

PREPARED BY AND RETURN TO:
Greenberg Nikoloff, P.A.
1964 Baysboro Boulevard, Suite A
Dunedin, FL 34698

**CERTIFICATE OF AMENDMENT AND RESTATEMENT
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR
SERENGETI COMMUNITY ASSOCIATION, INC.**

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on September 30, 2025, by an affirmative vote of Unit Owners owning in excess of two-thirds (2/3) of the Units, the Declaration for Serengeti Community Association, originally recorded in O.R. Book 04657, Page 3140, et seq., in the Public Records of Lee County, Florida, be, and the same is hereby amended as follows:

The Declaration of Covenants, Conditions, Restrictions And Easements For Serengeti Community Association, Inc., is hereby amended and restated in accordance with Exhibit "A" attached hereto and entitled "Amendment and Restatement of the Declaration of Covenants, Conditions, Restrictions And Easements For Serengeti Community Association, Inc., IN WITNESS WHEREOF, Serengeti Community Association, Inc. has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 30th day of September, 2025.

SERENGETI COMMUNITY ASSOCIATION, INC.

(Corporate Seal)

By:

Ken Livingston, President
Printed Name

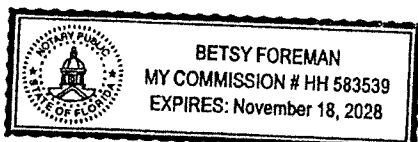
ATTEST:

Miguel Mendoza, Secretary
Printed Name

STATE OF FLORIDA
COUNTY OF LEE

On this 30th day of Sept., 2025, personally appeared before me Ken Livingston, as President, and Miguel Mendoza, as Secretary of SERENGETI COMMUNITY ASSOCIATION, INC., who are personally known to me or who have produced _____ as identification and who did take an oath.

Betsy Foreman
NOTARY PUBLIC



ARTICLE I DEFINITIONS

Section 1. "Assessments" shall mean individually or collectively General Assessments (as defined in Section 9 of this Article) and Special Assessments (as defined in Section 22 of this Article).

Section 2. "Association" shall mean and refer to Serengeti Community Association, Inc., a Florida corporation not-for-profit, and its successors and assigns.

Section 3. "Board" shall mean the Board of Directors of the Association, which has been duly elected and qualified in accordance with the Articles of Incorporation and By-Laws of the Association.

Section 4. "Building Site" shall mean any platted lot or tract which is suitable as location for one or more Residential Units (as defined in Section 19 of this Article). Building Site (lot) may contain or be adjacent to wetland preservation or mitigation areas and upland buffers which are protected under conservation easements

Section 5. "Common Area or Common Areas" shall mean those tracts, easements, or areas of land shown on any recorded subdivision plat of Serengeti which are intended to be devoted to the general common use and enjoyment of the Owners (as defined in Section 14 of this Article) and the Roadway Areas for ingress and egress to the Building Sites, which shall include, without limitation, any areas denoted thereon as Common Area, and water management, conservation, and retention tracts and all open space and buffer area(s). The Common Areas shall also include all improvements now or hereafter constructed on any of the foregoing areas, including without limitation, planted landscaping, pedestrian, or other easement areas within the foregoing areas, signage, structures, lakes, and landscaping thereon. Additional Common Areas may be designated by the Declarant by Supplemental Declaration.

Section 6. "Common Expenses" shall mean and include the actual and estimated expenses of operating the Association, for general purposes, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the By-Laws of the Association, and the Articles of Incorporation of the Association.

Section 7. "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout Serengeti. Such standard may be more specifically determined and set forth by the ACC (as defined in Section 11 of this Article).

Section 8. "Declarant" shall mean Serengeti Development, Inc. the original developer of the Property described on Exhibit A.

Section 9. "General Assessment" shall mean and refer to assessments levied to fund expenses applicable to all Members (as defined in Section 12 of this Article).

Section 10. "Institutional Mortgagee" shall mean:

- (a) Any commercial bank, savings bank, savings and loan association, life insurance company, real estate investment trust, mortgage banking or lending corporation, association, or trust, owning or servicing at least one hundred (100) mortgages, any federal agency, corporation, or association including, without limiting the generality of the foregoing, FHA, VA, FNMA and GNMA, and any affiliate, subsidiary, successor, or assignees of the foregoing, holding a mortgage on any portion of Serengeti; and
- (b) Association, if and so long as Declarant holds a mortgage on any portion of Serengeti.

Section 11. "ACC" shall mean and refer to the **Architectural Control Committee** as more specifically described in Section 1 of Article XI.

Section 12. "Member" shall mean and refer to a person or entity entitled to membership in the Association, as provided in Article III.

Section 13. "Owner" shall mean and refer to one or more persons or entities who hold the record title to any Residential Unit (as defined in Section 19 of this Article) which is part of Serengeti but excluding in all cases any party holding an interest merely as security for the performance of an obligation.

Section 14. "Person" shall mean a natural person, a corporation, a partnership, trustee, or other legal entity.

Section 15. "Plats" shall mean the plat of Serengeti, as recorded in the Public Records of Lee County, Florida, thereby subdividing all of Serengeti.

Section 16. "Rear-Yard Area" shall mean that area between the Residential Unit (as defined in Section 19 of this Article) and the nearest edge of any Waterbody or Common Area.

Section 17. "Reserve Account" shall mean accounts established pursuant to 720.303(6), Florida Statutes, as it exists as of the date of recording, for the purpose of funding deferred maintenance and capital improvements.

Section 18. "Resident" shall mean and include anyone occupying a Residential Unit regardless of whether the occupant is the Owner, a member of the Owner's family, an invitee, or a lessee.

Section 19. "Residential Unit" shall mean a portion of Serengeti intended for use and occupancy as a residence for a single family and shall, unless otherwise specified, include within its meaning (by way of illustration, but not limitation) single family houses on separately platted lots, as may be developed, used, and defined as herein provided or as provided in Supplemental Declarations covering all or a part of Serengeti.

Section 20. "Roadway Areas" shall mean all of the areas within the existing road right-of-ways within Serengeti as shown on the Plat. All road right-of-ways shown on the Plat are owned and maintained by the

Association.

Section 21. "Single-Family Homesites" shall mean those Building Sites consisting of platted homesites which are approximately one hundred (100) feet or larger in width.

