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KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL

Prepared by and Return to:
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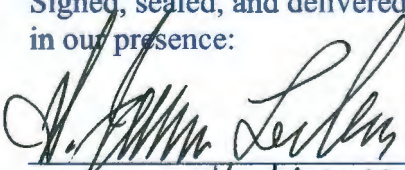


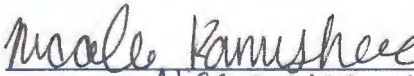
CERTIFICATE OF AMENDMENT
TO
DECLARATION OF COVENANTS AND RESTRICTIONS FOR EDEN HARBOR
AND BYLAWS FOR EDEN HARBOR

THE UNDERSIGNED, as President of EDEN HARBOR HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation (hereinafter the "Association") hereby certifies that the the original Declaration of Covenants and Restrictions, Articles of Incorporation, and Bylaws for EDEN HARBOR, were recorded at Official Records Instrument #2002096813 et seq., of the Public Records of Sarasota County, Florida, and were duly amended and restated by the required process and affirmative votes pursuant to said documents at a meeting of the Association members held on March 25, 2020. It is further certified that the Amended and Restated Declaration of Covenants and Restrictions, Amended and Restated Bylaws and Articles of Incorporation are attached hereto as Composite Exhibit A.

DATED this 26 day of MAY, 2020.

Signed, sealed, and delivered
in our presence:


Print Name: H. JAMES LEROY
Witness


Print Name: Nicole Kanwisher
Witness

**EDEN HARBOR HOMEOWNERS
ASSOCIATION, INC.**

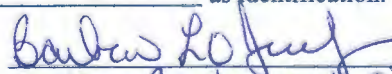
By: 
TERRY A. BLASER, President

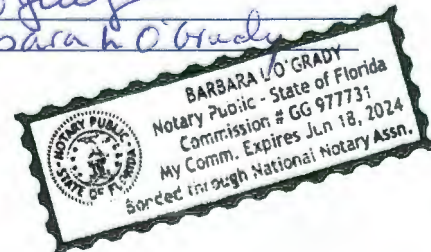
ATTEST:

JOHN SCHLEEDE Secretary

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 26th day of May, 2020, by Terry A. Blaser, as President and John Schleeede as Secretary, of Eden Harbor Homeowners Association, Inc., who are personally known to me or who has produced _____ as identification.


Print Name: Barbara Lofgren
Notary Public:



THIS IS A MAJOR REVISION; AS SUCH, THERE WILL BE NO UNDERLINING OF ADDED LANGUAGE AND STRIKE THROUGHES OF DELETED LANGUAGE

**AMENDED AND RESTATED DECLARATION OF
COVENANTS AND RESTRICTIONS FOR
EDEN HARBOR**

WHEREAS, the original Declaration of Covenants and Restrictions for EDEN HARBOR, were recorded at Official Records Instrument #2002096813 et seq., as amended, of the Public Records of Sarasota County, Florida, and

WHEREAS, there are two prior amendments to the Declaration reflected by instruments recorded in the public records, and

WHEREAS, a significant package of amendments was recently approved by affirmative vote of not less than sixty six percent (66%) of the membership who cast their vote in person or by proxy at a membership meeting held on the 25th day of March, 2020.

NOW, THEREFORE, EDEN HARBOR HOMEOWNERS ASSOCIATION, INC., does hereby amend and restate the Declaration of Covenants and Restrictions for EDEN HARBOR (Declaration), for the purpose of integrating all of the provisions of the Declaration, together with the recently adopted amendments and does hereby resubmit the lands described in the Declaration as originally recorded to the terms, covenants, conditions, easements and restrictions hereof which shall be covenants running with the subdivision property and binding on all existing and future owners, and all others having an interest in the subdivision lands or occupying or using the subdivision property.

(Substantial Rewrite of the Declaration of Covenants and Restrictions.
See the Original Declaration of Covenants and Restrictions for
Current Text.)

THIS DECLARATION was originally made by Rockport Development Corporation, Inc., a dissolved Florida corporation, hereinafter referred to as the “Declarant”.

ARTICLE I
PURPOSE

1.1 Purpose. The real property which is subject to this Declaration, and which is more particularly described in the subdivision Plat for EDEN HARBOR, as filed with Sarasota County, Florida, (the “property”) is subject to the restrictions set forth below which shall be deemed to be covenants running with the land, and imposed on and intended to benefit and burden each lot

within the property in order to maintain within the property a residential area of high standard.

1.2 Association's Role. The Association's purpose and objective is to insure to all of its members a continuing and concerted program for the maintenance and management of the property, to enforce these restrictions wherever applicable and appropriate so as to establish, protect and preserve the quality of the subdivision, and to perform such other duties as may be assigned to it under its Articles of Incorporation and Bylaws and this Declaration.

ARTICLE 2 DEFINITIONS

2.1 Terms. For all purposes, the terms used in this Declaration, the Association's Articles of Incorporation and its Bylaws (herein, "the governing documents"), shall have the meanings stated in the Florida Homeowners Association Act (Chapter 720, Florida Statutes) and as set forth below, unless the context otherwise requires. In the event any term in the governing documents is deemed ambiguous, then the Board of Directors shall define the term, which definition shall be binding. A term shall not be construed in favor of or against the Association or any lot owner.

2.2 "Act" means Chapter 720, Florida Statutes, as amended from time to time.

2.3 "Architectural Control Committee" or "Committee" or "ARC" shall mean the committee formed and generally functioning as provided in Article 9.

2.4 "Architectural Control" shall mean and refer to the requirements of this Declaration that certain improvements or alterations to lots and existing improvements be reviewed and approved, and where the context indicates, the review and approval procedures of Article 9, together with enforcement of all restrictions, standards and rules and regulations promulgated by the Association binding the lots in this subdivision.

2.5 "Articles" shall mean and refer to the Articles of Incorporation of the Association, including any and all amendments or modifications thereof.

2.6 "Assessment" means a charge against a lot as defined in Article 8 of this Declaration, including Annual Assessments, Special Assessments and any other valid charge made in accordance with this Declaration, the Articles and Bylaws.

2.7 "Association" shall mean and refer to Eden Harbor Homeowners Association, Inc., a Florida non-profit corporation, its successors and assigns, and by extension to its Board of Directors as the entity operating the corporation.

2.8 "Board of Directors" or "Board" shall mean and refer to the Association's Board of Directors.

2.9 “Bylaws” shall mean and refer to the Bylaws of the Association, including any and all amendments or modifications thereof.

2.10 “Common Property” or “Properties” or “Common Area” means any property, whether improved or unimproved, or any interest therein, now or hereafter owned by the Association for the benefit, use and enjoyment of the members of the Association and the owners and residents of the property. Common properties include, but are not limited to, retention areas, median strips, entrance ways, roads, walls, easements and tracts described on the Plat, utilities, docks and entrance features.

2.11 “Common Easements” shall mean the private utility and maintenance access easement(s) described and depicted on the Plat. The common easements are separate written easement agreements provided by the Declarant and recorded in the Public Records of Sarasota County.

2.12 “Common Expenses” mean all expenses of any kind or nature whatsoever properly incurred by the Association, including, but not limited to, the following:

- a. Expenses of administration and management of the Association.
- b. The cost of any insurance covering the common area or otherwise obtained by the Association for Association purposes.
- c. Reasonable reserves as deemed appropriate by the Board.
- d. Taxes and other governmental assessments and charges against the common areas paid or payable by the Association and any other taxes paid by the Association.
- e. Any amount paid by the Association for the discharge of any lien or encumbrance levied against the common area or portions thereof.
- f. The cost of any other item or items designated herein or the Articles or Bylaws as a common expense, or reasonably or necessarily incurred by the Association in connection with the common area, this Declaration, the Articles or Bylaws, and in furtherance of the purposes of the Association or a discharge of any obligations expressly or impliedly imposed on the Association by this Declaration.
- g. Expenses incurred in connection with any common property, including, but not limited to, roads, utilities, taxes, assessments, insurance, operation, maintenance, repairs, improvements and alterations.
- h. Expenses of obtaining, operating, insuring, repairing, maintaining, altering or replacing personal property in connection with any common property, or in connection with the performance of the Association’s duties.
- i. Expenses incurred in connection with operating, maintaining, repairing

and improving landscaping, storm water management systems, docks and other recreational facilities, structures and other improvements in, under or upon any common property for which the obligation to maintain, repair and improve has been designated to and accepted by the Board from time to time.

j. Any expense of prosecuting or defending any action for or against the Association, including attorneys' fees and court costs.

2.13 "Common Surplus" means the excess of all receipts of the Association over the amount of the common expenses.

2.14 "Declarant" shall mean and refer to Rockport Development Corporation, a Florida dissolved corporation, its respective successors and assigns.

2.15 "Declaration" shall mean and refer to this Declaration of Covenants and Restrictions for EDEN HARBOR, and any amendments or modifications hereof hereafter made from time to time.

2.16 "Dwelling" shall mean and refer to each and every residential dwelling unit constructed on the property, together with the lot on which it is constructed or interest in the common area property.

2.17 "Environmental Preservation Guidelines" shall mean and refer to those guidelines promulgated by the Association from time to time relative to the maintenance, upkeep and preservation of those portions of the property which are or shall be under the jurisdiction and control of any governmental agency and/or for which the Association desires or requires environmental protection or controls in accordance with Articles 10.22 hereof.

2.18 "Lot" shall mean and refer to any plot of land shown upon any recorded Plat; with the exception of the common area and areas deeded to a governmental authority or utility, if any, together with all improvements thereon.

2.19 "Littoral Shelf" shall mean and refer to any littoral shelf as depicted on the recorded Plat and specifically includes, but is not necessarily limited to, a shallow area of storm water ponds containing planted vegetation, which serves to filter pollutants and allows for sediment to settle, thus assuring better water quality in the lakes, streams and bays of Sarasota County. Perpetual maintenance of the littoral shelf vegetation is the Association's responsibility; therefore, no person shall impact a littoral shelf (i.e., alter and/or remove littoral shelf vegetation) without prior, written consent of Sarasota County.

2.20 "Member" shall mean and refer to the owner of a lot.

2.21 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the property, including

contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

2.22 “Plat” shall mean any Plot Plan recorded in the Public Records of Sarasota County, Florida, Plat Book 42, pages 1-4, affecting any or all of the property known as EDEN HARBOR.

2.23 “Property” shall mean and refer to that certain real property described on Exhibit “A” as attached to the Declaration as originally recorded and which is incorporated herein by reference, and such additions thereto as may hereafter be brought within the jurisdiction of the Association and be made subject to this Declaration.

2.24 “Retention Pond” shall mean and refer to any stormwater area or pond as depicted on the recorded Plat.

2.25 “Surfacewater Management System” shall mean that portion of the property consisting of swales, inlets, culverts, lakes, outfalls, storm drains, and the like, and all connecting pipes and easements, used in connection with the retention, drainage and control of surface water, including but not by way of limitation, that portion of the property subject to the jurisdiction of the Southwest Florida Water Management District (“SWFWMD”) and Sarasota County.

2.26 “Tract” shall mean and refer to that portion of the “property” (as defined above) so designated upon the Plat.

ARTICLE 3 THE PROPERTY

3.1 Existing Property. The existing real property which is subject to this Declaration is all the property within the subdivision known as EDEN HARBOR, and which are legally described on Exhibit “A” attached to the Declaration as originally recorded, and which is incorporated herein by reference.

3.2 Additional Lands. Existing property, together with such other additional property as may be made subject to the terms of this Declaration pursuant to Article 4.11 below, shall hereinafter be referred to as the “subdivision.”

3.3 Lots. The total number of lots in the subdivision is 41.

ARTICLE 4 THE ASSOCIATION

4.1 Powers and Duties. The Association shall have the powers and duties set forth herein and in the Florida Statutes, Articles and Bylaws, including the right to enforce the

provisions of this Declaration, the right to collect assessments for expenses relating to the common area and for other purposes as may be provided for in this Declaration, and such additional rights as may reasonably be implied therefrom.

4.2 Power to Grant Easement. The Association has the power to dedicate or transfer all or any part of the common area as a license or easement to any person or entity, including but not limited to the owner of any lot(s), or any public agency, authority, or utility, provided that any such transfers do not violate the intention of this Declaration.

4.3 Rules and Regulations. The Association has the power to adopt reasonable rules and regulations governing the common area's use and enjoyment.

4.4 Common Area. The common area, also referred to herein as common area property or common property, shall be for the use and benefit of the owners and residents of the property, collectively, for any proper purpose. Any owner may delegate the right to enjoyment of the common area to such owner's tenants who reside on the property, but shall not thereafter be permitted to use the common area for so long as such right to enjoyment is delegated. The common area shall be used by each owner or resident in such a manner as shall not abridge the equal rights of other owners and residents to the use and enjoyment thereof. Each owner shall be liable to the Association for any and all damage to the common area and any personal property or improvements located thereon, caused by such owner, his family, invitees, lessees, or contract purchasers, and the cost of repairing same shall be a lien against such owner's lot. The provisions of Article 8 regarding interest, costs and attorneys' fees shall apply to the lien established in this Section 4.4 as Association expenses incurred due to the above shall be deemed an assessment levied upon the lot.

4.5 Membership and Voting Rights. Every lot owner shall be an Association member. Membership shall be appurtenant to and shall not be transferred separately from the ownership of any lot. Each lot owner shall be entitled to cast one (1) vote for each lot owned as provided for in the Bylaws. There shall be no cumulative voting on any vote by the members of the Association.

4.6 Operation, Maintenance and Repair of Common Area. The Association shall operate, maintain, repair and replace the common area as a common expense by whatever reasonable means are available, including, without limitation, the following:

a. the private roads maintained by the Association and the easements and tracts as same may be described on the Plat;

b. the decorative entrance ways to the property and landscaped medians adjacent to the publicly dedicated streets by the property;

c. the border walls and/or fences along all or part of some or all of the streets within the property or streets bounding its perimeter or adjacent property. Such walls or fences (the "boundary walls") may exist either on dedicated rights of way, common area or the lots, other land adjacent to such rights of way, or land adjacent to the property subject to an easement benefitting the property. Whether or not located on common area, the Association shall maintain and repair,

at its expense, the boundary walls and fences. The interior surface facing away from the street of all boundary walls or fences shall also be the Association's maintenance, repair and replacement responsibility.

d. all detention/retention ponds and other bodies of water, and the bulkheads forming the boundaries of such bodies of water, which serve as part of the Surfacewater Management System for the property. The banks or boundaries of all detention/retention ponds, open spaces, preservation areas and all littoral shelves within the common area shall be maintained by the Association. No owner shall be permitted to utilize any water from any detention/retention ponds from any area within the Surfacewater Management System;

e. all subdivision streets as designated on the Plat;

f. all sidewalks located within the subdivision;

g. to take such other action as the Association is authorized to take with regard to the property pursuant to its Articles of Incorporation and Bylaws, or this Declaration.

4.7 Environmental Preservation Guidelines. The Association shall be responsible for implementing and carrying out the Environmental Preservation Guidelines. Such guidelines shall include, among other things, provisions for the maintenance, upkeep and preservation of the Surfacewater Management System, wetlands and all other environmentally sensitive and/or governmentally regulated areas within the property. The cost thereof shall be a common expense. Dredging, filling, or other disturbances are prohibited within areas designated as "stormwater area" and in such areas construction is prohibited except for storm water management and drainage facilities.

