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Serengeti Community Association Purchase Application
c/o Tropical Isles Management Services
12734 Kenwood Lane, Ste. 49
Fort Myers, FL 33907

Please have the following items available when turning in Purchase Application:

- Completed and signed Pages 1-3 of this document
- Signed Copy of fully executed Purchase Agreement, including all contact information of Buyers/Sellers
- Processing Fees Payment

Processing Fees:

- \$100.00 non-refundable Processing Fee payable to Tropical Isles Management

Please Print:

Community Address: _____ Serengeti Circle, Alva, FL

Applicant Name: _____ **Applicant #2:** _____

Phone Number: _____ **Phone Number:** _____

Applicant Email Address: _____

Applicant Email Address: _____

The Community Association documents provide an obligation to unit owners that all units are for single family residences only.

Please check the one that applies to you:

____ Reside here on a full-time basis

____ Reside here part time

____ Lease the home

If owner occupied, please list Names/Relationships of individuals who will be residing in the residence: _____

Acknowledgement & Agreement:

Receipt of Governing Documents:

I/We have received a copy of the Governing Documents and am/are aware of the Association rules, regulations and restrictions, and agree to abide by them.

Maintenance Fee Payments:

I/We understand maintenance fees for Serengeti Community Association are paid monthly and are due on the 1st of each month. by the first of each month. Questions regarding my maintenance fee account, payments, set up of ACH etc. require that we contact Spires & Associates PA at 239.936.4336 or Renee@SpiresAssociates.com .

Exterior Modifications to Lot and Home:

I/We understand that prior to making any modifications to the lot or exterior of the home we are required to submit a request to the Architectural Review Committee for approval **prior** to engaging in any modification.

Applicant Signature:_____ **Date:**_____

Applicant Signature:_____ **Date:**_____

Please send application with all necessary fees and paperwork to:

Serengeti Community Association
c/o Tropical Isles Management Services
12734 Kenwood Lane Ste. 49
Ft Myers, FL 33907
Email: Process@TropicalIsles.net





Resident Communication Authorization:

Print Name: _____

Address: _____

Alternate Address: _____

Where do you want your mail to be sent: _____ Serengeti Address _____ Alternate Address

Would you like us to communicate with you via Email (i.e. quarterly statements, upcoming events, meeting notices)?

Email Address (s): _____

Telephone numbers: _____

I/We give permission for the use of my email address(s) for ALL communication:

Signature: _____ Date: _____

Signature: _____ Date: _____

Please return Pages 1-3 of this completed form and the sales contract to Process@TropicalIsles.net

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.

(Corporate Seal)

SERENGETI COMMUNITY ASSOCIATION, INC.

ATTEST:

By:

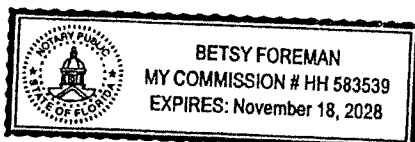
Ken Livingston, President
Printed Name

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 and 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



INSTR # 6729422
OR BK 04657 Pgs 3140 - 3209; (70pgs)
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LEE COUNTY, FLORIDA
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**DECLARATION OF COVENANTS
CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
SERENGETI**

This Declaration of Covenants, Conditions, and Restrictions is made this 25th day of March, 2005 by Serengeti Development, Inc., (hereinafter referred to as "Declarant"):

WITNESSETH

WHEREAS, Declarant is the owner of the real property described in Exhibit "A" attached hereto and incorporated herein by reference. Declarant intends by this Declaration to impose upon Serengeti (as defined in Section 26 of Article I) mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of residential property within Serengeti made subject to this Declaration and amendments thereto by the recording of this Declaration. Declarant desires to provide a flexible and reasonable procedure for the overall development of Serengeti, and to establish a method for the administration, maintenance, preservation, use and enjoyment of Serengeti as is now or may hereafter be subjected to this Declaration;

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NOW, THEREFORE, Declarant hereby declares that all of Serengeti described in Exhibit "A", subjected to this Declaration shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of and which shall run with the land subjected to this Declaration and which shall be binding on all parties having any right, title, or interest in Serengeti or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof. This Declaration does not and is not intended to create a condominium within the meaning of Chapter 718, Florida Statutes.

**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 NCC (as defined in Section 13 of this Article).

Section 8. "Declarant" shall mean Serengeti Development, Inc..

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. Declarant, if and so long as Declarant holds a mortgage on any portion of Serengeti.

Section 11. "MC" shall mean and refer to the Modifications Committee as more specifically described in Section 2 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. "NCC" shall mean and refer to the New Construction Committee as more specifically described in Section 1 of Article XI.

Section 14. "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 15. "Person" shall mean a natural person, a corporation, a partnership, trustee, or other legal entity.

Section 16. "Plats" shall mean the plat of Serengeti, as recorded in the Public Records of Lee County, Florida, thereby subdividing all of Serengeti.

Section 17. "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 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.

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 Declarant and 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 NCC, 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 each class of 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 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. 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 shall be deemed a Special Assessment against the Owner due and payable upon being assessed against the Owner, and 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 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.

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 two (2) classes of membership, Class "A" and Class "B", as follows:

a. **Class "A".** Class "A" Members shall be all Owners with the exception of the Class "B" Members, if any.

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 person or entity holds such interest in any Residential Unit, the vote for such Residential Unit shall be exercised as those persons or entities themselves determine and advise the Secretary of the Association prior to any meeting. In the absence of such advice, the Residential Unit's vote shall be suspended in the event more than one person or entity seeks to exercise it.

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.

b. **Class "B".** The Class "B" Member shall be the Declarant and any successor of Declarant who takes title for the purpose of development and sale, and who is designated as such in a recorded instrument executed by Declarant. The Class "B" Membership shall terminate and become converted to Class "A" Membership within ninety (90) days of the happening of the earlier of the following:

- i) When, in its discretion, the Declarant so determines;
- ii) January 1, 2020;
- iii) After Declarant has conveyed ninety percent (90%) of the Building Sites at Serengeti to unrelated third parties.

From and after the happening of these events, whichever occurs earlier, the Class "B" Member shall be deemed to be a Class "A" Member entitled to one (1) vote for each Residential Unit in which it holds the interest required for membership under Section 1 of this Article. At such time, the Declarant shall call a meeting, as provided in the By-Laws of the Association for special meetings, to advise the membership of the termination of Class "B" status.

Section 3. Voting Rights. Until such time as the Class membership of the Developer is terminated, the Class "B" Member shall have sole voting rights in the Association and the Class "A" Members shall have no voting rights except for altering or amending the Articles or By-Laws, which rights shall be as provided in the Articles and By-Laws. After termination of the Class "B" membership, each Class "A" Member shall have full voting rights on all matters to come before the Association as provided in the Articles and By-Laws.

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 assess the cost thereof to the Owner; 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 INSURANCE AND CASUALTY LOSSES

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 policies 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 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

Section 1. Annexation Without Approval of Class "A" Membership. As the owner thereof, or if not the owner, with the consent of the owner thereof, Declarant shall have the unilateral right, privilege, and option, from time to time at any time until the year 2020, to subject to the provisions of this Declaration and the jurisdiction of the Association, annex or de-annex property, by filing in the Public Records of Lee County, Florida, a Supplemental Declaration annexing such property. Such Supplemental Declaration shall not require the vote of Members. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein. Declarant shall have the unilateral right to transfer to any other person the said right, privilege, and option to annex additional property which is herein reserved to Declarant, provided that such transfer is memorialized in a written, recorded instrument.

Section 2. Acquisition of Additional Common Area. Declarant may convey to the Association additional real estate, improved or unimproved, which upon conveyance or dedication to the Association shall be accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit of all its Members.

Section 3. Amendment. This Article shall not be amended without the written consent of Declarant, so long as the Declarant remains a Class "B" Member.

**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. Declarant's Obligation. Declarant shall pay to the Association in the form of a subsidy the difference between the amount received in all types of assessments from all Owners and the amount of the actual expenditures required to operate the Association for the year. Payment of the subsidy hereunder, constitutes full payment by Declarant of all Assessments owed by Declarant under this Declaration.

Section 3. 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 establishing a reserve fund 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 and the Class "B" Member.

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 other than Declarant, 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 4. 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, such assessment shall have the vote or written consent of Members or their alternates representing fifty-one (51%) percent of the Class "A" Members other than Declarant and of the Class "B" Member, if such exists. 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 vote of the Board after notice to the Member and an opportunity for a hearing.

Section 5. 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 6. Lien for Assessments. Upon recording of a notice of lien, there shall exist a perfected lien for unpaid Assessments 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. Such lien, when delinquent, may be enforced by suit, judgment, and foreclosure.

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. After notice and hearing, the Board may temporarily suspend the voting rights of a Member who is in default in payment of any Assessment.

Section 7. Capital Budget and Contribution. The Board shall annually prepare a capital budget which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect both to amount and timing by General Assessments, if applicable, over the period of the budget. The capital contribution required shall be fixed by the Board and included within the budget and General Assessment, as provided in Section 3 of this Article. A copy of the capital budget shall be distributed to each Member in the same manner as the operating budget.

Section 8. 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 9. 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 10. 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.

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 Sections 1 and 2 of this Article. This Article may not be amended without the Declarant's written consent so long as the Declarant remains a Class "B" Member.

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. New Construction Committee. The New Construction Committee (NCC) shall have exclusive jurisdiction, within the guidelines approved by the Board, over all original construction at Serengeti. The NCC 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 NCC shall have sole and full authority to prepare and to amend the guidelines and procedures. It shall make both available to Owners, builders, and developers who seek to engage in development of or construction at Serengeti and such Owners, builders and developers shall conduct their operations strictly in accordance therewith. Until termination of the Class "B" Membership, the Declarant retains the right to appoint all members of the NCC, 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 Declarant. Upon the expiration of such right, the Board shall appoint the members of the NCC in the same manner as provided in Section 2 of this Article for the Modifications Committee.

Section 2. Modifications Committee. If appointed by the Board, the following shall exist:

The Modifications Committee (MC) shall consist of at least three (3) and no more than five (5) members, all of whom shall be appointed by the Board. The MC shall have exclusive jurisdiction, 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 MC 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 MC 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 MC. Such delegation may be revoked and jurisdiction reassumed at any time by written notice.

The MC 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 MC 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 MC 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 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 and by the vote of the Class "B" member, so long as such membership shall exist.

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 shall be tile, including concrete, terra cotta or clay tiles, provided that the NCC may approve alternative roof material if it is similar in quality to a tile roof and aesthetically compatible with the roof material used on other Residential Units in the general vicinity.

b. **Air Conditioners.** There shall be no wall or window type air conditioning units on an structure on any Residential Unit.

c. **Exterior Lighting.** All exterior lighting shall conform to a standard size, design and material designated by the NCC and shall be installed at a location approved by the NCC. 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 out building 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 and shall be painted to conform to the color palette designated and approved by the NCC, provided that the NCC may approve alternative exterior materials and finishes if similar in quality to a painted stucco finish and aesthetically compatible with the exterior wall materials and finishes used on other Residential Units in the general vicinity.

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 NCC. 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.** No exterior clotheslines shall be permitted.

i. **Landscaping.** All landscaping shall conform to the standards, designs and plant materials designated by the NCC. 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 NCC 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 NCC. All pools are to be constructed of concrete. The design and location of all pools shall be subject to advance approval by the NCC.

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. The driveways and walkways shall be constructed of paver blocks or stamped concrete, provided that the NCC 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.

j. **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. Riverview Building Sites (lots 11 and 12) shall contain a minimum of 3,000 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 shall In the event the United States Postal Service makes available delivery service of mail to individual Residential Units, the NCC 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 NCC. 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 NCC. Every effort shall be

made to install antennae, aerals or satellite dishes in good taste with maximum sheltering through location and vegetation. Approval of satellite dishes will be limited to mini-dishes only.

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 NCC. 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, by Declarant, or by the Board, and entrance or other identification signs may be installed by or with the consent of the Declarant or the Board.

b. Declarant may display signs on any Building Site owned by Declarant.

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 on a Building Site by the Owner or the agent for the Owner thereof.

d. A name plate and address plate in size and design approved by the NCC may be displayed on any Building Site or Residential Unit.

Section 7. Completion of Construction and Repairs. The construction of any new Residential Unit or the repair of the exterior of any Residential Unit damaged by fire or otherwise shall be completed with 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 NCC or the MC, as applicable.

Section 9. Sales Office of Declarant. Notwithstanding anything in this Declaration to the contrary, Declarant, and brokers and builders designated by Declarant, may construct and maintain sales offices, together with signs relating thereto, on a Building Site or Building Sites of its or their choosing until such time as all the Building Sites have been sold by Declarant.

Section 10. Further Subdivision. No Building Site may be divided, subdivided or reduced in size without approval of the NCC andm Lee County.

Section 11. 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 12. 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 13. 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 14. Litter, Trash and Garbage. No garbage, trash, refuse or rubbish shall be deposited, dumped or kept on any Building Site except in closed sanitary containers approved by the NCC. 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 NCC. No containers shall be visible from the road, or from an adjoining Building Site.

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 15. 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, 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 16. Vehicles and Repair. No inoperative cars, trucks, or trailers or other type of vehicles shall be allowed to remain on or adjacent to any Building Site 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. Any such vehicles shall have valid registration tags.

Section 17. Trailers, Boats Campers No trailers, boats or campers may be allowed to remain on or adjacent to any Building Site for a period in excess of forty-eight hours; however, this provision shall not apply to any trailer, boat or camper which is kept within an enclosed garage.

Section 18. 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 19. 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 20. Surface Water Management System. No boating or swimming shall be permitted in any part of the Surface Water Management System.

ARTICLE 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".

ARTICLE 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:

a. Declarant reserves and shall have the sole right to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein;

b. Declarant, in addition to the right reserved in Paragraph a. above, reserves the right without consent or joinder of anyone to amend or alter these covenants and restrictions and any part thereof, until Declarant terminates the Class "B" Membership; or until ninety percent (90%) of the Building Sites are sold; or until January 1, 2020, whichever occurs first. Thereafter, these covenants and restrictions may be amended by an affirmative vote of two-thirds (2/3) of each class of members existing at the time. 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.

Section 4. Easements for Utilities, Etc. Declarant 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 herein 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.

Section 7. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

Section 8. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of seventy-five (75%) percent of the Board. In the case of such a vote, and notwithstanding anything contained in this Declaration or the Articles of Incorporation or By-Laws of the Association to the contrary, a Board member shall not vote in favor of bringing or prosecuting any such proceeding unless authorized to do so by a vote of seventy-five (75%) percent of all members of the Electoral District represented by the Board member. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of personal assessments as provided in Article X hereof, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Declarant or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 9. 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 10. 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 11. Enforcement. 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. Declarant shall have the right, but not the duty, to enforce the covenants in this Declaration and by acceptance of a deed to a Building Site each Owner waives any claim whatsoever against Declarant with respect to the enforcement of this Declaration.

Section 12. 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 United States mail, 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. Notices of meetings shall be posted in such place or places as designated by the Board.

Section 13. Notices to Association. Any notice or other communication required or permitted to be given or delivered under this Declaration to the Association, the NCC or the MC shall be deemed properly given and delivered upon the mailing thereof by Certified United States mail, postage prepaid, to the Board, the NCC or the MC, at c/o Costello & Royston, Attn: Robert D. Royston, Jr., P.O. Drawer 60205, Fort Myers, Florida, 33906, or at such other address as the Board may hereafter designate by notice to Owners in the manner provided in Section 12 above.

Section 14. 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.

ARTICLE XV DECLARANT'S RIGHTS

Any or all of the special rights and obligations of the Declarant may be transferred to other persons or entities, 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.

Notwithstanding any provisions contained in the Declaration to the contrary, so long as construction and initial sale of Residential Units shall continue, it shall be expressly permissible for Declarant to maintain and carry on upon portions of the Common Area such facilities and activities

as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such Residential Units, including, but not limited to, business offices, signs, model units, and sales offices, and the Declarant shall have an easement for access to such facilities. The right to maintain and carry on such facilities and activities shall include specifically the right to use residences owned by the Declarant and the community center, if any, which may be owned by the Association, as models and sales offices.

So long as Declarant continues to have rights under this Article, no person or entity shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of Serengeti without Declarant's review and written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by the Declarant.

This Article may not be amended without the express written consent of the Declarant; provided, however, the rights contained in this Article shall terminate upon the earlier of (a) Declarant provides Notice of Termination of Class "B" Membership; or (b) twenty (20) years from the date this Declaration is recorded, or (c) Ninety percent (90%) of the building sites are sold.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 25 day of March, 2005.