Section 22. "Special Assessment" shall mean and refer to assessments levied in accordance with Section 4 of Article X, including those Special Assessments levied against individual members and/or Units.

Section 23. "Supplemental Declaration" shall mean an amendment to this Declaration which does one or more of the following: acquiring or disposing property that is covered by this Declaration; or amends or terminates any of the easements, restrictions, covenants, or conditions contained herein. A Supplemental Declaration may, but is not required to, impose, expressly or by reference, additional restrictions and obligations on the land subjected by that Supplemental Declaration to the provisions of this Declaration.

Section 24. "Surface Water Management System" shall mean all lakes, waterways, swales, control structures, drainage piping, and other components of the system which provides stormwater drainage for Serengeti.

Section 25. "Swale Area" shall mean that area between the front property line of each Building Site and the nearest edge of the paved portion of the adjacent Roadway Area.

Section 26. "Serengeti" shall mean and refer to the real property described on Exhibit "A" attached hereto and shall further refer to such additional property as may hereafter be annexed or de-annexed by Supplemental Declaration or which is owned by the Association.

ARTICLE II RIGHTS AND OBLIGATIONS

Section 1. Owners Easements. Subject to the provisions of Section 6 of this Article, and any other limitations contained herein, every Owner, his agents, licensees, lessees, and invitees shall have a right and perpetual non-exclusive easement of enjoyment and use in and to the Common Areas, and such easement shall be appurtenant to and shall pass with title to every Residential Unit.

Section 2. The Rear-Yard Area. Rear-Yard Areas which abut the Surface Water Management System are to be sodded or planted with appropriate ground cover on all slopes greater than 6:1 steepness in conjunction with the construction of a Residential Unit thereon and the Owners of the abutting Building Sites are required to maintain the Rear-Yard Area, including mowing, trimming, or otherwise caring for any vegetation located thereon.

Section 3. Swale Area. The Owner of each Building Site shall maintain that portion of the Swale Area adjacent to the Owner's Building Site, including mowing grass and trimming and edging any Pedestrian Way or utility structure located therein.

Section 4. Roadway Areas. The adjacent Roadway Areas are for the use of all public or other public

services.

Section 5. Landscaping and Community Lighting. The Association shall have the right to plant trees, hedges, grass, littoral plants, and landscape the Common Areas in any manner the Association, in its sole discretion, with the approval of the ACC, deems necessary and proper in order to beautify such areas. Further, the Association shall have the right to illuminate and irrigate such portions of the Common Areas as the Association may determine. The Association shall also have the right to provide community lighting within Serengeti.

Section 6. Extent of Owners Easements. The rights of easements of enjoyment created hereby shall be subject to the following:

- (a) The right of the Association to suspend the right of any Resident to use any or all of the Common Areas for any period during which any Assessment or other amount owed to the Association remains unpaid with respect to the Residential Unit which the Resident occupies, and for any period not to exceed sixty (60) days for any infraction of this Declaration and the Association's rules and regulations;
- (b) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency or public authority as may be agreed to by the Owners in the manner provided herein; provided, however, that no such dedication, transfer, or determination as to the purposes or as to the conditions thereof shall be effective unless written notice of the proposed agreement and actions thereunder is sent to every Owner at least thirty (30) days in advance of any action taken and unless two-thirds (2/3) of the total votes of the membership, as set out in Section 2 of Article III, agrees to such dedication, transfer, purpose, or condition;
- (c) The right of the Association to establish reasonable rules and regulations for use of the Building Sites and the Common Areas.

Section 7. Delegation of Use. Each Owner's right of enjoyment of the Common Areas and facilities shall be deemed delegated to all Residents of an Owner's Residential Unit unless the Owner notifies the Association to the contrary and provided each Resident's right of enjoyment hereunder is subject to such rules and regulations that may be established from time to time by the Association.

Section 8. Damage or Destruction of Common Areas. In the event any part of the Common Areas is damaged or destroyed (including the required littoral plants within the lake easements) by a Resident or any of his guests, tenants, licensee, agents, or members of his family, the Owner of the Residential Unit which the Resident occupies does hereby authorize the Association to repair the damaged area at the Association's expense to be reimbursed via Special Assessment as set forth herein. The Association shall repair the damaged area in a good workmanlike manner and in conformance with the original plans and specifications as they may have been altered or modified by the Association pertaining to the damaged area. The cost of repairs and any incidental administrative costs or legal fees in connection with the damage and pursuit of enforcement and repairs shall be deemed a Special and individual Assessment against the Owner due and payable within 30 days of being assessed against the Owner. In the event the Special Assessment is not paid when due, the Association shall have the right to place a lien on the Owner's Residential Unit

and/or Building Site for non-payment of the Special Assessment and to otherwise proceed to collect same in accordance with Florida Statutes. Enforcement of any Special Assessment lien against the Owner shall be in accordance with Florida Statutes and the notice and collection of Special Assessment provisions provided for herein.

Section 9. Title to Common Areas. Declarant shall convey legal title to the Common Areas to the Association free and clear of encumbrances, and such conveyance shall be subject to the terms of this Declaration as from time to time modified or supplemented, including any easement and licenses set out therein and easements for such utilities services as the Declarant deems appropriate, but may not be subject to the terms of a mortgage.

Section 10. Surface Water Management System

- (a) The Association shall own the Surface Water Management System which shall be included as part of the Common Area.
- (b) Any amendment to this Article that affects the Surface Water Management System, including the water management portions of the Common Areas, must have the prior approval of the South Florida Water Management District (refer to Exhibit B SFWMD ERP Permit). The Association, or its Registered Agent, shall maintain copies of all permitting actions for the benefit of the Association.
- (c) The Association shall operate and maintain the Surface Water Management System. The South Florida Water Management District maintains the right to take enforcement action, including a civil action for an injunction and penalties, against the Association to compel it to correct any outstanding problems with the Surface Water Management System facilities or in mitigation or conservation areas under the responsibility or control of the Association.
- (d) If the Association is dissolved, all property encompassing the Surface Water Management System shall be conveyed to an appropriate agency of local government or, if not accepted by the local government, to a similar not-for-profit corporation.

**ARTICLE III
MEMBERSHIP AND VOTING RIGHTS**

Section 1. Membership. Every Owner shall be deemed to have a membership in the Association. No Owner, whether one or more persons, shall have more than one (1) membership per Residential Unit owned. In the event an Owner is more than one person or entity, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership, including the right to vote, may be exercised by a Member or the Member's spouse.