4.8 Surface Water Management. The Surface Water Management and drainage system for the property is one integrated system, and accordingly it is deemed a common property, and an easement is hereby created over the entire property for surface water drainage and for the installation, operation and maintenance of the Surface Water Management and drainage system for the property as required or approved by any controlling governmental authorities from time to time.

a. The Surface Water Management and drainage system of the property shall be developed, operated, and maintained in conformance with the requirements of the Southwest Florida Water Management District (SWFWMD) and/or any other controlling governmental authority, including but not limited to, Sarasota County, Florida; Army Corps of Engineers; and the Department of Environmental Regulation.

b. The Association shall operate and maintain as a common expense the entire Surface Water Management and drainage system for the property, including, but not limited to, all retention areas, swale areas, culverts, pipes, pumps, catch basins, and related appurtenances, regardless of whether or not same are within the property, within a lot, or are owned by the Association.

c. Such maintenance shall be performed in conformance with the requirements of SWFWMD, and any other controlling governmental authority, and an easement for such maintenance is hereby created. Such maintenance responsibility on the part of the Association shall not be deemed to include the maintenance of the retention pond banks or the maintenance of any landscaping, within any property which is not common property or contiguous to common property or which is not otherwise to be maintained by the Association pursuant to this Declaration, unless specifically noted herein.

d. The Association shall maintain those portions of swales and retention areas, located upon lots.

e. The Association has access to drainage ponds and basins for the purposes of maintenance of said ponds and basins over the private drainage “flowage” easements identified on the Plat, which are generally twenty feet (20') or more in width.

4.9 Expansion of Common Area. Additional lands may be deeded, as provided for in Article 4.11 herein, to the Association as Association property. Upon a majority vote of the membership these lands shall become part of the common area.

4.10 Dedication Rights. The Association may after it receives the affirmative vote of not less than a majority (51%) of those owners who cast a vote, either in person or by proxy at a properly called members' meeting, dedicate portions of the common property to Sarasota County or other public or quasi-public agency under such terms as the Association deems appropriate, provided the County or public or quasi-public agency is willing to accept and maintain the dedicated property.

4.11 Additions as to the Property. Additional lands may become subject to this Declaration upon approval in writing of the Association, after it receives the affirmative vote of not less than a majority (51%) of those owners who cast a vote, either in person or by proxy at a properly called members' meeting. The owner of other property who desires to subject the land to this Declaration and the jurisdiction of the Association, may then record a deed to the Association and the Association may at that same time record a supplemental Declaration, which shall extend the operation and effect of this Declaration to the additional property. No addition to the property shall revoke or diminish the rights of owners to the utilization of the common area as established hereunder except to grant to the owners of the land being added to the property the right to use the common area according to the terms and conditions established hereunder, and the right to vote and the duty to pay assessments as herein provided.

4.12 Access to Recreational Facilities. Only owners, their guests or occupants of a lot shall have access to or use of the docks or any other common area recreational facilities.

4.13 Improvements and Alterations to Common Area. Improvements and alterations to the common area may be made from time to time by the Board of Directors.

4.14 Boat Slips and the Boat Dock Facility. The provisions of this Article 4.14 shall

bind all Boat Slip Assignees who acquire the right to use a Boat Slip on and after July 24, 2007. All boat Slip Assignees that are a party to a Boat Slip Agreement prior to that date are “grandfathered” and the provisions of paragraph (c) of this Article 4.14 shall not apply to them. However, these grandfathered Boat Slip Assignees are bound by the obligations, rights and privileges contained in their Boat Slip Agreement. By way of illustration and not of limitation, the grandfathered Boat Slip Assignees may at their discretion sell the rights of their Boat Slip to the List, to any other lot owner in Eden Harbor, or with the sale of their lot to the buyer of their lot.

a. Establishment of Boat Docks. The Boat Dock Facility was established for the use of Eden Harbor lot owners (hereinafter the “Boat Dock Facility”) which is located in the general area depicted on Exhibit “E” attached to the Declaration as originally recorded or as amended, and which is incorporated herein by reference. The Boat Dock Facility contains a dock and approximately 12 Boat Slips (hereinafter the “Boat Slips” or individually the “Boat Slip”) for use by designated lot owners.

b. Initial Purchase of Right to Use Boat Slip. Lot owners within Eden Harbor were offered by its Developer the ability to purchase the rights to exclusively use individual Boat Slips. Those lot owners who accepted the Developer’s offer did so at the then offered price for such Boat Slip and executed an “Assignment of Boat Slip” with the Association (the “Boat Slip Agreement”). Such owners are referred to as “Assignee” (hereinafter “Boat Slip Assignee”) in the Boat Slip Agreement. The use rights to the Boat Slip, transferred to the lot owner when the purchase was finalized. The lot owner then has access to the rest of the Boat Dock Facility as necessary and reasonable to access his assigned Boat Slip. Once the right to use the Boat Slip is purchased, the lot owner retains the rights to use only for so long as the owner owns a lot within Eden Harbor Subdivision. Upon the sale of all lots in Eden Harbor owned by such owner, the owner’s rights to the Boat Slip shall terminate in the manner set forth in this Article.

c. Transferability of Boat Slips. Notwithstanding the provisions of any Boat Slip Agreement, the transfer of any Boat Slip shall be at a minimum controlled by this provision and any discrepancy between the terms of this Declaration and the Boat Slip Agreement shall be controlled by this Declaration, each as amended from time to time. The Boat Slip Agreement shall at all times contain the following terms and restrictions:

1. The Boat Slips are for the sole and exclusive benefit of the Boat Slip Assignee and shall not be transferred or assigned to any other person, entity or trust unless that person, entity or trust owns a lot in Eden Harbor. The Boat Slip Assignee shall continue to be permitted to own the rights to the Boat Slip so long as the owner continues to own a lot in Eden Harbor and is not in default of the Declaration or the Boat Slip Agreement. In the event the Boat Slip Assignee is not in breach of the Boat Slip Agreement or the Declaration and the owner chooses to sell his lot, the rights to use the Boat Slip may be assigned to the purchaser of the lot, provided the Association is notified of this transfer in writing and the purchaser of the Boat Slip executes a new Boat Slip Agreement and agrees to be bound by all of the terms, provisions conditions, restrictions and limitations set forth in this Declaration and in the Boat Slip Agreement, and subject to the first right to purchase by current lot owners as hereinafter set forth.

2. Additionally, the Boat Slip Assignee shall have the right to loan

or rent the right to use the Boat Slip to any other Eden Harbor lot owner, pursuant to the provisions of this Article 4.14, provided that the Boat Slip Assignee is not then in default of the Boat Slip Agreement or the Declaration, Bylaws, Articles of Incorporation and rules and restrictions, and further provided that the proposed lot owner does not already have use rights to a Boat Slip and shall also assume and agree to be bound by all the terms, provisions, conditions, restrictions and limitations set forth in the Declaration, Bylaws, Articles of Incorporation and rules and restrictions and the Boat Slip Agreement, as they each may be amended from time to time. The Association shall keep a List of Eden Harbor Lot Owners who wish to purchase the rights to a Boat Slip, if one were to become available (the "List"). Each lot owner's place on the List shall be determined by the date his name is placed on the List with the earliest date being the first on the List. If a Boat Slip Assignee wishes to sell his rights to a Boat Slip the Assignee shall establish the sales price and shall first offer his rights to the Boat Slip to the first person on the List, and shall notify all other persons on the List, and the first person on the List shall have for a period of fourteen (14) calendar days, to negotiate a sale. If the first person on the List does not wish to purchase the rights to the Boat Slip then the Boat Slip Assignee shall go to the second person on the List at the same price and continue in like fashion through the entire List until a sale is negotiated. If upon offering the Boat Slip to all lot owners on the List, and none wish to purchase the Boat Slip use rights at the established sales price, then the Boat Slip Assignee shall be free to approach any other Eden harbor lot owner who does not already own the use rights and offer the rights to the Boat Slip to him at the sales price or to sell the rights to use the Boat Slip to whomever he is selling his lot. No lot owner shall own the right to use more than one boat slip. If no one agrees to buy the Boat Slip for the Assignee's asking price, the Assignee may solicit offers from all lot owners and assign the Boat Slip to the highest offeree. Any equipment added to the Boat Slip such as a boatlift must also be purchased by the buyer.

3. The Boat Slip Assignee shall provide prior written notice of any assignment of the rights to use the Boat Slip and the Association shall have the right to reasonably approve such assignment. Any transfer of ownership of a Boat Slip that is not in compliance with the Declaration or the Boat Slip Agreement shall be deemed to be null and void and of no force or effect. If the individual transferring his right to use the Boat Slip no longer has the right to re-transfer the Boat Slip in accordance with the Declaration and the Boat Slip Agreement, the Boat Slip shall become the property of the Association and the Association shall sell the rights to use the Boat Slip according to these provisions. In the event a Boat Slip Assignee sells his Eden Harbor lot, but does not assign the right to use the Boat Slip as is provided for in the Assignment and Agreement of Boat Slip contract, then the former Eden Harbor Owner shall have ninety (90) days in which to transfer the use right for that Dock Slip to another Eden Harbor Owner, pursuant to the procedures herein above set forth in section 2. In the event the transfer for the Boat Slip does not occur within the ninety (90) day timeframe, then as a matter of law and without further notice to the former Eden Harbor Boat Slip Assignee Owner, the right to use that Boat Slip is removed from the former Eden Harbor Boat Slip Assignee Owner and is automatically re-assigned to the Association. The Association shall retain any and all proceeds obtained when it later transfers the right to use the Boat Slip to an Eden Harbor Owner. All Dock Owners recognize that Dock use is subject to County and State regulations. All Dock Owners will carry boat insurance with the HOA as a named insured.

4. The Association shall have the right to charge the Boat Slip Assignee a reasonable assignment fee to cover the cost in reviewing and approving any proposed assignment or transfer of the Boat Slip use rights.

d. Association to Maintain the Boat Dock Facility. The Association shall be responsible for all costs and fees associated with maintaining, repairing and replacing the Boat Slips and the Boat Dock Facility and it shall handle this matter in the following fashion.

1. The cost for said maintenance, repair and replacement shall be shared by the Boat Slip Assignees in their proportionate share (1/12th or 8.33% for each Boat Slip, unless the number of total Boat Slips shall ever change in which case this number shall automatically readjust accordingly). The Association shall estimate the total annual costs for such repairs, maintenance, and replacement once per year and shall invoice as an assessment the Boat Slip Assignee for their proportionate share of the expense. Additional unanticipated expenses associated with the Boat Slips and the Boat Dock Facility may be levied by the Board as a Special Assessment which shall be paid in the same manner as stated in this provision. The failure of the Association to invoice shall not affect the Boat Slip Assignee's responsibility to pay for the expenses. If the Association shall fail to collect enough monies to cover the expense for the maintenance, repair and replacement of the Boat Slips and Boat Dock Facilities, the Association shall invoice each Boat Slip Assignee, proportionally, for the additional expense. Any overage at year end shall be kept in the general boat dock account. All payments due hereunder shall be due within fifteen (15) days from receipt. The Association shall have all assessment and lien rights granted in the Declaration for the owner's failure to pay the assessments assessed against them for maintaining, repairing and replacing the Boat Dock Facility.

2. Notwithstanding the above, in the event maintenance, replacement or repair becomes necessary due to alterations, improvements or damage made or caused by the Boat Slip Assignee, or its agents, invitees, licensees, family or guests, then the Boat Slip Assignee shall be solely responsible for any and all costs attributable thereto and the Association shall have all lien rights granted in the Declaration for collection of the same.

e. Boat Slip Agreements. The provisions contained in this Article 4 shall be incorporated into the Boat Slip Agreements, the failure to contain this language shall not affect its validity or its enforceability. In the event there is any conflict between terms contained in this Declaration and the Boat Slip Agreement, as either of which may be amended from time to time, this Declaration shall control.

f. Submerged Lands Lease. In the event the Association enters into a submerged Lands Lease with the State of Florida, then such Lease shall be binding upon all Boat Slip Assignees. Such Lease shall not be deemed an alteration of the Boat Slip Agreement, but shall automatically be deemed an Addendum to it. If a Lease fee is required by the State of Florida, then such fee shall be paid in equal shares as an assessment by all Boat Slip Assignees and not by all Eden Harbor lot owners. Any and all other expenses incurred by the Association, including but not limited to attorney fees, expended by the Association pertaining to the Submerged Lands Lease shall also be paid in equal shares by all Boat Slip Assignees and not by all Eden Harbor lot owners.

ARTICLE 5 EASEMENTS

5.1 Easements, General. Easements are established as referenced on the Plat upon the lands, for the following:

a. Boundary Walls/Fences. An easement exists under and adjacent to either side of a boundary wall or fence for erection and maintenance of the boundary wall/fence and lateral and subjacent support, and for encroachments caused by the unwillful placement, settling and shifting of any such walls or fence as constructed or reconstructed.

b. Roadways. Easements are established for ingress and egress on both sides of all private roads and for maintenance of said private roads as referenced on the Plat.

c. Other Easements. Other easements have been or may be created by the Plat and are more accurately described thereon.

d. Easement Maintenance. Maintenance responsibility for all easements is described as further provided herein or on the Plat.

e. Access to Wall/Fence/Ponds. The Association has the right of access on the five foot (5') side lot line easement over all lots in the subdivision. The Association recognizes that concrete air conditioner pads, sidewalks and other similar structures may be placed in the five foot (5') side lot line easements as described on the Plat. Due to such circumstances, the Association acknowledges that access to drainage ponds and basins for the purpose of maintenance with equipment for said ponds and basins shall only be allowed over the private drainage "flowage" easements identified on the Plat, which are generally twenty feet (20') or more in width.

f. Right to Grant Additional Easements. The Association shall have the right hereafter to convey such additional easements encumbering the common area as may be deemed necessary or desirable on an exclusive or non-exclusive basis to itself, any person, corporation or governmental entity.

5.2 Easement for Utilities and Drainage. The Association is provided with perpetual easements for the installation and maintenance of utilities and drainage facilities over all utility and drainage easement areas created by recorded easements including, but not limited to, those described on the Plat. These easements shall include, without limitation, the right of reasonable access over any portion of the property to and from the easement areas. Further, an easement is hereby reserved in favor of all providers of utilities for the property, including, without limitation, Florida Power and Light Company, over all portions of the property, for electrical apparatus, or other apparatus for any utilities, now or hereafter installed to serve any portion of the property, provided, however, no such apparatus or facilities shall be installed without the Board of Directors' approval, or installed within a lot so as to unreasonably interfere with the use thereof by the owner, nor shall such facilities hinder the Association in the exercise of its rights hereunder. The easement rights reserved pursuant to this provision shall not impose any obligation on the Association to maintain any easement areas or install or maintain the utilities or improvements that may be located in, on or under such easements, or which may be served by them.

5.3 Easement Alteration. Within such easement areas no structure, planting, or other material shall be placed or permitted to remain which may damage or materially interfere with access to, or the installation and maintenance of, the easement areas or any utilities or drainage facilities, or which may change the direction or obstruct or retard the flow of water through drainage channels in such easement areas, or which may reduce the size of any water retention areas constructed in such easement areas. No such structure, planting or other material shall be placed within said easement areas without the Board of Directors' prior, written consent. In the event there are plantings or structures placed in the easement and are required to be removed either by the Association or another legitimate party, for whatever reasonable purpose, then the lot owner is responsible for their removal and for the expense of removal. Removal and payment of the removal shall occur within the timeframe provided by the Association or other legitimate party requesting the removal. In the event the lot owner fails to timely comply with the required removal and the Association provides this service, then the lot owner shall promptly pay the Association the expense associated with the removal, plus a reasonable administrative fee. The removal expense and administrative fee shall be considered an assessment and are collectable by the claim of lien procedure outlined in Article 8 of this Declaration.

5.4 Equipment and Facilities Located Upon the Easement. No lot owner whose property is subject to an easement described herein shall acquire any right, title or interest in or to any poles, wires, cables, conduits, pipes or other equipment or facilities placed on, in, over or under the portion of the property which is subject to such easement. Easement areas of each lot and all above-ground improvements in such easement areas shall be maintained in accordance with the maintenance of lots as set forth in this Amended and Restated Declaration. With regard to specific easements for drainage, the Association shall have the right, but not the obligation, to alter the drainage facilities thereon, including slope control areas, provided any such alteration shall not materially adversely affect any lot unless the owner thereof shall consent to such alteration.