Witness to VALERIE LYN THIVIERGE

ROBERT D. ROYSTON, JR.
(Printed Name of First Witness)

Witness to VALERIE LYN THIVIERGE

THOMAS J. COSTELLO
(Printed Name of Second Witness)

SERENGETI DEVELOPMENT, INC.

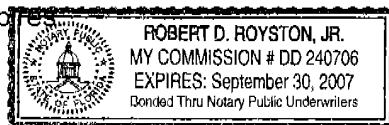
Valerie Lyn Thivierge
By: VALERIE LYN THIVIERGE, President

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 25th day of March, 2005, by VALERIE LYN THIVIERGE, as President of SERENGETI DEVELOPMENT, INC., a Florida Corporation, on its behalf.

My Commission Expires

SEAL



Robert D. Royston, Jr.
Notary Public, State of Florida
ROBERT D. ROYSTON, JR.

(printed name of notary)

Personally Known ☒ OR Produced Identification ☐
Type of Identification Produced _____

EXHIBIT "A"
LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 24, TOWNSHIP 43 SOUTH, RANGE 26 EAST, BEING PORTION OF LOT 3, ALEX LONGOT'S SUBDIVISION AS RECORDED IN PLAT BOOK 1 AT PACE 34 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA. BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 24, TOWNSHIP 43 SOUTH, RANGE 26 EAST; THENCE S89°37'13"E ALONG THE NORTH LINE OF SAID SECTION 24 FOR A DISTANCE OF 1331.13 FEET TO THE NORTHWEST CORNER OF LOT 3; THENCE S00°44'50"W ALONG THE WESTERLY LINE OF SAID LOT 3 FOR 30.00 FEET TO THE SOUTH MAINTAINED RIGHT-OF-WAY LINE OF NORTH RIVER ROAD, STATE ROAD 78, AND THE POINT OF BEGINNING, THENCE S89°37'13"E ALONG SAID RIGHT-OF-WAY LINE PARALLEL WITH THE NORTHERLY LINE OF SECTION 24 FOR A DISTANCE OF 665.60 FEET TO AN INTERSECTION WITH THE EASTERLY LINE OF SAID LOT 3; THENCE; S00°44'51"W FOR A DISTANCE OF 1941.13 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE OKEECHOBEE WATERWAY, FLORIDA CALOOSAHATCHEE RIVER CANAL PORTION; THENCE N82°49'22"W ALONG SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 669.80 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF SAID LOT 3; THENCE N00°44'50"E FOR A DISTANCE OF 1861.85 FEET TO THE POINT OF BEGINNING

BEARINGS ARE BASED ON THE NORTH LINE OF SECTION 24 AS BEARING S89°37'13"E.

PARCEL CONTAINS 29.1 ACRES LESS THE NORTH 30 FEET FOR RIGHT-OF-WAY.

EXHIBIT " A "



3.05

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE
STANDARD GENERAL PERMIT NO. 36-04762-P
DATE ISSUED: December 4, 2003

Form #0941
08/95

PERMITTEE: VALERIE THIVIERGE
6451 STATE ROAD 80
ALVA, FL 33920

PROJECT DESCRIPTION: An Environmental Resource Permit to authorize Construction and Operation of a surface water management system serving 29.06 acres of residential development known as Serengeti Estates which discharges to the Caloosahatchee River via wetlands.

PROJECT LOCATION: LEE COUNTY, SEC 24 TWP 43S RGE 26E

PERMIT DURATION: See Special Condition No:1. See attached Rule 40E-4.321, Florida Administrative Code.

This is to notify you of the District's agency action concerning Notice of Intent for Permit Application No. 030610-15, dated June 10, 2003. This action is taken pursuant to Rule 40E-1.603 and Chapter 40E-40, Florida Administrative Code (F.A.C.).

Based on the information provided, District rules have been adhered to and an Environmental Resource General Permit is in effect for this project subject to:

1. Not receiving a filed request for a Chapter 120, Florida Statutes, administrative hearing.
2. the attached 19 General Conditions (See Pages : 2 - 4 of 7),
3. the attached 25 Special Conditions (See Pages : 5 - 7 of 7) and
4. the attached 12 Exhibit(s).

Should you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the "Notice of Rights," we will assume that you concur with the District's action.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a "Notice of Rights" has been mailed to the Permittee (and the persons listed in the attached distribution list) no later than 5:00 p.m. on this 4th day of December, 2003, in accordance with Section 120.60(3), Florida Statutes.

BY: Jacqueline Rippe
Jacqueline Rippe, P.E.
Director
Lower West Coast Service Center

Certified mail number 7002 0510 0002 3000 5546

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EXHIBIT "B"

NOTICE OF RIGHTS

Section 120.569(1), Fla. Stat. (1999), requires that "each notice shall inform the recipient of any administrative hearing or judicial review that is available under this section, s. 120.57, or s. 120.68; shall indicate the procedure which must be followed to obtain the hearing or judicial review, and shall state the time limits which apply." Please note that this Notice of Rights is not intended to provide legal advice. Not all the legal proceedings detailed below may be an applicable or appropriate remedy. You may wish to consult an attorney regarding your legal rights.

Petition for Administrative Proceedings

1. A person whose substantial interests are affected by the South Florida Water Management District's (SFWMD) action has the right to request an administrative hearing on that action. The affected person may request either a formal or an informal hearing, as set forth below. A point of entry into administrative proceedings is governed by Rules 28-106.111 and 40E-1.511, Fla. Admin. Code, (also published as an exception to the Uniform Rules of Procedure as Rule 40E-0.109), as set forth below. Petitions are deemed filed upon receipt of the original documents by the SFWMD Clerk.

a. Formal Administrative Hearing: If a genuine issue(s) of material fact is in dispute, the affected person seeking a formal hearing on a SFWMD decision which does or may determine their substantial interests shall file a petition for hearing pursuant to Sections 120.569 and 120.57(1), Fla. Stat. or for mediation pursuant to Section 120.573, Fla. Stat. within 21 days, except as provided in subsections c. and d. below, of either written notice through mail or posting or publication of notice that the SFWMD has or intends to take final agency action. Petitions must substantially comply with the requirements of Rule 28-106.201(2), Fla. Admin. Code, a copy of the which is attached to this Notice of Rights.

b. Informal Administrative Hearing: If there are no issues of material fact in dispute, the affected person seeking an informal hearing on a SFWMD decision which does or may determine their substantial interests shall file a petition for hearing pursuant to Sections 120.569 and 120.57(2), Fla. Stat. or for mediation pursuant to Section 120.573, Fla. Stat. within 21 days, except as provided in subsections c. and d. below, of either written notice through mail or posting or publication of notice that the SFWMD has or intends to take final agency action. Petitions must substantially comply with the requirements of Rule 28-106.301(2), Fla. Admin. Code, a copy of the which is attached to this Notice of Rights.

c. Administrative Complaint and Order: If a Respondent objects to a SFWMD Administrative Complaint and Order, pursuant to Section 373.119, Fla. Stat. (1997), the person named in the Administrative Complaint and Order may file a petition for a hearing no later than 14 days after the date such order is served. Petitions must substantially comply with the requirements of either subsection a. or b. above.

d. State Lands Environmental Resource Permit: Pursuant to Section 373.427, Fla. Stat., and Rule 40E-1.511(3), Fla. Admin. Code (also published as an exception to the Uniform Rules of Procedure as Rule 40E-0.109(2)(c)), a petition objecting to the SFWMD's agency action regarding consolidated applications for Environmental Resource Permits and Use of Sovereign Submerged Lands (SLERPs), must be filed within 14 days of the notice of consolidated intent to grant or deny the SLERP. Petitions must substantially comply with the requirements of either subsection a. or b. above.

e. Emergency Authorization and Order: A person whose substantial interests are affected by a SFWMD Emergency Authorization and Order, has a right to file a petition under Sections 120.569, 120.57(1), and 120.57(2), Fla. Stat., as provided in subsections a. and b. above. However, the person, or the agent of the person responsible for causing or contributing to the emergency conditions shall take whatever action necessary to cause immediate compliance with the terms of the Emergency Authorization and Order.

f. Order for Emergency Action: A person whose substantial interests are affected by a SFWMD Order for Emergency Action has a right to file a petition pursuant to Rules 28-107.005 and 40E-1.611, Fla. Admin. Code, copies of which are attached to this Notice of Rights, and Section 373.119(3), Fla. Stat., for a hearing on the Order. Any subsequent agency action or proposed agency action to initiate a formal revocation proceeding shall be separately noticed pursuant to section g. below.

g. Permit Suspension, Revocation, Annulment, and Withdrawal: If the SFWMD issues an administrative complaint to suspend, revoke, annul, or withdraw a permit, the permittee may request a hearing to be conducted in accordance with Sections 120.569 and 120.57, Fla. Stat., within 21 days of either written notice through mail or posting or publication of notice that the SFWMD has or intends to take final agency action. Petitions must substantially comply with the requirements of Rule 28-107.004(3), Fla. Admin. Code, a copy of the which is attached to this Notice of Rights.

2. Because the administrative hearing process is designed to formulate final agency action the filing of a petition means that the SFWMD's final action may be different from the position taken by it previously. Persons whose substantial interests may be affected by

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any such final decision of the SFWMD shall have, pursuant to Rule 40E-1.511(2), Fla. Admin. Code (also published as an exception to the Uniform Rules of Procedure as Rule 40E-0.109(2)(c)), an additional 21 days from the date of receipt of notice of said decision to request an administrative hearing. However, the scope of the administrative hearing shall be limited to the substantial deviation.

3. Pursuant to Rule 40E-1.511(4), Fla. Admin. Code, substantially affected persons entitled to a hearing pursuant to Section 120.57(1), Fla. Stat., may waive their right to such a hearing and request an informal hearing before the Governing Board pursuant to Section 120.57(2), Fla. Stat., which may be granted at the option of the Governing Board.

4. Pursuant to Rule 28-106.111(3), Fla. Admin. Code, persons may file with the SFWMD a request for extension of time for filing a petition. The SFWMD, for good cause shown, may grant the extension. The request for extension must contain a certificate that the petitioner has consulted with all other parties, if any, concerning the extension and that the SFWMD and all other parties agree to the extension.

CIRCUIT COURT

5. Pursuant to Section 373.617, Fla. Stat., any substantially affected person who claims that final agency action of the SFWMD relating to permit decisions constitutes an unconstitutional taking of property without just compensation may seek judicial review of the action in circuit court by filing a civil action in the circuit court in the judicial circuit in which the affected property is located within 90 days of the rendering of the SFWMD's final agency action.

6. Pursuant to Section 403.412, Fla. Stat., any citizen of Florida may bring an action for injunctive relief against the SFWMD to compel the SFWMD to enforce the laws of Chapter 373, Fla. Stat., and Title 40E, Fla. Admin. Code. The complaining party must file with the SFWMD Clerk a verified complaint setting forth the facts upon which the complaint is based and the manner in which the complaining party is affected. If the SFWMD does not take appropriate action on the complaint within 30 days of receipt, the complaining party may then file a civil suit for injunctive relief in the 15th Judicial Circuit in and for Palm Beach County or circuit court in the county where the cause of action allegedly occurred.

7. Pursuant to Section 373.433, Fla. Stat., a private citizen of Florida may file suit in circuit court to require the abatement of any stormwater management system, dam, impoundment, reservoir, appurtenant work or works that violate the provisions of Chapter 373, Fla. Stat.

DISTRICT COURT OF APPEAL

8. Pursuant to Section 120.68, Fla. Stat., a party who is adversely affected by final SFWMD action may seek judicial review of the SFWMD's final decision by filing a notice of appeal pursuant to Florida Rule of Appellate Procedure 9.110 in the Fourth District Court of Appeal or in the appellate district where a party resides and filing a second copy of the notice with the SFWMD Clerk within 30 days of rendering of the final SFWMD action.

LAND AND WATER ADJUDICATORY COMMISSION

9. A party to a "proceeding below" may seek review by the Land and Water Adjudicatory Commission (FLAWAC) of SFWMD's final agency action to determine if such action is consistent with the provisions and purposes of Chapter 373, Fla. Stat. Pursuant to Section 373.114, Fla. Stat., and Rules 42-2.013 and 42-2.0132, Fla. Admin. Code, a request for review of (a) an order or rule of the SFWMD must be filed with FLAWAC within 20 days after rendition of the order or adoption of the rule sought to be reviewed; (b) an order of the Department of Environmental Protection (DEP) requiring amendment or repeal of a SFWMD rule must be filed with FLAWAC within 30 days of rendition of the DEP's order, and (c) a SFWMD order entered pursuant to a formal administrative hearing under Section 120.57(1), Fla. Stat., must be filed no later than 20 days after rendition of the SFWMD's final order. Simultaneous with filing, a copy of the request for review must be served on the DEP Secretary, any person named in the SFWMD or DEP final order, and all parties to the proceeding below. A copy of Rule 42-2.013, Fla. Admin. Code is attached to this Notice of Rights.

PRIVATE PROPERTY RIGHTS PROTECTION ACT

10. A property owner who alleges a specific action of the SFWMD has inordinately burdened an existing use of the real property, or a vested right to a specific use of the real property, may file a claim in the circuit court where the real property is located within 1 year of the SFWMD action pursuant to the procedures set forth in Subsection 70.001(4)(a), Fla. Stat.

LAND USE AND ENVIRONMENTAL DISPUTE RESOLUTION

11. A property owner who alleges that a SFWMD development order (as that term is defined in Section 70.51(2)(a), Fla. Stat. to include permits) or SFWMD enforcement action is unreasonable, or unfairly burdens the use of the real property, may file a request for relief with the SFWMD within 30 days of receipt of the SFWMD's order or notice of agency action pursuant to the procedures set forth in Subsections 70.51(4) and (6), Fla. Stat.

MEDIATION

12. A person whose substantial interests are, or may be, affected by the SFWMD's action may choose mediation as an alternative remedy under Section 120.573, Fla. Stat. Pursuant to Rule 28-106.111(2), Fla. Admin. Code, the petition for mediation shall be filed within 21 days of either written notice through mail or posting or

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publication of notice that the SFWMD has or intends to take final agency action. Choosing mediation will not affect the right to an administrative hearing if mediation does not result in settlement.

Pursuant to Rule 28-106.402, Fla. Admin. Code, the contents of the petition for mediation shall contain the following information:

(1) the name, address, and telephone number of the person requesting mediation and that person's representative, if any;

(2) a statement of the preliminary agency action;

(3) an explanation of how the person's substantial interests will be affected by the agency determination; and

(4) a statement of relief sought.

As provided in Section 120.573, Fla. Stat. (1997), the timely agreement of all the parties to mediate will toll the time limitations imposed by Sections 120.569 and 120.57, Fla. Stat., for requesting and holding an administrative hearing. Unless otherwise agreed by the parties, the mediation must be concluded within 60 days of the execution of the agreement. If mediation results in settlement of the dispute, the SFWMD must enter a final order incorporating the agreement of the parties. Persons whose substantial interest will be affected by such a modified agency decision have a right to petition for hearing within 21 days of receipt of the final order in accordance with the requirements of Sections 120.569 and 120.57, Fla. Stat., and SFWMD Rule 28-106.201(2), Fla. Admin. Code. If mediation terminates without settlement of the dispute, the SFWMD shall notify all parties in writing that the administrative hearing process under Sections 120.569 and 120.57, Fla. Stat., remain available for disposition of the dispute, and the notice will specify the deadlines that then will apply for challenging the agency action.

VARIANCES AND WAIVERS

13. A person who is subject to regulation pursuant to a SFWMD rule and believes the application of that rule will create a substantial hardship or will violate principles of fairness (as those terms are defined in Subsection 120.542(2), Fla. Stat.) and can demonstrate that the purpose of the underlying statute will be or has been achieved by other means, may file a petition with the SFWMD Clerk requesting a variance from or waiver of the SFWMD rule. Applying for a variance or waiver does not substitute or extend the time for filing a petition for an administrative hearing or exercising any other right that a person may have concerning the SFWMD's action. Pursuant to Rule 28-104.002(2), Fla. Admin. Code, the petition must include the following information:

(a) the caption shall read:

Petition for (Variance from) or (Waiver of) Rule (Citation)

(b) The name, address, telephone number and any facsimile number of the petitioner;

(c) The name, address telephone number and any facsimile number of the attorney or qualified representative of the petitioner, (if any);

(d) the applicable rule or portion of the rule;

(e) the citation to the statute the rule is implementing;

(f) the type of action requested;

(g) the specific facts that demonstrate a substantial hardship or violation of principles of fairness that would justify a waiver or variance for the petitioner;

(h) the reason why the variance or the waiver requested would serve the purposes of the underlying statute; and

(i) a statement of whether the variance or waiver is permanent or temporary. If the variance or waiver is temporary, the petition shall include the dates indicating the duration of the requested variance or waiver.