Section 2. Voting. The Association shall have one (1) class of membership, Class "A" follows:

- (a) **Class "A".** Class "A" Members shall be all Owners. Class "A" Members shall be entitled to one

(1) vote for each Residential Unit in which they hold the interest required for membership by Section 1 of this Article; there shall be only one (1) vote per Residential Unit.

When more than one natural person holds such interest in any Residential Unit, the vote for such Residential Unit shall be exercised as those persons determine amongst themselves. If multiple Owners of the same Unit are unable to designate a voting Owner or are unable to agree upon a voting selection, the Unit Owners shall not vote in the election or initiative proposed. If more than one vote is cast from any one Unit, none of the votes from that Unit will be counted.

If a unit is not owned by a natural person, the entity shall deliver to the Secretary of the Association a signed voter certificate designating the authorized party to vote, including the name of the authorized voter, his/her title and signed by an authorized signatory. In the case of a corporation, the voter certificate shall be signed by President or Vice President of the corporation and attested to by the corporation's secretary.

Any Owner may, in a lease or other written instrument, assign the voting right appurtenant to that Owner's Residential Unit to the Resident thereof if other than Owner, by a proxy, valid only for a specific meeting, or by a power of attorney, provided that a copy of such instrument is furnished to the Secretary prior to any meeting.

ARTICLE IV MAINTENANCE

Section 1. Association's Responsibility. The Association shall maintain and keep in good repair the Common Area including without limitation the Roadway Areas, such maintenance to be funded as hereinafter provided. This maintenance shall include, but not be limited to, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and other flora, structures, pavement, curbs, signage and improvements situated upon such areas.

Section 2. Owner's Responsibility. All maintenance of a Residential Unit and all structures, parking areas, and other improvements within a Residential Unit shall be the sole responsibility of the Owner thereof who shall perform such maintenance in a manner consistent with the Community-Wide Standard of Serengeti and the applicable covenants; provided that maintenance of common areas shall be maintained by the Association; and provided, further, if this work is not properly performed by the Owner, the Association may perform it and levy an assessment for the cost thereof to the Owner, inclusive of any administrative costs and legal costs and fees in connection with pursuit of enforcement; provided, however, except when entry is required due to an emergency situation, the Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry.

ARTICLE V CASUALTY AND INSURANCE LOSS

Section 1. Insurance. The Board, or its duly authorized agent, shall have the authority to and shall obtain blanket all-risk insurance, if reasonably available, for all insurable improvements on the Common Area. If blanket all-risk coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. This insurance shall be in an amount sufficient to cover one

hundred (100%) percent of the replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

The Board shall also obtain a public liability policy covering the Common Area, the Association, and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents. The public liability policy shall have at least a One Million (\$1,000,000.00) Dollar single person limit as respects bodily injury and property damage, a One Million (\$1,000,000.00) Dollar limit per occurrence, if reasonably available, and a Five Hundred Thousand (\$500,000.00) Dollar minimum property damage limit.

Premiums for all insurance on the Common Area shall be Common Expenses of the Association. Policies may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policies in determining whether the insurance at least equals the full replacement cost. The deductible shall be paid by the party who suffered a loss and would be responsible for the repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total.

Cost of insurance coverage obtained by the Association for the Common Area shall be included in the General Assessments.

In addition to the other insurance required by this Section, the Board shall obtain, as a Common Expense, worker's compensation insurance, if and to the extent necessary, and a fidelity bond or bonds on directors, officers, employees, and other persons handling or responsible for the Association's funds. The amount of fidelity coverage shall be determined in the directors' best business judgment but may not be less than three (3) months' assessments, plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be cancelled or substantially modified without at least ten (10) days' prior written notice to the Association.

Section 2. Individual Insurance. By virtue of taking title to a Residential Unit subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry blanket all-risk casualty insurance on his Residential Unit(s) as provided for in Section 1 of this Article. Each Owner further covenants and agrees that in the event of a partial loss or damage and destruction resulting in less than total destruction of structures comprising his Residential Unit, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction. In the event that the structure is totally destroyed and the Owner determines not to rebuild or to reconstruct, the Owner shall clear the Residential Unit of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction.

The Association may impose more stringent requirements regarding the standards for rebuilding or reconstructing structures on the Residential Unit and the standard for returning the Residential Unit to its natural state in the event the Owner decides not to rebuild or reconstruct.

Section 3. Disbursement of Proceeds. Proceeds of insurance shall be disbursed as follows:

- (a) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the

proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repairs or reconstruction to the Common Area shall be retained by and for the benefit of the Association and placed in a capital improvements account.

- (b) If it is determined, as provided for in Section 4 of this Article, that the damage or destruction to the Common Area for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed in the manner provided for excess proceeds in Section 3(a) of this Article.

Section 4. Damage and Destruction.

- (a) Immediately after the damage or destruction by fire or other casualty to all or any part of the Common Area covered by insurance written in the name of the Association, the Board, or its duly authorized agent, shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Common Area. Repair or reconstruction, as used herein, means repairing or restoring the Common Area to substantially the same condition in which they existed prior to the fire or other casualty.
- (b) Any damage or destruction to the Common Area shall be repaired or reconstructed unless the Members representing at least seventy-five percent (75%) of the total vote of the Association, shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within that period, then the period shall be extended until such information shall be made available. No mortgagee shall have the right to participate in the determination of whether the Common Area damage or destruction shall be repaired or reconstructed.
- (c) In the event that it should be determined in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternate improvements are authorized, then and in that event the affected portion of the Common Area shall be restored to their natural state and maintained by the Association in a neat and attractive condition.

Section 5. Repair and Reconstruction. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the Members, levy a Special Assessment against all Owners in proportion to the number of Residential Units owned. Additional Special Assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

ARTICLE VI NO PARTITION

There shall be no physical partition of the Common Areas or any part thereof, nor shall any person acquiring any interest in Serengeti or any part thereof seek any such judicial partition. This Article shall not be construed to prohibit the Board from acquiring and disposing of tangible personal or real property nor from acquiring title to real property which may or may not be subject to this Declaration.

