board or its designees. Violations shall be called to the attention of the responsible Owner(s) and, as appropriate, the violator(s) by the Board or its designees in writing. Disagreements concerning violations shall be presented to and be ruled upon by the Board or its designees in accordance with the Declaration and the Homeowners' Association Act.

7. Enforcement. Failure of an Owner to comply with any Rule or Regulation adopted by the Association shall be grounds for action which may include an action to recover sums due for damages, injunctive relief or any combination thereof. In addition to all other remedies for failure to comply with any Rule or Regulation, the Association may suspend any or all of the rights of an Owner or an Owner's tenants, guests or invitees to use the Association Property and facilities (including, without limitation, the Recreation Tract) as provided in the Declaration. In any actions, the Association shall be entitled to recover any and all court costs incurred by it, together with reasonable attorney's fees, against the responsible Owner(s) and, as appropriate, any violator(s). In addition, and in the sole discretion of the Board, fines may be imposed upon an Owner for failure to comply with any Rule or Regulation. Procedures for the impositions of fines are spelled out in the Declaration and the Homeowners' Association Act.

MARINA BAY HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS

GENERAL (continued)

8. Revocation. Any waivers of the Rules and Regulations and/or consents or approvals in violation of the Rules and Regulations given by the Board shall be revocable at any time and shall not be considered as a waiver, consent or approval of identical or similar situations unless set forth in writing by the Board.

9. No Amendment. The Rules and Regulations contained in this document do not amend any provision of the Declaration. In the event of conflict between the two, the provisions of the Declaration shall prevail.

10. Further Amendment. The Board reserves the right to amend, clarify or alter these Rules and Regulations at any time.

MARINA BAY HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS

ADDITIONS AND ALTERATIONS

As provided in the Declaration, no Owner shall make any improvement, addition or alteration to such Owner's Lot or the exterior of such Owner's Home without the prior written approval of the Architectural Control Committee ("Committee"). All requests for Committee approval of any Improvement (as defined below) must be on the form designated for this purpose by and available from the Association. No changes shall be commenced until such time as the Owner is in receipt of written approval from the Committee.

ARCHITECTURAL CONTROL COMMITTEE (COMMITTEE):

All exterior improvements, additions, modifications, decorations or alterations to the Lot or Home (the "Improvement") shall be reviewed by and have written approval given by the Committee. The Committee shall require the submission of plans and specifications showing the materials, color, structure, dimensions and location of the proposed Improvement in sufficient detail to assure compliance with any criteria established for approvals. Submissions shall be accompanied by justification or reasoning for the Improvement and the security deposit, if any, required by the Board to cover the costs of incidental damage caused to Association Property or to an adjacent Lot or Home by virtue of an Owner's construction of improvements, additions or alterations to such Owner's Lot or exterior of the Home. Notwithstanding any criteria established, the Committee shall in its discretion determine whether the Improvement shall be in harmony with or detrimental to the appearance of the Community. The Committee shall approve or disapprove the request within 45 days from receipt of all requested submission plans and materials. In the event the Committee fails to approve or disapprove a request in writing within 45 days of receipt of all requested plans, materials and information, unless a request is specifically deferred, the request shall automatically be deemed disapproved. The Committee shall employ the following minimum criteria for approval or rejection of requests:

(i) Uniformity of type and design in relation to similar improvements.

(ii) Comparability of quality of materials as used in existing improvements.

(iii) Uniformity with respect to color, size and location.

(iv) Consistency with municipal requirements.

If approved by the Committee, all construction shall be subject to the terms and conditions set forth in the Committee's approval, Marina Bay Documents and any applicable Governmental Requirements, including, without limitation, obtaining all proper permits.

MARINA BAY HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS

ADDITIONAL GUIDELINES FOR ADDITIONS AND ALTERATIONS

Without limiting the generality of the criteria included on Page 2 of these Rules and Regulations and without curtailing the right of the Committee or the Board in rejecting certain requests or employing judgment in evaluating requests, the following guidelines shall be considered when evaluating requests for Improvements. Note that, even in the event of strict compliance with the following guidelines, prior approval from the Committee shall be required for each and every of the following items:

1. Painting. The painting, staining or varnishing of the exterior of the Home, including doors and garage doors, may be approved only if the colors and style are consistent with existing improvements. Declarant's original paint color schemes provided to its original purchasers shall be the basis for determining consistency with existing improvements. No Home shall have the same exterior color scheme as either of the homes placed next to it whose front elevation is on the same street frontage. Except for touch-up, maintenance and/or repairs, the Owner of a Twin Villa shall not be permitted to paint any portion of the exterior of their respective Homes and any such painting shall be the same color as the other portion of the Twin Villa building.

2. Metal or Aluminum Roofs. Metal or aluminum roofs shall not be permitted.

3. Temporary Structures. No tents, trailers, shacks, utility sheds or other temporary buildings or structures shall be constructed or otherwise placed on a Lot.

4. Antennae. No antennae, microwave receiving devices, satellite receiving devices, aerials or ham radios shall be placed or erected on any Lot, within any Home or upon any other portion of the Community, except to the extent applicable law requires the Association to permit any such device, in which case such improvement shall be subject to all of the other requirements of Marina Bay Documents and the Committee to the maximum extent permitted by law. Satellite dishes which are reasonable in size (such as one (1) meter (39.37 inches) or less in diameter) may be approved, subject to any rules adopted by the Association relating to the location and effectiveness with respect to concealing their appearance from adjacent lots and rights of way.

5. Driveways. Approval for the widening of driveways may be considered if the width shall be no wider than the outside width of the garage and only if finished with material of a selection, color and style consistent with the original installation. Approval for the refinishing of driveways with brick pavers may be approved only if the colors and styles are consistent with existing improvements and it does not interfere with any existing utilities, as determined by the Association. Owner assumes the responsibility for continued maintenance, repair and replacement of the extended driveway areas. Declarant's original brick paver schemes provided to its original purchasers (on either a standard or optional basis) shall be the basis for determining consistency with existing improvements.

6. Screen Enclosures. Approval for screen enclosures shall be limited to aluminum frame structures which are bronze color only and screen meshes on the enclosure which are a standard dark color (e.g. charcoal, bronze or black). Kick plates may be approved which are no taller than 24" above the patio deck. Obscure screen materials shall be prohibited. No enclosures shall be permitted at the front entries if the proposed structure extends beyond the face of the covered entry, except where functionality of the front door of the home is affected, in which event the enclosure may be extended, but only to the extent the enclosure is no more than 48" from the front door of the Home. No aluminum or flat roofing material shall be permitted. Either the existing roof line may be extended or a screen enclosure may be installed if approved by the Committee. The composition of all pitched roofs shall be consistent with the composition of the existing roof of such home.

7. Awnings. An Owner shall not install or attach any awnings to such Owner's Home without the prior written consent of the Committee. The Committee shall have the right to adopt, and amend from time to time, guidelines governing the type, design, size and color of awnings which may be permitted, and restrictions relating to locations and the maintenance of the awnings.

8. Exterior Lighting. Except for seasonal decorative lights, which may be displayed between Thanksgiving and January 31 only, all exterior lights must be approved by the Committee. Approval may be given for lighting fixtures (e.g. coach lights and entry chandeliers), subject to limited wattage, fixture sizes which are to scale with others in Community and fixture styles which are consistent with others in the Community.

9. Above Ground Swimming Pools and Spas. Above ground swimming pools shall not be permitted. Above ground spas shall not be permitted unless: (i) the entire spa is located under a covered patio area of the Home, or (ii)

MARINA BAY HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS

ADDITIONAL GUIDELINES FOR ADDITIONS AND ALTERATIONS (continued)

the entire spa is located within the screen enclosure of the Home and ~~(ii)~~ the entire base of the spa shall at all times be screened from view by all adjacent Lot Owners and from the street with the use of hedges and/or landscaping. Owner shall be required to submit a landscaping plan to the Committee to show proper screening of the spa base. Owner shall be responsible to maintain, repair and replace from time to time any hedges and/or landscaping which may be approved as part of the screening requirements for the spa.

10. Fountains and Sculptures. All fountains and sculptures to be installed in the exterior of the Home must be approved by the Committee. Certain fountains may be considered for approval if installed with timers and if to scale with the area of installation. Approved fountains may only be installed in the rear yard of an Owner's Lot, but in no event in a manner which obstructs or interferes with the view of a Lake by an adjacent Lot Owner in a material way. No fountain shall be approved or installed which exceeds 48" in height. Fountains shall only be permitted to run between the hours of 8:00 a.m. and 11:00 p.m.

11. Conversion of Garages. Conversions of garages to air conditioned livable space shall not be permitted.

12. Garage Door Screening. No portion of the opening to any garage door may be covered or enclosed by screen material.

13. Outdoor Furniture. Approval of outdoor furniture may be permitted ~~only~~in the front covered entryway of a Home. Approval is not required for any outdoor furniture located in the rear yard of a Lot~~, provided~~. Notwithstanding the foregoing, Owner ~~assumes the responsibility for maintenance, including the control~~shall maintain all such outdoor furniture free of mildew, rust, wood rot and deterioration of equipment components.

14. Solar Panels. An Owner shall not install or attach any solar panel to the Home without the prior written consent of the Committee. The Committee shall have the right to adopt and amend from time to time, guidelines governing the type, design and size of solar panels which may be permitted, and restrictions relating to locations and the maintenance of the solar panels.