A person requesting an emergency variance from or waiver of a SFWMD rule must clearly so state in the caption of the petition. In addition to the requirements of Section 120.542(5), Fla. Stat. pursuant to Rule 28-104.004(2), Fla. Admin. Code, the petition must also include:

a) the specific facts that make the situation an emergency; and

b) the specific facts to show that the petitioner will suffer immediate adverse effect unless the variance or waiver is issued by the SFWMD more expeditiously than the applicable timeframes set forth in Section 120.542, Fla. Stat.

WAIVER OF RIGHTS

14. Failure to observe the relevant time frames prescribed above will constitute a waiver of such right.

28-106.201

INITIATION OF PROCEEDINGS

(INVOLVING DISPUTED ISSUES OF MATERIAL FACT)

(2) All petitions filed under these rules shall contain:

(a) The name and address of each agency affected and each agency's file or identification number, if known;

(b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding, and an explanation of how the petitioner's substantial interests will be affected by the agency determination;

(c) A statement of when and how the petitioner received notice of the agency decision;

(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;

(e) A concise statement of the ultimate facts alleged, as well as the rules and statutes which entitle the petitioner to relief; and

(f) A demand for relief.

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28-106.301 INITIATION OF PROCEEDINGS
(NOT INVOLVING DISPUTED ISSUES OF MATERIAL FACT)

- (2) All petitions filed under these rules shall contain:
- (a) The name and address of each agency affected and each agency's file or identification number, if known;
 - (b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding, and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
 - (c) A statement of when and how the petitioner received notice of the agency decision;
 - (d) A concise statement of the ultimate facts alleged, as well as the rules and statutes which entitle the petitioner to relief; and
 - (e) A demand for relief.

28-107.004 SUSPENSION, REVOCATION, ANNULMENT, OR WITHDRAWAL

- (3) Requests for hearing filed in accordance with this rule shall include:
- (a) The name and address of the party making the request, for purposes of service;
 - (b) A statement that the party is requesting a hearing involving disputed issues of material fact, or a hearing not involving disputed issues of material fact; and
 - (c) A reference to the notice, order to show cause, administrative complaint, or other communication that the party has received from the agency.

42-2.013 REQUEST FOR REVIEW PURSUANT TO SECTION 373.114 OR 373.217

(1) In any proceeding arising under Chapter 373, F.S., review by the Florida Land and Water Adjudicatory Commission may be initiated by the Department or a party by filing a request for such review with the Secretary of the Commission and serving a copy on any person named in the rule or order, and on all parties to the proceeding which resulted in the order sought to be reviewed. A certificate of service showing completion of service as required by this subsection shall be a requirement for a determination of sufficiency under Rule 42-2.0132. Failure to file the request with the Commission within the time period provided in Rule 42-2.0132 shall result in dismissal of the request for review.

(2) The request for review shall identify the rule or order requested to be reviewed, the proceeding in which the rule or order was entered and the nature of the rule or order. A copy of the rule or order sought to be reviewed shall be attached. The request for review shall state with particularity:

- (a) How the order or rule conflicts with the requirements, provisions and purposes of Chapter 373, F.S., or rules duly adopted thereunder;

(b) How the rule or order sought to be reviewed affects the interests of the party seeking review;

(c) The oral or written statement, sworn or unsworn, which was submitted to the agency concerning the matter to be reviewed and the date and location of the statement, if the individual or entity requesting the review has not participated in a proceeding previously instituted pursuant to Chapter 120, F.S., on the order for which review is sought;

(d) If review of an order is being sought, whether and how the activity authorized by the order would substantially affect natural resources of statewide or regional significance, or whether the order raises issues of policy, statutory interpretation, or rule interpretation that have regional or statewide significance from a standpoint of agency precedent, and all the factual bases in the record which the petitioner claims support such determination(s); and

(e) The action requested to be taken by the Commission as a result of the review, whether to rescind or modify the order, or remand the proceeding to the water management district for further action, or to require the water management district to initiate rulemaking to adopt, amend or repeal a rule.

28-107.005 EMERGENCY ACTION

(1) If the agency finds that immediate serious danger to the public health, safety, or welfare requires emergency action, the agency shall summarily suspend, limit, or restrict a license.

(2) the 14-day notice requirement of Section 120.569(2)(b), F. S., does not apply and shall not be construed to prevent a hearing at the earliest time practicable upon request of an aggrieved party.

(3) Unless otherwise provided by law, within 20 days after emergency action taken pursuant to paragraph (1) of this rule, the agency shall initiate a formal suspension or revocation proceeding in compliance with Sections 120.569, 120.57, and 120.60, F.S.

40E-1.611 EMERGENCY ACTION

(1) An emergency exists when immediate action is necessary to protect public health, safety or welfare; the health of animals, fish or aquatic life; the works of the District; a public water supply, or recreational, commercial, industrial, agricultural or other reasonable uses of land and water resources.

(2) The Executive Director may employ the resources of the District to take whatever remedial action necessary to alleviate the emergency condition without the issuance of an emergency order, or in the event an emergency order has been issued, after the expiration of the requisite time for compliance with that order.

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GENERAL CONDITIONS

1. All activities authorized by this permit shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit and Part IV, Chapter 373, F.S.
2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
3. Activities approved by this permit shall be conducted in a manner which does not cause violations of State water quality standards. The permittee shall implement best management practices for erosion and pollution control to prevent violation of State water quality standards. Temporary erosion control shall be implemented prior to and during construction, and permanent control measures shall be completed within 7 days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into the receiving waterbody exists due to the permitted work. Turbidity barriers shall remain in place at all locations until construction is completed and soils are stabilized and vegetation has been established. All practices shall be in accordance with the guidelines and specifications described in Chapter 6 of the Florida Land Development Manual; A Guide to Sound Land and Water Management (Department of Environmental Regulation, 1988), incorporated by reference in Rule 40E-4.091, F.A.C. unless a project-specific erosion and sediment control plan is approved as part of the permit. Thereafter the permittee shall be responsible for the removal of the barriers. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
4. The permittee shall notify the District of the anticipated construction start date within 30 days of the date that this permit is issued. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District an Environmental Resource Permit Construction Commencement Notice Form Number 0960 indicating the actual start date and the expected construction completion date.
5. When the duration of construction will exceed one year, the permittee shall submit construction status reports to the District on an annual basis utilizing an annual status report form. Status report forms shall be submitted the following June of each year.
6. Within 30 days after completion of construction of the permitted activity, the permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing the supplied Environmental Resource Permit Construction Completion/Certification Form Number 0881. The statement of completion and certification shall be based on onsite observation of construction or review of as-built drawings for the purpose of determining if the work was completed in compliance with permitted plans and specifications. This submittal shall serve to notify the District that the system is ready for inspection. Additionally, if deviation from the approved drawings is discovered during the certification process, the certification must be accompanied by a copy of the approved permit drawings with deviations noted. Both the original and revised specifications must be clearly shown. The plans must be clearly labeled as "As-built" or "Record" drawing. All surveyed dimensions and elevations shall be certified by a registered surveyor.
7. The operation phase of this permit shall not become effective: until the permittee has complied with the requirements of condition (6) above, and submitted a request for conversion of Environmental Resource Permit from Construction Phase to Operation Phase, Form No. 0920; the District determines the system to be in compliance with the permitted plans and specifications; and the entity approved by the District in accordance with Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit Applications within the South Florida Water Management District, accepts responsibility for operation and maintenance of the system. The permit shall not be transferred to such approved operation and maintenance entity until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall initiate transfer of the permit to the

GENERAL CONDITIONS

approved responsible operating entity if different from the permittee. Until the permit is transferred pursuant to Section 40E-1.6107, F.A.C., the permittee shall be liable for compliance with the terms of the permit.

8. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the initiation of the permitted use of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of the phase or portion of the system to a local government or other responsible entity.
9. For those systems that will be operated or maintained by an entity that will require an easement or deed restriction in order to enable that entity to operate or maintain the system in conformance with this permit, such easement or deed restriction must be recorded in the public records and submitted to the District along with any other final operation and maintenance documents required by Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit applications within the South Florida Water Management District, prior to lot or units sales or prior to the completion of the system, whichever comes first. Other documents concerning the establishment and authority of the operating entity must be filed with the Secretary of State, county or municipal entities. Final operation and maintenance documents must be received by the District when maintenance and operation of the system is accepted by the local government entity. Failure to submit the appropriate final documents will result in the permittee remaining liable for carrying out maintenance and operation of the permitted system and any other permit conditions.
10. Should any other regulatory agency require changes to the permitted system, the permittee shall notify the District in writing of the changes prior to implementation so that a determination can be made whether a permit modification is required.
11. This permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 40E-4 or Chapter 40E-40, F.A.C..
12. The permittee is hereby advised that Section 253.77, F.S. states that a person may not commence any excavation, construction, or other activity involving the use of sovereign or other lands of the State, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required lease, license, easement, or other form of consent authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on sovereignty lands or other state-owned lands.
13. The permittee must obtain a Water Use permit prior to construction dewatering, unless the work qualifies for a general permit pursuant to Subsection 40E-20.302(3), F.A.C., also known as the "No Notice" Rule.
14. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any system authorized by the permit.
15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding, unless a specific condition of this permit or a formal determination under Section 373.421(2), F.S., provides otherwise.
16. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of a permitted system or the real property on which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of Rules 40E-1.6105 and

GENERAL CONDITIONS

- 40E-1.6107, F.A.C.. The permittee transferring the permit shall remain liable for corrective actions that may be required as a result of any violations prior to the sale, conveyance or other transfer of the system.
17. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with the plans and specifications approved by the permit.
 18. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the appropriate District service center.
 19. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.

SPECIAL CONDITIONS

1. The construction phase of this permit shall expire on December 4, 2008.
2. Operation of the surface water management system shall be the responsibility of SERENGETI COMMUNITY ASSOCIATION, INC. Within one year of permit issuance or concurrent with the engineering certification of construction completion, whichever comes first, the permittee shall submit a copy of the recorded deed restrictions (or declaration of condominium, if applicable), a copy of the filed articles of incorporation, and a copy of the certificate of incorporation for the association.
3. The permittee shall be responsible for the correction of any erosion, shoaling or water quality problems that result from the construction or operation of the surface water management system.
4. Measures shall be taken during construction to insure that sedimentation and/or turbidity violations do not occur in the receiving water.
5. Discharge Facilities:

Basin 1
 1-.26' dia. CIRCULAR ORIFICE with invert at elev. 7.5' NGVD.
 244 LF of 15" dia. REINFORCED CONCRETE PIPE culvert.

Receiving body : Caloosahatchee River

Control elev : 7.5 feet NGVD. /7.5 feet NGVD dry season.

Basin 2
 1-.27' dia. CIRCULAR ORIFICE with invert at elev. 6.0' NGVD.
 269 LF of 15" dia. REINFORCED CONCRETE PIPE culvert.

Receiving body : Caloosahatchee River

Control elev : 6.0 feet NGVD. /6.0 feet NGVD dry season.

Basin 3
 1-.25' dia. CIRCULAR ORIFICE with invert at elev. 4.0' NGVD.
 10 LF of 15" dia. REINFORCED CONCRETE PIPE culvert.

Receiving body : Caloosahatchee River

Control elev : 4.0 feet NGVD. /4.0 feet NGVD dry season.
6. The District reserves the right to require that additional water quality treatment methods be incorporated into the drainage system if such measures are shown to be necessary.
7. Lake side slopes shall be no steeper than 4:1 (horizontal:vertical) to a depth of two feet below the control elevation. Side slopes shall be nurtured or planted from 2 feet below to 1 foot above control elevation to insure vegetative growth, unless shown on the plans.
8. Facilities other than those stated herein shall not be constructed without an approved modification of this permit.
9. A stable, permanent and accessible elevation reference shall be established on or within one hundred (100) feet of all permitted discharge structures no later than the submission of the certification report. The location of the elevation reference must be noted on or with the certification report.
10. The permittee shall provide routine maintenance of all of the components of the surface water

SPECIAL CONDITIONS

management system in order to remove all trapped sediments/debris. All materials shall be properly disposed of as required by law. Failure to properly maintain the system may result in adverse flooding conditions.

11. This permit is issued based on the applicant's submitted information which reasonably demonstrates that adverse water resource related impacts will not be caused by the completed permit activity. Should any adverse impacts caused by the completed surface water management system occur, the District will require the permittee to provide appropriate mitigation to the District or other impacted party. The District will require the permittee to modify the surface water management system, if necessary, to eliminate the cause of the adverse impacts.
12. Minimum building floor elevation:

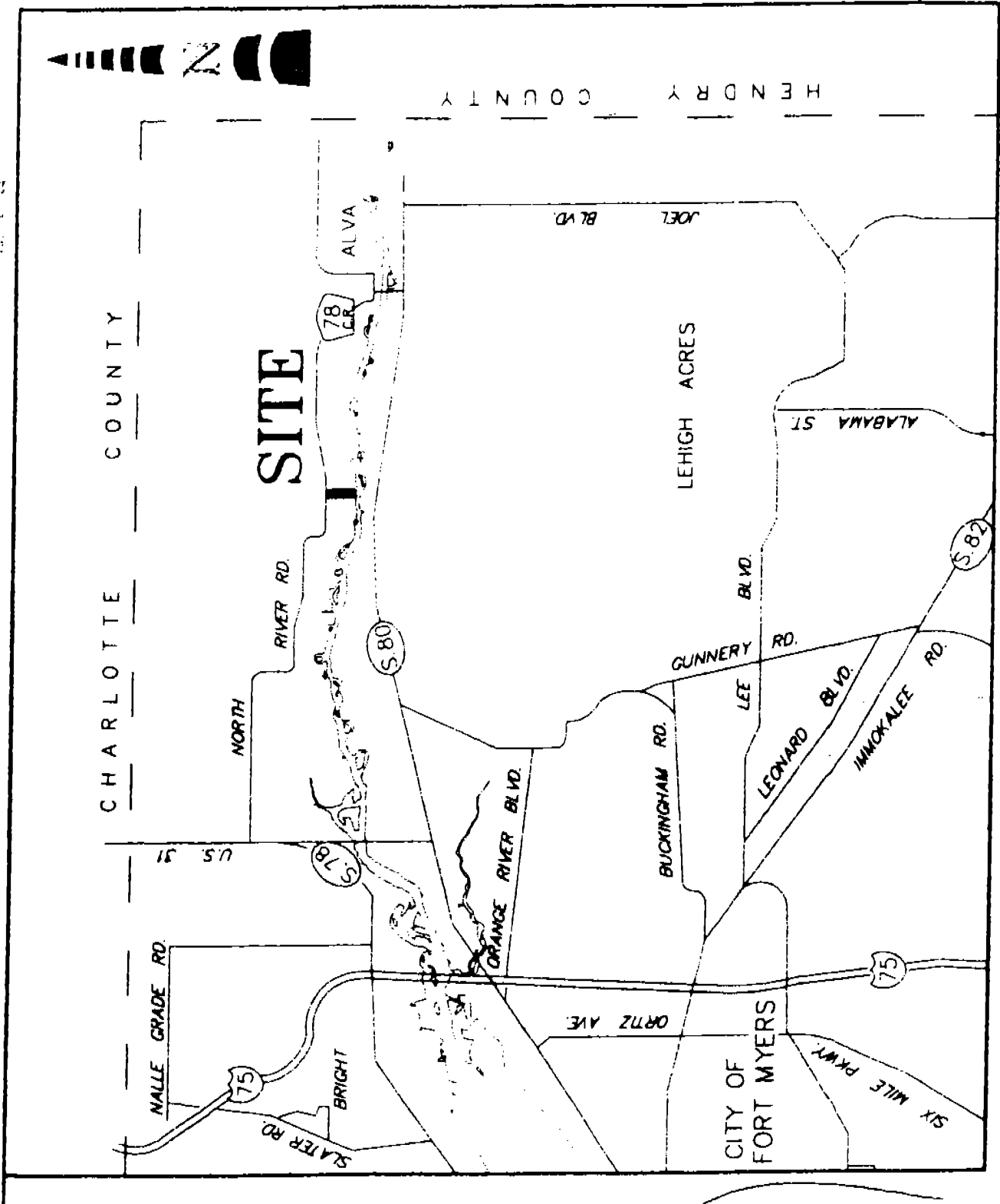
 Basin 1 - 11.1 ft. NGVD.
 Basin 2 - 9.6 ft. NGVD.
 Basin 3 - 8.9 ft. NGVD.
13. Minimum road crown and parking elevation:

 Basin 1 - 9.4 ft. NGVD.
 Basin 2 - 7.8 ft. NGVD.
 Basin 3 - 7.1 ft. NGVD.
14. The backbone water management system including the wet detention lakes and rear yard dry detention swales shall be constructed with the initial subdivision improvements.
15. Prior to the commencement of construction, the perimeter of protected wetland/buffer/upland preservation areas shall be fenced to prevent encroachment into the protected areas. The permittee shall notify the District's Environmental Resource Compliance staff in writing upon completion of fencing and schedule an inspection of this work. The fencing shall be subject to District staff approval. The permittee shall modify the fencing if District staff determines that it is insufficient or is not in conformance with the intent of this permit. Fencing shall remain in place until all adjacent construction activities are complete.
16. Endangered species, threatened species and/or species of special concern have been observed onsite and/or the project contains suitable habitat for these species. It shall be the permittee's responsibility to coordinate with the Florida Fish and Wildlife Conservation Commission and/or the U.S. Fish and Wildlife Service for appropriate guidance, recommendations and/or necessary permits to avoid impacts to listed species.
17. The wetland conservation areas and upland buffer zones and/or upland preservation areas shown on Exhibits 8 & 10G 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 vegetation removal; excavation, dredging, or removal of soil materials; diking or fencing; and any other activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat conservation or preservation.
18. Prior to the commencement of construction resulting in wetland impacts and in accordance with the work schedule in Exhibit No. 12, the permittee shall submit two certified copies of the recorded conservation easement for the mitigation area and associated buffers. The data should also be supplied in a digital CAD (.dxf) or GIS (ESRI Coverage) format. The files should be in the Florida State Plane coordinate system, East Zone (3601) with a data datum of NAD83, HARN with the map units in feet. This data should reside on a CD or floppy disk and be submitted to the District's Environmental Resource Compliance Division in the service area office where the application was submitted.