5.5 Association Easement. In addition to the aforementioned easements, the Association is granted an easement for ingress and egress to, over and across the common area and each lot, and the right to enter upon the common area and each lot, for the purpose of exercising their respective rights and obligations under this Declaration, including, without limitation, inspection and maintenance of the common area and any lot, as permitted hereunder. An owner shall not arbitrarily withhold consent to such entry for the purpose of discharging any duty or exercising any right granted by this Declaration, provided such entry is upon reasonable notice, at a reasonable time, and in a peaceful and reasonable manner.

5.6 Reciprocal Easements. There shall be reciprocal appurtenant easements between each lot and the common area adjacent thereto, or between adjacent lots, or both, for: (i) encroachments caused by the unwillful placement, settling, or shifting of any improvements constructed, reconstructed or altered thereon in accordance with the terms of this Declaration, (ii) access to, maintenance and repair of utility facilities serving more than one lot, and (iii) access to an adjacent lot as reasonably required in order to maintain a dwelling on any lot. Without limiting the generality of the foregoing, in the event an electrical meter, electrical apparatus, CATV cable or other utilities apparatus is installed within a lot and services more than such lot, the owners of the other lot(s) served thereby shall have an easement for access to inspect and repair such apparatus. All easement rights as stated herein shall be exercised in a reasonable manner and the owner of the

lot encumbered by the easement shall be reimbursed for any significant physical damage to his lot as a result of such exercise.

5.7 Easement for Governmental, Health, Sanitation and Emergency Services. A non-exclusive easement is hereby granted to the appropriate governmental authorities and to the appropriate private organizations supplying services such as health, sanitation, police, potable water and sewer and the like and any emergency services such as fire, ambulance and rescue services, for purposes of ingress and egress over the common properties.

5.8 Owner's Easements of Enjoyment. Each owner of a lot shall have a right and easement of enjoyment in and to the common areas and common easements pursuant to this Declaration of Covenants and Restrictions for Eden Harbor, which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

ARTICLE 6 MAINTENANCE

6.1 The Association shall provide, as a common expense, the following maintenance services, as solely determined reasonable by the board of directors, inside an owner's lot:

- a. Mowing,
- b. Trimming of bushes and small trees not taller than fifteen (15) feet;
- c. Irrigation - sprinkler system inspection, replacement of heads and nozzles, setting irrigation timing, and monitoring irrigation use and repair. The homeowner shall keep the irrigation - sprinkler system in good repair under the homeowner's responsibility including replacement of timers and zone valves as needed, repair and replacement of lines as needed, and when control boxes are not accessible, watering in accordance with HOA settings.
- d. Mulch in the quantity, quality, color, and specification as determined by the board of directors from time to time. No other mulch other than of the quality, color, and specification s determined by the Board may be used or applied by any person or entity inside an individual's Lot or in or on the common areas , the intent being that all mulch in the community shall be uniform in quality, color, and specification as determined by the Board of Directors, with the intent of promoting consistent appearance, style and aesthetics; and
- e. Lawn fertilization, weed and pest control.

6.2 The right of the Association in its discretion to cease the maintenance services as described in Article 6.1 within the inside of an owner's lot when said areas are:

- a. Fenced, walled, and improved by the planting of shrubbery, trees, or ground cover without prior written consent of the Board of Directors;

b. For other reasons determined by the Board of Directors from time to time when it determines that maintenance of the area by the Association is not practical, and the Association's determination to cease providing a lot with maintenance services as described in Article 6.1 under the terms of Article 6.2 (b) will not change the lot owner's obligation to maintain the area nor to pay the Association common expense assessment as levied on the lot

ARTICLE 7 INSURANCE AND RECONSTRUCTION

7.1 Insurance by Association. The Association shall obtain and continue in effect as a common expense such insurance and such amounts in coverages as the Board shall from time to time determine to be appropriate, necessary or desirable, including but not necessarily limited to the following types of insurance policies:

a. Comprehensive public liability insurance with limits to be approved by the Board, covering claims for personal injury and/or property damage, such coverage to include protection against water damage liability, liability for non-owned and hired automobiles and liability for property of others and such other risks as shall customarily be covered with respect to similar developments and risks. The policy shall also contain a "severability of interest" endorsement or the equivalent, which shall preclude the insurer from denying the claim of an owner because of the Association's negligent acts or omissions or those of other owners.

b. Workers' compensation insurance in an amount sufficient to meet the requirements of Florida law, if needed.

c. Such other insurance coverages in such amounts as the Board may determine to be necessary, reasonable or appropriate.

7.2 Owner's Insurance. Each owner shall be responsible for obtaining and maintaining in effect all flood, wind, casualty and liability insurance with respect to such owner's lot and dwelling as the owner or this Declaration shall require, from time to time determine. The Association shall not obtain any such insurance on behalf of an owner, nor shall the Association insure the lots in any manner.

7.3 Destruction of Improvements.

a. In the event any dwelling structure upon a lot shall be substantially damaged or destroyed, it shall be the owner's obligation to repair, rebuild or reconstruct the improvements as soon after such casualty as may be practical. All such repair, replacement and reconstruction shall require architectural review as provided herein.

b. Notwithstanding damage to or destruction of the lot's improvements, the owner shall remain liable to the Association for all assessments, whether regular, special or additional assessments, in connection with such lot. Such liability shall continue unabated, even though the lot is not fit for occupancy or habitation, and even though such improvements are not

reconstructed.

c. As soon as practical after damage or destruction, the lot owner shall remove all debris and portions of the improvements that cannot be preserved for incorporation into the replacement structure. All dangerous conditions shall be removed immediately.

d. A lot owner shall, within sixty (60) days after the casualty, notify the Board in writing of his intention to rebuild or reconstruct. The owner's failure to timely deliver this notice shall be deemed evidence of such owner's intention not to rebuild. The owner shall initiate architectural review within ninety (90) days of his notification, and shall commence rebuilding or reconstruction within sixty (60) days after final Board of Directors approval and construct the dwelling to completion. The dwelling must be completed within one (1) year after the casualty event causing its damage. If for any reason the lot owner does not notify, initiate architectural review, commence or diligently pursue rebuilding or reconstruction within the time limits established herein, then he shall be deemed to have elected not to rebuild and the Association shall have the rights and duties hereinafter specified. An owner may at any time notify the Association in writing of his election not to rebuild.

e. If an owner elects not to rebuild the improvements, or is deemed to have so elected under the provisions of this Section, then the owner shall be obligated at his expense to remove all portions of the improvements remaining, except underground utility and irrigation lines, which shall be secured. The owner shall cause to be removed all parts of the improvements then remaining, including the slab and foundation. The owner shall provide fill and install sod so that the lot shall have the appearance of landscaped open space. The lot's clearing and the restoration shall be completed not later than thirty (30) days after the date upon which the owner elects or is reasonably deemed to have elected not to rebuild.

f. If an owner fails to comply with any of the provisions of this Section, then the Association may perform such acts as are the owner's responsibility and the cost together with a reasonable administrative fee shall be treated initially as a common expense, but charged against the lot owner as a special assessment and collectable as a lien pursuant to Article 8 of this Declaration.

g. Upon written application of an owner, any of the time periods set forth in this Section may be extended by the Board for good cause.

ARTICLE 8 COVENANT FOR MAINTENANCE ASSESSMENTS

8.1 Assessments. The making and collection of assessments against the lot owners for common expenses shall be in such amounts as may be deemed appropriate by said Association's Board of Directors for the management and operation of the Association and for the general purposes and objectives of the Association. The Board of Directors shall fix the amount of the assessment against each lot for each assessment period. In the event of a delay in establishing an annual assessment, an otherwise proper assessment may be collected retroactively. Written notice of the assessment shall be sent to every owner subject thereto. The due dates shall be established

by the Board of Directors.

8.2 Share of Common Expenses. Each lot owner shall be liable for a 1/41st share of the common expenses.

8.3 Annual Budget of Common Expenses. The annual budget of common expenses shall be adopted by the Board of Directors of the Association.

8.4 Interest; Application of Payments. All assessments and installments of such assessments paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the highest rate allowed by law from the date when due until paid. All payments upon account shall be first applied to any interest accrued by the Association, then any administrative late fees, then to any costs and reasonable attorney's fees incurred in collection and then to the assessment payment first due. All interest collected shall be credited to the general expense account. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying a payment.

8.5 Late Fee. The Association may charge an administrative late fee in addition to interest in an amount not to exceed the greater of \$25.00 or five percent (5%) of any installment of the assessment for each delinquent installment that the payment is late.

8.6 Acceleration of Assessment Installments Upon Default. If a lot owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the owner, and then the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the owner, or not less than twenty (20) days after the mailing of such notice to the owner by registered or certified mail, whichever shall first occur.

8.7 Special Assessments. Special assessments may be imposed by the Board of Directors to meet unusual, unexpected, unbudgeted, or non-recurring expenses. Special assessments are due on the day specified in the resolution of the Board approving such assessments. The notice of any Board meeting at which a special assessment will be considered shall be given as required by Chapter 720, Florida Statutes; and the notice to the owners that the assessment will be levied must contain a statement of the purpose(s) of the assessment. Payment of any special assessment levied by the Association's Board of Directors shall be due upon not less than thirty (30) days written notice thereof on the date and in such installments as the Board of Directors may specify. The funds collected must be spent for the stated purpose(s) and any excess funds shall be allocated by the Board either to the operating or the reserve account, or to both.

8.8 Lien for Assessments. In the event any assessment is not paid within ninety (90) days after the same is due, the Association shall have the right to file a Claim of Lien in the Public Records of Sarasota County, Florida. The Association may foreclose a lien for assessments in the same manner in which a mortgage of real property is foreclosed and may also bring action to recover a money judgment for the unpaid assessments without waiving

any claim of lien. In the event the Association files a Claim of Lien against any lot, it shall be entitled to recover from the owner of such lot the aforesaid interest and late charge and all costs, including reasonable attorney's fees (including attorney's fees for appellate proceedings), incurred in preparing, filing, and/or foreclosing the Claim of Lien, and all such costs, late charges, interest and fees shall be secured by said lien. This right to lien includes expenses and fees incurred by the Association which include, but are not limited to, mowing fees and expenses incurred in curing restriction defaults on lots, expenses incurred on repairing the common area due to damage by lot owners or their invitees or for other fees, costs and expenses permitted to be converted to a lien as stated in this Declaration.

8.9 Subordination of the Lien to Mortgages. The Association's lien against each lot shall be subordinate and inferior only to the lien of taxes and special assessments levied by Sarasota County or other governmental authority and to the lien of any bona fide first mortgage hereafter placed upon such lot prior to the recording of an Association Claim of Lien. Any first mortgagee that acquires title to a lot through mortgage foreclosure or acceptance of a deed in lieu of foreclosure of a mortgage recorded prior to July 1, 2008, shall not be liable for assessments levied against such lot which became due prior to the acquisition of such title unless a Claim of Lien for such assessments was recorded prior to the recording of the mortgage. Any first mortgage recorded on and after July 1, 2008, shall be subject to the limited liability for payment of delinquent assessments as set forth in Chapter 720.3085, Florida Statutes, even if the Association is the record title holder of the lot at the time the mortgagee takes title to the property at the conclusion of the mortgage foreclosure action or by deed in lieu of foreclosure. The Association's assessments shall be paid as follows:

a. The unit's unpaid common expenses and regular period assessments and special assessments which accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or

b. One percent (1%) of the original mortgage debt if it is less than the amount as stated in paragraph (a) above.

c. The provisions of paragraphs (a) and (b) shall not apply in limitation unless the first mortgagee joined the Association as a defendant in the foreclosure action. Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location which was known to, or reasonably discovered by, the mortgagee.

d. A third party purchaser of a mortgage foreclosure action on a lot in this subdivision shall not be entitled to the limited liability stated above and owes all past due assessments, interest, late fees, attorney fees and costs incurred in collection of the above, even in the event the Association is a named party in the mortgage foreclosure action.

8.10 Estoppel Information. The Association shall, within ten (10) business days after receiving a written request for same, certify to any owner, prospective purchaser of a unit, or mortgagee in writing (also referred to as an "estoppel letter"), signed by an Association officer,

setting forth whether all assessments and other sums due the Association have been paid. In no event shall such fee be in excess of \$250.00 or as otherwise permitted by law, whichever is greater. Such certificate may be relied upon by all interested persons.

8.11 Suspension of Voting Rights. The voting rights of a member may be suspended by the Board of Directors if that member is more than ninety (90) days delinquent in the payment of any assessment to the Association.

ARTICLE 9 ARCHITECTURAL CONTROL

9.1 Architectural Control. The Board of Directors shall perform the Architectural Control duties. The Board of Directors' duties include the power to approve or disapprove alterations to a lot as requested by the owner, but also to enforce the lot owner's obligations and use restrictions as stated in this Declaration.

9.2 Lot Owner Alteration Subject to Architectural Control. No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the properties nor shall any exterior addition or change or alteration therein including a change of the landscaping on the lot, building exterior paint, color be made nor shall any improvements be made within the individual's lot line or property line until the plan and specifications showing the nature, kind, shape, height, materials, color, harmony of external design and location in relation to surrounding structures and topography shall have been submitted to and approved by the Board of Directors. The Board of Directors may, at its sole discretion, disapprove plans and specifications for any reason, including purely aesthetic considerations, but, in order to assist an owner in the development of acceptable plans and specifications, the Board of Directors shall state with reasonable particularity its grounds for such disapproval. It is the Association's intent to promote and assure architectural and aesthetic style in the subdivision for the benefit of all owners in the subdivision.

9.3 Architectural Standards. The Board of Directors may, from time to time, adopt and promulgate architectural standards for the subdivision. The standards may not be contrary to the provisions of this Declaration or the Bylaws and shall be consistent with the subdivision's original architectural, structural, esthetic and environmental concept and the original development. All standards shall be adopted and applied on a uniform basis, and may be revised or expanded from time to time to take cognizance of new materials, techniques and proposals. All architectural standards shall be deemed to include the mandatory architectural obligations, prohibitions and guidelines contained in this Declaration.

9.4 Plans. Two (2) complete sets of all plans and specifications for any such improvement or structure, including landscape plan, proposed for any lot shall be submitted to and approved by the Board of Directors prior to the commencement of construction or placement of such improvement. The Board of Directors shall require submission of plans for the grading of any lot and plans specifying the proposed elevation of the floor slab of any structure to be built on such lot. Any increase in the elevation of the existing grade of a lot shall be accomplished by the owner so

as to not increase the surface water runoff from such lot onto neighboring properties. Whenever required by the Board of Directors, the owner shall also furnish a drainage plan for his lot. The Board of Directors, in its discretion, may also require submission of samples of building materials proposed for use and such additional information as may be reasonably necessary for the Board to completely evaluate the proposed structure or improvement.

9.5 Disapproval. If, following its review of the plans and specifications submitted to it, the Board of Directors disapproves such plans and specifications, the Board shall advise the owner, in writing, of the portion or items thereof which were found to be objectionable and the owner shall not proceed with those items or portions as disapproved. In the event the owner corrects the objectionable portions, he may resubmit the plans and specifications, as corrected, for approval.

9.6 Approval. Upon final approval of an owner's plans and specifications either as originally submitted or as subsequently modified in accordance with the recommendations of the Board of Directors, the Board shall indicate its approval in writing on the plans and specifications. One set of such plans and specifications shall then be returned to the owner and one set shall be retained by the Board of Directors. Should the Board of Directors fail to either approve or disapprove an owner's plans and specifications within One Hundred Twenty (120) business days after the owner submits the plans and specifications and pays all applicable approval fees, then such approval shall not be deemed to be required in such instance; provided, however, that no building or other improvement shall be erected or be allowed to remain on any lot which violates the building and use restrictions contained in this Declaration, unless approved in writing by the Board of Directors.