ARTICLE VII CONDEMNATION

If all or any part of the Common Areas are taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of all Owners) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Association as Trustee for all Owners to be disbursed as follows:

- (a) If the taking involves a portion of the Common Area on which improvements have been constructed, then, unless within sixty (60) days after such taking the Members representing at least seventy-five percent (75%) of the total vote of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Area to the extent lands are available therefore, in accordance with plans approved by the Board.
- (b) If such improvements are to be repaired or restored, the provisions in Article V regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply.
- (c) If there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

ARTICLE VIII ANNEXATION OF ADDITIONAL PROPERTY

The Association, through its Board of Directors, is authorized to acquire, hold, and dispose of fee simple title to, and is also authorized to enter into agreements to acquire leaseholds, memberships, and other possessory or use interests in, lands or facilities, including, but not limited to, marinas, docks, submerged land, parking areas, conservation areas, and other recreational facilities, regardless of whether the lands or facilities are contiguous to the Property or whether such lands or facilities are intended to provide enjoyment, recreation, or other use or benefit to the Owners. Costs associated with such acquisition, ownership, and disposal shall be considered a Common Expense and such property, upon acquisition, shall be considered a Common Area for so long as it is owned by the Association. Notwithstanding anything to the contrary in this Declaration, any Special Assessment levied for the costs associated with adding a common area docking facility and parking area may be approved by the Board of Directors alone without approval by the members. The annexation of any real property shall be recorded in the form of a supplemental Declaration filed in the public records of Lee County, Florida.

ARTICLE IX RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. Common Area and Rights-of-Way. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common

Area, including Roadway Areas, and all improvements thereon (including, without limitation, furnishings and equipment related thereto and common landscaped areas), and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions hereof.

Section 2. Personal Property and Real Property for Common Use. The Association, through action of the Board, may acquire, hold, and dispose of tangible and intangible personal property and real property. The Board, acting on behalf of the Association, will accept any real or personal property, leasehold, or other property interests within Serengeti conveyed to it by the Declarant.

Section 3. Rules and Regulations. The Association, through the Board, may make and enforce reasonable rules and regulations governing the use of the Common Area, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines and suspension of the right to use the recreational facilities. The Board shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. Imposition of sanctions shall be as provided in the By-Laws of the Association.

Section 4. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the By-Laws of the Association, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

ARTICLE X ASSESSMENTS

Section 1. Creation of Assessments. General Assessments for common expenses may be created from time to time specifically authorized by the Board to be commenced at the time and in the manner set forth in Section 8 of this Article. General Assessments shall be allocated equally for each Residential Unit.

Section 2. Computation of Assessment. It shall be the duty of the Board, at least sixty (60) days before the beginning of the fiscal year and thirty (30) days prior to the meeting at which the budget shall be presented to the Members, to prepare a budget covering the estimated costs of operating the Association during the coming year. The budget shall include a capital contribution fund which will be deposited in the deferred maintenance account in accordance with a capital budget separately prepared and shall separately list general expenses, if any, and shall also separately list the expenses related to the maintenance and operation of the Surface Water Management System, including any capital contribution required to establish a reserve fund for replacement of components of the system. The Board shall cause a copy of the budget, and the amount of the General Assessments, if any, to be levied against each Residential Unit for the following year to be delivered to each Owner at least fifteen (15) days prior to the meeting. The budget and the assessments shall become effective unless disapproved at the meeting by a vote of the Members or their alternates representing at least a majority of the total Class "A" Members.

Notwithstanding the foregoing, however, in the event the proposed budget is disapproved, or the Board fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the then current year shall continue for the succeeding year.

The Board shall not, without the vote or written consent of Members or their alternates representing a majority of the Class "A" Members, impose a General Assessment per Residential Unit which exceeds the General Assessment per Residential Unit for the immediately preceding fiscal year by more than ten (10%) percent or the amount which the Consumer Price Index for the Lee County, Florida, area has increased over the previous fiscal year, whichever is greater; provided, however, in determining whether any increase is within the limitation imposed by this paragraph, the amount of any increase due to increased cost of utilities or insurance, damage by acts of God, and increases in the reserve fund shall not be included.

Section 3. Special Assessments. In addition to the assessments authorized in Section 1 of this Article, the Association may levy a Special Assessment or Special Assessments at any time; provided, however, if such an assessment shall exceed \$50,000, the Special Assessment shall require the affirmative approval of a majority of the members voting in person or by proxy at a duly noticed membership meeting at which a quorum is obtained.

The Association may also levy a Special Assessment against any Owner to reimburse the Association for costs incurred in bringing an Owner and his Residential Unit into compliance with the provisions of this Declaration, or the Articles, or the By-Laws of the Association, or the rules and regulations of the Association, which Special Assessment may be levied upon the majority affirmative vote of the Board after 14 days' notice to the Member and an opportunity to be heard at a meeting called for the specific purpose of the individual assessment. No vote of the membership, nor shall membership approval be required, to impose a Special Assessment against an individual Unit and/or Owner.

Notice shall be provided to the affected Owner in writing at the Property address and any address on record in the Association's official records. Notice of a Director's meeting to impose a Special Assessment against an Owner shall be given no less than 14 days in advance of the meeting scheduled for said purpose. The meeting to impose the special assessment shall occur whether the Owner is present or not. The Owner shall be notified of the assessment in writing. After notification the assessment shall be due in 30 days, in the ordinary course, as would a General Assessment. Failure to pay a Special individual Assessment may result in a lien which can be foreclosed in the same manner as a General Assessment. A Special Assessment imposed against an individual for the purpose of recovering actual costs, fees, and damages, is not and shall not be interpreted as a fine under Florida Statute 720 and shall not require the same procedures required in order to charge same.

Section 4. Covenant to Pay Assessments. Each Owner, by acceptance of a deed is deemed to covenant and agree to pay the Assessments. All Assessments, together with interest at the highest rate permitted by law, late charges, costs, and reasonable attorneys' fees shall be a charge on the land and shall be a continuing lien upon the Residential Unit or Building Site against which the Assessment is made.

Each Assessment, together with interest, late charges, costs, and reasonable attorneys' fees, shall also be the personal obligation of the Person who was the owner of such Residential Unit or Building Site at the time the Assessment arose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance to the extent expressly assumed, except no first mortgagee who obtains title to a Residential Unit pursuant to the remedies provided in the mortgage shall be liable for unpaid Assessments which accrued prior to such acquisition of title.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board. Unless the Board otherwise provides, General Assessments shall be paid on an annual basis and Special Assessments shall be paid in one lump sum.