SPECIAL CONDITIONS

The recorded easement shall be in substantial conformance with Exhibits 10A-10G. Any proposed modifications to the approved form must receive prior written consent from the District. The easement must be free of encumbrances or interests in the easement which the District determines are contrary to the intent of the easement. In the event it is later determined that there are encumbrances or interests in the easement which the District determines are contrary to the intent of the easement, the permittee shall be required to provide release or subordination of such encumbrances or interests.

19. A mitigation program for Serengeti Subdivision shall be implemented in accordance with Exhibit Nos. 8, 9A-9D, 10A-10G & 12. The permittee shall enhance and preserve 0.84 acres of wetlands/ upland compensation areas.
20. A monitoring program shall be implemented in accordance with Exhibit Nos. 8, 9A-9D, and 12. The monitoring program shall extend for a period of 5 years with annual reports submitted to District staff. At the end of the first monitoring period the mitigation area shall contain an 80% survival of planted vegetation. The 80% survival rate shall be maintained throughout the remainder of the monitoring program, with replanting as necessary. If native wetland, transitional, and upland species do not achieve an 80% coverage within the initial two years of the monitoring program, native species shall be planted in accordance with the maintenance program. At the end of the 5 year monitoring program the entire mitigation area shall contain an 80% survival of planted vegetation and an 80% coverage of desirable obligate and facultative wetland species.
21. A maintenance program shall be implemented in accordance with Exhibit Nos. 9A-9D & 12 for the preserved/enhanced wetland/upland areas on a regular basis to ensure the integrity and viability of those areas as permitted. Maintenance shall be conducted in perpetuity to ensure that the conservation area is maintained free from Category 1 exotic vegetation (as defined by the Florida Exotic Pest Plant Council at the time of permit issuance) immediately following a maintenance activity. Coverage of exotic and nuisance plant species shall not exceed [5%][10%] of total cover between maintenance activities. In addition, the permittee shall manage the conservation areas such that exotic/nuisance plant species do not dominate any one section of those areas.
22. The District reserves the right to require remedial measures to be taken by the permittee if monitoring or other information demonstrates that adverse impacts to onsite or offsite wetlands, upland conservation areas or buffers, or other surface waters have occurred due to project related activities.
23. Activities associated with the implementation of the mitigation, monitoring and maintenance plan(s) shall be completed in accordance with the work schedule attached as Exhibit No. 12. Any deviation from these time frames will require prior approval from the District's Environmental Resource Compliance staff. Such requests must be made in writing and shall include (1) reason for the change, (2) proposed start/finish and/or completion dates; and (3) progress report on the status of the project development or mitigation effort.
24. The excavation of the lake shall occur without dewatering. If dewatering is proposed, an ERP General or Individual permit modification shall be obtained.
25. Plan sheet 1-5 signed, sealed and dated by Al Quattrone, P.E., on November 6, 2003 are incorporated by reference into this permit and will be retained in the permit file.



VICINITY SKETCH
(NOT TO SCALE)

EXHIBIT 1

Last Date For Agency Action: 06-JAN-2004

GENERAL ENVIRONMENTAL RESOURCE PERMIT STAFF REPORT

Project Name: Serengeti Subdivision
Permit No.: 36-04762-P
Application No.: 030610-15 **Associated File:** 031017-2 WU
Application Type: Environmental Resource (New General Permit)
Location: Lee County, S24/T43S/R26E
Permittee : Valerie Thivierge
Operating Entity : Serengeti Community Association, Inc.
Project Area: 29.06 acres
Project Land Use: Residential
Drainage Basin: WEST CALOOSAHATCHEE
Receiving Body: Caloosahatchee River
Special Drainage District: NA
Total Acres Wetland Onsite: 1.28
Total Acres Wetland Preserved Onsite: .63
Total Acres Impacted Onsite : .65
Total Acres Presv/Mit Compensation Onsite: .71
Conservation Easement To District : Yes
Sovereign Submerged Lands: No

PROJECT PURPOSE: This application requests an Environmental Resource Permit to authorize Construction and Operation of a surface water management system which serves a 29.06 acre residential site known as Serengeti Subdivision. The system discharges to the Caloosahatchee River via wetlands.

PROJECT EVALUATION:

PROJECT SITE DESCRIPTION:

The site is located between North River Road (CR 78) and the Caloosahatchee River, approximately 0.6 mile west of Lyndhurst Lane. The site consists of improved pasture, horse stables, a residential unit, and a 1.28 acre freshwater marsh of which a portion is being used as a cattle watering pond. The marsh wetland is located near the northwest corner of the site and extends offsite to the west where it connects with an existing cypress head. The wetland vegetation consists of one live oak, *Dichromena* spp., and other herbaceous wetland species.

Run-off from the site flows to the south into the Caloosahatchee River although a portion of the northern half flows into the wetland/pond. A ditch along the western property line provides an outfall for this wetland.

PROPOSED PROJECT:

The project consists of 26 residential lots, internal roadway, recreational tract with a building, tennis courts and parking, another recreational tract with a gazebo and parking, and a surface water management system. The design of the system divides the site into three independent drainage basins with two basins each containing a wet detention lake and the one basin with a dry detention swale. The detention lakes and swale provide the required water quality and attenuation of the 25 yr. 3 day storm event and discharge through control structures into the Caloosahatchee River at the allowable rate of 37 CSM or a total of 1.3 cfs for the site.

LAND USE:

Construction:

Project:

	This Phase	Total Project	
Building Coverage	3.11	3.11	acres
Pavement	5.52	5.52	acres
Pervious	15.26	15.26	acres
Preserved	.70	.70	acres
Water Mgmt Acreage	4.47	4.47	acres
Total:	29.06	29.06	

WATER QUANTITY :

Discharge Rate :

The proposed project is consistent with the land use and site grading assumptions from the design of the surface water management system. The surface water management system for this project limits the discharge to 37 CSM for the Caloosahatchee River basin.

WATER QUALITY :

The two wet detention lakes and the dry detention swale provide the required water quality for the proposed improvements.

WETLANDS:

Wetland Impacts:

A total of 0.65 acre of direct wetland impacts are proposed to the eastern portion of the freshwater wetland. A wetland impact map is attached as Exhibit 7. The wetland functions have been diminished due to dredging activities associated with agricultural activities.

Mitigation Proposal:

To offset the impacts onsite mitigation is proposed. The onsite mitigation proposes to enhance the remaining western portion of the wetland in order to maintain and establish the connection with the cypress head to the west. The mitigation activities involve the enhancement and preservation of 0.63 acres of wetland and .08 acres of uplands adjacent to the wetland. A mitigation and monitoring map is attached as Exhibit. The enhancement activities involve backfilling the cattle pond with wetland topsoil and replanting. Secondary impacts have been addressed and a 0.13 structural buffer (retaining wall) with plantings is proposed. A detailed mitigation and monitoring plan that outlines planting schemes and monitoring activities is attached as Exhibit 9A-9D.

The enhanced areas along with the buffer, totaling 0.84 acres, will be placed under a conservation easement dedicated to the District as depicted in Exhibit 10A-10G. A portion of the conservation easement, the plantings along the structural buffer wall overlaps with a roadway easement. Any road maintenance work done in the area where the easements overlap shall be restored to the permitted condition upon completion of the activity. In addition, the control elevation was based upon biological indicators of the onsite freshwater marsh. The difference in the control elevations for the project are due to topographic variations of the site. The control elevations were evaluated pursuant to Section 6.12 and will not cause adverse impacts to the hydroperiod of the onsite wetland.

The proposed activities have been evaluated for potential secondary and cumulative impacts and to determine if the project is contrary to the public interest. The proposed mitigation is onsite, within the same drainage basin, and offsets the projects impacts. Based upon the proposed project design, the District has determined that the project will not cause adverse secondary or cumulative impacts the water resources and is not contrary to the public interest.

Wetland Inventory :

CONSTRUCTION NEW -SERENGETI SUBDIVISION		ONSITE				
Pre-Development		Post-Development				
	Total Existing	Impacted	Undisturbed	Enhanced	Preserved	Restored/ Created
Fresh Water Herbaceous	1.28	.65	.00	.63	.63	
Upland	27.78	.00	.00	.08	.08	.00
Total:	29.06	.65	.00	.71	.71	.00

Endangered Species:

The project site does not contain preferred habitat for wetland-dependent endangered or threatened wildlife species or species of special concern. No wetland-dependent endangered/threatened species or species of special concern were observed onsite, and submitted information indicates that potential use of

the site by such species is minimal. This permit does not relieve the applicant from complying with all applicable rules and any other agencies' requirements if, in the future, endangered/threatened species or species of special concern are discovered on the site.

CERTIFICATION AND MAINTENANCE OF THE WATER MANAGEMENT SYSTEM:

It is suggested that the permittee retain the services of a Professional Engineer registered in the State of Florida for periodic observation of construction of the surface water management (SWM) system. This will facilitate the completion of construction completion certification Form #0881 which is required pursuant to Section 10 of the Basis of Review for Environmental Resource Permit Applications within the South Florida Water Management District, and Rule 40E-4361(2), Florida Administrative Code (F.A.C.).

Pursuant to Chapter 40E-4 F.A.C., this permit may not be converted from the construction phase to the operation phase until certification of the SWM system is submitted to and accepted by this District. Rule 40E-4.321(7) F.A.C. states that failure to complete construction of the SWM system and obtain operation phase approval from the District within the permit duration shall require a new permit authorization unless a permit extension is granted.

For SWM systems permitted with an operating entity who is different from the permittee, it should be noted that until the permit is transferred to the operating entity pursuant to Rule 40E-1.6107, F.A.C., the permittee is liable for compliance with the terms of this permit.

The permittee is advised that the efficiency of a SWM system will normally decrease over time unless the system is periodically maintained. A significant reduction in flow capacity can usually be attributed to partial blockages of the conveyance system. Once flow capacity is compromised, flooding of the project may result. Maintenance of the SWM system is required to protect the public health, safety and the natural resources of the state. Therefore, the permittee must have periodic inspections of the SWM system performed to ensure performance for flood protection and water quality purposes. If deficiencies are found, it is the responsibility of the permittee to correct these deficiencies in a timely manner.

RELATED CONCERNS:

Water Use Permit Status:

Water Use application No. 031017-2 for landscape irrigation is complete and issued by staff. The applicant indicated that the lakes will be excavated wet and therefore a dewatering permit will not be required.

This permit does not release the permittee from obtaining all necessary Water Use authorization(s) prior to the commencement of activities which will require such authorization, including construction dewatering and irrigation, unless the work qualifies for a general permit issued pursuant to Section 40E-20 FAC.

Historical/Archeological Resources:

The District received correspondence from the Florida Department of State, Division of Historical Resources indicating that the agency has no objections to the issuance of this permit.

DCA/CZM Consistency Review:

The District has not received a finding of inconsistency from the Florida Department of Community Affairs or other commenting agencies regarding the provisions of the federal Coastal Zone Management Plan.

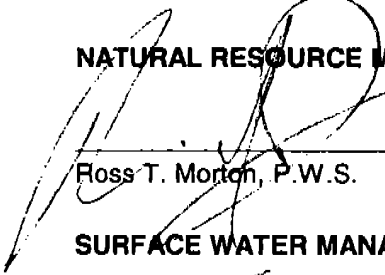
Enforcement:

There has been no enforcement activity associated with this application.

STAFF REVIEW:

DIVISION APPROVAL:

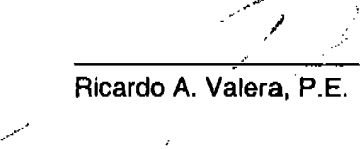
NATURAL RESOURCE MANAGEMENT:



Ross T. Morton, P.W.S.

DATE: 12/01/03

SURFACE WATER MANAGEMENT:



Ricardo A. Valera, P.E.

DATE: 12/01/03

FLUCCS LEGEND

FLUCCS

25156J

FLUCCS CODE 211	IMPROVED PASTURE	26 52 AC
FLUCCS CODE 111	RESIDENTIAL	1 26 AC (54,997 SF)
FLUCCS CODE 641C	HERBACEOUS WETLAND	1 28 AC (55,547 SF)



WETLAND IMPACT AREA = 28,507 SF (0.65 AC)



WETLAND / UPLAND PRESERVE = 31,655 SF (0.71 AC)



UPLAND PRESERVE = 3,615 SF 10.08 ACI
WETLAND PRESERVE = 27,440 SF 10.63 ACI



WETLAND BUFFER = 5,591 SF 10.13 ACI

Note: Conservation Easement includes both the Wetland Buffer and the Wetland / Upland Preserve - 36,646 S.F. (0.84 Ac)

INDEX

11/5/2003 8:10:00

ADDL/REVISED SUBMITTAL

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FORT MYERS SERVICE CENTER

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EXHIBIT 7

FLUCCS
CODE 211

FLUCCS
CODE 111

FLUCCS
CODE 641C

FLUCCS
CODE 211

THE UNIVERSITY OF CHICAGO

TRACT F
WATER
1.501 SF

TRACT E
PREDOMINATE
11,001 SF

TRACT D
PREDOMINATE
413 SF

5143
5144

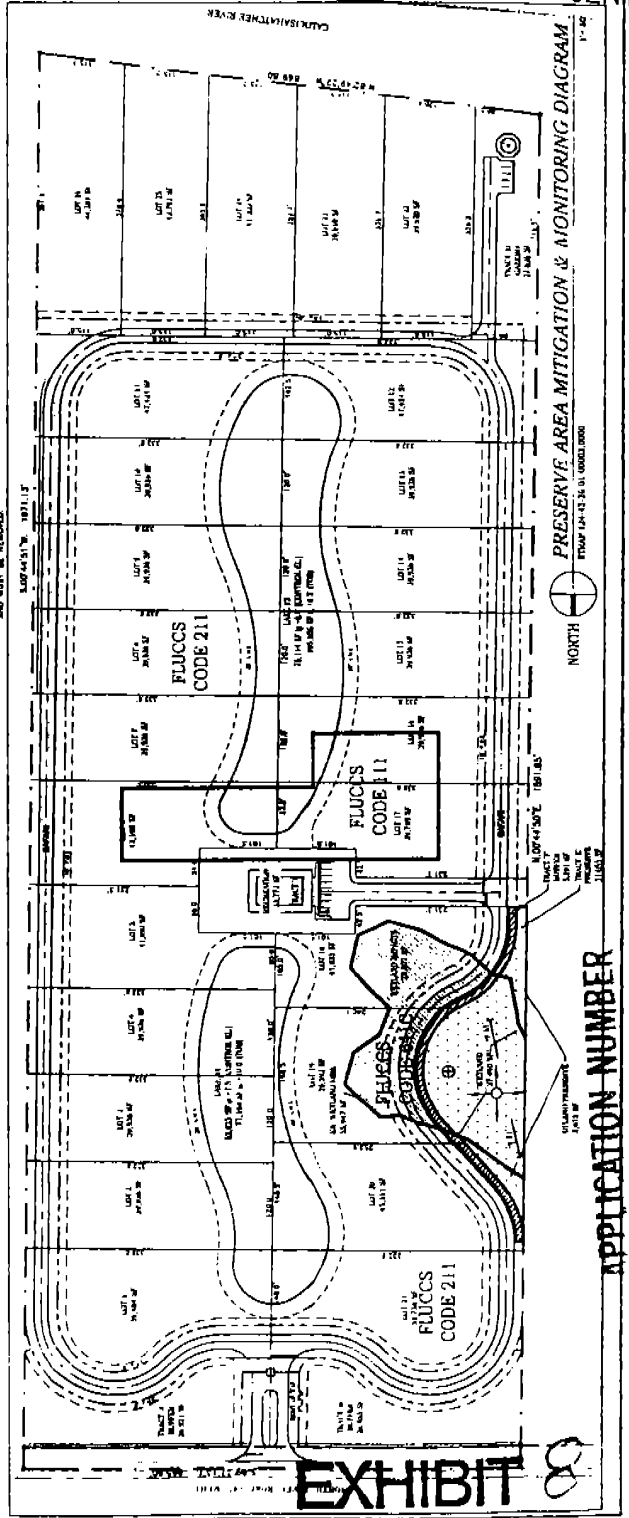


EXHIBIT 8

Project / Mitigation Description

August 11, 2003, Final revision date October 18, 2003
per SFWMD Staff Recommendation

Mitigation

The proposed direct wetland fill impact is limited to 28507 sq.ft. of the most transitional reaches of the drained depressional wetland on the project site. As mitigation we will reduce (minimizes) impact to the overall onsite and offsite wetland through the backfilling of a 5300 sq.ft. cattle watering pond, which has been dug informally by the applicant within the last 4 years and through an intensive wetland planting plan over the entire onsite preserve. The fill material for the pond will be topsoil graded from surrounding disturbed wetland, which is designated for direct development impact. After filling of the pond to just below natural grade of the preserve area, the pond area and the rest of the preserved wetland will be planted to reestablish a cypress head condition over $\frac{3}{4}$ of the preserve while leaving $\frac{1}{4}$ of the preserve surface area open (without trees) to recruit naturally. Herbaceous species presently found in sparse concentration in the proposed preserve area will be enhanced through filling the pond, which should stabilize the wetland hydrology of the preserve and through planting of the same species currently present ie: swamp lily, golden canna, water hyssops, pickerelweed, blue flag iris, cordgrass, gatorflag and duck potato.