15. Pergolas. Pergolas may be approved by the Committee, but in no event in a manner which obstructs or interferes with the view of a Lake by an adjacent Lot Owner in a material way. All pergolas must include concrete footers or other mechanism to permanently secure the structure.

16. Underground Propane Storage Tanks for Gas Appliances. No portion of an underground propane storage tank associated with gas appliances shall encroach onto: (a) any Association Property, (b) any other Lot in the Community, (c) any easements benefiting or burdening the Lot including, without limitation, drainage easements, lake maintenance easements and/or lake maintenance access easements, fence and hedge easement, wall and hedge easements, or (d) drainage swales on the Lot. In addition to the foregoing, the location shall otherwise comply with all Governmental Requirements and all applicable setback requirements set forth in the Marina Bay Documents and Governmental Requirements. All applications to the Committee for approval of underground propane storage tanks shall include, in addition to other standard information: (a) the make, model, and propane capacity for the storage tank, (b) an indemnification and hold harmless agreement from the Owner(s) of the Lot in favor of the Association, the Committee and all other Owners, (c) a survey showing the general location and placement of the storage tank. The survey shall depict (i) the size and location of the storage tank and the distances from the Home on the Lot and the Home(s) adjacent to the Lot on the side(s) where the storage tank, and (ii) the location of all easements and applicable setbacks affecting the Lot to show that no portion of the storage tank encroaches thereon. A licensed and insured LP gas contractor must be used to install the underground propane storage tank and any necessary plumbing. The underground propane storage tank must be regularly and properly maintained, repaired and replaced, as applicable, by the Owner of the Lot on which such storage tank is installed.

17. Setbacks. All Improvements (including, without limitation, pools and screen enclosures) shall comply with all setbacks and other dimensional requirements imposed by the appropriate development order for the Community as well as all other applicable Governmental Approvals. In addition to the setbacks as may be required, the edge of the pool water must be a minimum of five feet (5') from the footprint of the Home, which shall include the covered patio, if applicable.

18. Rear Yard Drainage Swale Easement. Except as expressly provided in this paragraph, and except for any improvements, landscaping and other additions made or installed by Declarant, no planting, landscaping and/or

MARINA BAY HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS

ADDITIONAL GUIDELINES FOR ADDITIONS AND ALTERATIONS (continued)

improvements whatsoever, including, without limitation, pool decks, patios, screen enclosures, hedges, trees, etc. shall be permitted within the rear five (5') feet (the "Rear Yard Drainage Swale Area") of any "Non-Lake Lot" which for the limited purposes of this paragraph is defined to mean a Lot in which no portion of such Lot is abutting any portion of a lake maintenance easement. The Rear Yard Drainage Swale Area is for drainage and flowage of storm water runoff. ~~Notwithstanding the first sentence of this paragraph to the contrary, subject to the prior written approval from the Committee, an Owner of a Non-Lake Lot may install a pool/spa deck, patio and/or screen enclosure within the Rear Yard Drainage Swale Area provided that such pool/spa deck, patio and/or screen enclosure is constructed in a manner that will not cause storm water runoff to discharge therefrom onto any adjacent property (including, without limitation, any adjacent Owner's Lot or Association Property). In that regard, no pool/spa deck, patio and/or screen enclosure to be constructed within a Rear Yard Drainage Swale Area shall be approved by the Committee unless such pool/spa deck, patio and/or screen enclosure is designed and constructed in a manner that will retain all storm water runoff within the Non-Lake Lot including, without limitation, installation of a commercial grade deck drain that will collect such runoff and discharge it to the side yard of the Non-Lake Lot. In addition~~Notwithstanding the first sentence of this paragraph to the contrary, each Owner of a Non-Lake Lot shall have the right to seek approval from the Committee for the installation of a fence across the Rear Yard Drainage Swale Area to the rear property line of such Owner's Non-Lake Lot, subject to the terms and conditions of the Marina Bay Documents and the prior approval of the Committee.

19. Review and Inspection Fees. The Committee may set, establish and charge fees ("Review and Inspection Fees") for, among other things, processing Owner's request for proposed Improvements, review of the plans and specifications for proposed Improvements and inspection of the Improvements constructed by an Owner, which review and inspection may be performed by third parties. The Committee may require such Review and Inspection Fees be paid in advance (i.e., at the time of submission of the Owner's application). In the event any Review and Inspection Fees remain unpaid by an Owner, in addition to the other rights of the Association, the Committee shall have the right, at its option, to: (i) not release the security deposit described below until all Review and Inspection Fees have been paid, or (ii) deduct all unpaid Review and Inspection Fees from any security deposit required to be paid by such Owner. In addition (and in addition to any other remedies under and pursuant to the Marina Bay Documents for a failure of an Owner to perform Owner's obligations), if any Review and Inspection Fees are not paid by an Owner, the Board may levy an Assessment against such Owner for such unpaid Review and Inspection Fees, and said Assessment shall constitute a lien upon the applicable Lot and Home with the same force and effect as liens for Operating Expenses.

20. Security Deposit. Any Owner desiring to make Improvements may be required by the Committee, depending upon the Improvements being requested and the manner of installation of such Improvements, to provide to the Committee, at the time of the Owner's submission of plans and specifications for review and approval by the Committee~~,~~; (a) a security deposit in an amount determined by the Board (initially, Five Thousand and No/100 ~~Dollars~~ ($5,000.00~~)~~) Dollars) to cover costs of incidental damage caused to Association Property or to an adjacent Lot or Home by virtue of such Owner's construction of Improvements~~,~~ and/or (b) a certificate of insurance from the contractor and/or subcontractor which shall include: (i) general liability insurance for a minimum of one (1) million dollars and name Marina Bay Homeowners Association, Inc. as an "Additional Insured", and (ii) workers compensation or a state of Florida workers compensation exemption. The Committee shall have the sole and absolute discretion to determine whether a security deposit and/or certificate of insurance is required for the ~~Improvement~~Improvements being requested. ~~The~~In addition, the amount of the security deposit and/or insurance required may be increased or decreased as may be determined by the Board from time to time.

MARINA BAY HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS

ADDITIONAL GUIDELINES FOR ADDITIONS AND ALTERATIONS - FENCES

Without limiting the generality of the criteria included on Page 2 of these Rules and Regulations and without curtailing the right of the Committee or the Board in rejecting certain requests or employing judgment in evaluating requests, the following guidelines shall be considered when evaluating requests for fences. Note that, even in the event of strict compliance with the following guidelines, prior approval from the Committee shall be required for each and every fence installation:

1. Bronze aluminum rail fencing shall be the only permissible type of fencing on the Lots within the Community. Fence heights shall be four (4') feet in height, with pickets spaced no closer than three (3") inches on center and no thicker than one (1") inch, unless otherwise required by the Governmental Requirements.

2. No style of wood, PVC or chain link fence shall be approved.

3. An Owner of a Twin Villa Lot who desires to install a fence along the property line shared with the adjoining Twin Villa, shall be required to submit a consent form to the Committee from the Owner of the adjoining Twin Villa approving the installation of the requested fence.

4. Owners shall not be permitted to attach any items or objects to a fence without prior written approval from the Committee.

5. The Association may require in its sole discretion the planting of landscaping in conjunction with the installation of a fence.

6. Except as expressly permitted in the Declaration and/or these Rules and Regulations, no fence shall be approved or installed which encroaches into Association Property or other Lots, lakes, lake maintenance easements, lake maintenance access easements and/or open spaces.

7. No fence shall be approved which is not set back a minimum of 10' back from the front wall of the Home and at least 5' back from the sidewalk where applicable. No fences shall be attached to a neighbor's home. In considering requests for fence installations, the following may be taken into consideration: locations of air conditioning units; locations of garage access doors; and positions of adjacent Homes.

8. No fence shall be approved which extends in front of the front corner of a neighbor's Home where the two Homes are immediately adjacent to each other and where both Homes face the same direction. No fence shall be installed within the Fence Restricted Areas. The Fence Restricted Areas include (a) the area between the front of a Home and Street, Drive or Roadway at the front of the Lot on which the Home is situated, (b) any utility easement, and/or (c) any Lake, Lake Maintenance Easement and/or Lake Maintenance Access Easement.

9. For fences installed on corner Lots whose rear property line is common with the adjacent Lot's side property line and/or whose side property line is adjacent to or visible from a road, a landscape hedge must be installed on the outer side of the fence within the Lot to provide screening. For fences installed on corner Lots whose side property line is adjacent to a street or road, no fences shall be permitted to cross or be installed within any utility easement which runs along such side property line without the approval of the Committee and the utility company occupying the easement.

10. For any fence, if approved, the Owner shall be responsible for the costs associated with any required removal, repair and/or replacement if that fence is erected on or adjacent to a lot line common with a Lot where the house is not yet under construction or, if under construction, not yet closed to the new Owner.

11. For Lots with drainage easements, fence must have removable sleeves. The approval and execution of fence removal and indemnification agreement with the Association shall be required.

12. For any fence, if approved, the Owner shall be responsible to meet all City of Fort Myers requirements and criteria including, but not limited to, proper permitting and surveying.

13. For any fence, if approved, the Owner shall assume the responsibility to maintain the fence, including trimming any grass or other plants from the fence.

14. Except as otherwise provided in the Declaration, no fence shall be approved which: (i) attaches to the boundary or perimeter fence or wall located within any Open Space Area or other Association Property; or (ii) would otherwise fence-in or enclose any portion of an Open Space Area or other Association Property.