Section 5. Lien for Assessments. Upon recording of a notice of lien, there shall exist a perfected lien for unpaid Assessments relating back to the date of the Association's originally recorded Declaration, on the respective Residential Unit prior and superior to all other liens, except (1) all taxes, bonds, assessments, and other levies which by law would be superior thereto, and (2) the lien or charge of any first mortgage of record (meaning any recorded mortgage with first priority over other mortgages) made in good faith and for value (a "First Mortgagee"), subject to the Association's claims and rights under Chapter 720, Florida Statutes (the "Act"), which shall be superior to the rights of a First Mortgagee under such mortgage, which claims and rights include, without limitation, a First Mortgagee's obligation to pay to the Association unpaid assessments, interest, late fees, attorneys' fees and costs, including attorneys' fees and costs related to a mortgage foreclosure affecting the Lot or bankruptcy of the Owner, and otherwise to the maximum extent set forth in the Act. Such a lien, when delinquent, may be enforced by suit, judgment, and foreclosure.

A Unit purchased by a third-party purchaser at a foreclosure sale, not entitled to the protection of first mortgagees under Section 720.3085, Florida Statute, is jointly and severally liable for all past due amounts incurred prior to issuance of the certificate of title.

- ✓ The Association, acting on behalf of the Owners, shall have the power to bid for the Residential Unit at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which a Residential Unit is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no Assessment shall be assessed or levied on it; and (c) each other Residential Unit shall be charged, in addition to its usual Assessment, its equal pro rata share of the Assessment that would have been charged such Residential Unit had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid common expenses and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same.

Section 6. Capital Budget and Contribution. In addition to annual operating expenses, the proposed annual budget may include reserve accounts for capital expenditures and deferred maintenance. The Declarant did not initially create statutory reserves as provided for in Section 720.303, Florida Statutes. If the members at any time vote to provide for reserves in accordance with Section 720.303, Florida Statutes, then thereafter reserves shall be funded and used in accordance with such statutory provisions. The board shall annually prepare a deferred Maintenance Account Plan to address the anticipated repair upkeep and necessary improvements of the Association's Common Areas and shared facilities. The plan shall consider the expected lifespan of major components, projected maintenance costs, and any necessary preventative measures to sustain the community's assets. The board shall determine and allocate contributions through the deferred maintenance account and an amount sufficient to meet projected maintenance needs over time. This funding shall be incorporated into the annual budget and collected through general assessments. If applicable the board shall have discretion to adjust funding levels as necessary to reflect changing maintenance requirements and unforeseen expenses. A copy of the Deferred Maintenance Account Plan along with an updated budget summary shall be distributed to each member in the same manner as the operating budget

Section 7. Date of Commencement of Assessments. The General Assessments provided for herein shall commence as to all Residential Units on the first day of the month following the date on which title is

transferred to a party other than the Declarant. Assessments shall be due and payable in a manner and on a schedule as the Board may provide. The first General Assessment, if any, on a Residential Unit shall be adjusted according to the number of months then remaining in that fiscal year and the level of completion of the applicable Residential Unit.

Section 8. Institutional Mortgagees. The lien of assessments, including interest, late charges (subject to the limitations of Florida law), and costs (including attorney's fees) provided for herein, shall be subordinate to the lien of any mortgage upon any Residential Unit held by an Institutional Mortgagee that is recorded among the Public Records of Lee County, Florida, prior to the recording of the claim of lien for the Assessment.

Section 19. Exempt Property. The following property subject to this Declaration shall be exempted from Assessments:

- (a) Any parcel of property which is dedicated and accepted by a local public authority and devoted to public use; and
- (b) All Common Areas including Roadway Areas.

Section 10. Resale Capital Contribution. Upon the transfer of title of any Lot within the Association, the transferee shall pay to the Association a non-refundable Resale Capital Contribution and the amount no less than \$3,000.00 and not to exceed the total of annual HOA dues for the year immediately prior to transfer. This contribution is due at closing and shall be deposited into the association's capital account to fund capital improvements and maintenance of common areas. This resale contribution is in addition to any other assessments or fees due to the association and does not apply to transfers exempted by Florida law. The Board may review can adjust the resale capital contribution fee once per year with any changes requiring approval by a majority vote of the Board of Directors at the association's annual meeting before taking effect.

ARTICLE XI ARCHITECTURAL STANDARDS

The Board shall have the authority and standing on behalf of the Association to enforce in courts of competent jurisdiction decisions of the committees established in this Article.

No construction, which term shall include within its definition staking, clearing, excavation, grading, and other site work, and no plantings or removal of plants, trees, or shrubs shall take place except in strict compliance with this Article, until the requirements thereof have been fully met, and until the approval of the appropriate committee has been obtained.

Section 1. Architectural Control Committee.

The Architectural Control Committee ("ACC") The Architectural Control Committee (ACC) shall have exclusive jurisdiction, within the guidelines approved by the Board, over all original and new construction at Serengeti. The ACC shall prepare and, on behalf of the Board, shall promulgate design and development

guidelines and application and review procedures. The guidelines and procedures shall be those of the Association, and the ACC shall have sole and full authority to prepare and to amend the guidelines and procedures. It shall make both available to Owners, builders, who seek to engage in development of or construction at Serengeti and such Owners, builders shall conduct their operations strictly in accordance therewith the Association retains the right to appoint all members of the ACC, which shall consist of at least three (3), but no more than five (5), persons. There shall be no surrender of this right prior to that time, except in a written instrument in recordable form executed by Association. Upon the expiration of such right, the Board shall appoint the members of the ACC.

If appointed by the Board, the following shall consist of at least three (3) and no more than five members, all of whom shall be appointed by the Board. The ACC shall have exclusive jurisdiction, subject to an appeals process, enabling Board of Director review, as may be determined and adopted by the Board of Directors, within guidelines approved by the Board, over modifications, additions, or alterations made on or to existing Residential Units or structures containing Residential Units and the open space, if any, appurtenant thereto; provided, however, the ACC may delegate this authority to the appropriate board or committee of any residential association subsequently created or subsequently subjected to this Declaration so long as the ACC has determined that such board or committee has in force review and enforcement practices, procedures and appropriate standards at least equal to those of the ACC. Such delegation may be revoked and jurisdiction reassumed at any time by written notice.