9.7 Compliance with Approval. No work shall proceed except in strict compliance with this Declaration and the approval by the Board of Directors, and any improvements or work performed without such approval may be required to be removed by the Board. If any landscaping, construction or other improvements or alterations requiring Board of Director approval shall be commenced and completed without Architectural Review and approval by the Board of Directors, or at variance with approved plans and specifications, and the Board does not indicate disapproval thereof for a period of One Hundred Twenty (120) days after completion of such improvements, then such improvements shall be deemed to have been approved by the Board of Directors. Provided, however, that if during such period after completion the Board of Directors does indicate its disapproval, then such construction or other improvements may be required to be removed or altered to comply with such plans and specifications as may be approved by the Board of Directors. Nothing shall prevent an owner from making application to the Board of Directors for approval of improvements already commenced or completed, but during the period of such application the owner shall not perform any more work until the Board of Directors has acted. The Board of Directors shall expedite such application, but shall not have any increased obligation to approve merely because an owner has already commenced or completed improvements in violation of this Declaration.

9.8 Liability of Board of Directors. The Board of Directors of the Association and each of its members from time to time shall not be liable in damages to anyone submitting any plans

for approval or to any owner by reason of mistake in judgment, negligence or nonfeasance of the Board, its members, agents or employees, arising out of or in connection with the approval or disapproval or failure to approve any plans. The Board shall not be responsible for the compliance of any plans with applicable governmental rules and regulations. Anyone submitting any plans to the Board for approval, by the submitting of such plans, and any owner by acquiring title to any lot, agrees that such person shall not bring any action or claim for any such damages against the Board, its members, agents or employees. Failure to enforce any provision hereof shall not establish a precedent, regardless of the length of time or the number of times that any such provision is not enforced, and failure to enforce on any given occasion or under any particular circumstances shall not preclude the Board from enforcing the same provision retroactively, on another occasion, or under any other circumstances.

9.9 Maintenance and Improvements. Each owner shall maintain the dwelling and all improvements upon the lot in a first class condition on a continual basis and in a neat and attractive manner consistent with the standards provided for in Article 9.3 of this Declaration. The dwelling's exterior maintenance includes, but is not limited to, repair, replacement and care of roofs, gutters, downspouts, painting, exterior building surfaces, windows, driveway, patio area, pools, screening, awnings and caging, and other exterior improvements. At all times, all exterior painted areas shall be painted as reasonably necessary with colors which match the color scheme and which are harmonious with the community. All sidewalks, driveways and parking areas within the lot shall be cleaned and kept free of debris. All roofs shall be kept free from dirt, mold and mildew..

9.10 Right of Association to Maintain. If an owner has failed to maintain or repair his lot or the improvements thereon as required by this Declaration, then after written notice as herein provided, the Board of Directors may perform the maintenance and make all repairs that the owner has failed to perform. Entry onto the owner's property as required to perform the necessary maintenance and repairs shall not be deemed a trespass. All costs of maintenance or repairs shall be assessed to the owner and his lot as a special assessment and are collectable by the lien procedure set forth in Article 8. The Board of Directors may rely upon duly promulgated uniform standards of maintenance in carrying out its responsibilities hereunder. In proceeding under this Section, the Board of Directors shall employ the procedures hereinafter set forth:

a. Upon finding by the Board of Directors of a deficiency in maintenance, the Board of Directors shall deliver written notice to the responsible owner, briefly describing the deficiency and setting forth the action needed to be taken to correct the deficiency.

b. If the owner does not contact the Board of Directors, in writing, of his intent to correct such deficiency within twenty (20) days after the Board of Directors sends him its notice, then the Board of Directors may give the owner a second written notice of the Board of Directors' intention that the Association perform such maintenance and/or repairs.

c. Any owner aggrieved by the Board of Directors' decision to proceed under this Section may, after the Board of Directors delivers the notice announcing the Board

of Directors' intention to perform the maintenance or repairs, appeal the issue to the Compliance Committee, whose decision shall be final. The owner's failure to appeal within ten (10) days of the Board of Directors' delivery of notice of intention to proceed shall be deemed a waiver of objection and consent to the performance of all maintenance and repairs by the Board of Directors, and consent to the assessment of the cost thereof as a special assessment.

d. All necessary Board of Director maintenance or repair, other than emergency repairs, shall take place only during daylight hours on week days, excluding holidays.

9.11 Professional Services. The Board of Directors, however, shall have the power to engage the services of professionals to serve as advisors to the Board of Directors for compensation for purposes of aiding the Board of Directors in carrying out its function.

ARTICLE 10 USE RESTRICTIONS

10.1 Restrictions, Single Family Residences. Any structure of any kind erected or placed within the property must be in compliance with all applicable zoning regulations and this Declaration. All of the property is constructed and occupied as single family residential property and no more than one single family detached dwelling may be constructed on any lot.

10.2 Features of Single Family Dwelling. All single family dwellings constructed, altered or permitted to remain on any single family lot shall conform to the following requirements:

a. Residential Use. No lot shall be used except for single-family residential purposes. No building, dwelling or structure shall be erected, altered, placed or permitted to remain on any lot other than for single family occupancy. No dwelling unit may be divided into more than one residential dwelling and no more than one family shall reside within any dwelling unit.

b. Commercial Use. No part of a lot shall be used directly or indirectly for any business or other non-residential purpose, except that owners, tenants and occupants may conduct limited professional or business activities incidental to the primary use of the dwelling unit as a residence, but only if the activity is permitted under the zoning regulations of Sarasota County, and is confined solely within their lot, and only if the activity cannot be seen, heard or smelled by other residents of the subdivision. No activity shall be permitted that results in a significant increase in pedestrian or vehicular traffic in the subdivision, nor shall any activities be permitted which would increase the insurance risk of either homeowners or the Association, or create a danger. The Association shall have the right to provide or authorize such services on the common area as it deems appropriate for the enjoyment of the common area and for the benefit of the owners.

c. Building Height. No building shall exceed the height of the buildings as originally constructed by Developer.

d. Garage. Each dwelling unit shall be constructed with an attached private enclosed garage utilized for vehicle parking.

e. Structural Additions and Alterations. No structural additions or alterations may be made to a dwelling unit, other than erection or removal of non-support carrying interior partitions wholly within the lot and the addition of amenities as set forth in Article XI hereof, except with Board of Director approval as stated in this Declaration.

f. Subdivision of Lots or Dwelling Units. No owner shall divide or subdivide a dwelling unit or lot for purposes of sale or lease and no portion less than all of any dwelling unit, nor any easement or other interest granted herein, shall be conveyed or transferred by an owner. This provision shall not prohibit corrective deeds, deeds to resolve boundary line disputes and other similar corrective documents.

g. Building Locations. No structure shall be located on any lot except as originally erected by Developer.

h. Lot Area and Width. No building shall be erected on any lot other than within a lot as depicted on the Eden Harbor Plat.

10.3 Nuisances. No illegal, noxious or offensive activity shall be permitted or carried on upon any part of the property, nor shall anything be permitted or done thereon which is or may become a nuisance or source of embarrassment, discomfort or annoyance to the other residents of the property. No owner shall make any use of the common area that will increase the cost of insurance above that required when the common area is used for the approved purposes, or that will cause any such insurance to be cancelled or threatened to be cancelled, except with the Board of Directors' prior written consent. No personal property of any nature shall be parked, stored or permitted to stand for any period of time on the common area or on the lot, except in accordance with the Standards or Rules and Regulations promulgated from time to time by the Board of Directors, and except for personal property owned by the Association.

10.4 Irrigation. Each lot is equipped with an inground irrigation system for the lawn and landscaping. The irrigation system on each lot obtains its water from Englewood Water District. The irrigation systems maintenance, repair and replacement is subject to the requirements of Article 6 of this Declaration. All changes, alterations or replacement of irrigation systems are subject to prior, written Board of Director approval.

10.5 Sidewalks; Curbs, Driveway. No driveway, parking area and walkway design, location, materials and coloring shall be altered or changed without prior written Board of Director approval. No owner shall paint or otherwise deface the sidewalk, curb or any other part of the common area.

10.6 Modular and Temporary Structures and Use. No modular or manufactured home

or structure of a temporary character, including, but not limited to, trailer, shed, tent, shack, garage, barn or other building, shall be moved to, erected or used on any portion of the property at any time for a residence, workshop, office, or storage room, either permanently or temporarily. It is prohibited to be domiciled in a mobile home, travel trailer, recreational vehicle or camping trailer on the property.

10.7 View Obstructions. The Board of Directors shall have the right, but not the obligation, to remove, relocate or require the removal or relocation of any wall, bank, hedge, shrub, bush, tree or other thing, natural or artificial, placed or located on any portion of the property, if the location of the same will, in the Board of Directors' reasonable judgment, obstruct the vision of a motorist upon any of the private access streets, or obstruct any aesthetic or scenic views.

10.8 Vehicles, Parking and Storage. Each lot owner shall comply with the following parking and storage restrictions:

a. No trailer, camper, motor home, boat trailer, canoe, boat, commercial van, truck, tractor, service vehicle or other commercial vehicle shall be permitted to remain within the subdivision other than for temporary parking unless parked within an enclosed garage, except when the boat is docked at the Boat Dock Facility.

b. Temporary parking shall mean the parking of such vehicles while being used in the furnishing of services or materials to owners, or used by owners for loading and unloading purposes only. Boats on trailers, boat trailers, and RV's may be parked on the driveway or on the street in front of the owner's lot if it cannot fit in the driveway for periods set forth below. In no event shall such parking be allowed if it blocks the street. Parking, pursuant to the provisions of this Section, shall be for not more than 72 consecutive hours, for parking in the driveway and not more than 24 hours for parking on the street and shall not be more than two (2) times per month and then only for the purpose of cleaning, provisioning, minor repairs, and/or unloading/loading.

c. Notwithstanding the foregoing, no vehicle with advertising on the exterior or used for commercial purposes may be parked on the driveway of a lot, and no more than two (2) vehicles shall be parked on a driveway at any time.

d. No vehicle shall park on the sidewalk, including but not limited to that portion of the driveway which incorporates the sidewalk.

e. No vehicle shall be parked overnight on the street, except as otherwise provided for herein.

f. No vehicle maintenance, repair, painting, sanding is permitted in the subdivision, except for minor vehicle servicing such as cleaning and tire repair.

g. No vehicle which exceeds the dimensions of the dwelling unit's garage shall be permitted to park or be parked overnight in the subdivision.

h. The Board may cause any vehicle in violation of this restriction to be towed away with the costs to be borne by the vehicle owner or operator.

i. The Board of Directors may provide from time to time for additional parking restrictions by way of the Association's Rules and Regulations.

10.9 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept within the subdivision, except for common, traditional house pets (i.e. dogs, cats, fish and caged birds) may be kept within a dwelling, provided so long as they are not kept, bred or maintained for any commercial purpose. No pet shall be kept outside of the dwelling unattended, or in any screened porch or patio unless someone is present in the dwelling. All pets must be carried or kept on a leash when outside the dwelling. No pet allowed in an outside enclosed area is to be housed outside. Pets which are potentially dangerous to others shall be kept indoors. Any pet, whether from number, disposition or otherwise, that repeatedly causes, creates or contributes to a nuisance or unreasonable disturbance or annoyance or noise may be required to be permanently removed within fourteen (14) days of delivery of written notice from the Board of Directors to the owner or other person responsible for such pet and the owner of the lot on which such person resides, if such owner is not also the person responsible for the pet. All pet owners shall be fully responsible for the actions of their pets. Pet excrement left unattended on lots, lawns or boulevards shall be considered a nuisance and an unreasonable annoyance. The Board of Directors may provide from time to time for additional pet restrictions by way of the Association's Rules and Regulations.

10.10 Tree Protection. The Board of Directors shall have the right and discretion to deny landscaping or construction plans or require specific dwelling placement solely for the purpose of preserving existing trees. The use of tree wells, natural grade and other protective measures shall be utilized by all owners. The removal of any tree(s) shall require the Board of Directors' prior written approval. Removal of trees within preservation areas is strictly prohibited.

Any owner, family member, guest, invitee, tenant, or licensee who removes any tree(s) without the Board of Directors' prior written approval shall be fined, as provided for in Article 13 of this Declaration, for each day until the tree(s) are replaced, subject to the Board of Directors' prior written approval as to type, placement and size.

10.11 Screening of Outside Equipment. Outside equipment shall be placed or screened on the lot as follows:

a. No gas tank, gas container, or gas cylinder shall be permitted to be placed on or about the outside of any of the dwelling, any ancillary building, or lot, and all gas tanks, gas containers, and gas cylinders shall be installed underground in every instance where gas is used, and any such addition or installation shall be subject to Board approval. Notwithstanding the foregoing, gas cylinders of the type used for barbecue grills or fire pits not in excess of twenty (20) pound capacity, are excluded from this subsection.

b. No garbage or recycling containers shall be allowed to remain on the street side of any residence. If shielding on the side of a residence is used, it first must be approved by the Board.

c. No window or wall air conditioning units shall be permitted on any lot without the Board of Directors' prior written approval.

10.12 Mailboxes; Post Lights; Identification Signs; Awnings. No mailbox or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material, no post light, no identification sign displaying names, numbers or the like, and no awning shall be erected or located within the property.

10.13 Garbage/Trash Collection. No fires for the burning of trash, leaves, clippings, or other debris or refuse shall be permitted on any part of the property. No trash, garbage, rubbish, debris, waste materials, nor other refuse shall be deposited or allowed to accumulate or remain on any part of the property, or upon any land or lands contiguous thereto. Any owner who allows a lot he is supposed to maintain, to become overgrown, or permits garbage or trash to collect so as to cause unsightliness, or a fire, mosquito, rat or vermin hazard agrees that the Association can enter onto the lot to cure the violation(s) after the Board of Directors has sent written notice to that lot owner's last known address, stating that such conditions exist and that the owner has failed to remedy the conditions. The Association is entitled to reimbursement of its expenses incurred in curing the violation, together with all costs incurred to collect the expense. Such costs, together with interest at the maximum contract rate permitted by law from ten (10) days after the date of demand for payment, shall be secured by a lien against the lot and shall be considered an assessment secured by an assessment lien collectable pursuant to the provisions of Article 8 above.

10.14 Antennas and Solar Devices. There shall not be permitted or maintained any type of radio, television or other communication system antenna on any exterior portion of a dwelling or the lot, nor shall any such antenna be maintained inside a dwelling if it emanates or creates radio or television reception interference with any neighboring dwelling, except that a satellite television antenna which is no larger than one (1) meter in diameter may be installed with prior written Board of Director approval which approval may not be unreasonably withheld. The Board of Directors may adopt written specifications designating preferred installation locations or screening requirements. However, such specifications shall not be enforced if those specifications (i) unreasonably delay or prevent installation, maintenance or use of the permitted antenna; (ii) unreasonably increase the cost of installation, maintenance or use of such antenna, or (iii) preclude reception of an acceptable quality signal. All solar collectors shall be located on the dwelling's roof, and no such solar collector shall be visible from the roadway in the front of the dwelling. This restriction as to visibility from the roadway shall not apply if such solar collector cannot be placed in a position which provides an orientation to the south or within forty-five (45) degrees east or west of due south and preserves its effective operation.

10.15 Clothes Hanging. No portion of any lot shall be used as a drying or hanging area for laundry of any kind unless the area is shielded from public view

10.16 Window Treatment. No aluminum foil, reflective film or similar reflective treatment shall be placed on windows or glass doors or window treatments visible from the exterior of any

dwelling.

10.17 Signs. No sign, advertisement, notice, lettering or descriptive design shall be posted, displayed, inscribed or affixed to the exterior of a unit. The Association may display any sign which it deems, in its sole discretion, as necessary for the health, safety and welfare of the Owners.