Mitigation Preserve Area Planting Plan

The preserve area will be planted in the following species and in the following number:

Trees

- 50 - 2" diameter 10' ht minimum cypress trees
- 15 - 3 gallon minimum laurel oak, water oak or water hickory
- 15 - 3 gallon red maple
- 15 - 3 gallon dahoon holly

Shrubs

- 50 - 1 gallon 18" ht minimum leatherfern
- 30 - 1 gallon 18" ht minimum carolina willow
- 30 - 1 gallon 18" ht minimum buttonbush
- 20 - 1 gallon 18" ht minimum wax myrtle

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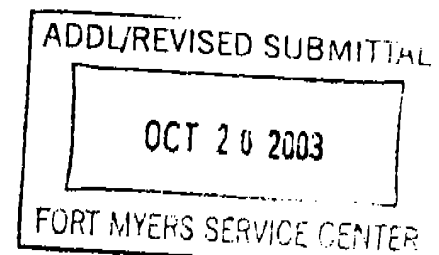
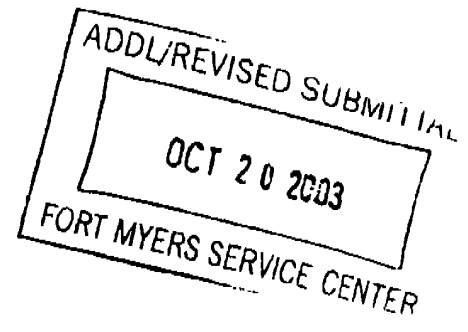


EXHIBIT 9.11

Herbs

500 - liner/ bare-root equivalent pickerelweed
500 - liner/ bare-root equivalent gatorflag
500 - liner/ bare-root equivalent golden canna
500 - liner/ bare-root equivalent duckpotato
500 - liner/ bare-root equivalent blueflag iris
500 - liner/ bare-root equivalent water hyssops
120 - liner/ bare-root equivalent spartina



Hydrology

Hydrology will also be enhanced through engineering a retention system, which will supply water to the wetland directly after stage overflow from the project retention pond system. No direct project site runoff will enter the preserve until routed through the stormwater retention system allowing a period of treatment through typical retention pond settlement action.

Exotic Vegetation Management

Within the onsite 31055sq.ft wetland / upland preserve enhancement will be achieved through the hand removal and selective treatment (maintenance) of exotic / nuisance vegetation. (It is understood enhancement within the buffer does not count toward mitigation)

The wetland contains some Brazilian pepper primarily along the property edges which will be hand cleared and chemically treated at the stump.

The preserve area will be maintained in perpetuity for control of exotic / nuisance vegetation and will be the direct responsibility of first the owner / developer, than the subsequent Home Owners Association.

Mitigation Monitoring

The mitigation preserve will be maintained through hand removal and herbicide maintenance events upon exotic / nuisance vegetation as shown on the "Serengetti Monitoring Schedule" through the remainder of the five-year monitoring period. Maintenance will be conducted in perpetuity as needed to prevent the reestablishment of exotics after the five-year monitoring period is completed. Mitigation success will be monitored through annual reporting of the preserve area as shown on the Preserve Area Mitigation Monitoring Diagram according to the "Serengetti Monitoring Schedule" as submitted for your review with this write up by Bagley Environmental.

Monitoring reports will be developed and submitted according to the "Environmental Monitoring Report Guidelines" document previously provided by the South Florida Water Management District.

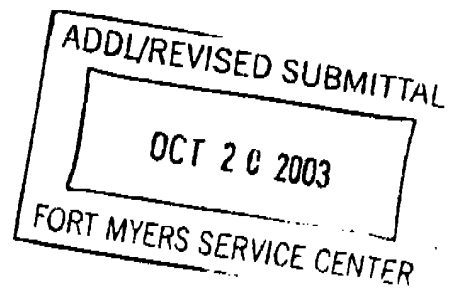
EXHIBIT 9B

APPLICATION NUMBER
03 04 11

Monitoring will be accomplished in the field through visual assessment of one monitoring transect (preserve boundary to preserve boundary), which will run north-south as shown on the monitoring diagram. The transect will be marked at beginning and end with PVC stakes for repeatability and will be visually estimated for vegetative species, species density and aerial coverage over a width of 10 feet from beginning to end. No quadrates will be proposed as the preserve can be efficiently and effectively monitored through the estimated percent of herbaceous vegetation coverage by species along the belt transect in combination with a tree count of the entire preserve. Visual estimation will be verified through a panoramic photostation of the preserve. A staff gauge, which will be recorded monthly from June – October will be set approximately as shown on the Mitigation Monitoring Plan Graphic and surveyed (referenced to NGVD) for hydrological monitoring data. Staff Gauge data will be entered and submitted to the District with the annual monitoring reports.

Mitigation Success Criteria

The mitigation area will be deemed successful with the survival of 80% of the plants installed within the restoration area at 1 year after installation. Further success criteria shall be that no more than 5% aerial coverage of exotic / nuisance vegetation will be present within the preserve at any given time after the initial exotic vegetation clearing as set forth in the "Serengetti Monitoring Schedule". Exotic / nuisance vegetation is defined as species defined in the formal 1999 Florida Exotic Pest Plant Council List.



APPLICATION NUMBER
030510-12

EXHIBIT 9C

Figure 1: Serengeti Subdivision Mitigation and Monitoring Schedule

February	2004	Baseline Mitigation Preserve Monitoring and Report
March	2004	Exotic Removal, Restoration of Contours & Planting
April	2004	Time-Zero Mitigation Preserve Monitoring and Report
June	2004	Exotic Maintenance
November	2004	Exotic Maintenance
March	2005	Exotic Maintenance
April	2005	First Annual Mitigation Preserve Monitoring and Report
September	2005	Exotic Maintenance
March	2006	Exotic Maintenance
April	2006	Second Annual Mitigation Preserve Monitoring and Report
September	2006	Exotic Maintenance
March	2007	Exotic Maintenance
April	2007	Third Annual Mitigation Preserve Monitoring and Report
March	2008	Exotic Maintenance
April	2008	Fourth Annual Mitigation Preserve Monitoring and Report
March	2009	Exotic Maintenance
April	2009	Fifth Annual Mitigation Preserve Monitoring and Report
May	2009	Anticipated Agency Concurrence End of Five-Year Monitoring

APPLICATION NUMBER

081017-2

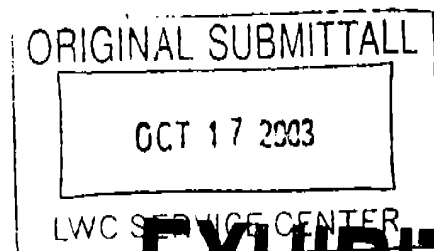
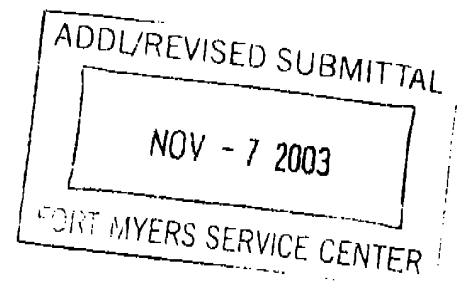


EXHIBIT 91

**DEED OF CONSERVATION EASEMENT**

THIS DEED OF CONSERVATION EASEMENT is given this _____ day of _____, 2003, Albert J. and Valerie L. Thiverge (Grantor") to the South Florida Water Management District ("Grantee"). As used herein, the term Grantor shall include any and all heirs, successors or assigns of the Grantor, and all subsequent owners of the "Property" (as hereinafter defined) and the term Grantee shall include any successor or assignee of Grantee.

WITNESSETH

WHEREAS, the Grantor is the owner of certain lands situated in Lee County, Florida, and more specifically described in Exhibit A attached hereto and incorporated herein ("Property"); and

WHEREAS, the Grantor desires to construct a single family residential subdivision ("Project") at a site in Lee County, which is subject to the regulatory jurisdiction of the South Florida Water Management District ("SFWMD"); and

WHEREAS, SFWMD Permit No. _____ ("Permit") authorizes certain activities which affect surface waters in or of the State of Florida; and

WHEREAS, this Permit requires that the Grantor preserve and/or mitigate wetlands under SFWMD's jurisdiction; and

WHEREAS, the Grantor has developed and proposed as part of the permit conditions a conservation tract and maintenance buffer involving preservation of certain wetland and/or upland systems on the Property; and

WHEREAS, the Grantor, in consideration of the consent granted by the Permit, is agreeable to granting and securing to the Grantee a perpetual conservation easement as defined in Section 704.06, Florida Statutes (1995), over the Property.

NOW, THEREFORE, in consideration of the issuance of the Permit to construct and operate the permitted activity, and as an inducement to Grantee in issuing the Permit, together with other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, Grantor hereby grants, creates, and establishes a perpetual conservation easement for and in favor of the Grantee upon the Property which shall

run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature, and character of this conservation easement shall be as follows:

1. It is the purpose of this conservation easement to retain land or water areas in their natural, vegetative, hydrologic, scenic, open, agricultural or wooded condition and to retain such areas as suitable habitat for fish, plants or wildlife. Those wetland and/or upland areas included in the conservation easement which are to be enhanced or created pursuant to the Permit shall be retained and maintained in the enhanced or created conditions required by the Permit.

To carry out this purpose, the following rights are conveyed to Grantee by this easement:

a. To enter upon the Property at reasonable times with any necessary equipment or vehicles to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Property by Grantor at the time of such entry; and

b. To enjoin any activity on or use of the Property that is inconsistent with this conservation easement and to enforce the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.

2. Except for restoration, creation, enhancement, maintenance and monitoring activities, or surface water management improvements, which are permitted or required by the Permit, the following activities are prohibited in or on the Property:

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

c. Removal or destruction of trees, shrubs, or other vegetation, except for the removal of exotic or nuisance vegetation in accordance with a SFWMD approved maintenance plan;

d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

e. Surface use except for purposes that permit the land or water area to remain in its natural condition;

APPLICATION NUMBER

030618-13

EXHIBIT B

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f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking and fencing;

g. Acts or uses detrimental to such aforementioned retention of land or water areas;

h. Acts or uses which are detrimental to the preservation of any features or aspects of the Property having historical or archaeological significance.

3. **Passive Recreational Facilities.** Grantor reserves all rights as owner of the Property, including the right to engage in uses of the Property that are not prohibited herein and that are not inconsistent with any SFWMD rule, criteria, the Permit and the intent and purposes of this Conservation Easement. Passive recreational uses that are not contrary to the purpose of this conservation easement may be permitted upon written approval by the SFWMD.

a. The Grantor may conduct limited land clearing for the purpose of constructing such pervious facilities as docks, boardwalks, or mulched walking trails. Grantor shall submit plans for the construction of the proposed facilities to the SFWMD for review and written approval prior to construction.

b. The construction and use of the approved passive recreational facilities shall be subject to the following conditions:

i. Grantor shall minimize and avoid, to the fullest extent possible, impact to any wetland or upland buffer areas within the Conservation Easement Area and shall avoid materially diverting the direction of the natural surface water flow in such area;

ii. Such facilities and improvements shall be constructed and maintained utilizing Best Management Practices;

iii. Adequate containers for litter disposal shall be situated adjacent to such facilities and improvements and periodic inspections shall be instituted by the maintenance entity, to clean any litter from the area surrounding the facilities and improvements;

iv. This conservation easement shall not constitute permit authorization for the construction and operation of the passive recreational facilities. Any such work shall be subject to all applicable federal, state, or local permitting requirements.

4. No right of access by the general public to any portion of the Property is conveyed by this conservation easement.

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EXHIBIT 10C

5. Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Property.
6. Grantor shall pay any and all real property taxes and assessments levied by competent authority on the Property.
7. Any costs incurred in enforcing, judicially or otherwise, the terms, provisions and restrictions of this conservation easement shall be borne by and recoverable against the nonprevailing party in such proceedings.
8. Enforcement of the terms, provisions and restrictions of this conservation easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's fights hereunder.
9. Grantee will hold this conservation easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this conservation easement except to another organization qualified to hold such interests under the applicable state laws.
10. If any provision of this conservation easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this conservation easement shall not be affected thereby, as long as the purpose of the conservation easement is preserved.
11. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed property given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.
12. This conservation easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records in Lee County.

TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions, and purpose imposed with this conservation easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Property.

Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said Property in fee simple; that the Property is free and clear of all encumbrances that are inconsistent with the terms of his conservation easement and all mortgages have been joined or subordinated; that Grantor has good right and lawful authority to convey this conservation easement; and that it hereby fully warrants and defends the title to the conservation easement hereby conveyed against the lawful claims of all persons whomsoever.

APPLICATION NUMBER

03 06 11 11 11

4 of 5

EXHIBIT

ADDL/REVISED SUBMITTAL

NOV - 7 2003

IN WITNESS WHEREOF, _____ has hereunto set its
authorized hand this _____ day of _____, 2003.

Signed, sealed and delivered
in our presence as witnesses:

Albert J. and Valerie L. Thiverge

Print Name: _____

By: Albert J. Thiverge,

Print Name: _____

By: Valerie L. Thiverge

STATE OF FLORIDA) ss:
COUNTY OF LEE

The foregoing instrument was acknowledged before me this _____ day of _____, 2003, by _____, of _____, a Florida Corporation, on behalf of the Corporation. He is personally known to me or has produced _____ as identification.

My Commission Expires:

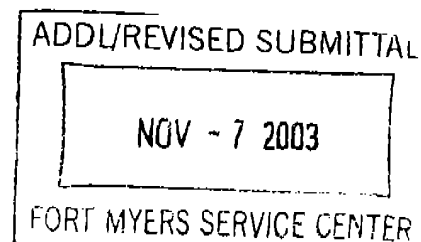
Notary Public

Name of Notary

Commission Number

APPLICATION NUMBER

03 06 10 - 15



5 of 5

EXHIBIT 10E

Exhibit A

DESCRIPTION OF A PARCEL OF LAND
LYING IN
SECTIONS 24, TOWNSHIP 43 SOUTH, RANGE 26 EAST
LEE COUNTY, FLORIDA
(CONSERVATION EASEMENT)

DESCRIPTION

A PARCEL OF LAND LYING IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 24, TOWNSHIP 43 SOUTH, RANGE 26 EAST, BEING PART OF LOT 3, ALEX LONGOT'S SUBDIVISION AS RECORDED IN PLAT BOOK 1 AT PAGE 34 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA. BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 24, TOWNSHIP 43 SOUTH, RANGE 26 EAST; THENCE S.89°37'13"E. ALONG THE NORTH LINE OF SAID SECTION 24 FOR A DISTANCE OF 1331.13 FEET TO THE NORTHWEST CORNER OF LOT 3, THENCE S.00°44'50"W FOR A DISTANCE OF 313.17 FEET TO THE POINT OF BEGINNING; THENCE S.89°15'10"E FOR A DISTANCE OF 10.00 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 110.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41°18'33" FOR 79.31 FEET; THENCE S.40°33'43"E. FOR A DISTANCE OF 125.23 FEET TO THE BE BEGINNING OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 110.00 FEET; THENCE SOUTH ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 104°34'33" FOR 200.77 FEET; TO THE BE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 112.50 FEET; THENCE SOUTH ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 63°15'58" FOR 124.22 FEET; THENCE S.0°44'52"W. FOR 29.64 FEET; THENCE N.89°15'09"W. FOR 25.00 FEET; THENCE N.0°44'50"E. FOR 467.65 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 0.84 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OR RECORD.

EXHIBIT "A"

APPLICATION NUMBER

03 06 10 - 15

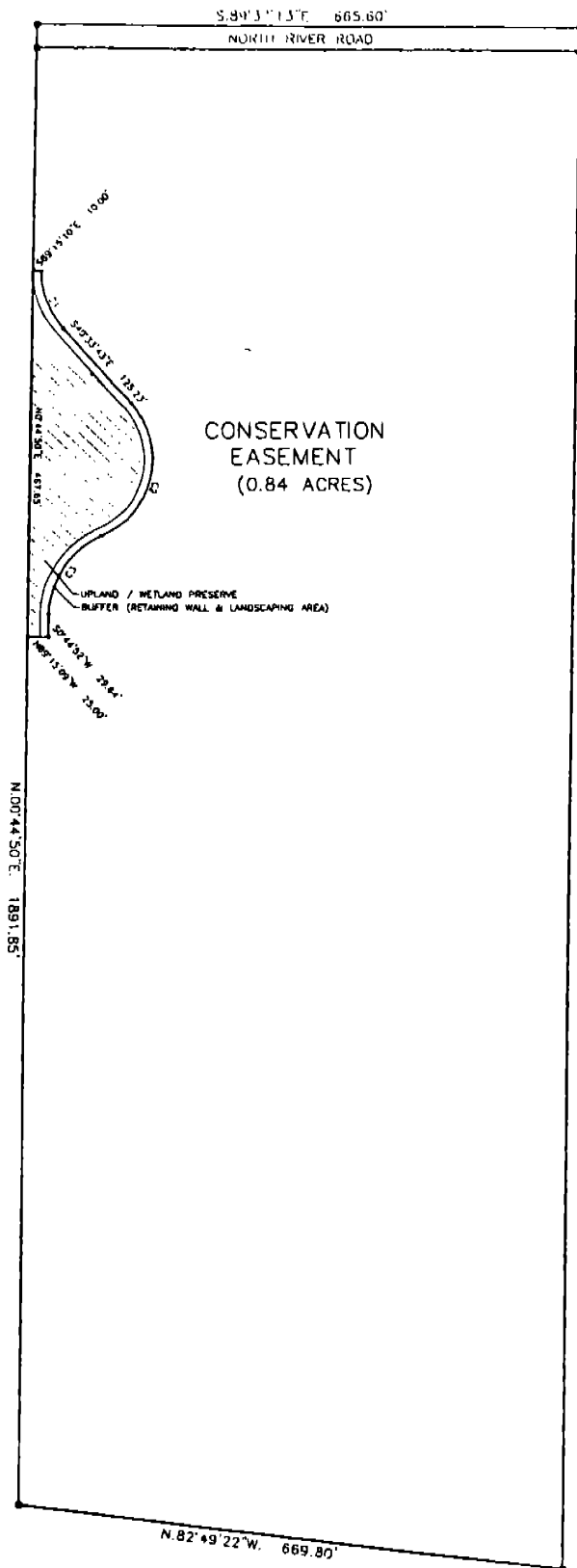
ADD/REVISED SUBMITTAL

NOV - 7 2003

FORT MYERS SERVICE CENTER

EXHIBIT 10F

**SKETCH TO ACCOMPANY DESCRIPTION
OF A PARCEL OF LAND
LYING IN
SECTIONS 24, TOWNSHIP 43 SOUTH, RANGE 26 EAST
LEE COUNTY, FLORIDA
(CONSERVATION EASEMENT)**



DESCRIPTION

A PARCEL OF LAND LIES IN THE TOWNSHIP OF TOWNSHIP 43 SOUTH, RANGE 26 EAST, BEING PART OF LOT 3, ALEX LONGOT'S SUBDIVISION AS RECORDED IN PLAT BOOK 1 AT PAGE 34 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 24, TOWNSHIP 43 SOUTH, RANGE 26 EAST, THENCE S. 89° 37' 13\"/>

SAID PARCEL CONTAINS 0.84 ACRES, MORE OR LESS

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OR RECORD.

CURVE TABLE

NO	RADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BEARING
C1	110.00'	41°18'33"	79.31'	41.47'	77.60'	S.18°34'28\"/>

APPLICATION NUMBER

03 06 10 - 15

ADDL/REVISED SUBMITTAL

NOV - 7 2003

FORT MYERS SERVICE CENTER

11/6/2003 9:20:46 AM

THIS IS NOT A SURVEY
EXHIBIT "A"

EXHIBIT

South Florida Water Management District
Existing / Proposed Environmental Features Information

Page 1 of 1

erp_existing_site_details.rdf

Run Report on : 21-NOV-03 02:41 PM

Application Number: 030610-15

CSTR NEW SERENGETI SUBDIVISION

ONSITE

Pre - Development				Post - Development						
UPLA										
Site Id	Acreage	Quality	Quality Metaleuca	Habitat	Impact Type	Impact Acreage	Undisturbed Acreage	Preserved Acreage	Enhanced Acreage	Restored Acreage
1	26.52	FAIR	N	Improved Pastures - Upland		.00	.00	.08	.08	.00
2	1.26	N/A	N	Urban And Residential		.00	.00	.00	.00	.00
Total:	27.78					.00	.00	.08	.08	.00
WETL										

Site Id	Acreage	Quality	Quality Metaleuca	Habitat	Impact Type	Impact Acreage	Undisturbed Acreage	Preserved Acreage	Enhanced Acreage	Restored Acreage
3	1.28	FAIR/POOR	N	Freshwater Marshes	Direct	.65	.00	.63	.63	
Total:	1.28					.65	.00	.63	.63	

EXHIBIT 11

Work Schedule Requirements

Application No : 030610-15

Page 1 of 1

**Mitigation Plan ID: SERENGETI
Activity****Due Date**

RECORDED CONSERVATION EASEMENT	31-JAN-2004
BASELINE MONITORING REPORT	01-FEB-2004
EXOTIC VEGETATION REMOVAL, GRADING & PLANTING	01-MAR-2004
TIME ZERO MONITORING REPORT	01-APR-2004
EXOTIC VEGETATION MAINTENANCE	01-JUN-2004
EXOTIC VEGETATION MAINTENANCE	01-NOV-2004
EXOTIC VEGETATION MAINTENANCE	01-MAR-2005
FIRST MONITORING REPORT	01-APR-2005
EXOTIC VEGETATION MAINTENANCE	01-SEP-2005
EXOTIC VEGETATION MAINTENANCE	01-MAR-2006
SECOND MONITORING REPORT	01-APR-2006
EXOTIC VEGETATION MAINTENANCE	01-SEP-2006
EXOTIC VEGETATION MAINTENANCE	01-MAR-2007
THIRD MONITORING REPORT	01-APR-2007
EXOTIC VEGETATION MAINTENANCE	01-MAR-2008
FOURTH MONITORING REPORT	01-APR-2008
EXOTIC VEGETATION MAINTENANCE	01-MAR-2009
FIFTH MONITORING REPORT	01-APR-2009

Exhibit No :

12



FLORIDA DEPARTMENT OF STATE

Glenda E. Hood
Secretary of State

March 30, 2005

SERENGETI COMMUNITY ASSOCIATION, INC.
C/O ROBERT D. ROYSTON, JR.
P.O. DRAWER 60205
FORT MYERS, FL 33906

The Articles of Incorporation for SERENGETI COMMUNITY ASSOCIATION, INC. were filed on March 29, 2005, and assigned document number N05000003235. Please refer to this number whenever corresponding with this office.

This document was electronically received and filed under FAX audit number H05000074874.

corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file/effective date. A Federal Employer Identification (FEI) number will be required before this report can be filed. Please apply NOW with the Internal Revenue Service by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding corporations, please contact this office at the address given below.

Sincerely,
Doris Brown
Document Specialist
New Filings Section
Division of Corporations

Letter Number: 105A00021458

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

EXHIBIT "C"

ARTICLES OF INCORPORATION
OF
SERENGETI COMMUNITY ASSOCIATION, INC.
(A corporation not for profit)

The undersigned, acting as the incorporator of a non-profit corporation under Chapter 617 of the Florida Statutes, does hereby adopt, the following Articles of Incorporation:

ARTICLE I

The name of the corporation, hereinafter called the "Association", shall be SERENGETI COMMUNITY ASSOCIATION, INC.

ARTICLE II

The specific primary purposes for which the Association is formed are to provide for maintenance, preservation, and architectural control of the Building Sites/Residential Lots, Common Areas, Roadway Areas and Common Elements within a certain tract of real property described in the Declaration of Covenants, Conditions and Restrictions for Serengeti, (hereinafter called "Declaration") and to promote the health, safety, and welfare of the residents within the above-described development of such additions thereto as may hereafter be brought within the jurisdiction of the Association under the terms of the Declaration and in conformance with the provisions of Chapter 720, Florida Statutes, "Home Owner's Associations".

In furtherance of such purposes, the Association shall have the power to:

- a) Perform all of the duties and obligations of the Association as set forth in the Declaration applicable to the development and to be recorded in the Public Records of Lee County, Florida;
- b) Assess, levy, and collect, and enforce payment by any lawful means of all charges and assessments pursuant to the terms of the Declaration; and pay all expenses in connection therewith, and all office and other expenses incidental to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied on or imposed against the property of the Association;
- c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease transfer, dedicate to public use, or otherwise dispose of real and personal property in connection with the affairs of the Association;
- d) Borrow money and, subject to the consent by vote or written instrument of two-thirds (2/3) of the Members, mortgage, pledge, convey be deed of trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
- e) Dedicate, sell, or transfer all or any part of the common areas to any municipality, public agency, authority, or utility for such purposes and subject such conditions as may be agreed upon

by the Members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of the Members, agreeing to such dedication, sale or transfer;

f) Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, or annex additional residential property or common elements, provided that any merger or consolidation shall have the assent by vote or written instrument of two-thirds (2/3) of the Members;

g) Have and exercise any and all powers, rights, and privileges that a non-profit corporation organized under Chapter 617 of the Florida Statutes by law may now or hereafter have or exercise.

The Association is organized and shall be operated exclusively for the purposes set forth above. The activities of the Association will be financed by assessments against Members as provided in the Declaration, and no part of the income of the Association shall be distributed to the Members, directors or officers of the Association except as permitted by Chapter 617 F.S. or its successor statutes.

ARTICLE III

a) The Association shall be a membership corporation without certificates or shares of stock.

b) Every person or entity who is a record owner of a vested present fee or undivided fee interest in any Residential Unit subject to the Declaration shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of a Residential Unit which is subject to assessment by the Association. Membership rights and duties shall be subject to and controlled by the Declaration, which is in the form of a covenant running with the land.

c) There shall be no vote for any Residential Unit owned by the Association.

d) Change of membership in the Association shall be established by recording in the Public Records of Lee County, Florida, a deed or other instrument establishing record title to a Residential Unit subject to the Declaration and written notice to the Association of such change in title. The Owner designated by such instrument thus becomes a Member of the Association, and the membership of the prior Owner is terminated.

e) The share of a Member in funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner, except as an appurtenance of his Residential Unit.

ARTICLE IV

The Association shall have a perpetual existence.

ARTICLE V

The principal office of the Corporation shall be 17310 N. River Rd., Alva, FL 33920. The mailing address of the Corporation shall be c/o Robert D. Royston, Jr., Costello & Royston, P.O. Drawer 60205, Fort Myers, FL 33906.

ARTICLE VI

The affairs of the Association shall be managed by a Board of Directors. The officers of the Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, and a Secretary and Treasurer and other such officers as the Board may from time to time by resolution create. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices. Such officers shall be elected at the first meeting of the Board of Directors following each Annual Meeting of the Members. The names of the officers who are to serve until the first election are:

<u>Name</u>	<u>Office</u>
Valerie Thivierge	President
Albert Thivierge	Vice President
Matthew Thivierge	Secretary/Treasurer

ARTICLE VII

a) The number of persons constituting the current Board of Directors of the Association is three (3). The names and addresses of the persons who are currently serving as Directors are:

<u>Name</u>	<u>Address</u>
Valerie Thivierge	17310 N. River Road Alva, FL 33920
Albert Thivierge	17310 N. River Road Alva, FL 33920
Matthew Thivierge	17310 N. River Road Alva, FL 33920

b) Election of directors shall be held at the Annual Meeting of the Association. The number of directors may be increased or decreased from time to time as provided in the By-Laws of the Association, but shall never be less than three (3) nor more than Five (5). The manner in which directors will be elected shall be stated in the By-Laws. The Board may delegate such operating authority to such companies, individuals, and committees as it, in its discretion, may determine.

c) At the expiration of the term of each initial director his successor shall be elected by the members of the Association to serve for a term of one year. A director shall hold office until his successor has been elected and qualified.

d) Directors may be removed with or without cause, by a majority vote of the membership of the Association at any annual meeting or any special meeting duly called therefor.

e) In the event of a vacancy on the Board of Directors by reason of death, resignation, or otherwise, a majority of the Board of Directors is authorized to fill the vacancy until the next annual meeting. If, after a written request of any member of the Association that the vacancy be filled, the Board of Directors fails or refuses to fill the vacancy for a period of ninety (90) days from the receipt of such notice, then the vacancy shall be filled by the members of the Association at a duly called meeting. Notwithstanding the foregoing, if the vacancy occurs in the position of a director appointed or elected by the Developer (as defined in Article III) and the Developer retains the right to appoint or elect such director, then the Developer shall fill the vacancy as it sees fit. Furthermore, if a vacancy occurs in the position of a director elected by the members of the association other than the Developer, then his replacement shall be appointed by those member of the Board of Directors not appointed or elected by the Developer, and if there be none, by the members at a special meeting of the members of the Association called at least in part for the purpose. Directors of the Association elected or appointed to fill vacancies shall hold office for the unexpired term of the director being replaced or unit removed as provided in this Article VII.

ARTICLE VIII

The Association shall have two classes of Members as follows:

Class A Members: Class "A" Members shall be all Owners with the exception of the Class "B" Members, if any so long as Class "B" Membership shall exist, and shall be entitled to one (1) vote for each Residential Unit owned provided, however, there shall be no vote by virtue of owning a portion of a Residential Unit but, rather, the owner of the resulting Residential Unit, so subdivided, shall be entitled to only one vote. When more than one person holds an interest in a Residential Unit, all such persons shall be Members; however, the vote for such Residential Unit shall be exercised as such member may determine among themselves, but in no event shall more than one (1) vote be cast with respect to any Residential Unit owned by Class "A" Members.

Class "B" Member: The Class "B" Member shall be the Declarant named in the Declaration and any successor of Declarant who takes title for the purpose of development and sale, and who is designated as such in a recorded instrument executed by Declarant, who, until such time as its Class "B" membership is terminated, shall have sole voting rights in the Association, and the Class "A" Members shall have no voting rights except for altering or amending these Articles of Incorporation or By-laws of the Association as provided below.

ARTICLE IX

The By-Laws of the Association may be made, altered, or rescinded at any Annual Meeting of the Association, or at any Special Meeting duly called for such purpose. 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. An amendment may be proposed either by a majority of the Board of Directors or by Members owning one-third (1/3) of the Residential Units. Approval of such amendment shall be by the affirmative vote of two-thirds (2/3) of each class of Members existing at the time of and present, in person or by proxy, at such meeting except that the initial By-Laws of the Association shall be made and adopted by the Board of Directors.