MARINA BAY HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS

ADDITIONAL GUIDELINES FOR ADDITIONS AND ALTERATIONS – FENCES (continued)

15. In accordance with the Declaration, an Owner who elects to install a fence on any portion of such Owner's Lot shall be required to install access gates in locations approved by the Committee which provide adequate and sufficient access to the Association to perform the maintenance obligations. Lake Lots shall be required to have a minimum of two (2) access gates installed in locations as determined by the Committee. Such gates shall be five (5') feet wide and may be located in the front, rear and/or both sides of the Lot, as determined by the Committee. In the event that access to any portion of a Lot by the Association becomes inaccessible or is impeded in any manner, the Owner of such Lot shall assume the full the responsibility for the maintenance and care of the lawn and landscaping located within that portion of the Lot which is inaccessible to the Association, and the Association shall have no further responsibility to do so as long as the Lot remains inaccessible or access is impeded. This maintenance includes, by way of example and not limitation, cutting of the grass, maintaining of the irrigation system, fertilization, spraying, mulching, edging and replacement of sod. There shall be no reduction in the Association assessments for the Owner in return for the preceding maintenance obligation assumed by the Owner. In addition, Owners of a Lot to which access by the Association is impeded shall be responsible to cutting and maintenance of any hedge located with Association Property which is immediately adjacent to such Owner's Lot.

16. To the extent a hedge is required to be installed as part of the fence approval issued by the Committee, or in the event an Owner desires to install a hedge in lieu of a fence, such hedge shall be subject to the same rules as fences as provided herein and must comply with all fencing guidelines contained within the Marina Bay Documents, including, without limitation, rules regarding providing access along the front and sides of the Lot for access by the Association to perform the Association's maintenance obligations, and any and all height and location restrictions.

MARINA BAY HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS

ADDITIONAL GUIDELINES FOR ADDITIONS AND ALTERATIONS - PERMANENT GENERATORS

Without limiting the generality of the criteria included in these Rules and Regulations and without curtailing the right of the Committee or the Board in rejecting certain requests or employing judgment in evaluating requests, the following guidelines shall be considered when evaluating requests for a permanent emergency generator and any underground propane storage tank and other appurtenances applicable to the permanent generator (collectively, a "Generator System"). Note that, even in the event of strict compliance with the following guidelines, prior approval from the Committee shall be required for each and every installation of a Generator System on a Lot:

1. Location. No above-ground portions of a Generator System shall be permitted to be installed within any portion of the front yard of a Lot. No portion of a Generator System shall encroach onto: (a) any Association Property, (b) any other Lot in the Community, (c) any easements benefiting or burdening the Lot including, without limitation, utility easements, drainage easements, lake maintenance easements, lake maintenance access easements, or (d) drainage swales on the Lot. In addition to the foregoing, the locations of the various components of the Generator System shall otherwise comply with all Governmental Requirements. The location of the Generator System shall also comply with all applicable setback requirements set forth in the Association Documents and Governmental Requirements.

2. Applications; Submittals. All applications for Generator Systems shall include, in addition to other standard information: (a) the make, model, propane capacity and sound level ratings for all components of the Generator System, and (b) an indemnification and hold harmless agreement from the Owner(s) of the Lot in favor of the Association, the Committee and all other Owners. With the application for installation of a Generator System, the Owner shall be required to submit a survey to the Committee showing the general location and placement of all components of the Generator System, including any underground propane storage tank. The survey shall depict (i) the location of all components of the Generator System including, without limitation, the storage tank and the distances from the Home on the Lot and the Home(s) adjacent to the Lot on the side(s) where the Generator System or any portion thereof is to be installed, (ii) the size and layout of the slab that the physical generator will be installed on, (iii) the location of all easements and applicable setbacks affecting the Lot to show that no portion of the Generator System encroaches thereon, and (iv) the location and size and species of any screening to be installed to screen the above-ground portions of the Generator System as required below.

3. Screening. Generators shall at all times be screened from view by all adjacent Lot Owners and from the street. Screening may include the use of landscaping or hedges, or a combination thereof, as determined by the Committee. Owner shall be required to submit a landscaping/screening plan to show proper screening of the Generator. Owner shall be responsible to maintain, repair and replace from time to time any landscaping and/or hedges which may be approved as part of the screening requirements for the Generator System.

4. Compliance with Governmental Requirements. For any Generator System approved by the Committee, the Owner shall at all times be responsible to comply with all Governmental Requirements relating to the installation and use of the Generator System including, without limitation, applicable setback requirements and maximum sound level restrictions. In that regard, all approvals for a Generator System shall require the Owner to obtain all necessary building permits and other approvals required by the Governmental Requirements. Regardless of an approval by the Committee, no Generator System may be installed or used without such building permits and approvals. No portion of an Owner's Security Deposit shall be returned to an Owner unless and until evidence satisfactory to the Committee of such compliance with Governmental Requirements has been delivered to the Committee.

5. Underground Propane Tanks and Plumbing. A licensed and insured LP gas contractor must be used to install any underground propane tank and any necessary plumbing.

6. Maintenance. All Generator Systems must be regularly and properly maintained, repaired and replaced, as applicable, by the Owner of the Lot on which such Generator System is installed.

7. Required Removals. For any Generator System, if approved, the Owner shall be responsible for the costs associated with any required removal, repair and/or replacement if the Generator System is erected on or adjacent to a lot line common with a Lot where the house is not yet under construction or, if under construction, not yet closed to the new Owner.

8. Limitations. Not all Lots in the Community may be able to have Generator System installed thereon due to, among other things, the Governmental Requirements, applicable setback requirements, location of easements and

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ADDITIONAL GUIDELINES FOR ADDITIONS AND ALTERATIONS - PERMANENT GENERATORS (continued)

the configuration of the Lot. Accordingly, even if an application for a Generator System is approved by the Committee, there is no guarantee that a particular Lot will accommodate a Generator System thereon. Accordingly, each Owner shall be responsible to confirm that their Lot can accommodate a Generator System prior to making application to the Committee and/or applying for any necessary permits and approvals.

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TRAMPOLINES

These Rules and Regulations regarding the use and location of trampolines are designed for the mutual benefit of all Owners. The mere fact that the Association has established rules regarding the use of trampolines on privately owned Lots should not be read, viewed, understood or taken as Association approval of the use or placement of any trampoline. These rules regarding trampolines are in addition to the Additional Guidelines for Additions and Alterations titled "Play Equipment".

1. Approval. No trampoline shall be installed or otherwise placed on the Lot of any Owner without the Owner first submitting an application and receiving approval from the Committee. All applications for a trampoline shall include, in addition to other standard information (a) the make, model and specifications of the trampoline, (b) a picture of the proposed trampoline, (c) the intended designated location for placement of the trampoline on the Lot, and (d) such other requirements as may be set out herein, and/or as requested by the Committee and/or the Board. The Committee, in its sole discretion, may, upon application of any Owner in accordance with this Rule, permit the trampoline to be placed on the Owner's Lot. Each submission will be evaluated separately, on a case by case basis. The approval by the Committee of placement of a trampoline on an Owner's Lot does not prohibit the Board or Committee from denying the placement of a trampoline on another Owner's Lot under similar circumstances. All Committee approvals are and shall remain contingent upon each Owner ensuring that upon issuance of a tropical storm, hurricane or severe weather watch or warning, the approved trampoline will be stored indoors.

2. Trampoline Materials. All trampolines must be constructed with heavy duty steel tubing and must not show rust on the exterior. All trampolines must include a fixed safety net designed to prevent a user from falling off the trampoline. All trampolines must be capable of being stored indoors.

3. Dangerous Activity; Hold Harmless. By submitting a request to the Committee to review and approve the placement of a trampoline on a Lot, the Owner shall be deemed to have automatically recognized and agreed that use of a trampoline is an inherently dangerous activity, and the Committee's approval of the placement of the trampoline is in no way an indication of acceptance of responsibility for, or liability by, the Association. By submitting such request to the Committee, the Owner shall be deemed to have automatically agreed, by virtue of such request, to release, hold harmless and indemnify the Association and its officers, directors and members, the Committee and its members, and the Declarant for any and all claims, damages, losses, judgments, liabilities, injuries (including personal injuries and/or death), fees, costs, and expenses including, without limitation, reasonable attorneys' fees, expert fees, and costs at all trial, appellate and post-judgment levels and proceedings arising from or related to the use and/or placement of the trampoline.

4. Trampoline Use. Use of a trampoline by anyone under the age of eighteen (18) is prohibited without adult supervision. No trampoline may be used unless a fixed safety net is properly installed and in use.

5. Trampoline Placement. The placement and use of a trampoline is only permitted in the back yard of the Lot. No trampoline is, or shall be, permitted on a Lot that is not completely fenced in. No trampoline shall be located within any required setback, and/or easement including, but not limited to, the lake maintenance, utility, drainage or access easements.

6. No Maintenance/Replacement of Sod under Trampoline. By submitting a request to the Committee to review and approve the placement of a trampoline on a Lot, the Owner shall be deemed to automatically agree that the Association shall not have any responsibility for the maintenance and care, mowing, fertilization, repair and/or replacement of sod located under the trampoline, all such responsibilities thereafter being the responsibility of the Owner of the Lot.

7. Remedies. In the event the Owner does not properly care for or otherwise maintain the approved trampoline and the area immediately adjacent to and/or under the approved trampoline, then, after five (5) business days written notice sent to the Owner, the Association shall have the right, but not the obligation, to remove the approved trampoline from the Owner's Lot and dispose of the removed trampoline in a proper trash receptacle and/or the Association may perform such lawn care maintenance around and under the trampoline and charge the Owner for such service. All fees and costs related to the enforcement of these rules, including, without limitation, attorneys' fees, trash disposal, and lawn maintenance and care, shall be collectible from the Owner by the Association in a manner similar to Assessments including, without limitation, the right to lien and foreclose the Owner's Lot.