10.18 Obstructions; Fences. There shall be no fencing of any kind on any lot, except for screening of garbage receptacles, pool equipment, HVAC equipment unless first approved by the Board. No tree, shrub, or other landscaping which substantially obstructs the vision of drivers shall be placed or permitted to remain on any lot.

10.19 Ponds. Stormwater water retention areas (“ponds”) located within the subdivision are part of the property’s drainage facilities. Removal of littoral zone vegetation is strictly prohibited except with written permission from Sarasota County.

10.20 Surface Water Management System. No owner of a lot may construct or maintain any building, residence, or structure or undertake or perform any activity in the ponds, pond banks and drainage easements described in the approved permit and recorded Plat, unless prior written approval is received from the Southwest Florida Water Management District Venice Regulation Department and Sarasota County. Littoral zones within stormwater detention ponds are to be maintained in perpetuity by the Association.

10.21 Wells; Septic Tanks; Oil and Mining Operations. No wells or septic tanks of any kind may be drilled or maintained on an portion of any lot. No oil drilling, oil development or mining or any kind shall be permitted on any property.

10.22 Electrical Interference. No electrical machinery, devices or apparatus of any sort shall be used or maintained on any portion of the property which causes interference with the television or radio reception of any other resident of the property. This provision shall not prevent the use during normal business hours of any equipment required in construction of any improvement upon the property.

10.23 Above Ground Pools. No above ground pools shall be constructed or permitted to remain within the property, except for hot tubs, therapy pods or hydra spas as approved in advance by the Board of Directors.

10.24 Leasing. In order to maintain the high quality of Eden Harbor and to insure that it shall not become a lodging facility for transients the following lease restrictions shall be binding upon the Owners:

- a. No unit owner may lease less than an entire dwelling unit,
- b. No dwelling unit may be leased more than six (6) times in a calendar

year.

c. No unit owner shall lease the dwelling unit for less than thirty (30) days each lease term.

d. The unit owner shall provide the Association with written notice of each lease occupancy and shall also provide the Association with a copy of the written lease for that rental term.

e. Dwelling units may only be occupied by tenants as a single family residence. Single-family shall include one person; two or more persons all of whom are related by blood, marriage, or legal adoption; or not more than two unrelated persons living and cooking together as a single housekeeping unit.

f. Guests of tenants (with the exception of an owner's immediate family member) who intend to reside in the dwelling unit more than thirty (30) days must be registered with the Association. Guests of tenants may not use the dwelling unit except when the tenant is also in residence.

g. Guests of owners (with the exception of an owner's immediate family member) who intend to reside in the dwelling unit more than thirty (30) days must be registered with the Association. Those guests who are not registered within the thirty (30) day timeframe of the date of occupancy shall be considered a tenant.

h. An owner of a leased dwelling unit may not use any portion of the common area except as a guest.

10.25 Setback Line. No dwelling, building or other structure (which shall be deemed to include a porch, veranda, garage, pool, pool cage, lanai, screen enclosure, above ground well equipment, and the like) shall be erected or placed upon any part of a lot such that any portion of said dwelling, building or structure (excluding normal eaves or overhangs):

a. Encroaches on any "building setback line" or easement denoted on the subdivision Plat;

b. Encroaches on any easement reserved unto or granted pursuant to the provisions of this Declaration or the Plat;

c. Is closer than ten feet (10') to the front lot line (which is any line adjacent to a street), closer than five feet (5') to a side lot line, but in no case shall the combined side lot line setbacks be less than ten feet (10'), nor closer than eight feet (8') to a rear lot line; or

d. Is constructed in violation of any setback requirements of Sarasota County then in effect. No dwelling, building or other structure (as defined above), nor any fence, wall or hedge shall be erected on a corner lot so that the setback from any lot line

adjacent to any street is less than ten feet (10'), it being the intent that corner lots have two front yards. Where the Association deems appropriate, variances may be granted pursuant to Article 11 hereof.

10.26 Yards and Lawns. That each lot, and also the unpaved portion of a street right-of-way adjoining such lot, that is not covered by a dwelling, patio, flowerbed, driveway or walkway, shall be sodded, planted or plugged with Board of Director approved grass or material by the lot owner. In no event shall gravel or stone be permitted in front, or anywhere visible from the street.

10.27 Utilities, Equipment and Fixtures. All fixtures and equipment serving only one lot, including, without limitation, utility lines, pipes, wires, conduits, and the like, but specifically excluding items to be maintained by the Association as set forth in Articles 3 and 6 hereof, shall be maintained and kept in good repair by the lot owner served by such equipment and fixtures. In the event any such equipment and fixtures installed within the property serves more than one dwelling, whether or not within a lot, the expense of its maintenance and repair shall be shared equally by the owners of the dwellings served. Notwithstanding the foregoing, in the event any such equipment or fixtures are damaged as a result of the actions of any person or entity other than all of the owners responsible for repairing same, the person causing the damage shall be liable for all repair expenses incurred by the owner or owners. In the event a blockage or obstruction occurs in a sewer line serving more than one lot, the cost of clearing such blockage shall be paid by the owner whom the Board of Directors reasonably deems is responsible, and if it cannot reasonably be determined which owner was responsible, the cost shall be borne equally by all owners of lots served by the portion of the sewer line in which the blockage occurred and shall be assessed against these owners. Any cost payable by an owner pursuant to this provision which is paid on behalf of such owner by the Association shall be repaid upon demand, and shall be secured by a lien against the lot and shall be considered an assessment secured by an assessment lien collectable pursuant to the provisions of Article 8 above.

10.28 Unsafe Conditions. No owner shall do or allow any act, or allow any condition to exist, that will impair the structural soundness or integrity of any dwelling or impair any easement established or referenced herein, or do any act or allow any condition to exist which will or may adversely affect any dwelling or any owner or resident of the property or create a hazard to persons or property.

10.29 Windstorm Protection. Various forms of windstorm protection are available and their use is encouraged. All windstorm protection devices must receive written Board of Director approval prior to its installation, and their installation shall be as determined by rules and regulations promulgated by the Board.

10.30 Display of Flag. Any lot owner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner. One portable, removable official flag representing the United States Army, Navy, Air Force, Marine Corps or Coast Guard may be displayed on Armed Forces Day, Memorial Day, Flag Day,

Independence Day and Veterans Day. Decorative flags are permitted to be displayed in a respectful manner. All flags shall not be larger than 4-1/2 feet by 6 feet. Each lot may maintain a freestanding flagpole, not more than twenty (20) feet in height, except that the pole may not be placed on an easement nor in such a location that it obstructs sightlines.

10.31 Games and Accessory Structures. No basketball back-board, fixed games, play structure, platform, doghouse, pony house, tree house, playhouse or other structure of a similar kind or nature shall be constructed or placed on any part of a lot.

10.32 Swimming Pools. No above the ground swimming pool shall be permitted on any lot. Any other type of swimming pool to be constructed on any lot shall be subject to prior written Board of Director approval, which include, but are not limited to, the following:

a. Composition to be of material thoroughly tested and accepted by the industry for such construction;

10.33 Garage Sales. No garage sales, including, but not limited to moving, estate, tag, boot, yard, or other similar sales or events (singly and collectively “garage sale”) shall be conducted or permitted upon any lot.

ARTICLE 11 VARIANCES

11.01 Variances. The Board of Directors shall have the power, in its discretion, to provide a variance for both the lot owners regarding their properties and Association common area properties from the obligations set forth in these restrictions. The variance may be provided in such instances where the Board determines that the following factors, either jointly or severally, exist:

- a. Where not to grant such variance would create hardship;
- b. Where the existing or proposed improvement allowed by such variance would be in keeping with the spirit and intent of these restrictions;
- c. Where the variance is compatible with the character and nature of the property; and
- d. Where the variance would not substantially adversely affect any neighboring owners or the property as a whole.

The Board may entertain granting a variance either by way of a written application of an owner setting forth in reasonable detail the variance request or by Board initiative. The variance, if approved by the Board, shall be evidenced by a written instrument executed by the Association with the formalities of a deed and shall be recorded in the Public Records of

Sarasota County, Florida. The legal fees and recording costs for the variance shall be borne by either the Association if the variance is brought on the Board's own initiative or by the lot owner requesting the variance.

ARTICLE 12
AMENDMENT

12.1 Amendment. Except as otherwise specifically provided herein, this Declaration may be amended only in the manner hereinafter set forth.

12.2 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

12.3 Resolution. A resolution adopting a proposed amendment may be proposed by either the Board of Directors or by at least twenty percent (20%) of the members of the Association.

12.4 Vote. Members not present in person at the meetings considering the amendment may express their approval in writing, by proxy, providing such approval is delivered to the Secretary prior to the start of the meeting. An affirmative vote of not less than sixty-six percent (66%) of those members who cast their vote, in person or by proxy, at a properly called members' meeting is required to amend this document.

12.5 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by officers of the Association with all the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Sarasota County, Florida.

12.6 Amendments/County Rights. No amendment to the Declaration shall impair, restrict or prove detrimental to the rights of Sarasota County as provided within the Declaration as originally recorded, and as subsequently amended, without the joinder and consent of an authorized officer, representative or agent of Sarasota County.

12.7 Amendments/SFWMD. Any amendment to this Declaration which would affect the Surface Water Management System, including the water management portions of the common areas, shall require SWFWMD's prior written approval.

ARTICLE 13
ENFORCEMENT

13.1 Enforcement. If any person, firm or corporation, or their respective heirs, personal representative, successors or assigns shall violate or attempt to violate any of the restrictions set forth in this Declaration, it shall be the right of the Association or any lot

owner to bring any proceedings at law or in equity against the person or persons violating or attempting to violate such restrictions, whether such proceedings aim to prevent such persons from so doing, or to recover damages, or otherwise, and if such person is found in the proceedings to be in violation of or attempting to violate the restrictions set forth in this Declaration, that person shall bear all expense of the litigation, including court costs and reasonable attorney's fees (including those on appeal) incurred by the party enforcing the restrictions set forth herein. The Association shall not be obliged to enforce the restrictions set forth herein and shall not in any way or manner be held liable or responsible for any violation of this Declaration by any person other than itself.

13.2 Costs and Attorneys' Fees. In any legal proceeding arising out of an alleged failure of a lot owner, tenant, guest, or invitee or the Association to comply with the requirements of the Homeowner's Association Act or the community's governing documents, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs and expense of the proceeding and a reasonable attorney's fee incurred before litigation begins, during litigation and on appeal. The Association may also recover attorney's fees it incurs because of noncompliance with the community documents in cases where no court action is filed including, but not limited to, arbitration and pre-litigation fees incurred in the collection of delinquent assessments, and fees reasonably incurred by the Association in obtaining compliance with the community documents. Said costs and fees shall be secured by a lien for charges, as provided in Article 8 hereof.

13.3 Waiver. Failure of the Association or any other person or entity to enforce any provision of this Declaration upon breach, however long continued, shall in no event be deemed a waiver of the right to do so thereafter with respect to such breach or as to any similar breach occurring prior or subsequent thereto. Issuance of a building permit or license which may be in conflict with the restrictions set forth herein shall not prevent the Association or any of the owners from enforcing the restrictions set forth herein.

13.4 Association Self-Help Remedy. Further, the Association shall have the right, upon ten (10) days prior written notice by certified or registered mail, return receipt requested, to take such action as the Association shall deem necessary to cure the default of any owner who fails to comply with this Declaration's terms, including, but not limited to, the towing of vehicles that are in violation of parking restrictions. Entry onto the lot for purposes of this provision shall not be deemed a trespass. In any such action, all costs reasonably incurred in connection with the violation cure, together with interest at the highest contract rate permitted by law from the date of demand, shall be due and payable from the defaulting lot owner on demand, and shall be secured by a lien in favor of the Association on the defaulting owner's lot as described in Article 8. To the maximum extent permissible, the violator shall pay all costs, including reasonable attorney's and paralegal's fees actually incurred by the Association.

13.5 Enforcement by Sarasota County. Sarasota County shall have the right, but not the obligation, to enforce by proceedings at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration as required by Sarasota County.

13.6 Authority of Board of Directors to Levy Fines.

a Board Levies Fine. The Board of Directors may levy reasonable fines against a lot for failure of the owner of the lot or its occupant, licensee or invitee to comply with any provision of the Declaration, the Bylaws, or the reasonable standards and or Rules of the Association. Nothing herein shall authorize the Board of Directors to limit an owner's or occupant's ingress and egress to or from the owner's lot. In the event that any occupant of a lot violates the Declaration, Bylaws or the Rules and Regulations, a fine shall be first assessed against the occupant residing therein; provided, however, if the fine is not paid by the occupant within the time period set by the Board of Directors, the owner shall pay the fine upon delivery of written notice. A fine shall not exceed \$100.00 per violation or be levied in an amount otherwise permitted by law, whichever is greater. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for a hearing, provided that no such fine shall in the aggregate exceed \$3,000.00 or as otherwise permitted by law, whichever is greater. The failure of the Board of Directors to enforce any provision of the Declaration or Bylaws shall not be deemed a waiver of the right of the Board of Directors to do so thereafter. The Board of Directors shall have the authority to adopt rules, regulations and policies to fully implement its fining authority.

b. Compliance Committee. The Board of Directors shall establish a Compliance Committee. The Compliance Committee shall consist of no less than three (3) nor more than five (5) unit owners, none of whom shall be an officer or a director, nor the spouse or a family member of an officer or a director. The requirements for qualification as a Compliance Committee member includes maintaining a current status in their assessment obligations and compliance with the terms contained in this Declaration or the Rules and Regulations.

c. Fourteen Day Notice for a Compliance Committee Hearing. The Board of Directors shall afford an opportunity for a Compliance Committee hearing to the party against whom the fine is levied, after reasonable notice of not less than fourteen (14) days. The notice shall include:

1. A statement of the date, time and place of hearing.
2. A statement regarding the governing document provisions which have allegedly been violated; and
3. A short and plain statement of the matters asserted by the Association.
4. The affected owner, whether the offending party or not, shall always be given notice of the Compliance Committee hearing.

d. Owner's Rights at the Hearing. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral

argument on all issues involved and shall have an opportunity at the Compliance Committee hearing to review, challenge, and respond to any material considered by the Association.

e. Compliance Committee Duties. The Committee hears both sides of the issue, from the Association and from the owner, and then makes a decision whether to ratify the fine or to reject the fine. The Committee's decision is placed in writing and is considered by the Board at its next Board meeting. If the Committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. The role of the Committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board.

f. Notice to Parties by Board of Hearing Outcome. The Board at its next Board meeting reviews the committee's recommendation, votes accordingly and sends notice to the owner/tenant of the decision regarding the fine.

g. Fine Established by Board Action if No Committee Hearing Requested. If the owner does not request a Compliance Committee meeting, then the fine accrues at the time of the Board meeting at which the fine is levied, up to the maximum amount provided for in the Statute, the Association Declaration or Bylaws (if different than the Statute).

h. Collection of Fines. Upon the levying of any fine, the Board may collect such fines in one or more installments. Unpaid fines of \$1,000.00 or more shall constitute a lien and may be secured by a recorded lien in favor of the Association on the owner's lot as described in Article 8. In the event a fine is levied as a result of this process and the unit owner refuses or fails to pay the fine within thirty (30) days from the date the fine reaches the aggregate amount of \$1,000.00 or more for the violation(s), then the Board of Directors as an alternative remedy to pursuing collection by way of a Claim of Lien is authorized to file a legal action in the Sarasota County Court system to collect the fine. All Association expenses incurred in collecting the fine, including but not limited to reasonable attorney's fees and costs, will be the unit owner's responsibility. In the event a Court Judgment is obtained and it is in proper form with a certified copy recorded in the Public Records of Sarasota County, Florida, this Judgment is by Florida law considered a Judgment lien. The Board of Directors in its discretion may institute subsequent legal action as necessary to collect on the Judgment if the unit owner fails to voluntarily pay the same. In the event it is determined by the Board of Directors necessary to collect the Judgment lien, all attorney's fees and costs incurred by the Association in collection on the Judgment lien, together with statutory interest on the Judgment, shall be the unit owner's responsibility to pay.