The ACC, subject to approval of the Board of Directors, shall promulgate detailed standards and procedures governing its area of responsibility and practice. In addition, thereto, the following shall apply:

Plans and specifications showing the nature, kind, shape, color, size, materials, and location of such modifications, additions, or alterations, shall be submitted to the ACC for approval as to quality of workmanship and design and harmony of external design with existing structures, and as to location in relation to surrounding structures, topography, and finished grade elevation. No permission or approval shall be required to repaint in accordance with an originally approved color scheme, or to rebuild in accordance with originally approved plans and specifications. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of his Residential Unit, or to paint the interior of his Residential Unit any color desired. In the event that the ACC fails to approve or to disapprove such plans or to request additional information reasonably required within forty-five (45) days after submission, the plans shall be deemed approved.

ARTICLE XII

USE RESTRICTIONS

The Building Sites shall be used only for residential and related purposes and low intensity agricultural uses, as may more particularly be set forth in this Declaration, any Supplemental Declaration or other amendments hereto or subsequently recorded declarations creating associations subject to this Declaration. The Association, acting through the Board, shall have standing and the power to enforce use restrictions contained in any such declaration as if such provisions were a regulation of the Association.

The Association, acting through its Board, shall have authority to make and to enforce standards and restrictions governing the use of Residential Units, Building Sites, and Common Area, in addition to those contained herein, and to impose reasonable user fees for facilities, including, but not limited to, swimming pools and/or tennis courts, if any. Such regulations and use restrictions shall be binding upon all Residents

until and unless overruled, cancelled, or modified in a regular or special meeting of the Association by Members representing a majority of the total Class "A" Members in the Association.

The Declaration or other creating document for any residential association may impose stricter standards than those contained in this Article. The Association, acting through the Board, shall have standing and the power to enforce such standards.

Section 1. Residents Bound. All provisions of this Declaration and of any rules and regulations or use restrictions promulgated pursuant hereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all other Residents.

Section 2. Non-Interference With Easements. No structure, planting, or other material shall be placed or permitted to remain on any Building Site which may damage or interfere with the installation and maintenance by the Association of any entryway, hedge, planting, tree, grass, or other improvement or landscaping. Any easement area located on a Building Site and all improvements thereon shall be maintained continuously by the Owner of the Building Site, except for those easement areas maintenance of which is a responsibility of a public authority, a public utility, the Association or another association.

Section 3. Architectural and Landscaping Requirements.

- (a) **Roof Coverings.** All roof coverings must conform to the ACC Architectural guidelines adopted, approved and/or published by the board.
- (b) **Air Conditioners.** There shall be no wall or window-type air conditioning units on a structure on any Residential Unit.
- (c) **Exterior Lighting.** All exterior lighting shall conform to a standard size, design, and material designated by the ACC and shall be installed at a location approved by the ACC. No exterior lighting shall be permitted to materially illuminate an adjacent Building Site or Residential Unit.
- (d) **Out Buildings.** No Structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be constructed or used on any Building Site or Residential Unit.
- (e) **Exterior Walls.** All exterior walls of each Residential Unit shall have a stucco surface finish which conforms to published architectural guidelines and shall be painted to conform to the color palette, each as designated and approved by the Declarant or Board.
- (f) **Mechanical Systems.** All air conditioner/heat pump compressors, pool and/or spa pumps, all other exterior mechanical equipment shall be screened with shrubbery and/or a fence so as to not be visible from the front or any neighboring Building Site or Residential Unit.
- (g) **Fences.** All fences shall conform to a standard size, design, and material designated by the ACC. No fences shall be constructed along the front of any lot or the rear of any lot which is located along or abuts to the Caloosahatchee River or along the side yard of any corner Building Site.

- (h) **Clotheslines.** Clotheslines shall be permitted upon written approval from the ACC. Clotheslines shall not be on the front or side lawn. Clotheslines shall not be more than 6 feet off the ground and more than 8 feet long. The approval of clotheslines shall be consistent with Florida Statutes Section 163.04.
- (i) **Landscaping.** All landscaping shall conform to the standards, designs, and plant materials designated by the ACC. There shall be no lawn sculpture, birdbaths, ponds, flag poles, artificial plants, basketball hoops, birdhouses, rock gardens, swing sets, play accessories, dog houses, or similar types of landscaping accessories unless the prior approval of the ACC is obtained. All Residential Units shall have an irrigation system for all landscaping supplied by individual wells.
- (j) **Irrigation.** All Residential Units shall have an individual water well and septic system.
- (k) **Pools and Spas.** No above ground pools are permitted. Any above ground spa shall conform to the standards, size, design, and materials designated by the ACC. All pools are to be constructed of concrete. The design and location of all pools shall be subject to advance approval by the ACC.
- (l) **Driveways and Walkways.** All Residential Units shall have a paved driveway with a minimum width of sixteen feet (16') and a walkway from the driveway to the dwelling entrance not to exceed forty-eight (48) inches in width past the front of the Residential Unit. The driveways and walkways shall be constructed of paver blocks or stamped concrete, provided that the ACC may approve alternative materials and finishes if similar in quality to paver blocks or stamped concrete and aesthetically compatible with the driveway and walkway materials and finishes used on other Residential Units in the general vicinity. Walkways may be permitted on the side of a Building Site when constructed in a similar fashion as the Residential Unit's entrance walkway and approved by the ACC.
- (m) **Minimum Dwelling Sizes.** Riverfront Building Sites (lots 22, 23, 24, 25 and 26) shall contain a minimum of 3,500 square feet of air-conditioned living area. All other Building Sites shall contain a minimum of 2,750 square feet of air-conditioned living area.

Section 4. Mailboxes. All mailboxes, paper boxes or other receptacles of any kind for use in the delivery of mail, newspapers, magazines, or similar materials used and/or placed on any Building Site shall be maintained in a neat, clean, and well-constructed condition. In the event the United States Postal Service makes available delivery service of mail to individual Residential Units, the ACC may require that all mailboxes, paper boxes, or other receptacles previously utilized by Owners be attached to dwellings in a form and manner acceptable to the ACC. If centralized mailboxes are made available, individual mailboxes, paper boxes and other receptacles of any kind shall be prohibited.

Section 5. Antennae and Aerials - Satellite Dishes. All outdoor antennae and aerials or satellite dishes may be installed only after approval of the ACC in accordance with all FCC regulations and applicable state, local, and federal laws.

Section 6. Signs. The size, content, design, and material of all signs located on any Building Site shall be

subject to the approval of the ACC. No sign of any kind shall be displayed to general view on any Building Site except under the following circumstances:

- (a) Directional or traffic signs may be installed by the appropriate governmental authority or by the Board on behalf of the Association, and entrance or other identification i may be installed by or with the consent of the Board.
- (b) Association may display signs on any Building Site owned by Association.
- (c) One (1) "For Sale" or "For Rent" sign not more than four (4) square feet (when measured on one side thereof) may be displayed outside the front gate of the community and one window of property.
- (d) A name plate and address plate in size and design approved by the ACC may be displayed on any Building Site or Residential Unit.
- (e) Signage indicating the limited purpose and use of Lake Maintenance Easements (LME) located on individual Building Sites. The Association shall have the right but not the obligation to adopt a standard sign to designate the LME on Building Sites. If such a sign is adopted, the sign shall be the only option permitted for use in the LME. Signage restricting the use of the LME on a privately owned Building Site shall not restrict the Owner of the Site from using the LME for all lawful purposes.

Section 7. Completion of Construction and Repairs. All new residential construction and exterior repairs due to fire or other damage must be completed within a timeline submitted to the ACC and approved by the board. Failure to comply may result in fines of up to \$50 per day as determined by the board and in accordance with Section 720.305, Florida Statutes, to ensure reasonable promptness.

Section 8. Modifications, Additions, and Alterations. No modification, addition, or alterations may be made to the exterior of a Residential Unit or to a Building Site, including, but not limited to, landscaping, structures, recreational facilities, and color schemes, without the prior approval of the ACC, as applicable.

Section 9. Further Subdivision. No Building Site may be divided, subdivided, or reduced in size without approval of the ACC and Lee County.

Section 10. Maintenance of Exteriors. Each Owner shall maintain the exteriors of all structures on Owner's Building Site and all fixtures attached thereto and all landscaping thereon in an aesthetically pleasing manner.

Section 11. Maintenance of Building Site Irrigation Systems. Each Owner of an individual Building Site shall be responsible for maintenance and repair of such Building Site's irrigation system except as such responsibility may be modified by a Supplemental Declaration hereto.

Section 12. Noxious Vegetation. No Owner shall permit the growth of noxious weeds or vegetation upon any Building Site or any adjacent Swale Area or Rear-Yard Area.

Section 13. Litter, Trash, and Garbage. No garbage, trash, refuse, or rubbish shall be deposited, dumped, or kept on any Building Site except in enclosed sanitary containers approved by the ACC. Containers shall be kept in a sanitary condition in an enclosed area attached to the Residential Unit and constructed in a manner approved by the ACC. Enclosures for containers shall be constructed of slatted wood, vinyl, or shrubbery, all as submitted and approved by the ACC. The ACC reserves the right to approve other enclosure materials at its discretion and shall have the right but not the obligation to adopt a list of approved materials or vegetation. No containers shall be visible from the road, or from an adjoining Building Site. All enclosures shall be consistent with the aesthetic of the Building Site and general aesthetic of the community.

Containers may be placed on the Building Site for pickup at the times and in accordance with the requirements of the franchised governmental entity providing garbage removal service for Serengeti; however, containers shall be returned to and kept in the enclosed area promptly after pickup.

Section 14. Nuisances. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkept condition on Owner's Building Site. No Building Site shall be used, in whole or in part, for the storage of any property or thing that will cause such Building Site to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept on any Building Site that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of the surrounding property. No obnoxious or offensive activity shall be carried on upon any Building Site or Common Area, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using the property adjacent to the Building Site. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of Serengeti.

Section 15. Vehicles and Repair. No inoperative cars, trucks, boats, or trailers or other type of vehicles, automotive or marine, shall be allowed to remain on or adjacent to any Building Site or improved Lot for a period in excess of forty-eight (48) hours; however, this provision shall not apply to any vehicle which is kept within an enclosed garage. All vehicles shall have valid registration tags. No automotive or marine vehicle shall be repaired on the Lot or street.

Section 16. Trailers, Boats, Campers, and RV's. Campers, trailers, and recreational vehicles (RV's) shall be allowed to remain on any driveway of an improved Lot for a period up to, but no longer than, forty-eight consecutive hours provided they are in good condition and repair. Boats stored on a boat trailer may be kept on any driveway of an improved Lot provided they are covered with a canvas cover and are in good condition and repair, so long as the boat has current registration and is parked at least 5 feet from the street. The storage of standalone trailers of any type is prohibited on lots at all times. Any boat, trailer, camper or RV may be kept within an enclosed garage. Sailboats are prohibited from raising and/or opening the sail(s) while parked on any Building Site or improved Lot.

Section 17. Grade Change and Drainage. No change shall be made to the grade or drainage of any Building Site which adversely affects any other Building Site or any Common Area or the roads or other dedicated areas within Serengeti.

Section 18. Wetlands. Any existing on-site wetlands are protected by conservation easements. Said wetlands may not be altered from their natural/permitted condition with the exception of exotic or nuisance vegetation removal. Exotic vegetation may include, but is not limited to, melaleuca, Brazilian pepper, Australian pine, and Japanese climbing fern, or any other species currently listed by the Florida Exotic Pest Plant Council. Nuisance vegetation may include cattails, primrose willow, and grape vine.

Section 19. Surface Water Management System. No boating or swimming shall be permitted in any part of the Surface Water Management System.

Section 20. Parking Restrictions. The Board of Directors may but shall not be required to promulgate rules and regulations for parking on private roads. Parking rules and regulations may be enforced with towing in accordance with Chapter 715, Florida Statutes.

Section 21. Leases. Short-term leases are prohibited. A Short term lease shall be defined as any lease term of less than six (6) months. No home shall be leased more than three times in a calendar year. Owners shall submit a written copy of the proposed lease to verify the lease term and number of lease proposals per year.

XIII

ENVIRONMENTAL RESPONSIBILITIES

Section 1. Removal of Invasive Exotics. The Association shall be responsible for the removal of regrowth of any invasive exotic species as defined now or hereafter by Lee County on the Common Areas or any unsold Building Sites. If regrowth of invasive exotics occurs within any conservation area easement, the regrowth shall be removed by hand or killed in place.

Section 2. Prohibition of Planting. Owners are prohibited from planting any invasive exotic species as defined now or hereafter by Lee County.

Section 3. Wetland Mitigation Monitoring. The Association shall be responsible to monitor any wetland mitigation areas, including meeting all conditions associated with mitigation maintenance and monitoring, as described in Exhibit "B".

XIV

GENERAL PROVISIONS

Section 1. Term. The covenants and restrictions of this Declaration shall run with and bind Serengeti, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any parts of Serengeti subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then Owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same.

Section 2. Amendment. Subject to the provisions of Section 3 below these covenants and restrictions may be amended by an affirmative vote of two-thirds (2/3) of the members present in person or by proxy at a duly called meeting for the stated purpose at which a quorum is obtained. The amendment shall become effective upon its recording in the Public Records of Lee County, together with a certificate that it has been properly adopted.

Section 3. Indemnification. The Association shall indemnify every officer, director, and committee member against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

Indemnification shall not apply to those individuals acting in a purely volunteer capacity who have not been elected by the membership or appointed by the Board of Directors to a duly organized committee. All people volunteering as individuals and not as directors, officers, committee members, or otherwise designated agents of the Association do so at their own risk. The Association shall not be liable for any personal injury or property damage incurred while participating in Association activities on a volunteer basis.

Section 4. Easements for Utilities, Etc. Association hereby reserves for itself and its designees (including, without limitation, any utility) blanket easements upon, across, over, and under all of the Common Area and to the extent shown on any plat over the Building Sites for ingress, egress, installation, replacing, repairing, and maintaining central irrigation water supply systems, cable television systems, master television antenna systems, security, and similar systems, walkways, and all utilities, including, but not limited to, water, sewer, meter boxes, telephone, gas, and electricity. This reserved easement may be assigned by Declarant by written instrument to the Association, and the Association shall accept the assignment upon such terms and conditions as are acceptable to Declarant. If this reserved easement is assigned to the Association, the Board shall, upon written request, grant such easements as may be reasonably necessary for the development of any properties described in Exhibit "A" or that may be annexed or de-annexed in accordance with Article VIII of this Declaration.

Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated in Serengeti, except as may be approved by the Board or as provided in the development and sale by Declarant. Should any entity furnishing a service covered by the general easement provided request a specific easement by separate recordable document, the Board shall have the right to grant such easement in Serengeti without conflicting with the terms hereof. The easements provided for in this Article shall in no way adversely affect any other recorded easements in Serengeti.

The Board shall have, by a two-thirds (2/3) vote, the power to convey or dedicate all or part of the Common Area to Lee County, other local, state, or federal governmental entities, including any special district, or to another association with authority to accept such conveyance or dedication.

Section 5. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 6. Right of Entry. The Association shall have the right, but shall not be obligated, to enter into any Residential Unit for emergency, security, and safety, which right may be exercised by the Board, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Resident. This right of entry shall include the right of the Association to enter a Residential Unit to cure any condition which may increase the possibility of a fire or other hazard in the event a Resident fails or refuses to cure the condition upon request by the Board. Such entry when made pursuant to this section shall not be deemed a trespass.

Section 7. Litigation. Before commencing litigation against any party in the name of the association involving amounts of controversy in excess of \$100,000, the association must obtain the affirmative approval of a majority of the voting interests at a meeting of the membership at which a quorum has been attained.

Section 8. Incorporation In Title Documents. Any and all deeds conveying a Building Site shall be conclusively presumed to have incorporated therein all the terms and conditions of this Declaration.

Section 9. Disputes. In the event there is any dispute as to whether the use of any portion of Serengeti complies with the covenants and conditions contained in this Declaration, such dispute shall be referred to the Board, and the determination rendered by the Board with respect to such dispute shall be binding upon all parties thereto.

Section 10. Enforcement. In addition to its rights of fining and abatement as set forth herein, the covenants and restrictions contained in this Declaration may be enforced by Declarant, the Association, any Owner or Owners, and any Institutional Mortgagee in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or suit seeking damages, injunction, specific performance, or any other form of relief, against any person, firm, or entity violating or attempting to violate any covenant or restriction herein. The failure by any party to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of such covenant or restriction. The prevailing party in any such litigation shall be entitled to reasonable attorney's fees and court costs at all trial and appellate levels. The Association shall be authorized to charge any award of prevailing party attorney's fees and costs, if unpaid after demand is made, as an individual Special Assessment which can be liened and foreclosed in the same manner as a regular assessment.

Section 11. Notices to Owners. Any notice or other communication required or permitted to be given or delivered under this Declaration to any Owner shall be deemed properly given and delivered upon the mailing thereof by certified United States mail, return receipt request, postage prepaid, to the last known address of the person whose name appears as the Owner on the records of the Association at the time of such mailing. Owners who consent to service of notice via e-mail in accordance with the applicable Florida

Statues may receive electronic notice. Notices of meetings shall be posted in such places or places as designated by the Board, and shall be delivered when necessary in accordance with this Declaration, and/or the Association's Bylaws, Articles of Incorporation, or Florida Statutes.

Section 12. Notices to Association. Any notice or other communication required or permitted to be given or delivered under this Declaration to the Association or the ACC shall be deemed properly given and delivered upon the mailing thereof by Certified United States mail, postage prepaid, to the Board at the Association's mailing address as listed with the Florida Secretary of State or at such other address as the Board may hereafter designate by notice to Owners in the manner provided in Section 12 above.

Section 13. Conservation Area Restrictions. The conservation areas are dedicated as common areas. They shall be the perpetual responsibility of the Association and may in no way be altered from their natural or permitted state. Activities prohibited within the conservation areas include, but are not limited to, construction or placing of buildings on or above the ground; dumping or placing soil or other substances such as trash; removal or destruction of trees, shrubs, or other vegetation (with the exception of exotic/nuisance vegetation removal); excavation, dredging, or removal of soil material; diking or fencing; and any other activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat conservation or preservation.

XV

ASSOCIATION'S RIGHTS

Any or all of the special rights and obligations of the Association may be transferred to other persons or entities subject to this Declaration, Section 720, Florida Statutes, and applicable law, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Official Records of Lee County, Florida.

END OF AMENDED AND RESTATED DECLARATION