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MAINTENANCE AND APPEARANCE OF HOMES

1. General. Each Owner shall keep and maintain such Owner's Home and Lot in good order, condition and repair, and shall perform promptly all maintenance and repair work within the Home and Lot which, if omitted, would adversely affect the Community, other Owners or the Association. Maintenance obligations are more fully defined in the Declaration.

2. Personal Property. The personal property of an Owner shall be stored inside such Owner's Home or garage and not be visible to surrounding neighbors or from Association Property.

3. Hurricane Season. Each Owner who plans to be absent from such Owner's Home during the hurricane season shall prepare the Home and Lot prior to departure by removing all furniture, potted plants and other movable objects, if any, from the covered patio or screen enclosure area and from the outside of the Home. The Owner shall also designate a responsible firm, person or individual satisfactory to the Association to care for the Home and Lot should it suffer hurricane damage and shall furnish the Association with the name of the designated firm or individual.

4. Hurricane Shutters. No hurricane shutters shall cover window or door openings except during periods of a hurricane watch or a hurricane warning that impacts the Community. Any removable tracks which have been installed by Declarant or approved by the Committee as part of a hurricane shutter package shall not remain installed on a Home other than during periods of a hurricane watch or a hurricane warning. An Owner shall remove any removable type of hurricane shutters attached to the Home immediately after a hurricane watch or a hurricane warning has been lifted. In that regard, if an Owner installs removable hurricane shutters on the Home during a hurricane watch or a hurricane warning and thereafter leaves the Home, that Owner must either: (a) immediately return to the Home after the hurricane watch or hurricane warning has been lifted and remove such hurricane shutters from the Home; or (b) make arrangements for another individual to remove such hurricane shutters from the Home immediately after the hurricane watch or hurricane warning has been lifted. The installation of hurricane shutters, other than those provided by Declarant (if any), shall require Committee approval.

5. Window Decor. Window treatments (drapery, blinds, decorative panels or other tasteful window coverings) are permitted. No newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding two (2) weeks after an Owner first moves into a Home, or when permanent window treatments are being cleaned or repaired.

6. Landscape Material. No trees, shrubbery or landscaping shall be removed from, altered or added to Lots without the prior written consent of the Committee. No additional trees, shrubbery or landscaping are permitted to be planted by an Owner on the Lot without the prior written consent of the Committee. Replacement of dead, dying or decaying sod, trees, shrubs, landscaping and other plant materials within the Lots regardless of the reason whatsoever, shall be the obligation of the Owner of the Lot upon which replacement is required. Such replacement shall be with replacement material of similar size and species of that being replaced unless approved by the Committee. No fruit trees shall be installed on a Lot.

7. Landscaping on Lake Lots. Any plans for landscape improvements or alterations shall be submitted for approval to the Committee. No landscaping shall be installed on Lake Lots which shall materially interfere with the view of the lake by the immediate neighbor who is also a Lake Lot Owner. Approval by the Committee for landscaping on a Lake Lot may be conditioned upon the Owner agreeing to trim such hedge(s) should the hedge(s) later be found to create a material obstruction of a lake view. In the event the Owner fails to trim the obstructing hedge(s) within fourteen (14) days following receipt of written notice by the Association to do so, then the Association shall have the right, but not the obligation, to trim such hedge(s). The costs associated with such hedge trimming performed by the Association will be charged as an assessment against the Owner's Lot.

8. Alteration of Drainage. No sod, top soil, fill or muck shall be removed from Lots without the prior written consent of the Committee. No change in the condition of the soil or the level of land shall be made which would result in any permanent change in the flow or drainage of surface water within the Community or on the Lot.

9. Air Drying. No linens, cloths, clothing, curtains, rugs, mops, laundry of any kind or other articles shall be hung, dried or aired from any window, door, fence or balcony, or in such a way as to be visible to any other Owner. Clotheslines may be approved if reasonable in size, style, location and effectiveness with respect to appearance from adjacent lots and rights of way.

MARINA BAY HOMEOWNERS ASSOCIATION, INC.
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MAINTENANCE AND APPEARANCE OF HOMES (continued)

10. Basketball Hoops. No permanent basketball hoops are permitted to be installed on the Lot. Temporary or mobile basketball hoops shall not be permitted except for temporary moveable units that are stored in a garage when not in use. When not stored, units must be located such that the base and rim are entirely within the Lot and not in the right-of-way bounding the Lot.

11. Bicycles. All bicycles, other than those which are being used, shall be stored within the garage of the Owner's Home.

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TRASH AND OTHER MATERIALS

1. No rubbish, trash, garbage, refuse, tree limbs, grass clippings, hedge trimmings or other waste material ("Trash") shall be kept or permitted on the Lots or Association Property except in sanitary self-locking containers located in appropriate areas (i.e., areas not visible from the street or any other Lot other than at times of scheduled curbside trash pick-up). For curbside pick-up, trash shall be placed in sanitary self-locking containers.

2. Trash that is required to be placed at the front of a Lot in order to be collected may be placed and kept at the curb after 5:00 p.m. on the day before the scheduled day of collection, but not sooner. Any trash containers shall be removed after pick-up on the day of collection.

3. No odors shall be permitted to arise from Trash containers so as to render any portion of the Community unsanitary, offensive or a nuisance to any Owners, to the Association Property or to any other property in the vicinity.

4. No stripped-down vehicles, lumber or other building materials, grass, tree clippings, metals, scrap, automobile pieces or parts, refuse or Trash shall be stored or allowed to accumulate on any portion of the Community.

5. Each Owner shall regularly pick up all Trash around the Home and Lot.

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RULES AND REGULATIONS

PARKING AND VEHICULAR RESTRICTIONS

1. Parking shall be permitted only on driveways, inside garages or in areas specifically designated as "parking areas" by the Association. No parking on the streets or swales is permitted.

2. No vehicle parked in the driveways shall be positioned in such a manner as to hinder, impede or obstruct traffic on the streets of the Community.

3. Only vehicles belonging to authorized persons actively using the Recreation Tract are permitted to be parked in the Recreation Tract parking lot. The parking spaces in the Recreation Tract shall not be utilized for parking other than during periods of use of the Recreation Tract by the vehicle's owner.

4. No commercial vehicles, or campers, mobile homes, motorhomes, house trailers or trailers of every other description, recreational vehicles, boats, boat trailers, horse trailers or vans, shall be permitted to be parked or to be stored at any place on the Lot, except in: (i) enclosed garages and with the garage door closed, and (ii) spaces for some or all of the above specifically designated by Declarant or the Association, if any. For purposes of this Section, "commercial vehicles" shall mean those which are not designed and used for customary, personal/family purposes. The absence of commercial-type lettering or graphics on a vehicle shall not be dispositive as to whether it is a commercial vehicle; however, the presence of such graphics or lettering shall create a presumption that the vehicle is commercial unless otherwise determined by the Board. The prohibitions on parking contained in this Section shall not apply to temporary parking of trucks and commercial vehicles, such as for temporary construction use or providing pick-up and delivery and other commercial services, nor to passenger-type vans with windows for personal use which are in acceptable condition in the sole opinion of the Board (which favorable opinion may be changed at any time), nor to any vehicles of the Declarant or its affiliates. All Owners and other occupants of Homes are advised to consult with the Association prior to purchasing, or bringing onto the Lot, any type of vehicle other than a passenger car inasmuch as such other type of vehicle may not be permitted to be kept within the Community.

5. No repairs of vehicles shall be made within the Community unless the repairs take less than twenty-four hours. The only exceptions to the preceding shall be: (a) emergency repairs; and, (b) repairs made within the garage of the Home and with the garage door closed.

6. Disposal of drained automotive fluids is not allowed within the Community.

7. Vehicles which cannot operate under their own power and/or which remain within the Community for more than seventy-two (72) hours shall be towed at the Owner's expense, unless parked on the Owner's driveway or inside the Owner's garage.

8. All vehicles shall be kept in proper operating condition so as not to be a hazard or a nuisance by noise, exhaust emission, appearance or otherwise.

9. No Owner shall keep any vehicle on the Lot which is deemed to be a nuisance by the Board.

10. No Owner shall perform restorations of any motor vehicle, boat or other vehicle within the Community unless made within the garage of the Home and with the garage door closed.

11. Car washing shall be permitted only on an Owner's driveway.

12. Owners shall maintain a current registration and all required insurance coverages for all vehicles parked within the Community.

13. Golf Carts. No gasoline-powered golf carts shall be operated within the Community, except as may be owned and operated by the Declarant or the Association. All other golf carts shall be powered by electricity or by similar non-combustion means. When not in use, golf carts shall be parked or stored within the garage of the Home and with the garage door closed. Golf carts may only be operated upon the paved roadways located within the Community. Operators of golf carts shall abide by all traffic regulations applicable to vehicular traffic and shall operate their golf cart in accordance with all manufacturers' and other safety recommendations. The operator shall not impede the flow of traffic. The Association may restrict, prohibit or regulate the use of golf carts upon heavily traveled roadways within the Community if the Association determines such use is incompatible with the normal and safe movement of traffic. Any person operating a golf cart within the Community shall carry and maintain a valid driver's license. Golf carts may be operated only during the hours between sunrise and sunset, unless the golf cart is equipped with headlights, brake lights, turn signals and a windshield. Each owner of a golf cart operated within the Community shall keep the

MARINA BAY HOMEOWNERS ASSOCIATION, INC.
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PARKING AND VEHICULAR RESTRICTIONS (continued)

golf cart in good condition and appearance. Each golf cart shall be equipped with efficient brakes, reliable steering apparatus, safe tires, a rearview mirror and red reflectorized warning devices in both the front and rear. No owner of a golf cart may modify their golf cart in a manner that affects the recommended mode or operation, speed or safety of the vehicle. Appropriate written warnings and/or violations will be issued where deemed appropriate or necessary by the Association. The issuance of two written warnings or violations will suspend an Owner's golf cart privileges for one year. Five such warnings and/or violations within one year will permanently revoke such Owner's golf cart privileges within the Community. All Owners, their family members, guests, invitees and tenants will obey the parking regulations imposed and/or posted by the Association in the private streets, parking areas and drives, and any other traffic regulations promulgated in the future, for the safety, comfort and convenience of Owners. Each Owner (regardless of whether the Owner is the operator) and each operator of a golf cart (regardless of whether they are owner of the golf cart) will be responsible, jointly and severally, for any and all damage to property and injuries to persons (including death) caused by and/or resulting from its ownership and/or operation of a golf cart in the Community. Accordingly, EACH SUCH OWNER AND OPERATOR, JOINTLY AND SEVERALLY, SHALL AND HEREBY AGREES TO, INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION, THE BOARD, DECLARANT AND THE OTHER MEMBERS OF THE ASSOCIATION, FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, DEMANDS, SUITS, ACTIONS, CAUSES OF ACTION, LIABILITIES (INCLUDING, WITHOUT LIMITATION, PROPERTY DAMAGE, PERSONAL INJURY AND/OR DEATH), JUDGMENTS, DAMAGES (INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL OR PUNITIVE DAMAGES), FINES, LIENS, ENCUMBRANCES, PENALTIES, COSTS AND EXPENSES OF WHATEVER NATURE OR KIND (INCLUDING, WITHOUT LIMITATION, LEGAL FEES) RELATED TO, ARISING OUT OF AND/OR RESULTING FROM THE OWNERSHIP, OPERATION, MAINTENANCE AND/OR USE OF A GOLF CART IN THE COMMUNITY.

14. The operation of motorized scooters, go-carts, and other non-licensed or non-registered vehicles shall be prohibited in the Community except: (a) non-licensed and non-registered wheelchair or similar vehicles may be used for the transportation of disabled persons; and (b) golf carts which may be operated within the Community in accordance with the rules and regulations set forth herein.

15. Subject to applicable laws and ordinances, the Board may have any offending vehicle parked in violation of these rules towed at the sole expense and risk of the Owner of the vehicle. The Board or Declarant shall not be liable to the Owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing. ~~The Board shall make a reasonable attempt to give notice to the owners of offending vehicles. If such vehicle is not removed or if the violation is not corrected, the Board may have the offending vehicle towed at the expense and risk of the owner of the vehicle.~~

MARINA BAY HOMEOWNERS ASSOCIATION, INC.
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ANIMALS AND PETS

1. Ordinary house pets are permitted, subject to the guidelines contained herein. Ordinary house pets shall include dogs (except Pit Bulls, Rottweilers, Doberman Pinschers, Presa Canarios (canary dog) and "Dangerous Dogs" – all as provided in the Declaration), cats, caged domesticated birds, hamsters, gerbils, guinea pigs, aquarium fish, small snapping turtles and tortoises, domesticated rabbits and pets normally maintained in a terrarium or aquarium. The Board may determine in its discretion, a maximum number of pets permitted per household.

2. Under no circumstances shall a Pit Bull, Rottweiler, Doberman Pinscher, Presa Canario (canary dog) or Dangerous Dog be permitted on the Property. As used in the Declaration: (i) a "Pit Bull" is defined as any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any dog displaying a majority of the physical traits of any one (1) or more of the above breeds, or any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds; and (ii) a "Dangerous Dog is defined as a dog which meets any one (1) of the following criteria: (a) has aggressively bitten, attacked, endangered or has inflicted severe injury on a human being at any time whether on or off the Property, (b) has severely injured or killed a domestic animal at any time whether on or off the Property, or (c) has, when unprovoked, chased or approached any person upon the Streets, Drives, Roads, Avenues, Roadways and/or Sidewalks, or any other portion of the Property in a menacing fashion or apparent attitude of attack; provided, however, a dog shall not be a "Dangerous Dog" if the threat, injury, death or damage was sustained by a person who, at the time, was unlawfully on the Property (or any portion thereof), or, while lawfully on the Property (or any portion thereof), was tormenting, abusing or assaulting the dog or its owner or a family member; provided further, that no dog may be a "Dangerous Dog" if the dog was protecting or defending a human being within the immediate vicinity of the dog from an unjustified attack or assault.

3. Notwithstanding the foregoing, breeding of any animals or pets, including ordinary house pets, or any other keeping of pets for any commercial purpose whatsoever within the Community is prohibited.

4. Unusual pets shall not be kept, raised, bred or maintained on any portion of the Community, including the Home, Lot and Association Property. Unusual pets shall include, by way of example and not limitation, those animals not generally maintained as pets, such as poultry, livestock, horses, large reptiles, anthropoids, felines other than cats, canines other than dogs, rodents, birds and other creatures other than those listed in item 1 above, or not maintained in a terrarium or aquarium. Pit Bulls, Rottweilers, Doberman Pinschers, Presa Canarios (canary dog) and Dangerous Dogs (all as provided in the Declaration) are also classified as unusual pets and are, therefore, prohibited.

5. Pet owners are responsible for any property damage, personal injury or disturbance which their pet may cause or inflict. Each Owner who determines to keep a pet agrees to indemnify the Association and hold the Association harmless against any loss or liability of any kind or character whatsoever arising from or growing out of such Owner having any animal in the Community.

6. Pets shall not be left unattended outside the Home. No pet shall be kept tied up outside of a Home or in any covered or screened porch or patio, unless someone is present in the Home.

7. All dogs and cats shall be walked on a leash and in full control by their owners at all times. Any pet shall be carried or kept on a leash when outside of a Home or outside of a fenced-in area.

8. Any solid animal waste shall be immediately picked up and removed and shall not be deposited on or within the Association Property.

9. All pets shall have and display, as appropriate, evidence of all required registrations and inoculations and the name and address of its owners.

10. Every female animal, while in heat, shall be kept confined in the Home by its owner in such a manner that she shall not be in contact with another animal nor create a nuisance by attracting other animals.

11. If any pet becomes obnoxious to the Owners by barking or otherwise, the owner of the pet shall cause the problem to be corrected. If the problem is not corrected, then the Owner, upon written notice from the Association, shall be required to dispose of the animal.

12. No Owner shall inflict or cause cruelty upon or in connection with any pet.

MARINA BAY HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS

ANIMALS AND PETS (continued)

13. The foregoing are in addition to the other rules, regulations and restrictions governing animals and pets set forth in the Marina Bay Documents.

MARINA BAY HOMEOWNERS ASSOCIATION, INC.
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USE AND ENJOYMENT OF LAKES

1. Owners, and their family members, guests, invitees and tenants, shall be permitted to engage in "catch and release" fishing in the Lakes. Notwithstanding the preceding, an Owner shall only access a Lake from the Lake Maintenance Easement which immediately abuts such Owner's Lot if such Owner's Lot is a Lake Lot. If the Owner's Lot is not a Lake Lot, or if an Owner of a Lake Lot wishes to access a different Lake or another area of the same Lake, then access to the Lake shall be exclusively from the Lake Maintenance Easement abutting a Landscaped Area or Grassed Area and such access shall be limited to the portion of the Lake Maintenance Easement and Lake bank abutting the Landscaped Area or Grassed Area. If no portion of a Lake Maintenance Easement abuts Association Property, Owners other than the Lake Lot Owners whose Lots abut the Lake shall not be permitted access to the Lake.

2. No Owner shall be permitted access to or to fish from any Lake Maintenance Easement or lake bank area which immediately abuts a Lake Lot owned by another Owner.

3. Lake Lot Owners and their family members, guests, invitees and tenants shall be permitted to operate non-motorized and electric watercraft in the Lakes. No other persons shall be entitled to operate watercraft in the Lakes.

4. The launching into and removal from a Lake of any permitted non-motorized or electrically powered watercraft by a Lake Lot Owner shall be limited to such Lake Lot Owner's Lake Lot and the Lake Lot Owner shall only access the Lakes from the Lake Maintenance Easement which immediately abuts such Lake Lot Owner's Lake Lot. Watercraft shall be limited in size to eighteen (18') feet in length.

5. No planting, fencing or other improvements or additions to the grassed area surrounding the lake and outside the Lot is permitted.

6. No installation of sand or other materials intended to simulate a beach is permitted along the Lake banks or the Lake Maintenance Easements along the rear yards of Lake Lots.

7. Swimming and the operation of fuel-powered water craft in the Lakes are prohibited.

8. Watercraft and trailers shall not be stored on Lake Bank or in any easement areas. No watercraft (including watercraft permitted to be used within the Lakes of the Community) may be stored on a Lake bank or in a Lake Maintenance Easement within the rear yard of a Lot or otherwise visible in any manner on a Lot.