13.7 Suspension of Voting and Recreational Rights. The Board of Directors has the power to suspend the voting rights and right to use of common area facilities, if any, within the common area by an owner, for any period during which any assessment against such owner's lot remains unpaid for more than ninety (90) days, and for any infraction of this Declaration, the community standards or the Rules and Regulations, whether or not such owner had actual knowledge of such requirement at the time of the infraction. The process to suspend voting and common area use rights shall be the same as for levy of a fine as provided in this Article

13. In the event the suspension is for nonpayment of assessments, then the Board of Directors may invoke the suspension at a properly called Board of Director meeting.

13.8 Eviction of Tenant. The Board of Directors has the power to evict tenants if the tenant continues to violate the Restrictions contained in this Declaration or the Association Rules and Regulations despite written notice being provided to both the tenant and the unit owner to cure the violations.

ARTICLE 14 GENERAL PROVISIONS

14.1 Duration and Benefit. The covenants and restrictions of this Declaration shall run with the title to each of the lots in the subdivision and shall inure to the benefit of and be enforceable in accordance with its terms by the Association or the owner of any of such lots, and their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date of recording of the original Declaration in the Public Records of Sarasota County, Florida, prior to which time the provisions of this Declaration shall be extended by the means provided by the Florida Statutes in effect at that time, if any. Regardless of the above, members of the Association holding at least seventy five percent (75%) of the voting rights may at any time sign a written consent approving the termination of the provisions of this Declaration. The termination will be effective once a written instrument is signed by the Association's president and secretary, certifying that such membership approval has been obtained, and is recorded in the Public Records of Sarasota County.

14.2 Interpretation. Unless the context otherwise requires, wherever used herein, the singular form shall include the plural and vice versa; the use of one gender shall include all genders; the use of the term "including" shall mean "including without limitation"; and the use of the term "attorneys' fees" shall mean fees and costs of attorneys and legal assistants incurred on appeal or otherwise and whether or not suit is filed. The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions.

14.3 Severability. Invalidation of any one of these covenants or restrictions by law, judgment or court order shall in no way affect any other provisions, and such shall remain in full force and effect.

14.4 Occupants Bound. All provisions of this Declaration governing the usage of a lot, dwelling or the conduct of an owner shall also apply to all occupants of the lot or dwelling and all family members, guests, and invitees of the owner. Each owner shall cause all lot occupants, family members, guests and invitees to comply with the provisions and shall be jointly and severally responsible with the occupants, family members, guests, and invitees for any violation by them. The lease of any lot shall be deemed to include a covenant on the part of the tenant to comply with and be fully bound by the provisions.

14.5 Conflict. To the extent the terms hereof conflict with the Bylaws or the

Articles, the terms of this Declaration shall control.

14.6 Notice. Any notice required to be sent to any owner under the provisions of this instrument shall be deemed to have been properly sent when personally delivered or mailed, postpaid to the last known address of said owner.

THIS IS A MAJOR REVISION; AS SUCH, THERE WILL BE NO UNDERLINING OF ADDED LANGUAGE AND STRIKE THROUGHES OF DELETED LANGUAGE

AMENDED AND RESTATED

BYLAWS FOR

EDEN HARBOR HOMEOWNERS' ASSOCIATION, INC.
A Corporation Not-for-Profit

WHEREAS, the original Declaration of Covenants and Restrictions for EDEN HARBOR HOMEOWNERS' ASSOCIATION, INC. was recorded in Official Records Instrument #2002096813 et seq, as amended, of the Public Records of Sarasota County, Florida, and

WHEREAS, this is the second amendment to the Bylaws reflected by an instrument recorded in the public records, and

WHEREAS, a significant package of amendments were recently approved by affirmative vote of not less than two-thirds (2/3rds) of the voting interests present in person or by proxy voting at a membership meeting held on the 25th day of March, 2020.

NOW THEREFORE, the following are the Amended and Restated Bylaws of EDEN HARBOR HOMEOWNERS' ASSOCIATION, INC.

(Substantial Rewrite of the Bylaws,
See the Original Bylaws for the Current Text.)

ARTICLE 1
IDENTIFICATION

1.1 Identity. These are the Bylaws of EDEN HARBOR HOMEOWNERS ASSOCIATION, INC., a corporation not-for-profit organized and existing under the laws of Florida, hereinafter called "Association." The Articles of Incorporation of which were originally filed in the office of the Secretary of State of Florida on December 31, 2002.

1.2 Purpose. The Association has been organized for the purpose of perpetuating the maintenance of, preservation and management of the lots and Association property within EDEN HARBOR, a subdivision located within Sarasota County, Florida in accordance with the Declaration of Covenants and Restrictions for EDEN HARBOR.

1.3 Office. The office of the Association shall be at Argus Management of Venice, Inc., 181 Center Rd., Venice, Florida 34285, until otherwise changed by the Board of Directors.

1.4 Fiscal Year. The fiscal year of the Association shall be the calendar year.

1.5 Seal. The seal of the corporation shall bear the name of the corporation, the word “Florida, the words “corporation not for profit”, and the year of incorporation.

ARTICLE 2 MEETINGS OF THE MEMBERS

2.1 Qualification. The members of the Association shall consist of all of the record owners of lots in EDEN HARBOR, a subdivision which are subject to the Declaration. When a lot is owned by an entity, trust, or by more than one person, whether as co-tenants, joint tenants, tenants by the entirety or otherwise, each owner shall be a member of the Association by virtue of being a record owner of an interest in a lot. Lessees of lots shall not be members.

2.2 Annual Members’ Meeting. The annual members’ meetings shall be held on the first Thursday in February, at a time and place determined by the Board; provided that notice pursuant to these Bylaws is given at least fourteen (14) days prior to the date set for the annual members’ meeting. The annual members’ meeting shall be for the purpose of electing Directors, and transacting any other business authorized to be transacted by the members.

2.3 Special Members’ Meetings. Special members’ meetings shall be held whenever called by the President, or Vice President, or by a majority of the Board, and must be called by such officers upon receipt of a written request from members entitled to cast votes for not fewer than thirty-three percent (33%) if the total number of votes.

2.4 Notice of Meeting. Written or printed notice stating the place, day and hour of any members’ meeting shall be delivered, either personally or by mail to each member at the member’s address as it appears on the books of the Association, not less than fourteen (14) days before the date of such meeting, by or at the direction of the President or the Secretary. Notice may also be provided by electronic transmission so long as the member provides the Association with a signed written consent to receive notice by this method. Each member bears the responsibility of notifying the Association of any change of address. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice will also be given by posting a copy of such notice at the conspicuous place on the Association property at least 14 continuous days prior to the date of the meeting. Notice of specific meetings may be waived before or after the meeting and the attendance of any member shall constitute such member’s waiver of notice of such meeting, except when 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.

2.5 Quorum. Except as otherwise provided in these Bylaws or in the Declaration, the presence in person or by proxy of the voting interests representing at least twenty percent (20%) of the total votes in the Association shall constitute a quorum at all meetings of the Association. All decisions at a members’ meeting shall be made by a majority of the members represented at a meeting at which a quorum is present, except when approval by a greater number of members is required by the Declaration, the Articles of Incorporation or these Bylaws.

2.6 Adjournment of Meetings. If any members’ meeting cannot be held because a

quorum is not present, a majority of the voting interests who are present at such meeting may adjourn the meeting from time to time, until a quorum is present. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. The date, time and location of the adjourned meeting shall be announced at the members' meeting, and notice of the adjourned meeting shall be posted not less than forty eight (48) hours in advance of the reconvened meeting.

2.7 Voting Rights. The members of the Association are entitled to one (1) vote for each lot owned by them.

a. The total number of votes ("voting interests") is equal to the total number of lots.

b. The lot's vote is not divisible. If one natural person owns a lot, individually or as trustee, his right to vote shall be established by the record title to the lot. If two or more persons own a lot jointly, that lot's vote may be cast by any of the owners. If two or more lot owners do not agree among themselves how their one vote shall be cast, that vote shall not be counted. If a lot is owned by a corporation, any officer may vote on behalf of said corporation. If a lot is owned by a partnership, any partner may vote on behalf of the partnership. If a lot is owned in trust, the trustee or any beneficiary of a trust shall be entitled to vote. If a lot is subject to administration by a duly authorized and acting Personal Representative or Guardian of the property, then such Personal Representative or Guardian shall be entitled to cast the vote for such lot upon filing with the Secretary of the Association a current certified copy of his Letters of Administration or Guardianship. Any person asserting the right to vote on behalf of said lot may cast a vote, unless the lot has filed voting instructions with the Association designating some other person entitled to vote. Voting certificates are not necessary.

c. The Association may deny the owner's right to vote if there remains unpaid assessments delinquent for 90 days or more from their due date.

2.8 Approval or Disapproval of Matters. Whenever the decision of any lot owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if at an Association meeting, unless the joinder of record owners is specifically required by the Declaration or these Bylaws.

2.9 Proxies. Votes may be cast in person or by proxy. Any person who has reached his majority may be named a proxy. A proxy shall be in writing and signed by the designated voting representative(s), or the owner, if no voting representative(s) have been designated. A proxy shall be valid only for the particular meeting designated in the proxy, and must be filed with the Secretary of the Association before the appointed time of the meeting or any adjournments thereof. A properly executed and delivered proxy may be revoked by a writing delivered to the Secretary prior to the appointed time of the meeting or any adjournments thereof, or by the attendance in person of the persons executing said proxy at any meeting or adjournment thereof. Owners may retroactively cure any alleged defect in a proxy by signing a statement ratifying the owner's intent to cast a proxy vote and ratifying the vote cast by his proxy. In no event shall a proxy be valid for a period longer

than ninety (90) days after the date of the first meeting for which it was given.

Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes taken to waive or reduce reserves; to waive financial statement requirements; to amend the Declaration; to amend the Articles of Incorporation or Bylaws; and for any other matter for which the Homeowners Association Act requires or permits a vote of the lot owners. Proxies shall in no event be used in electing the Board of Directors.

A proxy is valid if provided to the Association in a timely manner, whether it is the original signed document, a facsimile copy or a photographic, photo static, e-mail or equivalent reproduction or a copy provided via electronic transmission.

2.10 Order of Business. The order of business at annual members' meetings, and as far as practical at all special members' meetings, shall be:

- a. Election of Chairman of the meeting (if necessary).
- b. Calling of the roll and certifying of the proxies.
- c. Proof of notice of the meeting or waiver of notice.
- d. Reading and disposal of any unapproved minutes.
- e. Reports of officers.
- f. Reports of committees.
- g. Appointment of Inspectors of Election and the Election of Directors.
- h. Unfinished business.
- i. New business.
- j. Announcements.
- k. Adjournment.

2.11 Minutes of Meeting. The Association shall keep the minutes of the annual members' meeting, or of any special members' meetings, and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions which occurred at the meeting. The minutes of the board meetings shall be reduced to written form and made available for inspection by lot owners, or their authorized representatives, within thirty (30) days of the date of the meeting. The Association shall retain these minutes for a period of not less than seven (7) years.

2.12 Action Without a Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required or permitted to be taken at any annual or special members' meetings may be taken without a meeting, provided the Associating mails or delivers a letter or similar communication to each member that explains the proposed action. The communication shall include a form of consent to permit each member to consent to the proposed action, and instructions on consent procedures. The Association may proceed with the proposed action without further notice and without a vote at a members' meeting provided consents in writing, setting forth the action so taken shall be signed by the members having not less than the minimum number of votes that would be necessary to authorize or take such action at a members' meeting at which a quorum of members entitled to vote thereon were present and voted. If the requisite number of written consents are received by the Secretary within sixty (60) days after the earliest date which

appears on any of the consent forms received, the proposed action so authorized shall be of full force and effect as if the action had been approved by vote of the members at a members' meeting held on the sixtieth (60) day. Within ten (10) days after obtaining such authorization by written consent, notice must be given to members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. Members may also consent in writing to action taken at a members' meeting by providing a written statement to that effect and their vote shall be fully counted as though they had attended the meeting.

2.13 Lot Owner Rights. Lot owners shall have the right:

a. To attend and participate in all Association meetings with reference to all designated agenda items or items opened for discussion. However, the Association may adopt reasonable written rules governing the frequency, duration and other manner of member statements, in order to foster productive discussions and respect for all opinions.

b. Notwithstanding any provision to the contrary in the governing documents or any rules adopted by the Board, to speak for at least three (3) minutes uninterrupted on any item, provided the member submits a written request to speak prior to the meeting.

c. To tape, record or videotape a members' meeting subject to rules as promulgated by the Board of Directors.

d. To be provided with relevant background information regarding ballot topics prior to the membership vote on the issues contained on the ballot.

ARTICLE 3
BOARD OF DIRECTORS

3.1 Number. The affairs of the Association shall be managed by a Board of not less than three (3) nor more than five (5) Directors, the exact number to be determined by the Board. The determination regarding the number of Directors to serve on the Board shall be made by the Board of Directors at least 60 days prior to the annual members' meeting at which the election of Directors will occur and if the number is not timely changed, then it remains the same as for the prior year..

3.2 Election of Directors. The election of Directors shall be conducted in the following manner:

a. Election of Directors shall be held at the annual members' meeting.

b. A "Notice of Intent" form shall be delivered, either personally or by mail, to each member at least sixty (60) days before the date of the annual members' meeting at which the Election of Directors shall be held. Any member interested in being a candidate for the Board of Directions shall fill out the above mentioned form as per instructions and return it to the Secretary of the Board by the date indicated on the firm.

c. Any eligible person desiring to be a candidate shall submit the "Notice of

Intent” form, or its equivalent, not less than forty (40) days prior to the scheduled election and the candidate’s name shall automatically be entitled to be listed on the ballot.

d. The ballot prepared for the election of Directors shall list all Director Candidates in alphabetical order. Ballots shall be mailed to all members with notice of the annual members’ meeting and may be returned to the Association prior to the meeting or cast at the meeting.

e. The election shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast a vote for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting. Nominations from the floor shall not be permitted.

f. In the event that candidates for an open position receive the same number of votes, the elected Director will be determined by lot, such as the flipping of a coin by a neutral party.

g. No election shall be necessary if the number of candidates is less than or equal to the number of vacancies. The candidates shall automatically be elected and their names announced at the annual members’ meeting.

h. The terms of the Board of Directors shall be staggered with three (3) Directors elected in odd-numbered years and two (2) Directors elected in even numbered years. All Directors elected at each annual members’ meeting shall serve for two (2) year terms and shall be elected by the members, provided, however, that the Board of Directors shall have the authority to temporarily assign a one year term to one or more Director positions if necessary to re-implement a scheme of staggering the Board to promote continuity of leadership.

3.3 Qualifications for Election. All Directors shall be a member of the Association. An officer of any corporate owner, a trustee of a trust and a general partner of any partnership owner shall be deemed members for the purposes of qualifying for election to the Board.

3.4 Removal of Directors. Pursuant to the provisions of Chapter 720, Florida Statutes, any Director elected by the members may be removed, with or without cause, either by the concurrence of a majority of the votes of the entire membership at a special members’ meeting called for that purpose or by a written agreement. The vacancy in the Board of Directors so created shall be filled by vote of the members. The question shall be determined separately as to each Director to be removed. If a special members’ meeting is called by ten percent (10%) of the voting interests for the purpose of recall, the notice of the meeting must be accompanied by a dated copy of the signature list, stating the purpose of the signatures. The meeting must be held not less than fourteen (14) days nor more than sixty (60) days from the date that notice of the meeting is given. A written agreement for recall of a Director shall not be valid for more than 120 days after it has been signed by the member.