ARTICLE X

Amendments to these Articles of Incorporation may be made at any annual meeting of the Association, or at any special meeting duly called for such purpose, provided that no amendment may be in conflict with the Declaration, and provided further, no amendment shall be effective to impair or dilute any rights of Members that are governed by such Declaration. 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. An amendment may be proposed either by a majority of the Board of Directors or by Members owning one-third (1/3) of the Residential Units. Approval of such amendment shall be by the affirmative vote of two-thirds (2/3) of each class of Members existing at the time of and present, in person or by proxy, at such meeting except that the initial By-Laws of the Association shall be made and adopted by the Board of Directors.

ARTICLE XI

The rights of holders, insurers or guarantors of any first mortgage shall be as follows:

a) The Association shall make available to holders, insurers, or guarantors of any first mortgage current copies of the Declaration, By-Laws, other rules concerning Serengeti, and the books, records, and financial statements of the Association. "Available" shall mean available for inspection, upon request, during normal business hours or under other reasonable circumstances.

b) The holder of any first mortgage shall be entitled to have an audited financial statement for the immediately preceding fiscal year prepared at its expense if one is not otherwise available. Any financial statement requested under this section shall be furnished within a reasonable time following such request.

c) Upon written request to the Association, identifying the name and address of the holder, insurer, or guarantor and the address of the Residential Unit or number of the Building Site, any such holder, insurer, or guarantor of a first mortgage shall be entitled to timely written notice of:

1) Any condemnation loss or casualty loss which affects a material portion of Serengeti or any Building Site or Residential Unit on which there is a first mortgage held, insured, or guaranteed by such holder, insurer, or guarantor, as applicable;

2) Any delinquency in the payment of assessments owed by an Owner of the Residential Unit or Building Site subject to the first mortgaged held, insured, or guaranteed by such holder, insurer, or guarantor, as applicable, which remains uncured for a period of sixty (60) days;

3) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

ARTICLE XII

The Association may be dissolved only with the assent given in writing and signed by two-thirds (2/3) of the Members entitled to cast votes under the provisions of Article VIII, above, and

the assent of two-thirds (2/3) of the holders of first mortgages on Residential Units subject to these Articles. Written notice of a proposal to dissolve setting forth the reasons therefore and the disposition to be made of the assets (which shall comply with Article VIII hereof) shall be mailed to every Member and every holder of a first mortgage at least ninety (90) days in advance of any action taken. For the period of Class "B" Membership described above, the Association shall in no event be dissolved until and unless a resolution permitting such dissolution is approved by the Board of Directors at the annual or any special meeting thereof.

ARTICLE XIII

On dissolution, the assets of the Association shall be distributed to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event such distribution is refused acceptance, such assets shall be granted, conveyed, and assigned to any non-profit corporation, association, trust, or other organization organized and operated for such similar purposes.

ARTICLE XIV

Every Director and Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him or in connection with any proceedings to which he may be a party, or in which he may become involved, by reason or his being or having been a Director or Officer of the Association, whether or not he is a Director or Officer at the time such expenses are incurred, except in such cases wherein the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Office may be entitled.

ARTICLE XV

REGISTERED AGENT AND REGISTERED ADDRESS: The registered agent of the corporation is Robert D. Royston, Jr., and the registered address of the corporation is 12670 New Brittany Blvd., Suite 101, Fort Myers, Florida, 33907.

ARTICLE XVI

These Articles of Incorporation and each provision hereof is adopted pursuant to the Declaration, and in case of any conflict or ambiguity between the provision of these Articles of Incorporation and the Declaration, the Declaration shall control.

ARTICLE XVII

The effective date of this Association shall be upon filing with the Office of the Secretary of State, State of Florida.

ARTICLE XVIII

The name and address of the sole incorporator are:

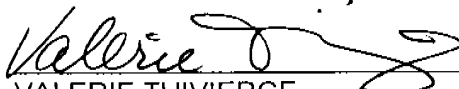
Name

Address

Valerie Thivierge

17310 N. River Road
Alva, FL 33920

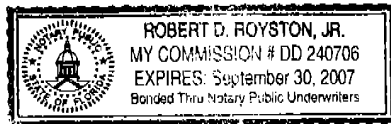
IN WITNESS WHEREOF, I, the undersigned Incorporator to these Articles of Incorporation, have hereunto set my hand and seal this 25th day of March, 2005.

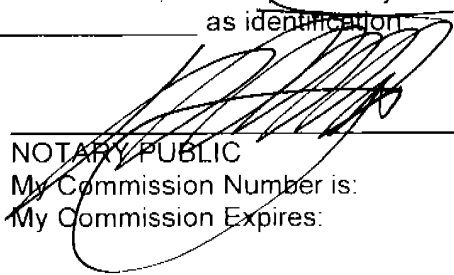

VALERIE THIVIERGE

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 25th day of March, 2005, by VALERIE THIVIERGE, who is personally known to me or who has produced _____ as identification.

(SEAL)

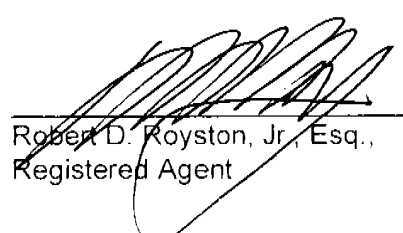



NOTARY PUBLIC
My Commission Number is:
My Commission Expires:

ACCEPTANCE OF DUTIES OF REGISTERED AGENT

Having been named to act as Registered Agent to accept service of process for the above named Corporation, at the place designated in these Articles of Incorporation, and being familiar with the obligations of this position, I hereby accept the duties of registered agent, agree to act in this capacity, and I further agree to comply with the provisions of Florida law relative to the proper and complete performance of my duties.

IN WITNESS WHEREOF, the undersigned Registered Agent has executed this Acceptance of Duties of Registered Agent on the 25th day of March, 2005.


Robert D. Royston, Jr., Esq.,
Registered Agent

BY-LAWS
OF
SERENGETI COMMUNITY ASSOCIATION, INC.
(A corporation not for profit)

ARTICLE I.
NAME AND LOCATION

The name of the corporation is SERENGETI COMMUNITY ASSOCIATION, INC. The principal office of the corporation shall be located in, Lee County, Florida. The mailing address of the principal office may be changed at the discretion of the Board of Directors. Meetings of Members and directors may be held at such places within the State of Florida as may be designated by the Board of Directors.

ARTICLE II.
DEFINITIONS

Section 1. "Articles" means the Articles of Incorporation of the Association.

Section 2. "Association" shall mean and refer to SERENGETI COMMUNITY ASSOCIATION, INC., its successors and assigns.

Section 3. "Board" means 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. "Common Area or Common Areas and Common Elements" shall include within its meaning the following: (a) all real property owned by the Association for the common use and enjoyment of the residential Lot Owners and the Roadway Areas owned by the Association for ingress and egress; which are not included in the legal descriptions conveyed to such individual Lot Owners, (b) the easements and installations required for the furnishings of utilities and other services to more than one residential Lot Owner or to the common areas, (c) the street lights located throughout the Subdivision, (d) the entrance signage, monumentation/wall, landscaping, well and irrigation, and (e) tangible personal property required for the maintenance and operation of the Association even though owned by the Association.

Section 5. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions of Serengeti and recorded in the Public Records of Lee County, Florida.

Section 6. "Lots" shall mean and refer to the Lots as shown on the Plat and "Lot" shall mean and refer to any one of the "Lots".

Section 7. "Member" shall mean and refer to any person entitled to membership in the Association as provided in the Articles of Incorporation and the Declaration.

Section 8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a vested present fee simple title to any Lot which is a part of Serengeti .

Section 9. "Plat" means the recorded Plat of Serengeti as recorded in Public Records of Lee County, Florida, thereby subdividing all of the property within the Subdivision.

ARTICLE III. MEETINGS OF MEMBERS

Section 1. Annual Meetings. Annual Meetings of Members shall be held as scheduled by the Board of Directors.

Section 2. Special Meetings. Special Meetings of Members may be called at any time by the president or by two (2) members of the Board of Directors, or upon written request of the Members who are entitled to vote one-half (1/2) of all votes of the membership.

Section 3. Notice of Meetings. Written notice of each meeting of Members shall be given by, or at the direction of, the secretary or other person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days, but not more than thirty (30) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for purpose of receiving notice. Such notice shall specify the day, hour and place of the meeting, and in the case of a Special Meeting the purpose of the meeting.

Section 4. Quorum. The presence at the meeting, in person or by proxy, of Members entitled to cast a majority of the votes of the membership shall constitute a quorum for authorization of any action, except as may otherwise be provided in the Declaration, the Articles, or these By-laws. If a quorum is not present at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Proxies shall be revocable, and the proxy of any owner shall automatically terminate on conveyance by him of his Lot.

ARTICLE IV. BOARD OF DIRECTORS: TERM OF OFFICE: REMOVAL

Section 1. Number. The affairs of the Association shall be managed by not less than three (3) nor more than five (5) directors, who must be Members of the Association.

Section 2. Term of Office. Each Director will be elected for a three (3) year term.

If the Association elects to increase the number of Directors to five (5), no more than three (3) Directors will serve in the same three (3) year term.

The staggering of the terms of office will always provide for Directors with knowledge and experience on the Board.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation, or removal of a director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE V. BOARD OF DIRECTORS; NOMINATION AND ELECTION

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nomination Committee selected by the President or by nomination from the floor at any Annual Meeting of Members.

Section 2. Election. Election to the Board of Directors shall be by written ballot unless dispensed with by unanimous consent of those voting. At such election the Members of their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. Person receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI. BOARD OF DIRECTORS; MEETINGS

Section 1. Regular Meetings. Regular Meetings of the Board of Directors shall be held at such place and hour as may be fixed from time to time by resolution of the Board. Notice of Regular Meetings shall be given to each Director, personally, by mail or telephone, at least three (3) days prior to the day reserved for each meeting. Members shall be notified by notice being posted on a place to be determined by the Board.

Section 2. Special Meetings. Special Meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director in the manner described in Section 1 of this Article.

Section 3. Quorum. A majority of the directors shall constitute a quorum for the transaction of business. Every act performed or decision made by a majority of directors present at a duly held meeting in which a quorum is present shall constitute the act or decision of the Board.

ARTICLE VII. BOARD OF DIRECTORS; POWERS AND DUTIES

Section 1. Powers. The Board of Directors shall have the power to:

a) Adopt and publish rules and regulations governing the use of the Common Areas, Common Elements and facilities including the personal conduct of the Members and their guests thereon; and to establish penalties for infraction of such rules and regulations.

b) Determine whether a late charge should be imposed upon delinquent assessments, and if so, the amount thereof.

c) Exercise on behalf of the Association all powers, duties and authority vested in or delegated to the Association and not specifically reserved to the membership by the Declaration, Articles, or by other provisions of these By-Laws.

d) Declare the office of a member of the Board of Directors to be vacant in the event that such member is absent from three (3) consecutive Regular Meetings of the Board of Directors.

e) Employ a manager, independent contractors, and such other employees as they may deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at each Annual Meeting, or at any Special Meeting at which such a statement is requested in writing by one-fourth (1/4) of the Members entitled to vote thereat;

b) Supervise all officers, agents, and employees of the Association and see to it that their duties are properly performed;

c) As more fully provided in the Declaration, to:

1) Fix the amount of the annual assessment against each Lot in advance of each annual assessment period.

2) Send written notices of each assessment to every owner subject thereto in advance of each assessment period; and

3) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date, or to bring an action at law against the owner personally obligated to pay the same.

d) Issue, or cause an appropriate officer to issue on demand by any person, a certificate setting forth whether or not any assessment has been paid. A statement in a certificate to the effect that an assessment has been paid shall constitute conclusive evidence of such payment. The Board may impose a reasonable charge for the issuance of these certificates.

e) Procure and maintain liability and hazard insurance on all property owned by the Association.

f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

g) Cause the Common Areas, including Road Areas and Common Elements to be maintained.

ARTICLE VIII. OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of the Association shall be a president and vice president, who shall at all times be members of the Board of Directors, and a secretary, treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each Annual Meeting of Members.

Section 3. Term. The officers of the Association shall be elected annually by the Board. Each shall hold office for a term of one (1) year unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed from office by the Board at any time with or without cause. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment of the Board. The officer appointed to such vacancy shall serve for the unexpired term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

a) President. The president shall preside at all meetings of the Board of Directors; shall see that order and resolutions of the Board are carried out; and shall sign all leases, mortgages, deeds, and other instruments.

b) Vice President. The vice president shall act in the place of the president in the event of his absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it to all papers so requiring; serve notice of meetings to Members; keep

appropriate current records showing the Members of the Association together with their addresses, and perform such other duties as may be required by the Board or by law.

d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all funds of the Association, and shall disburse such funds as directed by resolution of the Board of Directors; shall keep proper books of the accounts; and shall prepare an annual budget and statement of income and expenditures, a copy of which documents shall be delivered to each Member, and a report on which shall be given at the regular Annual Meeting of Members.

ARTICLE IX. ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association Annual and Special Assessments which are secured by a continuing lien on the property against which such assessments are made. All Annual Assessments shall be paid upon receipt. Any assessments not paid when due are considered delinquent. If an assessment is not paid within thirty (30) days after the due date, the assessment bears interest at the highest contract rate permitted by law from the date of delinquency and the Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against his property. Interest, late fees, costs, and reasonable attorneys' fees of any such action shall be added to the amount of any assessment due. No Owner may waive or otherwise escape liability for assessments by nonuse of the Common Areas or Common Elements or abandonment of his Lot.

ARTICLE X. BOOKS AND RECORDS; INSPECTION

The books, records, and papers of the Association shall be subject to inspection by any Member upon fifteen (15) days prior written notice. The Declaration, Articles, and By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies shall be made available for sale at a reasonable price.

ARTICLE XI. CORPORATE SEAL

The Association shall have a seal; in circular form having within its circumference the words: SERENGETI COMMUNITY ASSOCIATION, INC., A Florida Corporation, 2004.

ARTICLE XII. AMENDMENTS

These By-Laws may be amended at any Annual Meeting or Special Meeting of Members by an affirmative vote of two-thirds (2/3) of the Members present in person or by proxy at such meeting.

ARTICLE XIII. FISCAL YEAR

The fiscal year of the Association shall be the calendar year.

**ARTICLE XIV.
PARLIAMENTARY RULES**

Roberts' Rules of Order (latest Edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration, the Articles, or these By-Laws.

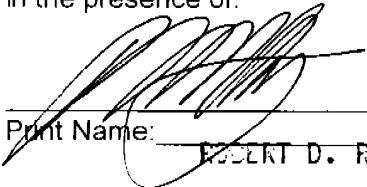
**ARTICLE XV.
CONFLICTS**

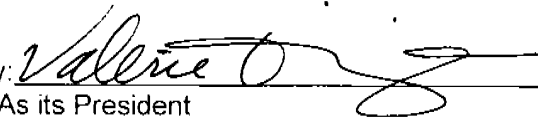
In case of any conflict between the Articles and these By-Laws, the Articles shall control; in case of any conflict between the Declaration and these By-Laws, the Declaration shall control; and in case of any conflict between the Articles and the Declaration, the Declaration shall control.

IN WITNESS WHEREOF, the President of the Association, has caused these By-Laws to be executed and the corporate seal affixed and attested this 25th day of March, 2005.

Signed, sealed and delivered
in the presence of:

SERENGETI COMMUNITY
ASSOCIATION, INC.


Print Name: ROBERT D. ROYSTON, JR.

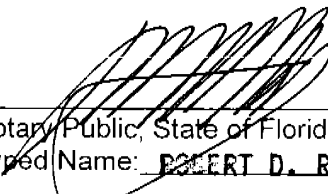
By: 
As its President

(Corporate Seal)

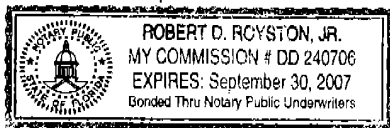
STATE OF FLORIDA
COUNTY OF LEE

BEFORE ME, the undersigned authority, personally appeared VALERIE THIVIERGE, to me personally known to be the person described in and who executed the foregoing instrument as President of Serengeti Community Association, Inc., a Florida corporation, and he acknowledged before me that he executed such instrument as such officer of said corporation and that the seal affixed thereto is the corporate seal of said corporation and it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation for the purposes therein expressed.

WITNESS MY hand and official seal, at the State and County aforesaid, this 25th day of March, 2005


Notary Public, State of Florida
Typed Name: ROBERT D. ROYSTON, JR.
(Notary Seal)

My Commission Expires:



SERENGETI COMMUNITY ASSOCIATION						
JANUARY 1 - DECEMBER 31, 2026						
		26	UNITS			
		2025	2025	2025	2026	2026
		8	PROJECTED			MONTHLY
		BUDGET	MONTH ACTUAL	ACTUALS	BUDGET	COST PER UNIT
	INCOME					
4001	ASSESSEMENTS - OPERATING	\$ 73,654.00	\$ 49,102.72	\$ 73,654.08	\$ 78,000.00	\$ 250.00
	ASSESSEMENTS - REPLACEMENT	4,346.00	2,897.33	4,346.00	-	0.00
4800	PRIOR YEAR SURPLUS	-	-	-	-	0.00
4010	LATE FEES	-	275.00	412.50	-	0.00
4012	CAPITAL CONTRIBUTION	-	-	-	-	0.00
4020	COLLECTION FEE INCOME	-	835.50	1,253.25	-	0.00
4021	COLLECTION FEE INTEREST	-	76.67	115.01	-	0.00
4580	OTHER INCOME	-	-	-	-	0.00
4608	INTEREST INCOME	-	7.10	10.65	-	0.00
		78,000.00	53,194.32	79,791.48	78,000.00	250.00
	ADMINISTRATION					
6000	MANAGEMENT FEES	8,284.00	5,522.64	8,283.96	8,736.00	28.00
6010	ACCOUNTING SERVICES	1,716.00	1,144.00	1,716.00	1,872.00	6.00
6012	TAX PREP & OTHER ACCOUNTING SERVICES	525.00	675.00	675.00	1,050.00	3.37
6017	ANNUAL COMPILATION	1,000.00	-	-	-	0.00
6020	ANNUAL CORPORATE REPORT	62.00	61.25	61.25	62.00	0.20
6031	OFFICE EXPENSE	1,200.00	969.37	1,454.06	1,500.00	4.81
6052	LEGAL FEES	5,248.00	11,020.50	16,530.75	5,248.00	16.82
6122	CONTINGENCY	9,951.00	53.24	79.86	8,688.00	27.85
	TOTAL ADMIN. EXPENSES	27,986.00	19,446.00	28,800.88	27,156.00	87.04
	BUILDING					
6206	REPAIRS AND MAINTENANCE	3,000.00	267.34	401.01	3,000.00	9.62
	TOTAL BUILDING EXPENSES	3,000.00	267.34	401.01	3,000.00	9.62
	GROUNDS					
6400	LAWN SERVICE	24,720.00	15,750.00	25,200.00	26,000.00	83.33
6470	TREE TRIMMING	-	13,170.00	13,170.00	7,110.00	22.79
6492	IRRIGATION MAINTENANCE	2,000.00	-	-	-	0.00
6510	LAKE MAINTENANCE	3,584.00	2,813.56	3,470.84	3,584.00	11.49
	TOTAL GROUNDS EXPENSES	30,304.00	31,733.56	41,840.84	36,694.00	117.61
	INSURANCE					
6621	INSURANCE EXPENSE	5,644.00	4,590.58	6,277.54	6,600.00	21.15
	TOTAL INSURANCE EXPENSES	5,644.00	4,590.58	6,277.54	6,600.00	21.15
	SECUIRTY / GATE					
6870	GATE REPAIR	2,500.00	-	-	1,250.00	4.01
	TOTAL SECURITY /GATE EXPENSES	2,500.00	0.00	0.00	1,250.00	4.01
	UTILITIES					
6900	ELECTRIC	2,620.00	1,048.28	1,572.42	1,700.00	5.45
6984	TELEPHONE	1,600.00	-	-	1,600.00	5.13
	TOTAL UTILITIES	4,220.00	1,048.28	1,572.42	3,300.00	10.58
	TOTAL EXPENSES	73,654.00	57,085.76	78,892.69	78,000.00	250.00
	RESERVES	4,346.00	2,897.33	4,346.00	0.00	0.00
	TOTAL EXPENSES & RESERVES	78,000.00	59,983.09	83,238.68	78,000.00	250.00
	COST PER UNIT		SHARE	MONTHLY	QUARTERLY	ANNUALLY
	2025		1/40	250.00	750.00	3,000.00
	2026		1/40	250.00	750.00	3,000.00

	SERENGETI COMMUNITY ASSOCIATION						
	2025 BUDGET						
	JANUARY 1 - DECEMBER 31, 2025						
		26	UNITS				
			2024	2024		2025	
		2024	7	PROJECTED	2025	MONTHLY	
		BUDGET	MONTH ACTUAL	ACTUALS	BUDGET	COST PER UNIT	
	INCOME						
4001	ASSESSEMENTS - OPERATING	\$ 73,654.00	\$ 43,277.75	\$ 73,654.00	\$ 73,654.00	\$ 236.07	
	ASSESSEMENTS - REPLACEMENT	-	-	-	4,346.00	13.93	
4800	PRIOR YEAR SURPLUS	-	-	-	-	0.00	
4010	LATE FEES	-	325.00	557.14	-	0.00	
4012	CAPITAL CONTRIBUTION	-	-	-	-	0.00	
4020	COLLECTION FEE INCOME	-	541.70	928.63	-	0.00	
4021	COLLECTION FEE INTEREST	-	129.82	222.55	-	0.00	
4580	OTHER INCOME	-	12,010.00	12,010.00	-	0.00	
4608	INTEREST INCOME	-	3.12	5.35	-	0.00	
		73,654.00	56,287.39	87,377.67	78,000.00	250.00	
	ADMINISTRATION						
6000	MANAGEMENT FEES	10,000.00	4,640.00	8,390.00	10,000.00	32.05	
6010	ACCOUNTING SERVICES	-	-	-	-	0.00	
6012	TAX PREP & OTHER ACCOUNTING SERVICES	-	275.00	471.43	525.00	1.68	
6017	ANNUAL COMPILATION	-	-	-	1,000.00	3.21	
6020	ANNUAL CORPORATE REPORT	2,000.00	61.25	61.25	62.00	0.20	
6031	OFFICE EXPENSE	500.00	673.34	1,154.30	1,200.00	3.85	
6040	BANK FEES	500.00	-	-	-	0.00	
6052	LEGAL FEES	5,000.00	4,292.50	7,358.57	5,248.00	16.82	
6080	MISCELLANEOUS	1,000.00	3,741.00	3,741.00	-	0.00	
6121	CONTINGENCY	26,800.00	3,350.00	3,350.00	9,951.00	31.89	
6124	BAD DEBT	-	662.26	662.26	-	0.00	
	TOTAL ADMIN. EXPENSES	45,800.00	17,695.35	25,188.81	27,986.00	89.70	
	BUILDING						
6206	REPAIRS AND MAINTENANCE	-	1,820.64	3,121.10	3,000.00	9.62	
	TOTAL BUILDING EXPENSES	0.00	1,820.64	3,121.10	3,000.00	9.62	
	GROUNDS						
6400	LAWN SERVICE	21,000.00	9,000.00	15,428.57	24,720.00	79.23	
6492	IRRIGATION MAINTENANCE	-	155.00	265.71	2,000.00	6.41	
6510	LAKE MAINTENANCE	3,000.00	2,543.50	3,583.50	3,584.00	11.49	
	TOTAL GROUNDS EXPENSES	24,000.00	11,698.50	19,277.79	30,304.00	97.13	
	INSURANCE						
6621	INSURANCE EXPENSE	5,200.00	2,892.58	4,958.71	5,644.00	18.09	
	TOTAL INSURANCE EXPENSES	5,200.00	2,892.58	4,958.71	5,644.00	18.09	
	SECUIRTY / GATE						
6621	GATE REPAIR	-	1,135.00	1,945.71	2,500.00	8.01	
	TOTAL SECURITY /GATE EXPENSES	0.00	1,135.00	1,945.71	2,500.00	8.01	
	UTILITIES						
6900	ELECTRIC	1,000.00	970.23	1,663.25	2,620.00	8.40	
6984	TELEPHONE	2,000.00	1,403.52	2,406.03	1,600.00	5.13	
	TOTAL UTILITIES	3,000.00	2,373.75	4,069.29	4,220.00	13.53	
	TOTAL EXPENSES	78,000.00	37,615.82	58,561.40	73,654.00	236.07	
	RESERVES	0.00	0.00	0.00	4,346.00	13.93	
	TOTAL EXPENSES & RESERVES	78,000.00	37,615.82	58,561.40	78,000.00	250.00	
	COST PER UNIT		SHARE	MONTHLY	QUARTERLY	ANNUALLY	
	2024		1/40	250.00	750.00	3,000.00	
	2025		1/40	250.00	750.00	3,000.00	
	SERENGETI COMMUNITY ASSOCIATION						
	ASSET	ESTIMATED LIFE	ESTIMATED REMAINING LIFE (YRS)	REPLACEMENT COST	ESTIMATED BALANCE 12/31/24	REMAINING FUNDING REQUIREMENT	2025 ANNUAL FUNDING REQUIREMENT
7540, 8540	PAVING	25	24	70,000.00	-	70,000.00	2,917.00
7580, 8580	GATE	7	7	10,000.00	-	10,000.00	1,429.00
				80,000.00	-	80,000.00	4,346.00

Financial Reporting Package
SERENGETI COMMUNITY ASSOCIATION INC
12/1/2024 - 12/31/2024

Prepared
By
Spires and Associates, P.A.

SERENGETI COMMUNITY ASSOCIATION INC
Balance Sheet
12/31/2024

	<u>OPERATING</u>
Assets	
<u>Assets</u>	
1114 - Cash - CIT - Operating -	\$4,828.71
1500 - Accounts Receivable - Owners	\$2,442.70
1651 - Prepaid Insurance	\$3,462.80
<u>Total Assets</u>	<u>\$10,734.21</u>
 <i>Assets Total</i>	 \$10,734.21
 Liabilities & Equity	
<u>Liability</u>	
2000 - Accounts Payable	\$741.22
2010 - Accrued Expenses	\$4,179.44
2586 - Insurance Premium Payable	\$2,023.37
2624 - Prepaid Maintenance Fees	\$1,210.00
<u>Total Liability</u>	<u>\$8,154.03</u>
 <u>Retained Earnings</u>	 (\$21,392.65)
 <u>Net Income</u>	 \$23,972.83
 <i>Liabilities and Equity Total</i>	 \$10,734.21

SERENGETI COMMUNITY ASSOCIATION INC
Budget Comparison Report - OPERATING
12/1/2024 - 12/31/2024

	12/1/2024 - 12/31/2024			1/1/2024 - 12/31/2024			
	Actual	Budget	Variance	Actual	Budget	Variance	Annual Budget
Income							
<u>Assessments - Operating</u>							
4001 - Maintenance Fees - Operating	\$6,500.00	\$5,980.00	\$520.00	\$75,777.75	\$71,760.00	\$4,017.75	\$71,760.00
4010 - Late Fees	\$75.00	\$0.00	\$75.00	\$400.00	\$0.00	\$400.00	\$0.00
4020 - Collection Fee Income	\$0.00	\$0.00	\$0.00	\$1,083.40	\$0.00	\$1,083.40	\$0.00
4021 - Collection Fee Interest	\$0.00	\$0.00	\$0.00	\$214.11	\$0.00	\$214.11	\$0.00
<u>Total Assessments - Operating</u>	\$6,575.00	\$5,980.00	\$595.00	\$77,475.26	\$71,760.00	\$5,715.26	\$71,760.00
<u>Other Income</u>							
4580 - Other Income	\$0.00	\$0.00	\$0.00	\$12,010.00	\$0.00	\$12,010.00	\$0.00
4608 - Interest Income	\$0.42	\$0.00	\$0.42	\$5.23	\$0.00	\$5.23	\$0.00
<u>Total Other Income</u>	\$0.42	\$0.00	\$0.42	\$12,015.23	\$0.00	\$12,015.23	\$0.00
Total Income	\$6,575.42	\$5,980.00	\$595.42	\$89,490.49	\$71,760.00	\$17,730.49	\$71,760.00
Expense							
<u>Administration</u>							
6000 - Management Fees	\$1,240.00	\$833.37	(\$406.63)	\$8,880.00	\$10,000.00	\$1,120.00	\$10,000.00
6012 - Tax Prep & Other Accounting Services	\$0.00	\$0.00	\$0.00	\$825.00	\$0.00	(\$825.00)	\$0.00
6020 - Annual Corporate Report	\$0.00	\$41.63	\$41.63	\$61.25	\$500.00	\$438.75	\$500.00
6023 - Licenses and Fees	\$0.00	\$125.00	\$125.00	\$0.00	\$1,500.00	\$1,500.00	\$1,500.00
6031 - Office Expense	\$218.76	\$41.63	(\$177.13)	\$1,338.06	\$500.00	(\$838.06)	\$500.00
6040 - Bank Fees	\$0.00	\$41.63	\$41.63	\$0.00	\$500.00	\$500.00	\$500.00
6052 - Legal Fees	\$275.02	\$416.63	\$141.61	\$5,109.22	\$5,000.00	(\$109.22)	\$5,000.00
6080 - Miscellaneous	\$0.00	\$83.37	\$83.37	\$3,741.00	\$1,000.00	(\$2,741.00)	\$1,000.00
6121 - Contingency	\$0.00	\$1,713.37	\$1,713.37	\$3,350.00	\$20,560.00	\$17,210.00	\$20,560.00
6124 - Bad Debt	\$0.00	\$0.00	\$0.00	\$662.26	\$0.00	(\$662.26)	\$0.00
<u>Total Administration</u>	\$1,733.78	\$3,296.63	\$1,562.85	\$23,966.79	\$39,560.00	\$15,593.21	\$39,560.00
<u>Building</u>							
6200 - Building Maintenance	\$20.00	\$0.00	(\$20.00)	\$1,840.64	\$0.00	(\$1,840.64)	\$0.00
<u>Total Building</u>	\$20.00	\$0.00	(\$20.00)	\$1,840.64	\$0.00	(\$1,840.64)	\$0.00
<u>Grounds</u>							
6400 - Lawn Service	\$0.00	\$1,750.00	\$1,750.00	\$21,000.00	\$21,000.00	\$0.00	\$21,000.00
6492 - Irrigation Maintenance	\$0.00	\$0.00	\$0.00	\$155.00	\$0.00	(\$155.00)	\$0.00
6510 - Lake Maintenance	\$0.00	\$250.00	\$250.00	\$2,959.50	\$3,000.00	\$40.50	\$3,000.00
6520 - Fountain Maintenance	\$0.00	\$0.00	\$0.00	\$416.00	\$0.00	(\$416.00)	\$0.00
6598 - Hurricane Clean Up	\$0.00	\$0.00	\$0.00	\$400.00	\$0.00	(\$400.00)	\$0.00
<u>Total Grounds</u>	\$0.00	\$2,000.00	\$2,000.00	\$24,930.50	\$24,000.00	(\$930.50)	\$24,000.00
<u>Insurance</u>							
6621 - Insurance Expense	\$408.17	\$433.37	\$25.20	\$5,337.82	\$5,200.00	(\$137.82)	\$5,200.00
<u>Total Insurance</u>	\$408.17	\$433.37	\$25.20	\$5,337.82	\$5,200.00	(\$137.82)	\$5,200.00
<u>Security/Gate</u>							
6875 - Gate Maintenance	\$0.00	\$0.00	\$0.00	\$5,200.00	\$0.00	(\$5,200.00)	\$0.00
<u>Total Security/Gate</u>	\$0.00	\$0.00	\$0.00	\$5,200.00	\$0.00	(\$5,200.00)	\$0.00

SERENGETI COMMUNITY ASSOCIATION INC
Budget Comparison Report - OPERATING
12/1/2024 - 12/31/2024

	12/1/2024 - 12/31/2024			1/1/2024 - 12/31/2024			
	Actual	Budget	Variance	Actual	Budget	Variance	Annual Budget
<u>Utilities</u>							
6900 - Electric	\$110.66	\$83.37	(\$27.29)	\$1,989.09	\$1,000.00	(\$989.09)	\$1,000.00
6984 - Telephone	\$169.86	\$166.63	(\$3.23)	\$2,252.82	\$2,000.00	(\$252.82)	\$2,000.00
<u>Total Utilities</u>	\$280.52	\$250.00	(\$30.52)	\$4,241.91	\$3,000.00	(\$1,241.91)	\$3,000.00
 Total Expense	 \$2,442.47	 \$5,980.00	 \$3,537.53	 \$65,517.66	 \$71,760.00	 \$6,242.34	 \$71,760.00
 Operating Net Income	 \$4,132.95	 \$0.00	 \$4,132.95	 \$23,972.83	 \$0.00	 \$23,972.83	 \$0.00
Net Income	\$4,132.95	\$0.00	\$4,132.95	\$23,972.83	\$0.00	\$23,972.83	\$0.00