9. In no event shall any Owner cause any erosion or change in grade of any Lake bank slope from design grade.

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LEASING OF HOMES

1. No portion of a Home, other than an entire Home, shall be rented by the Owner, and no Home may be rented more than four (4) times in any twelve (12) month period. In addition, no Home, or portion thereof, shall be sub-let.

2. Of the four (4) times that an Owner may rent the Home in any twelve (12) month period, three (3) of such rental periods shall be for a minimum lease term of thirty (30) days, and the fourth lease term shall be for a minimum of six (6) months. No lease shall provide for an early lease termination which would reduce a lease term to a period of less than said thirty (30) days, or six (6) months, as applicable, except in the event of a default by the tenant. Any lease terminated as a result of a default or otherwise, shall nevertheless still count towards the foregoing rental limitations.

3. All leases shall provide that the right of the tenant to use and occupy the Home and the Association Property shall be subject and subordinate in all respects to the provisions of the Declaration and the Rules and Regulations.

4. Each Owner shall be required to use a lease addendum which provides, among other things, that the tenant will pay the rent due under the lease directly to the Association upon receipt of notice from the Association that the Owner is delinquent in amounts due the Association. Even if such lease addendum is not included, each lease entered into by Owner for a home shall be deemed to include the foregoing reference.

5. All leases shall provide, and if they do not so provide then the leases shall be deemed to provide, that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of the Marina Bay Documents, the Rules and Regulations or any other agreement, document or instrument governing the Lots or Homes.

6. The Owner of a leased Home shall be jointly and severally liable with such Owner's tenant for compliance with the Marina Bay Documents and the Rules and Regulations and to the Association to pay Assessments and/or any claim for injury or damage to persons or property caused by the acts or omissions of the tenant and/or those for whom the Owner is responsible.

7. The Owner shall provide the Association with a copy of all executed leases in their entirety for the Home.

8. A person occupying a home for more than one (1) month without the Owner or tenant or a member of the Owner's or tenant's family being present shall not be deemed a guest, but rather, shall be deemed a tenant for purpose of the provisions of the Declaration and these Rules and Regulations which apply to tenants.

MARINA BAY HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS

MISCELLANEOUS RULES AND REGULATIONS

1. Signs. No sign, display, poster, advertisement, notice or other lettering whatsoever (including, without limitation, "For Sale", "For Rent" or "By Owner" signs) shall be exhibited, displayed, inscribed, painted or affixed in public view of any portion of a building, vehicle or other Improvement in the Community (including, without limitation, a Home) without the prior written approval of the Board, which approval may be given, conditioned, withheld or denied in the sole and absolute discretion of the Board. Notwithstanding anything to the contrary contained in these Rules and Regulations, the Board shall not approve any sign, display, poster, advertisement, notice or other lettering which is or in the nature of a "For Sale" or "For Rent", "By Owner" or any other similar sign for renting or sale of a Home for so long as Declarant owns a Lot in Marina Bay or so long as Declarant or any of Declarant's affiliates (or any of their respective successors or assigns) are conducting sales and marketing of Homes in the Community or other communities developed or marketed by Declarant or its affiliates, whichever is later.

2. Barbecuing. If Owners barbecue on covered or screened patios or at a close distance away from the Homes, then those Owners shall take responsibility to clean or paint over any smoke discoloration which may result from such activities.

3. Chemicals. Except as otherwise specifically provided herein, Owners shall not keep any flammable, combustible or explosive fluids, fuels, chemicals or substances in any Home, its adjacent yard area or within the Association Property. No above-ground or under-ground propane or other fuel storage tanks shall be permitted except only for: (a) customary propane tanks associated with barbecue grills, (b) those substances used for normal household or yard maintenance use, and (c) an under-ground propane tank associated with a Generator System approved and installed pursuant to the "Additional Guidelines for Additions and Alterations – Permanent Generators" as set forth above. Any such propane tanks and household substances shall be maintained in accordance with the prescribed use and safety instructions but in no event shall they be installed or stored on Association Property.

4. Moving. Owners or tenants who are moving in or out of the Community shall do so between the hours of 8:00 am and 9:00 p.m. Portable self storage containers are permitted but may not be stored outside of the Home for more than 48 hours. Portable self storage containers shall be placed entirely within the Lot and not in the right-of-way bounding the Lot. At no time shall such units be placed on Association Property.

5. Solicitation. All door-to-door commercial solicitation is prohibited. Placing of materials in mailboxes or on or within any portion of the Homes or Lots is strictly prohibited unless express written permission is granted by the Board.

6. Hunting, Trapping or the Possession/Use of Firearms. Hunting, trapping, or the possession/use/discharge of firearms, including but not limited to, hand guns, rifles, shotguns, BB guns, pellet guns, paint guns, slingshots and bows and arrows, are not permitted anywhere in the Community. This rule shall not prohibit an Owner from keeping a lawful firearm: (a) in such Owner's Home, or (b) on such Owner's person strictly in accordance with a lawfully issued Florida concealed weapons license.

7. Recording and Broadcasting of Association Meetings. Owners shall provide not less than twenty-four (24) hour advance written notice to the Board expressing their desire to utilize any audio or video equipment at an official meeting of the Board or an official meeting of the Owners (collectively, "Association Meetings"). The only audio and video equipment and devices which Owners are authorized to utilize at any such meeting is equipment which does not produce distracting sound or light emissions. All audio and video equipment shall be assembled and placed in position in advance of the commencement of Association Meetings. Owners videotaping or audio recording Association Meetings shall not be permitted to move about the meeting room in order to facilitate the audio or video recording. Owners who have audio or video recorded an Association Meeting shall not share such audio or video recording with non-Owners. Live streaming and/or broadcasting of Association Meetings, including, without limitation, through Periscope, Twitter, Instagram, Facebook Live, or other similar social media platforms, is prohibited. These rules only apply to official Board meetings, Annual Members' Meetings and Special meetings of the Members scheduled in accordance with the Marina Bay Documents; thus, no other meetings may be recorded, live streamed and/or broadcasted in any manner whatsoever.

MARINA BAY HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS

GENERAL USE OF ASSOCIATION PROPERTY AND RECREATION TRACT

"Recreation Tract", as used herein, shall mean and refer to the Recreation Tract (as defined in the Declaration), any portion thereof, and all facilities, amenities and equipment located thereon and therein.

1. Responsibility:
   a. ALL PERSONS USING ASSOCIATION PROPERTY, INCLUDING BUT NOT LIMITED TO THE RECREATION TRACT, SHALL DO SO AT THEIR OWN RISK. The Association and its Board assumes no responsibility for any accident or personal injury or for any loss or damage to personal property arising out of or in connection with the use of Association Property in general, including but not limited to the Recreation Tract. Persons using Association Property, including but not limited to the Recreation Tract, agree not to hold the Association or the Board liable for actions of any nature occurring within Association Property, including but not limited to the Recreation Tract.
   b. With respect to the use of Association Property, including but not limited to the Recreation Tract, an Owner shall be held responsible for the actions and conduct of Owner and the actions and conduct of such Owner's family members, guests, invitees and tenants. Decorum, good conduct and safety shall be observed and shall be strictly enforced.
   c. Any damage to Association Property, including but not limited to the Recreation Tract, which is caused by any Owner or family member, guest, invitee or tenant of the Owner shall be repaired or replaced at the expense of the Owner.
   d. The use of Association Property, including but not limited to the Recreation Tract, by persons other than an Owner or the family members, guests, invitees or tenants of the Owner is strictly prohibited and shall be at the risk of those involved and not, in any event, the risk of the Association or its manager.
   e. The Association shall not be responsible for any personal injury or any loss or damage to personal property within Association Property, including but not limited to the Recreation Tract, regardless of where such property is kept, checked, left or stored on the premises.
   f. The Association shall have the right to require Owners (on behalf of themselves and their family members, tenants, guests and invitees) to execute a Recreational Amenities Release and Waiver in a form acceptable to Association prior to use of the Recreational Amenities or participation in any activities sponsored, promoted or set up by the Association.
2. General Use Restrictions:
   a. The Recreation Tract shall be solely for the use of the Owner and such Owner's family members, guests, invitees or tenants, subject to the provisions of the Marina Bay Documents. The Association retains the right to limit the number of guests or invitees per household that are permitted to (i) use the Recreation Tract, and/or (ii) participate in any activities sponsored, promoted and/or set up by the Association.
   b. Residents shall accompany and remain with their guests and invitees to the Recreation Tract.
   c. The use of the Recreation Tract by an organized team (i.e., school teams, municipal recreation league teams, etc.) as a practice or scrimmage court, facility, field or area is strictly prohibited.
   d. Pets shall not be permitted in the Recreation Tract.
   e. The walkways and entrances of the Recreation Tract shall not be obstructed or used for any purpose other than ingress and egress.
   f. No grilling, barbecuing or cooking of food shall be permitted within the Association Property except in those areas designated for such purposes by the Association.
   g. The Board reserves the right, from to time and in its sole discretion, to create, adopt, impose, alter or amend rules and regulations relating to the use of any portion of the Association Property, including the Recreation Tract, the Clubhouse and the facilities and/or amenities therein.
3. Cleanliness:
   a. It is prohibited to litter or cause debris to be put in any of the Association Property, including the Recreation Tract. Owners, their family members, guests, invitees and tenants shall cause to be removed or disposed of all rubbish, garbage, trash, refuse or other waste materials generated during their respective use within any recreation facilities or other Association Property.

MARINA BAY HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS

GENERAL USE OF ASSOCIATION PROPERTY AND RECREATION TRACT (continued)

b. No personal articles shall be allowed to stand overnight in any of the Association Property.

c. No garbage cans other than those provided by the Association, supplies, water bottles or other articles shall be placed or left within in the Association Property, including the Recreation Tract.

4. The Board has and reserves the right, from time to time and in its sole discretion, to create, adopt, impose, alter or amend the rules and regualtions relating to the use of any portion of the Association Property, including but not limited to the Recreation Tract, the Clubhouse and the facilities and/or amenities therein.

MARINA BAY HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS

RULES FOR THE CLUBHOUSE

1. Clubhouse Use:
   a. Clubhouse hours shall be as determined by the Board from time to time and initially will be 7:00 a.m. to 11:00 p.m. Time extensions for social or community events may be granted at the discretion of the Board or, if applicable, the Social Director. Activities outside the Clubhouse shall not be allowed after 8:00 p.m. (Monday through Thursday) and 9:00 p.m. (Friday through Sunday) without the prior approval of the Board. The foregoing time restrictions shall not apply to activities which have been organized by the Association.
   b. All persons thirteen (13) years of age and younger shall at all times be accompanied by an Owner or supervising adult who is eighteen (18) years of age or older when using the Clubhouse amenities. Additional age requirements may apply as listed in the usage guidelines for specific areas.
   c. The Clubhouse shall not be used at any time for religious services by any sect, cult or group with the following exception: In the spirit of respect and togetherness, a table decoration of a lighted Chanukah Menorah and a Christmas tree, not to exceed eight (8) feet in height, may be displayed in the Clubhouse during the December holiday season.
   d. All belongings shall be removed from the Clubhouse when leaving. The Association and its Board shall not be responsible for belongings lost or stolen.
   e. No immoral, offensive or unlawful use shall be made of the Clubhouse. All Governmental Requirements shall also be strictly observed.
   f. Equipment and supplies shall not be stored in any location other than as specifically approved in writing by the Board or, if applicable, the Social Director.
   g. No signs, notices or photos shall be posted on any of the walls or windows of the Clubhouse, other than on bulletin boards, if made available by the Association for that specific purpose.
   h. All community events and meetings shall supersede the use of all other events throughout the Clubhouse.
2. Code of Conduct for the Clubhouse:
   a. No smoking (including e-cigarettes) in the Clubhouse or any rooms therein shall be allowed.
   b. Proper attire shall be worn in the Clubhouse.
   c. Bare feet, bare chests and swimsuits shall be prohibited in the Clubhouse, other than to use the locker room facilities provided that entry to and exit from the Clubhouse is through the door adjacent to the locker rooms directly accessing the pool area.
   d. Boisterous or profane language shall be not used in the Clubhouse.
   e. When the Clubhouse facilities are in use by an Owner who has properly reserved the facility, no other Owner shall be permitted in those areas other than for ingress and egress.
   f. An Owner shall be responsible for repair and/or replacement costs incurred as a result of deliberate, careless or irresponsible behavior resulting in damage to the Clubhouse furniture, accessories, appliances and/or any related equipment caused by the Owner and/or Owner's family members, tenants, guests, invitees and others for whom the Owner is responsible.
3. Renting of the Clubhouse Facilities and/or Party Pavilion:
   a. All reservations of any area of the Clubhouse facility permitted to be reserved or rented (i.e., the Social Hall and/or Catering Kitchen) or the outdoor Party Pavilion by Owners must first be approved by the Board or, if applicable, the Social Director. Renting of any area of the Clubhouse facility or Party Pavilion by Owners for their private use, if permitted by the Board, shall be subject to availability, the payment of scheduled fees and deposits as may be determined by the Board, and the execution of the Association's form of rental agreement.
   b. Any Owner or other authorized person reserving a portion of the Clubhouse facility or Party Pavilion shall have the care, custody and control of such portion of the Clubhouse facility or Party Pavilion, as applicable, during the period the facility is reserved and shall, therefore, be responsible for any and all costs for repairs and/or replacement to the Clubhouse facility and Party Pavilion, and their respective furniture, equipment, accessories, appliances and the like which are damaged or destroyed for any reason while under their care, custody and control. In addition, any Owner or authorized person using a portion of the Clubhouse facility and/or Party Pavilion shall be responsible for the care and cleaning thereof, including the kitchen. All

MARINA BAY HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS

RULES FOR THE CLUBHOUSE (continued)

furnishings and equipment shall be replaced to their previous locations, but in no event shall they be removed from the Clubhouse facility and/or Party Pavilion.

c. Owners wishing to reserve a portion of the Clubhouse facility and/or the Party Pavilion must first contact the Association manager or Social Director, if applicable, to request a date and time. A deposit shall be due and payable at the time of reservation, and a portion thereof shall be non-refundable, all as determined by the Board. The balance of the deposit shall be refunded only if there has been no damage, misuse or theft to the Clubhouse facility, the Party Pavilion, or their components, and if the Clubhouse facility and/or Party Pavilion, as applicable, are left clean. The amount of the required deposit and the non-refundable portion of the deposit may be established and amended by the Board at any time and from time to time.

d. All community events and meetings shall supersede the use of all other events throughout the Clubhouse facility and/or the Party Pavilion.

e. Rental of the Clubhouse facilities and/or the Party Pavilion for use by any social, fraternal or political organization shall be prohibited.

4. Rules for Use of Indoor Sports Complex:

a. The hours of the Indoor Sports Complex shall be as determined by the Board from time to time.

b. Use of the Indoor Sports Complex is restricted to the playing of appropriate games or game-related activities (i.e., exhibitions and clinics) only. PLAYERS SHALL PLAY AT THEIR OWN RISK.

c. Use of the Indoor Sports Complex shall be limited to one (1) hour for use of the court. Play may continue providing no other players are waiting at the expiration of the preceding time limits.

d. No one shall be permitted in the Indoor Sports Complex except those persons playing.

e. Roller skates, skateboards, roller blades, bicycles, scooters and other play or exercise equipment are prohibited in the Indoor Sports Complex.

f. Only proper attire, shoes and protective wear shall be worn. No swimsuits or bare chests shall be allowed. Only sneakers shall be worn on the sports courts. Black soled sneakers shall not be permitted.

g. No intoxicants, food or breakable containers shall be permitted in the Indoor Sports Complex.

h. An Owner shall be responsible for repair and/or replacement costs incurred as a result of deliberate or irresponsible behavior resulting in damage to the Indoor Sports Complex caused by the Owner, his family members, tenants, guests, invitees and others for whom the Owner is responsible.

i. Use of the Indoor Sports Complex by any organized team (i.e., school teams, municipal recreation league teams, etc.) is strictly prohibited.

j. Boisterous or profane language shall be not used by players or spectators.

k. Walking through the Indoor Sports Complex during play shall be prohibited. Entering or leaving a court shall only occur when the play of other players is stopped.

5. Rules for Use of Fitness Center:

a. Fitness Center hours shall be as established by the Board from time to time. Time extensions for social or Community events may be granted at the discretion of the Board or, if applicable, the Social Director.

b. USE OF THE FITNESS CENTER AND EQUIPMENT THEREIN SHALL BE USED AT THE RISK OF THE PERSON EXERCISING.

c. All persons thirteen (13) years of age and younger shall be accompanied and closely supervised by an Owner or supervising adult eighteen (18) years of age or older.

d. Athletic shoes and shirts shall be worn at all times.

e. As a courtesy to others, people exercising are requested to allow others to work in with them.

f. A thirty (30) minute time limit shall apply on all cardio-vascular equipment when someone is waiting.

g. Equipment shall be wiped down after usage. Accordingly, people exercising are requested to bring a towel to the Fitness Center for that purpose.

MARINA BAY HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS

RULES FOR THE CLUBHOUSE (continued)

6. Rules for Use of Fireplace Area:
   a. Do not touch the fire or the fireplace glass while the fireplace is in operation.
   b. Do not touch the fireplace glass after the flame has been turned off, as the fireplace glass remains very hot.
   c. Turn off fireplace immediately after use.
   d. The fireplace may only be operated by persons sixteen (16) years of age or older.

7. Use of the Clubhouse shall also be governed by all other applicable Rules and Regulations adopted by the Board from time to time, including but not limited to those concerning the "General Use of Association Property and Recreation Tract".

MARINA BAY HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS

RULES FOR THE SWIMMING POOL AREA

"Pool Area" as used herein shall mean and refer to the pool, lap pool, pool deck area, water slide and splash park.

1. Pool Area Use:
   a. THERE SHALL BE NO LIFEGUARD ON DUTY. ALL PERSONS USING THE POOLS, SPLASH PARK, WATER SLIDE OR OTHER WATER FACILITIES IN THE POOL AREA SHALL DO SO AT THEIR OWN RISK, INCLUDING, WITHOUT LIMITATION, ALL RISK OF PERSONAL INJURY AND/OR DEATH. The Association and its Board assumes no responsibility for any accident, personal injury and/or death or for any loss or damage to personal property arising out of or in connection with the use of the pools, splash park, water slide and/or the Pool Area in general. Persons using the pools, water slide, splash park or Pool Area agree not to hold the Association or the Board liable for actions of any nature occurring within the Pool Area, including, without limitiation, any personal injury and/or death.
   b. Pool Area hours are from Dawn to Dusk, but in no event later than 9:00 p.m. Outdoor recreation lights shall be turned off no later than 9:00 p.m. Prior to 8:00 a.m., the use of Pool Area shall be restricted to Owners only. No use prior to 8:00 a.m. shall be allowed which is deemed disruptive to the peaceful enjoyment of those residents living in close proximity to the Pool Area. The foregoing time restrictions shall not apply to activities occurring on the pool deck which have been organized by the Association.
   c. All persons thirteen (13) years of age and younger shall be accompanied and closely supervised by an Owner or supervising adult who is eighteen (18) years of age or older.
   d. Persons over the age of twelve (12) shall not be permitted to use the splash park. All persons using the splash park shall be accompanied and closely supervised by an Owner or supervising adult who is eighteen (18) years of age or older.
   e. Wheelchairs, strollers, and child waist and arm flotation devices shall be permitted in the Pool Area. No rafts and similar flotation devices shall be permitted in the Pool Area.
2. Code of Conduct for the Pool Area:
   a. No nude swimming shall be allowed at any age. Paper or cloth diapers are prohibited in the pool. Infants/children who are not toilet trained and adults who are incontinent must appropriate wear swim diapers which fit snugly around the legs and waist. If the swim diapers become soiled, the person must exit the pool immediately and not return until he/she has taken or been given a soap shower and has been covered by a new, clean swim diaper.
   b. No intoxicants or animals shall be permitted in the Pool Area.
   c. No smoking shall be permitted in the Pool Area.
   d. No roller skates, skateboards, roller blades, bicycles, scooters, balls of any kind, scuba equipment, swimming fins and other play or exercise equipment shall be permitted in the Pool Area unless the equipment is used in conjunction with an event or activity scheduled by the Association.
   e. No running, pushing, dunking, rough play, profane language, diving or jumping in the Pool Area shall be permitted.
   f. Improper use of the water slide or play equipment is prohibited.
   g. Only one person at a time shall be permitted on the water slide and no trains or chains of riders shall be permitted. All riders must slide feet first, either lying on their back or in a seated position, and only after the previous rider has cleared the area below.
   h. No diving or jumping from the water slide shall be permitted.
   i. No climbing up the water slide or on the water slide tower shall be permitted. No standing, kneeling, rotating or stopping on the water slide shall be permitted.
   j. Only appropriate swimwear shall be permitted on the water slide (i.e., no loose garments and/or garments featuring metal buckles, rivets, zippers or rings). No jewelry shall be worn while on the water slide.

MARINA BAY HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS

RULES FOR THE SWIMMING POOL AREA (continued)

k. No music devices or portable televisions shall be permitted in the Pool Area without the use of headphones.

3. Health and Safety Considerations:
   a. All users shall shower before entering the pools.
   b. No soaps or shampoos shall be used at the pool side shower.
   c. Persons wearing bandages or having colds, viruses, coughs, inflamed eyes, infections or open sores shall not use the pools.
   d. Do not use pools if ill with diarrhea.
   e. No glass containers or other breakable objects shall be permitted in the Pool Area.
   f. All belongings shall be removed when the user is leaving the Pool Area. The Association and its Board shall not be responsible for any belongings lost or stolen.
   g. All rubbish, garbage, trash, refuse or other waste materials shall be placed into containers around the Pool Area provided for this purpose or removed from the Pool Area.
   h. A five (5) foot walking area shall be maintained around the pools at all times. Additionally, walking areas around and through the Pool Area shall not otherwise be blocked.
   i. In accordance with health department regulations, no food or drink are permitted in the pool, lap pool, water slide, or splash park.
4. Use of pool furniture and equipment:
   a. Pool furniture shall not be removed from the Pool Area.
   b. Pool furniture shall not be reserved for anyone not in the Pool Area.
   c. Pool furniture and equipment shall not be modified, altered or changed in any manner.
   d. Towels shall be placed on pool furniture when in use.
5. Use of the Pool Area shall also be governed by all other applicable Rules and Regulations adopted by the Board from time to time, including but not limited to those concerning the "General Use of Association Property and Recreation Tract".

MARINA BAY HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS

RULES FOR THE OUTDOOR COURTS AND PLAYGROUND

1. PLAYERS SHALL PLAY AT THEIR OWN RISK.
2. Use of Outdoor Courts
   a. Unless specific hours are indicated below, all outdoor courts are open from 8:00 a.m. until Dusk.
   b. During morning hours (8:00 a.m. to 12:00 noon), players shall maintain low noise levels.
   c. Private lessons shall not be given during prime playing hours (5:00 p.m. to 9:00 p.m.).
   d. Unless specific time limits are indicated below, all outdoor courts are limited to one (1) hour of play. Play may continue providing no other players are waiting at the expiration of the preceding time limits.
   e. The outdoor courts are restricted to the playing of appropriate games or game related activities (i.e., exhibitions and clinics) only.
   f. No one shall be permitted on the outdoor courts except those persons playing.
   g. Roller skates, skateboards, roller blades, bicycles, scooters, and other play or exercise equipment shall be prohibited on the outdoor courts.
   h. All persons thirteen (13) years of age and younger shall be accompanied and closely supervised by an adult eighteen (18) years of age or older when using the outdoor courts and shall not disrupt the play of others.
   i. No intoxicants, food or breakable containers shall be permitted on the outdoor courts.
   j. All belongings shall be removed from the outdoor courts when play is complete. The Association and its Board shall not be responsible for belongings lost or stolen.
   k. An Owner shall be responsible for the repair and/or replacement costs incurred as a result of deliberate or irresponsible behavior resulting in damage to the outdoor courts and/or related equipment caused by the Owner, Owner's family members, tenants, guests, invitees and others for whom the Owner is responsible.
   l. Use of the outdoor courts or any other open play area(s), or any portion thereof, by an organized team (i.e., school teams, municipal recreation league teams, etc.) as a practice or scrimmage court, facility, field or area is strictly prohibited.
3. Code of Conduct for the Outdoor Courts:
   a. Boisterous or profane language shall be not used by players or spectators.
   b. Walking behind or through the courts during play shall be prohibited.
   c. Entering or leaving a court or playing field shall only occur when the play of other players is stopped.
   d. Only proper attire and shoes shall be worn. No swimsuits or bare chests shall be allowed. Only sneakers shall be worn on the courts. Black soled sneakers shall not be permitted.
4. Tennis Court Rules:
   a. The Tennis Courts are open from 8:00 a.m. to 10:00 p.m.
   b. Tennis play shall be limited to one and a half (1½) hours for doubles play and one (1) hour for singles play. Play may continue providing no other players are waiting at the expiration of the preceding time limits.
   c. Reserving Tennis Court Time: If a reservation schedule is maintained on a board at the tennis courts or online through the Association, the following shall apply:
      i. Reservations for play shall not be made earlier than the day before the requested time.
      ii. Names of all players shall be posted with the requested time.
      iii. Players shall not reserve more than one time slot daily. Any duplicate reservations shall not be honored until all other players have played.

MARINA BAY HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS

RULES FOR THE OUTDOOR COURTS AND PLAYGROUND (continued)

iv. Unassigned court time may be signed up for by the same players on the same day.

v. Court time shall be forfeited if players do not show up within ten (10) minutes of the reserved time.

vi. If the court loses playability during a reserved time, playing time shall not be extended if other players are waiting or have reservations.

5. Pickleball Court Rules:

   a. The Pickleball Courts are open from 8:00 a.m. to 8:00 p.m.

   b. Play shall be limited to one and a half (1½) hours for doubles play and one (1) hour for singles play. Play may continue providing no other players are waiting at the expiration of the preceding time limits.

   c. The Board reserves the right to require the use of specific pickleball paddles and/or pickleballs.

   d. Reserving Pickleball Court Time: If a reservation schedule is maintained on a board at the pickleball courts or online through the Association, the following shall apply:

      i. Reservations for play shall not be made earlier than the day before the requested time.

      ii. Names of all players shall be posted with the requested time.

      iii. Players shall not reserve more than one time slot daily. Any duplicate reservations shall not be honored until all other players have played.

      iv. Unassigned court time may be signed up for by the same players on the same day.

      v. Court time shall be forfeited if players do not show up within ten (10) minutes of the reserved time.

      vi. If the court loses playability during a reserved time, playing time shall not be extended if other players are waiting or have reservations.

6. Basketball Court Rules:

   a. The Basketball Court is open for play from 8:00 a.m. until Dusk.

   b. During morning hours (8:00 a.m. to 12:00 noon), players shall maintain low noise levels.

   c. Private lessons shall not be given during prime playing hours (5:00 p.m. to 9:00 p.m.).

   d. Use of the basketball court is limited to one and a half (1½) hours of play. Play may continue provided no other players are waiting at the expiration of the preceding time limits.

7. Playground Rules:

   a. ALL PERSONS USING THE PLAYGROUND SHALL DO SO AT THEIR OWN RISK.

   b. The playground hours are from Dawn until Dusk.

   c. No one under the age of two (2) or over the age of twelve (12) shall be permitted to use the playground equipment. Persons using the playground shall always be accompanied and closely supervised by an Owner or supervising adult who is eighteen (18) years of age or older.

   d. Proper footwear is required to be worn at all times.

   e. No glass containers or other breakable objects shall be permitted in the playground.

   f. No running, pushing, rough play or profane language in the playground shall be permitted.

   g. No intoxicants or smoking shall be permitted in the playground.

   h. Improper use of playground equipment shall be prohibited.

MARINA BAY HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS

RULES FOR THE OUTDOOR COURTS AND PLAYGROUND (continued)

8. Use of the Outdoor Courts and Playground shall also be governed by all other applicable Rules and Regulations adopted by the Board from time to time, including but not limited to those concerning the "General Use of Association Property and Recreation Tract".