3.5 Compensation. No Director shall receive a salary or any other compensation whatsoever from the Association for acting as such, but shall be entitled to be reimbursed for expenses reasonably incurred on behalf of the Association.

3.6 Fiduciary Duty. The Directors shall act in good faith in a manner they reasonably believe to be in the best interests of the development of EDEN HARBOR and the purpose of the Association.

3.7 Vacancies. Except as to vacancies provided by removal of Directors by members, vacancies in the Board of Directors occurring between annual member meetings may be filled for the balance of the remaining term by the remaining Directors.

3.8 Disqualification and Resignation. Any Director may resign at any time by sending written notice to the Secretary of the Association. Such resignation shall take effect upon receipt by the Secretary, unless otherwise specified in the resignation. Any Director who is a member of the Association shall be deemed to have resigned if he transfers his lot so that he ceases to be a member of the Association. The unexcused absence from three (3) consecutive Board meetings shall also constitute a resignation of such Director without need for a written resignation.

ARTICLE 4 MEETINGS OF THE BOARD OF DIRECTORS

4.1 Organizational Board Meeting. The organizational meeting of a newly elected Board shall be held within twenty (20) days of its election, at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be provided as stated in Article 4 of these Bylaws.

4.2 Regular Board Meetings. The Board may, from time to time, establish a schedule of regular meetings to be held at such time and place as the Board may designate. At least four (4) regular meetings shall be held during each fiscal year; provided, however, that the organizational meeting shall also constitute a regular meeting.

4.3 Special Board Meetings. Special Board meetings may be called by the President and must be called by the Secretary or an Assistant Secretary at the request of not less than twenty percent (20%) of the members of the Board.

4.4 Notice to Directors. Notice of each regular or special Board meeting shall be given to each Director personally or by mail, telephone, facsimile, electronic transmission or telegraph at least forty-eight (48) hours prior to the meeting date. All notices shall contain an agenda and state the time and place of the meeting, and if a special meeting, the purposes thereof.

4.5 Notice of Board Meetings to Lot Owners.

a. Board of Directors Meetings. Notice of all Board meetings shall be posted conspicuously on the property at least forty eight (48) continuous hours preceding the meeting. Meetings of the Board shall be open to all lot owners. The Board may adopt rules and regulations regarding the owners' participation in these meetings.

b. Meeting to Adopt Annual Budget. The members must be given written notice of the time and place of the Board meeting at which the budget will be considered. A copy of the proposed annual budget of common expenses and proposed assessments must be mailed to the members not less than fourteen (14) days prior to such Board meeting together with the written notice of such meeting.

c. Meeting Concerning Assessments. An assessment, whether regular or special, may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments. Any notice regarding assessments shall be hand delivered, sent by electronic transmission or mailed to all lot owners at least fourteen (14) days prior to the Board meeting at which a regular or special assessment will be levied.

4.6 Quorum. A quorum at Directors' meetings shall consist of a majority of the entire Board. Members of the Board may participate in a meeting of the Board by means of a conference telephone, real time video conferencing, or similar real time electronic or video communication or similar communications equipment by which all persons participating in the meeting can hear each other at the same time and participation by such means shall constitute presence in person at a meeting. A speaker must be used at the physical meeting locale so that the conversation may be heard by those attending the meeting in person. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the act of the Board; except where approval of a greater number of Directors is required by the Declaration of Covenants and Restrictions or these Bylaws.

4.7 Lot Owner Rights. Lot owners shall have the right:

a. To attend all Board and committee meetings at which a quorum of the Board or committee members are present. Lot owners may not designate third persons, through power of attorney or otherwise, to attend Board meetings, unless agreed to otherwise in advance of the meeting by the Board. A lot owner has the right to speak with respect to items specifically designated on the agenda; however, the Board may also permit, in its discretion, a lot owner to speak on items not specifically designated on the agenda. The Association may adopt reasonable rules governing the frequency, duration and manner of lot owner statements at Board and committee meetings. Board meetings subject to the attorney-client privilege shall not be subject to lot owner attendance nor shall Board meetings concerning personnel matters.

b. To tape, record or videotape a meeting of the Board of Directors subject to rules as promulgated by the Board of Directors.

4.8 Voting. Directors may not vote by proxy. Directors may vote by secret ballot only for the election of officers. At all other times, a vote or abstention for each Director present shall be recorded in the minutes. Directors may not abstain from voting except in the case of an asserted conflict of interest. A Director shall be presumed to have assented to the action taken by the Board unless he votes against such action or abstains from voting. A Director who abstains from voting shall be presumed to have taken no position with regard to the action.

4.9 Adjourned Meeting. If, at any meeting of the Board, there 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 adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

4.10 Joinder in Meeting by Approval of Minutes. The joinder of a Director in the action of a meeting, by signing and concurring in the minutes thereof shall constitute the concurrence of such Director for the purpose of determining requisite majorities on any action taken and reflected in such minutes; provided such concurrence shall not be used to create a quorum. Directors may join in minutes under this section only after an open meeting, for the purposes herein provided.

4.11 Waiver of Notice. Directors are permitted to waive the Association's required notice of Board meetings. Any Director may waive such notice before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice to such Director.

4.12 Minutes of Meeting. The Association shall keep a minute book containing written records of Board of Directors meetings, recording therein all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings and together with the vote made by each Director, as well as a notation as to any Director who abstained from voting or voted contrary to the prevailing opinion. The minutes of the Board meetings shall be reduced to written form and made available for inspection by lot owners, or their authorized representatives, within thirty (30) days of the date of the meeting. The Association shall retain these minutes for a period of not less than seven (7) years.

4.13 Presiding Officer. The presiding officer at Directors' meetings shall be the President. In the absence of the President, the Vice President shall preside. In the absence of both, the Directors present shall designate one of their members to preside.

4.14 Order of Business. The order of business of Board meetings shall be:

- a. Roll call.
- b. Proof of notice of meetings or waiver of notice.
- c. Reading and disposal of any unapproved minutes.
- d. Reports of officers and committees.
- e. Election of officers, if any.
- f. Unfinished business.
- g. New business.
- h. Announcements.
- i. Adjournment.

4.15 Committees. The Board of Directors may by resolution create other committees and may invest in such committees such powers and responsibilities as the Board shall deem advisable. The Board may authorize the President to appoint committee members, and designate the chairpersons of each committee. All committees, other than those referenced in Article 4.16 of these Bylaws, may meet and conduct their affairs in private without prior notice or lot owner

participation. Notwithstanding any other law or documentary provision, the requirement that committee meetings be open to the lot owners is inapplicable to meetings between a committee and the Association's attorney with respect to proposed or pending litigation when the meeting is held for the purpose of seeking or rendering legal advice.

4.16 Budget Committee, Committees Authorized to Take Final Action. Any committee authorized to take final action on behalf of the Board, or to make recommendations to the Board regarding the Association budget, shall conduct their affairs in an open meeting format in the same manner as provided in these Bylaws for Board of Director meetings.

ARTICLE 5 POWERS AND DUTIES OF BOARD OF DIRECTORS

5.1 Board Powers and Duties. The Board shall have all powers, authority, discretion and duties necessary for the administration and operation of EDEN HARBOR, subdivision, the Association and Association property, except as may be reserved or granted to the owners, or a specific committee or committees of the Association by the Declaration, the Articles or these Bylaws. The powers of the Board shall include, but shall not be limited to, the following:

- a. Operating and maintaining the common area property.
- b. Determining the common expenses required for the operation of the Boat Dock Facility, subdivision and the Association.
- c. Collecting the assessments for common expenses from lot owners.
- d. Employing and dismissing the personnel necessary for the maintenance and operation of the common areas.
- e. Adopting and amending rules and regulations concerning the operation and use of common area property.
- f. Maintaining accounts at depositories on behalf of the Association.
- g. Obtaining and reviewing insurance for the common area property.
- h. Making repairs, additions and improvements to, or alterations of, the subdivision common area property, and repairs to and restoration of the common area property, in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.
- i. Enforcing obligations of the lot owners, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the subdivision.

j. Borrowing money on behalf of the Association when required in connection with the operation, care, upkeep and maintenance of the common areas or the acquisition of property, and granting mortgages and/or security interests in Association owned property.

k. Subject to limitations as contained in the annual budget, the Board of Directors may contract for the management and maintenance of the common area property and authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair, and replacement of the common areas with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the governing documents and the Homeowner's Association Act, including, but not limited to, the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.

All contracts for the purchase, lease or rental of materials or equipment, all contracts for services, and any contract that is not to be fully performed within one year, shall be in writing. For so long as required by law, the Association shall obtain competitive bids for any contract which requires payment exceeding ten (10%) percent of the total annual budget of the Association (except for contracts with employees of the Association, management firms, attorneys, accountants, architects, engineers, or landscape engineers), unless the products and services are needed as the result of any emergency or unless the desired supplier is the only source of supply within Sarasota County. The Board need not accept the lowest bid.

l. Exercising (i) all powers specifically set forth in the Declaration, the Articles, and these Bylaws, (ii) all powers incidental thereto, and (iii) all other powers granted by statute or other law to a Florida corporation, not for profit.

m. Convey a portion of the common area to a condemning authority for the purpose of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings or otherwise.

n. Purchasing, leasing or otherwise acquiring lots or other property in the name of the Association, or its designee.

o. Purchasing lots at foreclosure or other judicial sales, in the name of the Association, or its designee.

p. Selling, leasing, mortgaging or otherwise dealing with lots acquired, and subleasing lots leased, by the Association, or its designee.

q. Imposing a lawful fee in connection with the approval of the transfer, lease, sale or sublease of lots, not to exceed the maximum amount permitted by law in any one case.

r. Maintaining the confidentiality of private information regarding members, as provided for in Chapter 720.303(5), Florida Statutes, as acquired by the Directors through their role on the Board.

s. Subject to lot owner approval, the Association may acquire or enter into agreements whereby it acquires leaseholds, memberships or other possessory or use interests in real and personal property, including, but not limited to, country clubs, golf courses, marinas, submerged land, parking areas, conservation areas and other recreational facilities, whether or not contiguous to the lands of the community or whether such lands or facilities are intended to provide enjoyment, recreation, or other use or benefit to the lot owners. The transaction to acquire this property requires an affirmative vote of not less than two-thirds (2/3rds) of those lot owners who cast their vote on this matter, in person or by proxy, at a properly called members' meeting. The expenses incurred in connection with this acquisition shall be common expenses. The Association has the power to adopt Rules and Regulations relating to the use thereof.

ARTICLE 6 EMERGENCY BOARD POWERS

6.1 Emergency Powers. In the event of any "emergency" as defined in Section 6(g) and 6.2 below, the Board of Directors may exercise the emergency powers described in this section, and any other emergency powers authorized by Chapters 720.316, 617.0207, and 617.0303, Florida Statutes, as amended from time to time.

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

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

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

d. Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Association shall bind the Association, and shall have the rebuttable presumption of being reasonable and necessary.

e. All officers, Directors or employees of the Association acting with a reasonable belief that their actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of willful misconduct.

f. These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

g. For purposes of this Section only, an "emergency" exists only during a

period of time that the subdivision or the immediate geographic area in which the subdivision is located, is subjected to.

1. A state of emergency declared by local civil or law enforcement authorities;
2. A hurricane warning;
3. A partial or complete evacuation order;
4. Federal or state “disaster area” status; or
5. A catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the subdivision, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or act of terrorism.

6.2 Board Determination. An “emergency” also exists for purposes of this Section during the time when a quorum of the Board cannot readily be assembled because of the occurrence of a catastrophic event, such as a hurricane, earthquake, act of terrorism, or other similar event. A determination by any two (2) Directors, or by the President, that an emergency exists shall have presumptive quality.

ARTICLE 7 OFFICERS

7.1 Officers. The officers of the Association shall be a President, Vice President, Secretary, and a Treasurer all of whom shall be Directors and who shall be elected annually by the Board of Directors, and who may be peremptorily removed by vote of the Directors at any meeting. The Board of Directors may appoint such other officers, including one (1) or more Assistant Secretaries and one (1) or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two (2) or more offices may be held by the same person, except that the President shall not also be the Secretary or an Assistant Secretary.

7.2 Election, Term of Office and Vacancies. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of the Board of Directors. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

7.3 Removal. Any officer may be removed by a majority vote of the Board of Directors in the sole discretion of the Board and the removal of a Director who also is an officer shall automatically act as a removal from such Director’s position as an officer.

7.4 Resignation. Any officer may resign at any time by giving written notice to the

Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at a later time specified in the notice and unless otherwise specified in the notice, the acceptance of the resignation shall not be necessary to make it effective. The conveyance of all lots owned by any officer shall constitute a resignation of such officer without need for a written resignation.

7.5 Compensation. The compensation, if any, of all employees of the Association shall be fixed by the Directors. Compensation for the work performed shall be fixed by the Directors. No officer shall receive compensation for the work performed in the capacity of officer. Officers shall be entitled to reimbursement for expenses reasonably incurred on behalf of the Association.

7.6 President. The President shall be the chief executive officer of the Association and shall:

- a. Act as presiding officer at all meetings of the members and the Board of Directors.
- b. Call special members' meetings and of the Board of Directors.
- c. Sign, with the Secretary or Treasurer, if the Board of Directors so requires, all checks, contracts, promissory notes, leases, subleases and other instruments on behalf of the Association, except those which the Board of Directors specifies may be signed by other persons.
- d. Perform all acts and duties usually required of a chief executive to ensure that all orders and resolutions of the Board of Directors are carried out.
- e. Act as an ex-officio member of all committees; and render an annual report at the annual members' meeting.

7.7 Vice President. The Vice President, in the absence or disability of the President, shall exercise the powers and perform the duties of the President. The Vice President also shall assist the President generally, and exercise other powers and perform other duties as shall be prescribed by the Directors.

7.8 Secretary. The Secretary shall have the following duties and responsibilities which may be delegated as determined by the Board of Directors:

- a. Attend all regular and special members' meetings and of the Board of Directors and keep all records and minutes of proceedings thereof or cause the same to be done.
- b. Have custody of the corporate seal, if any, and affix the same when necessary or required.
- c. Attend to all correspondence on behalf of the Board of Directors, prepare and serve notice of meetings and keep membership books.

d. Have custody of the minute book of the meetings of the Board of Directors and members and act as agent for the transfer of the corporate books.

7.9 Treasurer. The Treasurer shall have the following duties and responsibilities which may be delegated as determined by the Board of directors:

a. Receive monies as shall be paid into the Treasurer's hands for the account of the Association and disburse funds as may be ordered by the Board of Directors, taking property vouchers for disbursements and be custodian of all contracts, leases, and other important documents of the association which shall be kept or caused to be kept safely deposited.

b. Supervise the keeping of accounts of all financial transactions of the Association in books belonging to the Association, and deliver the books to the Treasurer's successor, prepare and distribute to all of the members prior to each annual members' meeting, and whenever else required, a summary of the financial transaction and condition of the Association from the preceding year, make a full and accurate report on matters and business pertaining to the office of Treasurer at the annual members' meeting and make all reports required by law.

c. The Treasurer may have the assistance of an accountant or auditor, who shall be employed by the Association. In the event the Association enters into a management agreement, it shall be proper to delegate any or all of the Treasurer's functions to the management agent as is deemed appropriate by the Board of Directors.

ARTICLE 8 FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions:

8.1. Depository. The depository of the Association shall be such bank(s) or financial institutions as shall be designated from time to time by the Directors, and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by appropriate resolution of the Board. Funds of the Association may be commingled or kept in separate accounts, but any such commingling shall not alter the accounting designated pursuant to Section 8.2 hereof.

8.2. Accounting. Receipts and expenditures of the Association shall be credited and charged to accounts under the following general classifications, as shall be appropriate, all of which expenditures shall be common expenses:

a. Current Expenses: Current expenses shall include all receipts and expenditures to be made within the year for which the funds are budgeted and may include a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves. The balance in this fund, if any, at the end of each year shall be rolled over into the next year's operating account. The current expense classification shall be as may be determined by the Board of Directors as set forth in the budget.

b. Additional Accounts: The Board may establish additional accounts for

specifically authorized improvements such as the Boat Dock Facility, or other categories consistent with generally accepted accounting practices.

c. Reserves: The Board may, in its discretion, establish reserve accounts for deferred maintenance and/or capital improvements.

8.3 Budget. The Board shall adopt a budget for each calendar year which shall include the estimated funds required to defray the current expenses and may provide funds for reserves and funds for specifically proposed betterments and approved improvements. The budget shall reflect the estimated revenues and expenses for that year, and the surplus or deficit of the current year. The budget shall be prepared in accordance with good accounting practices. The Association shall provide each member with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the member. The copy of the annual budget or notice regarding availability must be provided within thirty (30) days prior to the beginning of the fiscal year.

8.4 Assessments. Assessments against lot owners and Boat Slip Assignees for their share of the items of the budget shall be made by the Board of Directors for the calendar year annually in advance, preceding the year for which the assessments are made. If an annual assessment and Boat Dock Facility assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment, and quarterly installments on such assessment shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made, shall be due upon the date of the assessment.

8.5 Special Assessments. Special assessments may be imposed by the Board of Directors to meet unusual, unexpected, unbudgeted, or non-recurring expenses. Special assessments are due on the day specified in the resolution of the Board approving such assessments. The notice of any Board meeting at which a special assessment will be considered shall be given as provided in Section 4.5 above, and the notice to the owners that the assessment has been levied must contain a statement of the purpose(s) of the assessment. However, upon completion of such specific purpose or purposes, any excess funds will be considered common surplus, and may, at the discretion of the Board be applied as a credit towards future assessments.

8.6 Boat Slips and the Boat Dock Facility, Special Assessments. With regard to the Boat Slips and the Boat Dock Facility, in addition to the annual maintenance assessment authorized above, the Board of Directors may levy special assessments applicable to that year only for the purpose of paying for unanticipated expenses related to the Boat Slips and the Boat Dock Facility payable by the Boat Slip Assignees only and not by the entire membership. Notice to the Boat Slip Assignees that the assessment has been levied must contain a statement of the purpose of the assessment. However, upon completion of such specific purpose or purposes, any excess funds will be considered Boat Slips and the Boat Dock Facility common surplus, and may, at the discretion of the Board be applied as a credit towards future Boat Slips and the Boat Dock Facility.

8.7 Special Assessments for Capital Improvements. In addition to the annual reserve account assessments authorized by the annually adopted budget, the Association may levy, in any assessment year, a special assessment for the purpose of defraying, in whole or in part, the cost of any reconstruction, repair or replacement of a capital improvement, including fixtures and personal property related thereto, provided that any such special assessment in excess of One Thousand Five Hundred Dollars (\$1,500.00) total per lot shall be approved by a majority of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. The Board of Directors may fix any special assessment for capital improvements not in excess of said limitation. Notice to the owners that the assessment has been levied must contain a statement of the purpose(s) of the assessment. However, upon completion of such specific purpose or purposes, any excess funds will be considered common surplus, and may, at the discretion of the Board be applied as a credit towards full assessments.

8.8 Financial Reporting. In accordance with Chapter 720.303(7) F.S., not later than ninety (90) days after the close of each fiscal year, the Board shall as a minimal requirement, contract with a third party for a report showing in reasonable detail the financial condition of the Association as of the close of the fiscal year, and an income and expense statement for the year, detailed by accounts. This report shall be sent to the members on or before July 1 of that fiscal year. The Board of Directors must, if required by law, and not waived by the membership, and may otherwise, in their discretion, engage a CPA not later than ninety (90) days after the close of each fiscal year, and have a more comprehensive analysis performed, which shall be sent to the members on or before July 1 of that fiscal year in lieu of the financial report referenced above. In lieu of the distribution of financial reports as provided herein, the Association may mail or deliver each lot owner a notice that a copy of the financial report will be mailed or hand delivered to the lot owner, without charge, upon receipt of a written requires from the lot owner.

8.9 Rate and Collection. Annual assessments may be collected on a monthly, quarterly, or annual basis, as determined from time to time by the Board of Directors. Both annual and special assessments must be fixed at a uniform rate for all lots. Boat Dock Facility assessments and special assessments must be fixed at a uniform rate for all Boat Slip Assignees.

8.10 Fidelity Bonds. The Board of Directors may determine that all persons who control or disburse Association funds should furnish adequate fidelity bonds. In such event, the premiums on such bonds, if any, shall be paid by the Association. Such fidelity bonds shall name the Association as an obligee, and shall be written in an amount approved by the Board of Directors.

ARTICLE 9 AMENDMENTS

9.1 Amendments. These Bylaws may be amended in the following manner:

9.2 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered.

9.3 Resolution. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than twenty (20%) percent of the voting interest of the Association.

9.4 Adoption. These Bylaws can be amended, altered, or replaced only upon an affirmative vote of not less than sixty-six percent (66%) of the members who cast a vote, in person or by proxy, at a properly called members' meeting. Members not present in person at the members' meeting considering the amendment, may express their approval in writing, by proxy, provided such proxy vote is delivered to the Secretary prior to the members' meeting.

9.5 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to the Declaration and Bylaws, which certificate shall be executed by the President or Vice-President and attested by the Secretary or another officer of the Association with the formalities of a deed. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of Lee County.

ARTICLE 10 MISCELLANEOUS

10.1 Parliamentary Rules. Robert's Rules of Order (the current edition) shall govern the conduct of Association proceedings when not in conflict with Florida law, the Articles of Incorporation, the Declaration, or these Bylaws.

10.2 Construction. If there are conflicts between the provisions of Florida law, the Articles of Incorporation, the Declaration, and/or these Bylaws, the provisions of Florida law, the Declaration, the Articles of Incorporation, and the Bylaws (in that order) shall prevail. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

10.3 Validity. If any Bylaw or Rule or Regulation is adjudicated to be invalid, such fact shall not affect the validity of any other Bylaw or Rule or Regulation.

10.4 Notices. Unless otherwise provided in these Bylaws, all notices, demands, bills, statements, or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally, or by electronic transmission, facsimile, telegraph or if sent by United States Mail, first class postage prepaid:

a. If to a lot owner or member, at the address, or fax number or electronic transmission address which the lot owner or member has designated in writing and filed with the Secretary or, if no such address or number has been designated, at the address of the lot of the owner or member; or

b. If to the Association, the Board of Directors, or the Manager, at the principal office of the Association or the Manager, if any, or at such other address as shall be designated by

notice in writing to the owners pursuant to this Section.

10.5 Gifts to the Association. A gift to the Association from either members or non-members requires acceptance by the Board of Directors. If the Board accepts the gift, then it becomes the property of the Association and the Board shall determine its disposition. There shall be no conditions attached to the gift unless such conditions are mutually agreed upon in writing by the Board and the donor. Consumable items, such as any disposable paper or plastic products used at social events, shall not be considered a gift to the Association.

10.6 Gifts to Officers and Directors. The officers and Directors of the Association have a fiduciary relationship to the lot owners. No officer or Director shall solicit, offer to accept, or accept anything or service of a value exceeding \$50.00 for which consideration has not been provided for their own benefit or that of their immediate family, from any person providing or proposing to provide goods or services to the Association. However, this paragraph does not prohibit an officer or Director from accepting services or items received in connection with trade fairs or education programs.

10.7 Availability of Copies of Association Documents. The Association shall maintain an adequate number of copies of the Declaration of Covenants and Restrictions, Articles of Incorporation, Bylaws and Rules, and all amendments to each of the foregoing, as to ensure their availability to lot owners and prospective purchasers, and may charge its actual costs for preparing and furnishing these documents to those requesting the same.

10.8 Roster of Lot Owners. Each lot owner shall file with the Association a copy of the deed or other information regarding ownership of the property, including owner names, address, telephone number and e-mail address. The Association shall maintain such information and may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Only lot owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other owners shall produce adequate evidence, as provided above, of their ownership interest and shall waive in writing notice of such meeting.

10.9 Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these Bylaws or the intent of any provision hereof.

**ARTICLES OF INCORPORATION OF
EDEN HARBOR
HOMEOWNERS ASSOCIATION, INC.
A FLORIDA CORPORATION NOT FOR PROFIT**

We, the undersigned, hereby associate ourselves together for the purpose of becoming a corporation not for profit under the laws of the State of Florida, by and under the provisions of the statutes of the State of Florida, providing for the formation, liability, rights, privileges and immunities of a corporation not for profit

ARTICLE I
NAME OF CORPORATION

The name of this corporation shall be EDEN HARBOR HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the Association, whose address is _____, FL 34238

ARTICLE II
GENERAL NATURE OF BUSINESS

The general nature of the business to be conducted by the Association shall be the operation and management of the affairs and property of the subdivision known as EDEN HARBOR, located in the County of Sarasota, Florida, and to perform all acts provided in the Declaration of Covenants and Restrictions for Eden Harbor

ARTICLE III
PURPOSE AND POWERS

The purpose for which the Association is organized is to provide an entity pursuant to the Florida Statutes for the operation of the EDEN HARBOR subdivision, located in Sarasota County, Florida. The Association is organized and shall exist upon a non-stock basis as a Florida corporation not for profit. No portion of any earnings of the Association shall be distributed or inure to the private benefit of any member, director, or officer. For the accomplishment of its purposes, the Association shall have all of the common law and statutory powers and duties of a corporation not for profit except as limited or modified by these Articles, the Declaration of Covenants and Restrictions or Chapter 700, Florida Statutes, as they may hereafter be amended, including, but not limited to, the following:

- A To make and collect assessments against members of the Association to defray the costs, expenses, and losses of the Association, and to use the proceeds of assessments in the exercise of its powers and duties
- B To protect, maintain, repair, replace, and operate the common areas and common elements of the Eden Harbor subdivision
- C To purchase insurance upon the Association property and Association property for the protection of the Association and its members
- D To reconstruct improvements after casualty and to make further improvements of the property
- E To make, amend, and enforce reasonable rules and regulations governing the use of the common elements, and the operation of the Association
- F To enforce the provision of the Declaration of Covenants and Restrictions, these Articles, the Bylaws, and any Rules and Regulations of the Association
- G To contract for the management and maintenance of the Association and the association property to delegate any powers and duties of the Association in connection therewith except such as are specifically required by the Declaration to be exercised by the Board of Directors or the membership of the Association

H To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Association

To borrow money without limit as to amount if necessary to perform its other functions hereunder

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

ARTICLE IV
MEMBERS

All persons owning a vested present interest in the fee title to any of the Lots of the Harbor subdivision, shall be members. Membership shall terminate automatically and immediately as a member's vested interest in the fee title terminates,

Prior to the recording of said Declaration of Restrictions for the Eden Harbor Subdivision in the public records of said county, the subscribers hereto shall remain the members of the Association and shall each be entitled to one vote

ARTICLE V
VOTING INTERESTS

Each Unit shall be entitled to one vote at Association meetings, notwithstanding that the same Owner may own more than one unit or that units may be joined together and occupied by one Owner. In the event of a joint ownership of a Unit, the vote to which that unit is entitled shall be executed in the manner provided for in the Bylaws

ARTICLE VI
INCOME DISTRIBUTION

No part of the income of this corporation shall be distributed to its members, except as compensation for services rendered

ARTICLE VII
EXISTENCE

This corporation shall exist perpetually unless dissolved according to law

ARTICLE VIII
REGISTERED OFFICE AND REGISTERED AGENT

The registered office of the corporation shall be c/o Robert E. Messick, Icard, Merrill, Cullis, Timm & Furen, P.A., 2033 Main Street, Suite 600, Sarasota, FL 34237, and the registered agent at such address shall be Robert E. Messick, Esquire

ARTICLE IX
NUMBER OF DIRECTORS

The business of the corporation shall be conducted by a Board of Directors which shall consist of not less than three (3) nor more than five (5) persons, as shall be designated by the Bylaws

ARTICLE X
FIRST BOARD OF DIRECTORS AND OFFICERS

The names and post office addresses of the members of the first Board of Directors and officers, all of whom shall hold office until their successors are duly elected and qualified, are as follows

<u>Name</u>	<u>Office</u>	<u>Address</u>
_____	President & Director	_____, _____, Florida _____
_____	Vice President, Secretary & Director	_____, _____, Florida _____
_____	Treasurer & Director	_____, _____, Florida _____

**ARTICLE XI
INDEMNIFICATION OF OFFICERS AND DIRECTORS**

All officers and Directors shall be indemnified by the Association against all expenses and liabilities, including counsel fees (including appellate proceedings) reasonably incurred in connection with any proceeding or settlement thereof in which they may become involved by reason of holding such office. In no event, however, shall any officer or Director be indemnified for his own willful misconduct. The Association may purchase and maintain insurance on behalf of all officers and Directors against any liability asserted against them or incurred by them in their capacity as officers and Directors or arising out of their status as such.

**ARTICLE XII
RIGHTS OF DEVELOPER**

ROCKPORT DEVELOPMENT CORPORATION, a Florida corporation, which is the Developer of the Eden Harbor subdivision, shall have full right and authority to manage the affairs and exclusive right to elect the Directors of the Association (who need not be unit owners) until the following shall occur:

A When fifteen percent (15%) or more of the Units that will be operated ultimately by the Association are conveyed to owners other than Developer, such unit owners shall be entitled to elect not less than one-third (1/3) of the Board of Directors

B Unit owners other than the Developer will be allowed to elect a majority of the members of the Board and control the Association at whichever of the following times shall first occur

(1) Three (3) years after the Developer has sold fifty percent (50%) of the units that will be operated ultimately by the Association,

(2) Three (3) months after the Developer has sold ninety percent (90%) of the units that will be operated ultimately by the Association,

(3) When all of the units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business, or

(4) When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business

C Developer shall be entitled to appoint at least one (1) member of the Board of Directors as long as Developer holds at least five percent (5%) of the units that will ultimately be operated by the Association for sale in the ordinary course of business

Notwithstanding any provision contained herein to the contrary, during the period Developer is in control of the Association, the Directors shall exercise all rights which would otherwise be exercisable by the members

ARTICLE XIII
BYLAWS

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the Bylaws.

ARTICLE XIV
SUBSCRIBERS

The names and street addresses of the subscribers to these Articles of Incorporation are as follows

ARTICLE XV
AMENDMENTS

The corporation reserves the right to amend, alter, change or repeal any provisions contained in these Articles of Incorporation by a simple majority vote of all voting rights of all members of the corporation and all rights conferred upon the members herein are granted subject to this reservation

IN WITNESS WHEREOF, we, the undersigned subscribers to these Articles of Incorporation, have hereunto set our hands and seals this _____ day of _____, 2002

_____(SEAL)

_____(SEAL)

_____(SEAL)

STATE OF FLORIDA
COUNTY OF SARASOTA

Sworn to and subscribed before me _____, 2002, by _____, who is personally
known to me or who has produced _____ as identification

Notary Public
My Commission Expires

STATE OF FLORIDA
COUNTY OF SARASOTA

Sworn to and subscribed before me _____, 2002, by _____, who is
personally known to me or who has produced _____ as identification

Notary Public
My Commission Expires

STATE OF FLORIDA
COUNTY OF SARASOTA

Sworn to and subscribed before me _____, 2002, by _____, who is
personally known to me or who has produced _____ as identification

Notary Public
My Commission Expires

ACCEPTANCE BY REGISTERED AGENT

The undersigned hereby accepts the designation as registered agent of the foregoing corporation.

_____(SEAL)
ROBERT E MESSICK, ESQUIRE

STATE OF FLORIDA
COUNTY OF SARASOTA

Sworn to and subscribed before me _____, 2002, by ROBERT E. MESSICK, Esquire,
who is personally known to me or who has produced _____ as identification

Notary Public
My Commission Expires: