INDEX
This document contains the following:

Pages 1-4 | 2024 Budget
Pages 5-140 | Amended Master Declaration
Pages 141-145 | Amendment to Amended Declaration
Pages 146-151 | Assignment of Developer Rights
Pages 152-154 | Certificate of Amendment 2011-12-19
Pages 155-157 | Certificate of Amendment 2012-01-09
Pages 158-160 | Certificate of Amendment 2016-11-09
Pages 161-163 | Certificate of Amendment 2016-12-22
Pages 164-167 | Certificate of Amendment 2021-09-28
Pages 168-173 | Certificate of Board Resolution 2018-03-29
Pages 174-179 | Certificate of Recording 2019-06-18
Pages 180-266 | Master Declaration
Pages 267-278 | Rules & Regulations

Reflection Isles Master Associations, Inc. (RIMA)

c/o Alliant Association Management
13831 Vector Ave. Fort Myers, FL 33907
Office: 239-454-1101 Fax:239-454-1147

NOTICE OF BUDGET REVIEW MEETING

On this 23rd day of October 2023, NOTICE IS HEREBY GIVEN that in accordance with the bylaws of RIMA and the Florida Homeowners Association Act (FLS 720.303), the Board of Directors of RIMA will consider the attached budget and monthly assessments for the coming calendar year on the date, time, and place shown below:

Date: November 9th, 2023
Time: 6:30pm
Place: 11375 Reflection Isles Blvd Ft. Myers, FL, 33912 and ZOOM

Join via Zoom Meeting
https://us06web.zoom.us/j/6660288960?pwd=HfQ6bJKX6Vds196hScQvS8ZTD1UPNR.1

Meeting ID: 666 028 8960
Passcode: 533547
Find your local number: https://us06web.zoom.us/u/ki3Z9Lvr6

Dial by your location
(1-305-224-1968) • (1-301-715-8592) • (1-309-205-3325)

Agenda

The order of business for the Budget Meeting of the Board of Directors shall be as follows:

1. **Call to Order/Establish Quorum**
2. **Proof of Notice**
3. **New Business**
   a. Presentation/Review/Discussion of the 2024 RIMA Budget
4. **Open Forum**
5. **Adjournment**

Additions, deletions, and changes to this budget may take place between the date of this notice and the **formal adoption/approval by the RIMA BOD during their regular monthly board meeting scheduled for November 14th, 2023**. The Board will address all questions concerning the attached proposed budget at this meeting. Questions /Comments/Recommendations from residents will be limited to agenda items only and should not exceed 3 minutes.

On Behalf of the Board of Directors

Sincerely,

Charles Brown, LCAM
Alliant Association Management

Reflection Isles Master Association, Inc.
Proposed Budget 2024
FOR THE PERIOD: JANUARY 1, 2024 - DECEMBER 31, 2024

2023 Budget	7/31/2023 Actual	12/31/2023 Estimate	Account	Description	2024 Budget	2024 Per Unit Monthly
$1,377,252.96	$801,409.07	$1,373,844.12	6310	Maintenance Fee Income	$1,779,745.80	$278.78
$87,884.88	$51,266.18	$87,884.88	6315	Reserve Assessment Income	$197,983.30	$31.01
	$14,771.36	$25,322.33	6320	Capital Contribution		
	$3,082.42	$5,284.15	6325	Late Fee Income		
	$1,115.00	$1,911.43	6335	Collection Admin Fee		
	$725.76	$1,244.16	6340	Owners Interest		
	$2,755.00	$4,722.86	6350	Gate & Access Fee		
	$1,350.00	$2,314.29	6355	Misc Income		
	$701.79	$1,203.07	6360	Operating Interest Income		
	$900.00	$1,542.86	6375	ARC Fee Income		
	$1,350.00	$2,314.29	6380	Rental Income		
$716,609.56	$418,022.22	$716,609.52	6395	Lawn/Mulch Assessment	$615,139.11	$96.36
$2,181,747.40	**$1,297,448.80**	**$2,224,197.94**		**Income Total**	**$2,592,868.21**	**$406.15**
$300.00	$0.00	$0.00	7010	Bank Charges	$300.00	$0.05
$500.00	$0.00	$0.00	7015	ARC Expenses	$500.00	$0.08
$62.00	$0.00	$0.00	7020	Annual Corporate Fee	$62.00	$0.01
$7,250.00	$2,396.48	$4,108.25	7025	Social Events	$7,250.00	$1.14
$5,000.00	$540.00	$925.71	7030	Legal Fees General Counsel	$5,000.00	$0.78
$7,000.00	$106.07	$181.83	7035	Meetings	$2,000.00	$0.31
$6,800.00	$0.00	$6,800.00	7040	Audit	$6,800.00	$1.07
$5,000.00	$0.00		7041	Reserve Study	$5,000.00	$0.78
$300.00	$300.00	$300.00	7050	Taxes Preparation	$300.00	$0.05
$200.00	$1,695.20	$2,906.06	7055	Website	$2,850.00	$0.45
$1,500.00	$1,075.35	$1,075.35	7060	Permits & Licenses	$1,500.00	$0.23
$6,700.00	$7,917.34	$13,572.58	7065	Office Expenses	$10,000.00	$1.57
$98,688.00	$51,030.41	$87,480.70	7070	Management Fees	$149,877.00	$23.48
$2,500.00	$0.00	$0.00	7075	Election Expenses	$2,500.00	$0.39
$30,000.00	$18,737.41	$36,742.41	7110	Insurance	$50,000.00	$7.83
$0.00	$4,702.33	$4,702.33	7115	Contingency	$25,000.00	$3.92
$171,800.00	**$88,500.59**	**$158,795.23**		**Administrative Total**	**$268,939.00**	$42.13
$13,650.00	$38,894.14	$66,675.67	8010	Building Maint - Clubhouse	$13,650.00	$2.14
$13,650.00	**$38,894.14**	**$66,675.67**		**Clubhouse Total**	**$13,650.00**	$2.14
$189,602.40	$110,597.48	$189,595.68	8110	Estate Lawn Maintenance	$160,702.50	$114.46
$25,418.00	$0.00	$25,418.00	8115	Estate Mulch	$25,418.00	$18.10
$32,877.60	$19,176.15	$32,873.40	8180	Townhouse Lawn	$28,327.78	$44.54
$2,666.00	$0.00	$2,666.00	8185	Townhouse Mulch	$2,666.00	$4.19
$372,567.48	$217,334.04	$372,572.64	8210	Executive Lawn Maintenance	$316,389.16	$84.51
$41,086.00	$0.00	$41,086.00	8215	Executive Mulch	$41,086.00	$10.97
$47,314.08	$27,594.56	$47,304.96	8280	Villas Lawn Maintenance	$35,471.67	$59.12
$5,078.00	$0.00	$5,078.00	8285	Villas Mulch	$5,078.00	$8.46
$716,609.56	**$374,702.23**	**$716,594.68**		**Lawn Maintenance (All) Total**	**$615,139.11**	$96.36
$4,500.00	$6,472.17	$11,095.15	8310	Gate Repairs	$4,500.00	$0.70
$500.00	$2,713.80	$2,713.80	8315	Gate Fobs	$2,713.80	$0.43
$30,000.00	$11,800.94	$20,230.18	8410	Janitorial	$19,908.00	$3.12
$3,500.00	$1,138.62	$1,951.92	8415	Janitorial Supplies	$3,500.00	$0.55
$56,200.00	$32,807.52	$56,241.46	8480	Sec/Access Control	$74,496.00	$11.67
$13,200.00	$0.00	$0.00	8485	Clubhouse/Pool Access	$5,400.00	$0.85
$107,900.00	**$54,933.05**	**$92,232.51**		**Maintenance (All) Total**	**$110,517.80**	$17.31
$14,000.00	$26,404.93	$45,265.59	8510	Water/Sewer	$46,030.00	$7.21
$591,618.00	$340,358.29	$591,748.29	8515	Cable	$668,000.00	$104.64
$72,000.00	$64,592.25	$110,729.57	8520	Electricity - General	$122,000.00	$19.11
$0.00	$0.00	$0.00	8525	Gate Internet	$0.00	$0.00
$677,618.00	**$431,355.47**	**$747,743.46**		**Utilities Total**	**$836,030.00**	$130.96
$88,200.96	$43,599.90	$70,534.90	8610	Landscape Contract	$143,063.00	$22.41
$6,084.00	$0.00		8611	Mulch	$6,084.00	$0.95
$7,500.00	$4,710.00	$4,710.00	8615	Landscape Non-Contract	$7,500.00	$1.17
$42,500.00	$81,251.00	$81,251.00	8620	Tree Trimming	$75,000.00	$11.75
$25,000.00	$2,401.02	$4,116.03	8625	Irrigation Repairs	$7,000.00	$1.10
$50,000.00	$0.00	$0.00	8626	Change 4" to 6" Sprinkler Heads	$30,400.00	$4.76
$4,000.00	$0.00	$0.00	8630	Irrigation Pump/Wells	$4,000.00	$0.63
$13,000.00	$6,026.00	$12,052.00	8635	Preserve Maint.	$13,000.00	$2.04
$22,500.00	$21,405.46	$36,695.07	8640	Lake Maint.	$25,680.00	$4.02
$20,000.00	$10,185.84	$17,410.84	8710	Pool Contract	$18,336.00	$2.87
$15,000.00	$10,390.14	$17,811.67	8715	Pool Supplies & Repairs	$15,000.00	$2.35

$500.00	$1,320.00	$2,262.86	8720	Pool Misc.	$2,000.00	$0.31	
$500.00	$3,487.07	$5,977.83	8810	Common Area Misc.	$5,000.00	$0.78	
$4,000.00	$3,448.83	$5,912.28	8815	Exercise Room	$4,000.00	$0.63	
$1,000.00	$90.00	$154.29	8820	Fountain Repairs	$1,000.00	$0.16	
$4,000.00	$2,174.12	$2,174.12	8825	Aeration Maintenance Contract	$4,046.00	$0.63	
$2,500.00	$1,007.22	$1,726.66	8830	Maintenance	$2,500.00	$0.39	
$306,284.96	**$191,496.60**	**$262,789.56**		**Landscape/Irrigation Total**	**$363,609.00**	**$56.96**	
$100,000.00	$8,201.42	$8,201.42	8915	Irrigation Rebuild	$187,000.00	$29.29	
$100,000.00	**$8,201.42**	**$8,201.42**		**Defferred Expenditures Total**	**$187,000.00**	$29.29	
$5,000.00	$2,916.69	$5,000.04	9005	Deep Lake Mgmt	$5,000.00	$0.78	
$16,700.00	$9,741.69	$16,700.04	9006	City Grey Water	$16,700.00	$2.62	
$10,611.00	$6,189.75	$10,611.00	9007	Pool Resurfacing	$17,500.00	$2.74	
			9008	Pool Deck Pavers	$0.00	$0.00	
			9009	Pool/Spa- Mandatory	$100.00	$0.02	
$3,198.71	$1,865.92	$3,198.72	9010	Roof-Mandatory	$3,198.71	$0.50	
$4,252.94	$2,480.87	$4,252.92	9015	Painting Mandatory	$4,252.94	$0.67	
$11,368.98	$6,631.87	$11,368.92	9020	Pavement - Mandatory	$11,368.98	$1.78	
$1,011.45	$590.03	$1,011.48	9025	Pool Heaters	$1,011.45	$0.16	
			9028	HVAC Clubhouse/Guardhouse	$17,000.00	$2.66	
$6,338.24	$3,697.33	$6,338.28	9030	Clubhouse Pool Furn - Mandatory	$6,338.24	$0.99	
$3,332.70	$1,944.04	$3,332.64	9035	Entry Gates - Mandatory	$3,332.70	$0.52	
$10,057.70	$5,866.98	$10,057.68	9040	Irrigation Pump/Wells -Mandatory	$10,057.70	$1.58	
			9041	Irrigation Control Panels	$0.00	$0.00	
			9042	Irrigation Housing	$0.00	$0.00	
			9043	Irrigation Well & Misc Equip	$0.00	$0.00	
			9044	Exterior Lighting	$0.00	$0.00	
$1,061.32	$619.08	$1,061.28	9045	Fountains -Mandatory	$1,061.28	$0.17	
$2,832.12	$1,652.07	$2,832.12	9050	Tennis/Basketball -Mandatory	$2,941.58	$0.46	
			9051	Tennis Restrooms Int Re/Repl	$0.00	$0.00	
			9052	Fitness Room Equipment	$0.00	$0.00	
			9053	Playground	$0.00	$0.00	
			9054	Clubhouse Interior Repl/Renov	$0.00	$0.00	
$1,791.84	$1,045.24	$1,791.84	9055	Walls & Fences -Mandatory	$1,791.84	$0.28	
			9056	Guardhouse Interior Repl/Renov	$0.00	$0.00	
			9057	Lake Bank Restoration	$0.00	$0.00	
$6,547.93	$3,819.62	$6,547.92	9060	Tree/ Shrub Replacement-Mandato	$6,547.93	$1.03	
$3,779.95	$2,205.00	$3,780.00	9065	Concrete Restoration	$3,779.95	$0.59	
	$0.00	$0.00	9070	Playground Equipment	$86,000.00	$13.47	
	$0.00	$0.00	9075	Entrance Pavers	$0.00	$0.00	
$87,884.88	**$51,266.18**	**$87,884.88**		**Reserve Expense Total**	**$197,983.30**	$31.01	
$2,181,747.40	**$1,239,349.68**	**$2,140,917.41**		**Total**	**$2,592,868.21**		
$285.39				Townhouse Assessment	$358.53		$73.14
$316.82				Villa Assessment	$377.38		$60.56
$382.65				Estates Assessments	$442.36		$59.71
$339.99				Executive Assessment	$405.27		$65.28

Reflection Isles

SCHEDULE OF RESERVES FOR CAPITAL EXPENDITURE AND DEFERRED MAINTENANCE

For the Period: January 1, 2024 to December 31, 2024

	Component	Est. Remaining Life 2020	Current Est. Remaining Useful Life	Est. Replacement Cost	1/1/2023 Beginning Balance	YTD Allocations	2023 YTD Disbursements	12/31/2023 Estimated Balance	2024 Funding
9005	Deep Lake Mgmt		0		-$37,904.60	**$5,000.00**		-$32,904.60	$5,000.00
9006	City Gray Water Hookups	5	2	$125,000.00	$41,757.34	**$16,700.00**		$58,457.34	$16,700.00
9007	Pool Resurfacing		0			**$10,611.00**		$10,611.00	$17,500.00
9008	Pool Deck Pavers	23	20	$58,100.00	$8,467.12		$6,030.00	$2,437.12	$0.00
9009	Pool/Spa	8	5	$41,900.00	$27,553.55		$3,097.50	$24,456.05	$100.00
9010	Roof	18	15	$69,930.00	$18,750.69	**$3,198.71**		$21,949.40	$3,198.71
9015	Painting Fund	2	0	$17,000.00	$17,000.11	**$4,252.94**		$21,253.05	$4,252.94
9020	Pavement	14	11	$546,000.00	$209,822.69	**$11,368.98**	$6,225.00	$214,966.67	$11,368.98
9025	Pool Heaters	3	0	$14,700.00	-$1,068.62	**$1,011.45**		-$57.17	$1,011.45
9026	Pool Equipment	0	0	$2,000.00	$3,697.89			$3,697.89	$0.00
9027	FACP & Fire Audio/Vis	24	21	$40,000.00	$3,998.88			$3,998.88	$0.00
9028	HVAC - Clubhouse/Guardhouse	5	2	$31,800.00	$1,464.88			$1,464.88	$17,000.00
9030	Clubhouse/Pool Furniture	3	0	$25,000.00	$28,315.35	**$6,338.24**	$105.44	$34,548.15	$6,338.24
9035	Entry Gates	2	0	$17,000.00	$15,000.00	**$3,332.70**		$18,332.70	$3,332.70
9040	Irrigation Pumps/Wells	6	3	$78,000.00	-$33,568.52	**$10,057.70**	$7,067.61	-$30,578.43	$10,057.70
9041	Irrigation Control Panels	18	15	$60,000.00	$1,940.16			$1,940.16	$0.00
9042	Irrigation Housing	23	20	$10,000.00	$857.88			$857.88	$0.00
9043	Irrigation Well & Misc Equip	18	15	$30,000.00	$2,999.88			$2,999.88	$0.00
9044	Exterior Lighting	15	12	$20,400.00	$10,415.00			$10,415.00	$0.00
9045	Fountains	0	0	$18,000.00	$14,999.99	**$1,061.32**		$16,061.31	$0.00
9050	Tennis/Basketball Court	14	11	$60,000.00	$20,000.00	**$2,832.12**	$7,539.77	$15,292.35	$1,061.28
9051	Tennis Restrooms Int Rep/Repl	5	2	$5,500.00	$1,649.88			$1,649.88	$2,941.58
9052	Fitness Room Equipment	6	3	$2,000.00	$18,749.88			$18,749.88	$0.00
9053	Playground Equipment	13	10	$45,000.00	$6,750.00			$6,750.00	$86,000.00
9054	Clubhouse Interior Replace & Renov	3	0	$5,000.00	$8,027.78			$8,027.78	$0.00
9055	Walls & Fences	23	20	$64,860.00	$21,791.80	**$1,791.84**		$23,583.64	$1,791.84
9056	Guardhouse Interior Replace & Renov	0	0	$2,850.00	$4,500.00			$4,500.00	$0.00
9057	Lake Bank Restoration	1	0	$50,000.00	$28,331.88			$28,331.88	$0.00
9060	Tree/Shrub Replacement	0	0	$10,000.00	$59,226.76	**$6,547.93**	$2,670.00	$63,104.69	$6,547.93
9065	Concrete Restoration	4	1	$149,877.00	-$1,890.24	**$3,779.95**	$275.00	$1,614.71	$3,779.95
9075	Pavement Entry Pavers	32	29	$33,320.00	$80,908.64		$6,810.00	$74,098.64	$0.00
9080	Deferred Maintenance		0	$25,000.00	$0.00			$0.00	$0.00
	Irrigation Rebuild				$125,000.00			$125,000.00	
	Interest	N/A	0	$0.00	$12,182.02	$3,431.81		$15,613.83	$0.00
					$719,728.07	$91,316.69	$39,820.32	$771,224.44	$197,983.30

INSTR # 2006000270400, Doc Type RES, Pages 136, Recorded 07/10/2006 at 08:20 AM, Linda Doggett, Lee County Clerk of Circuit Court, Rec. Fee $1157.50
Deputy Clerk MHODGE

This Instrument was prepared by:

Steven P. Kushner, Esquire
Becker & Poliakoff, P.A.
14241 Metropolis Avenue
Fort Myers, Florida 33912

AMENDED AND RESTATED MASTER DECLARATION

OF

COVENANTS AND RESTRICTIONS

FOR

REFLECTION ISLES

THIS AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS AND RESTRICTIONS FOR REFLECTION ISLES (the "Declaration"), made this _____ day of _____, 2006, by ACACIA CREDIT FUND 9-A L.L.C., a Delaware limited liability company, hereinafter referred to as "Acacia," and by TOUSA Homes, Inc., a Florida corporation, hereinafter referred to as "TOUSA."

W I T N E S S E T H:

WHEREAS, the original Master Declaration Of Covenants And Restrictions For Reflection Isles was recorded as Document Number 2005000046532 in the Public Records of Lee County, Florida, on September 29, 2005; and

WHEREAS, that Master Declaration Of Covenants And Restrictions For Reflection Isles, and all of its recorded Exhibits are hereby amended in part and restated in their entirety as amended; and

WHEREAS, the parcel of land subject to this Declaration and the improvements located thereon are located in Lee County, Florida, legally described on Exhibit "A" hereto (the "Property") which has been developed with a housing development for the common use and enjoyment of the owners of the Lots (hereinafter defined) within the Property pursuant to a general plan of development, such development known as "Reflection Isles"; and

WHEREAS, TOUSA intends to purchase and develop Reflection Isles, a planned residential community as hereinafter defined, and in connection therewith, TOUSA and Acacia desire to impose

Order: 11221122 Page 1 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

the restrictions and protective covenants as set forth in this Declaration upon Reflection Isles, hereinafter defined as the "Property," described in Exhibit "A," all as more specifically hereinafter set forth; and

WHEREAS, Acacia is the owner of the Property, and TOUSA has the right to purchase the Property from Acacia pursuant to that certain Option Agreement dated July 21, 2004 (the "Option Agreement"), entered into by and between Acacia, as Optionor, and TOUSA, as Optionee, as evidenced by that certain Memorandum of Option recorded in Official Records Book 4376, Page 359, of the Public Records of Lee County, Florida; and

WHEREAS, the Property is hereby subjected to the restrictions and protective covenants hereinafter set forth, each and all of which are for the benefit of such property and for each present and future owner, and such restrictions and protective covenants shall apply to and bind every present and future owner of the Property and their heirs, successors and assigns.

NOW, THEREFORE, Acacia and TOUSA hereby declare, subject to prior easements, restrictions, reservations and limitations of record, that the Property described in Exhibit "A" are and shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth (sometimes referred to as "Covenants and Restrictions"):

ARTICLE I
DEFINITIONS

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

Section 1.1 "Acacia" shall mean and refer to Acacia Credit Fund 9-A L.L.C., a Delaware limited liability company.

Section 1.2 "Architectural Review Board" or "ARB" shall mean and refer to the board being the entity responsible for the enforcement of development review and architectural control as more particularly set forth in Article X of this Declaration.

Section 1.3 "Articles" shall mean and refer to the Articles of Incorporation of the Master Association as filed with the Secretary of State of Florida, as amended from time to time, a copy of which is attached hereto as Exhibit "C".

Section 1.4 "By-Laws" shall mean and refer to the By-Laws of the Master Association, as amended from time to time, a copy of which is attached hereto as Exhibit "D".

Section 1.5 "Common Areas" shall mean all property located within Reflection Isles (as hereinafter defined) which is designed and intended for the common, non-exclusive use of the Owners (also as hereinafter defined), including but not limited to those areas designated as Common Areas and recreation area(s) on the Plat of Reflection Isles, according to the Plat

Order: 11221122 Page 2 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

thereof, recorded or to be recorded in the Public Records of Lee County, Florida; together with, if applicable and to the extent provided herein, all private roadways, Mitigation and Preserve Areas, any structural berms which provide for the buffering of the Mitigation and Preserve Areas, entry features, signs erected by Developer to identify Reflection Isles, the main gate house, the gate facilities, any and all drainage, retention areas and facilities, and any special design or landscaping features as long as the aforesaid items abut the aforesaid property even if lying outside of the boundaries of Reflection Isles (such as landscaping and median strips) and such similar items or property which may hereafter be added by Supplement to the Declaration regardless of whether any such items are capable of being legally described or lie within dedicated areas or abut the Property (as hereinafter defined); together with the landscaping and any improvements thereon, including, without limitation, all structures, recreational facilities, open space, off-street parking areas, sidewalks, street lights, entrance features, and any boundary wall or other visual screen now or hereafter constructed along the perimeter of Reflection Isles, but excluding any public utility installations thereon, all portions of any Community Systems (as defined below) not made Common Areas pursuant to Article IV, Section 4.7 hereof, and any other property of Developer not intended to be made Common Areas. Developer shall have the right, subject to obtaining all required governmental approvals and permits, to construct on the Common Areas such facilities as Developer deems appropriate. The timing and phasing of all such construction shall be solely within the discretion of Developer.

Developer will endeavor to specifically identify (by recorded legal description, signage, physical boundaries, site plans or other means) the Common Areas of Reflection Isles, but such identification shall not be required in order for a portion of Reflection Isles to be a Common Area hereunder. Without limiting the generality of Section 1.23 of this Article I, in the event that Developer determines that a particular portion of Reflection Isles is or is not a Common Area hereunder (in the manner provided in said Section 1.23), such determination shall be binding and conclusive.

It is specifically contemplated that the Common Areas may change from time to time in connection with changes in development plans and other factors not now known. Accordingly, reference in this Declaration to the Common Areas shall be deemed to refer to same as they may exist as of the relevant time.

Section 1.6 "Community Systems" shall mean and refer to any and all cable television, telecommunication, security, alarm, irrigation, irrigation wells, sprinkler or other lines, pipes, conduits, wires, amplifiers, towers, antennae, equipment, materials, installations and fixtures (including those based on, containing or serving future technological advances not now known) installed by Developer or pursuant to any grant of easement or authority by Developer within the Property and serving more than one Lot or Unit.

Section 1.7 "Declaration" or "Master Declaration" shall mean and refer to this Master Declaration of Covenants and Restrictions for Reflection Isles.

Section 1.8 "Developer" shall mean and refer to TOUSA, its successors and such of its assigns as to which the rights of Developer hereunder are specifically assigned in accordance

Order: 11221122 Page 3 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM 7
Doc: FLLEEX:2006 00270400

with the provisions hereof. Developer may assign all or a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of Reflection Isles, only pursuant to a written assignment executed by Developer expressly assigning such rights, and recorded in the Public Records of Lee County, Florida. In the event of such a partial assignment, the assignee shall not be deemed Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis. So long as the Option Agreement remains in effect, any assignment of Developer's rights under this Declaration shall require the prior written consent of Acacia. Any purported assignment without such consent shall be deemed void and of no force and effect. Notwithstanding the foregoing, in the event the Option Agreement is terminated prior to the purchase by TOUSA from Acacia of all the Lots, Acacia shall automatically become the Developer under this Declaration in which event all references to Developer shall thereafter mean and refer only to Acacia or its successors or assigns, and after which event TOUSA (or its successors or assigns) shall no longer be Developer under this Master; provided however, that Acacia shall not be liable to any Member or any other person for any act or omission of the Developer including, without limitation, Developer's failure to pay any amounts owing or to be paid or reserved for hereunder or as may otherwise be required by statute or at law or to perform any act or obligation required to be performed by Developer hereunder or as otherwise required by statute or law, arising prior to the date Acacia succeeds to Developer's rights hereunder; and Acacia shall assume the obligations under this Master only for matters and obligations arising or to be performed from and after the date Acacia succeeds to Developer's rights hereunder; and Acacia is hereby released and discharged from any and all obligations under this Declaration accruing prior to the date Acacia succeeds to Developer's rights hereunder.

Section 1.9 "Lot" and "Residential Lot" shall mean and refer to any lot or tract, which is not a Common Area, on the plat of Reflection Isles, which plat is designated by Developer (and Acacia, so long as the Option Agreement is in effect) hereby or by any other recorded instrument to be subject to these covenants and restrictions, any such lot or tract shown upon any resubdivision of any such plat, and any other property hereafter declared a Lot by Developer (and Acacia, so long as the Option Agreement is in effect) and thereby made subject to this Declaration. In no event, however, shall any portion of a Community System be deemed part of a Lot unless and until same is made such pursuant to Article IV, Section 4.7 hereof. Each Lot hereunder shall be a "Residential Lot".

Section 1.10 "Master Development Plan" shall mean and refer to that certain Plan for Development of Reflection Isles as set forth in Article II of this Declaration, as may be amended from time to time in the sole and absolute discretion of Developer (and Acacia, so long as the Option Agreement is in effect).

Section 1.11 "Master Association" shall mean and refer to Reflection Isles Master Association, Inc., a Florida corporation not for profit, being the entity responsible for the administration and enforcement of, and performance of certain duties under, this Declaration.

Section 1.12 "Member" shall mean and refer to each Owner of a Lot or Unit who holds title to property which is subject to the terms and provisions of this Declaration.

Order: 11221122 Page 4 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

Section 1.13 "Mitigation and Preserve Areas" shall mean the on-site mitigation and preserve areas as set forth in the U.S. Army Corps of Engineers Permit No. SAJ-2002-2401 (IP-TWM) and the South Florida Water Management District Permit No. 36-04507-P for the development of the Property. The Mitigation and Preserve Areas are depicted on Exhibit "B" of this Declaration.

Section 1.14 "Option Agreement" shall mean and refer to that certain Option Agreement dated July 21, 2004, entered into by and between Acacia, as Optionor, and TOUSA, as Optionee, as evidenced by the certain Memorandum of Option recorded in Official Records Book 4376, Page 359, of the Public Records of Lee County, Florida.

Section 1.15 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Unit situated upon the Property.

Section 1.16 "Plat of Reflection Isles" shall mean and refer to that certain Plat of Reflection Isles, as recorded or to be recorded in the Public Records of Lee County, Florida, as same may be amended and replatted from time to time.

Section 1.17 "Reflection Isles" and "the Property" shall mean and refer to all that certain real property currently subject to this Declaration, and all additions thereto as are hereafter made subject to this Declaration, except such as are withdrawn from the provisions hereof in accordance with the procedures set forth in this Declaration.

Section 1.18 "Supplement" shall mean and refer to a document, and the exhibits attached thereto, executed by Developer and recorded in the Public Records whereby additional property shall be submitted to this Declaration, pursuant to Section 2.3 of Article II.

Section 1.19 "Surface Water Management System" shall mean and refer to a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, Florida Administrative Code, as amended from time to time.

Section 1.20 "Townhome Parcels" shall mean and refer to Lots ___ through ___, inclusive, Lots 40 through 91, inclusive, Lots 140 through 195, inclusive, and Lots 450 through 517, inclusive, all of the Plat of Reflection Isles, recorded in Plat Book _____, Page _____, of the Public Records of Lee County, Florida.

Section 1.21 "Unit" shall mean and refer to any unit constructed on a Lot upon which a Certificate of Occupancy has been obtained or any unit planned to be constructed on a Lot (whether separately owned or rented by the Owner of such Lot and whether such unit is located in or constitutes a single-family home,-or multi-family building), which land is designated by

Order: 11221122 Page 5 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

Developer (and Acacia, so long as the Option Agreement is in effect) by recorded instrument to be subject to this Declaration. Notwithstanding any of the foregoing, no portion of any Community System shall be deemed to be part of a Unit unless and until same is made such pursuant to Article IV, Section 4.7 hereof, if at all.

Section 1.22 "Villa Parcels" shall mean and refer to Lots 24 through 39, inclusive, Lots 92 through 101, inclusive, Lots 262 through 279, inclusive, Lots 404 through 449, inclusive, and Lots 518 through 547, inclusive, all of the Plat of Reflection Isles, recorded in Plat Book _____, Page _____, of the Public Records of Lee County, Florida.

Section 1.23 Interpretation and Flexibility. In the event of any ambiguity or question as to whether any person, entity, property or improvement falls within any of the definitions set forth in this Article I, the determination made by Developer in such regard (as evidenced by a recorded Supplement to this Declaration stating same) shall be binding and conclusive. Moreover, Developer (and Acacia, so long as the Option Agreement is in effect) may, also by way of a Supplement to this Declaration, alter or amend the application of any portion of this Declaration as to any specified portion(s) of Reflection Isles in order to reflect any unique characteristics thereof; provided that such altered or amended application may not go so far as to be unequivocally contrary to the overall, uniform scheme of development for Reflection Isles contemplated in this Declaration.

All references in this instrument to recording data refer to the Public Records of Lee County, Florida (the "Public Records").

ARTICLE II
PLAN FOR DEVELOPMENT OF REFLECTION ISLES

Section 2.1 Legal Description. The Property that shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Lee County, Florida, and is more particularly described in Exhibit "A" attached hereto and shall constitute Reflection Isles.

Section 2.2 General Plan for Development. Developer presently plans to develop The Property as a planned residential development which includes single family homes, villa homes and townhomes. Developer desires to foster the development of Reflection Isles as a residential community, sharing and benefiting from certain amenities, values and facilities, which include the Common Areas. The Master Association has been formed to maintain and operate the Common Areas for the benefit of the Members and Owners and for other purposes as more particularly described in this Declaration.

Section 2.3 Additional Property. Developer shall have the right and power, but neither the duty nor obligation, in its sole and absolute discretion (subject to the provisions of this Section 2.3), and by its sole act, to add property to this Declaration, by the execution and recording in the Public Records of a Supplement. So long as the Option Agreement is in effect, any such Supplement to the Declaration provided for herein shall also require the prior

Order: 11221122 Page 6 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

written consent of Acacia, and any such Supplement recorded without Acacia's consent shall be deemed null and void and of no force and effect.

Section 2.4 Withdrawal. For a period of ten (10) years from the date of recordation of this Declaration, the Developer shall be entitled to withdraw any portion of the Property from the provisions and applicability of this Declaration and the Articles and By-Laws attached hereto, by recording a notice thereof in the Public Records; provided, however, that this right of Developer to withdraw shall not apply to any portions of the Property which have been conveyed by Developer unless the transferee of such conveyance agrees to such withdrawal. The withdrawal of any portion of the Property as hereinabove stated shall not require the consent or joinder of any other party (subject to the provisions of this Section 2.4), including any Member, the Master Association, or any mortgagee thereof. Further, said withdrawal shall not be construed to prevent the Developer from developing the same property, at a later time, and Developer may, in Developer's sole discretion, submit same to this Declaration. So long as the Option Agreement is in effect, the withdrawal of any portion of the Property provided for herein shall also require the prior written consent of Acacia, and any such notice withdrawing any portion of the Property recorded without Acacia's consent shall be deemed void and of no force and effect.

Section 2.5 Dissolution. In the event of the dissolution of the Declaration, other than incident to a merger or consolidation, the Master Association's assets shall be conveyed to a public body, or conveyed to a non-profit organization with similar purposes. Any Member may petition the local Circuit Court for the appointment of a receiver to manage the affairs of the dissolved Master Association and to manage the Property, in place and instead of said Master Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Master Association and the Property.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS IN THE MASTER ASSOCIATION

Section 3.1 Membership. The members of the Master Association shall be comprised of the Owners. Notwithstanding the foregoing, any such person or entity who holds title to any Lot or Unit merely as security for the performance of an obligation shall not be a Member. Each Owner shall be entitled to the benefit of, and be subject to the provisions of this Declaration, as it may be amended from time to time.

Section 3.2 Board of Directors. The Master Association shall be governed by its Board of Directors, which shall be appointed, designated or elected, as the case may be, as set forth in the Articles and By-Laws.

Section 3.3 Voting Rights. The Master Association shall have two (2) classes of Voting Members, each to be selected and to cast the numbers of votes set forth below:

Class A. The Class A Voting Members shall be all Owners. Each Class A Voting Member shall be entitled to one (1) vote for each Lot or Unit owned.

Order: 11221122 Page 7 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

Class B. Until converted to Class A Memberships as provided below, the Class B Voting Members shall be Developer and Acacia. The Class B Voting Members shall be entitled to one (1) vote, plus two (2) votes for each vote which the Class A Members are entitled to cast from time to time, for each Lot or Unit owned by Developer or Acacia, provided that the Class B Membership shall cease and terminate and be converted to Class A Memberships one (1) year after the last Lot or Unit within Reflection Isles has been sold and conveyed to an Owner other than Developer or Acacia and all other portions of Reflection Isles have been conveyed by Developer, or at any time prior to that date at the election of Developer, provided, however, that so long as the Option Agreement is in effect and Acacia still owns any Lot or Unit, Developer may not elect to terminate the Class B Membership without the prior written consent of Acacia.

Section 3.4 General Matters. When reference is made to this Declaration, or in the Articles of Incorporation or By-Laws of the Master Association or other relevant documents, to a majority or specific percentage of Members, such reference shall be deemed to be a majority or specific percentage of the votes which each voting Member is entitled to cast at a duly constituted meeting thereof (i.e., one for which proper notice has been given and at which a quorum exists). To the extent lawful, the foregoing shall apply to, without limitation, the establishment of a quorum at any applicable meeting.

ARTICLE IV
COMMON AREAS; CERTAIN EASEMENTS; COMMUNITY SYSTEMS

Section 4.1 Ownership. The Common Areas are hereby dedicated to the joint and several use, in common, of Developer and the Owners of all Lots and Units that may from time to time constitute part of the Property, in the manner specified in this Declaration, and all of Developer's and such Owners' respective lessees, guests and invitees, all as provided and regulated herein or otherwise by the Master Association. When all improvements proposed by Developer to be constructed within the Property have been completed and conveyed to purchasers (if applicable), or sooner at Developer's option (exercisable from time to time as to any portion or all of the Common Areas), Developer, or its successors and assigns, shall convey and transfer (or cause to be conveyed and transferred), by quit claim deed, the record fee simple title to the Common Areas to the Master Association, and the Master Association shall accept such conveyance, holding title for the Owners and Members as stated in the preceding sentence. The Master Association shall be responsible for the maintenance, insurance, taxes, if any, and operation of all Common Areas (whether or not conveyed or to be conveyed to the Master Association) in a continuous and satisfactory manner.

Notwithstanding anything contained herein to the contrary, Developer shall have the unfettered right from time to time to enter upon the Common Areas and other portions of the Property (including, without limitation, Lots and Units) for the purpose of the installation, construction, reconstruction, repair, replacement, operation, expansion and/or alteration of any improvements or facilities (including, without limitation, Community Systems) on the Common Areas or elsewhere in the Property that Developer as appropriate, elects to effect, without the necessity of securing any approval, consent or other permission from the Master Association, the ARB or any other entity as might otherwise be required by this Declaration, and Developer shall

Order: 11221122 Page 8 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

have the right to use the Common Areas for sales, displays and signs during the period of construction and sale of any of the land owned by Developer or Acacia within Reflection Isles.

THE MASTER ASSOCIATION SHALL ALSO ASSUME RESPONSIBILITY FOR THE MITIGATION AND MONITORING REQUIREMENTS FOR THE MITIGATION AND PRESERVE AREAS SET FORTH IN U.S. ARMY CORPS OF ENGINEERS PERMIT NO. SAJ-2002-240/(IP-TWM) AND SOUTH FLORIDA WATER MANAGEMENT DISTRICT PERMIT NO. 36-04507-P ISSUED FOR THE PROPERTIES, AND FOR THE WATER QUALITY MONITORING AND REPORTING FOR THE MITIGATION AND PRESERVE AREAS REQUIRED PURSUANT TO SOUTH FLORIDA WATER MANAGEMENT DISTRICT PERMIT NO. 36-04507-P AND ORDINANCE NO. 3204 OF THE CITY OF FORT MYERS, FLORIDA, GRANTING A PLANNED UNIT DEVELOPMENT FOR THE PROPERTIES. A COPY OF THE WATER QUALITY MONITORING AND REPORTING REQUIREMENTS ARE ATTACHED AS EXHIBIT "E" TO THIS DECLARATION.

Section 4.2 Owners' and Members' Easements. Each Member and Owner, and their respective tenants, agents and invitees, shall have a permanent and perpetual non-exclusive easement for the use and enjoyment of all Common Areas in common with all other such Members of the Master Association, and Owners, their tenants, agents and invitees, subject to this Declaration.

Rights of use with respect to the recreation facilities, if any, may be evidenced by the issuance of membership cards to all persons entitled to use the recreation facilities. All such persons may be required to pay a reasonable charge annually for the issuance of such card and any replacement thereof as determined from time to time by the Master Association.

In addition to the foregoing, the Master Association may require that vehicles of all or certain types of Owners bear appropriate decals and may charge a reasonable fee for such decals.

All rights of use and enjoyment are subject to the following:

(a) Easements over and upon the Common Areas in favor of the Master Association and their members, provided, however, that this subsection shall not in itself be deemed to grant any easements or use rights which are not specifically granted elsewhere herein or in any other documents to which the Property (or any applicable portion(s) thereof) is now or hereafter made subject.

(b) The right and duty of the Master Association to levy assessments against each Lot and Unit for the purpose of maintaining the Common Areas and facilities in compliance with the provisions of this Declaration, and with the restrictions on the Plat of Reflection Isles.

(c) The right of the Master Association to suspend the right of an Owner and his designees to use the Common Areas (except for legal access) and common facilities for any period during which any applicable assessment remains unpaid; and for a period not to exceed sixty (60) days for any infraction of lawfully adopted and published rules and regulations.

Order: 11221122 Page 9 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

(d) The right of the Master Association to charge reasonable admission and other fees for the use of any recreational facility situated on the Common Areas, provided that such right is now or hereafter granted to or adopted by the Master Association.

(e) The right of the Master Association to adopt, at any time and from time to time, and enforce rules and regulations governing the use of the Common Areas and all facilities at any time situated thereon, including the right to fine Members as elsewhere provided herein. Any rule and/or regulation so adopted by the Master Association shall apply until rescinded or modified as if originally set forth at length in this Declaration.

(f) The right of the Master Association, by a 2/3rds affirmative vote of the entire membership, or Developer, unilaterally (i.e., without the joinder or consent of the Master Association or any of its Members), to dedicate portions of the Common Areas to a public or quasi-public agency, community development district or similar entity under such terms as the Master Association deems appropriate, and to create or contract with the Master Association, community development and special taxing districts for lighting, roads, recreational or other services, security, communications and other similar purposes deemed appropriate by the Master Association (to which such creation or contract all Owners hereby consent); provided, however, that so long as the Option Agreement is in effect, any unilateral action by Developer under this subsection shall also require the prior written consent of Acacia, and any action taken without such consent shall be deemed null and void and of no force and effect.

(g) Anything to the contrary in this Declaration notwithstanding, Developer shall have the right to permit persons other than Members and designated persons to use certain portions of the Common Areas and any recreational facilities that may be constructed thereon under such terms as Developer, its successors and assigns, may from time to time desire without interference from the Master Association.

(h) The right of Developer and the Master Association to have, grant and use general ("blanket") and specific easements over, under and through the Common Areas. Provided, however, that so long as the Option Agreement is in effect, any easement granted by Developer shall also require prior written consent of Acacia, and any easement recorded without Acacia's consent shall be deemed null and void and of no force and effect.

(i) The right to the use and enjoyment of the Common Areas and facilities thereon in the case of Class A Members shall extend to each permitted user's immediate family members who reside with him, subject to regulation from time to time by the Master Association in its lawfully adopted and published rules and regulations.

WITH RESPECT TO THE USE OF THE COMMON AREAS AND THE PROPERTIES GENERALLY, ALL PERSONS ARE REFERRED TO ARTICLE XIII, SECTIONS 13.11, 13.12 AND 13.15 HEREOF WHICH SHALL AT ALL TIMES APPLY THERETO.

Section 4.3 Easements Appurtenant. The easements provided in Section 4.2 shall be appurtenant to and shall pass with the title to each Lot and Unit.

Order: 11221122 Page 10 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

Section 4.4 Maintenance. The Master Association shall maintain, repair, operate, manage and insure, and take commercially reasonable action to replace as often as reasonably necessary, the Common Areas, any and all improvements situated on the Common Areas (upon completion of construction by Developer), whether currently owned by, conveyed or dedicated to, or subsequently conveyed or dedicated or transferred to the Master Association, including, but not limited to, all recreational facilities, landscaping, paving, irrigation systems, pipes and sprinklers, any structural berms which provide for the buffering of the Mitigation and Preserve Areas, gate houses and gate facilities, if any, perimeter walls and/or fences, if any, street lighting fixtures and appurtenances located within public and private rights-of-way if so required, sidewalks, swimming pools and structures, except public utilities, Community Systems (to the extent same have not been made Common Areas) and other Common Area portions of the Property, all such work to be done as ordered by the Board of Directors of the Master Association. Maintenance of street lighting fixtures shall include and extend to payment for electricity consumed in their illumination.

The surface water management system shall consist of certain water management and ancillary drainage facilities constructed by Developer in conformity with a permit issued by the South Florida Water Management District. The permit and its conditions shall be kept by the Master Association with its official records for the benefit of the Master Association. The Master Association shall be responsible for the maintenance, operation and repair of the surface water management system. The Master Association shall operate the surface water management system in accordance with the "Urban Stormwater Management Program" attached as Exhibit "F" of this Declaration. No Owner shall in any manner interfere with or alter the surface water management system or interfere with the access rights of any entity responsible for their maintenance. The Master Association shall assess the Owners for all expenses related to the operation, maintenance and, if necessary, replacement of the surface water management system. To the extent required by the permit, it shall be the Master Association's responsibility to successfully meet and complete all permit conditions. Any repair or reconstruction of the surface water management system shall be as permitted, or if modified, as approved by the South Florida Water Management District. The surface water management system is part of the Common Areas. The South Florida Water Management District has the right to take enforcement action, including a civil action for an injunction and penalties against the Master Association, to compel it to correct any outstanding problems with the surface water management system under the responsibility or control of the Master Association.

All work pursuant to this Section, whether on Common Areas or other areas, and all expenses hereunder shall be paid for by the Master Association through assessments imposed in accordance herewith. In order to effect economies of scale and for other relevant purposes, the Master Association shall have the power to incur, by way of contract or otherwise, expenses general to the Property or appropriate portions thereof.

No Owner may waive or otherwise escape liability for the assessments for such maintenance by non-use (either voluntary or involuntary) of the Common Areas or abandonment of his right to use the Common Areas.

Order: 11221122 Page 11 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

Section 4.5 Mitigation and Preserve Areas. The Master Association shall be responsible for implementation of the program for the mitigation and monitoring requirements for the Mitigation and Preserve Areas as set forth in the South Florida Water Management District Permit No. 36-04507-P, and the U.S. Army Corps of Engineers Permit No. SAJ-2002-2401 (IP-TWM) issued for the Property. Except as otherwise provided in any Conservation Easement, the mitigation and monitoring requirements for the Mitigation and Preserve Areas shall be the perpetual responsibility of the Master Association. The Mitigation and Preserve Areas may in no way be altered from their natural state. Activities prohibited within the Mitigation and Preserve 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, except removal of exotic/nuisance vegetation; excavation, dredging or removal of soil material; diking or fencing; any other activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat conservation or preservation.

Further, the Master Association shall be responsible for implementation of the water quality monitoring and reporting for the Mitigation and Preserve Areas required pursuant to South Florida Water Management District Permit No. 36-04507-P issued on July 10, 2003, for the Property and Ordinance No. 3204 of the City of Fort Myers, Florida, approving a Planned Unit Development for the Property. The water quality monitoring and reporting requirements are attached as Exhibit "C" to this Declaration.

Section 4.6 Surface Water Management System. The Surface Water Management System, as defined in Section 1.19 of Article I hereof, shall be maintained and operated by the Master Association in accordance with the requirements, regulations and conditions of the South Florida Water Management District.

Section 4.7 Community Systems. Developer shall have the right, but not the obligation, to convey, transfer, sell or assign, all or any portion of the Community Systems located within the Property, or all or any portion of the rights, duties or obligations with respect thereto, to the Master Association, or any other person or entity (including an Owner as to any portion of a Community System located on/in his Lot/Unit). Without limiting the generality of Article I, Section 1.5 hereof, if and when any of the aforesaid entities receives such a conveyance, sale, transfer or assignment, such entity shall automatically be deemed vested with such rights of Developer with respect thereto as are assigned by Developer in connection therewith; provided that if the Master Association is the applicable entity, then the Community System or applicable portions thereof shall be deemed Common Areas hereunder and the Master Association's rights, duties and obligations with respect thereto shall be the same as those as to other Common Areas unless otherwise provided by Developer. Any conveyance, transfer, sale or assignment made by Developer pursuant to this Section (i) may be made with or without consideration, (ii) shall not require the consent or approval of the Master Association or any Owner and (iii) if made to the Master Association, shall be deemed to have been automatically accepted (with all rights, duties, obligations and liabilities with respect thereto being deemed to have been automatically assumed).

Order: 11221122 Page 12 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

Without limiting the generality of the foregoing paragraph or anything contained herein, Developer reserves onto itself, its successors, assigns, contractors, designees and nominees (i) ownership of any closed circuit, master antenna, community antenna or cable television system or the like (including any and all related conduits, wires, amplifiers, antennae, towers and other apparatus and equipment) which it (or one of its successors, assigns, designees or nominees) installed in part or whole on the Common Areas (any such system and its related apparatus and equipment being hereinafter referred to as the "CATV System"); (ii) a perpetual easement over, through and across the Common Areas for the installation, servicing, maintenance, repair, replacement and removal of the CATV System or any part thereof; (iii) the right to connect the CATV System to whatever receiving source the Owner of the CATV System deems appropriate, including, but not limited to, the right to enter into a bulk cable agreement; (iv) the right to enter the Lots and Units upon reasonable notice to the Owner for the purpose of repairing or replacing any portion of any closed circuit, master antenna, community antenna, or cable television system of which Developer has retained ownership; and (v) the right to provide (or cause to be provided) mandatory or non-mandatory services to Owners and their Lots and Units through the CATV System (and related, ancillary services to Lots, including, but not limited to, security related services) at charges not to exceed those normally paid for like services by residents of single family homes within the general vicinity of Reflection Isles, and to retain or assign all such charges.

WITH RESPECT TO COMMUNITY SYSTEMS, ALL PERSONS ARE REFERRED TO ARTICLE XIII, SECTION 13.11 HEREOF, WHICH SHALL AT ALL TIMES APPLY THERETO.

Section 4.8 Utility and Community System's Easements. Public utilities in the Common Areas for the service of the Property shall be installed underground except as otherwise permitted by Developer. The Developer and its affiliates and its and their designees shall have a perpetual easement over, upon and under the Common Areas and the unimproved portions of the Lots for the installation, operation, maintenance, repair, replacement, alteration and expansion of Community Systems.

Section 4.9 Public Easements. Fire, police, health and sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas in the performance of their respective duties.

Section 4.10 Perimeter Border. In the event a boundary wall or other visual screen is now or hereafter constructed along all or a portion of the perimeter of Reflection Isles by Developer, which Developer is not obligated to construct, it shall be kept and maintained by the Master Association in a manner consistent with the original design and construction. Such boundary wall or screen may include, but not be limited to, landscaping, walls or fences or the like or a combination thereof.

Order: 11221122 Page 13 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

ARTICLE V
LANDSCAPING AND MAINTENANCE OF PERIMETER BORDER

Section 5.1 Maintenance. Without limiting the generality of other applicable provisions hereof, the landscaping and perimeter border shall be maintained by the Master Association, beginning upon the date these covenants are recorded, in a continuous and satisfactory manner without direct, individual expense to the Owners of the Lots upon which the landscaping and the perimeter border are situated or abut, except for their share of the general common expenses. Such maintenance may extend to any street lighting fixtures and the payment for electricity consumed in their illumination. All work pursuant to this Section and all expenses hereunder shall be paid for by the Master Association through assessments imposed in accordance herewith. No Owner may waive his right to use or otherwise escape liability for assessments for such maintenance under this Section.

Section 5.2 Perpetual Maintenance. Notwithstanding anything contained herein to the contrary, in the event the Master Association is ever dissolved, the property which has been dedicated to the Master Association for ingress, egress, maintenance and other proper purposes pursuant to a recorded plat of the Property shall be dedicated or conveyed to a similar non-profit entity which will assume the obligations of maintenance as required in this Declaration in perpetuity.

ARTICLE VI
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 6.1 Creation of the Lien and Personal Obligation for Assessments. Except as provided elsewhere herein, Developer, for each Lot and Unit within the Property, hereby covenants and agrees, and each Owner of any Lot or Unit by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Master Association annual assessments or charges for the maintenance, operation, management and insurance of the Common Areas and the Master Association as provided herein, including, but not limited to, the landscaping, perimeter border, Community Systems, Surface Water Management System, and other items described herein as Common Areas, whether or not such items are on dedicated property or owned by Owners–or otherwise, costs of payment, or transference of any legitimate lien or judgment rendered against the Common Areas or Master Association or any portion of the Property owned or maintained by the Master Association, any and all costs of employing persons to operate and run recreational facilities, costs of other Master Association employees and such reasonable reserves as the Master Association may deem necessary, and capital improvement assessments as provided herein, all such assessments to be fixed, established and collected from time to time as hereinafter provided (hereinafter sometimes referred to as "Common Expenses"). In addition, special assessments may be levied against particular Owners and Lots or Units for fines, expenses incurred against particular Lots, Units and/or Owners to the exclusion of others and other charges against specific Lots, Units or Owners as contemplated in this Declaration. The annual and special assessments, together with late charges, interest and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon

Order: 11221122 Page 14 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

the property against which each such assessment is made. The lien is effective from and after recording a Claim of Lien in the Public Records of Lee County, stating the description of the Lot or Unit, name of the Owner, amount due and the due dates. Each such assessment, together with late charges, interest and costs of collection thereof as hereinafter provided, shall also be the personal obligation of all Owner(s) of such property, as well as his heirs, legal representatives, successors and assigns. Notwithstanding the foregoing or anything herein to the contrary, as long as the Option Agreement is in effect, all assessments levied against Lots owned by Acacia that TOUSA is to pay or be responsible for pursuant to the Option Agreement, and which remain subject to the Option Agreement, shall be the responsibility of and payable by Developer.

Section 6.2 Determination of Assessments for Common Expenses. Not less than 30 days prior to the beginning of each fiscal year, the Board of Directors of the Master Association shall adopt a budget for such fiscal year which shall estimate all of the Common Expenses to be incurred by the Master Association during the fiscal year. In determining the budget for any fiscal year, the Board of Directors may take into account Common Areas, Lots and Units. The Board shall then establish the assessment for Common Expenses per Lot and/or Unit, which shall be equal to the total amount to be assessed for Common Expenses pursuant to the budget, divided by the total number of Lots and/or Units within the Property subject to said assessments. The Master Association shall then promptly notify all Members, in writing, of the amount, frequency, and due dates of the assessment for Common Expenses per Lot or Unit.

From time to time during the fiscal year, the Board of Directors may modify the budget for the fiscal year, and pursuant to the revised budget or otherwise the Board of Directors may, upon written notice to the Members, change the amount, frequency and/or due dates of the Assessments for Common Expenses per Lot or Unit. If the expenditure of funds is required by the Master Association in addition to funds produced by the regular Assessments for Common Expenses, the Board of Directors may make special Assessments for Common Expenses, which shall be levied in the same manner as hereinbefore provided for regular Assessments for Common Expenses, and shall be payable in the manner determined by the Board of Directors as stated in the notice of any special Assessments for Common Expenses. In the event any Assessment for Common Expenses is made payable in equal periodic payments as provided in the notice from the Master Association, such periodic payments shall automatically continue to be due and payable in the same amount and frequency as indicated in the notice, unless and/or until: (1) the notice specifically provides that the periodic payments will terminate upon the occurrence of a specified event or the payment of a specified amount, or (ii) the Master Association notifies the Member in writing of a change in the amount and/or frequency of the periodic payments. Notwithstanding the foregoing, in no event shall any Assessment for Common Expenses payable by any Member be due less than ten (10) days from the date of the notification of such Assessment or Common Expenses.

Section 6.3 Payment of Assessments for Common Expenses. On or before the date each Assessment for Common Expenses is due, each Member shall be required to and shall pay to the Master Association an amount equal to the Assessment for Common Expenses per Lot or Unit, multiplied by the number of Lots or Units within the Property then owned by such Member. As set forth in and for the time periods so stated in Section 6.4 hereinbelow, Developer

Order: 11221122 Page 15 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

shall not pay any Assessments for Common Expenses for any Lots or Units owned by Developer or Acacia.

Section 6.4 Assessments for Common Expenses while Developer Appoints a Majority of the Board. Notwithstanding anything contained in this Article VI to the contrary, during the period when Developer appoints a majority of the directors of the Board, or until Developer gives the Master Association written notice that it will pay Assessments as any other Owner, as applicable, Developer shall pay any amount of Common Expenses, other than any reserve expenses, incurred by the Master Association and not produced by Assessments for Common Expenses receivable from the other Members, but shall not be liable for any Assessment for Common Expenses for any Lots or Units within the Property owned by Developer or Acacia (so long as the Option Agreement is in effect). If Developer fails to pay such amount, the Master Association shall have all of the remedies for such collection provided in Article VI and Article IX of this Declaration.

Section 6.5 Common Areas and Certain Other Property. No Common Areas hereunder shall be subject to direct assessment hereunder. The foregoing exemption shall also apply to parks and similar open spaces. Further, the foregoing exemption shall apply to any land owned by a publicly-regulated utility company as long as such land is used for or in connection with the provision of utilities. In the event of any ambiguity or doubt as to whether any particular open space or other land is subject to assessment, the determination of Developer (or, if there are no Class B Voting Members, the Board of Directors of the Master Association) shall be final and conclusive (and not subject to later change unless the use of the open space in question changes).

Section 6.6 Purpose of Assessments. The assessments levied by the Master Association shall be used exclusively for maintenance, operation, management and insurance of the Common Areas as provided herein, the payment of expenses allocated to the Master Association or the Property by the Master Association, security-related purposes and to promote the health, safety, welfare and recreational opportunities of the Members of the Master Association and the Owners, subject to this Declaration, and their families residing with them (if applicable) and their permitted tenants and invitees.

Section 6.7 Capital Improvements. Funds which, in the aggregate, exceed the lesser of $100,000 or 10% of the then-current operating budget in any one calendar year which are necessary for the addition of capital improvements (as distinguished from repairs and maintenance) relating to the Common Areas and which have not previously been collected as reserves or are not otherwise available to the Master Association may be levied as special assessments by the Master Association upon approval by a majority of the Board of Directors of the Master Association and upon approval of 66-2/3% favorable vote of Members. It is the intent of this Section 6.7 that any capital improvements having a cost of less than the aforesaid amount be paid for by regular assessments, with an appropriate adjustment to the budget of the Master Association and the assessments levied thereunder to be made, if necessary.

Order: 11221122 Page 16 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

Section 6.8 Date of Commencement of Annual Assessments; Due Dates. The annual/regular assessments provided for in this Article VI shall first commence as to each Lot/Unit on the day of the conveyance of title of each Lot/Unit by Developer to a purchaser thereof (unless otherwise specifically set forth by Developer in such conveyance to the contrary) and shall be applicable through December 31st of such year. The annual assessments in effect at that time shall be adjusted according to the number of months remaining in the calendar year after such date of conveyance. Each subsequent annual assessment shall be imposed for the year beginning January 1 and ending December 31.

The annual assessments shall be payable in advance in monthly installments, or in semi-annual or quarter-annual installments if so determined by the Board of Directors of the Master Association. The assessment amount (and applicable installments) may be changed at any time by said Board from that originally stipulated or from any other assessment that is in the future adopted. The original assessment for any year shall be levied for the calendar year (to be reconsidered and amended, if necessary, every six (6) months), but the amount of any revised assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months (or other appropriate installments) remaining in such calendar year.

The due date of any special assessment or capital improvement assessment shall be fixed in the resolution of the Board of Directors of the Master Association authorizing such assessment.

Section 6.9 Duties of the Board of Directors. The Board of Directors of the Master Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period, to the extent practicable, at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the Lots and Units, the Owners thereof and assessments applicable thereto, which shall be kept in the office of the Master Association and shall be open to inspection by any Owner.

Written notice of the applicable assessment shall thereupon be sent to every Owner subject thereto thirty (30) days prior to payment, except as to emergency assessments. In the event no such notice of a new assessment period is given, the assessment amount payable shall continue to be the same as the amount payable for the previous period, until changed in the manner provided for herein.

The Master Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing signed by an officer of the Master Association setting forth whether such assessment has been paid as to any particular Lot or Unit. Such certificate shall be conclusive evidence of payment of any assessment to the Master Association therein stated to have been paid. The Master Association shall have the option, in its sole discretion, to impose a fee of Fifteen ($15.00) Dollars, or such other amount as determined by the Master Association, not to exceed any maximum amount provided by law, to issue said certificate of assessment. The fee so imposed shall be paid prior to the release of any certificate of assessment.

Order: 11221122 Page 17 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

Section 6.10 Effect of Non-Payment of Assessment; the Personal Obligation; the Lien; Remedies of the Master Association. If the installments of an assessment are not paid on the dates when due (being the dates specified herein), then such installments shall become delinquent and shall, together with late charges, interest and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the appropriate Lot or Unit, which shall bind such Lot or Unit, in the hands of the then Owner, his heirs, personal representatives, successors and assigns. Except as provided in Section 6.11 of this Article VI, the personal obligation of the then Owner to pay such assessment shall pass to his successors in interest and recourse may be had against either or both.

If any installment of an assessment is not paid within fifteen (15) days after the due date, at the option of the Master Association, a late charge per installment of $25.00, or the maximum amount provided by law, in an amount not greater than the amount of such unpaid installment, may be imposed (provided that only one late charge may be imposed on any one unpaid installment and if such installment is not paid thereafter, it and the late charge shall accrue interest as provided herein but shall not be subject to additional late charges; provided further, however, that each other installment thereafter coming due shall be subject to one late charge as aforesaid) or the remainder of installments of the annual assessment may be accelerated and become immediately due and payable in full, and all sums due shall bear interest from the dates when due until paid at the highest lawful rate (or, if there is no highest lawful rate, 18% per annum) and the Master Association may bring an action at law against the Owner(s) personally obligated to pay the same or may record a claim of lien (as evidence of its lien rights as hereinabove provided for) against the property on which the assessments and late charges are unpaid, or may foreclose the lien against the property on which the assessments and late charges are unpaid, or pursue one or more of such remedies at the same time or consecutively, and attorneys' fees and costs of, including but not limited to, preparing and filing the claim of lien and the complaint (if any) in such action, and in prosecuting same, shall be added to the amount of such assessments, interest and late charges, and in the event a judgment is obtained, such judgment shall include all such sums as above provided and attorneys' fees actually incurred in the applicable action together with the costs of the action, and the Master Association shall be entitled to attorneys' fees in connection with any appeal of any such action.

In the case of an acceleration of the remainder of installments of the annual assessment, each installment so accelerated shall be deemed, initially, equal to the amount of the then most current delinquent installment, provided that if any such installment so accelerated would have been greater in amount by reason of a subsequent increase in the applicable budget, the Owner of the Lot or Unit whose installments were so accelerated shall continue to be liable for the balance due and payable by reason of such an increase and special assessments against such Lot or Unit shall be levied by the Master Association for such purpose.

In addition to the rights of collection of assessments stated in this Section, any and all persons acquiring the title to or the interest in a Lot or Unit as to which the assessment is delinquent, including, without limitation, persons acquiring title by operation of law and by judicial sale, shall not be entitled to the occupancy of such Lot or Unit or the enjoyment of the Common Areas until such time as all unpaid and delinquent assessments due and owing from the

Order: 11221122 Page 18 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

prior Owner have been fully paid, and no sale or other disposition of a Lot or Unit shall be permitted until an estoppel letter is received from the Master Association acknowledging payment in full of all assessments and other sums due; provided, however, that the provisions of this sentence shall not be applicable to the mortgagees and purchasers contemplated by Section 6.11 of this Article.

It shall be the legal duty and responsibility of the Master Association to enforce payment of the assessments hereunder. Failure of a collecting entity to send or deliver bills or notices of assessments shall not, however, relieve Owners from their obligations hereunder.

All assessments, late charges, interest, penalties, fines, attorneys' fees and other sums provided for herein shall accrue to the benefit of the Master Association.

Owners shall be obligated to deliver the documents originally received from Developer, containing this and other declarations and documents, to any grantee of such Owners.

The Master Association shall have such other remedies for collection and enforcement of assessments as may be permitted by applicable law. All remedies are intended to be, and shall be, cumulative.

Section 6.11 Subordination of the Lien. The lien of the assessment provided for in this Article shall be subordinate to real property tax liens, and to the lien of any first mortgage recorded in the Public Records of Lee County, Florida, prior to recordation of a claim of lien, filed by or on behalf of the Master Association, which mortgage encumbers any Lot or Unit and is in favor of any institutional lender or is otherwise insured by FNMA or FHLMC and is now or hereafter placed upon a portion of the Property subject to assessment.

A lien for assessments shall not be affected by any sale or transfer of a Lot or Unit; provided, however, that in the event of a sale or transfer pursuant to a foreclosure of a first mortgage, or a deed in lieu of foreclosure of a first mortgage, the acquirer of title, his successors and assigns, shall not be liable for assessments pertaining to the Lot or Unit or chargeable to the former Owner of the Lot or Unit which became due prior to such sale or transfer. Any such sale or transfer pursuant to a foreclosure or deed in lieu of foreclosure shall not relieve the purchaser or transferee of a Lot or Unit from liability for, nor the Lot or Unit from the lien of, any assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent assessments from the payment thereof, or the enforcement of collection by means other than foreclosure.

The order of priority of liens hereunder shall be: tax liens, first mortgage liens, liens for Master Association assessments. Any unpaid assessment which cannot be collected as a lien against any Lot or Unit by reason of the provisions of this Section 6.11 shall be deemed to be an assessment divided among, payable by Owners of, and a lien against, all Lots and Units as provided in Section 6.1 of this Article VI, including the Lot or Unit as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

Order: 11221122 Page 19 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

Section 6.12 Collection of Assessments. The Master Association shall collect all assessments payable by the Owners pursuant to this Article. Each Owner will remit the assessments to the Master Association made pursuant to this Declaration pursuant to such procedure as may be adopted by the Master Association.

The Master Association shall notify each Member, by written notice given at least thirty (30) days in advance, of any changes in the amounts of the assessments due it or the frequency at which they are to be collected. The aforesaid notice period shall also apply to capital improvement assessments, but may be as short as five (5) days before the next-due regular assessment installment in the case of special assessments, fines and similar impositions on fewer than all Members or Owners.

The Master Association shall have the power, but shall not be required, to record liens or take any other actions with regard to delinquencies in assessments payable to the Master Association.

The Master Association may change, from time to time, upon sixty (60) days prior written notice to the Members, the procedures set forth in this Section 6.12 in whole or in part.

All fidelity bonds and insurance maintained by the Master Association shall reflect any duties to be performed by it pursuant hereto and the amounts to be received and disbursed by it pursuant to such delegation.

Assessments levied pursuant hereto shall be collected in the manner established pursuant to this Article VI. In the event that at any time said manner provides for collection of assessments levied pursuant hereto by an entity other than the Master Association, all references herein to collection (but not necessarily enforcement) by the Master Association shall be deemed to refer to the other entity performing such collection duties and the obligations of Owners to pay assessments shall be satisfied by making such payments to the applicable collecting entity.

Section 6.13 Effect on Developer. Notwithstanding any provision that may be contained to the contrary in this instrument, for so long as Developer or Acacia (so long as the Option Agreement is in effect) are the owners of any Lot or Unit within the Property, Developer shall have the option, in its sole discretion, to (i) pay assessments on the Lots or Units owned by it or Acacia; (ii) pay assessments only on certain designated Lots or Units owned by it or Acacia (e.g., those under construction or those Lots containing a Unit for which a certificate of occupancy has been issued); or (iii) not paying assessments on any Lots or Units owned by it or Acacia and in lieu thereof funding any resulting deficit in the Master Association's operating expenses not produced by assessments receivable from Owners other than Developer. The deficit to be paid under option (iii) above shall be the difference between (i) actual operating expenses of the Master Association (exclusive of capital improvement costs, reserves and management fees) and (ii) the sum of all monies receivable by the Master Association (including, without limitation, assessments, interest, late charges, fines and incidental income) and any surplus carried forward from the preceding year(s). Developer may from time to time change the option stated above under which Developer is making payments to the Master

Order: 11221122 Page 20 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

Association by written notice to such effect to the Master Association. If Developer at any time elects option (ii) above, it shall not be deemed to have elected option (iii) as to the Lots or Units which are not designated under option (ii). When all Lots and Units within the Property are sold and conveyed to purchasers, Developer shall have no further liability of any kind to the Master Association for the payment of assessments, deficits or contributions.

Section 6.14 Master Association Funds. The portion of all regular assessments collected by the Master Association for reserves for future expenses, and the entire amount of all special assessments, shall be held by the Master Association and may be invested in interest bearing accounts or in certificates of deposit or other like instruments or accounts available at banks or savings and loan institutions, the deposits of which are insured by an agency of the United States.

Section 6.15 Working Capital Fund. Developer shall establish a working capital fund (the "Working Capital Fund") for the operation of the Master Association, which shall be collected by Developer from each Lot or Unit purchaser at the time of conveyance of each Lot or Unit to such purchaser in an amount equal to two (2) months of the annual assessment for each Lot or Unit and paid to the Master Association. Each Lot's or Unit's share of the Working Capital Fund shall be collected and transferred to the Master Association at the time of closing of the sale of each Lot or Unit. The purpose of this fund is to assure that the Master Association's Board of Directors will have cash available to meet any legitimate Master Association expense, or to acquire additional equipment or services deemed necessary or desirable by the Board of Directors. Amounts paid into the Working Capital Fund at closing are not to be considered advance payment of any assessments under this Article VI, and are not refundable or transferable. Without limiting the generality of Section 6.13 and notwithstanding anything to the contrary contained herein, in the event that during the startup of the Master Association, the Master Association does not have adequate working capital to meet its expenses, Developer may, but is not obligated to, advance funds on behalf of the Master Association, and in such event Developer shall be entitled to be reimbursed by the Master Association from such Working Capital Fund. Any such advance shall be evidenced by a promissory note in favor of Developer executed by the Master Association and which shall remain outstanding until paid in full.

Section 6.16 Specific Damage. Owners (on their behalf and on behalf of their tenants, contractors, subcontractors, licensees, invitees, employees, officers, children and guests) causing damage to any portion of the Common Areas as a result of misuse, negligence, failure to maintain or otherwise shall be directly liable to the Master Association and a special assessment may be levied therefor against such Owner or Owners. Such special assessments shall be subject to all of the provisions hereof relating to other assessments, including, but not limited to, the lien and foreclosure procedures.

Section 6.17 Budget for Water Quality Monitoring and Reporting Requirements. The Board of Directors of the Master Association shall establish a separate subcategory budget to pay for the implementation of the water quality monitoring and reporting requirements described in Sections 4.1 and 4.5 of this Declaration. The budget shall not include any costs or expenses

Order: 11221122 Page 21 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

associated with the responsibilities or services performed by the Master Association other than such water quality monitoring and reporting requirements.

ARTICLE VII
MAINTENANCE OF UNITS AND LOTS

Section 7.1 Exterior of Units. Each Owner shall maintain or cause to be maintained all structures (including all Units) located on his Lot in a neat, orderly and attractive manner and consistent with the general appearance of Reflection Isles. The minimum (though not sole) standard for the foregoing shall be consistency with the general appearance of the developed portions of the Property and, as to Units, the portion thereof in which the Unit is located [taking into account, however, normal weathering and fading of exterior finishes, but not to the point of unsightliness, in the judgment of Developer or the ARB]. Each Owner shall repaint, restain, or refinish, as appropriate, the exterior portions of his Unit (with the same colors and materials as initially used or approved by Developer and/or the ARB) as often as is necessary to comply with the foregoing standards.

Section 7.2 Landscaping. The Master Association shall be responsible for the maintenance and care of all landscaping throughout the Property, including on all of the Lots, and on any contiguous property between the Lots and the pavement edge of any abutting road or the waterline of any abutting lake or canal. The Master Association shall plant, remove and/or replace sod, plants, flowers, shrubbery and trees when in the sole discretion of the Master Association same is appropriate and in the best interest of the subject property. The Master Association's responsibility shall include mowing, trimming, pruning, edging, fertilizing, weed control, and landscape related insect and disease control. In replacing any landscaping, the Master Association shall have complete discretion as to same, and shall not be obligated to replace any damaged or diseased landscaping with the same type, size, or number of plantings as previously existed. Notwithstanding the foregoing, the Master Association will not be liable for any damage to any landscaping caused by the Master Association's maintenance of same, or the failure to maintain or repair the landscaping or irrigation systems, as required herein. Notwithstanding the foregoing, if any Owner installs landscaping on the Owner's Lot which is materially more expensive to maintain than the landscaping on the other Lots, the Master Association will have the right to assess the Owner of such Lot for the extra cost of maintaining the special landscaping on such Lot, or in the alternative the Master Association may require the applicable Owner to maintain such special landscaping as hereafter provided, and if the applicable Owner fails to pay any such extra cost of maintain such landscaping, the Master Association will have the right to remove same in the sole discretion of the Master Association, without liability to the Owner, except that the Master Association shall not have the right to remove any landscaping in the Common Areas or on any property owned by Developer so long as Developer owns any portion of the Property. No Owner shall install any landscaping on the Owner's Lot, or remove or modify any existing landscaping, without the prior written approval of the ARB, except that such planting, removal and/or replacement shall, at the option of Developer, be prohibited so long as Developer owns any portion of the Property.

Order: 11221122 Page 22 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

The Master Association shall adhere to the Best Management Practices set forth in Exhibit "D" of Ordinance No. 3204 of the City of Fort Myers, Florida, for the maintenance of all landscaping on the Property. The referenced Best Management Practices are attached as Exhibit "G" to this Declaration.

Section 7.3 Remedies for Noncompliance. In the event of the failure of an Owner to maintain or cause to be maintained his Unit or Lot in accordance with this Article, the Master Association-shall have the right (but not the obligation), upon five (5) days' prior written notice to the Owner at the address last appearing in the records of the Master Association, to enter upon the Owner's Lot or Unit and perform such work as is necessary to bring the Lot or Unit, as applicable, into compliance with the standards set forth in this Article. Such work may include, but shall not necessarily be limited to, the repairing of Community Systems, if needed, the repainting or restaining of exterior surfaces of a Unit; the repair of walls, fences, roofs, doors, windows and other portions of a Unit or other structures on a Lot; and such other remedial work as is judged necessary by the applicable entity. The remedies provided for herein shall be cumulative with all other remedies available under this Declaration or other applicable covenants or deed restrictions (including, without limitation, the imposition of fines or special assessments or the filing of legal or equitable actions).

Section 7.4 Costs of Remedial Work; Surcharges. In the event that the Master Association performs any remedial work on a Unit or Lot pursuant to this Article or any other applicable covenants or deed restrictions, the costs and expenses thereof shall be deemed a special assessment under Article VI of this Declaration and may be immediately imposed by the Board of Directors of the Master Association or its designee. In order to discourage Owners from abandoning certain duties hereunder for the purpose of forcing one of the aforesaid entities to assume same, and, additionally, to reimburse same for administrative expenses incurred, the applicable entity may impose a surcharge of not more than thirty-five percent (35%) of the cost of the applicable remedial work, such surcharge to be a part of the aforesaid special assessment. No bids need to be obtained for any of the work performed pursuant to this Article and the person(s) or company performing such work may be selected by the applicable enforcing entity in its sole discretion.

Section 7.5 Right of Entry. There is hereby created an easement in favor of the Master Association and it's applicable designees, over each Lot and Unit for the purpose of entering onto the Lot or Unit in the performance of the work herein described, provided that the notice requirements of this Article VII are complied with and any such entry is during reasonable hours.

Section 7.6 Villa and Townhome Parcels: Roof Repair or Replacement. It is contemplated that the roof of each Unit constructed upon a Villa Parcel or a Townhome Parcel will also serve an adjacent Unit constructed upon an adjacent Villa Parcel or Townhome Parcel and shall be a common roof. In the event that a portion of a roof requires repair or replacement, then the cost thereof in excess of insurance or Townhome Parcels proceeds, if any, shall be shared prorata by the Owners of the Villa Parcels over which the roof to be repaired or replaced is situated; provided, however, that in the event that damage or destruction is confined to the roof

Order: 11221122 Page 23 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

area wholly within the dimensions of a Villa Parcel or Townhome Parcel, the cost of repair and replacement thereof which is in excess of insurance proceeds, if any, shall be paid by the Owner of said Villa Parcel or Townhome Parcel. If the damage or destruction of adjacent roof areas is caused by the negligence or willful misconduct of any one Owner, such negligent Owner shall bear the entire cost of repair or replacement, in excess of insurance proceeds.

(a) If any Owner shall neglect or refuse to perform the maintenance as required in this Declaration or pay his share, or all of such cost, as the case may be, the other affected Owner may have such roof repaired or replaced and shall be entitled to file in the Public Records a lien on the Villa Parcel or Townhome Parcel of the other Owner so failing to pay for the amount of such defaulting Owner's share of the repair or replacement cost plus attorneys' fees and costs, which may be foreclosed in the same manner as a lien of a mortgage. If an Owner shall give, or shall have given, a mortgage or mortgages upon his Villa Parcel or Townhome Parcel, then the mortgagee shall have the full right at his option to exercise the rights of his mortgagor as an Owner hereunder and, in addition, the right to add to the outstanding balance of such mortgage any amounts paid by the mortgagee for repairs hereunder and not reimbursed to said mortgagee by the Owner.

(b) Arbitration. In the event of any dispute arising under the provisions of this Section 7.6, any party may request the Board of Directors to settle the dispute, and the Board's decision shall be binding; provided, however, that the Board may elect not to act in this capacity, in which case each party shall choose an arbitrator and such arbitrators shall choose one additional arbitrator, and the decision shall be a majority of all the arbitrators and shall be binding.

Section 7.7 Villa Parcels and Townhome Parcels: Party Walls; General Rules of Law to Apply. Each wall (including a fence, if any) which is built as a part of a Unit upon a Villa Parcel or Townhome Parcel and placed on the common boundary line of two adjacent Villa Parcels or two adjacent Townhome Parcels shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Section 7.7, the general rules of law in the State of Florida regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(a) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners of Villa Parcels or Townhome Parcels abutting same.

(b) Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner of an adjoining Villa Parcel or Townhome Parcel may restore it, and in the event the cost thereof is in excess of the insurance proceeds, the Owner of the other adjoining Villa Parcel or Townhome Parcel shall contribute equally to pay such excess without prejudice, subject, however, to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Order: 11221122 Page 24 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

(c) Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

(d) Rights to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Section 7.7 shall be appurtenant to the land and shall pass to such Owner's successors in title. If any Owner shall neglect or refuse to pay his share under the provisions of this Article, any other affected owner is entitled to file a lien in the Public Records on the Villa Parcel or Townhome Parcel of the defaulting Owner in the amount of such share plus attorneys' fees and costs, which may be foreclosed in the same manner as a lien of a mortgage.

(e) Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Section 7.7, any party may request the Board of Directors to settle the dispute, and the Board's decision shall be binding; provided, however, that the Board may elect not to act in this capacity, in which case each party shall choose an arbitrator and such arbitrators shall choose one additional arbitrator, and the decision shall be a majority of all the arbitrators and shall be binding.

(f) Alterations. The Owner of any Villa Parcel or Townhome Parcel sharing a party wall with an adjoining Villa Parcel or Townhome Parcel shall not possess the right to cut windows or other openings in the party wall, nor make any alterations, additions or structural changes in the party wall without consent from the Owner of such adjoining Villa Parcel or Townhome Parcel.

(g) Perpetual Use. Each party wall is and shall remain a party wall for the perpetual use and benefit of the respective owners of the Villa Parcels or Townhome Parcels being served, their heirs, assigns, successors and grantees, said Villa Parcels or Townhome Parcels being conveyed subject to this condition and this condition shall be construed to be a covenant running with the land in perpetuity.

(h) Mortgagees Protections. So long as there shall be a mortgage or mortgages upon any Villa Parcels or Townhome Parcel, the provisions of this Section 7.7 shall not be modified, abandoned, or extinguished as to that Villa Parcel without the consent of such mortgagee. If a Villa Parcel Owner or Townhome Parcel Owner shall give, or shall have given, a mortgage or mortgages upon his Villa Parcel or Townhome Parcel, then the mortgagee shall have the full right at its option to exercise the rights of its mortgagor as an Owner hereunder and, in addition, the right to add to the outstanding balance of such mortgage any amounts paid by the mortgagee for repair hereunder and not reimbursed to said mortgagee by the Villa Parcel Owner or Townhome Parcel Owner.

(i) Right of Access. In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent Villa Parcels or Townhome Parcels shall not be deemed a trespass so long as the repairs and reconstruction shall be done in a workmanlike manner and

Order: 11221122 Page 25 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

consent is hereby given to enter on the adjacent Villa Parcel or Townhome Parcel to effect necessary repairs and reconstruction.

(j) Location of Reconstruction. Whenever a party wall or any part thereof shall be rebuilt, it shall be erected in the same manner and at the same location where it shall initially be constructed and shall be the same size and of the same or similar materials and of like quality.

(k) Easement. Notwithstanding anything contained in this Declaration that may or might be construed to the contrary, each Owner of a Villa Parcel and each Owner of a Townhome Parcel shall automatically be deemed to have granted to the Owner of each adjacent Villa Parcel or Townhome Parcel, an easement for any encroachment that occurs if any of their party walls was not constructed exactly on the boundary of their Villa Parcel or Townhome Parcel.

ARTICLE VIII
CERTAIN RESTRICTIONS, EASEMENTS, RULES AND REGULATIONS

Section 8.1 Applicability. The provisions of this Article VIII shall be applicable to all of the Property and the use thereof, but shall not be applicable to Acacia, so long as the Option Agreement is in effect, or Developer, any of its designees, any builders who purchase their respective Lots from Developer, or other property owned by Developer or the aforesaid parties as may be designated by Developer.

If requested by any interested party, Developer shall give a written statement as to whether any particular person or entity is exempt from the provisions of this Article and to what property and for what period of time such exemption applies. The party receiving such statement shall be entitled to rely thereon and such statement shall be binding on Developer, the Master Association, and all other relevant persons and entities.

Section 8.2 Land Use and Building Type. No Lot or Unit shall be used except for residential purposes. No building constructed on a Lot shall be used except for residential purposes except for such ancillary or other commercial uses as applicable zoning codes and other laws and ordinances may permit to be made of otherwise residential buildings. However, without limiting the generality of Section 8.1 above, temporary uses by Developer and designees for model homes, sales displays, parking lots, sales offices and other offices, or any one or any combination of such uses, shall be permitted until permanent cessation of such uses takes place. No changes may be made in buildings erected or approved by Developer (except if such changes are made by Developer) without the consent of Developer, or the ARB, as appropriate and as provided herein.

Section 8.3 Easements. Easements for installation and maintenance of utilities, irrigation, and Community Systems are reserved as shown on the recorded Plat of Reflection Isles and as provided herein or otherwise of record. The area of each Lot or Unit covered by an easement and all improvements in the area shall be maintained continuously by the Owner of the

Order: 11221122 Page 26 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

Lot or Unit, except as provided herein to the contrary and except for installations for which a public authority or utility company is responsible. The appropriate water and sewer authority, electric utility company, telephone company, the Master Association, the Developer and their respective successors and assigns, shall have a perpetual easement for the installation and maintenance of all underground water lines, sanitary sewers, storm drains, electric, telephone, irrigation and Community System lines, cables and conduits, under and through the utility easements as shown on the Plat of Reflection Isles.

Section 8.4 Nuisances. No noxious, offensive or unlawful activity shall be carried on upon the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to other Owners.

ALL PERSONS ARE REFERRED TO ARTICLE XIII, SECTION 13.12 HEREOF WITH RESPECT TO CERTAIN ACTIVITIES OF DEVELOPER.

Section 8.5 Temporary Structures. No structure of a temporary character, or trailer, mobile home or recreational vehicle, shall be permitted on any Lots within the Property at any time or used at any time as a residence, either temporarily or permanently, except by Developer during construction. No gas tank, gas container or gas cylinder shall be permitted to be placed on or about the outside of any Unit or on or about any ancillary building, except for one (1) gas cylinder (not to exceed 20 lbs. capacity) connected to a barbecue grill.

Section 8.6 Signs. No sign of any kind shall be displayed to the public view on any Lot or Unit except only one sign of not more than one (1) square foot used to indicate the name of the resident or one sign of not more than one (1) square foot advertising the property for sale or for rent (in locations and in accordance with applicable design standards) or any sign used by Developer to advertise during the construction and sales period. No sign of any kind shall be permitted to be placed inside a Unit or on the outside walls of such Unit or on any fences on the Property, nor on the Common Areas, nor on dedicated areas, nor on entryways or any vehicles within the Property, except such as are placed by Developer.

Section 8.7 Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the Property, nor on dedicated areas, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the Property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the land subject to these restrictions. Without limiting the generality of Section 8.1 of this Article, this Section 8.7 shall not apply to any person, entity or property described in said Section 8.1. ALL PERSONS ARE REFERRED TO ARTICLE XIII, SECTION 13.12 HEREOF WITH RESPECT TO CERTAIN ACTIVITIES OF DEVELOPER.

Section 8.8 Pets, Livestock and Poultry. No animals, reptiles, wildlife, livestock or poultry of any kind shall be raised, bred or kept on any Lot or in any Unit, except that no more than two (2) household pets may be kept in a Unit, provided they are not kept, bred or maintained for any commercial purpose, and provided that they do not become a nuisance or

Order: 11221122 Page 27 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

annoyance to any neighbor by reason of barking or otherwise. No dogs or other pets shall be permitted to have excretions on any Common Areas, except areas designated by the Master Association, and Owners shall be responsible to clean up any such improper excretions. For purposes hereof, "household pets" shall mean dogs, cats and other animals expressly permitted by the Master Association, if any. Pets shall also be subject to all applicable rules and regulations. Nothing contained herein shall prohibit the keeping of fish or domestic (household-type) birds, as long as the latter are kept indoors and do not become a source of annoyance to neighbors.

Section 8.9 Visibility at Intersections. No obstruction to visibility at street intersections or Common Area intersections shall be permitted.

Section 8.10 Commercial Trucks, Trailers, Campers and Boats. Subject to the rules and regulations as the Master Association may, from time to time, promulgate, no truck or commercial vehicle of any kind shall be permitted to be parked or stored within the Property unless parked inside a garage at all times. The foregoing restriction shall not be deemed to prohibit the temporary parking of commercial vehicles on the Property while making delivery to or from, or while used in connection with providing services within the Property. For purposes hereof, a vehicle will be deemed commercial if commercial lettering or signs are painted to or affixed to the vehicle, or if commercial equipment is placed upon the vehicle, or if the vehicle is a truck, recreational vehicle, camper, trailer, or other than a vehicle manufactured as a private passenger vehicle. Motorcycles are not permitted except with the prior written consent of the Master Association, which may be withdrawn at any time, and any permitted motorcycle must be equipped with appropriate noise muffling equipment so as the operation of same does not create an unreasonable annoyance to the Owners within the Property. All vehicles parked within the Property must be in good condition, and no vehicle which is unlicensed or which cannot operate on its own power shall remain within the Property for more than twenty-four (24) hours, and no major repair of any vehicle shall be made on or within the Property.

Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the rules and regulations now or hereafter adopted may be towed by the Master Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of 24 hours from the time a notice of violation is placed on the vehicle. The Master Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing; and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean campers, mobile homes and trailers. An affidavit of the person posting the aforesaid notice stating that it was properly posted shall be conclusive and irrebuttable evidence of proper posting.

Section 8.11 Garbage and Trash Disposal. No garbage, refuse, trash or rubbish shall be deposited except in locations as permitted by the Master Association. The requirements from time to time of the applicable governmental authority, trash collection company or the Master Association (which may, but shall not be required to, provide solid waste removal services) for

Order: 11221122 Page 28 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

disposal or collection of waste shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All solid waste containers shall comply with applicable restrictions and the standards adopted by the Master Association (or the ARB) for such containers.

Section 8.12 No Drying. No clothing, laundry or wash shall be aired or dried outside on any portion of the Property.

Section 8.13 Unit Air Conditioners and Reflective Materials. No air conditioning units may be mounted through windows or walls. No building shall have any aluminum foil placed in any window or glass door or any reflective substance or other materials (except standard window treatments) placed on any glass, except such as may be approved by the ARB or its equivalent for energy conservation purposes.

Section 8.14 Exterior Antennas, etc. Unless prohibited by law, no exterior antennas, satellite dishes or similar equipment shall be permitted on any Residential Lot or improvement thereon other than satellite dishes eighteen (18) inches or less in diameter and which satellite dishes meet the requirements of and are approved by the ARB prior to installation.

Section 8.15 Chain Link Fences. No chain link fences shall be permitted on any Lot or portion thereof, unless installed by Developer during construction periods or as otherwise approved by Developer.

Section 8.16 Renewable Resource Devices. Nothing in this Declaration shall be deemed to prohibit the installation of energy devices based on renewable resources (e.g., solar collector panels); provided, however, that same shall be installed only in accordance with the reasonable standards adopted from time to time by the ARB. Such standards shall be reasonably calculated to maintain the aesthetic integrity of the Property without making the cost of the aforesaid devices prohibitively expensive.

Section 8.17 Trees, Shrubs and Artificial Vegetation. After conveyance of a Lot or Unit, no tree or shrub, the trunk of which exceeds two (2) inches in diameter, may be cut down, destroyed or removed from a Lot without the prior express written consent of the ARB. No artificial grass, plants or other artificial vegetation, or sculptural landscape decor, shall be placed or maintained upon the exterior portion of any Unit without the aforesaid ARB consent.

Section 8.18 Irrigation. At such time as the City of Fort Myers provides written notice to the Developer or the Master Association that "reuse" water is available for irrigation purposes to the Property, all irrigation of the Property shall be provided by such "reuse" water, and all use of groundwater and/or potable water for irrigation purposes shall be discontinued. All irrigation to any portion of the Property must be accomplished through use of the master irrigation system proposed to be established by Developer (the "Master Irrigation System"). The Master Irrigation System shall provide for pipes and conduits up to the point of connection to an individual Lot and shall be maintained by the Master Association. Any and all pipes, conduits and sprinklers, installed and/or located on an individual Lot shall be maintained by the individual Lot Owner.

Order: 11221122 Page 29 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

Irrigation from any source other than the Master Irrigation System, including but not limited to private wells, is prohibited. In addition, all Lots must be irrigated with an underground automatic sprinkler system. Provided, however, that Developer, in its sole discretion, may determine that such Master Irrigation System is not desirable or feasible, in which case water supply for the individual sprinkler systems serving each Lot may be provided by alternate sources, as so determined by Developer; however, any alternate source of irrigation shall utilize the "reclaimed" water provided to the Property by the City of Fort Myers, when same is made available. All irrigation shall comply with any irrigation plan for Reflection Isles or any appropriate portion thereof. Any party who violates this Section shall be financially and otherwise responsible (and may be specially assessed) for any negative impact on water quality, water level or vegetation control caused by such violation.

Section 8.19 Exterior Lighting. All exterior lighting shall be subject to prior approval by the ARB.

Section 8.20 Games and Play Structures. All play structures (except basketball backboards) shall be located at the rear of the Lot, or on the inside portion of corner Lots within the setback lines. No platform, doghouse, playhouse or structure of a similar kind or nature (except basketball backboards) shall be constructed on any part of a Lot located in front of the rear line of any Unit(s) constructed on the Lot, and any such structure must have the prior approval of the ARB.

Section 8.21 Fences and Walls. All fences and walls shall be a maximum of four (4) feet in height, and shall be constructed of aluminum with a bronze finish. The composition, location, color and height of any fence or wall to be constructed on any Lot is subject to the prior written approval of the ARB.

Section 8.22 Screen Enclosures. All screen enclosures, including but not limited to screen enclosures for lanais and swimming pools, shall have a bronze finish. The installation of any screen enclosure to be constructed on any Lot is subject to the prior written approval of the ARB.

Section 8.23 Mailboxes. No mailbox, paperbox or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar material shall be erected on any Lot without the approval of the ARB as to style and location. If and when the United States Postal Service or the newspaper or newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to Units, each Owner, at the request of the ARB, shall replace the boxes of receptacles previously employed for such purpose or purposes with wall receptacles attached to dwellings.

Section 8.24 Utility Connections. Permanent building connections for all utilities installed after the date hereof, including, but not limited to, water, electricity, telephone and television, shall be run underground from the proper connecting points to the building structure in such a manner to be acceptable to the governing utility authority. The foregoing shall not

Order: 11221122 Page 30 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

apply, however, to transmission lines, transformers and other equipment installed by public utility companies or as part of the Community Systems.

Section 8.25 Off-Street Motor Vehicles. No motorized vehicle may be operated off of paved roadways and drives except as specifically approved in writing by the Master Association for the purpose of maintenance, construction or similar purposes and except as operated by the Master Association or its contractors, subcontractors or designees.

Section 8.26 Storage and Meter Areas. All storage areas of any kind upon any Lot, and all meter and similar areas located upon the Lot, shall be completely screened from view from the exterior of the Lot.

Section 8.27 Rental and Leasing. No portion of a Unit (other than the entire Unit) may be rented. All leases shall be in writing and shall provide that the Master Association has the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Master Association, applicable rules and regulations, or other applicable provisions of any agreement, document or instrument governing the Property. Leasing of Units may also be subject to the prior written approval of the Master Association, and the Master Association may deny permission to lease any Unit on any reasonable grounds the Master Association may find. No lease shall be approved for a term of less than thirty (30) days. The Master Association shall have the right to adopt reasonable rules and regulations further governing the rental or leasing of Units within the Property, including, without limitation, establishing limits upon the frequency of rentals or leases. The rules and regulations governing rentals or leases may vary on the basis of building types (single family, multi-family, etc.) as the Board of Directors of the Master Association, in its discretion, deems appropriate.

Section 8.28 Additional Use Restrictions. The Board of Directors of the Master Association may adopt such additional use restrictions, rules or regulations, applicable to all or any portion or portions of the Property, and to waive or modify application of the foregoing use restrictions with respect to any Lot(s) or Unit(s), as the Board of Directors of the Master Association, in its sole discretion, deems appropriate.

Section 8.29 Amendment. For so long as Developer owns a Lot or Unit, no amendment may be made to this Article VIII without its prior express written consent.

Section 8.30 Required Consent from Acacia. Notwithstanding anything in this Declaration to the contrary, as long as the Option Agreement remains in effect, any subdivision or replat of the Property, or any portion thereof, or resubdivision of any Lot, shall require the prior written consent of Acacia. Further, as long as the Option Agreement remains in effect, no other covenants, conditions, restrictions or easements shall be recorded by Developer, any Owner or other person against any Lot, Unit or other portion of the Property without the provisions thereof having been first approved in writing by Acacia. Any plat or replat of the Property, any resubdivision of any Lot, and any covenants, conditions, restrictions or easements recorded without such approval of Acacia being evidenced thereon shall be null and void.

Order: 11221122 Page 31 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

ARTICLE IX
COMPLIANCE AND ENFORCEMENT

Section 9.1 Compliance by Owners. Every Owner and his/its tenants, guests, invitees, officers, employees, contractors, subcontractors and agents shall comply with any and all rules and regulations adopted by the Master Association as contemplated herein as well as the covenants, conditions and restrictions of this Declaration, and all governmental and/or quasi-governmental laws, ordinances or orders.

Section 9.2 Enforcement. Failure to comply with any of such rules or regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief or any combination thereof. The Master Association shall also have the right to suspend rights to use Common Areas as specified herein. The offending party shall be responsible for all costs of enforcement, including attorneys' fees actually incurred and court costs, through and including the appellate level.

Section 9.3 Fines and Suspensions. In addition to all other remedies, and to the maximum extent lawful, in the sole discretion of the Board of Directors of the Master Association, a fine or fines, or a suspension of the right to use the Common Areas and facilities for a reasonable period of time, may be imposed upon an Owner, or any tenant, guest or invitee, for failure of an Owner, or any of the other parties described in Section 9.1, above, to comply with this Declaration or with any rule or regulation, provided the following procedures are adhered to:

(a) Notice: The Master Association shall notify the person or entity sought to be fined or suspended of the infraction or infractions. Included in the notice shall be the date and time of a special meeting of a committee of at least three (3) Members appointed by the Board of Directors who are not officers, directors or employees of the Master Association, or the spouse, parent, child, brother or sister of an officer, director or employee of the Master Association at which time the person or entity sought to be fined or suspended shall present reasons why fines should not be imposed. At least fourteen (14) days' notice of such meeting shall be given.

(b) Hearing: The alleged non-compliance shall be presented to the committee as set forth in subsection 9.3(a) above, after which the committee shall hear reasons why a fine or suspension should not be imposed. The person or entity sought to be fined or suspended shall have a right to be represented by counsel and to cross-examine witnesses. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed.

(c) Amounts of Fines: The Board of Directors (if its committee's findings are made against the person or entity sought to be fined or suspended) may impose a fine against the person or entity sought to be fined against the Lot owned by the Owner not in excess of One Hundred Dollars ($100.00) per violation, per day, or any other amount as allowable by law.

Order: 11221122 Page 32 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

(d) Payment of Fines: Fines shall be paid not later than five (5) days after notice of the imposition or assessment of the penalties.

(e) Application of Fines: All monies received from fines shall be allocated as directed by the Board of Directors.

(f) Relation to Assessments: The requirements of this subsection do not apply to the imposition of suspensions or fines upon any Member or Owner because of the failure of the Member or Owner to pay assessments or other charges when due if such action is authorized by this Declaration, the Articles or By-Laws.

(g) Right to Ingress and Egress: Suspension of Common Area use rights shall not impair the right of a Member, an Owner or tenant of a Lot to have vehicular and pedestrian ingress to and egress from the Lot, including, but not limited to, the right to park.

(h) Non-exclusive Remedy: These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Master Association may be otherwise legally entitled; however, any fine paid by the offending Owner shall be deducted from or offset against any damages which the Master Association may otherwise be entitled to recover by law from such Owner.

ARTICLE X
DEVELOPMENT AND ARCHITECTURAL REVIEW; GENERAL POWERS

The following provisions of this Article X are subject to those of Article XI hereof.

Section 10.1 Purpose of Architectural Review Board. An Architectural Review Board (ARB) will be established by Developer to review all projects within Reflection Isles. The primary goal of the ARB is to review the application, plans, specifications, materials, and samples submitted to determine if the proposed submittal conforms in appearance and construction criteria set forth by the ARB.

The ARB does not seek to restrict individual taste or preferences. In general, its aim is to avoid harsh concepts in the landscape and architectural themes of Reflection Isles and to foster compatible design so that there is a harmony between neighboring residences. The ARB intends to be objective in the design review process and to maintain reasonableness to the individual aspects of design.

Section 10.2 Members of ARB. The Architectural Review Board of the Master Association, which is sometimes referred to in this Declaration as the "ARB", shall initially consist of three (3) members. The initial members of the ARB shall consist of persons designated by Developer. Members will be selected to create a balance of lay people and professionals with experience in architecture, construction and landscaping. Each of the initial members shall hold office until all Lots and improvements planned for Reflection Isles have been constructed and conveyed (if appropriate), or sooner at the option of Developer, whereupon

Order: 11221122 Page 33 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

Developer shall assign all the rights, duties, powers and obligations of the ARB to the Master Association. Thereafter, each new member of the ARB shall be appointed by the Board of Directors of the Master Association and shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided herein. Members of the ARB may be removed at any time without cause. The Board of Directors shall have the right to change the number of, and appoint and remove all members of the ARB, except those initially appointed by Developer and their replacements. Notwithstanding the foregoing, as long as TOUSA is the Developer and the Option Agreement is in effect, TOUSA may not, without the prior written consent of Acacia, assign to the Master Association its rights, duties, powers and obligations of the ARB, and any such assignment without such approval of Acacia shall be null and void.

The members of the ARB may be compensated for their services as such, in which event such compensation shall be a Common Expense of the Master Association. The ARB may, with the approval of the Board of Directors of the Master Association as to amounts, require the payment of a non-refundable filing fee as a condition to the consideration of any matter presented to it, such fees to be applied to the compensation of the ARB member and other expenses of the ARB (including, without limitation, overhead, development review, enforcement and other Master Association expenses reasonably allocable to the ARB).

Section 10.3 Responsibilities of ARB. On behalf of Master Association, the Architectural Review Board is empowered to perform the following services:

(a) To establish architectural motifs and exterior architectural theme.

(b) To establish architectural review criteria.

(c) To review all applications to the ARB for compliance with architectural review criteria and with this Declaration.

(d) To assure compatible architectural standards and harmonious relationships with neighboring properties.

(e) To enforce the provisions of this Declaration by any legal or equitable remedy.

(f) To monitor violations of architectural review criteria and notify Developer and the Board of Directors of the Master Association for appropriate action.

(g) To amend architectural review criteria as may be required from time to time.

(h) To contact those persons who have made application to the ARB whose plans and specifications have been disapproved and to provide reasonable assistance and

Order: 11221122 Page 34 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

recommendations for adjustments to bring applications into compliance with criteria and covenants.

(i) To maintain copies of applications to the ARB, architectural documents and related records.

(j) To make information available regarding activities of the Architectural Review Board and changes in criteria as they may occur. These changes include, but are not limited to, the following:

(1) Roof design.
(2) Fences, walls and similar structures.
(3) Exterior building materials and colors.
(4) Exterior landscaping.
(5) Exterior appurtenances relating to development and utility installations.
(6) Signs and graphics, mailboxes and exterior lighting.
(7) Building setbacks, side yards and related height and design criteria.
(8) Pedestrian and bicycle ways, sidewalks and pathways.
(9) All buildings, landscaping and improvements on lands owned or controlled by the Master Association, including recreational facilities.
(10) Driveways.
(11) Any other services reasonably dictated by the Master Association for the ARB to provide.

In addition to the power and duties set forth in this Article X, the ARB shall have the right and duty to enforce such development review, architectural control, maintenance and other requirements and restrictions imposed on any portion of Reflection Isles by Developer, by way of specific deed restrictions or contract, as Developer shall, in its sole discretion, if at all, elect to have enforced (subject at all times to Developer's right to modify or revoke such right and duty). Such election may be made by Developer in the applicable deed restrictions or by way of an exclusive or non-exclusive assignment of Developer's rights to enforce same. Further, Developer may provide for specific criteria and procedures to be used by the ARB in such regard (subject to later modification); absent such provision, the ARB is to proceed in the manner set forth in this Article.

Section 10.4 Review of Proposed Construction. No construction shall be allowed to commence within Reflection Isles unless it fully complies with all provisions and applicable development and building codes, zoning ordinances and any other appropriate governmental regulation. No construction shall be allowed to commence within Reflection Isles unless all required permits have been obtained from all pertinent and applicable public, governmental or quasi-governmental agencies, and all required fees have been paid. Any development standard or any proposed land use not specifically referred to in this Declaration shall be subject to the regulations and approval of the ARB and of Lee County or any other public, governmental or

Order: 11221122 Page 35 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

quasi-governmental authority which has jurisdiction over Reflection Isles. Any future request by an Owner within Reflection Isles for modification of existing structures, new additions or alterations shall be subject to the regulation and approval of both the ARB and/or Lee County, if applicable.

In general, the ARB shall be concerned with modifications to the following areas:

(a) buildings/patios/courtyards (including screening).
(b) signs.
(c) outside lighting.
(d) fences.
(e) hedges.
(f) exterior walls.
(g) walks/driveways.
(h) exterior doors.
(i) windows.
(j) pools.
(k) any other structures or plantings to be constructed, erected, removed, planted or maintained.

Subject to Section 10.11 below, no building, fence, wall or other structure or improvement (including, but not limited to, landscaping, hurricane protection, basketball hoops, birdhouses, other pet houses, asphalting or other improvements or changes thereto of any kind) shall be commenced, altered, removed, painted, erected or maintained in the Property, nor shall any addition, removal, change or alteration (including paint or exterior finishing) visible from the exterior of any Unit be made, nor shall any awning, canopy or shutter be attached to or placed upon outside walls or roofs of buildings or other improvements, unless and until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to, and approved in writing by, the ARB.

An Owner seeking review by the ARB shall submit to the ARB two (2) complete sets of plans and specifications of the proposed construction or modification solely at Owner's cost and expense. These plans and specifications shall be prepared by an architect, landscape architect, engineer, builder or other person found to be qualified by the ARB. The ARB shall have the right to request additional information, if, in its opinion, the information submitted is incomplete or insufficient. Submittals shall be accepted the first and third Wednesday of each month.

The ARB shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alteration, removal or addition contemplated thereby in the location(s) indicated will not be detrimental to the appearance of Reflection Isles as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and is otherwise desirable. The ARB may condition its approval of proposals and plans and specifications as it deems appropriate, and may require submission of additional plans and specifications at Owner's sole cost and expense or other information prior to approving or disapproving material submitted. The ARB may also issue rules or guidelines setting forth additional procedures for the submission of plans for approval. The ARB may require such

Order: 11221122 Page 36 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors. Until receipt by the ARB of all required plans and specifications, the ARB may postpone review of any plans submitted for approval. Upon such receipt, the ARB shall have forty-five (45) days in which to accept or reject any proposed plans and if the ARB does not reject same within such period, said plans shall be deemed approved. The ARB herein shall be the ultimate deciding body and its decisions shall take precedence over all others.

After approval by the ARB, all improvements shall be completed within a reasonable time from commencement of the improvement. The ARB may establish, but is not required to establish, a specific time for completion of construction as a condition of its approval.

If approval or disapproval of any plan is not received within 45 days after written request is delivered to the ARB by the Owner or Owner's Agent, then no approval by the ARB shall be required. In no event may any modification be allowed to remain which violates any of this Declaration, or which violates any zoning or building ordinance or regulation.

In the event approval is denied by the ARB, the Owner may request a hearing before the ARB to justify its position. The ARB may attempt to work with the Owner to suggest alternative methods that will accomplish the Owner's objectives and also meet with ARB approval; provided, however, without limiting the generality of Section 10.9 hereof, the ARB is not liable for design or engineering criteria and Owner shall be solely responsible for same.

The ARB may render its decision within ten (10) days after the appeal has been heard and the decision of the ARB shall be binding on the Owner.

All changes and alterations shall also be subject to all applicable permit requirements and to all applicable governmental and/or quasi-governmental laws, statutes, ordinances, rules, regulations, orders and decrees.

The ARB may require the payment of fees by a party requesting its approval hereunder, whereby such fees may be applied to ARB-related costs, expenses and salaries at the discretion of the ARB.

Section 10.5 Meetings of the ARB. The ARB shall meet from time to time as necessary to perform its duties hereunder, and to review applications received within thirty (30) days of receipt. The ARB may from time to time, by resolution unanimously adopted in writing, designate a ARB representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the ARB, except the granting of variances pursuant to Section 10.10 hereof. In the absence of such designation, the vote of any two (2) members of the ARB shall constitute an act of the ARB.

Section 10.6 No Waiver of Future Approvals. The approval of the ARB of any proposals or plans and specifications or drawings for any work done or proposed, or in

Order: 11221122 Page 37 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

connection with any other matter requiring the approval and consent of the ARB, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatsoever, subsequently or additionally submitted for approval or consent.

Section 10.7 Compensation of Members. The members of the ARB shall be entitled to receive compensation for services rendered and reimbursement for expenses incurred by them in the performance of their duties hereunder.

Section 10.8 Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

(a) Upon the completion of any work for which approved plans are required under this Article, the applicant (who may be an Owner) for such approval (the "Applicant") shall give written notice of completion to the ARB.

(b) Within sixty (60) days thereafter, the ARB or its duly authorized representative may, but is not required to, inspect such improvement. If the ARB finds that such work was not effected in substantial compliance with the approved plans, it shall notify the Applicant in writing of such noncompliance within such sixty (60) day period, specifying the particulars of noncompliance, and shall require the Applicant to remedy the same.

(c) If, upon the expiration of thirty (30) days from the date of such notification, the Applicant shall have failed to remedy such noncompliance, the ARB shall then determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Applicant shall remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the ARB ruling. If the Applicant does not comply with the ARB ruling within such period, the ARB shall have the authority to, at its option, (i) impose penalties as follows: (a) cash fine of $100.00 per day and/or (b) stop work order; (ii) remove the noncomplying improvement, or (iii) remedy the noncompliance, and the Applicant shall reimburse the Master Association, upon demand, for all fines, expenses incurred in connection therewith, plus an administrative charge to be determined by the Master Association (to cover the Master Association's administrative expenses in connection with the foregoing and to discourage the Applicant from failing to so comply).

(d) If for any reason the ARB fails to notify the Applicant of any noncompliance within sixty (60) days after receipt of said written notice of completion from the Applicant, the improvement shall be deemed to have been made in accordance with said approved plans.

Section 10.9 Limitation of Responsibilities and Waiver of ARB Members. The primary role of the ARB is to review the applications, plans, specifications, materials, and samples submitted and to determine if the proposed modifications conform in appearance and

Order: 11221122 Page 38 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

construction criteria with the standards and policy as set forth by the ARB. The ARB does not assume responsibility for construction, including but not limited to the following:

(a) The structural adequacy, capacity or safety features of the proposed improvement or structure.

(b) Soil erosion, uncompactable or unstable soil conditions.

(c) Compliance with any and all building codes, safety requirements, governmental laws, regulations and ordinances.

(d) Performance or quality of work or any contractor or subcontractor.

Neither the ARB nor any member thereof, nor its duly authorized representative, nor Developer or Acacia, shall be liable to the Master Association, or to any Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance or non-performance of the ARB's duties hereunder. The ARB shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition solely on the basis of aesthetic considerations and the benefit or detriment which would result to the immediate vicinity and to Reflection Isles. The ARB shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, or warranty as to, any plan or design from the standpoint of structural safety or conformance with building or other codes. The ARB and Developer do not determine or assume any responsibility for the quality of construction or structural soundness of any improvements, and no obligation or liability relating to construction of any improvements shall result from review or approval of any plans by the ARB and/or Developer. Furthermore, the ARB and/or Developer do not evaluate plans to determine whether the plans satisfy all applicable governmental requirements.

Section 10.10 Variance. The ARB may authorize variances from compliance with any of the architectural provisions of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations require so long as such variances do not conflict with any law or ordinance without first obtaining appropriate governmental or quasi-governmental approvals, as applicable. Such variances must be evidenced in writing which must be signed by at least a majority of the members of the ARB. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variances were granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental, laws and regulations, including, but not limited to, zoning ordinances and set-back lines or requirements imposed by any governmental, quasi-governmental or municipal authority.

Order: 11221122 Page 39 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

Section 10.11 Exemptions. Acacia (so long as the Option Agreement is in effect) and Developer and its designees shall be exempt from the provisions hereof with respect to improvements, alterations and additions and removals desired to be affected by any of them and shall not be obligated to obtain ARB approval for any construction or changes which any of them may elect to make at any time.

ARTICLE XI
MASTER ASSOCIATION AND DEVELOPER

Section 11.1 Preamble. In order to ensure the orderly development, operation and maintenance of Reflection Isles and the Property, this Article has been promulgated for the purposes of (1) giving the Master Association certain powers to effectuate such goal; (2) providing for intended (but not guaranteed) economies of scale; and (3) establishing the framework of the mechanism through which the foregoing may be accomplished.

Section 11.2 Development and Architectural Review, Maintenance and Use Restrictions. The Master Association (through the ARB) shall exercise the sole architectural control/development review functions reserved in Section 11.8 hereof. Further, the ARB shall carry out the functions provided for in Article X hereof. The Master Association (through the ARB) shall also have such development review rights and powers as are assigned to it by Developer in connection with applicable deed restrictions, contracts or other instruments, which rights and powers shall be exclusive unless otherwise provided in the applicable assignment.

The Master Association shall have the power to enforce all use restrictions.

Section 11.3 Collection of Assessments. The Master Association shall have the right to collect all assessments made pursuant to this Declaration, or may delegate same, in accordance with the procedures set forth in Article VI herein.

Section 11.8 Certain Reserved Functions of the Master Association. Notwithstanding anything to the contrary contained in this Declaration, the following powers, rights and duties (and all remedies necessary or convenient to exercise or enforce same) are hereby reserved to the Master Association and/or ARB, as appropriate (unless subsequently waived or delegated in a written instrument expressly intended to have such effect) all such powers, rights and duties described in Sections 8.3, 8.6, 8.11, 8.18, 8.19, 8.21, 8.24, and 8.26 as to Owners and their Lots, Units and activities within the Property (particularly, but without limitation, as to activities within the Common Areas);

As used in this Section, the term Owner shall include any family member, guest, tenant, agent, invitee, licensee, contractor or subcontractor of an Owner.

Order: 11221122 Page 40 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

ARTICLE XII
INSURANCE

Section 12.1 Lots and Units. Since the Master Association is created mainly for the purpose of providing maintenance services, as herein described, there are no provisions herein as to the procuring of insurance on any Lot or Unit. Such insurance shall be obtained by each Owner. The Master Association has no obligation whatsoever regarding insurance of a Lot or Unit

Section 12.2 Common Areas. The Master Association shall purchase and maintain a policy of property insurance covering all the Common Areas (except land, foundation, excavation and other items normally excluded from coverage) and any common personal property and supplies owned by the Master Association. This insurance policy shall afford, as a minimum, protection against loss or damage by fire and other perils normally covered by a standard extended coverage endorsement, as well as all other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement, where such is available. This policy shall be in an amount equal to one hundred percent (100%) of current replacement cost of the Common Areas, exclusive of land, foundation, excavation and other items normally excluded from coverage. The policies may not be cancelled or substantially modified without at least ten (10) days' prior written notice to the Master Association. The Master Association shall also obtain, if available, the following special endorsements: "Agreed Amount" and "Inflation Guard Endorsement."

Section 12.3 Liability Insurance. The Association shall maintain comprehensive general liability insurance coverage covering all of its maintenance activities. The coverage shall be in the minimum amount of at least One Million Dollars ($1,000,000.00) for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Coverage shall include, without limitation, legal liability of the insured for property damage, bodily injuries and deaths of persons in connection with its maintenance activities, and legal liability arising out of lawsuits related to employment contracts of the Master Association. Such policies must provide that they may not be cancelled or substantially modified by any party, without at least ten (10) days' prior written notice to the Master Association.

Section 12.4 Fidelity Bonds. The Master Association shall maintain a blanket fidelity bond for all officers, directors, trustees and employees of the Master Association and all other persons handling or responsible for funds of or administered by the Master Association. In the event the Master Association delegates some or all of the responsibility for the handling of the funds to a management agent, such bonds are required for its officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Master Association. The amount of the fidelity bond shall be based upon best business judgment and shall not be less than the estimated maximum of funds, including reserve funds, in custody of the Master Association or the management agent, as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of such bonds be less than an amount equal to

Order: 11221122 Page 41 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

three months aggregate assessments on all Lots or Units, plus reserve funds. The fidelity bonds required herein must meet the following requirements:

(a) Fidelity bonds shall name the Master Association as an obligee;

(b) The bonds shall contain waivers by the insurers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employee", or similar terms or expressions;

(c) The premiums on all bonds required herein for the Master Association (except for premiums on fidelity bonds maintained by a management agent, or its officers, employees and agents) shall be paid by the Master Association as a Common Expense;

(d) The bond shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days' prior written notice to the Master Association.

Section 12.5 Directors and Officers Errors and Omissions Insurance. The Master Association shall maintain errors and omissions insurance for all of its past and present directors and officers, including but not limited to any officer or director appointed or elected by Developer, in the minimum amount of One Million Dollars ($1,000,000.00), which insurance shall provide coverage for any acts taken or omissions made no matter when a claim is presented, and further that said insurance shall at all times contain tail coverage in order that there shall never be a gap in coverage for any act or omission by any officer or director of the Master Association.

Section 12.6 Purchase of Insurance. All insurance purchased pursuant to this Article XII shall be purchased by the Master Association for the benefit of the Master Association and the Owners and shall provide for the issuance of certificates of insurance to Owners. The policies shall provide that the insurer waives its rights of subrogation as to any claims against Owners and the Master Association, their respective servants, agents and guests. Each Owner and the Master Association hereby agree to waive any claim against each other and against other Owners for any loss or damage for which insurance hereunder is carried where the insurer has waived its rights of subrogation as aforesaid.

Section 12.7 Cost and Payment of Premiums. The Master Association shall pay the cost of obtaining all insurance hereunder, excluding only the insurance as may be purchased by individual Owners, and any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof.

Section 12.8 Association as Agent. The Master Association is irrevocably appointed agent for each Owner, for each holder of a mortgage upon a Lot or Unit, and for each owner of any other interest in a Lot or Unit or the Common Areas to adjust all claims arising under insurance policies purchased by the Master Association and to execute and deliver releases upon the payment of claims.

Order: 11221122 Page 42 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

Section 12.9 Estimates. In all instances hereunder, immediately after a casualty causing damage to the property for which the Master Association has the responsibility of maintenance and repair, the Master Association shall obtain a reliable, detailed estimate of the cost to place the damaged property in a condition as good as that before the casualty. Such cost may include professional fees and premiums for such bonds as the Board of Directors may deem necessary.

Section 12.10 Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction, or if, at any time during reconstruction or upon completion of reconstruction, the funds for the payment of the costs of reconstruction are insufficient, assessments shall be made against the Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments shall be uniform against all Owners.

Section 12.11 Authority of Association. In all instances herein, except when a vote of the membership of the Master Association is specifically required, all decisions, duties and obligations of the Master Association hereunder may be made by the Board of Directors. The Master Association, its Members and Owners shall jointly and severally be bound thereby.

ARTICLE XIII
GENERAL PROVISIONS

Section 13.1 Duration. The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by Acacia (so long as the Option Agreement is in effect), Developer, the Master Association, the Owner of any land subject to this Declaration, the ARB and their respective legal representatives, heirs, successors and assigns, for a term of ninety-nine (99) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of 75%, and the mortgagees of 100%, of the Lots or Units, agreeing to revoke said covenants has been recorded and Developer has given its prior written consent thereto. In addition, so long as the Option Agreement remains in effect, the prior written consent of Acacia to any revocation also shall be required, and any revocation without such consent shall be null and void and of no force or effect. No such agreement to revoke shall be effective unless made and recorded three (3) years in advance of the effective date of such agreement and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken. This Section 13.1 shall not obligate or be construed to obligate Acacia or Developer, or their respective agents, representatives or employees, to undertake any affirmative action to enforce the provisions of this Declaration, or any provision hereof, or to undertake any remedial or corrective action with respect to any actual or asserted violation hereof.

Section 13.2 Notice. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Master Association at the time of such mailing.

Order: 11221122 Page 43 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

Section 13.3 Enforcement. Enforcement of these covenants and restrictions shall be accomplished by means of a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure of the Master Association, Developer, Acacia, the ARB, any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 13.4 Severability. Invalidation of any one of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

Section 13.5 Amendment. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of this Declaration may be amended, changed or added to at any time and from time to time (including, without limitation, in order to meet any requirements, standards or guidelines of FNMA, FHLMC, GNMA, VA or FHA as to all or any portion of Reflection Isles) upon the execution and recordation of an instrument executed by Developer alone, for so long as it holds title to any Lot or Unit affected by this Declaration; or alternatively, by approval at a meeting of Owners holding not less than 66-2/3% of the votes of the membership of the Master Association, provided that so long as Developer is the Owner of any Lot or Unit affected by this Declaration, Developer's consent must be obtained if such amendment, in the sole opinion of Developer, affects its interest. Further, notwithstanding any other provision of this Declaration, so long as Acacia owns any Lot or Unit in the Property, any amendment to this Declaration shall require the prior written approval of Acacia. Any purported amendment without such approval shall be deemed void and of no force and effect.

Notwithstanding anything to the contrary contained herein, no amendment shall be effective which alters the rights and privileges of the South Florida Water Management District, without its written consent and joinder. Any amendment proposed to the Governing Documents which would affect the surface water management system shall be submitted to the South Florida Water Management District for a determination of whether the amendment necessitates a modification of the South Florida Water Management District permit.

Section 13.6 Conflict. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and By-Laws of the Master Association and the Articles shall take precedence over the By-Laws.

Section 13.7 Effective Date. This Declaration shall become effective upon its recordation in the Lee County, Florida, Public Records.

Section 13.8 Standard for Consent, Approval, Completion, Other Action and Interpretation. Whenever this Declaration shall require the consent, substantial completion, or other action by Developer, Acacia, the Master Association or the ARB, such consent, approval or action may be withheld in the sole and unfettered discretion of the party requested to give such

Order: 11221122 Page 44 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

consent or approval or take such action, and all matters required to be completed or substantially completed by Developer, the Master Association or the ARB shall be deemed so completed or substantially completed when such matters have been completed or substantially completed in the reasonable opinion of Developer, Association or ARB, as appropriate. This shall be interpreted by the Board of Directors and an opinion of counsel of the Master Association rendered in good faith that a particular interpretation is not unreasonable shall establish the validity of such interpretation.

Section 13.9 Easements. For as long as the Developer owns any of the Lots or Parcels, and subject to the approval of Acacia, if then applicable, the Developer shall have certain rights with respect to easements on the Property. The Developer has, and shall be deemed to have reserved, the right: to create additional easements, to eliminate or reduce the size of existing easements, and to relocate easements on the Property. Should the intended creation of any easement provided for in this Declaration fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to be so created shall nevertheless be considered as having been granted directly to the Master Association as agent for such intended grantees for the purpose of allowing the original party or parties to whom the easements were originally to have been granted the benefit of such easement and the Owners hereby designate Developer and the Master Association (or either of them) as their lawful attorney-in-fact to execute any instrument on such Owners' behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created herein. Formal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited in some or all of such provisions.

Section 13.10 CPI. Whenever specific dollar amounts are mentioned in this (or in the Articles or By-Laws or rules and regulations of the Master Association), unless limited by law, such amounts will be increased from time to time by application of a nationally recognized consumer price index chosen by the Board of Directors of the Master Association, using the date this is recorded as the base year. In the event no such consumer price index is available, the Board shall choose a reasonable alternative to compute such increases.

Section 13.11 Notices and Disclaimers as to Community Systems. Developer, the Master Association, or their successors, assigns or franchisees and any applicable cable telecommunications system operator (an "Operator"), may, but are not obligated to, enter into contracts for the provision of security services through any Community Systems. DEVELOPER, ACACIA, THE MASTER ASSOCIATION, AND THEIR FRANCHISEES, AND ANY OPERATOR, DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR IMPLIEDLY, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY SUCH SECURITY SYSTEM OR SERVICES, OR THAT ANY SYSTEM OR SERVICES WILL PREVENT INTRUSIONS, FIRES OR OTHER OCCURRENCES, OR THE CONSEQUENCES OF SUCH OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE SYSTEM OR SERVICES ARE DESIGNED TO MONITOR SAME; AND EVERY OWNER OR OCCUPANT OF PROPERTY SERVICED BY THE COMMUNITY SYSTEMS ACKNOWLEDGES THAT DEVELOPER, ACACIA, THE MASTER ASSOCIATION, OR ANY SUCCESSOR, ASSIGN

Order: 11221122 Page 45 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

OR FRANCHISEE OF DEVELOPER OR ANY OF THE OTHER AFORESAID ENTITIES AND ANY OPERATOR, ARE NOT INSURERS OF THE OWNER'S OR OCCUPANT'S PROPERTY OR OF THE PROPERTY OF OTHERS LOCATED ON THE PREMISES AND WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES OR DEATHS RESULTING FROM SUCH OCCURRENCES. It is extremely difficult and impractical to determine the actual damages, if any, which may proximately result from a failure on the part of a security service provider to perform any of its obligations with respect to security services and, therefore, every Owner or occupant of property receiving security services through the Community Systems agrees that Developer, Acacia, the Master Association,-or any successor, assign or franchisee thereof and any Operator assumes no liability for loss or damage to property or for personal injury or death to persons due to any reason, including, without limitation, failure in transmission of an alarm, interruption of security service or failure to respond to an alarm because of (a) any failure of the Owner's security system, (b) any defective or damaged equipment, device, line or circuit, (c) negligence, active or otherwise, of the security service provider or its officers, agents or employees, or (d) fire, flood, riot, war, act of God or other similar causes which are beyond the control of the security services through the Community Systems, and further agrees for himself, his grantees, tenants, guests, invitees, licensees and family members that if any loss, damage, injury or death should result from a failure of performance or operation, or from defective performance or operation, or from improper installation, monitoring or servicing of the system, or from negligence, active or otherwise, of the security service provider or its officers, agents, any franchisee of the foregoing and the operator or their successors or assigns, for loss, damage, injury or death sustained shall be limited to a sum not exceeding Two Hundred Fifty and No/100 ($250.00) U.S. Dollars, which limitation shall apply irrespective of the cause or origin of the loss or damage and notwithstanding that the loss or damage results directly or indirectly from negligent performance, active or otherwise, or non-performance by an officer, agent or employee of Developer, Acacia, the Master Association, or any franchisee, successor or assign of any of same or any operator. Further, in no event will Developer, Acacia, the Master Association, any Operator or any of their franchisees, successors or assigns, be liable for consequential damages, wrongful death, personal injury or commercial loss.

In recognition of the fact that interruptions in cable television and other Community Systems services will occur from time to time, no person or entity described above shall in any manner be liable, and no user of any Community System shall be entitled to refund, rebate, discount or offset in applicable fees, for any interruption in Community System services, regardless of whether or not same is caused by reasons within the control of the then provider(s) of such services.

Section 13.12 Development and Other Activities. ALL OWNERS, OCCUPANTS AND USERS OF THE PROPERTIES ARE HEREBY PLACED ON NOTICE THAT DEVELOPER AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES WILL BE, FROM TIME TO TIME, CONDUCTING EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO REFLECTION ISLES. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND

Order: 11221122 Page 46 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

BY USING ANY PORTION OF THE PROPERTIES, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO REFLECTION ISLES WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) THAT NEITHER DEVELOPER NOR THE OTHER AFORESAID RELATED PARTIES, NOR ACACIA, SHALL BE LIABLE BUT, RATHER, SHALL BE HELD HARMLESS, FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, (iv) ANY PURCHASE OR USE OF ANY PORTION OF REFLECTION ISLES HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING AND (v) THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO DEVELOPER TO SELL, CONVEY, LEASE AND/OR ALLOW THE USE OF THE APPLICABLE PORTION OF REFLECTION ISLES.

Section 13.13 Covenants Running with the Land. ANYTHING TO THE CONTRARY HEREIN NOTWITHSTANDING AND WITHOUT LIMITING THE GENERALITY (AND SUBJECT TO THE LIMITATIONS) OF SECTION 13.1 HEREOF, IT IS THE INTENTION OF ALL PARTIES AFFECTED HEREBY (AND THEIR RESPECTIVE HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS) THAT THESE COVENANTS AND RESTRICTIONS SHALL RUN WITH THE LAND AND WITH TITLE TO THE PROPERTIES. WITHOUT LIMITING THE GENERALITY OF SECTION 13.4 HEREOF, IF ANY PROVISION OR APPLICATION OF THIS DECLARATION WOULD PREVENT THIS DECLARATION FROM RUNNING WITH THE LAND AS AFORESAID, SUCH PROVISION AND/OR APPLICATION SHALL BE JUDICIALLY MODIFIED, IF AT ALL POSSIBLE, TO COME AS CLOSE AS POSSIBLE TO THE INTENT OF SUCH PROVISION OR APPLICATION AND THEN BE ENFORCED IN A MANNER WHICH WILL ALLOW THESE COVENANTS AND RESTRICTIONS TO SO RUN WITH THE LAND; BUT IF SUCH PROVISION AND/OR APPLICATION CANNOT BE SO MODIFIED, SUCH PROVISION AND/OR APPLICATION SHALL BE UNENFORCEABLE AND CONSIDERED NULL AND VOID IN ORDER THAT THE PARAMOUNT GOAL OF THE PARTIES AFFECTED HEREBY (THAT THESE COVENANTS AND RESTRICTIONS RUN WITH THE LAND AS AFORESAID) BE ACHIEVED.

Section 13.14 Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Master Association unless approved by eighty percent (80%) of all the votes entitled to be cast by all of the voting Members. This Section shall not apply, however, to (a) actions brought by the Master Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of assessments as provided in Article VI hereof, (c) proceedings involving challenges to ad valorem

Order: 11221122 Page 47 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

taxation, or (d) counterclaims brought by the Master Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by Developer (with the consent of Acacia, so long as the Option Agreement remains in effect) or is approved by the percentage of Member votes, and pursuant to the same procedures necessary to institute proceedings as provided above.

Section 13.15 Notices and Disclaimers as to Water Bodies. NEITHER ACACIA, DEVELOPER, THE MASTER ASSOCIATION, NOR ANY OF THEIR OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUB-CONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY WITHIN REFLECTION ISLES EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY, OR CONTRACTED FOR WITH, AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF REFLECTION ISLES LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

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

Section 13.16 Certain Reserved Rights of Developer with Respect to Community Systems. Without limiting the generality of any other applicable provisions of this Declaration, and without such provisions limiting the generality hereof, Developer hereby reserves and retains to itself:

(a) The title to any Community Systems and a perpetual easement for the placement and location thereof.

(b) The right to connect, from time to time, the Community Systems to such receiving or intermediary transmission source(s) as Developer may in its sole discretion deem appropriate including, without limitation, companies licensed to provide CATV service in Lee County, Florida, for which service Developer shall have the right to charge any users a reasonable fee (which shall not exceed any maximum allowable charge provided for in the Code of Laws and Ordinances of Lee County).

Order: 11221122 Page 48 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

(c) The right to offer from time to time security services, including but not limited to alarm monitoring, through the Community Systems.

Section 13.17 Use of Reflection Isles Name. All parties owning or otherwise making any use of any portion of Reflection Isles shall be deemed, by virtue of accepting such ownership or making such use, to have covenanted and agreed that (i) "Reflection Isles" is a registered trademark of TOUSA, (ii) except as provided below, no usage of that mark or name will be made in naming or referring to any business or activity within or outside of Reflection Isles; and (iii) generally, no usage of that mark or name will be made whatsoever without the express prior written approval of Developer.

Section 13.18 Limitation on Rights as Developer. Notwithstanding any other provision contained in this Declaration, as long as TOUSA is the Developer, TOUSA shall not, without the prior written consent of Acacia, have the right to exercise any of the "Developer" rights under this Declaration in any manner which will have a material or adverse impact on any Lot(s) in the Property owned by Acacia.

Section 13.19 Termination of Option Agreement. Notwithstanding any other provision of this Declaration, Developer and Acacia acknowledge that, upon recordation of a termination of the Option Agreement in the Public Records of Lee County, Florida, the Option Agreement, for purposes of this Declaration, shall be deemed terminated and shall no longer be in force or have any effect hereunder.

EXECUTED as of the date first above written.

DEVELOPER

Signed, sealed and delivered
in the presence of:

Judith A. Fisher
Witness Signature
Judith A. Fisher
(Printed Name of Witness)

Witness Signature
SANDRA I ORTIZ
(Printed Name of Witness)

TOUSA Homes, Inc.,
a Florida corporation

By: _____
Print Name: David A. Cobb
Title: Division President

Order: 11221122
Doc: FLLEEX:2006 00270400
Page 49 of 136
Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
53

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 30th day of May, 2006, by David A. Cobb, as Division President of TOUSA HOMES, INC., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

Sara Maliva
Signature of person taking acknowledgment

SARA MALIVA
Name typed, printed or stamped

My commission expires:

SARA MALIVA
MY COMMISSION # DD 189544
EXPIRES: July 5, 2007
Bonded Thru Notary Public Underwriters

Order: 11221122 Page 50 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

ACACIA

Signed and delivered
in the presence of:

Witness Signature

Witness Printed Name

Witness Signature

Witness Printed Name

ACACIA CREDIT FUND 9-A, L.L.C.,
a Delaware limited liability company

By: Fund 9-A Management Company ,L.L.C.,
a Delaware limited liability company, its
Managing Member

By: Acacia Capital Corporation,
a California corporation, its
Managing Member

By:
Print Name: Steven S. Benson
Title: Exec. Vice President

STATE OF ARIZONA)
)
COUNTY OF MARICOPA) SS.

The foregoing instrument was acknowledged before me this 5th day of June, 2006, by Steven S. Benson, Exec. Vice President of Acacia Capital Corporation, a California corporation, in its capacity as Managing Member of Fund 9-A Management Company L.L.C., a Delaware limited liability company, the Managing Member of ACACIA CREDIT FUND 9-A L.L.C., a Delaware limited liability company, for and on behalf thereof. He is personally known to me or has produced _____ identification.

TERESA G. HALL
Notary Public - Arizona
MARICOPA COUNTY
My Commission Expires
JANUARY 9, 2009

Signature of person taking acknowledgment

Teresa G. Hall
Name typed, printed or stamped

My commission expires: 01/09/09

Order: 11221122 Page 51 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

EXHIBIT "A"
Legal Description

Banks Engineering, Inc.
Προφεσσιοναλ Ενγινεερσ, Πλαννερσ & Λανδ Συρωεψορσ
ΦΟΡΤ ΜΨΕΡΣ ♦ ΝΑΠΛΕΣ ♦ ΣΑΡΑΣΟΤΑ
ΗΟΛΜΕΣ ΒΕΑΧΗ ♦ ΠΟΡΤ ΧΗΑΡΛΟΤΤΕ

DESCRIPTION OF A PARCEL OF LAND
LYING IN
SECTIONS 3, 4 & 10, TOWNSHIP 45 SOUTH, RANGE 25 EAST
CITY OF FORT MYERS
LEE COUNTY, FLORIDA

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTIONS 3, 4 & 10, TOWNSHIP 45 SOUTH, RANGE 25 EAST, BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 10, TOWNSHIP 45 SOUTH, RANGE 25 EAST; THENCE S88°54'32"W FOR 2,060.00 FEET; THENCE N31°38'21"E FOR 261.19 FEET; THENCE N01°23'47"W FOR 277.77 FEET; THENCE N37°53'18"E FOR 246.16 FEET; THENCE N18°15'00"E FOR 91.84 FEET; THENCE N56°35'37"E FOR 169.92 FEET; THENCE N85°38'45"E FOR 379.20 FEET; THENCE N70°16'34"E FOR 105.12 FEET; THENCE N06°16'12"E FOR 108.85 FEET; THENCE N89°11'29"E FOR 322.80 FEET; THENCE N71°11'39"E FOR 95.05 FEET; THENCE N55°29'42"E FOR 156.24 FEET; THENCE S86°54'42"E FOR 285.36 FEET; THENCE N55°11'00"E FOR 58.82 FEET; THENCE N73°00'08"E FOR 140.00 FEET; THENCE N54°05'49"E FOR 115.77 FEET; THENCE N10°34'05"E FOR 104.79 FEET; THENCE N24°05'57"E FOR 100.09 FEET; THENCE N67°22'01"E FOR 230.59 FEET; THENCE S85°03'28"E FOR 211.24 FEET; THENCE N05°10'02"E FOR 54.09 FEET; THENCE N27°24'58"E FOR 106.63 FEET; THENCE N10°08'05"E FOR 139.90 FEET; THENCE N44°41'11"E FOR 147.83 FEET; THENCE N62°35'02"W FOR 105.53 FEET; THENCE N23°59'48"E FOR 476.74 FEET; THENCE N15°42'08"E FOR 184.07 FEET; THENCE N88°09'46"E FOR 190.18 FEET; THENCE S01°19'23"W FOR 243.00 FEET; THENCE S87°40'37"E FOR 838.00 FEET; THENCE S02°10'37"E FOR 387.06 FEET; THENCE N86°41'03"E FOR 1,133.06 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 250.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 78°29'05" FOR 342.45 FEET; THENCE S14°49'52"E FOR 542.01 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 22,685.31 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°26'29" FOR 966.63 FEET; THENCE S82°23'52"E FOR 122.31 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 75 (I-75), SAID POINT BEING ON A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES S77°42'57"W, A RADIAL DISTANCE OF 22,800.31 FEET; THENCE SOUTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 4°40'44" FOR 1861.91 FEET; THENCE S.83°11'11"W. FOR 258.73 FEET; THENCE S.06°48'49"E. FOR 208.71 FEET; THENCE N.83°11'11"E. FOR 260.66 FEET TO AN INTERSECTION WITH THE SAID WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 75 (I-75)

6640 Ωιλλοω Παρκ Δριωε – Συιτε Β – Ναπλεσ, Φλοριδα 34109 • (239)597-2061 • Φαξ (239)597-3082
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AND TO A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES S.82°55'09"W., A RADIAL DISTANCE OF 22800.31 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 2°14'24" FOR 891.41 FEET; TO AN INTERSECTION WITH THE SOUTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 10; THENCE S89°29'50"W ALONG SAID SOUTH LINE FOR 1497.40 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER (NE 1/4); THENCE CONTINUE S89°29'50"W ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 10 FOR 1932.73 FEET; THENCE S00°38'06"E FOR 5.00 FEET; THENCE S89°29'50"W FOR 60.00 FEET; THENCE N00°38'06"W FOR 5.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 10; THENCE S89°29'50"W ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER (NW 1/4) FOR 624.24 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 10; THENCE N00°48'34"W ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10 FOR 2643.88 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 442.80 ACRES, MORE OR LESS.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE EAST 30 FEET OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 AND THE WEST 30 FEET OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA.

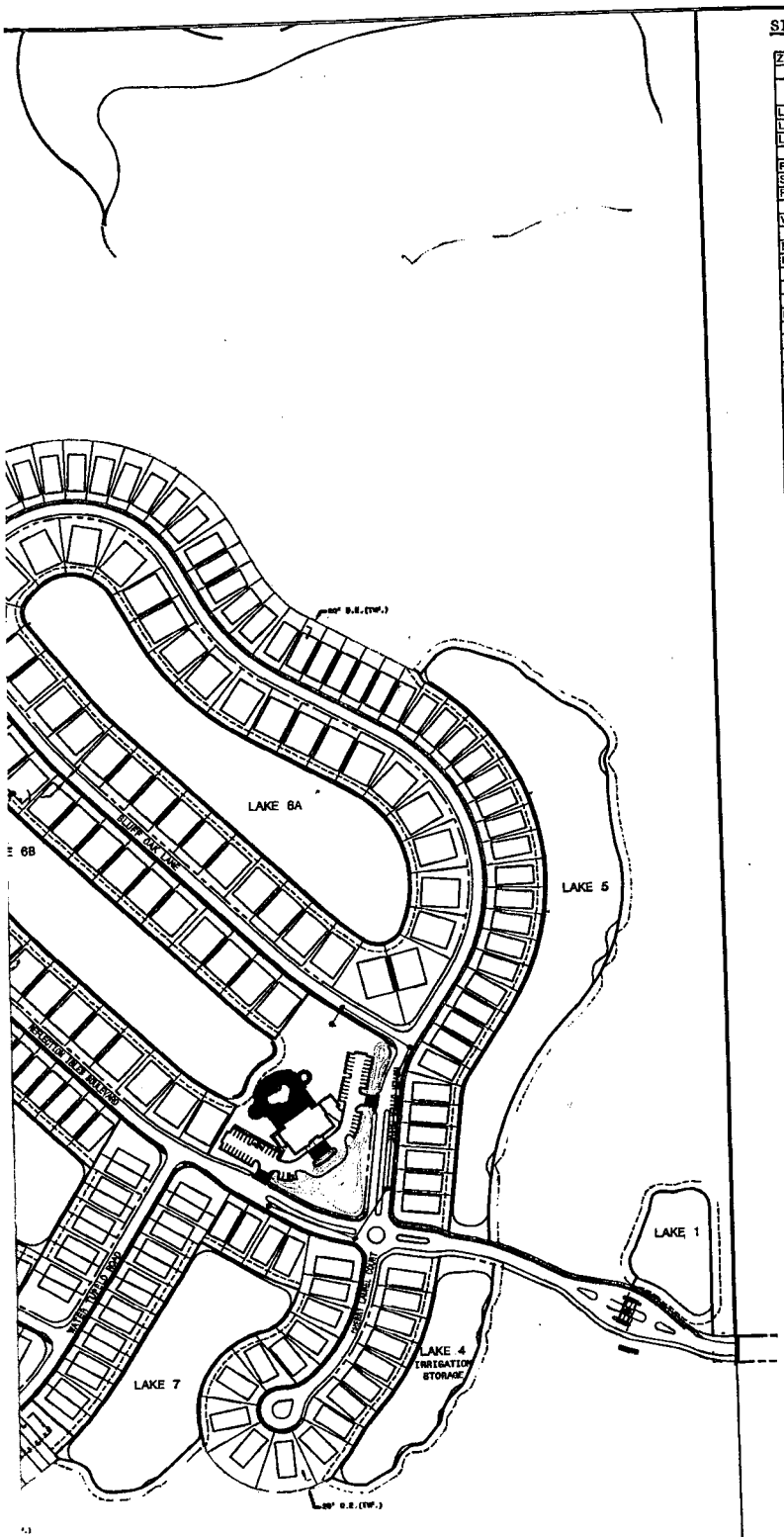
BEARINGS ARE BASED ON THE SOUTH LINE OF SECTION 4, TOWNSHIP 45 SOUTH, RANGE 25 EAST AS BEARING S.88°54'32"W.

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

THOMAS C. SHAW
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATION NO. 4672

SHEET 2 OF 3

EXHIBIT "B"
Survey, Plot Plans



SITE DEVELOPMENT REGULATIONS

ZONING:	RPD-RESIDENTIAL			
MINIMUM LOT AREA AND DIMENSIONS	SINGLE FAMILY VILLAS	SINGLE FAMILY HOMES	SINGLE FAMILY ATTACHED	MULTI-FAMILY BUILDINGS
LOT SIZE:	6,000 SF	7,800 SF	6,000 SF	0.5 AC PER TRACT
LOT WIDTH:	50 FT	65 FT	50 FT	50 FT
LOT DEPTH:	120 FT	120 FT	120 FT	120 FT
FRONT SETBACK:	20 FT	20 FT	20 FT	20 FT
SIDE SETBACK	5 FT	5 FT	0 OR 5 FT	0 OR 7 FT
REAR SETBACK:	10 FT	10 FT	10 FT	10 FT
(PRINCIPAL STRUCTURE) WATERBODY SETBACK:	20 FT	20 FT	20 FT	20 FT
MAXIMUM BUILDING HEIGHT:	35 FT	35 FT	35 FT	60 FT
MINIMUM LIVING AREA:	1,000 SF	1,000 SF	700 SF	700 SF (1 BR)
				1,000 SF (2 BR)
				> 2 BR ADD
				200 SF PER ROOM
MAXIMUM LOT COVERAGE:	42.50%	52.00%	42.50%	52.00%
MINIMUM RECREATIONAL AREA	10,000 SF			

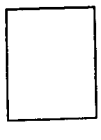
LAND USE				
DESCRIPTION	ACREAGE	PERC. %		
PRESERVES	107.25	37.0		
RESIDENTIAL	94.94	33.0		
ROW	19.25	7.0		
LAKES	39	13.5		
REC CENTER	4.38	1.5		
OPEN SPACE	23.10	8.0		
TOTAL	287.93	100.0		

OPEN SPACE CALCS:				
REQUIRED:				
RESIDENTIAL - MIXED USE - 35% REQUIRED FOR MF				
PROJECT AREA	287.93	AC		
REQUIRED OPEN SPACE	= 287.93 x 0.35			
	= 100.78	AC		
PROVIDED OPEN SPACE				
PRESERVES	107.25	AC		
LAKES (25% OF TOTAL)	25.2	AC		
COMMON	23.1	AC		
	155.55	AC		
PARKING REQUIREMENTS				
SINGLE FAMILY	PARKING PER CITY OF FORT MYERS GROWTH MANAGEMENT CODE SECTION 29-90			
MULTI-FAMILY	PARKING PER CITY OF FORT MYERS GROWTH MANAGEMENT CODE SECTION 29-90			
CLUBHOUSE	PARKING PER CITY OF FORT MYERS GROWTH MANAGEMENT CODE SECTION 29-90			

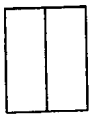
GUARDHOUSE STORAGE REQUIREMENTS:	
REQUIRED STORAGE LENGTH	= 25 FT x PEAK HOUR TRIPS x 2 / 60
	= 25 x 320 TRIPS x 2 / 60
	= 266.7 LF
PROVIDED STORAGE LENGTH (FROM GUARDHOUSE TO DEVELOPMENT BOUNDARY)	= 272 LF



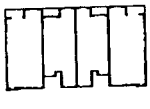
= 40' WIDE SINGLE FAMILY HOME (50 FT LOT)
= 226 UNITS (3,400 SF/UNIT)



= 65' WIDE SINGLE FAMILY HOME (75 FT LOT)
= 90 UNITS (5,525 SF/UNIT)



= SINGLE FAMILY ATTACHED HOME (40 FT PER UNIT)
(60) x 2
= 120 UNITS (2,400 SF/UNIT)



= MULTI FAMILY (24.33 FT MIN LOT PER UNIT)
(44) x 4
= 176 UNITS (1,695 SF/UNIT)

= 612 UNITS TOTAL

FIRE FLOW CALCULATIONS

FIRE FLOW REQUIRED = F=(18) X C X A
WHERE:
F = GPM FLOW @ 20 P.S.I. RESIDUAL
C = CONSTANT OF 1.0 BASED ON ORDINARY (TYPE V) CONST.
LIGHT HAZARD OCCUPANCY = 0.75
REDUCTION FOR FIRE SPRINKLED BUILDING = 0.50
A = SQUARE ROOT OF GROSS FLOOR AREA

FF = 18 X 1 X SQ.ROOT OF 3,400 SF X 0.75 = 787 GPM (40' SF)
FF = 18 X 1 X SQ.ROOT OF 5,525 SF X 0.75 = 1,003 GPM (65' SF)
FF = 18 X 1 X SQ.ROOT OF 2,400 SF X 0.75 = 1,118 GPM (40' ATTACHED W/O FIREWALL)
FF = 18 X 1 X SQ.ROOT OF 1,695 SF X 0.75 = 556 GPM (24.33' MF W/ 4HR FIREWALL)
FF = 18 X 1 X SQ.ROOT OF 8,235 SF X 0.75 = 1,225 GPM (CLUBHOUSE)
FF = 18 X 1 X SQ.ROOT OF 496 SF X 1.00 = 397 GPM (GATEHOUSE)

FIRE FLOW PROVIDED = 4,092 GPM @ 20 PSI RESIDUAL
TEST PERFORMED SEPT 1, 2005 ON EAST SIDE TREELINE AVE NORTH BANK OF G.B.D. CANAL

REFLECTION ISLES DEVELOPMENT PLANS - 1578

SET NO. 21

Banks Engineering, Inc.
Professional Engineers, Planners & Land Surveyors
FORT MYERS ◆ NAPLES ◆ SARASOTA
6640 WILLOW PARK DRIVE, SUITE B
NAPLES, FLORIDA 34109
PHONE: (239) 597-2061 FAX: (239) 597-3062
ENGINEERING LICENSE # EB 6469
SURVEY LICENSE # LB 6690

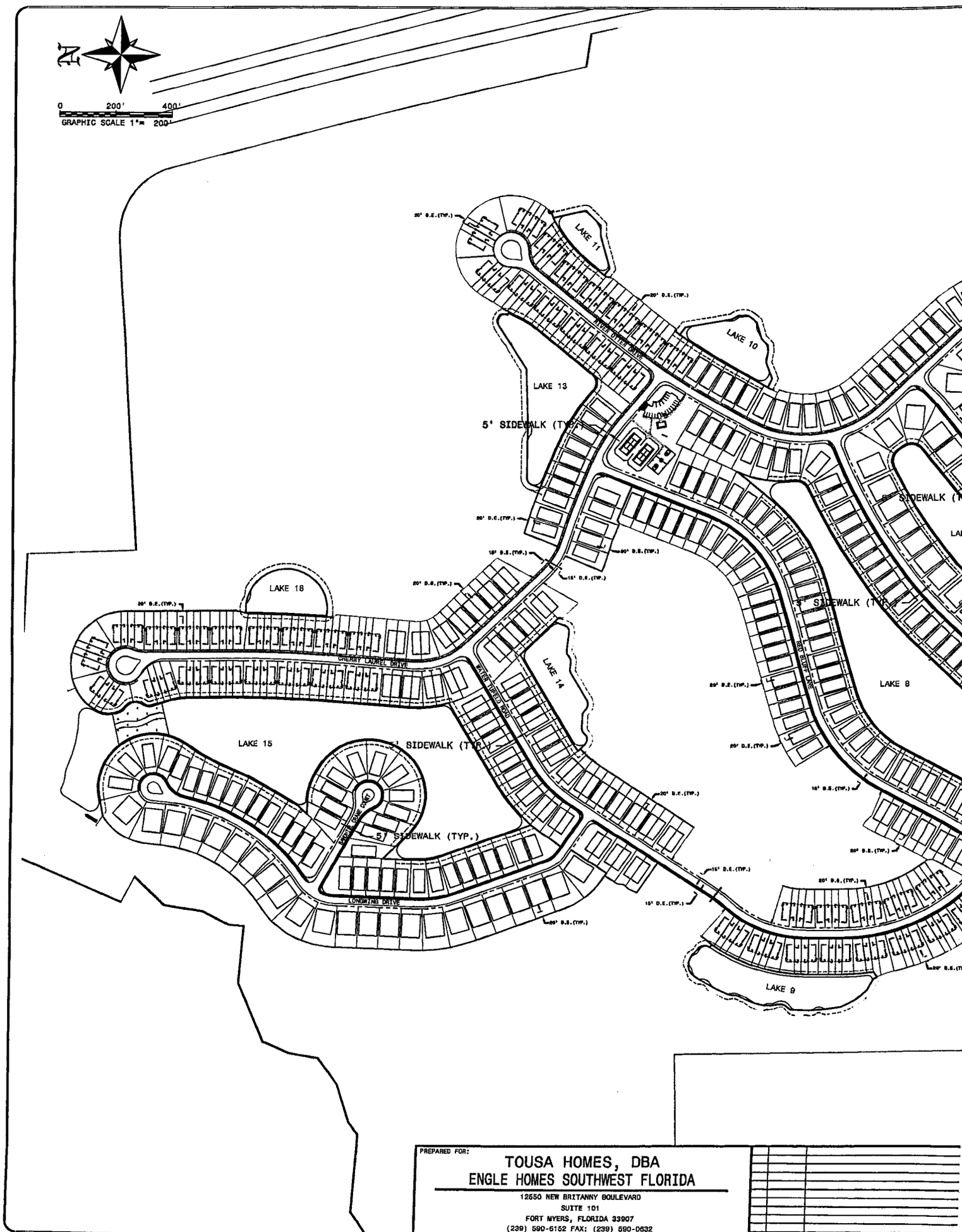
DAVID R. UNDERHILL, JR., P.E. #47029

MASTER SITE PLAN

REFLECTION ISLES

CITY OF FORT MYERS, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)
JAN 2005	1578	MSP	BEJ	BE	BEJ	1" = 200'	4	38	3&10-45S-25E


0 200' 400'
GRAPHIC SCALE 1"= 200'
LAKE 11
LAKE 10
LAKE 13
5' SIDEWALK (TYP.)
LAKE 18
LAKE 14
LAKE 8
LAKE 15
5' SIDEWALK (TYP.)
LAKE 9
CHERRY LAUREL DRIVE
WATER WILLOW ROAD
RED BUD LANE
LONGWING DRIVE
PREPARED FOR:
TOUSA HOMES, DBA
ENGLE HOMES SOUTHWEST FLORIDA
12550 NEW BRITANNY BOULEVARD
SUITE 101
FORT MYERS, FLORIDA 33907
(239) 590-6152 FAX: (239) 590-0632
NO. DATE REVISION DESCRIPTION

SURVE

A PARCEL OF
SECTIONS 3 & 10, TOWNSH
LEE COUN

LINE TABLE

Line	Bearing	Distance
L1	S.88°54'32"W.	2656.98'
L2	N.31°38'27"E.	391.19'
L3	N.01°23'17"W.	372.78'
L4	N.17°53'28"E.	348.98'
L5	N.16°19'00"E.	81.84'
L6	N.36°32'17"E.	166.03'
L7	N.85°38'43"E.	378.20'
L8	N.70°16'21"E.	105.11'
L9	N.62°18'27"E.	108.03'
L10	N.88°11'28"E.	322.80'
L11	N.71°11'59"E.	95.05'
L12	N.53°29'47"E.	158.24'
L13	S.88°54'32"W.	265.38'
L14	N.35°11'59"W.	362.82'
L15	N.73°00'08"E.	140.00'
L16	N.54°08'48"E.	113.77'
L17	N.10°21'52"E.	104.79'
L18	N.24°05'59"E.	100.08'
L19	N.67°29'01"E.	270.59'
L20	S.65°10'29"E.	371.82'
L21	N.62°10'02"E.	54.08'
L22	N.77°24'58"E.	108.63'
L23	N.10°08'05"E.	138.80'
L24	N.44°41'11"E.	147.83'
L25	N.62°25'02"W.	105.53'
L26	N.23°38'48"E.	478.74'
L27	N.15°19'59"E.	184.08'
L28	N.88°08'48"E.	160.18'
L29	S.01°18'31"E.	243.00'
L30	S.87°40'57"E.	636.00'
L31	S.62°10'37"E.	387.08'
L32	N.88°41'53"E.	1133.07'
L33	S.14°56'32"E.	842.01'
L34	S.69°25'52"E.	106.31'
L35	S.74°21'17"W.	108.00'
L36	S.26°54'16"E.	8.80'
L37	S.30°08'07"W.	88.05'
L38	S.33°23'52"W.	80.01'
L39	S.28°46'40"W.	191.68'
L40	S.36°21'49"W.	63.88'
L41	S.29°07'24"W.	38.19'
L42	S.19°15'39"E.	37.89'
L43	S.18°01'17"W.	172.82'
L44	S.10°54'24"W.	35.41'
L45	S.08°03'58"W.	384.78'
L46	S.85°03'10"W.	88.01'
L47	S.71°13'31"W.	95.54'
L48	S.27°08'53"W.	77.15'
L49	S.08°43'08"W.	80.91'
L50	S.23°16'41"W.	13.62'
L51	S.42°36'38"W.	54.05'
L52	N.89°57'08"W.	33.94'
L53	S.42°36'38"W.	16.71'
L54	S.00°48'38"W.	68.87'
L55	S.01°13'50"E.	10.55'
L56	S.75°10'11"E.	8.35'
L57	S.24°03'10"E.	3.29'
L58	S.14°28'51"E.	3.80'
L59	S.08°42'58"E.	8.72'
L60	S.00°13'14"W.	54.49'
L61	S.04°28'33"W.	20.17'
L62	S.01°47'29"E.	27.74'
L63	S.01°43'51"W.	12.43'
L64	S.01°10'12"E.	18.24'
L65	S.13°37'22"E.	22.49'
L66	S.01°54'39"E.	48.16'
L67	S.03°58'27"E.	28.39'
L68	S.05°16'43"E.	11.15'
L69	S.08°10'19"E.	38.68'
L70	S.09°57'10"E.	18.58'
L71	S.02°30'14"E.	17.27'
L72	S.09°13'39"E.	28.61'
L73	S.09°56'31"E.	21.46'
L74	S.08°57'11"E.	32.34'
L75	S.10°39'34"E.	28.04'
L76	S.08°51'59"E.	13.31'
L77	S.03°34'13"E.	7.33'
L78	S.80°10'00"W.	863.35'
L79	N.89°51'47"W.	34.70'
L80	N.41°08'20"E.	20.10'
L81	N.89°54'47"E.	24.70'
L82	N.44°18'11"W.	13.97'
L83	N.53°35'40"E.	92.15'
L84	N.48°37'29"E.	48.53'
L85	N.16°17'31"E.	33.37'
L86	N.67°40'28"E.	44.30'
L87	N.13°02'50"E.	49.53'
L88	N.30°09'50"E.	54.22'
L89	N.04°45'20"E.	80.13'
L90	N.71°23'23"E.	72.31'
L91	N.46°28'00"E.	38.52'

Line	Bearing	Distance
L92	N.56°18'12"E.	65.63'
L93	N.28°41'53"E.	39.86'
L94	N.23°42'43"E.	88.77'
L95	N.52°20'29"E.	52.55'
L96	N.40°08'04"E.	75.70'
L97	N.04°08'21"E.	28.13'
L98	N.13°22'20"W.	30.38'
L99	N.05°21'49"W.	29.56'
L100	N.43°47'43"W.	33.31'
L101	N.08°17'52"W.	48.80'
L102	N.08°45'59"E.	88.77'
L103	N.32°08'08"E.	32.69'
L104	N.34°30'40"W.	43.38'
L105	N.22°59'29"W.	85.07'
L106	N.80°04'00"W.	76.53'
L107	N.16°17'09"W.	32.08'
L108	N.09°45'11"W.	50.36'
L109	N.71°26'28"W.	127.89'
L110	N.51°27'03"W.	88.12'
L111	N.10°53'25"E.	23.41'
L112	N.74°27'09"W.	97.02'
L113	N.68°39'57"W.	85.96'
L114	N.39°58'22"W.	14.34'
L115	N.35°41'28"W.	82.70'
L116	N.29°21'07"W.	38.85'
L117	N.62°22'18"W.	39.88'
L118	N.45°25'44"W.	88.44'
L119	N.19°23'05"E.	72.91'
L120	N.69°06'34"E.	90.44'
L121	S.80°53'09"E.	38.53'
L122	N.88°18'58"E.	32.27'
L123	N.46°29'29"E.	33.05'
L124	N.73°03'24"E.	82.13'
L125	N.44°15'30"E.	33.74'
L126	N.37°44'52"E.	31.80'
L127	N.70°20'30"W.	72.29'
L128	N.09°28'08"W.	152.22'
L129	N.11°48'27"E.	103.64'
L130	N.53°38'34"E.	77.41'
L131	N.44°18'41"E.	138.87'
L132	N.74°54'38"E.	118.62'
L133	S.89°10'05"E.	45.34'
L134	N.44°28'27"E.	86.75'
L135	N.08°17'31"E.	98.09'
L136	N.12°11'44"W.	88.51'
L137	N.45°48'38"E.	25.12'
L138	N.08°05'12"W.	67.84'
L139	N.02°33'00"E.	73.59'
L140	N.51°27'51"E.	72.56'
L141	N.53°01'13"E.	34.00'
L142	N.18°13'58"E.	43.67'
L143	N.50°58'07"E.	52.19'
L144	N.30°16'40"E.	38.54'
L145	N.39°20'26"W.	91.08'
L146	N.05°01'21"E.	64.19'
L147	N.17°54'29"E.	108.15'
L148	N.33°43'21"E.	78.47'
L149	N.45°32'28"W.	28.31'
L150	N.53°07'09"E.	98.44'
L151	S.80°08'50"W.	37.55'
L152	S.83°08'39"W.	414.38'
L153	S.39°31'17"W.	457.84'
L154	S.88°27'52"W.	181.19'
L155	N.88°07'08"W.	400.58'
L156	N.44°03'51"W.	300.78'
L157	N.37°03'54"W.	168.37'
L158	N.02°32'58"E.	234.11'
L159	N.00°14'50"E.	56.99'
L160	N.00°14'50"E.	33.27'
L161	N.00°21'53"W.	173.68'
L162	N.00°41'08"E.	103.99'
L163	S.87°33'06"E.	55.49'
L164	S.77°55'18"E.	38.41'
L165	N.79°42'34"W.	44.05'
L166	N.81°52'58"W.	55.79'
L167	S.80°00'50"W.	82.74'
L168	S.41°00'26"W.	92.38'
L169	S.80°00'50"W.	74.88'
L170	N.78°42'09"W.	80.31'
L171	N.67°11'43"W.	81.27'
L172	N.67°00'03"W.	41.11'
L173	N.03°18'19"E.	2.55'
L174	N.82°08'14"W.	64.25'
L175	S.32°15'39"W.	1038.13'
L176	S.00°18'30"W.	891.64'
L177	S.71°35'32"W.	68.03'
L178	S.19°51'08"W.	172.83'
L179	S.27°37'54"W.	66.08'
L180	S.55°10'26"W.	261.30'
L181	N.82°23'52"W.	13.93'

CURVE TABLE

NO.	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
1	250.00'	78°29'08"	342.45'	316.30'	S.54°04'54"E.
2	23883.31'	01°36'29"	669.63'	669.59'	S.13°36'19"E.
3	22800.31'	01°11'26"	473.89'	473.87'	S.05°26'10"E.
4	22765.31'	01°21'29"	540.07'	540.03'	S.11°37'08"E.
5	25.00'	47°06'54"	23.41'	22.74'	S.24°50'40"E.
6	150.23'	12°40'52"	33.82'	33.75'	S.62°30'40"E.
7	150.43'	08°29'57"	17.85'	17.83'	S.69°23'49"E.
8	62.53'	36°30'29"	39.84'	39.16'	S.14°27'01"E.
9	1765.45'	10°31'06"	564.46'	562.76'	N.00°44'50"E.
10	22800.31'	04°40'44"	1861.91'	1861.39'	S.08°54'41"E.

NOTES:

SURVEY BASED ON THE DESCRIPTION AS PROVIDED BY KERRY D. SAFIER, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY COMMITMENT NUMBER FM020612299, AND EXISTING MONUMENTATION.

BEARINGS BASED ON THE SOUTH LINE OF THE SOUTHEAST QUARTER, SECTION 4, TOWNSHIP 45, SOUTH, RANGE 25 EAST, AS BEARING S.88°54'32"W.

PARCEL LIES IN FLOOD ZONE "B", NO BASE FLOOD ELEVATION. THIS INFORMATION TAKEN FROM FLOOD INSURANCE RATE MAP 125124 0350 B, WITH EFFECTIVE DATE OF 9-19-1984.

THE F.E.M.A. FLOOD ZONE INFORMATION INDICATED HEREON IS BASED ON MAPS SUPPLIED BY THE FEDERAL GOVERNMENT. THIS FLOOD INFORMATION MUST BE VERIFIED WITH ALL PERMITTING REGULATORY ENTITIES PRIOR TO COMMENCING ANY WORK OR APPLICATION DEPENDENT ON SAID FLOOD INFORMATION.

UNDERGROUND IMPROVEMENTS, UTILITIES AND/OR FOUNDATIONS WERE NOT LOCATED UNLESS OTHERWISE NOTED.

THIS PLAT PREPARED AS A BOUNDARY SURVEY AND IS NOT INTENDED TO DELINEATE THE JURISDICTION OR JURISDICTIONAL AREAS OF ANY FEDERAL, STATE, REGIONAL OR LOCAL AGENCY, BOARD, COMMISSION OR OTHER ENTITY.

WETLANDS IF ANY, WERE NOT LOCATED.

DATE OF LAST FIELD WORK: 07-18-04.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS BOUNDARY SURVEY IS ONLY FOR THE LANDS AS DESCRIBED. IT IS NOT A CERTIFICATE OF TITLE, ZONING, EASEMENTS OR FREEDOM OF ENCUMBRANCES.

NOTE:
THIS SURVEY AND THE ACCOMPANYING 12 SHEETS, COMPRISE THIS SURVEY IN IT'S ENTIRETY.

NOTES FOR OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY COMMITMENT NUMBER – FM020612299 SCHEDULE B—SECTION II

ITEMS 1 THROUGH 5, ITEM 7, ITEM 18 AND ITEM 19 ARE STANDARD EXCEPTIONS AND ARE NOT PLOTTED.

8. *LEE COUNTY ORDINANCES 86-14 AND 86-38 AFFECT THE SUBJECT PROPERTY BUT ARE NOT PLOTTED HEREON.*

9. *NON-EXCLUSIVE EASEMENT IN FAVOR OF FLORIDA STATE PROPERTIES AS DESCRIBED IN THAT CERTAIN GRANT OF EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 2315, PAGE 242 IS SHOWN HEREON.*

10. *RESTRICTIONS RECORDED AT O.R. 1258, PG. 1845, INCLUDING PUBLIC UTILITY EASEMENTS, SETBACK LINES, AND USE RESTRICTIONS, (AS TO THE NORTH FIVE FEET OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 45 SOUTH, RANGE 24 EAST,) AND IS NOT PLOTTED HEREON BUT IS SHOWN IN THE ACCOMPANYING SURVEYOR'S REPORT.*

11. *RESERVATION OF OIL AND MINERAL RIGHTS BY EDYTHE V. SMITH AND WALTER ASHTON SMITH BY DEED RECORDED AT DEED BOOK 228, PG. 253, AND CONVEYANCES OF SAID INTEREST BY DEEDS RECORDED AT O.R. 1208, PG. 1348, AND O.R. 1210, PG. 513 AND IS PLOTTED HEREON.*

12. *INGRESS, EGRESS AND UTILITY EASEMENT FOR THE BENEFIT OF THE "CELL TOWER SITE" RECORDED AT OFFICIAL RECORDS BOOK _____, PAGE _____, IS PLOTTED HEREON AND REFERENCED AS ITEM 11.*

13. *THE EASEMENT DESCRIBED IN THE EASEMENT AGREEMENT BETWEEN BAY COLONY-GATEWAY, INC. AND WORTHINGTON HOLDINGS, LLC, RECORDED AT OFFICIAL RECORDS BOOK 3562, PAGE 3810 IS PLOTTED HEREON AND IS SHOWN IN THE ACCOMPANYING SURVEYOR'S REPORT AND REFERENCED AS ITEM 12.*

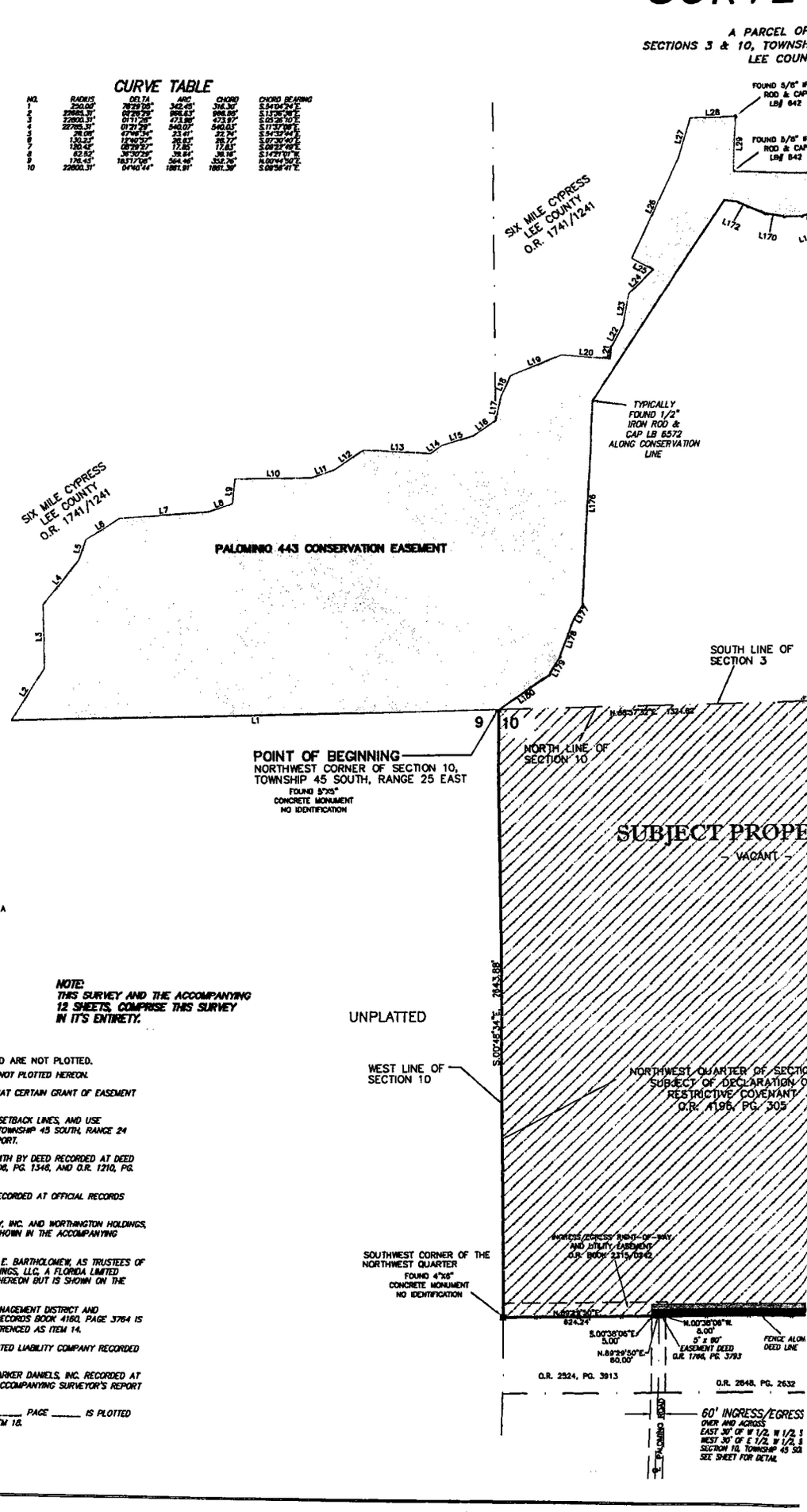
14. *INGRESS AND EGRESS EASEMENTS BY AND BETWEEN BRUCE A. BARTHOLOMEW AND BRIAN E. BARTHOLOMEW, AS TRUSTEES OF RENE BARTHOLOMEW DECLARATION OF TRUST DATED MARCH 2, 1990 AND WORTHINGTON HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY RECORDED IN OFFICIAL RECORDS BOOK 3951, PAGE 189 IS NOT PLOTTED HEREON BUT IS SHOWN ON THE ACCOMPANYING SURVEYOR'S REPORT AND REFERENCED AS ITEM 13.*

15. *AFFIRMATION OF EASEMENT AND AGREEMENT BY AND BETWEEN SOUTH FLORIDA WATER MANAGEMENT DISTRICT AND WORTHINGTON HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY RECORDED IN OFFICIAL RECORDS BOOK 4160, PAGE 3764 IS NOT PLOTTED HEREON BUT IS SHOWN ON THE ACCOMPANYING SURVEYOR'S REPORT AND REFERENCED AS ITEM 14.*

16. *DECLARATION OF RESTRICTIVE COVENANT BY WORTHINGTON HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY RECORDED IN OFFICIAL RECORDS BOOK 4196, PAGE 305 IS PLOTTED HEREON.*

17. *INGRESS, EGRESS AND UTILITY AGREEMENT BETWEEN WORTHINGTON HOLDINGS, LLC, AND PARKER DANIELS, INC. RECORDED AT OFFICIAL RECORDS BOOK 4263, PAGE 3024 IS NOT PLOTTED HEREON BUT IS SHOWN IN THE ACCOMPANYING SURVEYOR'S REPORT AND REFERENCED AS ITEM 17.*

18. *UTILITY EASEMENT TO THE CITY OF FORT MYERS RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____ IS PLOTTED HEREON AND IS SHOWN ON THE ACCOMPANYING SURVEYOR'S REPORT AND REFERENCED AS ITEM 18.*



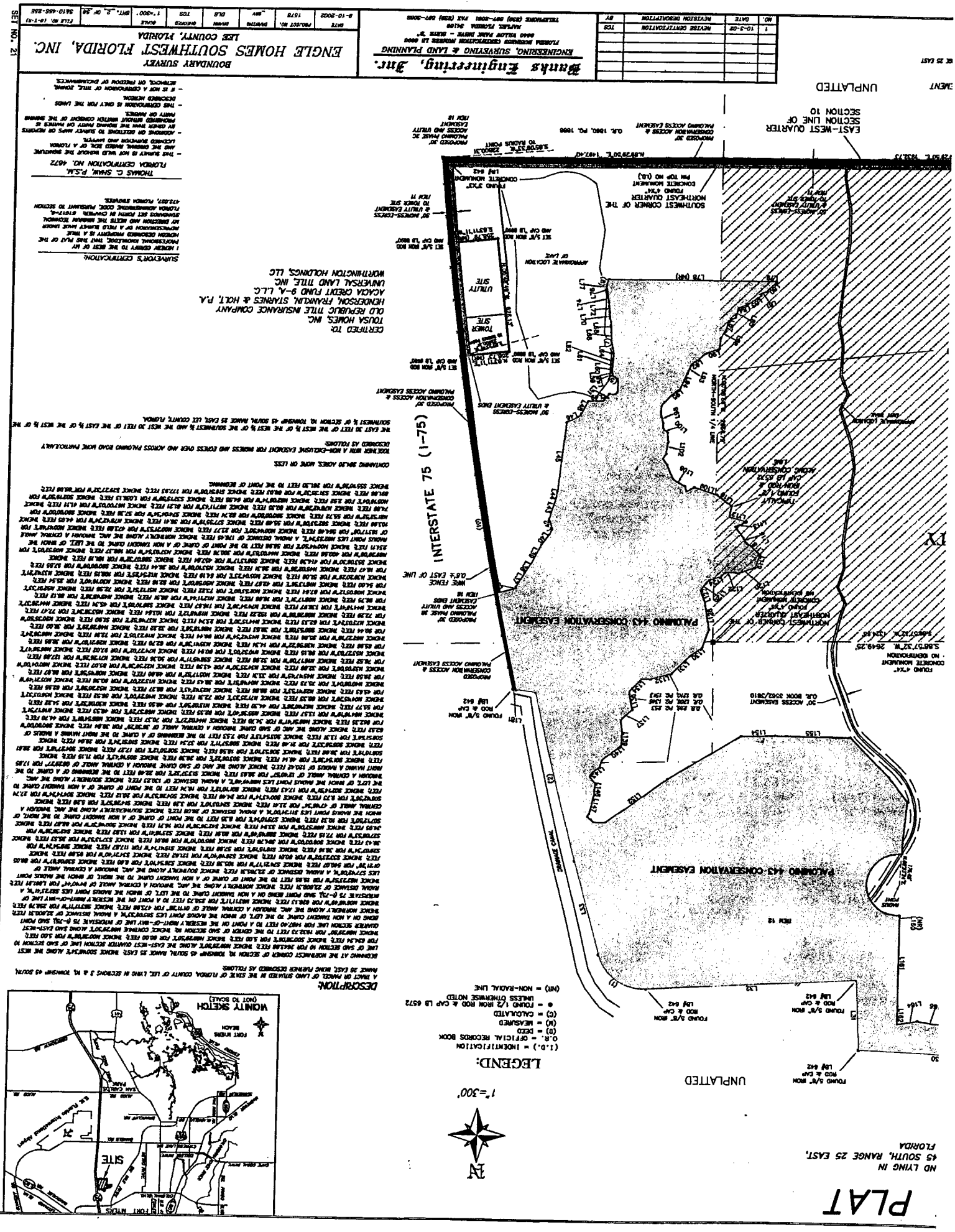

PLAT
NO LYING IN
45 SOUTH, RANGE 25 EAST,
FLORIDA
Banks Engineering, Inc.
ENGINEERING, SURVEYING & LAND PLANNING
FLORIDA REGISTERED CERTIFICATION NUMBERS LB 6990
8440 BELLA PARK DRIVE - SUITE 'B'
NAPLES, FLORIDA 34109
TELEPHONE (239) 597-8081 FAX (239) 597-3068
BOUNDARY SURVEY
ENGLE HOMES SOUTHWEST FLORIDA, INC.
LEE COUNTY, FLORIDA
SURVEYOR'S CERTIFICATION:
THOMAS C. SHAW, P.S.M.
FLORIDA CERTIFICATION NO. 4672
DESCRIPTION:
LEGEND:
(I.D.) = IDENTIFICATION
O.R. = OFFICIAL RECORDS BOOK
(D) = DEED
(M) = MEASURED
(C) = CALCULATED
● = FOUND 1/2 IRON ROD & CAP LB 6572
UNLESS OTHERWISE NOTED
(NR) = NON-RADIAL LINE
VICINITY SKETCH
(NOT TO SCALE)
SITE
INTERSTATE 75 (I-75)
PALOMINO 443 CONSERVATION EASEMENT
UNPLATTED
1"=300'
CERTIFIED TO:
TOUSA HOMES, INC.
OLD REPUBLIC TITLE INSURANCE COMPANY
HENDERSON, FRANKLIN, STARNES & HOLT, P.A.
ACADIA CREDIT FUND 9-A, LLC
UNIVERSAL LAND TITLE, INC.
NORTHINGTON HOLDINGS, LLC
REFLECTION ISLES DEVELOPMENT PLANS - 1578
SET NO. 21

EXHIBIT "C"
Articles of Incorporation

APPROVED
AND
FILED

05 [illegible]-7 PM 3:03

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION

OF

REFLECTION ISLES MASTER ASSOCIATION, INC.

The undersigned incorporator, desiring to form a corporation not for profit under Chapter 617, Florida Statutes, as amended, hereby adopts the following Articles of Incorporation:

ARTICLE I
NAME AND ADDRESS

The name of the corporation shall be the REFLECTION ISLES MASTER ASSOCIATION, INC. The principal address of the corporation is 12550 New Brittany Boulevard, Fort Myers, Florida 33907. For convenience, the corporation shall be referred to in this instrument as the "Master Association", these Articles of Incorporation as the "Articles", and the By-Laws of the Master Association as the "By-Laws". Unless the context otherwise requires, all capitalized terms used in these Articles and not otherwise defined herein shall have the same meaning as attributed to them in the Master Declaration.

ARTICLE II
PURPOSES AND POWERS

2.1 Objects and Purposes. The objects and purposes of the Master Association are those objects and purposes as are authorized by the Declaration of Covenants and Restrictions for Reflection Isles recorded (or to be recorded) in the Public Records of Lee County, Florida, as hereafter amended and/or supplemented from time to time (the "Master Declaration"). The further objects and purposes of the Master Association are to preserve the values and amenities in The Properties, as same are defined in the Master Declaration, and to maintain the Common Areas thereof and any other portion of The Properties owned and/or maintained by the Master Association, for the benefit of the Members of the Master Association.

2.2 Not for Profit. The Master Association is not organized for profit and no part of the net earnings, if any, shall inure to the benefit of any Member or individual person, firm or corporation. Upon dissolution, all assets of the Master Association shall be transferred only to another not-for-profit corporation or as otherwise authorized by the Florida not-for-profit corporation statute.

2.3 The powers of the Master Association shall include and be governed by the following:

2.3.1 General. The Master Association shall have all of the common-law and statutory powers of a corporation not for profit under the Laws of Florida that are not in conflict with the provisions of these Articles, the Master Declaration, or the By-Laws.

2.3.2 Enumeration. The Master Association shall have the powers and duties

set forth in subsection 2.3.1 above, except as limited by these Articles, the By-Laws and the Master Declaration, and all of the powers and duties reasonably necessary to operate the Master Association pursuant to the Master Declaration, and as more particularly described in the By-Laws, as they may be amended from time to time, including, but not limited to, the following:

(a) To make and collect Assessments and other charges against Members and Owners, and to use the proceeds thereof in the exercise of its powers and duties.

(b) To sue and be sued.

(c) To buy, own, operate, lease, sell, trade and mortgage both real and personal property.

(d) To maintain, repair, replace, reconstruct, add to and operate the Common Areas and other portions of The Properties owned and/or maintained by the Master Association, and other property acquired or leased by the Master Association.

(e) To purchase insurance upon the Common Areas and insurance for the protection of the Master Association, its officers, directors and Members.

(f) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Common Areas, Lots and Units and for the health, comfort, safety and welfare of the Members.

(g) To enforce by legal means the provisions of the Master Declaration, these Articles, the By-Laws, and the Rules and Regulations for the use of the Common Areas, Lots, and Units.

(h) To contract for the management and maintenance of the Common Areas and other property owned and/or maintained by the Master Association and to authorize a management agent (which may be an affiliate of the Developer) to assist the Master Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Areas and other property owned and/or maintained by the Master Association with such funds as shall be made available by the Master Association for such purposes. The Master Association and its officers shall, however, retain at all times the powers and duties granted by the Master Declaration, By-Laws and these Articles, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Master Association.

(i) To employ personnel to perform the services required for the proper

Order: 11221122 Page 62 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
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operation, maintenance, conservation, and use of the other property owned and/or maintained by the Master Association.

(j) To do such other things as may be necessary in and or to perform the duties and to exercise the powers provided for the Master Association in the Master Declaration.

ARTICLE III
MEMBERS

The Members of the Master Association shall be as set forth in the Master Declaration and the By-Laws of the Master Association.

ARTICLE IV
CORPORATE EXISTENCE

The Master Association shall have perpetual existence.

ARTICLE V
BOARD OF DIRECTORS

Section 5.1. Management by Directors. The property, business and affairs of the Master Association shall be managed by a Board of Directors, which shall consist of not less than three (3) persons, but as many persons as the Board of Directors shall from time to time determine but which shall always be an odd number. A majority of the directors in office shall constitute a quorum for the transaction of business. The By-Laws shall provide for meetings of directors, including an annual meeting.

Section 5.2. Original Board of Directors. The names and addresses of the first Board of Directors of the Master Association, who shall hold office until their qualified successors are duly elected and have taken office as provided in the By-Laws, are as follows:

Name	Address
John J. Coughlin	12550 New Brittany Boulevard Fort Myers, Florida 33907
Vanessa A. Richter	12550 New Brittany Boulevard Fort Myers, Florida 33907
Sara Maliva	12550 New Brittany Boulevard Fort Myers, Florida 33907

Section 5.3. Election of Members of Board of Directors. Except as otherwise provided herein and for the first Board of Directors, directors shall be elected by the Members of the Master Association at the annual meeting of the membership as provided by the By-Laws of the

Master Association, and the By-Laws may provide for the method of voting in the election and for removal from office of directors.

Section 5.4. Duration of Office. Members elected to the Board of Directors shall hold office until the next succeeding annual meeting of Members, and thereafter until qualified successors are duly elected and have taken office.

Section 5.5. Vacancies. If a director so elected shall for any reason cease to be a director, the remaining directors so elected may elect a successor to fill the vacancy for the balance of the term.

Section 5.6. Term of Developer's Directors. The Developer shall appoint the members of the first Board of Directors and their replacements who shall hold office for periods described in the By-Laws.

ARTICLE VI
OFFICERS

Section 6.1. Officers Provided For. The Master Association shall have a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time elect.

Section 6.2. The affairs of the Master Association shall be administered by the officers holding the offices designated in the By-Laws. The officers shall be elected by the Board of Directors of the Master Association at its first meeting following the annual meeting of the members of the Master Association and shall serve at the pleasure of the Board of Directors. The By-Laws may provide for the removal from office of officers, for filling vacancies and for the duties and qualifications of the officers. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

Name and Office:	Addresses:
President:	
John J. Coughlin	12550 New Brittany Boulevard Fort Myers, Florida 33907
Vice-President:	
Vanessa A. Richter	12550 New Brittany Boulevard Fort Myers, Florida 33907
Secretary/Treasurer:	
Sara Maliva	12550 New Brittany Boulevard Fort Myers, Florida 33907

ARTICLE VII
BY-LAWS

The Board of Directors shall adopt By-Laws consistent with these Articles of Incorporation. Such By-Laws may be altered, amended or repealed in the manner set forth in the By-Laws.

ARTICLE VIII
AMENDMENTS AND PRIORITIES

Section 8.1. Amendments to these Articles of Incorporation shall be proposed and approved by the Board of Directors and thereafter submitted to a meeting of the membership of the Master Association for adoption or rejection (by affirmative vote of 66-2/3% of the Members), all in the manner provided in, and in accordance with the notice provisions of, Chapter 617, Florida Statutes.

Section 8.2. Limitation. No amendment shall be made which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Developer, or any affiliate, successor or assign of the Developer, unless the Developer shall join in the execution of the amendment. Further, and notwithstanding anything herein to the contrary, so long as any Lots in The Properties are subject to the Option Agreement by and between the Developer and Acacia, both as defined in the Master Declaration, any amendment to these Articles of Incorporation shall require the prior written approval and joinder in the execution of the amendment by Acacia.

Section 8.3. Developer Amendments. Subject to the provisions of Section 8.2 above, the Developer may amend these Articles consistent with the provisions of the Master Declaration, including such provisions of the Master Declaration allowing certain amendments to be affected by the Developer alone.

Section 8.4. In case of any conflict between these Articles and the By-Laws, these Articles shall control; and in case of any conflict between these Articles of Incorporation and the Master Declaration, the Master Declaration shall control.

ARTICLE IX
INCORPORATOR

The name and address of the incorporator of this Corporation is:

Name	Address
John J. Coughlin	12550 New Brittany Boulevard Fort Myers, Florida 33907

Order: 11221122 Page 65 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
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ARTICLE X
INDEMNIFICATION

Section 10.1. Indemnity. The Master Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, employee, officer or agent of the Master Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, unless (a) it is determined by a court of competent jurisdiction, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or that he acted in a manner he believed to be not in or opposed to the best interest of the Master Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court further determines specifically that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith or did act in a manner which he believed to be not in or opposed to the best interest of the Master Association, and with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.

Section 10.2. Expenses. To the extent that a director, officer, employee or agent of the Master Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 10.1 above or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually incurred by him in connection therewith.

Section 10.3. Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Master Association in advance of the final disposition of such action, suit or proceeding through all available appeals upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Master Association as authorized in this Article.

Section 10.4. Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by-law, agreement, vote of Members or otherwise, both as to action in his official capacity while holding such office or otherwise, and shall continue as to a person who has ceased to be director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 10.5. Insurance. The Master Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Master Association, or is or was serving at the request of the Master Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such

capacity, or arising out of his status as such, whether or not the Master Association would have the power to indemnify him against such liability under the provisions of this Article.

Section 10.6. Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article X may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

ARTICLE XI
REGISTERED AGENT

Until changed, E. Austin White, Esquire shall be the registered agent of the Master Association and the registered office shall be at 4501 Tamiami Trail North, Suite 214, Naples, Florida 34103.

IN WITNESS WHEREOF, the aforesaid Incorporator has hereunto set his hand this 20 day of December, 2004.

John J. Coughlin

STATE OF FLORIDA)
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 20th day of December, 2004, by John J. Coughlin. He is personally known to me or has produced _____ as identification and has, has not, taken an oath.

Doreen L. Kall
Signature of person taking acknowledgment
Doreen L. Kall
Name typed, printed or stamped

My commission expires: April 16, 2006

DOREEN L. KALL
MY COMMISSION # DD 109543
EXPIRES April 16, 2006
Bonded Thru Notary Public Underwriters

APPROVED
AND
FILED

05 JAN -7 PM 3:03

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

In compliance with the laws of Florida, the following is submitted:

That desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing Articles of Incorporation, in the County of Lee, State of Florida, the corporation named in said articles has named E. Austin White, Esq., whose address is 4501 Tamiami Trail North, Suite 214, Naples, Florida 34103, as its statutory registered agent.

Having been named the statutory agent of the above corporation at the place designated in this certificate, I hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open.

E. Austin White
REGISTERED AGENT

Dated this 22nd day of December, 2004

This instrument was prepared by:

E. Austin White, Esquire
Becker & Poliakoff, P.A.
4501 Tamiami Trail North, Suite 214
Naples, Florida 34103
Phone: (239) 261-9555
Florida Bar No. 0222089

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Order: 11221122 Page 68 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

EXHIBIT "D"
Bylaws

AMENDED AND RESTATED BY-LAWS

OF

REFLECTION ISLES MASTER ASSOCIATION, INC.

A CORPORATION NOT FOR PROFIT UNDER THE LAWS OF THE STATE OF FLORIDA

PREAMBLE

Pursuant to Section 10.03.2 of the By-Laws of REFLECTION ISLES MASTER ASSOCIATION, INC., a not-for-profit corporation organized and existing under the laws of the State of Florida, TOUSA, the Developer, hereby modifies, amends and restates the By-Laws of said Association.

ARTICLE I
DEFINITIONS

1.01 "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Association as filed with the Secretary of State of Florida, as amended from time to time.

1.02 "Association" shall mean and refer to REFLECTION ISLES MASTER ASSOCIATION, INC., a not-for-profit corporation organized and existing under the laws of the State of Florida.

1.03 "Developer" shall mean and refer to TOUSA Homes, Inc., a Florida corporation.

1.04 "Member" shall mean and refer to each Owner of a Lot or Unit who holds title to property which is subject to the terms and provisions of the Declaration.

1.05 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Unit situated upon the Property.

1.06 "Property " shall mean and refer to the Property as defined in the Declaration of Covenants and Restrictions for Reflection Isles (the "Declaration") described in the Articles of Incorporation of the Association.

1.07 Other Definitions. Unless the context otherwise requires, all capitalized terms used in these By-Laws but not defined herein shall have the same meaning as are attributed to them in

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the Declaration and the Articles.

ARTICLE II
GENERAL

2.01 Identity. These are the By-Laws of the Association, organized for the purposes stated in the Articles of Incorporation, which shall have all of the powers provided in these By-Laws, the Articles of Incorporation, the Declaration, and any other statute or law of the State of Florida, or any other power incident to any of the above powers.

2.02 Principal Office. The principal office of the Association shall be at such place as the Board may determine from time to time.

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

2.04 Seal. The seal of the Association shall have inscribed upon it the name of the Association, the year of its incorporation and the words "Corporation Not-for-Profit." Said seal may be used by causing it, or a facsimile thereof, to be impressed, affixed or otherwise reproduced upon any instrument or document executed in the name of the Association.

2.05 Inspection of Books and Records. The records of the Association shall be open to inspection by the Members, the Owner of any Lot or Unit, and all holders, insurers, or guarantors of any first mortgage encumbering any Lot or Unit, upon request, during normal business hours or under other reasonable circumstances. Such records of the Association shall include current copies of the Declaration, Articles, these By-Laws, any Rules and Regulations of the Association, and any amendments thereto, any contracts entered into by the Association, and the books, records and financial statements of the Association. The Association shall be required to make available to prospective purchasers of any Lot or Unit the current copies of the Declaration, Articles and By-Laws, and the most recent annual financial statement of the Association.

ARTICLE III
MEMBERSHIP IN GENERAL

3.01 Membership. The members of the Association shall be comprised of the Owners. Notwithstanding the foregoing, any such person or entity who holds title to any Lot or Unit merely as security for the performance of an obligation shall not be a Member. Each Owner shall be entitled to the benefit of, and be subject to the provisions of the Declaration, as it may be amended from time to time.

3.02 Rights of Membership. The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against each Member, and becomes a lien upon, that portion of the Property-against which such assessments are made as provided in the Declaration.

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Order: 11221122 Page 71 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

3.03 Member Register. The Secretary of the Association shall maintain a register in the office of the Association showing the names and addresses of the Members of the Association. Each Member shall at all times advise the secretary of any change of address of the Member, and of any change of ownership of the Member's Lot or Unit. The Association shall not be responsible for reflecting any changes, until notified of such changes in writing. Any mortgagee of any Lot or Unit may register by notifying the Association in writing of its mortgage.

ARTICLE IV
MEMBERSHIP VOTING

4.01 Voting Rights. Voting rights of Members shall be as provided in the Declaration and these By-Laws. The Association shall have two (2) classes of voting Members, each to be selected and to cast the numbers of votes set forth below:

Class A. The Class A Voting Members shall be all Owners. Each Class A voting Member shall be entitled to one (1) vote for each Lot or Unit owned.

Class B. Until converted to Class A Memberships as provided below, the Class B voting Members shall be Developer and Acacia. The Class B voting Members shall be entitled to one (1) vote, plus two (2) votes for each vote which the Class A Members are entitled to cast from time to time, provided that the Class B Membership shall cease and terminate and be converted to Class A Memberships one (1) year after the last Lot or Unit within Reflection Isles has been sold and conveyed to an Owner other than the Developer or Acacia, and all other portions of Reflection Isles have been conveyed by the Developer, or at any time prior to that date at the election of the Developer, provided that, so long as TOUSA is the Developer and the Option Agreement between TOUSA and Acacia is in effect, as provided in the Declaration, the Developer may not elect to terminate the Class B Membership without the prior written consent of Acacia.

4.02 General Matters. When reference is made in these By-Laws or other relevant documents to a majority or specific percentage of Members, such reference shall be deemed to be a majority or specific percentage of the votes which each Voting Member is entitled to cast at a duly constituted meeting thereof (i.e., one for which proper notice has been given and at which a quorum exists). To the extent lawful, the foregoing shall apply to, without limitation, the establishment of a quorum at any applicable meeting.

4.03 Quorum Requirements and Majority Vote. A quorum for the transaction of business at any regular or special meeting of the Members shall exist if thirty percent (30%) of the total number of Members in good standing shall be present, in person or by proxy, at the meeting. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum is present shall be binding upon all Members and Owners who are subject to the terms and provisions of the Declaration, for all purposes, except where otherwise provided by law, in the

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Order: 11221122 Page 72 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

Declaration, the Articles or in these By-Laws.

4.04 Voting Member. If a Lot or Unit is owned by one person, the right to vote shall be established by the roster of Members. If a Lot or Unit is owned by more than one person, those persons (including husbands and wives) shall decide among themselves as to who shall cast the vote of the Lot or Unit. In the event that those persons cannot so decide, no vote shall be cast. A person casting a vote for a Lot or Unit shall be presumed to have the authority to do so unless the President of the Board of Directors of the Association is otherwise notified. If a Lot or Unit is owned by a corporation, the person entitled to cast the vote for the Lot or Unit shall be designated by a certificate signed by an appropriate officer of the corporation and filed with the Secretary of the Association. Such person need not be an Owner of the Lot or Unit. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Lot or Unit concerned. A certificate designating the person entitled to cast the vote for a Lot or Unit may be revoked by any record owner of an undivided interest in the Lot or Unit. If a certificate designating the person entitled to cast the vote for a Lot or Unit for which such certificate is required is not on file or has been revoked, the vote attributable to such Lot or Unit shall not be considered in determining whether a quorum is present, nor for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such certificate is filed.

4.05 Proxies. For purposes of this Section, the principals or partners of any entity (other than a corporation) shall be deemed co-Owners, and the directors and officers of a corporation shall be deemed co-Owners. Every Member entitled to vote at a meeting of the Membership, or to express consent or dissent without a meeting, may authorize another person to act on the Member's behalf by a proxy signed by such Member or their respective attorney-in-fact. General proxies and limited proxies may be used to establish a quorum and general proxies may be utilized for those issues which do not require the use of a limited proxy by law. Any such proxy shall be delivered to the Secretary of the Association, or the person acting as secretary at the meeting, at or prior to the time designated in the order of business for so delivering such proxies. To be valid, a proxy must be dated, must state the date, time and place of the meeting for which it was given, and must be signed by the authorized person who executed the proxy. Proxies shall be valid only for the particular meeting designated therein and any lawful adjournments thereof. A proxy is not valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the Member executing it.

ARTICLE V
MEMBERSHIP MEETINGS

5.01 Who May Attend. As to an Owner Member, any person entitled to cast the votes of said Member, and in the event any Lot or Unit is owned by more than one person, all co-Owners of the Lot or Unit, may attend any meeting of the Members. For purposes of this Section, the principals or partners of any entity (other than a corporation) shall be deemed co-Owners, and the directors and officers of a corporation shall be deemed co-Owners. However, the votes of any

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Order: 11221122 Page 73 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

Member shall be cast in accordance with the provisions of Article IV above. For so long as the Developer is a Member, the Developer shall have the right to attend all meetings of the Members. Any person not expressly authorized to attend a meeting of the Members, as set forth above, may be excluded from any meeting of the Members by the presiding officer of the meeting.

5.02 Place. All meetings of the Members shall be held at the principal office of the Association or at such other place and at such time as shall be designated by the Board and stated in the notice of meeting.

5.03 Notices. Written notice stating the place, day and hour of any meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given to each Member not less than 10 nor more than 30 days before the date of the meeting, by or at the direction of the President, the Secretary or the officer or persons calling the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail, addressed to the Member at the Member's address as it appears on the records of the Association, unless such Member shall have filed a written request with the Secretary of the Association stating that notices to him be mailed to some other address. For the purpose of determining Members entitled to notice of, or to vote at, any meeting of the Members of the Association, or in order to make a determination of the Members for any other purpose, the Board shall be entitled to rely upon the Member register as same exists 10 days prior to the giving of the notice of any meeting, and the Board shall not be required to take into account any changes in membership occurring after that date but may, in their sole and absolute discretion, do so. Notwithstanding the foregoing, if the Lot or Unit of an Owner Member is owned by more than one person or by an entity, only one notice shall be required to be sent with respect to the Member, which shall be made to the person designated by the co-Owners to receive notice in a certificate of voting representative delivered to the Association, and in the absence of such certificate, may be made to any one co-Owner, as defined in Section 5.01 of these By-Laws.

5.04 Waiver of Notice. Whenever any notice is required to be given to any Member under the provisions of the Articles or these By-Laws, or as otherwise provided by law, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a Member at a meeting shall constitute a waiver of notice of such meeting, except when the Member objects at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

5.05 Annual Meeting. The annual meeting for the purpose of electing directors and transacting any other business shall be held at such time, on such date, and in such month as shall be selected by the Board and as is contained in the notice of such meeting; provided, however, that such day shall not be a legal holiday. If the Board fails to call such meeting by the end of March of any year, then within thirty (30) days after the written request of any Member, officer or Director of the Association, the Secretary shall call an annual meeting. During the period when the Developer appoints a majority of the Board, no annual meetings will be required.

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Order: 11221122 Page 74 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

5.06 Special Meetings. Special meetings of the Members may be requested at any time by written notice to the Secretary by any Director, the President, or any Member(s) having not less than twenty-five (25%) of the votes of the entire membership, or as otherwise provided by law. Such request shall state the purpose of the proposed meeting. Business transacted at all special meetings shall be confined to the subjects stated in the notice of meeting. Notice of any special meeting must include a description of the purpose or purposes for which the meeting is called and shall be given by the Secretary, or other officer of the Association, to all of the Members within thirty (30) days after same is duly requested, and the meeting shall be held within forty-five (45) days after same is duly requested.

5.07 Adjournments. Any meeting may be adjourned or continued by a majority of the votes present and entitled to be cast at the meeting in person or by proxy, regardless of a quorum, or if no Member entitled to vote is present at a meeting, then any officer of the Association may adjourn the meeting from time to time. If any meeting is adjourned or continued to another time or place, it shall not be necessary to give any notice of the adjourned meeting, if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and any business may be transacted at the adjourned meeting that might have been transacted at the original meeting. If the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, notice of the adjourned meeting may be given to Members not present at the original meeting, without giving notice to the Members which were present at such meeting.

5.08 Organization. At each meeting of the Members, the President, the Vice President, or any person chosen by a majority of the Members present, in that order, shall act as chairman of the meeting. The Secretary, or in his absence or inability to act, any person appointed by the chairman of the meeting, shall act as Secretary of the meeting.

5.09 Order of Business. The order of business at the annual meetings of the Members shall be:

5.09.1 Determination of chairman of the meeting;

5.09.2 Calling of the role and certifying of proxies;

5.09.3 Proof of notice of meeting or waiver of notice;

5.09.4 Reading and disposal of any unapproved minutes;

5.09.5 Election of inspectors of election;

5.09.6 Determination of number of Directors;

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5.09.7 Nomination and election of Directors;

5.09.8 Reports of Directors, officers or committees;

5.09.9 Unfinished business;

5.09.10 New business; and

5.09.11 Adjournment.

5.10 Minutes. The minutes of all meetings of the Members shall be maintained in written form, or in another form that can be converted into written form within a reasonable time, and available for inspection by the Members or their authorized representatives, all Owners who are subject to the jurisdiction of the Association, and the members of the Board, at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

5.11 Official Records. The Association shall maintain each of the following items, when applicable, which shall constitute the official records of the Association:

5.11.1 Copies of any plans, specifications, permits, and warranties related to improvements constructed on the Common Areas or other property that the Association is obligated to maintain, repair or replace.

5.11.2 A copy of the By-Laws of the Association and of each amendment to the By-Laws.

5.11.3 A copy of the Articles of Incorporation of the Association, and of each amendment thereto.

5.11.4 A copy of the current rules of the Association.

5.11.5 A book or books that contain the minutes of all meetings of the Association, of the Board of Directors, and of Members, which minutes shall be retained for a period of not less than seven (7) years.

5.11.6 A current roster of all Members and their mailing addresses, Lot or Unit identifications, if applicable, and, if known, telephone numbers.

5.11.7 All current insurance policies of the Association or a copy thereof, which policies must be retained for a period of not less than seven (7) years.

5.11.8 A current copy of all contracts to which the Association is a party, including without limitation, any management agreement, lease, or other contract under which the

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Order: 11221122 Page 76 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

Association has any obligation or responsibility. Bids received by the Association for work to be performed must also be considered official records and must be kept for a period of not less than one (1) year.

5.11.9 All financial and accounting records of the Association, kept according to good accounting practices. All financial and accounting records shall be maintained for a period of not less than seven (7) years. The financial and accounting records must include:

A. Accurate, itemized, and detailed records of all receipts and expenditures.

B. A current account and a periodic statement of the account for each Member of the Association, designating the name and current address of each Member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the Member, the date and amount of each payment on the account, and the balance due.

C. All tax returns, financial statements and financial reports of the Association.

D. Any other records that identify, measure, record or communicate financial information.

The official records shall be maintained within this state and must be open to inspection and available for photocopying by Members or their authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for access. This may be accomplished by having a copy of the official records available for inspection or copying in the community.

The Association may adopt reasonable written rules governing the frequency, time, location, notice, and manner of inspections, and may impose fees to cover the costs of providing copies of the official records, including, without limitation, the costs of copying. The Association shall maintain an adequate number of copies of the recorded governing documents to ensure their availability to Members and prospective members, and may charge only its actual costs for reproducing and furnishing these documents to those persons who are entitled to receive them, or such other amount as allowable by law.

5.12 Actions without a Meeting. Any action required or permitted to be taken at any annual or special meeting of the Members of the Association may be taken without a meeting, without prior notice, and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all Members entitled to vote thereon were present and voted. Within ten (10) days after obtaining such authorization by written consent, notice shall be given to those Members who have not consented in writing. The notice

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Order: 11221122 Page 77 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

shall fairly summarize the material features of the authorized action. If the Lot(s) or Unit(s) for which membership is established in the Association is owned by more than one person or by an entity, the consent for such Lot(s) or Unit(s) need only be signed by one person who would be entitled to cast the vote(s) for the Lot(s) or Unit(s) as a co-Owner, as set forth in Paragraph 5.01 of these By-Laws.

ARTICLE VI
BOARD

6.01 Number of Directors.

6.01.1 The affairs of the Association shall be managed by a Board of Directors comprised of not less than three (3) persons, but as many persons as the Board of Directors shall from time to time determine, but which shall always be an odd number. So long as the Developer is entitled to appoint any Director pursuant to these By-Laws, the number of Directors will be determined, and may be changed from time to time, by the Developer by written notice to the Board. In the absence of such notification, there shall be three (3) directors.

6.01.2 After the Developer is no longer entitled to appoint any Directors, the number of Directors on the Board shall, in the absence of a determination to the contrary by the Members, be three (3). Thereafter, the number of Directors on the Board may be changed at any meeting where the Members are to elect any Directors.

6.02 Appointment of Directors by Developer. The Developer shall have the right to appoint all of the Directors until at least ninety (90%) percent of the Lots and/or Units within the Property that will ultimately be within the jurisdiction of the Association have been conveyed to Owners other than the Developer or Acacia.

6.02.1 Thereafter, Members other than the Developer shall have the right to elect at least a majority of the Board of Directors of the Association three (3) months after ninety percent (90%) of the Lots and/or Units in Reflection Isles that will ultimately be within the jurisdiction of the Association have been conveyed to Owners other than TOUSA or Acacia. The Developer shall have the right to elect at least one (1) Director, so long as Developer holds for sale in the ordinary course of business at least five (5%) percent of the Lots and/or Units in Reflection Isles.

6.02.2 Notwithstanding the foregoing, in no event shall there be less than three (3) Directors, and the number of Directors shall always be an odd number, and in any event the Members shall not have the right to change the number of Directors so long as the Developer has the right to determine the number of Directors as set forth above.

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Order: 11221122 Page 78 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

6.03 Election of Directors by Members. Election of Directors to be elected by the Members of the Association shall be conducted in the following manner:

6.03.1 At any time after the Developer no longer has the right to appoint one (1) or more Directors or upon the earlier voluntary relinquishment by the Developer of its right to appoint any or all Director(s), a special meeting of the Members may be called to elect new Directors. In the absence of such a meeting, the Directors appointed by the Developer may continue to serve until the next annual meeting of the Members. In the event such a special meeting is called and held, and Directors are elected by the Members, at such special meeting the Members may elect to not hold the next annual meeting of the Members if such next annual meeting is less than six (6) months after the date of the special meeting. Upon such election, the next annual meeting shall not be held.

6.03.2 Except as provided above, the Members shall elect Directors at the annual Members' meetings, unless a special meeting of the Members is called in order to fill a vacancy on the Board as provided in Paragraphs 6.17.2 and 6.18 below.

6.03.3 Prior to any special or annual meeting at which Directors are to be elected by the Members, the existing Board may nominate a committee, which committee shall nominate one person for each Director to be elected by the Members, on the basis that the number of Directors to serve on the Board will not be altered at the Members' meeting. Nominations for additional directorships created at the meeting may be made from the floor, and any other nominations may be made from the floor.

6.03.4 The election of Directors by the Members shall be by ballot and by a plurality of the votes cast, each Member voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

6.04 Staggering of Directors and Term of Office. All Directors elected by the Members shall be assigned a number, starting with the number one (1) and continuing consecutively for each Director elected by the Members. Directors assigned an odd number shall be elected at the annual meeting occurring during an odd numbered year, and Directors assigned an even number shall be elected at the annual meeting occurring during an even numbered year. Directors elected by the Members shall hold office until their successors are duly elected, or until such Director's death, resignation or removal, as hereinafter provided or as otherwise provided by statute or by the Articles.

6.05 Organizational Meeting. The newly elected Board shall meet for the purposes of organization, the election of officers and the transaction of other business immediately after their election or within ten (10) days of same at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

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Order: 11221122 Page 79 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

6.06 Regular Meeting. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors.

6.07 Special Meetings. Special meetings of the Board may be called by any Director, or by the President, at any time.

6.08 Notice of Meetings. Notice of each meeting of the Board shall be given by the Secretary, or by any other officer or Director, which notice shall state the day, place and hour of the meeting. Notice of such meeting shall be delivered to each Director either personally or by telephone or facsimile, at least twenty-four (24) hours before the time at which such meeting is to be held, or by first class mail, postage prepaid, at least three (3) days before the day on which such meeting is to be held.

All meetings of the Board of Directors shall be open to all Members and Owners, except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege. Notices of Board Meetings shall be posted in a conspicuous place on the Property-at least forty-eight (48) hours in advance, except in an emergency. In the alternative, if notice is not posted in a conspicuous place on the Property, notice of each Board meeting must be mailed, delivered or electronically transmitted to each Member at least seven (7) days before the meeting, except in an emergency. Notice of any meeting in which assessments against Lots or Units are to be established shall specifically contain a statement that assessments shall be considered and a statement of the nature of such assessments.

Notice of any meeting at which special assessments will be considered or at which rules that regulate the use of Lots and/or Units in Reflection Isles may be adopted, amended or revoked must be mailed, delivered or electronically transmitted to each Member and posted in a conspicuous place on the Property, or broadcast on closed-circuit cable television, at least fourteen (14) days before the meeting. If changes to the rules regulating the use of Lots and/or Units on the Property will be considered, the notice shall specifically contain a statement that changes to the rules regulating the use of Lots and/or Units will be considered.

Notice of a meeting of the Board need not be given to any Director or Member who signs a waiver of notice either before or after the meeting. Attendance of a Director or a Member at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place, the time or the manner in which the meting has been called or convened, except when a Director or a Member states, at the beginning of the meeting, an objection to the transaction of any business because the meeting is not lawfully called or conveyed. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in any notice of waiver of notice of such meeting.

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Order: 11221122 Page 80 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

6.09 Attendance at Board Meetings. A Director may appear at a Board meeting by telephone conference, but in that event a telephone speaker shall be attached so that any discussion may be heard by the Directors and any Members or Owners present as in an open meeting.

6.10 Quorum and Manner of Acting. A majority of the Board determined in the manner provided in these By-Laws shall constitute a quorum for the transaction of any business at a meeting of the Directors. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board, unless the act of a greater number of Directors is required by statute, the Declaration, the Articles or by these By-Laws.

6.11 Adjourned Meetings. A majority of the Directors present at a meeting, whether or not a quorum exists, may adjourn any meeting of the Board to another place and time. Notice of any such adjourned meeting shall be given to the Directors and Members who are not present at the time of the adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other Directors and Members. Any business that might have been transacted at the meeting as originally called may be transacted at any adjourned meeting without further notice.

6.12 Presiding Officer. The presiding officer of the Directors' meetings shall be the Chairman of the Board if such an officer is elected; and if none, the President of the Association shall preside if the President is a Director. In the absence of the presiding officer, the Directors shall designate one of their members to preside.

6.13 Order of Business. The order of business at a Directors' meeting shall be:

6.13.1 Calling of roll;

6.13.2 Proof of due notice of meeting;

6.13.3 Reading and disposal of any unapproved minutes;

6.13.4 Reports of officers and committees;

6.13.5 Election of officers (if applicable);

6.13.6 Unfinished business;

6.13.7 New business; and

6.13.8 Adjournment.

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Order: 11221122 Page 81 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

6.14 Minutes of Meetings. The minutes of all meetings of the Board shall be maintained in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting in each matter voted upon for each Director present at a Board Meeting must be recorded in the minutes and the minutes shall be kept in a businesslike manner in a book available for inspection by the Members of the Association, or their authorized representatives, all Owners who are subject to the jurisdiction of the Association, and the Directors at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

6.15 Committees. The Board may, by resolution duly adopted, appoint committees. Any committee shall have and may exercise such powers, duties and functions as may be determined by the Board from time to time, which may include any powers which may be exercised by the Board and which are not prohibited by law from being exercised by a committee.

6.16 Resignation. Any Director of the Association may resign at any time by giving written notice of his resignation to the Board or Chairman of the Board or the President or the Secretary. Any such resignation shall take effect at the time specified therein or, if the time when such resignation is to become effective is not specified therein, immediately upon its receipt; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

6.17 Removal of Directors. Directors may be removed as follows:

6.17.1 Any Director other than a Director appointed by the Developer may be removed by majority vote of the remaining Directors, if such Director has been absent for the last three (3) consecutive Directors' meetings, and/or adjournments and continuances of such meetings.

6.17.2 Any Director other than a Director appointed by the Developer may be removed with or without cause by Members having a majority of the votes of the entire membership by an agreement in writing or at a special meeting of the Members called expressly for that purpose by Members having not less than ten (10%) percent of the votes of the entire membership. The vacancy on the Board caused by any such removal shall be filled in accordance with Section 720.303(10), Florida Statutes (2004), as amended from time to time.

6.18 Vacancies. Vacancies in the Board may be filled by a majority vote of the Directors then in office, though less than a quorum, or by a sole remaining Director, and the Director so chosen shall hold office until the next annual election and until their successors are duly elected and shall have qualified, unless sooner displaced. If there are no Directors in office, then a special election of the Members shall be called to elect the Directors. Notwithstanding anything contained herein to the contrary, the Developer at all times shall have the right to appoint the maximum

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Order: 11221122 Page 82 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

number of Directors permitted by these By-Laws, and any vacancies in the Board may be filled by the Developer to the extent that the number of Directors then serving on the Board which were appointed by the Developer is less than the number of Directors the Developer is then entitled to appoint.

6.19 Directors Appointed by the Developer. Notwithstanding anything contained herein to the contrary, the Developer shall have the right to appoint the maximum number of Directors in accordance with the privileges granted to the Developer pursuant to these By-Laws. All Directors appointed by the Developer shall serve at the pleasure of the Developer, and the Developer shall have the absolute right, at anytime, and in its sole discretion, to remove any Director appointed by it, and to replace such Director with another person to serve on the Board. Replacement of any Director appointed by the Developer shall be made by written notice to the Association which shall specify the name of the person designated as successor Director. The removal of any Director and the designation of his successor by the Developer shall become effective immediately upon delivery of such written instrument by the Developer. The Developer may waive its right to appoint one or more Directors which it has the right to appoint at any time upon written notice to the Association, and thereafter such Director(s) shall be elected by the Members. Notwithstanding the foregoing, so long as TOUSA is the Developer and the Option Agreement is in effect, TOUSA may not, without the prior written consent of Acacia, elect to waive its right to remove or appoint any Directors.

6.20 Compensation. The Directors shall not be entitled to any compensation for serving as Directors unless the Members approve such compensation, provided however the Association may, without approval by the Members, reimburse any Director for expenses incurred on behalf of the Association.

6.21 Powers and Duties. The Directors shall have the right to exercise all of the powers and duties of the Association, express or implied, existing under these By-Laws, the Articles, the Declaration, or as otherwise provided by statute or law. Such powers and duties of the Directors shall include, without limitation (except as limited elsewhere herein), the following:

6.21.1 The operation, care, upkeep and maintenance of the Common Areas, and any other portion of the Property determined to be maintained by the Board.

6.21.2 The determination of the expenses required for the operation of the Association.

6.21.3 The collection of Assessments for Common Expenses from Members and/or Owners required to pay same.

6.21.4 The employment and dismissal of personnel.

6.21.5 The adoption and amendment of rules and regulations covering the details for the operation and use of property owned and/or maintained by the Association.

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Order: 11221122 Page 83 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

6.21.6 Maintaining bank accounts on behalf of the Association and designating signatories required therefor.

6.21.7 Obtaining and reviewing insurance for all or any portion of the Property owned and/or maintained by the Association.

6.21.8 The making of repairs, additions and improvements to, or alterations of all or any portion of the Property owned and/or maintained by the Association.

6.21.9 Borrowing money on behalf of the Association; provided, however, that (i) the consent of the Members having at least two-thirds (2/3) of the votes of the entire membership, obtained at a meeting duly called and held for such purpose in accordance with the provisions of these By-Laws, shall be required for the borrowing of any sum in excess of $100,000.00; and (ii) no lien to secure repayment of any such borrowed money may be created on any Lot or Unit without the consent of the Owner of such Lot or Unit. However, these restrictions shall not apply to any advancement of funds as contemplated by Article VI, Section 6.15 of the Declaration.

6.21.10 Contracting for the management and maintenance of the Property owned and/or maintained by the Association authorizing a management agent or company to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules, and maintenance, repair and replacement of Common Areas with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by all Association documents and the Declaration, including, but not limited to, the making of Assessments, promulgation of rules, and execution of contracts on behalf of the Association.

6.21.11 Exercising all powers specifically set forth in the Declaration, the Articles, these By-Laws, and as otherwise provided by statute or law, and all powers incidental thereto or implied therefrom.

6.21.12 Entering into and upon any portion of the Property, including Lots and/or Units, and when necessary to maintain, care and preserve any portion of the Property-in the event the Owner fails to do so.

6.21.13 Collecting delinquent Assessments by suit or otherwise, abating nuisances, enjoining or seeking damages from the Members and/or Owners for violations of these By-Laws and the terms and conditions of the Declaration or of the Rules and Regulations of the Association.

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Order: 11221122 Page 84 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

6.21.14 Acquiring and entering into agreements whereby the Association acquires leaseholds, memberships, and other possessory or use interests in lands or facilities, whether or not contiguous to the lands operated by the Association, intended to provide for the enjoyment, recreation, or other use and benefit of the Members and/or Owners and declaring expenses in connection therewith to be Common Expenses; all in such form and in such manner as may be deemed by the Board to be in the best interest of the Association; and the participation in the acquisition of any interest in lands or facilities for the foregoing purposes may be direct or indirect, meaning, without limiting the generality of the foregoing, by direct ownership of land or acquisition of stock in a corporation owning land.

ARTICLE VII
OFFICERS

7.01 Members and Qualifications. The officers of the Association shall include a President, a Vice President, a Treasurer and a Secretary, all of whom shall be elected by the Directors of the Association and may be pre-emptively removed from office with or without cause by vote of the Directors at any meeting by concurrence of a majority of the Directors. Any person may hold two or more offices except that the President shall not also be the Secretary. The Board may, from time to time, elect such other officers and designate their powers and duties as the Board shall find to be appropriate to manage the affairs of the Association from time to time. Each officer shall hold office until his successor shall have been duly elected and shall have qualified, or until his death, or until he shall have resigned, or until he shall have been removed, as provided in these By-Laws.

7.02 Resignations. Any officer of the Association may resign at anytime by giving written notice of his resignation to any Director, the President or the Secretary. Any such resignation shall take effect at the time specified therein, or if there is no time specified therein, immediately upon its receipt; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make such resignation effective.

7.03 Vacancies. A vacancy in any office, whether arising from death, resignation, removal or any other cause may be filled for the unexpired portion of the term of the office which shall be vacant in the manner prescribed in these By-Laws for the regular election or appointment of such office.

7.04 The President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of president of an association or corporation including, but not limited to, the power to appoint committees from among the Members from time to time, as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association.

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Order: 11221122 Page 85 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

7.05 The Vice President. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also assist the President generally and exercise such other powers and perform such other duties as may be prescribed by the Board.

7.06 The Secretary. The Secretary shall prepare and keep the minutes of all proceedings of the Directors and the Members. He shall attend to the giving and serving of all notices to the Members and Directors and other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly executed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association, and as may be required by the Board or the President.

7.07 The Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board for examination at reasonable times. He shall submit a Treasurer's Report to the Board at reasonable intervals and shall perform all other duties incident to the office of treasurer. He shall collect all Assessments and shall report promptly to the Board the status of collections.

7.08 Compensation. The officers of the Association shall not be entitled to compensation unless the Board specifically votes to compensate them. However, neither this provision, nor the provision that Directors will not be compensated unless otherwise determined by the Members, shall preclude the Board from employing a Director or an officer as an employee of the Association and compensating such employee, nor shall they preclude the Association from contracting with a Director for the management of Property subject to the jurisdiction of the Association, or for the provision of services to the Association, and in either such event to pay such Director a reasonable fee for such management or provision of services.

ARTICLE VIII
FINANCES AND ASSESSMENTS

8.01 Adopting of the Budget.

8.01.1 Not less than 30 days prior to the beginning of each fiscal year of the Association, the Board of Directors of the Association shall adopt a budget for such fiscal year which shall reflect the estimated revenues and Common Expenses to be incurred by the Association during the fiscal year and the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges for recreational amenities, whether owned by the Association, the Developer, or another person. The Common Expenses of the Association shall include all expenses of any kind or nature whatsoever incurred, or to be incurred, by the Association for the operation of all or a

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Order: 11221122 Page 86 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

portion of the Property owned and/or operated by the Association, and for the proper operation of the Association itself, including, but not limited to, the expenses of the operation, management, maintenance, insurance, repair, or replacement of the Common Areas; costs of payment, or transference of any legitimate lien or judgment rendered against the Association or any portion of the Property-owned or maintained by the Association, costs of carrying out the powers and duties of the Association; all insurance premiums and expenses, including fire insurance and extended coverage; reasonable reserves for purchases, deferred maintenance, replacements, betterments, and unknown contingencies; and all other expenses designated as Common Expenses by these By-Laws, the Declaration, the Articles, or any other applicable statute or law of the State of Florida. If pursuant to any agreement entered into by the Association, any expense of the Association is to be shared with any person(s), then the annual budget of the Association shall contain a separate classification for such expense(s). In the event the Board fails to adopt an annual budget for any year, the prior year's budget shall remain in effect until a new budget is adopted or the existing budget is amended or revised. The Association shall provide each Member with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the Member. The copy shall be provided to the Member with the time limits set forth in sub-section 5.11 herein.

8.01.2 From time to time during the fiscal year, the Board of Directors may modify the budget for the fiscal year, and pursuant to the revised budget or otherwise the Board of Directors may, upon written notice to the Members, change the amount, frequency and/or due dates of the Assessments for Common Expenses per Lot or Unit. All of the above provisions shall apply to the adoption of an amended budget.

8.02 Assessments and Assessment Roll.

8.02.1 As soon as practicable after the adoption of a budget, or an amended budget, the Board shall fix and determine the amount and frequency of the Members' Assessments for Common Expenses, pursuant to the Declaration, the Articles and these By-Laws. Such Assessments shall be due not more frequently than monthly, and shall each be in an amount no less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. In the event any Assessment for Common Expenses is made payable in equal periodic payments as provided in the notice from the Association, such periodic payments shall automatically continue to be due and payable in the same amount and frequency as indicated in the notice, unless and/or until: (1) the notice specifically provides that the periodic payments will terminate upon the occurrence of a specified event or the payment of a specified amount, or (ii) the Association notifies the Member in writing of a change in the amount and/or frequency of the periodic payments. Notwithstanding the foregoing, in no event shall any Assessment for Common Expenses payable by any member be due less than ten (10) days from the date of the notification of such Assessment for Common Expenses.

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Order: 11221122 Page 87 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

8.02.2 In the event the expenditure of funds is required by the Association in addition to funds produced by the regular Assessments for Common Expenses, the Board of Directors may make special Assessments for Common Expenses, which shall be levied in the same manner as hereinbefore provided for regular Assessments for Common Expenses and shall be payable in the manner determined by the Board of Directors as stated in the notice of any special Assessments for Common Expenses.

8.02.3 The Association shall maintain an Assessment roll for each Member, designating the name and current mailing address of the Member, the amount of each Assessment payable by each Member, the dates and amounts in which the Assessments come due, the amounts paid upon the account of the Member, and the balance due.

8.03 Depositories. The funds of the Association shall be deposited in such banks and depositories as may be determined and approved by appropriate resolutions of the Board from time to time. Funds shall be withdrawn only upon checks and demands for money signed by such officers, Directors or other persons as may be designated by the Board.

8.04 Application of Payments and Commingling of Funds. All sums collected by, or on behalf of, the Association from Assessments may be commingled in a single fund or divided into more than one fund, as determined by the Board.

8.05 Financial Reporting. The Association shall prepare an annual financial report within 60 days after the close of the fiscal year. The Association shall, within the time limits set forth in subsection 5.11 herein, provide each Member with a copy of the annual financial report or a written notice that a copy of the financial report is available upon request at no charge to the member. The financial report must consist of either:

8.05.1 Financial statements presented in conformity with generally accepted accounting principles; or

8.05.2 A financial report of actual receipts and expenditures, cash basis, which report must show:

A. The amount of receipts and expenditures by classification; and

B. The beginning and ending cash balances of the Association.

ARTICLE IX
PARLIAMENTARY RULES

Robert's 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.

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Order: 11221122 Page 88 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

ARTICLE X
AMENDMENTS

Except as otherwise provided, these By-Laws may be amended in the following manner:

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

10.02 Initiation. A resolution to amend these By-Laws may be proposed by any Director, or by one or more of the Members or their authorized representatives.

10.03 Adoption of Amendments.

10.03.1 A resolution for the adoption of the proposed amendment shall be adopted by Members having not less than a majority of the votes of the entire membership of the Association.

10.03.2 Notwithstanding the foregoing, so long as the Developer appoints a majority of the Directors of the Association, the Developer shall have the right to unilaterally amend these By-Laws without the joinder or approval of any Directors or any Member; provided, however, that so long as any Lots in the Property are subject to the Option Agreement by and between the Developer and Acacia, as defined in the Declaration, any amendment shall require the prior written approval of and joinder in the execution of the amendment by Acacia.

10.04 Restrictions on Amendments. No amendment shall make any changes in the qualification for membership nor in the voting rights or property rights of Members without approval by all of the Members and the joinder of all record owners of mortgages upon the Lots or Units. No amendment shall be made that is in conflict with the Declaration, the Articles or these By-Laws. So long as the Developer owns any portion of the Property, or holds any mortgage encumbering any portion of the Property- other than a Unit, no amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the Developer, unless the Developer shall join in the execution of the amendment.

10.05 Execution and Recording. No modification of, or amendment to, these By-Laws shall be valid unless recorded in the public records of the county in which the Property is located.

10.06 Administrative Requirement. Any amendment made by Developer, and any amendment made by the Members prior to the completion of seventy-five percent (75%) of all of the Units which built Association, must be approved by the Federal Housing Administration or by the Veterans Administration if any mortgage encumbering any Lot or Unit is guaranteed or insured by either such agency, if such amendment materially and adversely affects the Members. Such

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Order: 11221122 Page 89 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

approval shall be deemed given if either agency fails to deliver written notice of its disapproval of any amendment to Developer or to the Association within 20 days after a request for such approval is delivered to the agency by certified mail, return receipt requested or equivalent delivery, and such approval shall be conclusively evidenced by a certificate of Developer or the Association that the approval was given or deemed given.

ARTICLE XI
RULES AND REGULATIONS

The Board may, from time to time, adopt, or amend previously adopted, Rules and Regulations concerning the use of the Common Areas and concerning the use, operation and maintenance of other portions of the Property-in order to further implement and carry out the intent of the Declaration, the Articles, and these By-Laws. The Board shall make available to any Member, upon request, a copy of the Rules and Regulations adopted from time to time by the Board.

ARTICLE XII
MISCELLANEOUS

12.01 Tenses and Genders. The use of any gender or of any tense in these By-Laws shall refer to all genders or to all tenses, wherever the context so requires.

12.02 Partial Invalidity. Should any of the provisions hereof be void or become unenforceable at law or in equity, the remaining provisions shall, nevertheless, be and remain in full force and effect.

12.03 Conflicts. In the event of any conflict, any applicable Florida Statute, the Declaration, the Articles, these By-Laws, and the Rules and Regulations of the Association shall govern, in that order.

12.04 Captions. Captions are inserted herein only as a matter of convenience and for reference, and in no way are intended to or shall define, limit or describe the scope of these By-Laws or the intent of any provisions hereof.

12.05 Waiver of Objections. The failure of the Board or any officers of the Association to comply with any terms and provisions of the Declaration, the Articles, or these By-Laws which relate to time limitations shall not, in and of itself, invalidate the act done or performed. Any such defect shall be waived if it is not objected to by a Member of the Association within thirty (30) days after the Member is notified, or becomes aware, of the defect. Furthermore, if such defect occurs at a general or special meeting, the defect shall be waived as to all Members who received notice of the meeting and failed to object to such defect at the meeting.

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Order: 11221122 Page 90 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

EXECUTED on the dates set forth next to the signatures of authorized signatories of the Developer and joined in by the current owner of title to the Property submitted to the Association.

Developer:

TOUSA HOMES, INC.,
a Florida corporation

5-30-06
Date

By: _____
Print Name: David A. Cobb
Title: Division President

Title Holder:

ACACIA CREDIT FUND 9-A, L.L.C.,
a Delaware limited liability company

By: Fund 9-A Management Company ,L.L.C.,
a Delaware limited liability company, its
Managing Member

By: Acacia Capital Corporation,
a California corporation, its
Managing Member

06/05/06
Date

By: _____
PrintName: Steven S. Benson
Title: Exec. Vice President

Acknowledged by Reflection Isles Master Association, Inc:

REFLECTION ISLES MASTER
ASSOCIATION, INC.,
a Florida not-for-profit. corporation

5-17-06
Date

By: _____
John J. Coughlin, President

Attest: _____, Secretary

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Order: 11221122 Page 91 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

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Order: 11221122 Page 92 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

AMENDED AND RESTATED BY-LAWS

OF

REFLECTION ISLES MASTER ASSOCIATION, INC.

A CORPORATION NOT FOR PROFIT UNDER THE LAWS OF THE STATE OF FLORIDA

PREAMBLE

Pursuant to Section 10.03.2 of the By-Laws of REFLECTION ISLES MASTER ASSOCIATION, INC., a not-for-profit corporation organized and existing under the laws of the State of Florida, TOUSA, the Developer, hereby modifies, amends and restates the By-Laws of said Association.

ARTICLE I
DEFINITIONS

1.01 "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Association as filed with the Secretary of State of Florida, as amended from time to time.

1.02 "Association" shall mean and refer to REFLECTION ISLES MASTER ASSOCIATION, INC., a not-for-profit corporation organized and existing under the laws of the State of Florida.

1.03 "Developer" shall mean and refer to TOUSA Homes, Inc., a Florida corporation.

1.04 "Member" shall mean and refer to each Owner of a Lot or Unit who holds title to property which is subject to the terms and provisions of the Declaration.

1.05 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Unit situated upon the Property.

1.06 "Property " shall mean and refer to the Property as defined in the Declaration of Covenants and Restrictions for Reflection Isles (the "Declaration") described in the Articles of Incorporation of the Association.

1.07 Other Definitions. Unless the context otherwise requires, all capitalized terms used in these By-Laws but not defined herein shall have the same meaning as are attributed to them in

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Order: 11221122 Page 93 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

the Declaration and the Articles.

ARTICLE II
GENERAL

2.01 Identity. These are the By-Laws of the Association, organized for the purposes stated in the Articles of Incorporation, which shall have all of the powers provided in these By-Laws, the Articles of Incorporation, the Declaration, and any other statute or law of the State of Florida, or any other power incident to any of the above powers.

2.02 Principal Office. The principal office of the Association shall be at such place as the Board may determine from time to time.

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

2.04 Seal. The seal of the Association shall have inscribed upon it the name of the Association, the year of its incorporation and the words "Corporation Not-for-Profit." Said seal may be used by causing it, or a facsimile thereof, to be impressed, affixed or otherwise reproduced upon any instrument or document executed in the name of the Association.

2.05 Inspection of Books and Records. The records of the Association shall be open to inspection by the Members, the Owner of any Lot or Unit, and all holders, insurers, or guarantors of any first mortgage encumbering any Lot or Unit, upon request, during normal business hours or under other reasonable circumstances. Such records of the Association shall include current copies of the Declaration, Articles, these By-Laws, any Rules and Regulations of the Association, and any amendments thereto, any contracts entered into by the Association, and the books, records and financial statements of the Association. The Association shall be required to make available to prospective purchasers of any Lot or Unit the current copies of the Declaration, Articles and By-Laws, and the most recent annual financial statement of the Association.

ARTICLE III
MEMBERSHIP IN GENERAL

3.01 Membership. The members of the Association shall be comprised of the Owners. Notwithstanding the foregoing, any such person or entity who holds title to any Lot or Unit merely as security for the performance of an obligation shall not be a Member. Each Owner shall be entitled to the benefit of, and be subject to the provisions of the Declaration, as it may be amended from time to time.

3.02 Rights of Membership. The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against each Member, and becomes a lien upon, that portion of the Property-against which such assessments are made as provided in the Declaration.

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Order: 11221122 Page 94 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

3.03 Member Register. The Secretary of the Association shall maintain a register in the office of the Association showing the names and addresses of the Members of the Association. Each Member shall at all times advise the secretary of any change of address of the Member, and of any change of ownership of the Member's Lot or Unit. The Association shall not be responsible for reflecting any changes, until notified of such changes in writing. Any mortgagee of any Lot or Unit may register by notifying the Association in writing of its mortgage.

ARTICLE IV
MEMBERSHIP VOTING

4.01 Voting Rights. Voting rights of Members shall be as provided in the Declaration and these By-Laws. The Association shall have two (2) classes of voting Members, each to be selected and to cast the numbers of votes set forth below:

Class A. The Class A Voting Members shall be all Owners. Each Class A voting Member shall be entitled to one (1) vote for each Lot or Unit owned.

Class B. Until converted to Class A Memberships as provided below, the Class B voting Members shall be Developer and Acacia. The Class B voting Members shall be entitled to one (1) vote, plus two (2) votes for each vote which the Class A Members are entitled to cast from time to time, provided that the Class B Membership shall cease and terminate and be converted to Class A Memberships one (1) year after the last Lot or Unit within Reflection Isles has been sold and conveyed to an Owner other than the Developer or Acacia, and all other portions of Reflection Isles have been conveyed by the Developer, or at any time prior to that date at the election of the Developer, provided that, so long as TOUSA is the Developer and the Option Agreement between TOUSA and Acacia is in effect, as provided in the Declaration, the Developer may not elect to terminate the Class B Membership without the prior written consent of Acacia.

4.02 General Matters. When reference is made in these By-Laws or other relevant documents to a majority or specific percentage of Members, such reference shall be deemed to be a majority or specific percentage of the votes which each Voting Member is entitled to cast at a duly constituted meeting thereof (i.e., one for which proper notice has been given and at which a quorum exists). To the extent lawful, the foregoing shall apply to, without limitation, the establishment of a quorum at any applicable meeting.

4.03 Quorum Requirements and Majority Vote. A quorum for the transaction of business at any regular or special meeting of the Members shall exist if thirty percent (30%) of the total number of Members in good standing shall be present, in person or by proxy, at the meeting. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum is present shall be binding upon all Members and Owners who are subject to the terms and provisions of the Declaration, for all purposes, except where otherwise provided by law, in the

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Order: 11221122 Page 95 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

Declaration, the Articles or in these By-Laws.

4.04 Voting Member. If a Lot or Unit is owned by one person, the right to vote shall be established by the roster of Members. If a Lot or Unit is owned by more than one person, those persons (including husbands and wives) shall decide among themselves as to who shall cast the vote of the Lot or Unit. In the event that those persons cannot so decide, no vote shall be cast. A person casting a vote for a Lot or Unit shall be presumed to have the authority to do so unless the President of the Board of Directors of the Association is otherwise notified. If a Lot or Unit is owned by a corporation, the person entitled to cast the vote for the Lot or Unit shall be designated by a certificate signed by an appropriate officer of the corporation and filed with the Secretary of the Association. Such person need not be an Owner of the Lot or Unit. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Lot or Unit concerned. A certificate designating the person entitled to cast the vote for a Lot or Unit may be revoked by any record owner of an undivided interest in the Lot or Unit. If a certificate designating the person entitled to cast the vote for a Lot or Unit for which such certificate is required is not on file or has been revoked, the vote attributable to such Lot or Unit shall not be considered in determining whether a quorum is present, nor for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such certificate is filed.

4.05 Proxies. For purposes of this Section, the principals or partners of any entity (other than a corporation) shall be deemed co-Owners, and the directors and officers of a corporation shall be deemed co-Owners. Every Member entitled to vote at a meeting of the Membership, or to express consent or dissent without a meeting, may authorize another person to act on the Member's behalf by a proxy signed by such Member or their respective attorney-in-fact. General proxies and limited proxies may be used to establish a quorum and general proxies may be utilized for those issues which do not require the use of a limited proxy by law. Any such proxy shall be delivered to the Secretary of the Association, or the person acting as secretary at the meeting, at or prior to the time designated in the order of business for so delivering such proxies. To be valid, a proxy must be dated, must state the date, time and place of the meeting for which it was given, and must be signed by the authorized person who executed the proxy. Proxies shall be valid only for the particular meeting designated therein and any lawful adjournments thereof. A proxy is not valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the Member executing it.

ARTICLE V
MEMBERSHIP MEETINGS

5.01 Who May Attend. As to an Owner Member, any person entitled to cast the votes of said Member, and in the event any Lot or Unit is owned by more than one person, all co-Owners of the Lot or Unit, may attend any meeting of the Members. For purposes of this Section, the principals or partners of any entity (other than a corporation) shall be deemed co-Owners, and the directors and officers of a corporation shall be deemed co-Owners. However, the votes of any

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Order: 11221122 Page 96 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

Member shall be cast in accordance with the provisions of Article IV above. For so long as the Developer is a Member, the Developer shall have the right to attend all meetings of the Members. Any person not expressly authorized to attend a meeting of the Members, as set forth above, may be excluded from any meeting of the Members by the presiding officer of the meeting.

5.02 Place. All meetings of the Members shall be held at the principal office of the Association or at such other place and at such time as shall be designated by the Board and stated in the notice of meeting.

5.03 Notices. Written notice stating the place, day and hour of any meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given to each Member not less than 10 nor more than 30 days before the date of the meeting, by or at the direction of the President, the Secretary or the officer or persons calling the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail, addressed to the Member at the Member's address as it appears on the records of the Association, unless such Member shall have filed a written request with the Secretary of the Association stating that notices to him be mailed to some other address. For the purpose of determining Members entitled to notice of, or to vote at, any meeting of the Members of the Association, or in order to make a determination of the Members for any other purpose, the Board shall be entitled to rely upon the Member register as same exists 10 days prior to the giving of the notice of any meeting, and the Board shall not be required to take into account any changes in membership occurring after that date but may, in their sole and absolute discretion, do so. Notwithstanding the foregoing, if the Lot or Unit of an Owner Member is owned by more than one person or by an entity, only one notice shall be required to be sent with respect to the Member, which shall be made to the person designated by the co-Owners to receive notice in a certificate of voting representative delivered to the Association, and in the absence of such certificate, may be made to any one co-Owner, as defined in Section 5.01 of these By-Laws.

5.04 Waiver of Notice. Whenever any notice is required to be given to any Member under the provisions of the Articles or these By-Laws, or as otherwise provided by law, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a Member at a meeting shall constitute a waiver of notice of such meeting, except when the Member objects at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

5.05 Annual Meeting. The annual meeting for the purpose of electing directors and transacting any other business shall be held at such time, on such date, and in such month as shall be selected by the Board and as is contained in the notice of such meeting; provided, however, that such day shall not be a legal holiday. If the Board fails to call such meeting by the end of March of any year, then within thirty (30) days after the written request of any Member, officer or Director of the Association, the Secretary shall call an annual meeting. During the period when the Developer appoints a majority of the Board, no annual meetings will be required.

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Order: 11221122 Page 97 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

5.06 Special Meetings. Special meetings of the Members may be requested at any time by written notice to the Secretary by any Director, the President, or any Member(s) having not less than twenty-five (25%) of the votes of the entire membership, or as otherwise provided by law. Such request shall state the purpose of the proposed meeting. Business transacted at all special meetings shall be confined to the subjects stated in the notice of meeting. Notice of any special meeting must include a description of the purpose or purposes for which the meeting is called and shall be given by the Secretary, or other officer of the Association, to all of the Members within thirty (30) days after same is duly requested, and the meeting shall be held within forty-five (45) days after same is duly requested.

5.07 Adjournments. Any meeting may be adjourned or continued by a majority of the votes present and entitled to be cast at the meeting in person or by proxy, regardless of a quorum, or if no Member entitled to vote is present at a meeting, then any officer of the Association may adjourn the meeting from time to time. If any meeting is adjourned or continued to another time or place, it shall not be necessary to give any notice of the adjourned meeting, if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and any business may be transacted at the adjourned meeting that might have been transacted at the original meeting. If the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, notice of the adjourned meeting may be given to Members not present at the original meeting, without giving notice to the Members which were present at such meeting.

5.08 Organization. At each meeting of the Members, the President, the Vice President, or any person chosen by a majority of the Members present, in that order, shall act as chairman of the meeting. The Secretary, or in his absence or inability to act, any person appointed by the chairman of the meeting, shall act as Secretary of the meeting.

5.09 Order of Business. The order of business at the annual meetings of the Members shall be:

5.09.1 Determination of chairman of the meeting;

5.09.2 Calling of the role and certifying of proxies;

5.09.3 Proof of notice of meeting or waiver of notice;

5.09.4 Reading and disposal of any unapproved minutes;

5.09.5 Election of inspectors of election;

5.09.6 Determination of number of Directors;

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Order: 11221122 Page 98 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

5.09.7 Nomination and election of Directors;

5.09.8 Reports of Directors, officers or committees;

5.09.9 Unfinished business;

5.09.10 New business; and

5.09.11 Adjournment.

5.10 Minutes. The minutes of all meetings of the Members shall be maintained in written form, or in another form that can be converted into written form within a reasonable time, and available for inspection by the Members or their authorized representatives, all Owners who are subject to the jurisdiction of the Association, and the members of the Board, at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

5.11 Official Records. The Association shall maintain each of the following items, when applicable, which shall constitute the official records of the Association:

5.11.1 Copies of any plans, specifications, permits, and warranties related to improvements constructed on the Common Areas or other property that the Association is obligated to maintain, repair or replace.

5.11.2 A copy of the By-Laws of the Association and of each amendment to the By-Laws.

5.11.3 A copy of the Articles of Incorporation of the Association, and of each amendment thereto.

5.11.4 A copy of the current rules of the Association.

5.11.5 A book or books that contain the minutes of all meetings of the Association, of the Board of Directors, and of Members, which minutes shall be retained for a period of not less than seven (7) years.

5.11.6 A current roster of all Members and their mailing addresses, Lot or Unit identifications, if applicable, and, if known, telephone numbers.

5.11.7 All current insurance policies of the Association or a copy thereof, which policies must be retained for a period of not less than seven (7) years.

5.11.8 A current copy of all contracts to which the Association is a party, including without limitation, any management agreement, lease, or other contract under which the

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Order: 11221122 Page 99 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

Association has any obligation or responsibility. Bids received by the Association for work to be performed must also be considered official records and must be kept for a period of not less than one (1) year.

5.11.9 All financial and accounting records of the Association, kept according to good accounting practices. All financial and accounting records shall be maintained for a period of not less than seven (7) years. The financial and accounting records must include:

A. Accurate, itemized, and detailed records of all receipts and expenditures.

B. A current account and a periodic statement of the account for each Member of the Association, designating the name and current address of each Member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the Member, the date and amount of each payment on the account, and the balance due.

C. All tax returns, financial statements and financial reports of the Association.

D. Any other records that identify, measure, record or communicate financial information.

The official records shall be maintained within this state and must be open to inspection and available for photocopying by Members or their authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for access. This may be accomplished by having a copy of the official records available for inspection or copying in the community.

The Association may adopt reasonable written rules governing the frequency, time, location, notice, and manner of inspections, and may impose fees to cover the costs of providing copies of the official records, including, without limitation, the costs of copying. The Association shall maintain an adequate number of copies of the recorded governing documents to ensure their availability to Members and prospective members, and may charge only its actual costs for reproducing and furnishing these documents to those persons who are entitled to receive them, or such other amount as allowable by law.

5.12 Actions without a Meeting. Any action required or permitted to be taken at any annual or special meeting of the Members of the Association may be taken without a meeting, without prior notice, and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all Members entitled to vote thereon were present and voted. Within ten (10) days after obtaining such authorization by written consent, notice shall be given to those Members who have not consented in writing. The notice

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Order: 11221122 Page 100 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

shall fairly summarize the material features of the authorized action. If the Lot(s) or Unit(s) for which membership is established in the Association is owned by more than one person or by an entity, the consent for such Lot(s) or Unit(s) need only be signed by one person who would be entitled to cast the vote(s) for the Lot(s) or Unit(s) as a co-Owner, as set forth in Paragraph 5.01 of these By-Laws.

ARTICLE VI
BOARD

6.01 Number of Directors.

6.01.1 The affairs of the Association shall be managed by a Board of Directors comprised of not less than three (3) persons, but as many persons as the Board of Directors shall from time to time determine, but which shall always be an odd number. So long as the Developer is entitled to appoint any Director pursuant to these By-Laws, the number of Directors will be determined, and may be changed from time to time, by the Developer by written notice to the Board. In the absence of such notification, there shall be three (3) directors.

6.01.2 After the Developer is no longer entitled to appoint any Directors, the number of Directors on the Board shall, in the absence of a determination to the contrary by the Members, be three (3). Thereafter, the number of Directors on the Board may be changed at any meeting where the Members are to elect any Directors.

6.02 Appointment of Directors by Developer. The Developer shall have the right to appoint all of the Directors until at least ninety (90%) percent of the Lots and/or Units within the Property that will ultimately be within the jurisdiction of the Association have been conveyed to Owners other than the Developer or Acacia.

6.02.1 Thereafter, Members other than the Developer shall have the right to elect at least a majority of the Board of Directors of the Association three (3) months after ninety percent (90%) of the Lots and/or Units in Reflection Isles that will ultimately be within the jurisdiction of the Association have been conveyed to Owners other than TOUSA or Acacia. The Developer shall have the right to elect at least one (1) Director, so long as Developer holds for sale in the ordinary course of business at least five (5%) percent of the Lots and/or Units in Reflection Isles.

6.02.2 Notwithstanding the foregoing, in no event shall there be less than three (3) Directors, and the number of Directors shall always be an odd number, and in any event the Members shall not have the right to change the number of Directors so long as the Developer has the right to determine the number of Directors as set forth above.

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Order: 11221122 Page 101 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

6.03 Election of Directors by Members. Election of Directors to be elected by the Members of the Association shall be conducted in the following manner:

6.03.1 At any time after the Developer no longer has the right to appoint one (1) or more Directors or upon the earlier voluntary relinquishment by the Developer of its right to appoint any or all Director(s), a special meeting of the Members may be called to elect new Directors. In the absence of such a meeting, the Directors appointed by the Developer may continue to serve until the next annual meeting of the Members. In the event such a special meeting is called and held, and Directors are elected by the Members, at such special meeting the Members may elect to not hold the next annual meeting of the Members if such next annual meeting is less than six (6) months after the date of the special meeting. Upon such election, the next annual meeting shall not be held.

6.03.2 Except as provided above, the Members shall elect Directors at the annual Members' meetings, unless a special meeting of the Members is called in order to fill a vacancy on the Board as provided in Paragraphs 6.17.2 and 6.18 below.

6.03.3 Prior to any special or annual meeting at which Directors are to be elected by the Members, the existing Board may nominate a committee, which committee shall nominate one person for each Director to be elected by the Members, on the basis that the number of Directors to serve on the Board will not be altered at the Members' meeting. Nominations for additional directorships created at the meeting may be made from the floor, and any other nominations may be made from the floor.

6.03.4 The election of Directors by the Members shall be by ballot and by a plurality of the votes cast, each Member voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

6.04 Staggering of Directors and Term of Office. All Directors elected by the Members shall be assigned a number, starting with the number one (1) and continuing consecutively for each Director elected by the Members. Directors assigned an odd number shall be elected at the annual meeting occurring during an odd numbered year, and Directors assigned an even number shall be elected at the annual meeting occurring during an even numbered year. Directors elected by the Members shall hold office until their successors are duly elected, or until such Director's death, resignation or removal, as hereinafter provided or as otherwise provided by statute or by the Articles.

6.05 Organizational Meeting. The newly elected Board shall meet for the purposes of organization, the election of officers and the transaction of other business immediately after their election or within ten (10) days of same at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

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Order: 11221122 Page 102 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

6.06 Regular Meeting. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors.

6.07 Special Meetings. Special meetings of the Board may be called by any Director, or by the President, at any time.

6.08 Notice of Meetings. Notice of each meeting of the Board shall be given by the Secretary, or by any other officer or Director, which notice shall state the day, place and hour of the meeting. Notice of such meeting shall be delivered to each Director either personally or by telephone or facsimile, at least twenty-four (24) hours before the time at which such meeting is to be held, or by first class mail, postage prepaid, at least three (3) days before the day on which such meeting is to be held.

All meetings of the Board of Directors shall be open to all Members and Owners, except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege. Notices of Board Meetings shall be posted in a conspicuous place on the Property at least forty-eight (48) hours in advance, except in an emergency. In the alternative, if notice is not posted in a conspicuous place on the Property, notice of each Board meeting must be mailed, delivered or electronically transmitted to each Member at least seven (7) days before the meeting, except in an emergency. Notice of any meeting in which assessments against Lots or Units are to be established shall specifically contain a statement that assessments shall be considered and a statement of the nature of such assessments.

Notice of any meeting at which special assessments will be considered or at which rules that regulate the use of Lots and/or Units in Reflection Isles may be adopted, amended or revoked must be mailed, delivered or electronically transmitted to each Member and posted in a conspicuous place on the Property, or broadcast on closed-circuit cable television, at least fourteen (14) days before the meeting. If changes to the rules regulating the use of Lots and/or Units on the Property will be considered, the notice shall specifically contain a statement that changes to the rules regulating the use of Lots and/or Units will be considered.

Notice of a meeting of the Board need not be given to any Director or Member who signs a waiver of notice either before or after the meeting. Attendance of a Director or a Member at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place, the time or the manner in which the meting has been called or convened, except when a Director or a Member states, at the beginning of the meeting, an objection to the transaction of any business because the meeting is not lawfully called or conveyed. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in any notice of waiver of notice of such meeting.

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Order: 11221122 Page 103 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

6.09 Attendance at Board Meetings. A Director may appear at a Board meeting by telephone conference, but in that event a telephone speaker shall be attached so that any discussion may be heard by the Directors and any Members or Owners present as in an open meeting.

6.10 Quorum and Manner of Acting. A majority of the Board determined in the manner provided in these By-Laws shall constitute a quorum for the transaction of any business at a meeting of the Directors. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board, unless the act of a greater number of Directors is required by statute, the Declaration, the Articles or by these By-Laws.

6.11 Adjourned Meetings. A majority of the Directors present at a meeting, whether or not a quorum exists, may adjourn any meeting of the Board to another place and time. Notice of any such adjourned meeting shall be given to the Directors and Members who are not present at the time of the adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other Directors and Members. Any business that might have been transacted at the meeting as originally called may be transacted at any adjourned meeting without further notice.

6.12 Presiding Officer. The presiding officer of the Directors' meetings shall be the Chairman of the Board if such an officer is elected; and if none, the President of the Association shall preside if the President is a Director. In the absence of the presiding officer, the Directors shall designate one of their members to preside.

6.13 Order of Business. The order of business at a Directors' meeting shall be:

6.13.1 Calling of roll;

6.13.2 Proof of due notice of meeting;

6.13.3 Reading and disposal of any unapproved minutes;

6.13.4 Reports of officers and committees;

6.13.5 Election of officers (if applicable);

6.13.6 Unfinished business;

6.13.7 New business; and

6.13.8 Adjournment.

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Order: 11221122 Page 104 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

6.14 Minutes of Meetings. The minutes of all meetings of the Board shall be maintained in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting in each matter voted upon for each Director present at a Board Meeting must be recorded in the minutes and the minutes shall be kept in a businesslike manner in a book available for inspection by the Members of the Association, or their authorized representatives, all Owners who are subject to the jurisdiction of the Association, and the Directors at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

6.15 Committees. The Board may, by resolution duly adopted, appoint committees. Any committee shall have and may exercise such powers, duties and functions as may be determined by the Board from time to time, which may include any powers which may be exercised by the Board and which are not prohibited by law from being exercised by a committee.

6.16 Resignation. Any Director of the Association may resign at any time by giving written notice of his resignation to the Board or Chairman of the Board or the President or the Secretary. Any such resignation shall take effect at the time specified therein or, if the time when such resignation is to become effective is not specified therein, immediately upon its receipt; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

6.17 Removal of Directors. Directors may be removed as follows:

6.17.1 Any Director other than a Director appointed by the Developer may be removed by majority vote of the remaining Directors, if such Director has been absent for the last three (3) consecutive Directors' meetings, and/or adjournments and continuances of such meetings.

6.17.2 Any Director other than a Director appointed by the Developer may be removed with or without cause by Members having a majority of the votes of the entire membership by an agreement in writing or at a special meeting of the Members called expressly for that purpose by Members having not less than ten (10%) percent of the votes of the entire membership. The vacancy on the Board caused by any such removal shall be filled in accordance with Section 720.303(10), Florida Statutes (2004), as amended from time to time.

6.18 Vacancies. Vacancies in the Board may be filled by a majority vote of the Directors then in office, though less than a quorum, or by a sole remaining Director, and the Director so chosen shall hold office until the next annual election and until their successors are duly elected and shall have qualified, unless sooner displaced. If there are no Directors in office, then a special election of the Members shall be called to elect the Directors. Notwithstanding anything contained herein to the contrary, the Developer at all times shall have the right to appoint the maximum

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Order: 11221122 Page 105 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

number of Directors permitted by these By-Laws, and any vacancies in the Board may be filled by the Developer to the extent that the number of Directors then serving on the Board which were appointed by the Developer is less than the number of Directors the Developer is then entitled to appoint.

6.19 Directors Appointed by the Developer. Notwithstanding anything contained herein to the contrary, the Developer shall have the right to appoint the maximum number of Directors in accordance with the privileges granted to the Developer pursuant to these By-Laws. All Directors appointed by the Developer shall serve at the pleasure of the Developer, and the Developer shall have the absolute right, at anytime, and in its sole discretion, to remove any Director appointed by it, and to replace such Director with another person to serve on the Board. Replacement of any Director appointed by the Developer shall be made by written notice to the Association which shall specify the name of the person designated as successor Director. The removal of any Director and the designation of his successor by the Developer shall become effective immediately upon delivery of such written instrument by the Developer. The Developer may waive its right to appoint one or more Directors which it has the right to appoint at any time upon written notice to the Association, and thereafter such Director(s) shall be elected by the Members. Notwithstanding the foregoing, so long as TOUSA is the Developer and the Option Agreement is in effect, TOUSA may not, without the prior written consent of Acacia, elect to waive its right to remove or appoint any Directors.

6.20 Compensation. The Directors shall not be entitled to any compensation for serving as Directors unless the Members approve such compensation, provided however the Association may, without approval by the Members, reimburse any Director for expenses incurred on behalf of the Association.

6.21 Powers and Duties. The Directors shall have the right to exercise all of the powers and duties of the Association, express or implied, existing under these By-Laws, the Articles, the Declaration, or as otherwise provided by statute or law. Such powers and duties of the Directors shall include, without limitation (except as limited elsewhere herein), the following:

6.21.1 The operation, care, upkeep and maintenance of the Common Areas, and any other portion of the Property determined to be maintained by the Board.

6.21.2 The determination of the expenses required for the operation of the Association.

6.21.3 The collection of Assessments for Common Expenses from Members and/or Owners required to pay same.

6.21.4 The employment and dismissal of personnel.

6.21.5 The adoption and amendment of rules and regulations covering the details

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Order: 11221122 Page 106 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

for the operation and use of property owned and/or maintained by the Association.

6.21.6 Maintaining bank accounts on behalf of the Association and designating signatories required therefor.

6.21.7 Obtaining and reviewing insurance for all or any portion of the Property owned and/or maintained by the Association.

6.21.8 The making of repairs, additions and improvements to, or alterations of all or any portion of the Property owned and/or maintained by the Association.

6.21.9 Borrowing money on behalf of the Association; provided, however, that (i) the consent of the Members having at least two-thirds (2/3) of the votes of the entire membership, obtained at a meeting duly called and held for such purpose in accordance with the provisions of these By-Laws, shall be required for the borrowing of any sum in excess of $100,000.00; and (ii) no lien to secure repayment of any such borrowed money may be created on any Lot or Unit without the consent of the Owner of such Lot or Unit. However, these restrictions shall not apply to any advancement of funds as contemplated by Article VI, Section 6.15 of the Declaration.

6.21.10 Contracting for the management and maintenance of the Property owned and/or maintained by the Association authorizing a management agent or company to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules, and maintenance, repair and replacement of Common Areas with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by all Association documents and the Declaration, including, but not limited to, the making of Assessments, promulgation of rules, and execution of contracts on behalf of the Association.

6.21.11 Exercising all powers specifically set forth in the Declaration, the Articles, these By-Laws, and as otherwise provided by statute or law, and all powers incidental thereto or implied therefrom.

6.21.12 Entering into and upon any portion of the Property, including Lots and/or Units, and when necessary to maintain, care and preserve any portion of the Property-in the event the Owner fails to do so.

6.21.13 Collecting delinquent Assessments by suit or otherwise, abating nuisances, enjoining or seeking damages from the Members and/or Owners for violations of these By-Laws and the terms and conditions of the Declaration or of the Rules and Regulations of the Association.

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Order: 11221122 Page 107 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

6.21.14 Acquiring and entering into agreements whereby the Association acquires leaseholds, memberships, and other possessory or use interests in lands or facilities, whether or not contiguous to the lands operated by the Association, intended to provide for the enjoyment, recreation, or other use and benefit of the Members and/or Owners and declaring expenses in connection therewith to be Common Expenses; all in such form and in such manner as may be deemed by the Board to be in the best interest of the Association; and the participation in the acquisition of any interest in lands or facilities for the foregoing purposes may be direct or indirect, meaning, without limiting the generality of the foregoing, by direct ownership of land or acquisition of stock in a corporation owning land.

ARTICLE VII
OFFICERS

7.01 Members and Qualifications. The officers of the Association shall include a President, a Vice President, a Treasurer and a Secretary, all of whom shall be elected by the Directors of the Association and may be pre-emptively removed from office with or without cause by vote of the Directors at any meeting by concurrence of a majority of the Directors. Any person may hold two or more offices except that the President shall not also be the Secretary. The Board may, from time to time, elect such other officers and designate their powers and duties as the Board shall find to be appropriate to manage the affairs of the Association from time to time. Each officer shall hold office until his successor shall have been duly elected and shall have qualified, or until his death, or until he shall have resigned, or until he shall have been removed, as provided in these By-Laws.

7.02 Resignations. Any officer of the Association may resign at anytime by giving written notice of his resignation to any Director, the President or the Secretary. Any such resignation shall take effect at the time specified therein, or if there is no time specified therein, immediately upon its receipt; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make such resignation effective.

7.03 Vacancies. A vacancy in any office, whether arising from death, resignation, removal or any other cause may be filled for the unexpired portion of the term of the office which shall be vacant in the manner prescribed in these By-Laws for the regular election or appointment of such office.

7.04 The President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of president of an association or corporation including, but not limited to, the power to appoint committees from among the Members from time to time, as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association.

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Order: 11221122 Page 108 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

7.05 The Vice President. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also assist the President generally and exercise such other powers and perform such other duties as may be prescribed by the Board.

7.06 The Secretary. The Secretary shall prepare and keep the minutes of all proceedings of the Directors and the Members. He shall attend to the giving and serving of all notices to the Members and Directors and other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly executed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association, and as may be required by the Board or the President.

7.07 The Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board for examination at reasonable times. He shall submit a Treasurer's Report to the Board at reasonable intervals and shall perform all other duties incident to the office of treasurer. He shall collect all Assessments and shall report promptly to the Board the status of collections.

7.08 Compensation. The officers of the Association shall not be entitled to compensation unless the Board specifically votes to compensate them. However, neither this provision, nor the provision that Directors will not be compensated unless otherwise determined by the Members, shall preclude the Board from employing a Director or an officer as an employee of the Association and compensating such employee, nor shall they preclude the Association from contracting with a Director for the management of Property subject to the jurisdiction of the Association, or for the provision of services to the Association, and in either such event to pay such Director a reasonable fee for such management or provision of services.

ARTICLE VIII
FINANCES AND ASSESSMENTS

8.01 Adopting of the Budget.

8.01.1 Not less than 30 days prior to the beginning of each fiscal year of the Association, the Board of Directors of the Association shall adopt a budget for such fiscal year which shall reflect the estimated revenues and Common Expenses to be incurred by the Association during the fiscal year and the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges for recreational amenities, whether owned by the Association, the Developer, or another person. The Common Expenses of the Association shall include all expenses of any kind or nature

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Order: 11221122 Page 109 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

whatsoever incurred, or to be incurred, by the Association for the operation of all or a portion of the Property owned and/or operated by the Association, and for the proper operation of the Association itself, including, but not limited to, the expenses of the operation, management, maintenance, insurance, repair, or replacement of the Common Areas; costs of payment, or transference of any legitimate lien or judgment rendered against the Association or any portion of the Property-owned or maintained by the Association, costs of carrying out the powers and duties of the Association; all insurance premiums and expenses, including fire insurance and extended coverage; reasonable reserves for purchases, deferred maintenance, replacements, betterments, and unknown contingencies; and all other expenses designated as Common Expenses by these By-Laws, the Declaration, the Articles, or any other applicable statute or law of the State of Florida. If pursuant to any agreement entered into by the Association, any expense of the Association is to be shared with any person(s), then the annual budget of the Association shall contain a separate classification for such expense(s). In the event the Board fails to adopt an annual budget for any year, the prior year's budget shall remain in effect until a new budget is adopted or the existing budget is amended or revised. The Association shall provide each Member with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the Member. The copy shall be provided to the Member with the time limits set forth in sub-section 5.11 herein.

8.01.2 From time to time during the fiscal year, the Board of Directors may modify the budget for the fiscal year, and pursuant to the revised budget or otherwise the Board of Directors may, upon written notice to the Members, change the amount, frequency and/or due dates of the Assessments for Common Expenses per Lot or Unit. All of the above provisions shall apply to the adoption of an amended budget.

8.02 Assessments and Assessment Roll.

8.02.1 As soon as practicable after the adoption of a budget, or an amended budget, the Board shall fix and determine the amount and frequency of the Members' Assessments for Common Expenses, pursuant to the Declaration, the Articles and these By-Laws. Such Assessments shall be due not more frequently than monthly, and shall each be in an amount no less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. In the event any Assessment for Common Expenses is made payable in equal periodic payments as provided in the notice from the Association, such periodic payments shall automatically continue to be due and payable in the same amount and frequency as indicated in the notice, unless and/or until: (1) the notice specifically provides that the periodic payments will terminate upon the occurrence of a specified event or the payment of a specified amount, or (ii) the Association notifies the Member in writing of a change in the amount and/or frequency of the periodic payments. Notwithstanding the foregoing, in no event shall any Assessment for Common Expenses payable by any member be due less than ten (10) days from the date of the notification of such Assessment for Common Expenses.

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Order: 11221122 Page 110 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

8.02.2 In the event the expenditure of funds is required by the Association in addition to funds produced by the regular Assessments for Common Expenses, the Board of Directors may make special Assessments for Common Expenses, which shall be levied in the same manner as hereinbefore provided for regular Assessments for Common Expenses and shall be payable in the manner determined by the Board of Directors as stated in the notice of any special Assessments for Common Expenses.

8.02.3 The Association shall maintain an Assessment roll for each Member, designating the name and current mailing address of the Member, the amount of each Assessment payable by each Member, the dates and amounts in which the Assessments come due, the amounts paid upon the account of the Member, and the balance due.

8.03 Depositories. The funds of the Association shall be deposited in such banks and depositories as may be determined and approved by appropriate resolutions of the Board from time to time. Funds shall be withdrawn only upon checks and demands for money signed by such officers, Directors or other persons as may be designated by the Board.

8.04 Application of Payments and Commingling of Funds. All sums collected by, or on behalf of, the Association from Assessments may be commingled in a single fund or divided into more than one fund, as determined by the Board.

8.05 Financial Reporting. The Association shall prepare an annual financial report within 60 days after the close of the fiscal year. The Association shall, within the time limits set forth in subsection 5.11 herein, provide each Member with a copy of the annual financial report or a written notice that a copy of the financial report is available upon request at no charge to the member. The financial report must consist of either:

8.05.1 Financial statements presented in conformity with generally accepted accounting principles; or

8.05.2 A financial report of actual receipts and expenditures, cash basis, which report must show:

A. The amount of receipts and expenditures by classification; and

B. The beginning and ending cash balances of the Association.

ARTICLE IX
PARLIAMENTARY RULES

Robert's 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.

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Order: 11221122 Page 111 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

ARTICLE X
AMENDMENTS

Except as otherwise provided, these By-Laws may be amended in the following manner:

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

10.02 Initiation. A resolution to amend these By-Laws may be proposed by any Director, or by one or more of the Members or their authorized representatives.

10.03 Adoption of Amendments.

10.03.1 A resolution for the adoption of the proposed amendment shall be adopted by Members having not less than a majority of the votes of the entire membership of the Association.

10.03.2 Notwithstanding the foregoing, so long as the Developer appoints a majority of the Directors of the Association, the Developer shall have the right to unilaterally amend these By-Laws without the joinder or approval of any Directors or any Member; provided, however, that so long as any Lots in the Property are subject to the Option Agreement by and between the Developer and Acacia, as defined in the Declaration, any amendment shall require the prior written approval of and joinder in the execution of the amendment by Acacia.

10.04 Restrictions on Amendments. No amendment shall make any changes in the qualification for membership nor in the voting rights or property rights of Members without approval by all of the Members and the joinder of all record owners of mortgages upon the Lots or Units. No amendment shall be made that is in conflict with the Declaration, the Articles or these By-Laws. So long as the Developer owns any portion of the Property, or holds any mortgage encumbering any portion of the Property- other than a Unit, no amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the Developer, unless the Developer shall join in the execution of the amendment.

10.05 Execution and Recording. No modification of, or amendment to, these By-Laws shall be valid unless recorded in the public records of the county in which the Property is located.

10.06 Administrative Requirement. Any amendment made by Developer, and any amendment made by the Members prior to the completion of seventy-five percent (75%) of all of the Units which built Association, must be approved by the Federal Housing Administration or by the Veterans Administration if any mortgage encumbering any Lot or Unit is guaranteed or insured

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Order: 11221122 Page 112 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

by either such agency, if such amendment materially and adversely affects the Members. Such approval shall be deemed given if either agency fails to deliver written notice of its disapproval of any amendment to Developer or to the Association within 20 days after a request for such approval is delivered to the agency by certified mail, return receipt requested or equivalent delivery, and such approval shall be conclusively evidenced by a certificate of Developer or the Association that the approval was given or deemed given.

ARTICLE XI
RULES AND REGULATIONS

The Board may, from time to time, adopt, or amend previously adopted, Rules and Regulations concerning the use of the Common Areas and concerning the use, operation and maintenance of other portions of the Property-in order to further implement and carry out the intent of the Declaration, the Articles, and these By-Laws. The Board shall make available to any Member, upon request, a copy of the Rules and Regulations adopted from time to time by the Board.

ARTICLE XII
MISCELLANEOUS

12.01 Tenses and Genders. The use of any gender or of any tense in these By-Laws shall refer to all genders or to all tenses, wherever the context so requires.

12.02 Partial Invalidity. Should any of the provisions hereof be void or become unenforceable at law or in equity, the remaining provisions shall, nevertheless, be and remain in full force and effect.

12.03 Conflicts. In the event of any conflict, any applicable Florida Statute, the Declaration, the Articles, these By-Laws, and the Rules and Regulations of the Association shall govern, in that order.

12.04 Captions. Captions are inserted herein only as a matter of convenience and for reference, and in no way are intended to or shall define, limit or describe the scope of these By-Laws or the intent of any provisions hereof.

12.05 Waiver of Objections. The failure of the Board or any officers of the Association to comply with any terms and provisions of the Declaration, the Articles, or these By-Laws which relate to time limitations shall not, in and of itself, invalidate the act done or performed. Any such defect shall be waived if it is not objected to by a Member of the Association within thirty (30) days after the Member is notified, or becomes aware, of the defect. Furthermore, if such defect occurs at a general or special meeting, the defect shall be waived as to all Members who received notice of the meeting and failed to object to such defect at the meeting.

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Order: 11221122 Page 113 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

EXECUTED on the dates set forth next to the signatures of authorized signatories of the Developer and joined in by the current owner of title to the Property submitted to the Association.

Developer:

TOUSA HOMES, INC.,
a Florida corporation

5-30-06
Date

By: _____
Print Name: David A. Cobb
Title: Division President

Title Holder:

ACACIA CREDIT FUND 9-A, L.L.C.,
a Delaware limited liability company

By: Fund 9-A Management Company ,L.L.C.,
a Delaware limited liability company, its
Managing Member

By: Acacia Capital Corporation,
a California corporation, its
Managing Member

06/05/06
Date

By: _____
PrintName: Steven S Benson
Title: Exec. Vice President

Acknowledged by Reflection Isles Master Association, Inc:

REFLECTION ISLES MASTER
ASSOCIATION, INC.,
a Florida not-for-profit. corporation

5-17-06
Date

By: _____
John J. Coughlin, President

Attest: _____

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Order: 11221122 Page 114 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

Jason DeBello, Secretary

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Order: 11221122 Page 115 of 136 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2006 00270400

EXHIBIT "F"
Urban Stormwater Management Program

URBAN STORMWATER MANAGEMENT PROGRAM
REFLECTION ISLES

1.0 Introduction

This document provides details of the Urban Stormwater Management Program for Reflection Isles in Fort Myers. This plan discusses non-structural controls, intended to improve the quality of stormwater runoff by reducing the generation and accumulation of potential stormwater runoff contaminants at or near the respective sources for each constituent, along with significant structural components of the primary stormwater treatment system. Although many of the methodologies and procedures outlined in this document are general Best Management Practices (BMP's) which can be useful in attenuating pollutants in many types of urbanized settings, the implementation of these practices has been optimized, to the maximum extent possible, to reflect the unique character of Reflection Isles and the surrounding hydrologic features.

Pollution prevention guidelines are provided for the areas of (1) nutrient and pesticide management; (2) street sweeping; (3) solid waste management; (4) operation and maintenance of the stormwater management; and treatment system; (5) construction activities. A discussion of each of these activities is given in the following sections.

2.0 Nutrient and Pesticide Management

Nutrient and pesticide management consists of a series of practices designed to manage the use of fertilizers and pesticides so as to minimize loss of these compounds into stormwater runoff and the resulting water quality impacts on adjacent waterbodies. Implementation of a management plan will also maximize the effectiveness of the nutrients and pesticides that are applied.

Each homeowner must commit themselves to the practice of responsible and careful landscape design and maintenance of each lot to prevent contamination of surface water. The guidelines included in this section are intended to help homeowners make educated environmental choices regarding the maintenance of individual yards within the community. These maintenance and management guidelines are meant to promote an attractive neighborhood that preserves the health of adjacent waterways and environmental features.

2.1 General Requirements

A landscape plan must be developed for each residence. The plan must be comprehensive in nature and follow landscape design guidelines established by the Homeowners Association and must promote revegetation of each lot as quickly as possible.

Commercial applicators of chemical lawn products must register with the Homeowners Association annually and provide a copy of their current occupational license, proof of business liability insurance, and proof of compliance with applicable education and licensing requirements. Individual employees working under the direction of a licensed commercial applicator are exempt from the educational requirements.

Only registered commercial applicators and individual lot owners are permitted to apply chemicals within the property on a private lot. All chemical products must be used in

accordance with the manufacturer's recommendations. The application of any chemical product within five (5) feet of any surface water including but not limited to ponds, lakes, drainage, ditches or canals, is prohibited. The use of any chemical product in a manner that will allow airborne or waterborne entry of such products into surface water is prohibited. This rule shall not apply to the use of chemical agents, by certified lake management specialists, for the control of algae and vegetation within the stormwater lakes and ponds.

2.2 Nutrient Management Program

Management and application of nutrients and fertilizers in Reflection Isles will adhere to the following guidelines:

A. All fertilizers shall be stored in a dry storage area protected from rainfall and ponding.
B. No fertilizers containing in excess of 5% phosphate/ phosphorus (P_2O_5) per guaranteed analysis label (as defined by Chapter: 576 Florida Statutes) shall be applied to turf grass unless justified by a soil test.
C. Fertilizer containing in excess of 5% phosphate/ phosphorus (P_2O_5) per guaranteed analysis label shall not be applied within 5% feet of the edge of water or within 5% feet of a drainage facility.
D. All fertilizer shall be applied such that spreading of fertilizer on all impervious surfaces is minimized.
E. Liquid fertilizers containing in excess of 5% phosphate/ phosphorus (P_2O_5) per guaranteed analysis label shall not be applied through an irrigation system within 10 feet of the edge of water or within 10 feet of a drainage facility.
F. Liquid fertilizers containing in excess of 5% phosphate/ phosphorus (P_2O_5) per guaranteed analysis label shall not be applied through high or medium mist application or directed spray application within 10 feet of the edge of water or within 10 feet of the drainage facility.

2.3 Pest Management Program

Proper maintenance of plants and turf area will minimize the ability of pests to successfully attack landscaping. Several general guidelines follow:

A. Apply fertilizer and water only when needed and in moderate amounts. Excessive amounts of either can cause rapid growth that is attractive to insects and disease.
B. Mow St. Augustine grass to a height of 3-4 inches. If cut shorter, the plants may become stressed and more vulnerable to pest infestation. Each mowing should remove more than one-third of the leaf blade, and those cuttings should remain on the lawn to decompose.
C. It is recommended that the pesticides, fungicides, and herbicides be used only in response to a specific problem and in the manner and amount recommended by the manufacturer to address the specific problem. Broad application of pesticides, fungicides and herbicides as a preventative measure is strongly discouraged.

The use of pesticides, fungicides, or herbicides is limited to products that meet the following criteria.

A. Must be consistent with the USDA-NRCS Soil Rating for the Selecting Pesticides.

B. Must have the minimum potential for leaching into groundwater or loss from runoff.
C. Products must be EPA-approved.
D. The half-life of products used shall not exceed seventy (70) days.

3.0 Street Sweeping

This practice involves sweeping and vacuuming the primary streets to remove dry weather accumulation of pollutants, especially particulate matter, before wash - off of these pollutants can occur during a storm event. This practice reduces the potential for pollution impacts on receiving waterbodies by removing particulate matter and associated chemical constituents. Although street cleaning operations are frequently conducted primarily for aesthetic purposes, the primary objective of the street sweeping program for Reflection Isles is to improve the quality of stormwater runoff generated from impervious traffic areas. Street sweeping activities can be particularly effective during periods of high leaf fall by removing solid leaf material and the associated nutrient loadings from roadside areas where they could easily become transported within storm flow.

Street sweeping operations will be performed in Reflection Isles at a minimum frequency of one event every other month. A licensed vendor using a vacuum - type sweeping device will perform all street sweeping activities. Sweeping activities during each event will include all primary street surfaces. Disposal of the collected solid residual will be the responsibility of the street sweeping vendor.

4.0 Solid Waste Management

In general, solid waste management involves issues related to the management and handling of urban refuse, liter and leaves that will minimize the impact of these constituents as water pollutants.

Maintenance of adequate sanitary facilities for temporarily storing refuse on private premises prior to collection is considered the responsibility of the individual homeowner. Local requirements for refuse collection will be brought to the attention of every homeowner at closing for the sale of property. Information will be distributed as necessary stating specifications for containers, separation of waste issues by type, where to place containers prior to collection, and established collection schedules.

Fallen tree leaves and other vegetation, along with grass clippings, may become direct water pollutants when they are allowed to accumulate in swales and street gutters. All homeowners will receive periodic educational materials that address proper disposal of leaves and other vegetation to minimize water quality impacts.

5.0 Stormwater Management and Treatment System

The stormwater management system for Reflection Isles is designed to maximize the attenuation of stormwater generated pollutants prior to discharge to the off-site wetland systems. Operational details and maintenance requirements of the various system components are given in the following sections.

5.1 Wet Detention Lakes and Lake Interconnect Pipes

The basic element of the stormwater management system consists of a series of interconnected wet detention ponds that provide stormwater treatment through a variety of physical, biological, and chemical processes. A wet detention pond acts similar to a natural lake by temporarily detaining stormwater runoff, allowing opportunity for treatment process to occur, prior to slow controlled discharge of the treated water through the outfall structure. Pollutant removal processes in wet detention systems occur during the quiescent period between storm events. Significant removal processes include gravity setting of particulate matter; biological uptake of nutrients and other ions by aquatic plants, algae and microorganisms; along with natural chemical flocculation and complexation processes.

Maintenance of the wet detention ponds will consist of an annual inspection. During each annual inspection, the following items will be reviewed and corrected as necessary:

A. Inspect the outfall structure and orifices to ensure free-flowing conditions and overall engineering stability of the following system.
B. Review the banks of the lakes and canals to ensure proper side slope stabilization and inspect for signs of excessive seepage that may indicate areas of excessive groundwater flow and possible subsurface channeling.
C. Physically evaluate each of the lakes and canals for evidence of excessive sediment accumulation or erosion.
D. Inspect the planted aquatic vegetation in the littoral zone to ensure that the desired vegetation species, percent coverage, and density are maintained.

At the completion of the inspections, a written inspection report will be prepared listing any deficiencies that needed to be addressed or corrected by the Homeowners Association.

5.2 Stormwater Inlets, Pipes and Culverts

The grates should be unobstructed and the inlet should be clean. Check for any accumulation of sediment, such as garbage bags, or debris in the culverts connecting these inlets. Flushing with a high- pressure hose may clean out some sediment. Any noted blockage (due to a possible obstruction, or broken pipe, etc.) should prompt further investigation. Crushed or corroded culverts should be replaced with new ones of the same size.

5.3 Swales and Grassed Water Storage Areas

These provide for conveyance and/or above-ground (or surface) storage of stormwater. With age, these areas usually fill in with vegetation and sediment. Swales may need to be regarded and/or revegetated. It is a good idea to compare the existing slope and dimensions of the swale with the permitted design plans prior to the removal of excess sediment or regarding. Areas that show erosion should be stabilized with appropriate material such as sod, planting, rock, sand bags, or other synthetic geotextile material.

Regular mowing of grass swales is essential. These areas also improve water quality by catching sediment and assimilating nutrients, and recharge the underground water table. Remove any undesirable exotic vegetation. Culverts underneath driveways should be checked for blockage,

and, if necessary, flushed with a high pressure hose. After a storm, swales may remain wet for an extended period of time. This is normal and the water will recede gradually.

5.4 Ditches or Canals

Fill material, yard waste, clippings and vegetation, sediment, trash, appliances, garbage bags, shopping carts, tires, cars, etc. should be completely removed. Also check to make sure there are no dead trees or any type of obstructions which could block the drainage flow way.

Maintenance cleaning/excavation must be limited to the dame depth, width, and side slppe as approved in the current permit. Making a ditch deeper pr wider may trigger a need for a permit modification. Provisions must also be made to prevent any downstream silting or turbidity (Contact the SFWMD Resource Compliance staff if you are unsure or need clarification.) Be sure to dispose of all removed material properly so it won't affect any other water storage or conveyance system, environmental area, or another owner's property.

5.5 Outfall Structure (also called the Discharged Control Structure or Weir)

The outfall structures should be routinely inspected to determine if any obstructions are present or repairs are needed. Trash or vegetation impeding water flow through the structure should be removed. The structures should have a "baffle" or trash collector to prevent flow blockage and also hold back any floating oils from moving downstream. Elevations and dimensions should be verified annually with all current permit information. Periodic inspections should then be regularly conducted to make sure these structures maintain the proper water levels and the ability to discharge.

5.6 Earthen Embankments (Dikes and Berms)

Check for proper elevations, width and stabilization. Worm down berms - especially if used by all terrain vehicles or equestrian traffic - and rainfall - created washouts should be immediately repaired, compacted and re-vegetated.

6.0 Construction Activities

A Stormwater Pollution Prevention Plan (SWPPP) had been prepared for construction activities to minimize contamination that may be caused by erosion and sedimentation during the construction process. The plan includes provisions related to soil stabilization, structural erosion controls, waste collection disposal, offsite vehicle tracking, spill prevention, maintenance and inspection procedures. A copy of the SWPPP is attached hereto and made a part of hereof.

EXHIBIT "G"
Best Management Practices

EXHIBIT "G"
Best Management Practices
ORDINANCE NO. 3204

EXHIBIT "D"

Environmental Conditions
Palomino Estates

A) General Conditions:

1) Limit Tract Nineteen (19) to single family lots, a minimum of seven thousand eight hundred (7,800) square feet, not to exceed thirty-five (35) feet in height.

2) Limit Tract Twenty (20) to single family lots, a minimum of six thousand (6,000) square feet, not to exceed thirty-five (35) feet in height.

3) Provide a minimum eighty-two (82) foot, average one hundred forty-four (144) foot buffer in the northwest corridor of the project adjacent to the Six-Mile Cypress Slough as shown with cross hatching on the Planned Unit Development (PUD) plan sheet three (3) of nine (9) dated May 17, 2004.

4) Entire buffer to be undisturbed, left in a natural condition except for the removal of exotic plants. Management for wildlife in this buffer zone is encouraged through native plantings on the buffer side of the berm and retention of dead trees (snags).

5) Provide a dimensioned cross section and acreage of the expanded buffer area showing the location of the berm and native plantings prior to preliminary plat approval. One hundred percent (100%) native plantings shall be placed on the preserve side of the berm.

6) Provide a filter marsh in the northern end of Lake Fifteen (15). A dimensioned cross section and acreage of

the filter marsh to be provided prior to preliminary plat approval.

7) Prior to preliminary plat approval, provide detail of the filter marsh planting to include use of a biodegradable filter fabric for stabilization, one hundred percent (100%) native, herbaceous species planted on three (3) foot centers with fifty percent (50%) coverage at time of Certificate of Completion.

8) An additional surface water quality sampling event to be added to the monitoring program attached as Exhibit "C" in May/June after the first significant rainfall. In addition, the detection limits on metals Arsenic, Lead and Copper are reduced to 1ug/l.

9) Prior to preliminary plat approval provide an enlarged detail rendering of the revised recreation areas with drainage treatment labeled.

10) Prior to preliminary plat approval provide a planting plan for dry detention areas with one hundred percent (100%) native species with fifty percent (50%) coverage at Certificate of Completion Plants to be concentrated at inflow and outfall structures.

11) Implement the Gopher Tortoise Management Plan as detailed on plan sheet eight (8) of nine (9) dated May 17, 2004. The developer will obtain a Gopher Tortoise relocation permit from Florida Fish and Wildlife Conservation Commission.

12) Prior to vegetation removal or site work all Gopher Tortoise and/or commensal species found during burrow excavation

must be relocated to existing abandoned burrows or constructed starter burrows in the fenced preserve area.

13) An educational package including the Eastern Indigo snake, Big Cypress Fox Squirrel and Gopher Tortoise must be distributed to all clearing and site work contractors prior to commencement of vegetation clearing or site work. If an Eastern Indigo snake is encountered, construction activity must cease and a biologist contacted to move the snake to the Gopher Tortoise preserve area.

14) Prior to the final inspection of site work for their respective phases, an environmental consultant shall certify to the City that the Wood Stork littoral creation in the southeast corner of the project is constructed in conformance with the Army Corps of Engineers permit drawings, and that the filter marsh in Lake Fifteen (15) has been constructed in conformance with the Typical Planting Section on page seven (7) of nine (9) of the Planned Unit Development plans dated May 17, 2004.

15) No excavated material will be removed from the Palomino Lane/Palomino Estates project site.

16) Due to the amount of fill required for this project, a tree survey will not be required. In lieu of a tree survey a good quality color aerial and Florida Land Use, Land Cover Classification System (FLUCCS) map will be submitted showing areas of impact.

17) Construction of the lakes will conform to the conditions of the Deep Lake Management Guidelines as shown on plan sheet eight (8) of nine (9) dated May 17, 2004.

18) At construction, lake shorelines must be sinuous in configuration to provide increased length and diversity of the littoral zone.

19) All project lake littoral zones must conform to the management plan note on plan sheet eight (8) of nine (9) dated May 17, 2004 and littoral zone cross section and planting detail on plan sheet nine (9) of nine (9) dated May 17, 2004.

20) Littoral plantings must be composed of one hundred percent (100%) native aquatic species appropriate to the location and conditions of the wetland creation/mitigation areas.

21) Littoral plantings must include a minimum of one (1) native shade tree per one hundred (100) feet of shoreline and one (1) plant per linear foot of shoreline as measured at the control elevation.

22) Plants may be installed in clusters around the lake perimeter. Clusters must contain a minimum of twenty-five (25) plants within a fifty (50) square foot area.

23) At least four (4) species must be planted. Minimum required herbaceous plant size is a two (2) inch container referred to as a liner. At least fifty percent (50%) of the trees must be a minimum of ten (10) feet in height, have a two (2) inch caliper, at twelve (12) inches above the ground, and a four (4) foot spread.

24) Shrubs must be, at a minimum, three-gallon size, a minimum of twenty-four (24) inches in height at planting and be spaced eighteen (18) to thirty-six (36) inches on center. Within twelve (12) months of planting they must be

at least thirty-six (36) inches in height and maintained in perpetuity at a height of no less than thirty-six 36 inches.

25) At construction stake out, prior to commencement of vegetation cleaning or site work, every effort will be made to adjust the staking to incorporate native trees, especially any heritage trees into the perimeter berm, borders of lakes, conservation areas and buffers. Prior to final plat approval the words perimeter berms and buffers will be added to the note on the Landscape Plan, sheet nine (9) of nine (9) dated May 17, 2004.

26) At construction, lakes will incorporate an undulating shoreline and provide a vegetated littoral zone per the littoral zone planting details on sheet nine (9) of nine (9) dated May 17, 2004.

27) The Developer will implement the surface water quality monitoring plan agreed to as part of the Settlement Agreement with the Conservancy of Southwest Florida, said plan being attached hereto as Exhibit "C" and incorporated herein by reference.

28) Depending upon the source of groundwater utilized at the project for irrigation purposes, additional water quality monitoring may be required. The developer may utilize either of the following options:

A. The developer presently has a water use permit from the South Florida Water Management District (SFWMD) to utilize groundwater from the Lower Hawthorne aquifer for irrigation purposes. If the developer chooses to utilize groundwater from the Lower Hawthorne aquifer for irrigation purposes,

the developer shall comply with the monitoring plan and requirements proposed by Rand Edelstein Jr. by memo dated May 17, 2004, said plan and requirements being attached hereto as Exhibit "E" and incorporated herein by reference. These monitoring requirements will cease upon mandatory connection to the City's reuse water system and utilization of reuse water for the irrigation needs of the project as set forth in condition 29 below.

B. If approved by the SFWMD (if such approval is required), the developer may utilize potable water on a temporary basis until reuse water is available and connected to the project so as to meet the irrigation needs of the project. In the event potable water is utilized on a temporary basis, the monitoring requirements attached hereto as Exhibit "E" will not apply. The Developer may utilize potable water under this option only until the mandatory connection to reuse occurs in accordance with condition 29 below.

C. If approved by the SFWMD, the developer may utilize water from the surficial and/or sandstone aquifers or from the water management ponds located within the project to meet its irrigation needs on a temporary basis until reuse water is available and connected to the project. The monitoring requirements attached hereto as Exhibit "E" will not apply in the event water from the ponds or the surficial and/or sandstone aquifers is utilized for irrigation purposes. The

Developer may utilize water under this option only until the mandatory connection to reuse occurs in accordance with condition 29 below.

29) Regardless of which option under condition 28 the Developer chooses, the Developer will be required to construct a reuse water line at the time the potable water line is constructed. In the event a reuse line has been constructed from Six Mile Cypress Parkway, across or under the Six Mile Cypress Slough, and through the adjoining Parker Preserve development to the intersection of Penzance and Palomino Roads (or if the imminent construction of said line has been adequately secured), then the Developer will extend the reuse line from its terminus at the Penzance/Palomino intersection to the project. Alternatively, if a reuse line has not been extended from Six Mile Cypress Parkway, through Parker Preserve to the Palomino/Penzance intersection, then the Developer will extend a reuse line from its present terminus on Treeline Avenue, down Treeline to the GSD canal, along the GSD canal, under I-75 to the project. Within 12 months from written notice from the City that reuse water is available, the Developer will utilize reuse water and discontinue use of groundwater and/or potable water for irrigation purposes. The City will reimburse the Developer for any oversizing of the reuse line that the City requires, and will reimburse the Developer for any "extraordinary costs" associated with the reuse line construction (the term "extraordinary costs" being defined in the same manner as contained in that certain Utility Extension Agreement dated

October 10, 2003, by and between the City and Worthington Holdings LLC). The City agrees to reserve reuse capacity in the amount of 350,000 gpd for use by the Palomino Estates project; however, in the event reuse water is not available to the project for any reason on or before ten years from the date of this approval, the City will reimburse the Developer the entire cost of the reuse line construction.

30) Prior to final inspection of site work for each phase, preserve boundary signs will be posted on every other lot line of single-family lots where preserve areas are adjacent to residential lots. For multi-family, signs will be placed at every other building with a maximum spacing of two hundred sixty (260) feet.

31) All preserve and buffer areas will be staked and inspected prior to commencement of site clearing or excavation.

32) Prior to vegetation removal and/or land clearing, all preserves and buffer areas within the development will be protected with staked construction fencing.

33) The developer will provide educational information in sales brochures and at closings for homebuyers to educate prospective residents regarding the sensitive setting of the project next to the Six Mile Cypress Slough. Educational pamphlets will identify the protected wildlife found on the project site, including the Eastern Indigo Snake, Wood Storks, Big Cypress Fox Squirrel and Gopher Tortoise. Pamphlets will also identify native plants and xeriscape techniques for landscaping and explain the invasive nature

of noxious exotic species in the south Florida landscape and control methods.

34) Prior to preliminary plat approval, project lighting will be designed and certified by an electrical engineer to be in conformance with the Lee County Outdoor Lighting Standards (LCLDC) Section 34-625 (Exhibit F), to reduce sky glow and horizontal light scatter.

35) Prior to final plat approval, incorporate the Big Cypress Fox Squirrel Habitat Management Plan as referenced in the South Florida Water Management District (SFWMD) permit Exhibit 28 A-C.

36) Prior to final plat approval, incorporate the Eastern Indigo Snake Management Plan as referenced in the SFWMD permit Exhibit 29 A-C.

37) Incorporate by reference the conditions of the South Florida Water Management District (ERP 36-04507-P; Water Use 36-04507-W and Water Use GP36-04500-W) and the ACOE [SAJ-2002-2401 (IP-TWM)] permits.

38) If blasting is proposed the developer must demonstrate what measures will be used to ameliorate any negative impacts. This must include soil borings, drawings showing the location(s) of the blasting, and any other information deemed necessary to allow analysis of the impact on surficial and sub-surface water resources.

39) Blasting will be allowed only in accordance with the technical standards for blast intensity established in the Lee County Blasting Ordinance in effect at the time of site construction, including maximum peak particle velocity (ppv) limitations. The developer will pay for a

qualified seismographic expert to ensure compliance with the Lee County Blasting Ordinance.

B) Landscaping Requirements:

1) Prior to preliminary plat approval, provide a landscape plan that complies with the following General landscape conditions:

a. Provide one (1) tree per three thousand (3,000) square feet of development area.

b. For single-family lots, provide a minimum of two (2) trees per lot.

c. All buffer plantings will be installed on the residential side of any fence or wall that may be used. Fences or walls must be placed to allow a minimum fifteen (15) foot planting area.

2) Prior to preliminary plat approval, provide a landscape plan that complies with the following internal parking area landscape conditions:

a. Internal landscaping must meet or exceed a total of ten percent (10%)of the total paved parking area and meet the following minimum guidelines.

b. The minimum average dimension of any required internal landscaped area must be ten (10) feet.

c. At a minimum one (1) tree will be planted for every two hundred (200) square feet of required landscaped area. A cluster of three (3) palms can be substituted for one (1) canopy tree.

d. At a minimum one (1) shrub will be planted for every twenty (20) feet of required landscaped area

e. A minimum of a ten (10) foot wide by eighteen (18) foot long curbed landscaped island shall be required for every one hundred (100) linear feet of parking area so that no parking space will be more than one hundred (100) feet from a tree.

f. A minimum five (5) foot landscaped area with one (1) shrub for every twenty (20) square feet shall be required when any parking area abuts any street right-of-way, roadway or street easement.

g. All internal landscaped areas must be covered with grass, groundcover, shrubs or other approved landscaping material and this must be so noted on the landscape plans. Sand, gravel, rock, shell or pavement is not appropriate landscape material.

h. Only organic, non-cypress mulch is permitted

3) Prior to preliminary plat approval, provide a landscape plan that complies with the following minimum buffer requirements:

a) Multi-family to Single Family Residential:

1. Fifteen (15) foot wide buffer with five (5) trees per one hundred (100) linear feet and a double staggered continuous hedge

2. All trees to be a minimum ten (10) feet in height with a two (2) inch caliper (dbh) at four (4) feet above the ground with a four (4) foot spread.

3. Hedges to be a minimum of twenty-four (24) inches above the ground at time of planting

and maintained in perpetuity at a height of no less than thirty-six (36) inches.

b) Recreation to Residential:

1. Fifteen (15) foot wide buffer with five (5) trees per one hundred (100) linear feet and a double staggered continuous hedge

2. All trees to be a minimum ten (10) feet in height with a two (2) inch caliper (dbh) at four (4) feet above the ground with a four (4) foot spread.

3. Hedges to be a minimum of forty-eight (48) inches above the ground at time of planting and maintained in perpetuity at a height of no less than sixty (60) inches.

C) Irrigation Standards:

1) To improve the survivability of required landscaping, cultivated landscape areas must be provided with an automatic irrigation system. All required irrigation systems must be designed to eliminate the application of water to impervious areas, including roads, drives and other vehicle areas. Required irrigation must also be designed to avoid impacts on existing native vegetation.

2) Developments that have required landscaping must be irrigated by the use of an automatic irrigation system with controller set to conserve water. Moisture detection devices must be installed in all automatic sprinkler systems to override the sprinkler activation mechanism during periods of increased rainfall. Where existing irrigation systems are modified requiring the acquisition of a permit, automatic

activation systems and overriding moisture detection devices must be installed.

3) Prior to preliminary plat approval, provide the following irrigation system details on the landscape plans. Include the following minimum standards:

a) Irrigation systems must be designed to eliminate the application of water to impervious areas, including roads, drives and other vehicle areas. Required irrigation must also be designed to avoid impacts on existing native vegetation.

b) Landscaping must be irrigated by the use of an automatic irrigation system with controller set to conserve water. Moisture detection devices must be installed in all automatic sprinkler systems to override the sprinkler activation mechanism during periods of increased rainfall. Where existing irrigation systems are modified requiring the acquisition of a permit, automatic activation systems and overriding moisture detection devices must be installed.

D) Landscape Maintenance

1) Adhere to Best Management Practices (BMP) for the landscape maintenance specifically in the application of herbicides, fertilizer and pesticides to reduce off-site transport of sediment, nutrients, and pesticides through the surface water and ground water by observing and incorporating the following guidelines:

a) Applicators must possess a pest control business license and a certified operators certificate from the

Florida Department of Agriculture and Consumer Services.

b) Application of herbicides, pesticides, fertilizer and irrigation must be conducted by approved methods and at appropriate rates.

c) Use Integrated Pest Management (IPM) to minimize pests and apply chemicals only when appropriate.

2) The use of pesticides, fungicides or herbicides is limited to products that meet the following criteria:

a) Must be consistent with the United States Department of Agriculture-National Cooperative Soil Survey (USDA-NRCS) Soil Rating for Selecting Pesticides.

b) Must have the minimum potential for leaching into groundwater or loss from runoff.

c) Products must be approved by the Environmental Protection Agency (EPA).

d) Applicators must be "Certified Pesticide Applicators".

e) The half-life of products used shall not exceed seventy (70) days.

3) Prior to preliminary plat approval, add the referenced BMP's for landscape maintenance to the plans and homeowners documents.

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PREPARED BY AND RETURN TO:
Robert A. Cooper, Esq.
Hahn Loeser & Parks LLP
2532 East First Street
Fort Myers, Florida 33901
Phone (239) 337-6700

----------SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA----------

AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR REFLECTION ISLES

AND

ASSIGNMENT AND ASSUMPTION OF DEVELOPER'S RIGHTS

REFLECTION ISLES MASTER ASSOCIATION, INC.

THIS AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR REFLECTION ISLES AND ASSIGNMENT AND ASSUMPTION OF DEVELOPER'S RIGHTS (this "**Assignment**") is given effective as of September 25, 2012 (the "**Effective Date**"), by **ACF 9-A REFLECTION ISLES L.L.C.**, a Delaware limited liability company, whose address is 201 East Washington Street, Suite 1760, Phoenix, Arizona 85004-2428 (the "**Assignor**"), and **LENNAR HOMES, LLC**, a Florida limited liability company, whose address is 10481 Ben C Pratt/Six Mile Cypress Parkway, Fort Myers, Florida 33966 (the "**Assignee**").

RECITALS

A. Assignor is currently the "Developer" of Reflection Isles Master Association, Inc., a Florida not-for-profit corporation (the "**Association**"), which Association was created pursuant to that certain Amended and Restated Master Declaration of Covenants and Restrictions for Reflection Isles, recorded on July 10, 2006, as Instrument No. 2006000270400, in the Public Records of Lee County, Florida (as amended, the "**Declaration**"). The Declaration, together with the Articles of Incorporation and Bylaws of the Association, as amended, are collectively referred to herein as the "**Governing Documents**."

B. Assignor and Assignee desire to designate Assignee as a co-Developer under and pursuant to the Governing Documents, on the terms and subject to the conditions set forth in this Agreement.

C. Section 1.8 of the Declaration permits Assignor to designate Assignee as a co-Developer under and pursuant to the Governing Documents.

D. Article XIII, Section 13.5 of the Declaration allows Assignor to make certain unilateral amendments to the Declaration to reflect the co-Developer status of Assignee.

E. By execution of this Assignment and recording of same in the Public Records of Lee County, Florida, and in accordance with the provisions of Sections 1.8 and 13.5 of the Declaration, Assignor intends to designate Assignee as co-Developer under the Declaration and other Governing Documents, as and to the extent specifically set forth in this Assignment.

NOW, THEREFORE, for and in consideration of the sum of TEN ($10.00) DOLLARS and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Recitals. The foregoing Recitals are true and correct and are incorporated herein by this reference. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Governing Documents.

2. Assignment. Pursuant to, and in compliance with, the provisions of Section 1.8 of the Declaration, Assignor does hereby designate Assignee as co-Developer under and pursuant to the Governing Documents, subject to the terms of this Assignment and that certain "Developer's Agreement," of even date herewith by and between Assignor and Assignee (the "**Developer's Agreement**").

3. Acceptance of Assignment and Assumption. Subject to the terms of this Assignment and the Developer's Agreement, Assignee does hereby accept the designation as co-Developer under and pursuant to the Governing Documents, and Assignee hereby accepts and assumes the rights, title, interests, duties, restrictions, benefits, liabilities and obligations as the Developer arising from and after the Effective Date under and pursuant to the Governing Documents. Further, as a material inducement for Assignor to designate Assignee as co-Developer, Assignee shall perform its obligations under, and be bound by the terms of, the Developer's Agreement, including the Lennar Obligations, as defined in the Developer's Agreement.

4. Amendment to Definition of "Developer" in Governing Documents. Section 1.8 of the Declaration is hereby amended to add the following:

"Acacia and Lennar Homes, LLC, a Florida limited liability company ("Lennar Homes") shall be co-Developers; *provided, however*, that at the time Acacia no longer owns a Lot in the Association, Acacia shall immediately cease being a co-Developer and Lennar Homes shall be the sole Developer. As long as Acacia and Lennar Homes are co-Developers, neither Acacia nor Lennar Homes shall have the right to amend or supplement any Governing Document or assign (fully or partially) any of its Developer rights or grant or convey any Developer rights, privileges or exemptions to any party, without the written consent of the other."

5. Warranties and Representations. Assignor warrants and represents to Assignee that (a) Assignor is the Developer under the Governing Documents, (b) no party other than Assignor holds any developer rights under the Governing Documents, and (c) Assignor has made no other assignment of the rights assigned herein, except to the Assignee under this Assignment.

6. Recording. This Assignment shall be recorded in the public records of Lee County, Florida, to give notice of the terms and conditions set forth herein.

7. Binding Obligations; Governing Law; Venue; Waiver of Jury Trial. This Assignment shall be binding upon, and inure to the benefit of, the parties to this Assignment and their respective successors and assigns, and shall be construed in accordance with, and governed by, the laws of the State of Florida, without regard to conflict of law principals. Each of Assignor and Assignee hereby agrees and consents to the jurisdiction of the Courts sitting in Lee County, Florida, and waives any objection based on venue or forum non conveniens with respect to any action instituted, and agrees that any dispute concerning this Assignment or any of the transactions contemplated by this Assignment shall be heard only in the courts described above. Assignor and Assignee each hereby waives any and all right to a jury trial in connection with this Assignment or any of the transactions contemplated by this Assignment.

8. Attorneys' Fees. In the event of any action hereunder to enforce this Assignment, or to recover damages for breach of this Assignment, or any provision hereof, or any matter arising hereunder, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney (in house and outside counsel), paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, in any bankruptcy case or proceeding, before trial, at trial or on appeal.

9. Counterparts. This Assignment may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party hereto, or that the signatures of all persons required to bind any party hereto, appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party hereto, or that the signatures of the persons required to bind any party hereto, appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.

[Signatures on the Following Page]

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the day and year first above written.

Witnesses:

Signature

Gloria Jarabo

Printed Name of Witness

Signature

Stephen A McLaughlin

Printed Name of Witness

ACACIA:

ACF 9-A REFLECTION ISLES L.L.C., a Delaware limited liability company

By: F. Wesley Clelland, III

~~Robert Leopold, Co-CEO~~

F. Wesley Clelland, III

President of Manager

STATE OF ARIZONA
COUNTY OF MARICOPA

The foregoing instrument was acknowledged before me this 21st day of September, 2012, by ~~ROBERT LEOPOLD, Co-CEO~~ F. Wesley Clelland, III of ACF 9-A REFLECTION ISLES L.L.C., a Delaware limited liability company, on behalf of the company. He is (✓) personally known to me or (___) has produced _____ as identification.

AFFIX NOTARY STAMP

OFFICIAL SEAL
CAROLYN F. HOUSE
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm. Expires March 9, 2013

Carolyn F. House

Signature of Notary Public

Carolyn F. House

(Print Notary Name)

My Commission Expires: March 9, 2013

IN WITNESS WHEREOF, Assignee has executed this Assignment as of the day and year first above written.

Witnesses:

Signature

Matt Devenenix

Printed Name of Witness

Signature

Dave J Meyers

Printed Name of Witness

LENNAR:

LENNAR HOMES, LLC, a Florida limited liability company

By: _____

Print Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 29th day of ~~September~~ October, 2012 by DARIN MCMURRAY, the Vice President of LENNAR HOMES, LLC, a Florida limited liability company, on behalf of the company. He is (X) personally known to me or (___) has produced _____ as identification.

AFFIX NOTARY STAMP

GAIL LUCAS
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE165476
Expires 4/27/2016

Signature of Notary Public

(Print Notary Name)

My Commission Expires:_____

382,890,981 v1/WPB/046793.015800

INSTR # 2009000155006, Doc Type ASG, Pages 6, Recorded 06/08/2009 at 10:37 AM, Charlie Green, Lee County Clerk of Circuit Court, Rec. Fee $52.50 Deputy Clerk LFAHRNER

When recorded, return to:

Neil D. Biskind, Esq.
Biskind Hunt, PLC
11201 North Tatum Boulevard, Suite 330
Phoenix, Arizona 85028

ASSIGNMENT OF DEVELOPER RIGHTS UNDER AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS AND RESTRICTIONS FOR REFLECTION ISLES

THIS ASSIGNMENT OF DEVELOPER RIGHTS UNDER AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS AND RESTRICTIONS FOR REFLECTION ISLES (the "**Assignment**") is made as of the 6th day of May, 2009, by ACACIA CREDIT FUND 9-A L.L.C., a Delaware limited liability company ("**Assignor**"), in favor of ACF 9-A REFLECTION ISLES L.L.C., a Delaware limited liability company ("**Assignee**").

RECITALS

A. TOUSA Homes, Inc. ("**TOUSA**"), as Developer, and Assignor recorded that certain Amended and Restated Master Declaration of Covenants and Restrictions for Reflection Isles as Document No. 2006000270400 of the Official Records of Lee County, Florida (the "**Declaration**").

B. The Option Agreement (as defined in the Declaration) has been terminated as evidenced by that certain Notice of Termination of Option recorded as Document No. 2007000379199 of the Official Records of Lee County, Florida. Accordingly, pursuant to Section 1.8 of the Declaration, Assignor has succeeded to TOUSA's rights as the Developer under the Declaration.

C. Concurrently with the execution and delivery hereof, Assignor has conveyed to Assignee certain real property within the Property (as defined in the Declaration) as more particularly described on Exhibit "A" attached hereto.

D. In connection with such conveyance, Assignor agreed to assign to Assignee all of its rights as Developer under the Declaration.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the same meaning set forth for such terms in the Declaration.

Order: 11221122
Doc: FLLEEX:2009 00155006

Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM

2. Assignment. Assignor hereby assigns, transfers and sets over unto Assignee, its respective successors and assigns, all of Assignor's right, title and interest as Developer under the Declaration.

3. Assumption. Assignee hereby accepts the foregoing assignment and agrees to act as the Developer and to assume and be bound by and to pay and perform all obligations of the Developer under the Declaration that arise from and after the date of this Assignment.

4. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, if any.

5. Applicable Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Florida.

[SIGNATURES ON FOLLOWING PAGES]

Order: 11221122
Doc: FLLEEX:2009 00155006
Page 2 of 6
Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
147

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Signature of Witness

LORA R. CAMPBELL
Print Name

Signature of Witness

Angela Hood
Print Name

ASSIGNEE:

ACF 9-A REFLECTION ISLES L.L.C., a Delaware limited liability company

By: Acacia Credit Fund 9-A L.L.C., a Delaware limited liability company

By: Fund 9-A Management Company L.L.C., a Delaware limited liability company, its managing member

By: Acacia Capital Corporation, a California corporation, its managing member

By:
Steven S. Benson
Executive Vice President

Signed, sealed and delivered in the presence of:

Signature of Witness

LORA R. CAMPBELL
Print Name

Signature of Witness

Angela Hood
Print Name

ASSIGNOR:

ACACIA CREDIT FUND 9-A L.L.C., a Delaware limited liability company

By: Fund 9-A Management Company L.L.C., a Delaware limited liability company, its managing member

By: Acacia Capital Corporation, a California corporation, its managing member

By:
Steven S. Benson
Executive Vice President

Acacia\TOUSA\Reflection Isles\SPE Transfer\Assmt of Decl Rts v1 (2)

STATE OF ARIZONA)
) ss.
County of Maricopa)

This instrument was acknowledged before me on May 6, 2009, by Steven S. Benson, the Executive Vice President of Acacia Capital Corporation, the managing member of Fund 9-A Management Company L.L.C., a Delaware limited liability company, the managing member of Acacia Credit Fund 9-A L.L.C., a Delaware limited liability company, the managing member of ACF 9-A REFLECTION ISLES L.L.C., a Delaware limited liability company, for and on behalf thereof.

Teresa D. Hall
Notary Public

My Commission Expires:

1/9/2013

Notary Public State of Arizona
Maricopa County
Teresa G Hall
My Commission Expires
01/09/2013

STATE OF ARIZONA)
) ss.
County of Maricopa)

This instrument was acknowledged before me on May 6, 2009, by Steven S. Benson, the Executive Vice President of Acacia Capital Corporation, the managing member of Fund 9-A Management Company L.L.C., a Delaware limited liability company, the managing member of ACACIA CREDIT FUND 9-A L.L.C., a Delaware limited liability company, for and on behalf thereof.

Teresa D. Hall
Notary Public

My Commission Expires:

1/9/2013

Notary Public State of Arizona
Maricopa County
Teresa G Hall
My Commission Expires
01/09/2013

Order: 11221122
Doc: FLLEEX:2009 00155006

Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM

Exhibit "A"

Order: 11221122
Doc: FLLEEX:2009 00155006

Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM

EXHIBIT "A"

Parcel One ("Phase I")

Lots 84, 85, 86, 87, 88, 89, 90, 91, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 403, REFLECTION ISLES according to the Plat recorded as Instrument Number 2006000195399, of the Public Records of Lee County, Florida.

Parcel Two ("Phase II lots")

Lots 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, REFLECTION ISLES, according to the Plat recorded as Instrument Number 2006000195399, of the Public Records of Lee County, Florida.

Parcel Three ("Tracts")

ROAD RIGHT-OF WAY TRACT A; BUFFER TRACTS B-1, B-2, B-3, B-4, B-5, B-6, B-7; LAKE TRACTS L-l, L-2, L-3, L-4, L-5, L-6, L-7, L-8, L-9, L-10, L-11, L-12, L-13, L-14, L-15; CONSERVATION AREAS C-l, C-2, C-3, C-5; RECREATION TRACTS R-1, R-2; REFLECTION ISLES, according to the Plat recorded as Instrument Number 2006000195399, of the Public Records of Lee County, Florida.

INSTR # 2011000276311, Doc Type RES, Pages 3, Recorded 12/27/2011 at 03:07 PM, Charlie Green, Lee County Clerk of Circuit Court, Rec. Fee $27.00 Deputy Clerk CDOUGLAS

WHEN RECORDED RETURN TO:
Robert A. Cooper, Esq.
Hahn Loeser & Parks LLP
2532 East First Street
Fort Myers, Florida 33901
Phone (239) 337-6700

CERTIFICATE OF AMENDMENT OF THE AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS AND RESTRICTIONS FOR REFLECTION ISLES

THIS AMENDMENT is made this 19th day of December, 2011, by ACF 9-A Reflection Isles L.L.C., a Delaware limited liability company ("Acacia" or the "Developer").

WHEREAS, Acacia is the Developer under the Amended and Restated Master Declaration of Covenants and Restrictions for Reflection Isles, recorded on July 10, 2006, as Instrument No. 2006000270400, of the Public Records of Lee County, Florida, as amended from time to time (the "Master Declaration"); and

WHEREAS, pursuant to Article XIII, Section 13.5, of the Master Declaration, the Developer reserved the right to make unilateral amendments to the Master Declaration;

NOW, THEREFORE, the Developer, pursuant to the aforesaid right, hereby amends the Master Declaration as follows:

Language being added is underlined and language being deleted is ~~struck through~~.

1. Article VI, Section 6.2, is amended to add the following to the end of Section 6.2:

> Notwithstanding anything to the contrary contained in this Master Declaration, but subject to the rights of Developer pursuant to Sections 6.4 and 6.13 of the Master Declaration, any Lot or Unit which does not have a unit or home constructed thereon as evidenced by a Certificate of Occupancy (a "Vacant Lot") shall be responsible for only seventy-five percent (75%) of any assessment assessed to Lots and Units (other than Vacant Lots), which lesser assessment amount reflects that such Vacant Lots will not directly benefit from all maintenance and other services provided by the Association as a Common Expense (by way of example, but not an exhaustive list: landscape services for the Vacant Lot, cable television service, home security services). At such time as a unit or home is constructed on a Vacant Lot as evidenced by a Certificate of Occupancy, then the Vacant Lot shall be deemed a Lot or Unit and shall be responsible for one-hundred percent (100%) of all assessments. The foregoing limitation shall apply to both regular and special assessments.

Order: 11221122 Page 1 of 3 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2011 00276311

2. Article VI, Section 6.11, is amended as follows:

Section 6.11 Subordination of the Lien.

The lien of the assessment provided for in this Article shall be subordinate to real property tax liens, and to the lien of any first mortgage recorded in the Public Records of Lee County, Florida, prior to recordation of a claim of lien, filed by or on behalf of the Master Association, which mortgage encumbers any Lot or Unit and is in favor of any institutional lender or is otherwise insured by FNMA or FHLMC and is now or hereafter placed upon a portion of The Properties subject to assessment.

A lien for assessments shall not be affected by any sale or transfer of a Lot or Unit; provided, however, that where a first mortgagee obtains title to a Lot or Unit by foreclosure or deed in lieu of foreclosure, it shall be liable for assessments in accordance with Section 720.3085, Florida Statutes, as amended from time to time. ~~in the event of a sale or transfer pursuant to a foreclosure of a first mortgage, or a deed in lieu of foreclosure of a first mortgage, the acquirer of title, his successors and assigns, shall not be liable for assessments pertaining to the Lot or Unit or chargeable to the former Owner of the Lot or Unit which became due prior to such sale or transfer.~~ Any such sale or transfer pursuant to a foreclosure or deed in lieu of foreclosure shall not relieve the purchaser or transferee of a Lot or Unit from liability for, nor the Lot or Unit from the lien of, any assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent assessments from the payment thereof, or the enforcement of collection by means other than foreclosure.

The order of priority of liens hereunder shall be: tax liens, first mortgage liens, and liens for Master Association assessments. Any unpaid assessment which cannot be collected as a lien against any Lot or Unit by reason of the provisions of this Section 6.11 shall be deemed to be an assessment divided among, payable by Owners of, and a lien against, all Lots and Units as provided in Section 6.1 of this Article VI, including the Lot or Unit to which the foreclosure (or conveyance in lieu of foreclosure) took place.

[signature page to follow]

IN WITNESS WHEREOF, the Developer, ACF 9-A Reflection Isles L.L.C., a Delaware limited liability company, caused this Certificate of Amendment to be executed on the date first above written.

Witnesses:

Carolyn F. House
Signature

Carolyn F. House
Printed Name of Witness

Signature

Printed Name of Witness

ACF 9-A REFLECTION ISLES L.L.C., a Delaware limited liability company

By: Acacia Credit Fund 9-A L.L.C., a Delaware limited liability company, its sole Member

By: Fund 9-A Management Company L.L.C., a Delaware limited liability company, its Managing Member

By: Acacia Capital Corporation, a California corporation, its Managing Member

By:
Print Name: Stephen A McLaughlin
Title: Senior Vice President

STATE OF Arizona)
COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me this 19th day of December, 2011, by Stephen A. McLaughlin, as Senior Vice President of Acacia Capital Corporation, a California corporation and Managing Member of Fund 9-A Management Company L.L.C., a Delaware limited liability company and as Managing Member of Acacia Credit Fund 9-A L.L.C., a Delaware limited liability company and as sole member of ACF 9-A REFLECTION ISLES L.L.C., a Delaware limited liability company, on behalf of the Company. He is (✓) personally known to me or (___) has produced _____ as identification.

Carolyn F. House
Signature of Notary Public

Carolyn F. House
(Print Notary Name)

AFFIX NOTARY STAMP

OFFICIAL SEAL
CAROLYN F. HOUSE
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm. Expires March 9, 2013

My Commission Expires: March 9, 2013

CERTIFICATE OF AMENDMENT OF THE
AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS AND RESTRICTIONS
FOR REFLECTION ISLES

INSTR # 2012000010621, Doc Type RES, Pages 3, Recorded 01/17/2012 at 03:24 PM, Charlie Green, Lee County Clerk of Circuit Court, Rec. Fee $27.00 Deputy Clerk ELAYDEN

WHEN RECORDED RETURN TO:
Robert A. Cooper, Esq.
Hahn Loeser & Parks LLP
2532 East First Street
Fort Myers, Florida 33901
Phone (239) 337-6700

CERTIFICATE OF AMENDMENT OF THE AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS AND RESTRICTIONS FOR REFLECTION ISLES

THIS AMENDMENT is made this 9TH day of January, 2012, by ACF 9-A Reflection Isles L.L.C., a Delaware limited liability company ("Acacia" or the "Developer").

WHEREAS, Acacia is the Developer under the Amended and Restated Master Declaration of Covenants and Restrictions for Reflection Isles, recorded on July 10, 2006, as Instrument No. 2006000270400, of the Public Records of Lee County, Florida, as amended from time to time (the "Master Declaration"); and

WHEREAS, pursuant to Article XIII, Section 13.5, of the Master Declaration, the Developer reserved the right to make unilateral amendments to the Master Declaration;

NOW, THEREFORE, the Developer, pursuant to the aforesaid right, hereby amends the Master Declaration as follows:

Language being added is underlined and language being deleted is ~~struck through~~.

1. Article VI, Section 6.15, is amended as follows:

Section 6.15 Working Capital Fund. Developer shall establish a working capital fund (the "Working Capital Fund") for the operation of the Master Association~~,~~. The Developer or the Master Association shall require each first Owner, other than Developer or an "Exempt Builder," as hereinafter defined, who purchases a Lot or Unit from Developer or an Exempt Builder to make a contribution to the Master Association at the time of closing of the purchase of said Lot or Unit in an amount equal to two (2) months of the then current annual assessment for each Lot or Unit, which amount shall be deposited in the Working Capital Fund account. ~~which shall be collected by Developer from each Lot or Unit purchaser at the time of conveyance of each Lot or Unit to such purchaser in an amount equal to two (2) months of the annual assessment for each Lot or Unit and paid to the Master Association.~~ Each Lot's or Unit's share of the Working Capital Fund shall be collected and transferred to the Master Association at the time of closing of the first sale of each Lot or Unit. The purpose of this fund is to assure that the Master Association's Board of Directors will have cash available to meet any legitimate Master Association expense, or to acquire additional equipment or services deemed necessary or desirable by the Board of Directors. Amounts paid into the Working Capital

Order: 11221122 Page 1 of 3 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2012 00010621

Fund at the time of conveyance of a Lot or Unit ~~closing~~ are not to be considered advance payment of any assessments under this Article VI, and are not refundable or transferable. Without limiting the generality of Section 6.13 and notwithstanding anything to the contrary contained herein, in the event that during the startup of the Master Association, the Master Association does not have adequate working capital to meet its expenses, Developer may, but is not obligated to, advance funds on behalf of the Master Association, and in such event Developer shall be entitled to be reimbursed by the Master Association from such Working Capital Fund. Any such advance shall be evidenced by a promissory note in favor of Developer executed by the Master Association and which shall remain outstanding until paid in full. For purposes of this paragraph, an "Exempt Builder" shall mean a person or entity who purchases a Vacant Lot from Developer for the purpose of constructing a Unit or a home thereon for sale to a third party. Each Exempt Builder shall be jointly and severally liable with the Owner who purchases a Lot or Unit from said Exempt Builder for the payment of said Lot's or Unit's share of the Working Capital Fund.

[signature page to follow]

Order: 11221122 Page 2 of 3 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2012 00010621

IN WITNESS WHEREOF, the Developer, ACF 9-A Reflection Isles L.L.C., a Delaware limited liability company, caused this Certificate of Amendment to be executed on the date first above written.

Witnesses:

Signature

Printed Name of Witness

Signature

Printed Name of Witness

ACF-10A:

ACF 9-A REFLECTION ISLES L.L.C., a Delaware limited liability company

By: Acacia Credit Fund 9-A L.L.C., a Delaware limited liability company, its sole Member

By: Fund 9-A Management Company L.L.C., a Delaware limited liability company, its Managing Member

By: Acacia Capital Corporation, a California corporation, its Managing Member

By:
Print Name: STEPHEN A McLAUGHLIN
Title: SENIOR VICE PRESIDENT

STATE OF ARIZONA)
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 9 day of January, 2012, by Stephen A. McLaughlin as Senior Vice President of ACACIA CAPITAL CORPORATION, a California corporation, who is personally known to me or produced _____ for identification.

OFFICIAL SEAL
CAROLYN F. HOUSE
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm. Expires March 9, 2013

AFFIX NOTARY SEAL

Signature of Notary Public

Carolyn F. House
(Print Notary Name)

My Commission Expires: March 9, 2013

CERTIFICATE OF AMENDMENT OF THE
AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS AND RESTRICTIONS
FOR REFLECTION ISLES

INSTR # 2016000239327, Doc Type RES, Pages 3, Recorded 11/10/2016 at 12:31 PM, Linda Doggett, Lee County Clerk of Circuit Court, Rec. Fee $27.00 Deputy Clerk ERECORD

This instrument prepared by:
Christopher J. Shields, Esq.
PAVESE LAW FIRM
1833 Hendry Street
Fort Myers, Florida 33901
(239) 334-2195

CERTIFICATE OF AMENDMENT TO THE AMENDED AND RESTATED BYLAWS OF REFLECTION ISLES MASTER ASSOCIATION, INC.

THIS AMENDMENT is made the 4th day of November, 2016 by Lennar Homes, LLC, a Florida limited liability company, hereinafter called the "Developer" to the Amended and Restated Master Declaration of Covenants and Restrictions for Reflection Isles (hereinafter "Declaration").

WHEREAS, the Amended and Restated Bylaws of Reflection Isles Master Association, Inc. are recorded in Instrument Number 200600270400, in the Public Records of Lee County, Florida, (hereinafter the "Bylaws"); and

WHEREAS, pursuant to the Amendment to Amended and Restated Declaration of Covenants and Restrictions for Reflection Isles and Assignment and Assumption of Developer Rights Reflections Isles Master Association, Inc. recorded as Instrument Number 2012000242335, in the Public Records of Lee County, Florida, ACF 9-A Reflection Isles L.L.C., a Delaware limited liability company, assigned certain rights as Developer under the Declaration to Lennar Homes, LLC, a Florida limited liability company ("Lennar") and designated Lennar as co-Developer; and

WHEREAS, pursuant to Section 10.03.2 of the Bylaws, Developer reserved, in its sole discretion, the right to unilaterally amend the Bylaws for any purpose for so long as the Developer appoints a majority of the Directors of the Association; and

WHEREAS, Developer appoints the majority of the Directors of the Association; and

WHEREAS, Developer is desirous of amending the Bylaws.

NOW, THEREFORE, the Developer amends the Bylaws as follows:

(NOTE: New language is shown in double-underlined; language being deleted is shown in ~~strike-through~~ type, otherwise all other provisions remain the same)

1. Section 6.01.2 of the Bylaws shall be amended as follows:

Order: 11221122
Doc: FLLEEX:2016 00239327
Page 1 of 3
Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
158

After the Developer is no longer entitled to appoint any Directors, the number of Directors on the Board shall~~, in the absence of a determination to the contrary by the Members,~~ be increased to ~~three~~five (~~3~~5) Directors. ~~Thereafter, the numbers of the Directors on the Board may be changed at any meeting where the Members are entitled to elect any Directors.~~

2. Section 6.03.3 of the Bylaws shall be amended and deleted in its entirety as follows:

~~Prior to any special or annual meeting at which Directors are to be elected by the Members, the existing Board may nominate a committee, which committee shall nominate one person for each Director to be elected by the Members, on the basis that the number of Directors to serve on the Board will not be altered at the Members' meeting. Nominations for additional directorships created at the meeting may be made from the floor, and any other nominations may be made from the floor.~~ Intentionally omitted.

3. Section 6.03.4 of the Bylaws shall be amended as follows:

~~The election of Directors by the Members shall be by ballot and by a plurality of the votes cast, each Member voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.~~ Directors shall be elected in accordance with the Florida Not-For-Profit Corporation Act, as it may be amended from time to time, and as a homeowners' association pursuant to Chapter 720, Florida Statutes, as same may be amended from time to time (the "Act"), these Bylaws and the election rules, if any, and process established and utilized by the Board of Directors. Not less than sixty (60) days before a scheduled election, the Association shall mail, or deliver, whether by separate Association mailing or included in another Association mailing or delivery including regularly published newsletters, and including electronic transmission for those Members who have so consented, to each Member entitled to vote, a first notice of the date of the election. Any eligible person who nominates himself to be a candidate may do so no later than forty (40) days prior to the annual meeting and may also submit a resume by such deadline on one side of an 8 and ½" x 11" sheet of paper. As Members have been given the opportunity to nominate themselves in advance and prior to the annual meeting where the election will take place, nominations from the floor shall not be accepted. Not less than fourteen (14) days prior to the annual meeting, the Association shall send a Second Notice of Annual Meeting to all Members, along with either an election ballot for the election of Directors, any timely submitted candidates' resumes, a proxy and any other documents in the Board's discretion. The election ballot shall contain the names of all candidates who nominated themselves in a timely manner, listed alphabetically by surname. If a voter checks off the names of more candidates than the number of Directors to be elected, the election ballot shall not be counted for the election. Elections shall be determined by a plurality of the votes cast; a quorum of the Members need not cast a vote for a valid election to occur, so long as at least ten percent (10%) of the eligible Members cast a ballot. The candidates who are elected shall take office upon the adjournment of the annual meeting. The use of secret balloting provided for in Section 720.306(8) of the Act, shall be followed. The Board may require all ballots to be received by the Association at some point prior to the annual meeting so that votes can be tallied prior to the annual meeting and the results announced at the annual meeting. No election shall be necessary if the number of candidates is less than or equal to the number of vacancies. In addition to the

foregoing, to the extent that the Association wishes to provide for and allow Members to vote electronically, Members who have consented to vote electronically shall be permitted to do so as otherwise provided for by Florida Statute Section 720.317 (2016) or as later amended.

4. Section 6.04 of the Bylaws shall be amended as follows:

~~Staggering of Directors and Term of Office. All Directors elected by the Members shall be assigned a number, starting with the number one (1) and continuing consecutively for each Director elected by the Members. Directors assigned an odd number shall be elected at the annual meeting occurring during an odd numbered year, and Directors assign an even number shall be elected at the annual meeting occurred during an even numbered year.~~ All Directors will be elected for a one (1) year term. Directors elected by the Members shall hold office until their successors are duly elected, or until such Director's death, resignation or removal as hereinafter provided or as otherwise provided by statute or by the Articles.

IN WITNESS WHEREOF, we have hereunto affixed our hands and the seal of said corporation, this 9th day of November, 2016.

Witnesses:

Amy Hofschneider
Print name: Amy Hofschneider

Ashley Washington
Print name: Ashley Washington

LENNAR HOMES, LLC,
a Florida Limited Liability Company

By: _____
Printed: Dawn McMurray
Title: Division President

STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was executed before me this 9 day of Nov, 2016, by Dawn McMurray, Vice President (title) of **LENNAR HOMES, LLC,** a Florida Limited Liability Company, on behalf of the company. He/She is personally known to me or did produce _____ as identification.

Deanna J. Craft
Signature of Notary Public

Deanna J. Craft
Print name

Print, Type, or Stamp Commissioned Name of Notary Public (Affix Notarial Seal)

C:\Users\deb\Desktop\CERTIFICATE OF AMENDMENT to Bylaws 11-2-16.wpd

DEANNA J. CRAFT
Commission # FF 030345
Expires July 20, 2017

INSTR # 2016000270349, Doc Type RES, Pages 3, Recorded 12/22/2016 at 04:50 PM, Linda Doggett, Lee County Clerk of Circuit Court, Rec. Fee $27.00 Deputy Clerk ERECORD

This instrument prepared by:
Christopher J. Shields, Esq.
PAVESE LAW FIRM
1833 Hendry Street
Fort Myers, Florida 33901
(239) 334-2195

CERTIFICATE OF AMENDMENT TO THE AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS AND RESTRICTIONS FOR REFLECTION ISLES

THIS AMENDMENT is made the 22 day of December, 2016 by Lennar Homes, LLC, a Florida limited liability company, hereinafter called the "Developer" to the Amended and Restated Master Declaration of Covenants and Restrictions for Reflection Isles (hereinafter "Declaration").

WHEREAS, the Declaration is recorded in Instrument Number 200600270400, in the Public Records of Lee County, Florida; and

WHEREAS, pursuant to the Amendment to Amended and Restated Declaration of Covenants and Restrictions for Reflection Isles and Assignment and Assumption of Developer Rights Reflections Isles Master Association, Inc. recorded as Instrument Number 2012000242335, in the Public Records of Lee County, Florida, ACF 9-A Reflection Isles L.L.C., a Delaware limited liability company, assigned certain rights as Developer under the Declaration to Lennar Homes, LLC, a Florida limited liability company ("Lennar") and designated Lennar as co-Developer; and

WHEREAS, pursuant to Article 13.5 of the Declaration, the Developer reserved, in its sole discretion, the right to unilaterally amend the Declaration for any purpose so long as the Developer holds title to any Lot or Unit affected by the Declaration; and

WHEREAS, Developer holds title to one or more Lots and Units affected by the Declaration; and

WHEREAS, Developer is desirous of amending the Declaration.

NOW, THEREFORE, the Developer amends the Declaration as follows:

(NOTE: New language is shown in double-underlined; language being deleted is shown in ~~strike through~~ type, otherwise all other provisions remain the same)

1. Article IV of the Declaration shall be amended as follows:

Order: 11221122 Page 1 of 3 Requested By: garrison.barolet, Printed: 12/2/2024 4:42 PM
Doc: FLLEEX:2016 00270349

Section 4.1 through Section 4.10 shall remain unchanged

Section 4.11 Construction and Sales. In conjunction with and in addition to any other rights granted herein including, but not limited to, that which is provided within Section 4.1 of this Article IV, Developer (including its designees and contractors) shall have the right to enter any part of the Property including access through the gate and take any action reasonably necessary or convenient for the purpose of completing the construction or sales thereof, and for maintenance purposes and the completion of warranty work, provided such activity does not prevent or unreasonably interfere with the use or enjoyment of the Units or Lots by Owners.

2. Article XI of the Declaration shall be amended as follows:

Section 11.1 through Section 11.3 shall remain unchanged

Section ~~11.8~~ 11.4 Certain Reserved Functions of the Master Association. Notwithstanding anything to the contrary contained in this Declaration, the following powers, rights and duties (and all remedies necessary or convenient to exercise or enforce same) are hereby reserved to the Master Association and/or ARB, as appropriate (unless subsequently waived or delegated in a written instrument expressly intended to have such effect) all such powers, rights and duties described in Sections 8.3, 8.6, 8.11, 8.18, 8.19, 8.21, 8.24, and 8.26 as to Owners and their Lots, Units and activities within the Property (particularly, but without limitation, as to activities within the Common Areas);

As used in this Section, the term Owner shall include any family member, guest, tenant, agent, invitee, licensee, contractor or subcontractor of an Owner.

Section 11.5 Sales Activity. While one or more Lots or Units are for sale in the ordinary course of business, the Developer shall have the right to use those Lots or Units and the Common Areas (including, but not limited to, all recreational facilities) to establish, modify, maintain and utilize, as it and they deem appropriate, model Units, sales offices, or other offices for use in selling or providing warranty services to any part of the Property including temporary trailers or other structures used for sales marketing, or construction purposes. No Owner, Master Association or other association, may interfere with, or do anything detrimental to, the Developer's sales efforts. Without limiting the generality of the foregoing, the Developer and its designees may show model Units or the Common Areas to prospective purchasers or tenants, advertise, erect signs, conduct promotional activities and special events, and take all other action helpful for sales, leases and promotion of Reflection Isles.

Section 11.6 Use of Common Areas. The Developer has the right and authority, as long as that Developer owns any Lot or Unit, to use the Common Areas without charge for a sales office, for promotional activities, and other special events whether private or open to the public, to promote Reflection Isles and to assist in its overall marketing effort.

IN WITNESS WHEREOF, we have hereunto affixed our hands and the seal of said corporation, this 22 day of December, 2016.

Witnesses:

Amy Hatschbreider
Print name: Amy Hatschbreider

Printed:

Tara Cox
Print name: Tara Cox

LENNAR HOMES, LLC,
a Florida Limited Liability Company

By: _____

Title: Vice President

STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was executed before me this 22 day of December, 2016, by Daniel A Morrow, Vice President (title) of **LENNAR HOMES, LLC,** a Florida Limited Liability Company, on behalf of the company. He/She is personally known to me or did produce _____ as identification.

Deanna J. Craft
Signature of Notary Public

Deanna J. Craft
Print, Type, or Stamp Commissioned Name of Notary Public (Affix Notarial Seal)

Print name

DEANNA J. CRAFT
Commission # FF 000846
Expires July 20, 2017
Bonded Thru Troy Fain Insurance 800-385-7019

F:\WPDATA\CJS\LENNAR_66069-139 Reflection Isles\CERTIFICATE OF AMENDMENT to Declaration 12-20-16.docx

Linda Doggett, Lee County Clerk of Circuit Court
INSTR. # 2021000322015, Doc Type RES, Pages 4, Recorded 9/30/2021 at 4:39 PM, Deputy Clerk WSEIBERT ERECORD
Rec Fees: $35.50

PREPARED BY:
DIANE M. SIMONS, ESQ.
ATTORNEY AT LAW
SIMONS LAW GROUP, PLLC
1705 COLONIAL BLVED., SUITE C3
FORT MYERS, FL 33907
Tel: 1-844-800-3649

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED being the President and Secretary for REFLECTION ISLES MASTER ASSOCIATION, INC., a Florida non-profit corporation, does hereby certify that the attached Amendments to the *Amended and Restated Master Declaration of Covenants and Restrictions for Reflection Isles*; and Amendments to the *Articles of Incorporation of Reflection Isles Master Association, Inc.*, were duly approved, adopted and enacted by the affirmative vote of the proper percentage of owners at a meeting called for that purpose held on June 30, 2021, and subsequently reconvened on July 13, 2021, August 4, 2021, August 31, 2021, and September 28, 2021, at which a quorum was present and for which due notice was given. The *Amended and Restated Master Declaration of Covenants and Restrictions for Reflection Isles*; and *Articles of Incorporation of Reflection Isles Master Association, Inc.*, were recorded at Instrument Number 2006000270400 and; *Second Amended and Restated By-Laws of Reflection Isles Master Association, Inc.*, were recorded at Instrument Number 2021000300113, of the Public Records of Lee County, Florida.

Dated this 28th day of September, 2021.

WITNESSES:

(Sign) _____

(Print) FRANK COFFEY

(Sign) _____

(Print) Marilyn G. Olmsted

REFLECTION ISLES MASTER ASSOCIATION, INC.

BY: Mark Waite
Mark Waite, President of the Association

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 28th day of September, 2021 by Mark Waite, as President of Reflection Isles Master Association, Inc., a Florida non-profit corporation, on behalf of said corporation. Said person is personally known to me ~~or has produced~~ _____ ~~as identification~~ and did take an oath.

NOTARY PUBLIC:

_____
STATE OF FLORIDA (SEAL)
My Commission Expires:

MARILYN G. OLMSTED
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG227245
Expires 6/11/2022

WITNESSES:

(Sign) _____

(Print) FRANK COFFEY

(Sign) _____

(Print) Marilyn G Olmsted

REFLECTION ISLES MASTER ASSOCIATION, INC.

BY: _____
James Megede, Secretary of the Association

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 28th day of September 2021 by James Megede, as Secretary of Reflection Isles Master Association, Inc., a Florida non-profit corporation, on behalf of said corporation. Said person is personally known to me ~~or has produced~~ _____ ~~as identification and did take~~ an oath.

NOTARY PUBLIC:
_____
STATE OF FLORIDA (SEAL)
My Commission Expires:

MARILYN G. OLMSTED
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG227245
Expires 6/11/2022

AMENDMENT TO THE AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS AND RESTRICTIONS FOR REFLECTION ISLES

Additions are double underlined
Deletions are ~~struckthrough~~

.....

ARTICLE XIII
GENERAL PROVISIONS

Section 13.5 Amendment. Except as otherwise provided herein or by law ~~In addition to any other manner herein provided for the amendment of~~ this Declaration, the covenants, restrictions, easements, charges and liens of this Declaration may be amended, changed or added to at any time and from time to time if the proposed amendment is approved by at least two-thirds (2/3) of those voting interests who are present and voting, in person or by proxy, at a duly called meeting of the members of the Master Association at which a quorum has been obtained or by written approval of a majority of the total voting interests. ~~(including without limitation, in order to meet any requirements, standards or guidelines of FNMA, FHLMC, GNMA, VA, or FHA as to all or any portion of Refection Isles) upon the execution and recording of any instrument executed by Developer alone, for so long as it holds title to any Lot or Unit affected by this Declaration; or alternatively, by approval at a meeting of Owners holding not less than 66 2/3% of the votes of the membership of the Master Association, provided that so long as Developer is the Owner of any Lot or Unit affected by this Declaration, Developer's consent must be obtained if such amendment, in the sole opinion of Developer, affects its interest. Further, notwithstanding any other provision of this Declaration, so long as Acacia owns any Lot or Unit in the Property, any amendment to this Declaration shall require the prior written approval of Acacia. Any purported amendment without such approval shall be deemed void and of no force and effect.~~

Notwithstanding anything to the contrary contained herein, no amendment shall be effective which alters the rights and privileges of the South Florida Water Management District, without its written consent and joinder. Any amendment proposed to the Governing Documents which would affect the surface water management system shall be submitted to the South Florida Water Management District for a determination of whether the amendment necessitates a modification of the South Florida Water Management District permit.

Remainder of Article XIII remains unchanged.

AMENDMENT TO THE ARTICLES OF INCORPORATION
OF
REFLECTION ISLES MASTER ASSOCIATION, INC.

Additions are double underlined
Deletions are ~~struckthrough~~

.....

ARTICLE VIII
AMENDMENTS AND PRIORITES

Section 8.1 Except as otherwise provided herein or by law, these Articles of Incorporation may be amended at any time if the proposed amendment is approved by at least two-thirds (2/3) of those voting interests who are present and voting, in person or by proxy, at a duly called meeting of the members of the Master Association at which a quorum has been obtained or by written approval of a majority of the total voting interests. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Articles of Incorporation. The certificate shall identify the Book and Page of the Public Records where the Articles of Incorporation are recorded and shall be executed by the President of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Lee County. ~~Amendments to these Articles of Incorporation shall be proposed and approved by the Board of Directors and thereafter submitted to a meeting of the membership of the Master Association for adoption or rejection (by affirmative vote of 99 2/3% of the Members), all in the manner provided in, and in accordance with the notice provisions of, Chapter 617, Florida Statutes.~~

Remainder of Article VIII remains unchanged.

INSTR # 2018000074253, Doc Type RES, Pages 6, Recorded 03/30/2018 at 09:12 AM, Linda Doggett, Lee County Clerk of Circuit Court, Rec. Fee $52.50 Deputy Clerk ERECORD

PREPARED BY:
Diane M. Simons,Esq.
1314 Cape Coral Parkway E.
Suite 209
Cape Coral, FL 33904
844-800-3649

CERTIFICATE OF RECORDING RESOLUTION OF THE BOARD OF DIRECTORS OF REFLECTION ISLES MASTER ASSOCIATION, INC.

Attached hereto as Exhibit 1 is the Resolution of the Board of Directors of Reflection Isles Master Association, Inc., a Florida non-profit corporation. The Resolution was adopted at a meeting of the Board of Directors held on March 22, 2018, for which proper notice was given and at which a quorum was present. The Amended and Restated Master Declaration of Covenants and Restrictions for Reflection Isles, was originally recorded at Instrument Number 2006000270400 of the Public Records of Lee County, Florida.

Dated this 29th day of March, 2018.

WITNESSES:

(Sign) Chris Miller

(Print) Chris Miller

(Sign) M E. B

(Print) Megan E. Bryant

Reflection Isles Master Association, Inc.

BY: D

Diane M. Simons, Agent and Attorney-in-Fact for the Association

STATE OF FLORIDA)
COUNTY OF LEE)

THE FOREGOING INSTRUMENT was acknowledged before me this 29th day of March, 2018, by Diane M. Simons, Agent and Attorney-in-Fact, of Reflection Isles Master Association, Inc., on behalf of the Association, and who is personally known to me.

(Notary Seal)

M E. B

MEGAN E. BRYANT, Notary Public, State of Florida
Commission No.:FF 189255, Exp. Date: March 7, 2019

MEGAN E. BRYANT
MY COMMISSION # FF 189255
EXPIRES: March 7, 2019
Bonded Thru Notary Public Underwriters

REFLECTION ISLES MASTER ASSOCIATION, INC.
RESOLUTION OF THE BOARD OF DIRECTORS
REGARDING STRIKES AND INCIDENTS OF THE COMMUNITY GATES

THAT WHEREAS, the Amended and Restated Master Declaration of Covenants and Restrictions for Reflection Isles as recorded at Instrument Number 2006000270400, of the Public Records of Lee County, Florida, (the "Declaration"), governs this Homeowners Association; and

WHEREAS, the Board of Directors has the authorization pursuant to Sections 6.1 and 6.16 of the Declaration to levy special assessments against particular owners, to the exclusion of other owners; and

WHEREAS, the Board of Directors has a fiduciary duty to protect its members, the Common Area property, and enforce the Declaration; and

WHEREAS, it has come to the attention of the Board of Directors that persons are striking and/or causing incidents with the Association's gates; and

WHEREAS, these strikes and/or incidents are damaging the gates, shortening the life-span of the gates, and the cost of these strikes and incidents have become a burden on the Association and its membership; and

WHEREAS, the Board of Directors recognizes that this special assessment is important to achieving and maintaining property values and a community of congenial responsible residents and guests and to facilitate a safe, quiet, stable and upstanding community; and

WHEREAS, the Board deems it in the best interest of the Association to adopt the following resolution and to strictly enforce proper usage of the Association's gates;

NOW THEREFORE BE IT RESOLVED by the Board of Directors of Reflection Isles Master Association, Inc., as follows:

1. Beginning on March 23, 2018 and thereafter the attached Damage Collection and Special Assessment Procedures for Gate Strikes at Reflection Isles shall be strictly enforced; and
2. The persons who strike and/or cause an incident with the Association's gates shall be assessed a special assessment as stated therein.

ADOPTED by the Board of Directors this 22 day of March, 2018.

BY: Craig Allenbaugh
Vice President of the Association

Exhibit 1

Damage Collection and Special Assessment Procedures for Gate Strikes at Reflection Isles

It has come to the attention of the Board of Directors for Reflection Isles Master Association, Inc., that the security gates are being misused and damaged by Owners when entering/exiting Reflection Isles.[1] In response to these continuing actions the Board of Directors has determined to undertake the following procedures pursuant to the Amended and Restated Master Declaration of Covenants and Restrictions for Reflection Isles, recorded at Instrument Number 2006000270400, in the Public Records of Lee County, Florida, as amended (hereinafter referred to as the "Declaration").

Authority – The security gates are part of the Association's Common Areas as defined in Section 1.5 of the Declaration and, as such, any strike(s) and/or incident(s)[2] of the entrance/exit gates in any manner is a violation of said Declaration and hence subjects the Owner to repay the Association for any associated costs for damages, maintenance, repairs and/or legal fees and subjects the Owner to a special assessment as well.

With regard to actual damage caused to the gates. Section 6.16 provides the Association with the authority to recoup those costs from the Owner as a special assessment.

Specifically, Section 6.16 of the Declaration states the following:

> Owners (on their behalf and on behalf of their tenants, contractors, subcontractors, licensees, invitees, employees, officers, children and guests) causing damage to any portion of the Common Areas as a result of misuse, negligence, failure to maintain or otherwise shall be directly liable to the Master Association and a special assessment may be levied therefor against such Owner or Owners. Such special assessments shall be subject to all of the provisions hereof relating to other assessments, including, but not limited to, the lien and foreclosure procedures.

With regard to any strike(s) and/or incident(s) with the gates, by an Owner, whether or not it causes damage, nominal damage, unquantifiable damage or no damage, Section 6.1 of the Declaration provides the Board of Directors authority recover actual damages but also to assess a special assessment for other charges against specific Lots for misuse of the security gates.

Section 6.1 of the Declaration states in pertinent part the following:

> In addition, special assessments may be levied against particular Owners and Lots or Units for fines, expenses incurred against

---

[1] The term "Owners" includes Owners as defined in Section 1.15 of the Declaration, an owner's family members, children, tenants, guests, invitees, contractors, subcontractors, licensees, employees, officers, and/or vendors.

[2] The terms "strike and/or incident" includes any damaging, striking, bumping, hitting, forced entry/exit of, obstructing, or improper manipulation of the gates.

particular Lots, Units and/or Owners to the exclusion of others and other charges against specific Lots, Units, or Owners as contemplated in this Declaration. The annual and special assessments, together with late charges, interest and costs of collection thereof as hereinafter provide, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made.

Board Action – The Board of Directors will delegate to the Community Association Manager (hereinafter referred to as "CAM") the responsibility of collecting the special assessment from those Owners who are responsible for any and all gate strike(s) and/or incident(s). The Owners(s) will be held responsible for the actions of their family members, children, tenants, guests, invitees, contractors, subcontractors, licensees, employees, officers, and/or vendors entering on behalf of an Owner and it will be the Owner who will be subject to the special assessment per the Declaration.

Management Company Action – The CAM upon being notified by Envera, the company who monitors the security gates, of a gate incident shall contact the gate operator to obtain supporting pictures, videos and vehicle registration data. Once the supporting documentation is reviewed, it will be shared with one or more of the Board of Directors to determine the next course of action. If the vehicle ownership cannot be associated with a Lot Owner, the CAM will make all attempts to locate the violator and address the issue with them directly. If the CAM can associate the violator with a Lot Owner, the Board shall undertake to collect the monies from the Lot Owner for the actual costs of the repairs performed to the gates as a Section 6.16 special assessment or levy a Section 6.1 special assessment, or both.

Section 6.16 Special Assessment and Demand for Payment:

1. If the damage is extensive and requires maintenance and/or repairs beyond the capabilities of the Association's "in-house" Maintenance Team, the CAM will contact the Lee County Sheriff's Office and file a police report. After reporting to the Sheriff, the CAM will pursue all avenues to collect the monies owed for the damages incurred.

2. If the damage can be repaired by the in-house team, and there are extra charges and additional costs involved in making those repairs, the CAM will pursue all avenues to collect the monies owed for the damages incurred.

3. In either event, the CAM will send a certified letter to the Owner which will include a reference to Section 6.16 of the Declaration, the date and time of the incident; a description of the incident as well as any supporting photographs, and the registration and ownership information of the vehicle(s), any cost of repairs and/or the cost of replacement of any damaged Common Area property, and the date when all monies are due.

Section 6.1 Special Assessment:

1. If actual damages have been determined, the Board may also, in addition to the notice of damages above, levy a special assessment as provided below. Additionally, if it is determined by the Board of Directors in their sole discretion that no immediate repairs to the gates are deemed necessary, but the gate has been struck, bumped, hit, obstructed, forced entry/exit achieved or improperly manipulated by an Owner the following shall apply.

2. The CAM will send a certified letter to the Owner which will include a reference to Section 6.1 of the Declaration, the date and time of the incident, a description of the incident as well as any supporting photographs, the registration and ownership information of the vehicle, the amount of the special assessment levied, and the date when the special assessment and all other monies are due.

Special Assessment Amount – The special assessment will be levied in the following amounts:

1. (1st occurrence) $150 dollars;
2. (2nd occurrence) $250 dollars;
3. (3rd and all additional occurrences) $500 dollars.

Due Date – All special assessments levied herein pursuant to Section 6.1 and 6.16 for misuse, damage, cost of repairs, and/or cost of replacement of Common Area property are due within thirty (30) days of the date of the special assessment letter.

Collection Special Assessments levied pursuant to Section 6.1 and 6.16.

1. Should the amounts not be remitted within the specified time period, the amounts owed will become delinquent. The special assessment will be attached to the Owner's Association Account and will accrue interest and late fees as outlined in Section 6.10 of the Declaration for overdue obligations to the Association.

2. In addition to attaching the outstanding special assessment, together with late charges, interest and the cost of collection may be recorded as a lien against the appropriate Lot or Unit. If at any point litigation is required, it shall be coordinated through the Board of Directors for Reflection Isles.

3. Should an Owner be delinquent for more than ninety (90) days in the paying of the special assessment, late fees, and interest fees, the Association may suspend the Owner's rights to access common areas and facilities until the special assessment and any late fees and/or interest are paid in full. This includes, but is not limited to, the Pool/Spa, Clubhouse, Fitness Room, Tennis Courts, Basketball Courts and the use of the resident's lane when entering Association Property, in addition to suspending the Owner's voting rights. Should the Board of Directors suspend the rights of an Owner, the Board of Directors will vote to approve of the suspension at a noticed Board of Directors meeting and if the Board votes to suspend an Owner's rights, the Association shall send notice

of the suspension and Board action to the Owner and if applicable, the parcel's occupant, licensee, or invitee by mail.

4. The Board of Directors reserves the right to seek any and all other remedies available to it under the Governing Documents of Reflection Isles Master Association and local, state, and federal law.

Order: 11221122
Doc: FLLEEX:2018 00074253

Requested By: garrison.barolet, Printed: 12/2/2024 4:45 PM

Linda Doggett, Lee County Clerk of Circuit Court
INSTR. # 2019000143911, Doc Type RES, Pages 6, Recorded 6/19/2019 at 8:56 AM, Deputy Clerk ADOSS ERECORD
Rec Fees: $52.50

RETURN TO:
Diane M. Simons,Esq.
1314 Cape Coral Parkway E.
Suite 209
Cape Coral, FL 33904
844-800-3649

CERTIFICATE OF RECORDING OF RULES AND STANDARDS GOVERNING COMMON ELEMENTS FOR REFLECTION ISLES MASTER ASSOCIATION, INC.

Attached hereto are the Rules and Standards Governing Common Elements for Reflection Isles Master Association, Inc., a Florida non-profit corporation. The Rules and Standards Governing Common Elements were adopted, by the Board of Directors on June 12, 2019, for which proper notice was given. The Amended and Restated Master Declaration of Covenants and Restrictions for Reflection Isles was recorded at Instrument Number 2006000270400, of the Public Records of Lee County, Florida.

Dated this 18th day of June, 2019.

WITNESSES:

(Sign)_____

(Print) John Landreth

(Sign)_____

(Print) Megan Bryant

Reflection Isles Master Association, Inc.

BY:_____
Christopher I. Miller, Agent and Attorney-in-Fact for the Association

STATE OF FLORIDA
COUNTY OF LEE

THE FOREGOING INSTRUMENT was acknowledged before me this 18th day of June, 2019, by Christopher I. Miller, Agent and Attorney-in-Fact, of Reflection Isles Master Association, Inc., on behalf of the Association, and who is personally known to me.

(Notary Seal)

Notary Public State of Florida
Megan E Bryant
My Commission GG 299932
Expires 03/07/2023

_____
MEGAN E. BRYANT, Notary Public, State of Florida
Commission No.:GG 299932, Exp. Date: March 7, 2023

Reflection Isles

Rules and Standards Governing Common Elements

Adopted on May 31, 2017 and Amended on October 25, 2017, and June 12, 2019

The Reflection Isles Board of Directors is pleased to present the following rules and standards governing the common elements of our community. While some rules are necessary and even desirable to some degree, the success of any community lies in the way that neighbors respect and treat their neighbors. We are confident that the vast majority of our residents will continue to take care of their property and maintain consideration for others that have chosen Reflection Isles to be our home. Only residents and bona fide guests may use the common facilities. A bona fide guest must be accompanied by the hosting resident. All residents and bona fide guests are encouraged to report any violation of these Rules and Standards they observe to the association Manager, including date, time, description of the violation, names of all involved or witnesses, and photos or video if possible. If property damage or injury is involved, they should be reported immediately to FMPD.

Please note that the common areas of Reflection Isles are for the use and enjoyment of our residents and their bona fide guests. While we recognize that on occasion an outside instructor or trainer (who has provided the proper insurance papers to the association manager) may be used, those sessions should be provided at times that do not interfere with the ability of other residents to use the pool, clubhouse, tennis courts, or other common areas of the community. Said instructors/trainers should not be providing instruction or training to non-residents on Reflection Isles property. Please see association manager for clarification if needed.

The Association is under no duty to protect against, and does not warrant against any death, injury or damage to the residents or residents property as a result of their use of the clubhouse or any common area of the property for any reason.

While the rules governing the common areas are somewhat narrow and specific, it is important to note that there are many other rules that are contained in our Master Deed and By-Laws that every owner by virtue of their signing an agreement when purchasing a home in Reflection Isles have agreed to abide by. Our community manager can provide a copy of those documents if you have misplaced yours, or you can simply check for them on the community website, www.reflectionisleshoa.com

It is important to note that the property owner of record may be held accountable for any fines and/or legal action that results from the actions of their tenants and/or guests that violate the rules and standards of our community.

These rules and standards are subject to review and change at any time by the board of directors of Reflection Isles.

CLUBHOUSE

- The clubhouse Recreation Room is open 8AM to 10PM to residents who hold a valid access card. Community sponsored social events may request extended hours through the Association Manager.
- Any entry to the Clubhouse made by forcible entry via a secured door/window or entry without the use of a key fob provided by the association is strictly prohibited regardless of the hour of entry and shall be subject to an immediate fine of $100, per Article IX of our Master Declaration.
- Children under the age of 16 must be accompanied and supervised by an adult.
- Proper attire is to be worn at all times. Wet bathing suits are not allowed.
- Residents using the clubhouse are responsible for leaving it clean after their use.
- The clubhouse cannot be used to conduct commercial business activity.
- Catering, personal training, and instruction by non-resident vendors is allowed with the consent of the property manager. A copy of their general liability policy naming the Reflection Isles HOA as an additional insured must be provided.
- No animals (except certified service animals) are permitted in the clubhouse.
- The clubhouse is available to rent for owners parties. Please see the association manager for details.

FITNESS CENTER

- The fitness center is open 24/7 to residents who hold a valid access card.
- Residents and guests use the exercise room at their own risk. The association assumes no liability for injury sustained by using this facility.
- Children under the age of 16 must be accompanied and supervised by an adult or authorized resident 18 or older.
- Proper attire is required at all times. Rubber soled tennis shoes must be worn.
- Equipment must be wiped with sanitary wipes provided as a consideration for the next person to use it.
- Any entry to the Fitness Center made by forcible entry via a secured door/window or entry without the use of a key fob provided by the association is strictly prohibited regardless of the hour of entry and shall be subject to an immediate fine of $100, per Article IX of our Master Declaration

POOL AREA

- Pool hours: Dawn to Dusk – No entry after dusk.
- Residents and guests use the pool and pool area at your own risk, there is no lifeguard on duty.
- All resident children under the age of 16 must be accompanied by an adult or authorized resident 18 or older.
- Shower before entering the pool.
- No food, drink, glass are allowed in the pool or on the pool wet deck, which is herein defined as a four (4) foot-wide perimeter around the outside of the pool water perimeter.
- All food and/or drink (in plastic containers) must be disposed of in one of the trash receptacles.

- No running or rough playing on the pool deck, or in the pool.
- Any entry into the pool area not made through a gate installed and maintained by the association shall be strictly prohibited. This shall include, but is not limited to, climbing over the fence or entry through gates by using force without the use of a key fob provided by the association is strictly prohibited regardless of the hour of entry, and shall be subject to an immediate fine of $100 per Article IX of the Master Declaration.
- No animals are allowed in the pool or pool area. If residents intend to bring a service animal into the pool area, they must first provide a copy of the service animals documentation to the Association Manager. Residents with service animals not complying with this requirement will be required to leave the area until they are in compliance. Under no circumstances will any animals be allowed in the water.

SPA AREA

- Spa Hours: Dawn to Dusk.
- Residents and guests use the spa at their own risk, there is no lifeguard on duty.
- Shower before entering.
- No food, drink, glass in spa or on spa deck, which is herein defined as a distance of a four (4) foot-wide perimeter around the outside of the pool water perimeter.
- Spa capacity: 5 persons.
- Pregnant women, small children, people with health problems and people using alcohol, narcotics or other drugs that cause drowsiness should not use spa without first consulting a doctor.
- You must be 10 years or older to be in the spa, children under 16 must have adult supervision.
- Maximum water temperature: 104 degrees Fahrenheit.
- For safety, maximum use time: 15 minutes.
- No animals are allowed in the spa or spa area. If residents intend to bring a service animal into the spa area, they must first provide a copy of the service animals documentation to the Association Manager. Residents with service animals not complying with this requirement will be required to leave the area until they are in compliance. Under no circumstances will any animals be allowed in the water.

BASKETBALL COURT

- The basketball court is open from dawn until dusk. No entry after dusk.
- Use of any form of artificial light to play at night is strictly prohibited.
- Use of the basketball court is at your own risk.
- No rollerblading, skateboarding, bicycling, or scooters are allowed on the asphalt surface.
- The basketball surface is to be used for people playing basketball. No other use is allowed without prior permission for the association manager.

CHILDRENS PLAY AREA

- The play area is open from dawn until dusk. No entry after dusk.
- Residents use the area at your own risk.
- No animals are allowed in the play area.

TENNIS COURTS

- The tennis courts are open from dawn to dusk. No entry after dusk.
- Use of any form of artificial light to play at night is strictly prohibited.
- Use of the tennis courts are at your own risk.
- No rollerblading, skateboarding, bicycling, or scooters are allowed on the asphalt surface.
- Use of the tennis court surfaces for anything other than the game of tennis is prohibited without the prior permission of the association manager.
- Please be considerate of others that would like to use the courts and keep play to one hour maximum when others are waiting.

COMMUNITY LAKES and COMMON AREAS

- The Association is under no duty to protect against, and does not in any manner warrant against any death, injury or damage caused by wildlife in/on lakes or Common Areas.
- For resident's safety, no wading, swimming, boating or other water sports are permitted in community lakes.
- Residents may fish at their own risk. Florida fresh water fishing regulations regarding licenses apply. Catch and release is the policy in all association lakes.
- Fishing is allowed from common property that is adjacent to the lakes. Private property rights of all homeowners owning property bordering the lakes must be respected. Questions regarding where fishing is allowed should be directed to the property manager.

COMMUNITY PARKING

- No vehicle may park within fifteen (15) ft. of a fire hydrant. Any vehicle found to be in violation of this rule is subject to be immediately towed at the expense of the owner.
- No vehicle may obstruct the visibility of a street intersection or Common Area intersection, nor block any resident's mailbox.
- Parking on the street is only permitted from 6AM to midnight, and is only allowed on the side of the street without a sidewalk. Keeping the streets open for emergency vehicles is paramount to the safety of our community.
- No Parking is allowed on the Common Areas, on the grass, over the curb at any time, or extend into the street at any time.
- Parking in any manner which blocks access to/from another home is strictly prohibited.
- Parking in the Club House parking lot and the designated tennis court parking spaces on an overnight basis is allowed. If the vehicle is to be parked for more than one (1) night, a parking

permit issued by the property manager is required. Permits are available during normal business hours. The maximum length of time that any vehicle may be parked in the club house lot or in the designated tennis court spaces with a permit is one week.

- Parking must be in the direction of traffic.
- No vehicle is allowed to obstruct clear passage for pedestrians on the community sidewalks.

All vehicles parked in violation of these or other restrictions contained herein or in the rules and regulations now or hereafter adopted may be towed by the Master Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of (24) hours from the time a notice of violation is placed on the vehicle.

The Master Association shall not be liable to the owner of such vehicle for trespass, conversion, or otherwise , nor guilty of any criminal act, by reason of such towing; and once notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean campers, mobile homes and trailers. An affidavit of the person posting the aforesaid notice stating that it was properly posted shall be conclusive and irrefutable evidence of proper posting.

Per Article IX of the Master Declaration of Reflection Isles, failure to comply with any such rules and standards as listed above shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief or any combination thereof. The Master Association shall also have the right to suspend rights to use Common Areas. The offending party shall be responsible for all costs of enforcement, including attorneys' fees actually incurred and court costs, through and including the appellate level. In addition to the above, the Master Association may impose a fine of One Hundred Dollars ($100.00) per day, not to exceed One Thousand Dollars ($1000.00), or any other amounts as allowable by law.

INSTR # 2005000046532, Doc Type DOC, Pages 87, Recorded 09/29/2005 at 02:13 PM, Charlie Green, Lee County Clerk of Circuit Court, Rec. Fee $741.00 Deputy Clerk MJROBINSON

This Instrument was prepared by:

E. Austin White, Esquire
Becker & Poliakoff, P.A.
4501 Tamiami Trail North, Suite 214
Naples, Florida 34103

MASTER DECLARATION

OF

COVENANTS AND RESTRICTIONS

FOR

REFLECTION ISLES

THIS MASTER DECLARATION OF COVENANTS AND RESTRICTIONS FOR REFLECTION ISLES (the "Master Declaration"), made this _____ day of _____, 2005, by ACACIA CREDIT FUND 9-A L.L.C., a Delaware limited liability company, hereinafter referred to as "Acacia," and by TOUSA Homes, Inc., a Florida corporation, hereinafter referred to as "TOUSA."

W I T N E S S E T H:

WHEREAS, TOUSA intends to purchase and develop Reflection Isles, a planned residential community as hereinafter defined, and in connection therewith, TOUSA and Acacia desire to impose the restrictions and protective covenants as set forth in this Master Declaration upon Reflection Isles, hereinafter defined as "The Properties," described in Exhibit "A," all as more specifically hereinafter set forth; and

WHEREAS, Acacia is the owner of The Properties, and TOUSA has the right to purchase The Properties from Acacia pursuant to that certain Option Agreement dated July 21, 2004 (the "Option Agreement"), entered into by and between Acacia, as Optionor, and TOUSA, as Optionee, as evidenced by that certain Memorandum of Option recorded in Official Records Book 4376, Page 359, of the Public Records of Lee County, Florida; and

WHEREAS, The Properties are hereby subjected to the restrictions and protective covenants hereinafter set forth, each and all of which are for the benefit of such property and for each

Order: 11221122 Page 1 of 87 Requested By: garrison.barolet, Printed: 12/2/2024 4:43 PM
Doc: FLLEEX:2005 00046532

present and future owner, and such restrictions and protective covenants shall apply to and bind every present and future owner of The Properties and their heirs, successors and assigns.

NOW, THEREFORE, Acacia and TOUSA hereby declare, subject to prior easements, restrictions, reservations and limitations of record, that The Properties described in Exhibit "A" are and shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth (sometimes referred to as "Covenants and Restrictions"):

ARTICLE I
DEFINITIONS

The following words when used in this Master Declaration (unless the context shall prohibit) shall have the following meanings:

Section 1.1 "Acacia" shall mean and refer to Acacia Credit Fund 9-A L.L.C., a Delaware limited liability company.

Section 1.2 "Architectural Review Board" or "ARB" shall mean and refer to the board being the entity responsible for the enforcement of development review and architectural control as more particularly set forth in Article X of this Master Declaration.

Section 1.3 "Articles" shall mean and refer to the Articles of Incorporation of the Master Association as filed with the Secretary of State of Florida, as amended from time to time.

Section 1.4 "By-Laws" shall mean and refer to the By-Laws of the Master Association, as amended from time to time.

Section 1.5 "Common Areas" shall mean all property located within Reflection Isles (as hereinafter defined) which is designed and intended for the common, non-exclusive use of the Owners (also as hereinafter defined), including but not limited to those areas designated as Common Areas and recreation area(s) on the Plat of Reflection Isles, according to the Plat thereof, recorded or to be recorded in the Public Records of Lee County, Florida; together with, if applicable and to the extent provided herein, all private roadways, Mitigation and Preserve Areas, any structural berms which provide for the buffering of the Mitigation and Preserve Areas, entry features, signs erected by Developer to identify Reflection Isles, the main gate house, the gate facilities, any and all drainage, retention areas and facilities, and any special design or landscaping features as long as the aforesaid items abut the aforesaid property even if lying outside of the boundaries of Reflection Isles (such as landscaping and median strips) and such similar items or property which may hereafter be added by Supplement to the Master Declaration regardless of whether any such items are capable of being legally described or lie within dedicated areas or abut The Properties (as hereinafter defined); together with the landscaping and any improvements thereon, including, without limitation, all structures, recreational facilities, open space, off-street parking areas, sidewalks, street lights, entrance

Order: 11221122 Page 2 of 87 Requested By: garrison.barolet, Printed: 12/2/2024 4:43 PM
Doc: FLLEEX:2005 00046532

features, and any boundary wall or other visual screen now or hereafter constructed along the perimeter of Reflection Isles, but excluding any public utility installations thereon, all portions of any Community Systems (as defined below) not made Common Areas pursuant to Article IV, Section 4.7 hereof, and any other property of Developer not intended to be made Common Areas; provided, however, that certain portions of same are specifically made common elements of a Condominium Association. Developer shall have the right, subject to obtaining all required governmental approvals and permits, to construct on the Common Areas such facilities as Developer deems appropriate. The timing and phasing of all such construction shall be solely within the discretion of Developer.

Developer will endeavor to specifically identify (by recorded legal description, signage, physical boundaries, site plans or other means) the Common Areas of Reflection Isles, but such identification shall not be required in order for a portion of Reflection Isles to be a Common Area hereunder. Without limiting the generality of Section 1.23 of this Article I, in the event that Developer determines that a particular portion of Reflection Isles is or is not a Common Area hereunder (in the manner provided in said Section 1.23), such determination shall be binding and conclusive.

It is specifically contemplated that the Common Areas may change from time to time in connection with changes in development plans and other factors not now known (including, without limitation, by increase, decrease or transfer to a Condominium Association). Accordingly, reference in this Master Declaration to the Common Areas shall be deemed to refer to same as they may exist as of the relevant time.

Section 1.6 "Community Systems" shall mean and refer to any and all cable television, telecommunication, security, alarm, irrigation, irrigation wells, sprinkler or other lines, pipes, conduits, wires, amplifiers, towers, antennae, equipment, materials, installations and fixtures (including those based on, containing or serving future technological advances not now known) installed by Developer or pursuant to any grant of easement or authority by Developer within The Properties and serving more than one Lot/Unit.

Section 1.7 "Condominium Association" shall mean and refer to any condominium association governed by Chapter 718, Florida Statutes, now or hereafter created to administer a specific portion(s) of Reflection Isles pursuant to a declaration of condominium affecting such portion(s).

Section 1.8 "Declaration" or "Master Declaration" shall mean and refer to this Master Declaration of Covenants and Restrictions for Reflection Isles.

Section 1.9 "Developer" shall mean and refer to TOUSA, its successors and such of its assigns as to which the rights of Developer hereunder are specifically assigned in accordance with the provisions hereof. Developer may assign all or a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of Reflection Isles, only pursuant to a written assignment executed by Developer expressly assigning such rights, and recorded in

Order: 11221122 Page 3 of 87 Requested By: garrison.barolet, Printed: 12/2/2024 4:43 PM
Doc: FLLEEX:2005 00046532

the Public Records of Lee County, Florida. In the event of such a partial assignment, the assignee shall not be deemed Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis. So long as the Option Agreement remains in effect, any assignment of Developer's rights under this Master Declaration shall require the prior written consent of Acacia. Any purported assignment without such consent shall be deemed void and of no force and effect. Notwithstanding the foregoing, in the event the Option Agreement is terminated prior to the purchase by TOUSA from Acacia of all the Lots, Acacia shall automatically become the Developer under this Master Declaration, in which event all references to Developer shall thereafter mean and refer only to Acacia or its successors or assigns, and after which event TOUSA (or its successors or assigns) shall no longer be Developer under this Master Declaration; provided however, that Acacia shall not be liable to any Member or any other person for any act or omission of the Developer including, without limitation, Developer's failure to pay any amounts owing or to be paid or reserved for hereunder or as may otherwise be required by statute or at law or to perform any act or obligation required to be performed by Developer hereunder or as otherwise required by statute or law, arising prior to the date Acacia succeeds to Developer's rights hereunder; and Acacia shall assume the obligations under this Master Declaration only for matters and obligations arising or to be performed from and after the date Acacia succeeds to Developer's rights hereunder; and Acacia is hereby released and discharged from any and all obligations under this Master Declaration accruing prior to the date Acacia succeeds to Developer's rights hereunder.

Section 1.10 "Lot" and "Residential Lot" shall mean and refer to any lot or tract, which is not a Common Area, on the plat of Reflection Isles, which plat is designated by Developer (and Acacia, so long as the Option Agreement is in effect) hereby or by any other recorded instrument to be subject to these covenants and restrictions, any such lot or tract shown upon any resubdivision of any such plat, and any other property hereafter declared a Lot by Developer (and Acacia, so long as the Option Agreement is in effect) and thereby made subject to this Master Declaration. In no event, however, shall any portion of a Community System be deemed part of a Lot unless and until same is made such pursuant to Article IV, Section 4.7 hereof. Each Lot hereunder shall be a "Residential Lot".

Section 1.11 "Master Development Plan" shall mean and refer to that certain Plan for Development of Reflection Isles as set forth in Article II of this Master Declaration, as may be amended from time to time in the sole and absolute discretion of Developer (and Acacia, so long as the Option Agreement is in effect).

Section 1.12 "Master Association" shall mean and refer to Reflection Isles Master Association, Inc., a Florida corporation not for profit, being the entity responsible for the administration and enforcement of, and performance of certain duties under, this Master Declaration.

Section 1.13 "Member" shall mean and refer to each Owner of a Lot or Unit who holds title to property which is subject to the terms and provisions of this Master Declaration.

Order: 11221122 Page 4 of 87 Requested By: garrison.barolet, Printed: 12/2/2024 4:43 PM
Doc: FLLEEX:2005 00046532

Section 1.14 "Mitigation and Preserve Areas" shall mean the on-site mitigation and preserve areas as set forth in the U.S. Army Corps of Engineers Permit No. SAJ-2002-2401 (IP-TWM) and the South Florida Water Management District Permit No. 36-04507-P for the development of The Properties. The Mitigation and Preserve Areas are depicted on Exhibit "B" of this Master Declaration.

Section 1.15 "Option Agreement" shall mean and refer to that certain Option Agreement dated July 21, 2004, entered into by and between Acacia, as Optionor, and TOUSA, as Optionee, as evidenced by the certain Memorandum of Option recorded in Official Records Book 4376, Page 359, of the Public Records of Lee County, Florida.

Section 1.16 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Unit situated upon The Properties.

Section 1.17 "Plat of Reflection Isles" shall mean and refer to that certain Plat of Reflection Isles, as recorded or to be recorded in the Public Records of Lee County, Florida, as same may be amended and replatted from time to time.

Section 1.18 "Reflection Isles" and "The Properties" shall mean and refer to all that certain real property currently subject to this Master Declaration, and all additions thereto as are hereafter made subject to this Master Declaration, except such as are withdrawn from the provisions hereof in accordance with the procedures set forth in this Master Declaration.

Section 1.19 "Supplement" shall mean and refer to a document, and the exhibits attached thereto, executed by Developer and recorded in the Public Records whereby additional property shall be submitted to this Master Declaration, pursuant to Section 2.3 of Article II.

Section 1.20 "Surface Water Management System" shall mean and refer to a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, Florida Administrative Code, as amended from time to time.

Section 1.21 "Unit" shall mean and refer to any unit constructed on a Lot upon which a Certificate of Occupancy has been obtained or any unit planned to be constructed on a Lot (whether separately owned or rented by the Owner of such Lot and whether such unit is located in a single-family, condominium or multi-family building), which land is designated by Developer (and Acacia, so long as the Option Agreement is in effect) by recorded instrument to be subject to this Master Declaration. Notwithstanding any of the foregoing, no portion of any Community System shall be deemed to be part of a Unit unless and until same is made such pursuant to Article IV, Section 4.7 hereof, if at all.

Order: 11221122 Page 5 of 87 Requested By: garrison.barolet, Printed: 12/2/2024 4:43 PM
Doc: FLLEEX:2005 00046532

Section 1.22 "Villa Parcels" shall mean and refer to Lots 24 through 39, inclusive, Block _____, Lots 92 through 101, inclusive, Block _____, Lots 262 through 279, inclusive, Block _____, Lots 404 through 449, inclusive, Block _____, and Lots 518 through 547, inclusive, Block _____, all of the Plat of Reflection Isles, recorded in Plat Book _____, Page _____, of the Public Records of Lee County, Florida.

Section 1.23 Interpretation and Flexibility. In the event of any ambiguity or question as to whether any person, entity, property or improvement falls within any of the definitions set forth in this Article I, the determination made by Developer in such regard (as evidenced by a recorded Supplement to this Master Declaration stating same) shall be binding and conclusive. Moreover, Developer (and Acacia, so long as the Option Agreement is in effect) may, also by way of a Supplement to this Master Declaration, alter or amend the application of any portion of this Master Declaration as to any specified portion(s) of Reflection Isles in order to reflect any unique characteristics thereof; provided that such altered or amended application may not go so far as to be unequivocally contrary to the overall, uniform scheme of development for Reflection Isles contemplated in this Master Declaration.

All references in this instrument to recording data refer to the Public Records of Lee County, Florida (the "Public Records").

ARTICLE II
PLAN FOR DEVELOPMENT OF REFLECTION ISLES

Section 2.1 Legal Description. The Properties shall be held, transferred, sold, conveyed and occupied subject to this Master Declaration is located in Lee County, Florida, and is more particularly described in Exhibit "A" attached hereto and shall constitute Reflection Isles.

Section 2.2 General Plan for Development. Developer presently plans to develop The Properties as a planned residential development which includes single family homes, villa homes and condominiums. Developer desires to foster the development of Reflection Isles as a residential community, sharing and benefiting from certain amenities, values and facilities, which include the Common Areas. The Master Association has been formed to maintain and operate the Common Areas for the benefit of the Members and Owners and for other purposes as more particularly described in this Master Declaration.

Section 2.3 Additional Property. Developer shall have the right and power, but neither the duty nor obligation, in its sole and absolute discretion (subject to the provisions of this Section 2.3), and by its sole act, to add property to this Master Declaration, by the execution and recording in the Public Records of a Supplement. So long as the Option Agreement is in effect, any such Supplement to the Master Declaration provided for herein shall also require the prior written consent of Acacia, and any such Supplement recorded without Acacia's consent shall be deemed null and void and of no force and effect.

Order: 11221122 Page 6 of 87 Requested By: garrison.barolet, Printed: 12/2/2024 4:43 PM
Doc: FLLEEX:2005 00046532

Section 2.4 Withdrawal. For a period of ten (10) years from the date of recordation of this Master Declaration, the Developer shall be entitled to withdraw any portion of The Properties from the provisions and applicability of this Master Declaration and the Articles and By-Laws attached hereto, by recording a notice thereof in the Public Records; provided, however, that this right of Developer to withdraw shall not apply to any portions of The Properties which have been conveyed by Developer unless the transferee of such conveyance agrees to such withdrawal. The withdrawal of any portion of The Properties as hereinabove stated shall not require the consent or joinder of any other party (subject to the provisions of this Section 2.4), including any Member, the Master Association, or any mortgagee thereof. Further, said withdrawal shall not be construed to prevent the Developer from developing the same property, at a later time, and Developer may, in Developer's sole discretion, submit same to this Master Declaration. So long as the Option Agreement is in effect, the withdrawal of any portion of The Properties provided for herein shall also require the prior written consent of Acacia, and any such notice withdrawing any portion of The Properties recorded without Acacia's consent shall be deemed void and of no force and effect.

Section 2.5 Dissolution. In the event of the dissolution of the Master Association, other than incident to a merger or consolidation, the Master Association's assets shall be conveyed to a public body, or conveyed to a non-profit organization with similar purposes. Any Member may petition the local Circuit Court for the appointment of a receiver to manage the affairs of the dissolved Master Association and to manage The Properties, in place and instead of said Master Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Master Association and The Properties.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS IN THE MASTER ASSOCIATION

Section 3.1 Membership. The members of the Master Association shall be comprised of the Owners. Notwithstanding the foregoing, any such person or entity who holds title to any Lot or Unit merely as security for the performance of an obligation shall not be a Member. Each Owner shall be entitled to the benefit of, and be subject to the provisions of this Master Declaration, as it may be amended from time to time.

Section 3.2 Board of Directors. The Master Association shall be governed by its Board of Directors, which shall be appointed, designated or elected, as the case may be, as set forth in the Articles and By-Laws.

Section 3.3 Voting Rights. The Master Association shall have two (2) classes of Voting Members, each to be selected and to cast the numbers of votes set forth below:

Class A. The Class A Voting Members shall be all Owners. Each Class A Voting Member shall be entitled to one (1) vote for each Lot or Unit owned.

Order: 11221122 Page 7 of 87 Requested By: garrison.barolet, Printed: 12/2/2024 4:43 PM
Doc: FLLEEX:2005 00046532

Class B. Until converted to Class A Memberships as provided below, the Class B Voting Members shall be Developer and Acacia. The Class B Voting Members shall be entitled to one (1) vote, plus two (2) votes for each vote which the Class A Members are entitled to cast from time to time, for each Lot or Unit owned by Developer or Acacia, provided that the Class B Membership shall cease and terminate and be converted to Class A Memberships one (1) year after the last Lot or Unit within Reflection Isles has been sold and conveyed to an Owner other than Developer or Acacia and all other portions of Reflection Isles have been conveyed by Developer, or at any time prior to that date at the election of Developer, provided, however, that so long as the Option Agreement is in effect and Acacia still owns any Lot or Unit, Developer may not elect to terminate the Class B Membership without the prior written consent of Acacia.

Section 3.4 General Matters. When reference is made to this Master Declaration, or in the Articles of Incorporation or By-Laws of the Master Association or other relevant documents, to a majority or specific percentage of Members, such reference shall be deemed to be a majority or specific percentage of the votes which each voting Member is entitled to cast at a duly constituted meeting thereof (i.e., one for which proper notice has been given and at which a quorum exists). To the extent lawful, the foregoing shall apply to, without limitation, the establishment of a quorum at any applicable meeting.

ARTICLE IV
COMMON AREAS; CERTAIN EASEMENTS; COMMUNITY SYSTEMS

Section 4.1 Ownership. The Common Areas are hereby dedicated to the joint and several use, in common, of Developer and the Owners of all Lots and Units that may from time to time constitute part of The Properties, in the manner specified in this Master Declaration, and all of Developer's and such Owners' respective lessees, guests and invitees, all as provided and regulated herein or otherwise by the Master Association. When all improvements proposed by Developer to be constructed within The Properties have been completed and conveyed to purchasers (if applicable), or sooner at Developer's option (exercisable from time to time as to any portion or all of the Common Areas), Developer, or its successors and assigns, shall convey and transfer (or cause to be conveyed and transferred), by quit claim deed, the record fee simple title to the Common Areas to the Master Association, and the Master Association shall accept such conveyance, holding title for the Owners and Members as stated in the preceding sentence. The Master Association shall be responsible for the maintenance, insurance, taxes, if any, and operation of all Common Areas (whether or not conveyed or to be conveyed to the Master Association) in a continuous and satisfactory manner.

Notwithstanding anything contained herein to the contrary, Developer shall have the unfettered right from time to time to enter upon the Common Areas and other portions of The Properties (including, without limitation, Lots and Units) for the purpose of the installation, construction, reconstruction, repair, replacement, operation, expansion and/or alteration of any improvements or facilities (including, without limitation, Community Systems) on the Common Areas or elsewhere in The Properties that Developer as appropriate, elects to effect, without the necessity of securing any approval, consent or other permission from the Master Association, the

Order: 11221122 Page 8 of 87 Requested By: garrison.barolet, Printed: 12/2/2024 4:43 PM
Doc: FLLEEX:2005 00046532

ARB or any other entity as might otherwise be required by this Master Declaration, and Developer shall have the right to use the Common Areas for sales, displays and signs during the period of construction and sale of any of the land owned by Developer or Acacia within Reflection Isles.

THE MASTER ASSOCIATION SHALL ALSO ASSUME RESPONSIBILITY FOR THE MITIGATION AND MONITORING REQUIREMENTS FOR THE MITIGATION AND PRESERVE AREAS SET FORTH IN U.S. ARMY CORPS OF ENGINEERS PERMIT NO. SAJ-2002-240/(IP-TWM) AND SOUTH FLORIDA WATER MANAGEMENT DISTRICT PERMIT NO. 36-04507-P ISSUED FOR THE PROPERTIES, AND FOR THE WATER QUALITY MONITORING AND REPORTING FOR THE MITIGATION AND PRESERVE AREAS REQUIRED PURSUANT TO SOUTH FLORIDA WATER MANAGEMENT DISTRICT PERMIT NO. 36-04507-P AND ORDINANCE NO. 3204 OF THE CITY OF FORT MYERS, FLORIDA, GRANTING A PLANNED UNIT DEVELOPMENT FOR THE PROPERTIES. A COPY OF THE WATER QUALITY MONITORING AND REPORTING REQUIREMENTS ARE ATTACHED AS EXHIBIT "C" TO THIS MASTER DECLARATION.

Section 4.2 Owners' and Members' Easements. Each Member and Owner, and their respective tenants, agents and invitees, shall have a permanent and perpetual non-exclusive easement for the use and enjoyment of all Common Areas in common with all other such Members of the Master Association, and Owners, their tenants, agents and invitees, subject to this Master Declaration.

Rights of use with respect to the recreation facilities, if any, may be evidenced by the issuance of membership cards to all persons entitled to use the recreation facilities. All such persons may be required to pay a reasonable charge annually for the issuance of such card and any replacement thereof as determined from time to time by the Master Association.

In addition to the foregoing, the Master Association may require that vehicles of all or certain types of Owners bear appropriate decals and may charge a reasonable fee for such decals.

All rights of use and enjoyment are subject to the following:

(a) Easements over and upon the Common Areas in favor of all Condominium Associations and the Master Association and their members, provided, however, that this subsection shall not in itself be deemed to grant any easements or use rights which are not specifically granted elsewhere herein or in any other documents to which The Properties (or any applicable portion(s) thereof) is now or hereafter made subject.

(b) The right and duty of the Master Association to levy assessments against each Lot and Unit for the purpose of maintaining the Common Areas and facilities in compliance with the provisions of this Master Declaration, and with the restrictions on the Plat of Reflection Isles.

Order: 11221122 Page 9 of 87 Requested By: garrison.barolet, Printed: 12/2/2024 4:43 PM
Doc: FLLEEX:2005 00046532

(c) The right of the Master Association to suspend the right of an Owner and his designees to use the Common Areas (except for legal access) and common facilities for any period during which any applicable assessment remains unpaid; and for a period not to exceed sixty (60) days for any infraction of lawfully adopted and published rules and regulations.

(d) The right of the Master Association to charge reasonable admission and other fees for the use of any recreational facility situated on the Common Areas, provided that such right is now or hereafter granted to or adopted by the Master Association.

(e) The right of the Master Association to adopt, at any time and from time to time, and enforce rules and regulations governing the use of the Common Areas and all facilities at any time situated thereon, including the right to fine Members as elsewhere provided herein. Any rule and/or regulation so adopted by the Master Association shall apply until rescinded or modified as if originally set forth at length in this Master Declaration.

(f) The right of the Master Association, by a 2/3rds affirmative vote of the entire membership, or Developer, unilaterally (i.e., without the joinder or consent of the Master Association or any of its Members), to dedicate portions of the Common Areas to a Condominium Association or to a public or quasi-public agency, community development district or similar entity under such terms as the Master Association deems appropriate, and to create or contract with the Master Association, community development and special taxing districts for lighting, roads, recreational or other services, security, communications and other similar purposes deemed appropriate by the Master Association (to which such creation or contract all Owners hereby consent); provided, however, that so long as the Option Agreement is in effect, any unilateral action by Developer under this subsection shall also require the prior written consent of Acacia, and any action taken without such consent shall be deemed null and void and of no force and effect.

(g) Anything to the contrary in this Master Declaration notwithstanding, Developer shall have the right to permit persons other than Members and designated persons to use certain portions of the Common Areas and any recreational facilities that may be constructed thereon under such terms as Developer, its successors and assigns, may from time to time desire without interference from the Master Association.

(h) The right of Developer and the Master Association to have, grant and use general ("blanket") and specific easements over, under and through the Common Areas. Provided, however, that so long as the Option Agreement is in effect, any easement granted by Developer shall also require prior written consent of Acacia, and any easement recorded without Acacia's consent shall be deemed null and void and of no force and effect.

(i) The right to the use and enjoyment of the Common Areas and facilities thereon in the case of Class A Members shall extend to each permitted user's immediate family members who reside with him, subject to regulation from time to time by the Master Association in its lawfully adopted and published rules and regulations.

Order: 11221122 Page 10 of 87 Requested By: garrison.barolet, Printed: 12/2/2024 4:43 PM
Doc: FLLEEX:2005 00046532

WITH RESPECT TO THE USE OF THE COMMON AREAS AND THE PROPERTIES GENERALLY, ALL PERSONS ARE REFERRED TO ARTICLE XIII, SECTIONS 13.11, 13.12 AND 13.15 HEREOF WHICH SHALL AT ALL TIMES APPLY THERETO.

Section 4.3 Easements Appurtenant. The easements provided in Section 4.2 shall be appurtenant to and shall pass with the title to each Lot and Unit.

Section 4.4 Maintenance. The Master Association shall maintain, repair, operate, manage and insure, and take commercially reasonable action to replace as often as reasonably necessary, the Common Areas, any and all improvements situated on the Common Areas (upon completion of construction by Developer), whether currently owned by, conveyed or dedicated to, or subsequently conveyed or dedicated or transferred to the Master Association, including, but not limited to, all recreational facilities, landscaping, paving, irrigation systems, pipes and sprinklers, any structural berms which provide for the buffering of the Mitigation and Preserve Areas, gate houses and gate facilities, if any, perimeter walls and/or fences, if any, street lighting fixtures and appurtenances located within public and private rights-of-way if so required, sidewalks, swimming pools and structures, except public utilities, Community Systems (to the extent same have not been made Common Areas) and other Common Area portions of The Properties, all such work to be done as ordered by the Board of Directors of the Master Association. Maintenance of street lighting fixtures shall include and extend to payment for electricity consumed in their illumination.

The surface water management system shall consist of certain water management and ancillary drainage facilities constructed by Developer in conformity with a permit issued by the South Florida Water Management District. The permit and its conditions shall be kept by the Master Association with its official records for the benefit of the Master Association. The Master Association shall be responsible for the maintenance, operation and repair of the surface water management system. The Master Association shall operate the surface water management system in accordance with the "Urban Stormwater Management Program" attached as Exhibit "D" of this Master Declaration. No Owner shall in any manner interfere with or alter the surface water management system or interfere with the access rights of any entity responsible for their maintenance. The Master Association shall assess the Owners for all expenses related to the operation, maintenance and, if necessary, replacement of the surface water management system. To the extent required by the permit, it shall be the Master Association's responsibility to successfully meet and complete all permit conditions. Any repair or reconstruction of the surface water management system shall be as permitted, or if modified, as approved by the South Florida Water Management District. The surface water management system is part of the Common Areas. The South Florida Water Management District has the right to take enforcement action, including a civil action for an injunction and penalties against the Master Association, to compel it to correct any outstanding problems with the surface water management system under the responsibility or control of the Master Association.

Order: 11221122 Page 11 of 87 Requested By: garrison.barolet, Printed: 12/2/2024 4:43 PM
Doc: FLLEEX:2005 00046532

In the event of any conflict, ambiguity or uncertainty as to whether certain maintenance or other duties as to any portion of The Properties falls within the jurisdiction of the Master Association or a Condominium Association, the determination of the Master Association shall control as to all issues.

All work pursuant to this Section, whether on Common Areas or other areas, and all expenses hereunder shall be paid for by the Master Association through assessments imposed in accordance herewith. In order to effect economies of scale and for other relevant purposes, the Master Association, on behalf of itself and/or all or appropriate Condominium Associations, shall have the power to incur, by way of contract or otherwise, expenses general to The Properties or appropriate portions thereof, and the Master Association shall then have the power to allocate portions of such expenses among the affected Condominium Associations, based on such formula as may be adopted by the Master Association or as otherwise provided in this Master Declaration. The portion so allocated to any Condominium Association shall be deemed a common expense thereof, collectible through its own assessments.

No Owner may waive or otherwise escape liability for the assessments for such maintenance by non-use (either voluntary or involuntary) of the Common Areas or abandonment of his right to use the Common Areas.

Section 4.5 Mitigation and Preserve Areas. The Master Association shall be responsible for implementation of the program for the mitigation and monitoring requirements for the Mitigation and Preserve Areas as set forth in the South Florida Water Management District Permit No. 36-04507-P, and the U.S. Army Corps of Engineers Permit No. SAJ-2002-2401 (IP-TWM) issued for The Properties. Except as otherwise provided in any Conservation Easement, the mitigation and monitoring requirements for the Mitigation and Preserve Areas shall be the perpetual responsibility of the Master Association. The Mitigation and Preserve Areas may in no way be altered from their natural state. Activities prohibited within the Mitigation and Preserve 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, except removal of exotic/nuisance vegetation; excavation, dredging or removal of soil material; diking or fencing; any other activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat conservation or preservation.

Further, the Master Association shall be responsible for implementation of the water quality monitoring and reporting for the Mitigation and Preserve Areas required pursuant to South Florida Water Management District Permit No. 36-04507-P issued on July 10, 2003, for The Properties and Ordinance No. 3204 of the City of Fort Myers, Florida, approving a Planned Unit Development for The Properties. The water quality monitoring and reporting requirements are attached as Exhibit "C" to this Master Declaration.

Section 4.6 Surface Water Management System. The Surface Water Management System, as defined in Section 1.19 of Article I hereof, shall be maintained and operated by the

Master Association in accordance with the requirements, regulations and conditions of the South Florida Water Management District.

Section 4.7 Community Systems. Developer shall have the right, but not the obligation, to convey, transfer, sell or assign, all or any portion of the Community Systems located within The Properties, or all or any portion of the rights, duties or obligations with respect thereto, to the Master Association, one or more Condominium Associations, or any other person or entity (including an Owner as to any portion of a Community System located on/in his Lot/Unit). Without limiting the generality of Article I, Section 1.5 hereof, if and when any of the aforesaid entities receives such a conveyance, sale, transfer or assignment, such entity shall automatically be deemed vested with such rights of Developer with respect thereto as are assigned by Developer in connection therewith; provided that if the Master Association is the applicable entity, then the Community System or applicable portions thereof shall be deemed Common Areas hereunder and the Master Association's rights, duties and obligations with respect thereto shall be the same as those as to other Common Areas unless otherwise provided by Developer. Any conveyance, transfer, sale or assignment made by Developer pursuant to this Section (i) may be made with or without consideration, (ii) shall not require the consent or approval of the Master Association or any Owner or Condominium Association and (iii) if made to the Master Association, shall be deemed to have been automatically accepted (with all rights, duties, obligations and liabilities with respect thereto being deemed to have been automatically assumed).

Without limiting the generality of the foregoing paragraph or anything contained herein, Developer reserves onto itself, its successors, assigns, contractors, designees and nominees (i) ownership of any closed circuit, master antenna, community antenna or cable television system or the like (including any and all related conduits, wires, amplifiers, antennae, towers and other apparatus and equipment) which it (or one of its successors, assigns, designees or nominees) installed in part or whole on the Common Areas (any such system and its related apparatus and equipment being hereinafter referred to as the "CATV System"); (ii) a perpetual easement over, through and across the Common Areas for the installation, servicing, maintenance, repair, replacement and removal of the CATV System or any part thereof; (iii) the right to connect the CATV System to whatever receiving source the Owner of the CATV System deems appropriate, including, but not limited to, the right to enter into a bulk cable agreement; (iv) the right to enter the Lots and Units upon reasonable notice to the Owner for the purpose of repairing or replacing any portion of any closed circuit, master antenna, community antenna, or cable television system of which Developer has retained ownership; and (v) the right to provide (or cause to be provided) mandatory or non-mandatory services to Owners and their Lots and Units through the CATV System (and related, ancillary services to Lots, including, but not limited to, security related services) at charges not to exceed those normally paid for like services by residents of single family homes within the general vicinity of Reflection Isles, and to retain or assign all such charges.

Order: 11221122 Page 13 of 87 Requested By: garrison.barolet, Printed: 12/2/2024 4:43 PM
Doc: FLLEEX:2005 00046532

WITH RESPECT TO COMMUNITY SYSTEMS, ALL PERSONS ARE REFERRED TO ARTICLE XIII, SECTION 13.11 HEREOF, WHICH SHALL AT ALL TIMES APPLY THERETO.

Section 4.8 Utility and Community System's Easements. Public utilities in the Common Areas for the service of The Properties shall be installed underground except as otherwise permitted by Developer. The Developer and its affiliates and its and their designees shall have a perpetual easement over, upon and under the Common Areas and the unimproved portions of the Lots for the installation, operation, maintenance, repair, replacement, alteration and expansion of Community Systems.

Section 4.9 Public Easements. Fire, police, health and sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas in the performance of their respective duties.

Section 4.10 Perimeter Border. In the event a boundary wall or other visual screen is now or hereafter constructed along all or a portion of the perimeter of Reflection Isles by Developer, which Developer is not obligated to construct, it shall be kept and maintained by the Master Association in a manner consistent with the original design and construction. Such boundary wall or screen may include, but not be limited to, landscaping, walls or fences or the like or a combination thereof.

ARTICLE V
LANDSCAPING AND MAINTENANCE OF PERIMETER BORDER

Section 5.1 Maintenance. Without limiting the generality of other applicable provisions hereof, the landscaping and perimeter border shall be maintained by the Master Association, beginning upon the date these covenants are recorded, in a continuous and satisfactory manner without direct, individual expense to the Owners of the Lots upon which the landscaping and the perimeter border are situated or abut, except for their share of the general common expenses. Such maintenance may extend to any street lighting fixtures and the payment for electricity consumed in their illumination. All work pursuant to this Section and all expenses hereunder shall be paid for by the Master Association through assessments imposed in accordance herewith or by allocation of such expenses to the applicable Condominium Association or its members, as provided herein. No Owner may waive his right to use or otherwise escape liability for assessments for such maintenance under this Section.

Section 5.2 Perpetual Maintenance. Notwithstanding anything contained herein to the contrary, in the event the Master Association is ever dissolved, the property which has been dedicated to the Master Association for ingress, egress, maintenance and other proper purposes pursuant to a recorded plat of The Properties shall be dedicated or conveyed to a similar non-profit entity which will assume the obligations of maintenance as required in this Master Declaration in perpetuity.

Order: 11221122
Doc: FLLEEX:2005 00046532
Page 14 of 87
Requested By: garrison.barolet, Printed: 12/2/2024 4:43 PM
193

ARTICLE VI
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 6.1 Creation of the Lien and Personal Obligation for Assessments. Except as provided elsewhere herein, Developer, for each Lot and Unit within The Properties, hereby covenants and agrees, and each Owner of any Lot or Unit by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, and each Condominium Association, shall be deemed to covenant and agree to pay to the Master Association annual assessments or charges for the maintenance, operation, management and insurance of the Common Areas and the Master Association as provided herein, including, but not limited to, the landscaping, perimeter border, Community Systems, Surface Water Management System, and other items described herein as Common Areas, whether or not such items are on dedicated property or owned by Owners, Condominium Associations or otherwise, costs of payment, or transference of any legitimate lien or judgment rendered against the Common Areas or Master Association or any portion of The Properties owned or maintained by the Master Association, any and all costs of employing persons to operate and run recreational facilities, costs of other Master Association employees and such reasonable reserves as the Master Association may deem necessary, and capital improvement assessments as provided herein, all such assessments to be fixed, established and collected from time to time as hereinafter provided (hereinafter sometimes referred to as "Common Expenses"). In addition, special assessments may be levied against particular Owners and Lots or Units for fines, expenses incurred against particular Lots, Units and/or Owners to the exclusion of others and other charges against specific Lots, Units or Owners as contemplated in this Master Declaration. The annual and special assessments, together with late charges, interest and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. The lien is effective from and after recording a Claim of Lien in the Public Records of Lee County, stating the description of the Lot or Unit, name of the Owner, amount due and the due dates. Each such assessment, together with late charges, interest and costs of collection thereof as hereinafter provided, shall also be the personal obligation of all Owner(s) of such property, as well as his heirs, legal representatives, successors and assigns. Notwithstanding the foregoing or anything herein to the contrary, as long as the Option Agreement is in effect, all assessments levied against Lots owned by Acacia that TOUSA is to pay or be responsible for pursuant to the Option Agreement, and which remain subject to the Option Agreement, shall be the responsibility of and payable by Developer.

Section 6.2 Determination of Assessments for Common Expenses. Not less than 30 days prior to the beginning of each fiscal year, the Board of Directors of the Master Association shall adopt a budget for such fiscal year which shall estimate all of the Common Expenses to be incurred by the Master Association during the fiscal year. In determining the budget for any fiscal year, the Board of Directors may take into account Common Areas, Lots and Units. The Board shall then establish the assessment for Common Expenses per Lot and/or Unit, which shall be equal to the total amount to be assessed for Common Expenses pursuant to the budget, divided by the total number of Lots and/or Units within The Properties subject to said

Order: 11221122 Page 15 of 87 Requested By: garrison.barolet, Printed: 12/2/2024 4:43 PM
Doc: FLLEEX:2005 00046532

assessments. The Master Association shall then promptly notify all Members, in writing, of the amount, frequency, and due dates of the assessment for Common Expenses per Lot or Unit.

From time to time during the fiscal year, the Board of Directors may modify the budget for the fiscal year, and pursuant to the revised budget or otherwise the Board of Directors may, upon written notice to the Members, change the amount, frequency and/or due dates of the Assessments for Common Expenses per Lot or Unit. If the expenditure of funds is required by the Master Association in addition to funds produced by the regular Assessments for Common Expenses, the Board of Directors may make special Assessments for Common Expenses, which shall be levied in the same manner as hereinbefore provided for regular Assessments for Common Expenses, and shall be payable in the manner determined by the Board of Directors as stated in the notice of any special Assessments for Common Expenses. In the event any Assessment for Common Expenses is made payable in equal periodic payments as provided in the notice from the Master Association, such periodic payments shall automatically continue to be due and payable in the same amount and frequency as indicated in the notice, unless and/or until: (1) the notice specifically provides that the periodic payments will terminate upon the occurrence of a specified event or the payment of a specified amount, or (ii) the Master Association notifies the Member in writing of a change in the amount and/or frequency of the periodic payments. Notwithstanding the foregoing, in no event shall any Assessment for Common Expenses payable by any Member be due less than ten (10) days from the date of the notification of such Assessment or Common Expenses.

Section 6.3 Payment of Assessments for Common Expenses. On or before the date each Assessment for Common Expenses is due, each Member shall be required to and shall pay to the Master Association an amount equal to the Assessment for Common Expenses per Lot or Unit, multiplied by the number of Lots or Units within The Properties then owned by such Member. As set forth in and for the time periods so stated in Section 6.4 hereinbelow, Developer shall not pay any Assessments for Common Expenses for any Lots or Units owned by Developer or Acacia.

Section 6.4 Assessments for Common Expenses while Developer Appoints a Majority of the Board. Notwithstanding anything contained in this Article VI to the contrary, during the period when Developer appoints a majority of the directors of the Board, or until Developer gives the Master Association written notice that it will pay Assessments as any other Owner, as applicable, Developer shall pay any amount of Common Expenses, other than any reserve expenses, incurred by the Master Association and not produced by Assessments for Common Expenses receivable from the other Members, but shall not be liable for any Assessment for Common Expenses for any Lots or Units within The Properties owned by Developer or Acacia (so long as the Option Agreement is in effect). If Developer fails to pay such amount, the Master Association shall have all of the remedies for such collection provided in Article VI and Article IX of this Master Declaration.

Section 6.5 Common Areas and Certain Other Property. No Common Areas hereunder or any common elements of a Condominium Association shall be subject to direct

Order: 11221122 Page 16 of 87 Requested By: garrison.barolet, Printed: 12/2/2024 4:43 PM
Doc: FLLEEX:2005 00046532

assessment hereunder. The foregoing exemption shall also apply to parks and similar open spaces. Further, the foregoing exemption shall apply to any land owned by a publicly-regulated utility company as long as such land is used for or in connection with the provision of utilities. In the event of any ambiguity or doubt as to whether any particular open space or other land is subject to assessment, the determination of Developer (or, if there are no Class B Voting Members, the Board of Directors of the Master Association) shall be final and conclusive (and not subject to later change unless the use of the open space in question changes).

Section 6.6 Purpose of Assessments. The assessments levied by the Master Association shall be used exclusively for maintenance, operation, management and insurance of the Common Areas as provided herein, the payment of expenses allocated to the Master Association or The Properties by the Master Association, security-related purposes and to promote the health, safety, welfare and recreational opportunities of the Members of the Master Association and the Owners, subject to this Master Declaration, and their families residing with them (if applicable) and their permitted tenants and invitees.

Section 6.7 Capital Improvements. Funds which, in the aggregate, exceed the lesser of $100,000 or 10% of the then-current operating budget in any one calendar year which are necessary for the addition of capital improvements (as distinguished from repairs and maintenance) relating to the Common Areas and which have not previously been collected as reserves or are not otherwise available to the Master Association may be levied as special assessments by the Master Association upon approval by a majority of the Board of Directors of the Master Association and upon approval of 66-2/3% favorable vote of Members. It is the intent of this Section 6.7 that any capital improvements having a cost of less than the aforesaid amount be paid for by regular assessments, with an appropriate adjustment to the budget of the Master Association and the assessments levied thereunder to be made, if necessary.

Section 6.8 Date of Commencement of Annual Assessments; Due Dates. The annual/regular assessments provided for in this Article VI shall first commence as to each Lot/Unit on the day of the conveyance of title of each Lot/Unit by Developer to a purchaser thereof (unless otherwise specifically set forth by Developer in such conveyance to the contrary) and shall be applicable through December 31st of such year. The annual assessments in effect at that time shall be adjusted according to the number of months remaining in the calendar year after such date of conveyance. Each subsequent annual assessment shall be imposed for the year beginning January 1 and ending December 31.

The annual assessments shall be payable in advance in monthly installments, or in semi-annual or quarter-annual installments if so determined by the Board of Directors of the Master Association. The assessment amount (and applicable installments) may be changed at any time by said Board from that originally stipulated or from any other assessment that is in the future adopted. The original assessment for any year shall be levied for the calendar year (to be reconsidered and amended, if necessary, every six (6) months), but the amount of any revised assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months (or other appropriate installments) remaining in such calendar year.

Order: 11221122 Page 17 of 87 Requested By: garrison.barolet, Printed: 12/2/2024 4:43 PM
Doc: FLLEEX:2005 00046532

The due date of any special assessment or capital improvement assessment shall be fixed in the resolution of the Board of Directors of the Master Association authorizing such assessment.

Section 6.9 Duties of the Board of Directors. The Board of Directors of the Master Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period, to the extent practicable, at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the Lots and Units, the Owners thereof and assessments applicable thereto, which shall be kept in the office of the Master Association and shall be open to inspection by any Owner.

Written notice of the applicable assessment shall thereupon be sent to every Owner subject thereto thirty (30) days prior to payment, except as to emergency assessments. In the event no such notice of a new assessment period is given, the assessment amount payable shall continue to be the same as the amount payable for the previous period, until changed in the manner provided for herein.

The Master Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing signed by an officer of the Master Association setting forth whether such assessment has been paid as to any particular Lot or Unit. Such certificate shall be conclusive evidence of payment of any assessment to the Master Association therein stated to have been paid. The Master Association shall have the option, in its sole discretion, to impose a fee of Fifteen ($15.00) Dollars, or such other amount as determined by the Master Association, not to exceed any maximum amount provided by law, to issue said certificate of assessment. The fee so imposed shall be paid prior to the release of any certificate of assessment.

Section 6.10 Effect of Non-Payment of Assessment; the Personal Obligation; the Lien; Remedies of the Master Association. If the installments of an assessment are not paid on the dates when due (being the dates specified herein), then such installments shall become delinquent and shall, together with late charges, interest and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the appropriate Lot or Unit, which shall bind such Lot or Unit, in the hands of the then Owner, his heirs, personal representatives, successors and assigns. Except as provided in Section 6.11 of this Article VI, the personal obligation of the then Owner to pay such assessment shall pass to his successors in interest and recourse may be had against either or both.

If any installment of an assessment is not paid within fifteen (15) days after the due date, at the option of the Master Association, a late charge per installment of $25.00, or the maximum amount provided by law, in an amount not greater than the amount of such unpaid installment, may be imposed (provided that only one late charge may be imposed on any one unpaid installment and if such installment is not paid thereafter, it and the late charge shall accrue interest as provided herein but shall not be subject to additional late charges; provided further, however, that each other installment thereafter coming due shall be subject to one late charge as

Order: 11221122 Page 18 of 87 Requested By: garrison.barolet, Printed: 12/2/2024 4:43 PM
Doc: FLLEEX:2005 00046532

aforesaid) or the remainder of installments of the annual assessment may be accelerated and become immediately due and payable in full, and all sums due shall bear interest from the dates when due until paid at the highest lawful rate (or, if there is no highest lawful rate, 18% per annum) and the Master Association may bring an action at law against the Owner(s) personally obligated to pay the same or may record a claim of lien (as evidence of its lien rights as hereinabove provided for) against the property on which the assessments and late charges are unpaid, or may foreclose the lien against the property on which the assessments and late charges are unpaid, or pursue one or more of such remedies at the same time or consecutively, and attorneys' fees and costs of, including but not limited to, preparing and filing the claim of lien and the complaint (if any) in such action, and in prosecuting same, shall be added to the amount of such assessments, interest and late charges, and in the event a judgment is obtained, such judgment shall include all such sums as above provided and attorneys' fees actually incurred in the applicable action together with the costs of the action, and the Master Association shall be entitled to attorneys' fees in connection with any appeal of any such action.

In the case of an acceleration of the remainder of installments of the annual assessment, each installment so accelerated shall be deemed, initially, equal to the amount of the then most current delinquent installment, provided that if any such installment so accelerated would have been greater in amount by reason of a subsequent increase in the applicable budget, the Owner of the Lot or Unit whose installments were so accelerated shall continue to be liable for the balance due and payable by reason of such an increase and special assessments against such Lot or Unit shall be levied by the Master Association for such purpose.

In addition to the rights of collection of assessments stated in this Section, any and all persons acquiring the title to or the interest in a Lot or Unit as to which the assessment is delinquent, including, without limitation, persons acquiring title by operation of law and by judicial sale, shall not be entitled to the occupancy of such Lot or Unit or the enjoyment of the Common Areas until such time as all unpaid and delinquent assessments due and owing from the prior Owner have been fully paid, and no sale or other disposition of a Lot or Unit shall be permitted until an estoppel letter is received from the Master Association acknowledging payment in full of all assessments and other sums due; provided, however, that the provisions of this sentence shall not be applicable to the mortgagees and purchasers contemplated by Section 6.11 of this Article.

Unless delegated to a Condominium Association, it shall be the legal duty and responsibility of the Master Association to enforce payment of the assessments hereunder. Failure of a collecting entity to send or deliver bills or notices of assessments shall not, however, relieve Owners from their obligations hereunder.

All assessments, late charges, interest, penalties, fines, attorneys' fees and other sums provided for herein shall accrue to the benefit of the Master Association.

Owners shall be obligated to deliver the documents originally received from Developer, containing this and other declarations and documents, to any grantee of such Owners.

Order: 11221122 Page 19 of 87 Requested By: garrison.barolet, Printed: 12/2/2024 4:43 PM
Doc: FLLEEX:2005 00046532

The Master Association shall have such other remedies for collection and enforcement of assessments as may be permitted by applicable law. All remedies are intended to be, and shall be, cumulative.

Section 6.11 Subordination of the Lien. The lien of the assessment provided for in this Article shall be subordinate to real property tax liens, and to the lien of any first mortgage recorded in the Public Records of Lee County, Florida, prior to recordation of a claim of lien, filed by or on behalf of the Master Association, which mortgage encumbers any Lot or Unit and is in favor of any institutional lender or is otherwise insured by FNMA or FHLMC and is now or hereafter placed upon a portion of The Properties subject to assessment.

A lien for assessments shall not be affected by any sale or transfer of a Lot or Unit; provided, however, that in the event of a sale or transfer pursuant to a foreclosure of a first mortgage, or a deed in lieu of foreclosure of a first mortgage, the acquirer of title, his successors and assigns, shall not be liable for assessments pertaining to the Lot or Unit or chargeable to the former Owner of the Lot or Unit which became due prior to such sale or transfer. Any such sale or transfer pursuant to a foreclosure or deed in lieu of foreclosure shall not relieve the purchaser or transferee of a Lot or Unit from liability for, nor the Lot or Unit from the lien of, any assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent assessments from the payment thereof, or the enforcement of collection by means other than foreclosure.

The order of priority of liens hereunder shall be: tax liens, first mortgage liens, liens for Master Association assessments, and liens for other Condominium Association assessments. Any unpaid assessment which cannot be collected as a lien against any Lot or Unit by reason of the provisions of this Section 6.11 shall be deemed to be an assessment divided among, payable by Owners of, and a lien against, all Lots and Units as provided in Section 6.1 of this Article VI, including the Lot or Unit as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

Section 6.12 Collection of Assessments. The Master Association shall collect all assessments payable by the Owners pursuant to this Article. Each Owner will remit the assessments to the Master Association made pursuant to this Master Declaration pursuant to such procedure as may be adopted by the Master Association.

The Master Association shall have the right, but not the obligation, to delegate collection of the Master Association assessments from Units to a Condominium Association having jurisdiction over those Units.

In the event that the assessments received by each Condominium Association for itself and for the Master Association are received in a lump sum and such sum is less than sufficient to pay both entities, the amount collected shall be applied first to the assessments of the Master Association, and then to those of the Condominium Association (the Master Association to be

Order: 11221122 Page 20 of 87 Requested By: garrison.barolet, Printed: 12/2/2024 4:43 PM
Doc: FLLEEX:2005 00046532

paid in full before the Condominium Association is paid). All capital improvement assessments, special assessments, fines, interest, late charges, recovered costs of collection and other extraordinary impositions shall be remitted to the respective entity imposing same separate and apart from the priorities established above.

The Master Association shall notify each Member, by written notice given at least thirty (30) days in advance, of any changes in the amounts of the assessments due it or the frequency at which they are to be collected. The aforesaid notice period shall also apply to capital improvement assessments, but may be as short as five (5) days before the next-due regular assessment installment in the case of special assessments, fines and similar impositions on fewer than all Members or Owners.

The Master Association and each Condominium Association shall have the power, but shall not be required, to record liens or take any other actions with regard to delinquencies in assessments payable to the Master Association. In the event that the Condominium Association does so, then all rights of enforcement provided in Articles VI and IX hereof shall be deemed to have automatically vested in the Condominium Association, as applicable, but all costs and expenses of exercising such rights shall nevertheless be paid by the Master Association (which shall be entitled to receive payment of any such costs and expenses which are ultimately recovered).

The Master Association may change, from time to time, upon sixty (60) days prior written notice to the Members, the procedures set forth in this Section 6.12 in whole or in part.

All fidelity bonds and insurance maintained by the Master Association shall reflect any duties to be performed by it pursuant hereto and the amounts to be received and disbursed by it pursuant to such delegation and shall name all applicable Condominium Association(s) as obligees/insured parties for so long as their assessments are being collected and remitted by the Master Association.

The Master Association may delegate any duties delegated to it pursuant hereto to the Condominium Associations or to a management company.

In the event of any change in assessment collection procedures elected to be made by the Master Association, the relative priorities of assessment remittances and liens (i.e., the Master Association first and the Condominium Association second) shall still remain in effect, as shall the Master Association's ability to modify or revoke its election from time to time.

Assessments levied pursuant hereto and pursuant to the applicable declarations for the Condominium Associations shall be collected in the manner established pursuant to this Article VI. In the event that at any time said manner provides for collection of assessments levied pursuant hereto by an entity other than the Master Association, all references herein to collection (but not necessarily enforcement) by the Master Association shall be deemed to refer to the other

Order: 11221122 Page 21 of 87 Requested By: garrison.barolet, Printed: 12/2/2024 4:43 PM
Doc: FLLEEX:2005 00046532

entity performing such collection duties and the obligations of Owners to pay assessments shall be satisfied by making such payments to the applicable collecting entity.

Section 6.13 Effect on Developer. Notwithstanding any provision that may be contained to the contrary in this instrument, for so long as Developer or Acacia (so long as the Option Agreement is in effect) are the owners of any Lot or Unit within The Properties, Developer shall have the option, in its sole discretion, to (i) pay assessments on the Lots or Units owned by it or Acacia; (ii) pay assessments only on certain designated Lots or Units owned by it or Acacia (e.g., those under construction or those Lots containing a Unit for which a certificate of occupancy has been issued); or (iii) not paying assessments on any Lots or Units owned by it or Acacia and in lieu thereof funding any resulting deficit in the Master Association's operating expenses not produced by assessments receivable from Owners other than Developer. The deficit to be paid under option (iii) above shall be the difference between (i) actual operating expenses of the Master Association (exclusive of capital improvement costs, reserves and management fees) and (ii) the sum of all monies receivable by the Master Association (including, without limitation, assessments, interest, late charges, fines and incidental income) and any surplus carried forward from the preceding year(s). Developer may from time to time change the option stated above under which Developer is making payments to the Master Association by written notice to such effect to the Master Association. If Developer at any time elects option (ii) above, it shall not be deemed to have elected option (iii) as to the Lots or Units which are not designated under option (ii). When all Lots and Units within The Properties are sold and conveyed to purchasers, Developer shall have no further liability of any kind to the Master Association for the payment of assessments, deficits or contributions.

Section 6.14 Master Association Funds. The portion of all regular assessments collected by the Master Association for reserves for future expenses, and the entire amount of all special assessments, shall be held by the Master Association and may be invested in interest bearing accounts or in certificates of deposit or other like instruments or accounts available at banks or savings and loan institutions, the deposits of which are insured by an agency of the United States.

Section 6.15 Working Capital Fund. Developer shall establish a working capital fund (the "Working Capital Fund") for the operation of the Master Association, which shall be collected by Developer from each Lot or Unit purchaser at the time of conveyance of each Lot or Unit to such purchaser in an amount equal to two (2) months of the annual assessment for each Lot or Unit and paid to the Master Association. Each Lot's or Unit's share of the Working Capital Fund shall be collected and transferred to the Master Association at the time of closing of the sale of each Lot or Unit. The purpose of this fund is to assure that the Master Association's Board of Directors will have cash available to meet any legitimate Master Association expense, or to acquire additional equipment or services deemed necessary or desirable by the Board of Directors. Amounts paid into the Working Capital Fund at closing are not to be considered advance payment of any assessments under this Article VI, and are not refundable or transferable. Without limiting the generality of Section 6.13 and notwithstanding anything to the contrary contained herein, in the event that during the startup of the Master Association, the

Order: 11221122 Page 22 of 87 Requested By: garrison.barolet, Printed: 12/2/2024 4:43:20 PM
Doc: FLLEEX:2005 00046532

Master Association does not have adequate working capital to meet its expenses, Developer may, but is not obligated to, advance funds on behalf of the Master Association, and in such event Developer shall be entitled to be reimbursed by the Master Association from such Working Capital Fund. Any such advance shall be evidenced by a promissory note in favor of Developer executed by the Master Association and which shall remain outstanding until paid in full.

Section 6.16 Specific Damage. Owners (on their behalf and on behalf of their tenants, contractors, subcontractors, licensees, invitees, employees, officers, children and guests) causing damage to any portion of the Common Areas as a result of misuse, negligence, failure to maintain or otherwise shall be directly liable to the Master Association and a special assessment may be levied therefor against such Owner or Owners. Such special assessments shall be subject to all of the provisions hereof relating to other assessments, including, but not limited to, the lien and foreclosure procedures.

Section 6.17 Budget for Water Quality Monitoring and Reporting Requirements. The Board of Directors of the Master Association shall establish a separate subcategory budget to pay for the implementation of the water quality monitoring and reporting requirements described in Sections 4.1 and 4.5 of this Master Declaration. The budget shall not include any costs or expenses associated with the responsibilities or services performed by the Master Association other than such water quality monitoring and reporting requirements.

ARTICLE VII
MAINTENANCE OF UNITS AND LOTS

Section 7.1 Exterior of Units. Unless properly delegated to a Condominium Association having jurisdiction, each Owner shall maintain or cause to be maintained all structures (including all Units) located on his Lot in a neat, orderly and attractive manner and consistent with the general appearance of Reflection Isles. The minimum (though not sole) standard for the foregoing shall be consistency with the general appearance of the developed portions of The Properties and, as to Units, the portion thereof in which the Unit is located [taking into account, however, normal weathering and fading of exterior finishes, but not to the point of unsightliness, in the judgment of Developer or the ARB]. Unless properly delegated to a Condominium Association, each Owner shall repaint, restain, or refinish, as appropriate, the exterior portions of his Unit (with the same colors and materials as initially used or approved by Developer and/or the ARB) as often as is necessary to comply with the foregoing standards.

Section 7.2 Landscaping. Unless properly delegated to a Condominium Association having jurisdiction, the Master Association shall be responsible for the maintenance and care of all landscaping throughout The Properties, including on all of the Lots, and on any contiguous property between the Lots and the pavement edge of any abutting road or the waterline of any abutting lake or canal. The Master Association shall plant, remove and/or replace sod, plants, flowers, shrubbery and trees when in the sole discretion of the Master Association same is appropriate and in the best interest of the subject property. The Master Association's responsibility shall include mowing, trimming, pruning, edging, fertilizing, weed control, and

Order: 11221122 Page 23 of 87 Requested By: garrison.barolet, Printed: 12/2/2024 4:43 PM
Doc: FLLEEX:2005 00046532

landscape related insect and disease control. In replacing any landscaping, the Master Association shall have complete discretion as to same, and shall not be obligated to replace any damaged or diseased landscaping with the same type, size, or number of plantings as previously existed. Notwithstanding the foregoing, the Master Association will not be liable for any damage to any landscaping caused by the Master Association's maintenance of same, or the failure to maintain or repair the landscaping or irrigation systems, as required herein. Notwithstanding the foregoing, if any Owner installs landscaping on the Owner's Lot which is materially more expensive to maintain than the landscaping on the other Lots, the Master Association will have the right to assess the Owner of such Lot for the extra cost of maintaining the special landscaping on such Lot, or in the alternative the Master Association may require the applicable Owner to maintain such special landscaping as hereafter provided, and if the applicable Owner fails to pay any such extra cost of maintain such landscaping, the Master Association will have the right to remove same in the sole discretion of the Master Association, without liability to the Owner, except that the Master Association shall not have the right to remove any landscaping in the Common Areas or on any property owned by Developer so long as Developer owns any portion of The Properties. No Owner shall install any landscaping on the Owner's Lot, or remove or modify any existing landscaping, without the prior written approval of the ARB, except that such planting, removal and/or replacement shall, at the option of Developer, be prohibited so long as Developer owns any portion of The Properties.

The Master Association shall adhere to the Best Management Practices set forth in Exhibit "D" of Ordinance No. 3204 of the City of Fort Myers, Florida, for the maintenance of all landscaping on The Properties. The referenced Best Management Practices are attached as Exhibit "E" to this Master Declaration.

Section 7.3 Remedies for Noncompliance. In the event of the failure of an Owner to maintain or cause to be maintained his Unit or Lot in accordance with this Article, the Master Association or applicable Condominium Association (whichever at the time has the power or duty to enforce this Article pursuant to Article XI hereof) shall have the right (but not the obligation), upon five (5) days' prior written notice to the Owner at the address last appearing in the records of the Master Association, to enter upon the Owner's Lot or Unit and perform such work as is necessary to bring the Lot or Unit, as applicable, into compliance with the standards set forth in this Article. Such work may include, but shall not necessarily be limited to, the repairing of Community Systems, if needed, the repainting or restaining of exterior surfaces of a Unit; the repair of walls, fences, roofs, doors, windows and other portions of a Unit or other structures on a Lot; and such other remedial work as is judged necessary by the applicable entity. The remedies provided for herein shall be cumulative with all other remedies available under this Master Declaration or other applicable covenants or deed restrictions (including, without limitation, the imposition of fines or special assessments or the filing of legal or equitable actions).

Section 7.4 Costs of Remedial Work; Surcharges. In the event that the Master Association, or an applicable Condominium Association, performs any remedial work on a Unit or Lot pursuant to this Article or any other applicable covenants or deed restrictions, the costs

Order: 11221122 Page 24 of 87 Requested By: garrison.barolet, Printed: 12/2/2024 4:43 PM
Doc: FLLEEX:2005 00046532

and expenses thereof shall be deemed a special assessment under Article VI of this Master Declaration and may be immediately imposed by the Board of Directors of the Master Association or its designee. In order to discourage Owners from abandoning certain duties hereunder for the purpose of forcing one of the aforesaid entities to assume same, and, additionally, to reimburse same for administrative expenses incurred, the applicable entity may impose a surcharge of not more than thirty-five percent (35%) of the cost of the applicable remedial work, such surcharge to be a part of the aforesaid special assessment. No bids need to be obtained for any of the work performed pursuant to this Article and the person(s) or company performing such work may be selected by the applicable enforcing entity in its sole discretion.

Section 7.5 Right of Entry. There is hereby created an easement in favor of the Master Association and/or the applicable Condominium Association, as appropriate, and their applicable designees, over each Lot and Unit for the purpose of entering onto the Lot or Unit in the performance of the work herein described, provided that the notice requirements of this Article VII are complied with and any such entry is during reasonable hours.

Section 7.6 Condominium Associations. All of the requirements, obligations and remedies set forth in this Article VII shall apply to all Condominium Associations and their common elements and all improvements thereto. Accordingly, as applied to a Condominium Association, the term Owner as used in this Article shall be deemed to include the Condominium Association (even if it does not hold legal title to its common elements) and the terms Lot and Unit shall be deemed to include a Condominium Association's common elements and all improvements thereto. Any cost of remedial work or surcharge thereon applicable to a Condominium Association shall be paid directly by the Condominium Association, failing which the Master Association may pursue all available legal and equitable remedies.

Section 7.7 Villa Parcels: Roof Repair or Replacement. It is contemplated that the roof of each Unit constructed upon a Villa Parcel will also serve an adjacent Unit constructed upon an adjacent Villa Parcel and shall be a common roof. In the event that a portion of a roof requires repair or replacement, then the cost thereof in excess of insurance proceeds, if any, shall be shared prorata by the Owners of the Villa Parcels over which the roof to be repaired or replaced is situated; provided, however, that in the event that damage or destruction is confined to the roof area wholly within the dimensions of a Villa Parcel, cost of repair and replacement thereof which is in excess of insurance proceeds, if any, shall be paid by the Owner of said Villa Parcel. If the damage or destruction of adjacent roof areas is caused by the negligence or willful misconduct of any one Owner, such negligent Owner shall bear the entire cost of repair or replacement, in excess of insurance proceeds. If any Owner shall neglect or refuse to perform the maintenance as required in this Master Declaration or pay his share, or all of such cost, as the case may be, the other affected Owner may have such roof repaired or replaced and shall be entitled to file in the Public Records a lien on the Villa Parcel of the other Owner so failing to pay for the amount of such defaulting Owner's share of the repair or replacement cost plus attorneys' fees and costs, which may be foreclosed in the same manner as a lien of a mortgage. If an Owner shall give, or shall have given, a mortgage or mortgages upon his Villa Parcel, then the mortgagee shall have the full right at his option to exercise the rights of his mortgagor as an

Order: 11221122 Page 25 of 87 Requested By: garrison.barolet, Printed: 12/2/2024 4:43 PM
Doc: FLLEEX:2005 00046532

Owner hereunder and, in addition, the right to add to the outstanding balance of such mortgage any amounts paid by the mortgagee for repairs hereunder and not reimbursed to said mortgagee by the Owner.

(a) Arbitration. In the event of any dispute arising under the provisions of this Section 7.7, any party may request the Board of Directors to settle the dispute, and the Board's decision shall be binding; provided, however, that the Board may elect not to act in this capacity, in which case each party shall choose an arbitrator and such arbitrators shall choose one additional arbitrator, and the decision shall be a majority of all the arbitrators and shall be binding.

Section 7.8 Villa Parcels: Party Walls; General Rules of Law to Apply. Each wall (including a fence, if any) which is built as a part of a Unit upon a Villa Parcel and placed on the common boundary line of two adjacent Villa Parcels shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Section 7.8, the general rules of law in the State of Florida regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(a) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners of Villa Parcels abutting same.

(b) Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner of an adjoining Villa Parcel may restore it, and in the event the cost thereof is in excess of the insurance proceeds, the Owner of the other adjoining Villa Parcel shall contribute equally to pay such excess without prejudice, subject, however, to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

(c) Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

(d) Rights to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Section 7.8 shall be appurtenant to the land and shall pass to such Owner's successors in title. If any Owner shall neglect or refuse to pay his share under the provisions of this Article, any other affected owner is entitled to file a lien in the Public Records on the Villa Parcel of the defaulting Owner in the amount of such share plus attorneys' fees and costs, which may be foreclosed in the same manner as a lien of a mortgage.

(e) Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Section 7.8, any party may request the Board of Directors to settle the dispute, and the Board's decision shall be binding; provided, however, that the Board may elect not to act in this capacity, in which case each party shall choose an arbitrator and such arbitrators

Order: 11221122 Page 26 of 87 Requested By: garrison.barolet, Printed: 12/2/2024 4:43 PM
Doc: FLLEEX:2005 00046532

shall choose one additional arbitrator, and the decision shall be a majority of all the arbitrators and shall be binding.

(f) Alterations. The Owner of any Villa Parcel sharing a party wall with an adjoining Villa Parcel shall not possess the right to cut windows or other openings in the party wall, nor make any alterations, additions or structural changes in the party wall without consent from the Owner of such adjoining Villa Parcel.

(g) Perpetual Use. Each party wall is and shall remain a party wall for the perpetual use and benefit of the respective owners of the Villa Parcels being served, their heirs, assigns, successors and grantees, said Villa Parcels being conveyed subject to this condition and this condition shall be construed to be a covenant running with the land in perpetuity.

(h) Mortgagees Protections. So long as there shall be a mortgage or mortgages upon any Villa Parcels, the provisions of this Section 7.8 shall not be modified, abandoned, or extinguished as to that Villa Parcel without the consent of such mortgagee. If a Villa Parcel Owner shall give, or shall have given, a mortgage or mortgages upon his Villa Parcel, then the mortgagee shall have the full right at its option to exercise the rights of its mortgagor as an Owner hereunder and, in addition, the right to add to the outstanding balance of such mortgage any amounts paid by the mortgagee for repair hereunder and not reimbursed to said mortgagee by the Villa Parcel Owner.

(i) Right of Access. In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent Villa Parcels shall not be deemed a trespass so long as the repairs and reconstruction shall be done in a workmanlike manner and consent is hereby given to enter on the adjacent Villa Parcel to effect necessary repairs and reconstruction.

(j) Location of Reconstruction. Whenever a party wall or any part thereof shall be rebuilt, it shall be erected in the same manner and at the same location where it shall initially be constructed and shall be the same size and of the same or similar materials and of like quality.

ARTICLE VIII
CERTAIN RESTRICTIONS, EASEMENTS, RULES AND REGULATIONS

Section 8.1 Applicability. The provisions of this Article VIII shall be applicable to all of The Properties and the use thereof, but shall not be applicable to Acacia, so long as the Option Agreement is in effect, or Developer, any of its designees, any builders who purchase their respective Lots from Developer, or other property owned by Developer or the aforesaid parties as may be designated by Developer.

If requested by any interested party, Developer shall give a written statement as to whether any particular person or entity is exempt from the provisions of this Article and to what property and for what period of time such exemption applies. The party receiving such statement

Order: 11221122 Page 27 of 87 Requested By: garrison.barolet, Printed: 12/2/2024 4:43 PM
Doc: FLLEEX:2005 00046532

shall be entitled to rely thereon and such statement shall be binding on Developer, the Master Association, all Condominium Associations and all other relevant persons and entities.

Section 8.2 Land Use and Building Type. No Lot or Unit shall be used except for residential purposes. No building constructed on a Lot shall be used except for residential purposes except for such ancillary or other commercial uses as applicable zoning codes and other laws and ordinances may permit to be made of otherwise residential buildings. However, without limiting the generality of Section 8.1 above, temporary uses by Developer and designees for model homes, sales displays, parking lots, sales offices and other offices, or any one or any combination of such uses, shall be permitted until permanent cessation of such uses takes place. No changes may be made in buildings erected or approved by Developer (except if such changes are made by Developer) without the consent of Developer, the ARB or its Condominium Association counterpart, as appropriate and as provided herein.

Section 8.3 Easements. Easements for installation and maintenance of utilities, irrigation, and Community Systems are reserved as shown on the recorded Plat of Reflection Isles and as provided herein or otherwise of record. The area of each Lot or Unit covered by an easement and all improvements in the area shall be maintained continuously by the Owner of the Lot or Unit, except as provided herein to the contrary and except for installations for which a public authority or utility company is responsible. The appropriate water and sewer authority, electric utility company, telephone company, the Master Association, the applicable Condominium Association and Developer and their respective successors and assigns, shall have a perpetual easement for the installation and maintenance of all underground water lines, sanitary sewers, storm drains, electric, telephone, irrigation and Community System lines, cables and conduits, under and through the utility easements as shown on the Plat of Reflection Isles.

Section 8.4 Nuisances. No noxious, offensive or unlawful activity shall be carried on upon The Properties, nor shall anything be done thereon which may be or may become an annoyance or nuisance to other Owners.

ALL PERSONS ARE REFERRED TO ARTICLE XIII, SECTION 13.12 HEREOF WITH RESPECT TO CERTAIN ACTIVITIES OF DEVELOPER.

Section 8.5 Temporary Structures. No structure of a temporary character, or trailer, mobile home or recreational vehicle, shall be permitted on any Lots within The Properties at any time or used at any time as a residence, either temporarily or permanently, except by Developer during construction. No gas tank, gas container or gas cylinder shall be permitted to be placed on or about the outside of any Unit or on or about any ancillary building, except for one (1) gas cylinder (not to exceed 20 lbs. capacity) connected to a barbecue grill.

Section 8.6 Signs. No sign of any kind shall be displayed to the public view on any Lot or Unit except only one sign of not more than one (1) square foot used to indicate the name of the resident or one sign of not more than one (1) square foot advertising the property for sale or for rent (in locations and in accordance with applicable design standards) or any sign used by

Order: 11221122 Page 28 of 87 Requested By: garrison.barolet, Printed: 12/2/2024 4:43:07
Doc: FLLEEX:2005 00046532

Developer to advertise during the construction and sales period. No sign of any kind shall be permitted to be placed inside a Unit or on the outside walls of such Unit or on any fences on The Properties, nor on the Common Areas, nor on dedicated areas, nor on entryways or any vehicles within The Properties, except such as are placed by Developer. Without limiting the generality of Article XI hereof, in the event that similar requirements of a Condominium Association are more restrictive than those set forth herein, such more restrictive requirements shall supersede and control.

Section 8.7 Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in The Properties, nor on dedicated areas, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in The Properties. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the land subject to these restrictions. Without limiting the generality of Section 8.1 of this Article, this Section 8.7 shall not apply to any person, entity or property described in said Section 8.1. ALL PERSONS ARE REFERRED TO ARTICLE XIII, SECTION 13.12 HEREOF WITH RESPECT TO CERTAIN ACTIVITIES OF DEVELOPER.

Section 8.8 Pets, Livestock and Poultry. No animals, reptiles, wildlife, livestock or poultry of any kind shall be raised, bred or kept on any Lot or in any Unit, except that no more than two (2) household pets may be kept in a Unit, provided they are not kept, bred or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any neighbor by reason of barking or otherwise. No dogs or other pets shall be permitted to have excretions on any Common Areas, except areas designated by the Master Association, and Owners shall be responsible to clean up any such improper excretions. For purposes hereof, "household pets" shall mean dogs, cats and other animals expressly permitted by the Master Association, if any. Pets shall also be subject to all applicable rules and regulations. Nothing contained herein shall prohibit the keeping of fish or domestic (household-type) birds, as long as the latter are kept indoors and do not become a source of annoyance to neighbors.

Section 8.9 Visibility at Intersections. No obstruction to visibility at street intersections or Common Area intersections shall be permitted.

Section 8.10 Commercial Trucks, Trailers, Campers and Boats. Subject to the rules and regulations as the Master Association may, from time to time, promulgate, no truck or commercial vehicle of any kind shall be permitted to be parked or stored within The Properties unless parked inside a garage at all times. The foregoing restriction shall not be deemed to prohibit the temporary parking of commercial vehicles on The Properties while making delivery to or from, or while used in connection with providing services within The Properties. For purposes hereof, a vehicle will be deemed commercial if commercial lettering or signs are painted to or affixed to the vehicle, or if commercial equipment is placed upon the vehicle, or if the vehicle is a truck, recreational vehicle, camper, trailer, or other than a vehicle manufactured as a private passenger vehicle. Motorcycles are not permitted except with the prior written

Order: 11221122 Page 29 of 87 Requested By: garrison.barolet, Printed: 12/2/2024 4:43:08 PM
Doc: FLLEEX:2005 00046532

consent of the Master Association, which may be withdrawn at any time, and any permitted motorcycle must be equipped with appropriate noise muffling equipment so as the operation of same does not create an unreasonable annoyance to the Owners within The Properties. All vehicles parked within The Properties must be in good condition, and no vehicle which is unlicensed or which cannot operate on its own power shall remain within The Properties for more than twenty-four (24) hours, and no major repair of any vehicle shall be made on or within The Properties.

Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the rules and regulations now or hereafter adopted may be towed by the Master Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of 24 hours from the time a notice of violation is placed on the vehicle. The Master Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing; and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean campers, mobile homes and trailers. An affidavit of the person posting the aforesaid notice stating that it was properly posted shall be conclusive and irrebuttable evidence of proper posting.

Section 8.11 Garbage and Trash Disposal. No garbage, refuse, trash or rubbish shall be deposited except in locations as permitted by the Master Association. The requirements from time to time of the applicable governmental authority, trash collection company or the Master Association (which may, but shall not be required to, provide solid waste removal services) for disposal or collection of waste shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All solid waste containers shall comply with applicable Condominium Association restrictions and the standards adopted by the Master Association (or the ARB) for such containers (the latter to control over the former in the event of conflict).

Section 8.12 No Drying. No clothing, laundry or wash shall be aired or dried outside on any portion of The Properties.

Section 8.13 Unit Air Conditioners and Reflective Materials. No air conditioning units may be mounted through windows or walls. No building shall have any aluminum foil placed in any window or glass door or any reflective substance or other materials (except standard window treatments) placed on any glass, except such as may be approved by the ARB or its equivalent for energy conservation purposes.

Section 8.14 Exterior Antennas, etc. Unless prohibited by law, no exterior antennas, satellite dishes or similar equipment shall be permitted on any Residential Lot or improvement thereon other than satellite dishes eighteen (18) inches or less in diameter and which satellite dishes meet the requirements of and are approved by the ARB prior to installation.

Order: 11221122 Page 30 of 87 Requested By: garrison.barolet, Printed: 12/2/2024 4:43 PM
Doc: FLLEEX:2005 00046532

Section 8.15 Chain Link Fences. No chain link fences shall be permitted on any Lot or portion thereof, unless installed by Developer during construction periods or as otherwise approved by Developer.

Section 8.16 Renewable Resource Devices. Nothing in this Master Declaration shall be deemed to prohibit the installation of energy devices based on renewable resources (e.g., solar collector panels); provided, however, that same shall be installed only in accordance with the reasonable standards adopted from time to time by the ARB or its Condominium Association counterpart, whichever then has jurisdiction over such matters. Such standards shall be reasonably calculated to maintain the aesthetic integrity of The Properties without making the cost of the aforesaid devices prohibitively expensive.

Section 8.17 Trees, Shrubs and Artificial Vegetation. After conveyance of a Lot or Unit, no tree or shrub, the trunk of which exceeds two (2) inches in diameter, may be cut down, destroyed or removed from a Lot or any condominium common elements without the prior express written consent of the ARB. No artificial grass, plants or other artificial vegetation, or sculptural landscape decor, shall be placed or maintained upon the exterior portion of any Unit without the aforesaid ARB consent.

Section 8.18 Irrigation. At such time as the City of Fort Myers provides written notice to the Developer or the Master Association that "reuse" water is available for irrigation purposes to The Properties, all irrigation of The Properties shall be provided by such "reuse" water, and all use of groundwater and/or potable water for irrigation purposes shall be discontinued. All irrigation to any portion of The Properties must be accomplished through use of the master irrigation system proposed to be established by Developer (the "Master Irrigation System"). The Master Irrigation System shall provide for pipes and conduits up to the point of connection to an individual Lot and shall be maintained by the Master Association. Any and all pipes, conduits and sprinklers, installed and/or located on an individual Lot shall be maintained by the individual Lot Owner or applicable Condominium Association. Irrigation from any source other than the Master Irrigation System, including but not limited to private wells, is prohibited. In addition, all Lots must be irrigated with an underground automatic sprinkler system. Provided, however, that Developer, in its sole discretion, may determine that such Master Irrigation System is not desirable or feasible, in which case water supply for the individual sprinkler systems serving each Lot may be provided by alternate sources, as so determined by Developer; however, any alternate source of irrigation shall utilize the "reclaimed" water provided to The Properties by the City of Fort Myers, when same is made available. All irrigation shall comply with any irrigation plan for Reflection Isles or any appropriate portion thereof. Any party who violates this Section shall be financially and otherwise responsible (and may be specially assessed) for any negative impact on water quality, water level or vegetation control caused by such violation.

Section 8.19 Exterior Lighting. All exterior lighting shall be subject to prior approval by the ARB.

Order: 11221122 Page 31 of 87 Requested By: garrison.barolet, Printed: 12/2/2024 4:43 PM
Doc: FLLEEX:2005 00046532

Section 8.20 Games and Play Structures. All play structures (except basketball backboards) shall be located at the rear of the Lot, or on the inside portion of corner Lots within the setback lines. No platform, doghouse, playhouse or structure of a similar kind or nature (except basketball backboards) shall be constructed on any part of a Lot located in front of the rear line of any Unit(s) constructed on the Lot, and any such structure must have the prior approval of the ARB.

Section 8.21 Fences and Walls. All fences and walls shall be a maximum of four (4) feet in height, and shall be constructed of aluminum with a bronze finish. The composition, location, color and height of any fence or wall to be constructed on any Lot is subject to the prior written approval of the ARB.

Section 8.22 Screen Enclosures. All screen enclosures, including but not limited to screen enclosures for lanais and swimming pools, shall have a bronze finish. The installation of any screen enclosure to be constructed on any Lot is subject to the prior written approval of the ARB.

Section 8.23 Mailboxes. No mailbox, paperbox or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar material shall be erected on any Lot without the approval of the ARB as to style and location. If and when the United States Postal Service or the newspaper or newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to Units, each Owner, at the request of the ARB, shall replace the boxes of receptacles previously employed for such purpose or purposes with wall receptacles attached to dwellings.

Section 8.24 Utility Connections. Permanent building connections for all utilities installed after the date hereof, including, but not limited to, water, electricity, telephone and television, shall be run underground from the proper connecting points to the building structure in such a manner to be acceptable to the governing utility authority. The foregoing shall not apply, however, to transmission lines, transformers and other equipment installed by public utility companies or as part of the Community Systems.

Section 8.25 Off-Street Motor Vehicles. No motorized vehicle may be operated off of paved roadways and drives except as specifically approved in writing by the Master Association for the purpose of maintenance, construction or similar purposes and except as operated by the Master Association or its contractors, subcontractors or designees.

Section 8.26 Storage and Meter Areas. All storage areas of any kind upon any Lot, and all meter and similar areas located upon the Lot, shall be completely screened from view from the exterior of the Lot.

Section 8.27 Rental and Leasing. No portion of a Unit (other than the entire Unit) may be rented. All leases shall be in writing and shall provide that the Master Association has the right to terminate the lease upon default by the tenant in observing any of the provisions of this

Order: 11221122 Page 32 of 87 Requested By: garrison.barolet, Printed: 12/2/2024 4:43 PM
Doc: FLLEEX:2005 00046532

Master Declaration, the Articles of Incorporation and By-Laws of the Master Association, applicable rules and regulations, or other applicable provisions of any agreement, document or instrument governing The Properties. Leasing of Units may also be subject to the prior written approval of the Master Association, and the Master Association may deny permission to lease any Unit on any reasonable grounds the Master Association may find. No lease shall be approved for a term of less than thirty (30) days. The Master Association shall have the right to adopt reasonable rules and regulations further governing the rental or leasing of Units within The Properties, including, without limitation, establishing limits upon the frequency of rentals or leases. The rules and regulations governing rentals or leases may vary on the basis of building types (single family, multi-family, etc.) as the Board of Directors of the Master Association, in its discretion, deems appropriate.

Section 8.28 Condominium Associations. All of the restrictions, requirements and obligations set forth in this Article shall apply to all Condominium Associations, their common elements (and all improvements thereto) and references to activities or practices of Owners shall be deemed to include activities or practices of the Condominium Association (regardless of where same occur).

Section 8.29 Additional Use Restrictions. The Board of Directors of the Master Association may adopt such additional use restrictions, rules or regulations, applicable to all or any portion or portions of The Properties, and to waive or modify application of the foregoing use restrictions with respect to any Lot(s) or Unit(s), as the Board of Directors of the Master Association, in its sole discretion, deems appropriate.

Section 8.30 Amendment. For so long as Developer owns a Lot or Unit, no amendment may be made to this Article VIII without its prior express written consent.

Section 8.31 Required Consent from Acacia. Notwithstanding anything in this Master Declaration to the contrary, as long as the Option Agreement remains in effect, any subdivision or replat of The Properties, or any portion thereof, or resubdivision of any Lot, shall require the prior written consent of Acacia. Further, as long as the Option Agreement remains in effect, no other covenants, conditions, restrictions or easements shall be recorded by Developer, any Owner or other person against any Lot, Unit or other portion of The Properties without the provisions thereof having been first approved in writing by Acacia. Any plat or replat of The Properties, any resubdivision of any Lot, and any covenants, conditions, restrictions or easements recorded without such approval of Acacia being evidenced thereon shall be null and void.

ARTICLE IX
COMPLIANCE AND ENFORCEMENT

Section 9.1 Compliance by Owners. Every Owner and Condominium Association and his/its tenants, guests, invitees, officers, employees, contractors, subcontractors and agents shall comply with any and all rules and regulations adopted by the Master Association as

Order: 11221122 Page 33 of 87 Requested By: garrison.barolet, Printed: 12/2/2024 4:43 PM
Doc: FLLEEX:2005 00046532

contemplated herein as well as the covenants, conditions and restrictions of this Master Declaration, and all governmental and/or quasi-governmental laws, ordinances or orders.

Section 9.2 Enforcement. Failure to comply with any of such rules or regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief or any combination thereof. The Master Association shall also have the right to suspend rights to use Common Areas as specified herein. The offending party shall be responsible for all costs of enforcement, including attorneys' fees actually incurred and court costs, through and including the appellate level.

Section 9.3 Fines and Suspensions. In addition to all other remedies, and to the maximum extent lawful, in the sole discretion of the Board of Directors of the Master Association, a fine or fines, or a suspension of the right to use the Common Areas and facilities for a reasonable period of time, may be imposed upon an Owner, or any tenant, guest or invitee, for failure of an Owner, or any of the other parties described in Section 9.1, above, to comply with this Master Declaration or with any rule or regulation, provided the following procedures are adhered to:

(a) Notice: The Master Association shall notify the person or entity sought to be fined or suspended of the infraction or infractions. Included in the notice shall be the date and time of a special meeting of a committee of at least three (3) Members appointed by the Board of Directors who are not officers, directors or employees of the Master Association, or the spouse, parent, child, brother or sister of an officer, director or employee of the Master Association at which time the person or entity sought to be fined or suspended shall present reasons why fines should not be imposed. At least fourteen (14) days' notice of such meeting shall be given.

(b) Hearing: The alleged non-compliance shall be presented to the committee as set forth in subsection 9.3(a) above, after which the committee shall hear reasons why a fine or suspension should not be imposed. The person or entity sought to be fined or suspended shall have a right to be represented by counsel and to cross-examine witnesses. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed.

(c) Amounts of Fines: The Board of Directors (if its committee's findings are made against the person or entity sought to be fined or suspended) may impose a fine against the person or entity sought to be fined against the Lot owned by the Owner not in excess of One Hundred Dollars ($100.00) per violation, per day, or any other amount as allowable by law.

(d) Payment of Fines: Fines shall be paid not later than five (5) days after notice of the imposition or assessment of the penalties.

(e) Application of Fines: All monies received from fines shall be allocated as directed by the Board of Directors.

Order: 11221122 Page 34 of 87 Requested By: garrison.barolet, Printed: 12/2/2024 4:43 PM
Doc: FLLEEX:2005 00046532

(f) Relation to Assessments: The requirements of this subsection do not apply to the imposition of suspensions or fines upon any Member or Owner because of the failure of the Member or Owner to pay assessments or other charges when due if such action is authorized by this Master Declaration, the Articles or By-Laws.

(g) Right to Ingress and Egress: Suspension of Common Area use rights shall not impair the right of a Member, an Owner or tenant of a Lot to have vehicular and pedestrian ingress to and egress from the Lot, including, but not limited to, the right to park.

(h) Non-exclusive Remedy: These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Master Association may be otherwise legally entitled; however, any fine paid by the offending Owner or Condominium Association shall be deducted from or offset against any damages which the Master Association may otherwise be entitled to recover by law from such Owner or Condominium Association.

ARTICLE X
DEVELOPMENT AND ARCHITECTURAL REVIEW; GENERAL POWERS

The following provisions of this Article X are subject to those of Article XI hereof.

Section 10.1 Purpose of Architectural Review Board. An Architectural Review Board (ARB) will be established by Developer to review all projects within Reflection Isles. The primary goal of the ARB is to review the application, plans, specifications, materials, and samples submitted to determine if the proposed submittal conforms in appearance and construction criteria set forth by the ARB.

The ARB does not seek to restrict individual taste or preferences. In general, its aim is to avoid harsh concepts in the landscape and architectural themes of Reflection Isles and to foster compatible design so that there is a harmony between neighboring residences. The ARB intends to be objective in the design review process and to maintain reasonableness to the individual aspects of design.

Section 10.2 Members of ARB. The Architectural Review Board of the Master Association, which is sometimes referred to in this Master Declaration as the "ARB", shall initially consist of three (3) members. The initial members of the ARB shall consist of persons designated by Developer. Members will be selected to create a balance of lay people and professionals with experience in architecture, construction and landscaping. Each of the initial members shall hold office until all Lots and improvements planned for Reflection Isles have been constructed and conveyed (if appropriate), or sooner at the option of Developer, whereupon Developer shall assign all the rights, duties, powers and obligations of the ARB to the Master Association. Thereafter, each new member of the ARB shall be appointed by the Board of Directors of the Master Association and shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided herein. Members of the ARB may be removed at any time without cause. The Board of Directors shall have the right to

Order: 11221122 Page 35 of 87 Requested By: garrison.barolet, Printed: 12/2/2024 4:43 PM
Doc: FLLEEX:2005 00046532

change the number of, and appoint and remove all members of the ARB, except those initially appointed by Developer and their replacements. Notwithstanding the foregoing, as long as TOUSA is the Developer and the Option Agreement is in effect, TOUSA may not, without the prior written consent of Acacia, assign to the Master Association its rights, duties, powers and obligations of the ARB, and any such assignment without such approval of Acacia shall be null and void.

The members of the ARB may be compensated for their services as such, in which event such compensation shall be a Common Expense of the Master Association. The ARB may, with the approval of the Board of Directors of the Master Association as to amounts, require the payment of a non-refundable filing fee as a condition to the consideration of any matter presented to it, such fees to be applied to the compensation of the ARB member and other expenses of the ARB (including, without limitation, overhead, development review, enforcement and other Master Association expenses reasonably allocable to the ARB).

Section 10.3 Responsibilities of ARB. On behalf of Master Association, the Architectural Review Board is empowered to perform the following services:

(a) To establish architectural motifs and exterior architectural theme.

(b) To establish architectural review criteria.

(c) To review all applications to the ARB for compliance with architectural review criteria and with this Master Declaration.

(d) To assure compatible architectural standards and harmonious relationships with neighboring properties.

(e) To enforce the provisions of this Master Declaration by any legal or equitable remedy.

(f) To monitor violations of architectural review criteria and notify Developer and the Board of Directors of the Master Association for appropriate action.

(g) To amend architectural review criteria as may be required from time to time.

(h) To contact those persons who have made application to the ARB whose plans and specifications have been disapproved and to provide reasonable assistance and recommendations for adjustments to bring applications into compliance with criteria and covenants.

(i) To maintain copies of applications to the ARB, architectural documents and related records.

Order: 11221122 Page 36 of 87 Requested By: garrison.barolet, Printed: 12/2/2024 4:43 PM
Doc: FLLEEX:2005 00046532

(j) To make information available regarding activities of the Architectural Review Board and changes in criteria as they may occur. These changes include, but are not limited to, the following:

(i) Roof design.
(ii) Fences, walls and similar structures.
(iii) Exterior building materials and colors.
(iv) Exterior landscaping.
(v) Exterior appurtenances relating to development and utility installations.
(vi) Signs and graphics, mailboxes and exterior lighting.
(vii) Building setbacks, side yards and related height and design criteria.
(viii) Pedestrian and bicycle ways, sidewalks and pathways.
(ix) All buildings, landscaping and improvements on lands owned or controlled by the Master Association or any Condominium Association, including recreational facilities.
(x) Driveways.
(xi) Any other services reasonably dictated by the Master Association for the ARB to provide.

In addition to the power and duties set forth in this Article X, the ARB shall have the right and duty to enforce such development review, architectural control, maintenance and other requirements and restrictions imposed on any portion of Reflection Isles by Developer, by way of specific deed restrictions or contract, as Developer shall, in its sole discretion, if at all, elect to have enforced (subject at all times to Developer's right to modify or revoke such right and duty). Such election may be made by Developer in the applicable deed restrictions or by way of an exclusive or non-exclusive assignment of Developer's rights to enforce same. Further, Developer may provide for specific criteria and procedures to be used by the ARB in such regard (subject to later modification); absent such provision, the ARB is to proceed in the manner set forth in this Article. Unless otherwise specifically provided by Developer in the applicable instrument, the rights and duties of the ARB shall not be delegable to a Condominium Association.

Section 10.4 Review of Proposed Construction. No construction shall be allowed to commence within Reflection Isles unless it fully complies with all provisions and applicable development and building codes, zoning ordinances and any other appropriate governmental regulation. No construction shall be allowed to commence within Reflection Isles unless all required permits have been obtained from all pertinent and applicable public, governmental or quasi-governmental agencies, and all required fees have been paid. Any development standard or any proposed land use not specifically referred to in this Master Declaration shall be subject to the regulations and approval of the ARB and of Lee County or any other public, governmental or quasi-governmental authority which has jurisdiction over Reflection Isles. Any future request by an Owner within Reflection Isles for modification of existing structures, new additions or alterations shall be subject to the regulation and approval of both the ARB and/or Lee County, if applicable.

Order: 11221122 Page 37 of 87 Requested By: garrison.barolet, Printed: 12/2/2024 4:43 PM
Doc: FLLEEX:2005 00046532

In general, the ARB shall be concerned with modifications to the following areas:

(a) buildings/patios/courtyards (including screening).
(b) signs.
(c) outside lighting.
(d) fences.
(e) hedges.
(f) exterior walls.
(g) walks/driveways.
(h) exterior doors.
(i) windows.
(j) pools.
(k) any other structures or plantings to be constructed, erected, removed, planted or maintained.

Subject to Section 10.11 below, no building, fence, wall or other structure or improvement (including, but not limited to, landscaping, hurricane protection, basketball hoops, birdhouses, other pet houses, asphalting or other improvements or changes thereto of any kind) shall be commenced, altered, removed, painted, erected or maintained in The Properties, nor shall any addition, removal, change or alteration (including paint or exterior finishing) visible from the exterior of any Unit be made, nor shall any awning, canopy or shutter be attached to or placed upon outside walls or roofs of buildings or other improvements, unless and until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to, and approved in writing by, the ARB.

An Owner seeking review by the ARB shall submit to the ARB two (2) complete sets of plans and specifications of the proposed construction or modification solely at Owner's cost and expense. These plans and specifications shall be prepared by an architect, landscape architect, engineer, builder or other person found to be qualified by the ARB. The ARB shall have the right to request additional information, if, in its opinion, the information submitted is incomplete or insufficient. Submittals shall be accepted the first and third Wednesday of each month.

The ARB shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alteration, removal or addition contemplated thereby in the location(s) indicated will not be detrimental to the appearance of Reflection Isles as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and is otherwise desirable. The ARB may condition its approval of proposals and plans and specifications as it deems appropriate, and may require submission of additional plans and specifications at Owner's sole cost and expense or other information prior to approving or disapproving material submitted. The ARB may also issue rules or guidelines setting forth additional procedures for the submission of plans for approval. The ARB may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples

Order: 11221122 Page 38 of 87 Requested By: garrison.barolet, Printed: 12/2/2024 4:43 PM
Doc: FLLEEX:2005 00046532

of exterior materials and colors. Until receipt by the ARB of all required plans and specifications, the ARB may postpone review of any plans submitted for approval. Upon such receipt, the ARB shall have forty-five (45) days in which to accept or reject any proposed plans and if the ARB does not reject same within such period, said plans shall be deemed approved. The ARB herein shall be the ultimate deciding body and its decisions shall take precedence over all others.

After approval by the ARB, all improvements shall be completed within a reasonable time from commencement of the improvement. The ARB may establish, but is not required to establish, a specific time for completion of construction as a condition of its approval.

If approval or disapproval of any plan is not received within 45 days after written request is delivered to the ARB by the Owner or Owner's Agent, then no approval by the ARB shall be required. In no event may any modification be allowed to remain which violates any of this Master Declaration, or which violates any zoning or building ordinance or regulation.

In the event approval is denied by the ARB, the Owner may request a hearing before the ARB to justify its position. The ARB may attempt to work with the Owner to suggest alternative methods that will accomplish the Owner's objectives and also meet with ARB approval; provided, however, without limiting the generality of Section 10.9 hereof, the ARB is not liable for design or engineering criteria and Owner shall be solely responsible for same.

The ARB may render its decision within ten (10) days after the appeal has been heard and the decision of the ARB shall be binding on the Owner.

All changes and alterations shall also be subject to all applicable permit requirements and to all applicable governmental and/or quasi-governmental laws, statutes, ordinances, rules, regulations, orders and decrees.

The ARB may require the payment of fees by a party requesting its approval hereunder, whereby such fees may be applied to ARB-related costs, expenses and salaries at the discretion of the ARB.

The provisions of this Article shall apply not only to Lots and Units, but also to common elements of Condominium Associations.

Section 10.5 Meetings of the ARB. The ARB shall meet from time to time as necessary to perform its duties hereunder, and to review applications received within thirty (30) days of receipt. The ARB may from time to time, by resolution unanimously adopted in writing, designate a ARB representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the ARB, except the granting of variances pursuant to Section 10.10 hereof. In the absence of such designation, the vote of any two (2) members of the ARB shall constitute an act of the ARB.

Order: 11221122 Page 39 of 87 Requested By: garrison.barolet, Printed: 12/2/2024 4:43 PM
Doc: FLLEEX:2005 00046532

Section 10.6 No Waiver of Future Approvals. The approval of the ARB of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ARB, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatsoever, subsequently or additionally submitted for approval or consent.

Section 10.7 Compensation of Members. The members of the ARB shall be entitled to receive compensation for services rendered and reimbursement for expenses incurred by them in the performance of their duties hereunder.

Section 10.8 Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

(a) Upon the completion of any work for which approved plans are required under this Article, the applicant (who may be an Owner or an appropriate Condominium Association) for such approval (the "Applicant") shall give written notice of completion to the ARB.

(b) Within sixty (60) days thereafter, the ARB or its duly authorized representative may, but is not required to, inspect such improvement. If the ARB finds that such work was not effected in substantial compliance with the approved plans, it shall notify the Applicant in writing of such noncompliance within such sixty (60) day period, specifying the particulars of noncompliance, and shall require the Applicant to remedy the same.

(c) If, upon the expiration of thirty (30) days from the date of such notification, the Applicant shall have failed to remedy such noncompliance, the ARB shall then determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Applicant shall remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the ARB ruling. If the Applicant does not comply with the ARB ruling within such period, the ARB shall have the authority to, at its option, (i) impose penalties as follows: (a) cash fine of $100.00 per day and/or (b) stop work order; (ii) remove the noncomplying improvement, or (iii) remedy the noncompliance, and the Applicant shall reimburse the Master Association, upon demand, for all fines, expenses incurred in connection therewith, plus an administrative charge to be determined by the Master Association (to cover the Master Association's administrative expenses in connection with the foregoing and to discourage the Applicant from failing to so comply).

(d) If for any reason the ARB fails to notify the Applicant of any noncompliance within sixty (60) days after receipt of said written notice of completion from the

Order: 11221122 Page 40 of 87 Requested By: garrison.barolet, Printed: 12/2/2024 4:43 PM
Doc: FLLEEX:2005 00046532

Applicant, the improvement shall be deemed to have been made in accordance with said approved plans.

Section 10.9 Limitation of Responsibilities and Waiver of ARB Members. The primary role of the ARB is to review the applications, plans, specifications, materials, and samples submitted and to determine if the proposed modifications conform in appearance and construction criteria with the standards and policy as set forth by the ARB. The ARB does not assume responsibility for construction, including but not limited to the following:

(a) The structural adequacy, capacity or safety features of the proposed improvement or structure.

(b) Soil erosion, uncompactable or unstable soil conditions.

(c) Compliance with any and all building codes, safety requirements, governmental laws, regulations and ordinances.

(d) Performance or quality of work or any contractor or subcontractor.

Neither the ARB nor any member thereof, nor its duly authorized representative, nor Developer or Acacia, shall be liable to the Master Association, any Condominium Association, or to any Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance or non-performance of the ARB's duties hereunder. The ARB shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition solely on the basis of aesthetic considerations and the benefit or detriment which would result to the immediate vicinity and to Reflection Isles. The ARB shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, or warranty as to, any plan or design from the standpoint of structural safety or conformance with building or other codes. The ARB and Developer do not determine or assume any responsibility for the quality of construction or structural soundness of any improvements, and no obligation or liability relating to construction of any improvements shall result from review or approval of any plans by the ARB and/or Developer. Furthermore, the ARB and/or Developer do not evaluate plans to determine whether the plans satisfy all applicable governmental requirements.

Section 10.10 Variance. The ARB may authorize variances from compliance with any of the architectural provisions of this Master Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations require so long as such variances do not conflict with any law or ordinance without first obtaining appropriate governmental or quasi-governmental approvals, as applicable. Such variances must be evidenced in writing which must be signed by at least a majority of the members of the ARB. If such variances are granted, no violation of the covenants, conditions and restrictions contained

Order: 11221122 Page 41 of 87 Requested By: garrison.barolet, Printed: 12/2/2024 4:43 PM
Doc: FLLEEX:2005 00046532

in this Master Declaration shall be deemed to have occurred with respect to the matters for which the variances were granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Master Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental, laws and regulations, including, but not limited to, zoning ordinances and set-back lines or requirements imposed by any governmental, quasi-governmental or municipal authority, nor to obtain a similar variance from Condominium Associations or architectural review boards having jurisdiction.

Section 10.11 Exemptions. Acacia (so long as the Option Agreement is in effect) and Developer and its designees shall be exempt from the provisions hereof with respect to improvements, alterations and additions and removals desired to be affected by any of them and shall not be obligated to obtain ARB approval for any construction or changes which any of them may elect to make at any time.

Section 10.12 Condominium Associations. Notwithstanding any exercise of any development review/architectural control functions as to Units or common elements by a Condominium Association pursuant to a delegation made by the Master Association, the ARB shall exercise, and every Condominium Association shall be bound by, the provisions, requirements and procedures of this Article X, which shall at all times apply to all Condominium Associations and their common elements.

Section 10.13 General Powers of the Master Association. The Master Association (and the ARB, as appropriate) shall have the absolute power to veto any action taken or contemplated to be taken, and the Master Association shall have the absolute power to require specific action to be taken, by any Condominium Association or Owner in connection with applicable sections of Reflection Isles. Without limiting the generality of the foregoing, the Master Association (and the ARB, as appropriate) may veto any decision of any Condominium Association (or other committee thereof), and the Master Association may require specific maintenance or repairs or aesthetic changes to be effected, require that a proposed budget include certain items and that expenditures be made therefore, veto or cancel any contract providing for maintenance, repair or replacement of the property governed by such Condominium Association and otherwise require or veto any other action as the Master Association deems appropriate from time to time.

For this purpose, any proposed action not made in the ordinary day-to-day operations of the Condominium Association and not consistent with the Master Association or ARB approved practices must first be brought to the attention of the Master Association by written notice, and no such action shall be effected until approved by the Master Association or the ARB, as appropriate, in writing, but if not so approved, such proposed action shall not be effected. Any action required by the Master Association in a written notice to be taken by a Condominium Association shall be taken within the time frame set by the Master Association in such written notice. If the Condominium Association fails to comply with the requirements set forth in such written notice, the Master Association shall have the right to effect such action on behalf of the Condominium Association and shall assess the Units governed by the Condominium Association

Order: 11221122 Page 42 of 87 Requested By: garrison.barolet, Printed: 12/2/2024 4:43:22 PM
Doc: FLLEEX:2005 00046532

for their pro-rata share of any expenses incurred by the Master Association in connection therewith, together with an administrative charge to be determined by the Master Association under the circumstances (to cover the Master Association's administrative expense in connection with the foregoing and to discourage the Condominium Association from failing to obey the requirements of the Master Association). Such assessments may be collected by special assessments hereunder and shall be subject to all lien rights provided for herein.

Order: 11221122 Page 43 of 87 Requested By: garrison.barolet, Printed: 12/2/2024 4:43 PM
Doc: FLLEEX:2005 00046532

ARTICLE XI
MASTER ASSOCIATION, CONDOMINIUM ASSOCIATIONS AND DEVELOPER

Section 11.1 Preamble. In order to ensure the orderly development, operation and maintenance of Reflection Isles and the properties subject to the administration of the Condominium Associations as integrated parts of Reflection Isles, this Article has been promulgated for the purposes of (1) giving the Master Association certain powers to effectuate such goal; (2) providing for intended (but not guaranteed) economies of scale; and (3) establishing the framework of the mechanism through which the foregoing may be accomplished.

Section 11.2 Cumulative Effect; Conflict. The covenants, restrictions and provisions of this Master Declaration shall be cumulative with those of the declarations for the Condominium Associations; provided, however, that in the event of conflict between or among any such covenants, restrictions and provisions, or any Articles of Incorporation, By-Laws, rules and regulations, policies or practices adopted or carried out pursuant thereto, those of the Condominium Associations shall be subject and subordinate to this Master Declaration. The foregoing priorities shall apply, but not be limited to, the liens for assessments created in favor of the Master Association and the Condominium Associations (as provided in Article VI hereof).

Section 11.3 Development and Architectural Review, Maintenance and Use Restrictions. The Master Association (through the ARB) shall exercise the sole architectural control/development review functions reserved in Section 11.8 hereof. Further, the ARB shall carry out the functions provided for in Article X hereof, notwithstanding the fact that a Condominium Association does likewise within its jurisdiction; provided, however, that in such case (i) any submission to the ARB shall be accompanied by the approval of the subject matter thereof by the applicable Condominium Association (so that the ARB shall not consider any submission prior to its approval by all lower applicable associations which have a right of such approval); (ii) the review period of such a submission shall be shortened to thirty (30) days; and (iii) a disapproval of the ARB shall supersede and control over an approval of a Condominium Association. The Master Association (through the ARB) shall also have such development review rights and powers as are assigned to it by Developer in connection with applicable deed restrictions, contracts or other instruments, which rights and powers shall be exclusive unless otherwise provided in the applicable assignment.

The Master Association and any Condominium Association each shall have the power to enforce their own respective use restrictions, provided that in the event of conflict, the more stringent restrictions shall control and provided further that if a Condominium Association fails to enforce its respective restrictions, the Master Association shall have the absolute right to do so and to allocate the cost thereof to the applicable Condominium Association.

Section 11.4 Collection of Assessments. The Master Association shall have the right to collect all assessments made pursuant to this Master Declaration, or may delegate same, in accordance with the procedures set forth in Article VI herein.

Section 11.5 Delegation of Other Duties. The Master Association shall have the right to delegate to a Condominium Association(s), on an exclusive or non-exclusive basis, such additional duties not specifically described in this Article as the Master Association shall deem appropriate. Such delegation shall be made by written notice to the Condominium Association, which shall be effective no earlier than thirty (30) days from the date it is given. Any delegation made pursuant hereto may be modified or revoked by the Master Association at any time.

Section 11.6 Acceptance of Delegated Duties. Whenever the Master Association delegates any duty to a Condominium Association pursuant to Sections 11.4, 11.5 or elsewhere in this Master Declaration, the Condominium Association shall be deemed to have automatically accepted same and to have agreed to indemnify, defend and hold harmless the Master Association for all liabilities, losses, damages and expenses (including attorneys' fees actually incurred and court costs, through all appellate levels) arising from or connected with the Condominium Association's performance, non-performance or negligent performance thereof.

Section 11.7 Expense Allocations. The Master Association may, by written notice given to the affected Condominium Association at least thirty (30) days prior to the end of the Condominium Association's fiscal year, allocate and assess to the Condominium Association a share of the expenses incurred by the Master Association which are reasonably allocable to the Condominium Association or the property (Units and/or common elements) under its jurisdiction, whereupon such expense shall thereafter be deemed common expenses payable by assessments of the Owners of such Condominium Association, through the Condominium Association, as provided in Article VI, Section 6.1 and 6.3 of this Master Declaration. By way of example only, the Master Association could so allocate the share of the costs of maintaining security or patrol services or street lighting and other facilities for Reflection Isles attributable to a Condominium Association (or the property within its jurisdiction) (based, for instance, on the number of lots or linear feet of roadways adjacent to the applicable property), whereupon such allocated share would become a common expense of the members of the Condominium Association and a sum payable by the Condominium Association.

In the event of the failure of a Condominium Association to budget or asses its members for, or to pay, expenses allocated to it by the Master Association, the Master Association shall be entitled to pursue all available remedies afforded same under this Master Declaration and the declaration for the Condominium Association, withhold such assessments from amounts collected on behalf of the Condominium Association (a lien on such amounts being hereby granted the Master Association for such purpose), or specially assess all Unit Owners belonging to the Condominium Association for the sums due. The exercise of one of the foregoing remedies shall not be deemed a waiver of the right to exercise any other.

The Master Association has the right, but not the obligation, to allocate expenses in the foregoing manner for community-wide patrol services, maintenance of landscaping along or within road right-of-way, and assessment collection costs.

Order: 11221122 Page 45 of 87 Requested By: garrison.barolet, Printed: 12/2/2024 4:43 PM
Doc: FLLEEX:2005 00046532

Section 11.8 Certain Reserved Functions of the Master Association. Notwithstanding anything to the contrary contained in this Master Declaration or in the declaration or similar instrument for any Condominium Association, the following powers, rights and duties (and all remedies necessary or convenient to exercise or enforce same) are hereby reserved to the Master Association and/or ARB, as appropriate (unless subsequently waived or delegated in a written instrument expressly intended to have such effect):

(a) all restrictions, requirements, duties and procedures set forth in Article VII, VIII and X of this Master Declaration as same apply to Condominium Associations and their common elements and activities within Reflection Isles;

(b) the provisions of Article VIII, Sections 8.3, 8.6, 8.11, 8.18, 8.19, 8.21, 8.24, and 8.26 as to Owners and their Lots, Units and activities within The Properties (particularly, but without limitation, as to activities within the Common Areas); and

(c) any and all provisions of this Master Declaration as to Owners and their Lots, Units and activities to the extent that a Condominium Association is initially responsible therefor but has failed to perform such responsibility.

As used in this Section, the term Owner shall include any family member, guest, tenant, agent, invitee, licensee, contractor or subcontractor of an Owner. Any action taken by the Master Association or the ARB pursuant to this Section shall not alter, waive or impair the Master Association's or ARB's right to compel a Condominium Association to take any action required of it hereunder, under its own declaration or pursuant to a delegation made pursuant to this Article, the Master Association shall have the additional, non-exclusive remedy of imposing a reasonable fine on such Condominium Association if such failure continues for more than fifteen (15) days after notice is given by the Master Association.

ARTICLE XII
INSURANCE

Section 12.1 Lots and Units. Since the Master Association is created mainly for the purpose of providing maintenance services, as herein described, there are no provisions herein as to the procuring of insurance on any Lot or Unit. Such insurance shall be obtained by each Owner or Condominium Association, if applicable. Neither the Master Association nor any Condominium Association has any obligation whatsoever regarding insurance of a Lot or Unit unless said obligation is contained in a recorded declaration of condominium.

Section 12.2 Common Areas. The Master Association shall purchase and maintain a policy of property insurance covering all the Common Areas (except land, foundation, excavation and other items normally excluded from coverage) and any common personal property and supplies owned by the Master Association. This insurance policy shall afford, as a minimum, protection against loss or damage by fire and other perils normally covered by a standard extended coverage endorsement, as well as all other perils which are customarily

Order: 11221122 Page 46 of 87 Requested By: garrison.barolet, Printed: 12/2/2024 4:43 PM
Doc: FLLEEX:2005 00046532

covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement, where such is available. This policy shall be in an amount equal to one hundred percent (100%) of current replacement cost of the Common Areas, exclusive of land, foundation, excavation and other items normally excluded from coverage. The policies may not be cancelled or substantially modified without at least ten (10) days' prior written notice to the Master Association. The Master Association shall also obtain, if available, the following special endorsements: "Agreed Amount" and "Inflation Guard Endorsement."

Section 12.3 Liability Insurance. The Association shall maintain comprehensive general liability insurance coverage covering all of its maintenance activities. The coverage shall be in the minimum amount of at least One Million Dollars ($1,000,000.00) for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Coverage shall include, without limitation, legal liability of the insured for property damage, bodily injuries and deaths of persons in connection with its maintenance activities, and legal liability arising out of lawsuits related to employment contracts of the Master Association. Such policies must provide that they may not be cancelled or substantially modified by any party, without at least ten (10) days' prior written notice to the Master Association.

Section 12.4 Fidelity Bonds. The Master Association shall maintain a blanket fidelity bond for all officers, directors, trustees and employees of the Master Association and all other persons handling or responsible for funds of or administered by the Master Association. In the event the Master Association delegates some or all of the responsibility for the handling of the funds to a management agent, such bonds are required for its officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Master Association. The amount of the fidelity bond shall be based upon best business judgment and shall not be less than the estimated maximum of funds, including reserve funds, in custody of the Master Association or the management agent, as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of such bonds be less than an amount equal to three months aggregate assessments on all Lots or Units, plus reserve funds. The fidelity bonds required herein must meet the following requirements:

(a) Fidelity bonds shall name the Master Association as an obligee;

(b) The bonds shall contain waivers by the insurers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employee", or similar terms or expressions;

(c) The premiums on all bonds required herein for the Master Association (except for premiums on fidelity bonds maintained by a management agent, or its officers, employees and agents) shall be paid by the Master Association as a Common Expense;

Order: 11221122 Page 47 of 87 Requested By: garrison.barolet, Printed: 12/2/2024 4:43 PM
Doc: FLLEEX:2005 00046532

(d) The bond shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days' prior written notice to the Master Association.

Section 12.5 Directors and Officers Errors and Omissions Insurance. The Master Association shall maintain errors and omissions insurance for all of its past and present directors and officers, including but not limited to any officer or director appointed or elected by Developer, in the minimum amount of One Million Dollars ($1,000,000.00), which insurance shall provide coverage for any acts taken or omissions made no matter when a claim is presented, and further that said insurance shall at all times contain tail coverage in order that there shall never be a gap in coverage for any act or omission by any officer or director of the Master Association.

Section 12.6 Purchase of Insurance. All insurance purchased pursuant to this Article XII shall be purchased by the Master Association for the benefit of the Master Association and the Owners and shall provide for the issuance of certificates of insurance to Owners. The policies shall provide that the insurer waives its rights of subrogation as to any claims against Owners and the Master Association, their respective servants, agents and guests. Each Owner and the Master Association hereby agree to waive any claim against each other and against other Owners for any loss or damage for which insurance hereunder is carried where the insurer has waived its rights of subrogation as aforesaid.

Section 12.7 Cost and Payment of Premiums. The Master Association shall pay the cost of obtaining all insurance hereunder, excluding only the insurance as may be purchased by individual Owners, or individual Condominium Associations, and any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof.

Section 12.8 Association as Agent. The Master Association is irrevocably appointed agent for each Owner, for each holder of a mortgage upon a Lot or Unit, and for each owner of any other interest in a Lot or Unit or the Common Areas to adjust all claims arising under insurance policies purchased by the Master Association and to execute and deliver releases upon the payment of claims.

Section 12.9 Estimates. In all instances hereunder, immediately after a casualty causing damage to the property for which the Master Association has the responsibility of maintenance and repair, the Master Association shall obtain a reliable, detailed estimate of the cost to place the damaged property in a condition as good as that before the casualty. Such cost may include professional fees and premiums for such bonds as the Board of Directors may deem necessary.

Section 12.10 Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction, or if, at any time during reconstruction or upon completion of reconstruction, the funds for the payment of the costs of reconstruction are insufficient, assessments shall be made against the Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments shall be uniform against all Owners.

Order: 11221122 Page 48 of 87 Requested By: garrison.barolet, Printed: 12/2/2024 4:43 PM
Doc: FLLEEX:2005 00046532

Section 12.11 Authority of Association. In all instances herein, except when a vote of the membership of the Master Association is specifically required, all decisions, duties and obligations of the Master Association hereunder may be made by the Board of Directors. The Master Association, its Members and Owners shall jointly and severally be bound thereby.

ARTICLE XIII
GENERAL PROVISIONS

Section 13.1 Duration. The covenants and restrictions of this Master Declaration shall run with and bind The Properties, and shall inure to the benefit of and be enforceable by Acacia (so long as the Option Agreement is in effect), Developer, the Master Association, any Condominium Association, the Owner of any land subject to this Master Declaration, the ARB and their respective legal representatives, heirs, successors and assigns, for a term of ninety-nine (99) years from the date this Master Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of 75%, and the mortgagees of 100%, of the Lots agreeing to revoke said covenants has been recorded and Developer has given its prior written consent thereto. In addition, so long as the Option Agreement remains in effect, the prior written consent of Acacia to any revocation also shall be required, and any revocation without such consent shall be null and void and of no force or effect. No such agreement to revoke shall be effective unless made and recorded three (3) years in advance of the effective date of such agreement and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken. This Section 13.1 shall not obligate or be construed to obligate Acacia or Developer, or their respective agents, representatives or employees, to undertake any affirmative action to enforce the provisions of this Master Declaration, or any provision hereof, or to undertake any remedial or corrective action with respect to any actual or asserted violation hereof.

Section 13.2 Notice. Any notice required to be sent to any Member or Owner under the provisions of this Master Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Master Association at the time of such mailing. It shall be the duty of each Condominium Association to keep the Master Association advised of the names and addresses of the Condominium Association's members and any changes therein.

Section 13.3 Enforcement. Enforcement of these covenants and restrictions shall be accomplished by means of a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure of the Master Association, Developer, Acacia, the ARB, any Condominium Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Order: 11221122 Page 49 of 87 Requested By: garrison.barolet, Printed: 12/2/2024 4:43 PM
Doc: FLLEEX:2005 00046532

Section 13.4 Severability. Invalidation of any one of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

Section 13.5 Amendment. In addition to any other manner herein provided for the amendment of this Master Declaration, the covenants, restrictions, easements, charges and liens of this Master Declaration may be amended, changed or added to at any time and from time to time (including, without limitation, in order to meet any requirements, standards or guidelines of FNMA, FHLMC, GNMA, VA or FHA as to all or any portion of Reflection Isles) upon the execution and recordation of an instrument executed by Developer alone, for so long as it holds title to any Lot or Unit affected by this Master Declaration; or alternatively, by approval at a meeting of Owners holding not less than 66-2/3% of the votes of the membership of the Master Association, provided that so long as Developer is the Owner of any Lot or Unit affected by this Master Declaration, Developer's consent must be obtained if such amendment, in the sole opinion of Developer, affects its interest. Further, notwithstanding any other provision of this Master Declaration, so long as Acacia owns any Lot or Unit in The Properties, any amendment to this Master Declaration shall require the prior written approval of Acacia. Any purported amendment without such approval shall be deemed void and of no force and effect.

Notwithstanding anything to the contrary contained herein, no amendment shall be effective which alters the rights and privileges of the South Florida Water Management District, without its written consent and joinder. Any amendment proposed to the Governing Documents which would affect the surface water management system shall be submitted to the South Florida Water Management District for a determination of whether the amendment necessitates a modification of the South Florida Water Management District permit.

Section 13.6 Conflict. This Master Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and By-Laws of the Master Association and the Articles shall take precedence over the By-Laws.

Section 13.7 Effective Date. This Master Declaration shall become effective upon its recordation in the Lee County, Florida, Public Records.

Section 13.8 Standard for Consent, Approval, Completion, Other Action and Interpretation. Whenever this Master Declaration shall require the consent, substantial completion, or other action by Developer, Acacia, the Master Association or the ARB, such consent, approval or action may be withheld in the sole and unfettered discretion of the party requested to give such consent or approval or take such action, and all matters required to be completed or substantially completed by Developer, the Master Association or the ARB shall be deemed so completed or substantially completed when such matters have been completed or substantially completed in the reasonable opinion of Developer, Association or ARB, as appropriate. This Master Declaration shall be interpreted by the Board of Directors and an

Order: 11221122 Page 50 of 87 Requested By: garrison.barolet, Printed: 12/2/2024 4:43 PM
Doc: FLLEEX:2005 00046532

opinion of counsel of the Master Association rendered in good faith that a particular interpretation is not unreasonable shall establish the validity of such interpretation.

Section 13.9 Easements. Should the intended creation of any easement provided for in this Master Declaration fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to be so created shall nevertheless be considered as having been granted directly to the Master Association as agent for such intended grantees for the purpose of allowing the original party or parties to whom the easements were originally to have been granted the benefit of such easement and the Owners hereby designate Developer and the Master Association (or either of them) as their lawful attorney-in-fact to execute any instrument on such Owners' behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created herein. Formal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited in some or all of such provisions.

Section 13.10 CPI. Whenever specific dollar amounts are mentioned in this Master Declaration (or in the Articles or By-Laws or rules and regulations of the Master Association), unless limited by law, such amounts will be increased from time to time by application of a nationally recognized consumer price index chosen by the Board of Directors of the Master Association, using the date this Master Declaration is recorded as the base year. In the event no such consumer price index is available, the Board shall choose a reasonable alternative to compute such increases.

Section 13.11 Notices and Disclaimers as to Community Systems. Developer, the Master Association, any Condominium Association, or their successors, assigns or franchisees and any applicable cable telecommunications system operator (an "Operator"), may, but are not obligated to, enter into contracts for the provision of security services through any Community Systems. DEVELOPER, ACACIA, THE MASTER ASSOCIATION, ALL CONDOMINIUM ASSOCIATIONS AND THEIR FRANCHISEES, AND ANY OPERATOR, DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR IMPLIEDLY, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY SUCH SECURITY SYSTEM OR SERVICES, OR THAT ANY SYSTEM OR SERVICES WILL PREVENT INTRUSIONS, FIRES OR OTHER OCCURRENCES, OR THE CONSEQUENCES OF SUCH OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE SYSTEM OR SERVICES ARE DESIGNED TO MONITOR SAME; AND EVERY OWNER OR OCCUPANT OF PROPERTY SERVICED BY THE COMMUNITY SYSTEMS ACKNOWLEDGES THAT DEVELOPER, ACACIA, THE MASTER ASSOCIATION, THE APPLICABLE CONDOMINIUM ASSOCIATION OR ANY SUCCESSOR, ASSIGN OR FRANCHISEE OF DEVELOPER OR ANY OF THE OTHER AFORESAID ENTITIES AND ANY OPERATOR, ARE NOT INSURERS OF THE OWNER'S OR OCCUPANT'S PROPERTY OR OF THE PROPERTY OF OTHERS LOCATED ON THE PREMISES AND WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES OR DEATHS RESULTING FROM SUCH OCCURRENCES. It is extremely difficult and impractical to determine the actual damages, if any, which may proximately result from a failure

Order: 11221122 Page 51 of 87 Requested By: garrison.barolet, Printed: 12/2/2024 4:43:30
Doc: FLLEEX:2005 00046532

on the part of a security service provider to perform any of its obligations with respect to security services and, therefore, every Owner or occupant of property receiving security services through the Community Systems agrees that Developer, Acacia, the Master Association, all Condominium Associations or any successor, assign or franchisee thereof and any Operator assumes no liability for loss or damage to property or for personal injury or death to persons due to any reason, including, without limitation, failure in transmission of an alarm, interruption of security service or failure to respond to an alarm because of (a) any failure of the Owner's security system, (b) any defective or damaged equipment, device, line or circuit, (c) negligence, active or otherwise, of the security service provider or its officers, agents or employees, or (d) fire, flood, riot, war, act of God or other similar causes which are beyond the control of the security services through the Community Systems, and further agrees for himself, his grantees, tenants, guests, invitees, licensees and family members that if any loss, damage, injury or death should result from a failure of performance or operation, or from defective performance or operation, or from improper installation, monitoring or servicing of the system, or from negligence, active or otherwise, of the security service provider or its officers, agents, or employees, the liability, if any, of Developer, Acacia, the Master Association, all Condominium Associations, any franchisee of the foregoing and the operator or their successors or assigns, for loss, damage, injury or death sustained shall be limited to a sum not exceeding Two Hundred Fifty and No/100 ($250.00) U.S. Dollars, which limitation shall apply irrespective of the cause or origin of the loss or damage and notwithstanding that the loss or damage results directly or indirectly from negligent performance, active or otherwise, or non-performance by an officer, agent or employee of Developer, Acacia, the Master Association, any Condominium Association or any franchisee, successor or assign of any of same or any operator. Further, in no event will Developer, Acacia, the Master Association, any Condominium Association, any Operator or any of their franchisees, successors or assigns, be liable for consequential damages, wrongful death, personal injury or commercial loss.

In recognition of the fact that interruptions in cable television and other Community Systems services will occur from time to time, no person or entity described above shall in any manner be liable, and no user of any Community System shall be entitled to refund, rebate, discount or offset in applicable fees, for any interruption in Community System services, regardless of whether or not same is caused by reasons within the control of the then provider(s) of such services.

Section 13.12 Development and Other Activities. ALL OWNERS, OCCUPANTS AND USERS OF THE PROPERTIES ARE HEREBY PLACED ON NOTICE THAT DEVELOPER AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES WILL BE, FROM TIME TO TIME, CONDUCTING EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO REFLECTION ISLES. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF THE PROPERTIES, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR

Order: 11221122 Page 52 of 87 Requested By: garrison.barolet, Printed: 12/2/2024 4:43 PM
Doc: FLLEEX:2005 00046532

NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO REFLECTION ISLES WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) THAT NEITHER DEVELOPER NOR THE OTHER AFORESAID RELATED PARTIES, NOR ACACIA, SHALL BE LIABLE BUT, RATHER, SHALL BE HELD HARMLESS, FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, (iv) ANY PURCHASE OR USE OF ANY PORTION OF REFLECTION ISLES HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING AND (v) THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO DEVELOPER TO SELL, CONVEY, LEASE AND/OR ALLOW THE USE OF THE APPLICABLE PORTION OF REFLECTION ISLES.

Section 13.13 Covenants Running with the Land. ANYTHING TO THE CONTRARY HEREIN NOTWITHSTANDING AND WITHOUT LIMITING THE GENERALITY (AND SUBJECT TO THE LIMITATIONS) OF SECTION 13.1 HEREOF, IT IS THE INTENTION OF ALL PARTIES AFFECTED HEREBY (AND THEIR RESPECTIVE HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS) THAT THESE COVENANTS AND RESTRICTIONS SHALL RUN WITH THE LAND AND WITH TITLE TO THE PROPERTIES. WITHOUT LIMITING THE GENERALITY OF SECTION 13.4 HEREOF, IF ANY PROVISION OR APPLICATION OF THIS MASTER DECLARATION WOULD PREVENT THIS MASTER DECLARATION FROM RUNNING WITH THE LAND AS AFORESAID, SUCH PROVISION AND/OR APPLICATION SHALL BE JUDICIALLY MODIFIED, IF AT ALL POSSIBLE, TO COME AS CLOSE AS POSSIBLE TO THE INTENT OF SUCH PROVISION OR APPLICATION AND THEN BE ENFORCED IN A MANNER WHICH WILL ALLOW THESE COVENANTS AND RESTRICTIONS TO SO RUN WITH THE LAND; BUT IF SUCH PROVISION AND/OR APPLICATION CANNOT BE SO MODIFIED, SUCH PROVISION AND/OR APPLICATION SHALL BE UNENFORCEABLE AND CONSIDERED NULL AND VOID IN ORDER THAT THE PARAMOUNT GOAL OF THE PARTIES AFFECTED HEREBY (THAT THESE COVENANTS AND RESTRICTIONS RUN WITH THE LAND AS AFORESAID) BE ACHIEVED.

Section 13.14 Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Master Association unless approved by eighty percent (80%) of all the votes entitled to be cast by all of the voting Members. This Section shall not apply, however, to (a) actions brought by the Master Association to enforce the provisions of this Master Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of assessments as provided in Article VI hereof, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Master Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by Developer

Order: 11221122 Page 53 of 87 Requested By: garrison.barolet, Printed: 12/2/2024 4:43 PM
Doc: FLLEEX:2005 00046532

(with the consent of Acacia, so long as the Option Agreement remains in effect) or is approved by the percentage of Member votes, and pursuant to the same procedures necessary to institute proceedings as provided above.

Section 13.15 Notices and Disclaimers as to Water Bodies. NEITHER ACACIA, DEVELOPER, THE MASTER ASSOCIATION, ANY CONDOMINIUM ASSOCIATION NOR ANY OF THEIR OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUB-CONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY WITHIN REFLECTION ISLES EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY, OR CONTRACTED FOR WITH, AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF REFLECTION ISLES LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

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

Section 13.16 Certain Reserved Rights of Developer with Respect to Community Systems. Without limiting the generality of any other applicable provisions of this Master Declaration, and without such provisions limiting the generality hereof, Developer hereby reserves and retains to itself:

(a) The title to any Community Systems and a perpetual easement for the placement and location thereof.

(b) The right to connect, from time to time, the Community Systems to such receiving or intermediary transmission source(s) as Developer may in its sole discretion deem appropriate including, without limitation, companies licensed to provide CATV service in Lee County, Florida, for which service Developer shall have the right to charge any users a reasonable fee (which shall not exceed any maximum allowable charge provided for in the Code of Laws and Ordinances of Lee County).

(c) The right to offer from time to time security services, including but not limited to alarm monitoring, through the Community Systems.

Order: 11221122 Page 54 of 87 Requested By: garrison.barolet, Printed: 12/2/2024 4:43 PM
Doc: FLLEEX:2005 00046532

Section 13.17 Use of Reflection Isles Name. All parties owning or otherwise making any use of any portion of Reflection Isles shall be deemed, by virtue of accepting such ownership or making such use, to have covenanted and agreed that (i) "Reflection Isles" is a registered trademark of TOUSA, (ii) except as provided below, no usage of that mark or name will be made in naming or referring to any business or activity within or outside of Reflection Isles; and (iii) generally, no usage of that mark or name will be made whatsoever without the express prior written approval of Developer.

Section 13.18 Limitation on Rights as Developer. Notwithstanding any other provision contained in this Master Declaration, as long as TOUSA is the Developer, TOUSA shall not, without the prior written consent of Acacia, have the right to exercise any of the "Developer" rights under this Master Declaration in any manner which will have a material or adverse impact on any Lot(s) in The Properties owned by Acacia.

Section 13.19 Termination of Option Agreement. Notwithstanding any other provision of this Master Declaration, Developer and Acacia acknowledge that, upon recordation of a termination of the Option Agreement in the Public Records of Lee County, Florida, the Option Agreement, for purposes of this Master Declaration, shall be deemed terminated and shall no longer be in force or have any effect hereunder.

Order: 11221122 Page 55 of 87 Requested By: garrison.barolet, Printed: 12/2/2024 4:43:07 PM
Doc: FLLEEX:2005 00046532

EXECUTED as of the date first above written.

DEVELOPER

Signed, sealed and delivered
in the presence of:

Witness Signature
LYNDA K. ROWNEY
(Printed Name of Witness)

Witness Signature
JUDY M Hellwig
(Printed Name of Witness)

TOUSA Homes, Inc.,
a Florida corporation

By: _____
Print Name: David A. Cobb
Title: Division President

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 21ST day of SEPTEMBER, 2005, by David A. Cobb, as Division President of TOUSA HOMES, INC., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced ═ as identification.

Signature of person taking acknowledgment
Doreen L. Kall
Name typed, printed or stamped

My commission expires: April 16, 2006

DOREEN L. KALL
MY COMMISSION # DD 1[illegible]3
EXPIRES: April 16, 2006

Order: 11221122
Doc: FLLEEX:2005 00046532
Page 56 of 87
Requested By: garrison.barolet, Printed: 12/2/2024 4:43 PM

ACACIA

Signed and delivered
in the presence of:

Witness Signature

LORA R. CAMPBELL
Witness Printed Name

Witness Signature

PAMELA SMEDLEY
Witness Printed Name

ACACIA CREDIT FUND 9-A, L.L.C.,
a Delaware limited liability company

By: Fund 9-A Management Company ,L.L.C.,
a Delaware limited liability company, its
Managing Member

By: Acacia Capital Corporation,
a California corporation, its
Managing Member

By:
Print Name: Steven S. Benson
Title: Executive Vice President

STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 19 day of September, 2005, by Steven S. Benson, as Executive Vice President of Acacia Capital Corporation, a California corporation, in its capacity as Managing Member of Fund 9-A Management Company L.L.C., a Delaware limited liability company, the Managing Member of ACACIA CREDIT FUND 9-A L.L.C., a Delaware limited liability company, for and on behalf thereof. He is personally known to me or has produced _____ identification.

OFFICIAL SEAL
CAROLYN F. HOUSE
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm. Expires Mar. 9, 2009

Carolyn F. House
Signature of person taking acknowledgment

Name typed, printed or stamped

My commission expires: March 9, 2009

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Order: 11221122 Page 57 of 87 Requested By: garrison.barolet, Printed: 12/2/2024 4:43:36
Doc: FLLEEX:2005 00046532

BY-LAWS

OF

REFLECTION ISLES MASTER ASSOCIATION, INC.

A CORPORATION NOT FOR PROFIT UNDER THE LAWS OF THE STATE OF FLORIDA

ARTICLE I
DEFINITIONS

1.01 "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Master Association as filed with the Secretary of State of Florida, as amended from time to time.

1.02 "Master Association" shall mean and refer to REFLECTION ISLES MASTER ASSOCIATION, INC., a not-for-profit corporation organized and existing under the laws of the State of Florida.

1.03 "Member" shall mean and refer to each Owner of a Lot or Unit who holds title to property which is subject to the terms and provisions of the Master Declaration.

1.04 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Unit situated upon The Properties.

1.05 "The Properties" shall mean and refer to The Properties as defined in the Declaration of Covenants and Restrictions for Reflection Isles (the "Master Declaration") described in the Articles of Incorporation of the Master Association.

1.06 Other Definitions. Unless the context otherwise requires, all capitalized terms used in these By-Laws but not defined herein shall have the same meaning as are attributed to them in the Master Declaration and the Articles.

ARTICLE II
GENERAL

2.01 Identity. These are the By-Laws of the Master Association, organized for the purposes stated in the Articles of Incorporation, which shall have all of the powers provided in these By-Laws, the Articles of Incorporation, the Master Declaration, and any other statute or law of the State of Florida, or any other power incident to any of the above powers.

2.02 Principal Office. The principal office of the Master Association shall be at such

LAW OFFICES
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Order: 11221122 Page 58 of 87 Requested By: garrison.barolet, Printed: 12/2/2024 4:43:07
Doc: FLLEEX:2005 00046532

place as the Board may determine from time to time.

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

2.04 Seal. The seal of the Master Association shall have inscribed upon it the name of the Master Association, the year of its incorporation and the words "Corporation Not-for-Profit." Said seal may be used by causing it, or a facsimile thereof, to be impressed, affixed or otherwise reproduced upon any instrument or document executed in the name of the Master Association.

2.05 Inspection of Books and Records. The records of the Master Association shall be open to inspection by the Members, the Owner of any Lot or Unit, and all holders, insurers, or guarantors of any first mortgage encumbering any Lot or Unit, upon request, during normal business hours or under other reasonable circumstances. Such records of the Master Association shall include current copies of the Master Declaration, Articles, these By-Laws, any Rules and Regulations of the Master Association, and any amendments thereto, any contracts entered into by the Master Association, and the books, records and financial statements of the Master Association. The Master Association shall be required to make available to prospective purchasers of any Lot or Unit the current copies of the Master Declaration, Articles and By-Laws, and the most recent annual financial statement of the Master Association.

ARTICLE III
MEMBERSHIP IN GENERAL

3.01 Membership. The members of the Master Association shall be comprised of the Owners. Notwithstanding the foregoing, any such person or entity who holds title to any Lot or Unit merely as security for the performance of an obligation shall not be a Member. Each Owner shall be entitled to the benefit of, and be subject to the provisions of the Master Declaration, as it may be amended from time to time.

3.02 Rights of Membership. The rights of membership are subject to the payment of annual and special assessments levied by the Master Association, the obligation of which assessments is imposed against each Member, and becomes a lien upon, that portion of The Properties against which such assessments are made as provided in the Master Declaration.

3.03 Member Register. The Secretary of the Master Association shall maintain a register in the office of the Master Association showing the names and addresses of the Members of the Master Association. Each Member shall at all times advise the secretary of any change of address of the Member, and of any change of ownership of the Member's Lot or Unit. The Master Association shall not be responsible for reflecting any changes, until notified of such changes in writing. Any mortgagee of any Lot or Unit may register by notifying the Master Association in writing of its mortgage.

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Order: 11221122 Page 59 of 87 Requested By: garrison.barolet, Printed: 12/2/2024 4:43 PM
Doc: FLLEEX:2005 00046532

ARTICLE IV
MEMBERSHIP VOTING

4.01 Voting Rights. Voting rights of Members shall be as provided in the Master Declaration and these By-Laws. The Master Association shall have two (2) classes of voting Members, each to be selected and to cast the numbers of votes set forth below:

Class A. The Class A Voting Members shall be all Owners. Each Class A voting Member shall be entitled to one (1) vote for each Lot or Unit owned.

Class B. Until converted to Class A Memberships as provided below, the Class B voting Members shall be Developer and Acacia. The Class B voting Members shall be entitled to one (1) vote, plus two (2) votes for each vote which the Class A Members are entitled to cast from time to time, provided that the Class B Membership shall cease and terminate and be converted to Class A Memberships one (1) year after the last Lot or Unit within Reflection Isles has been sold and conveyed to an Owner other than the Developer or Acacia, and all other portions of Reflection Isles have been conveyed by the Developer, or at any time prior to that date at the election of the Developer, provided that, so long as TOUSA is the Developer and the Option Agreement between TOUSA and Acacia is in effect, as provided in the Master Declaration, the Developer may not elect to terminate the Class B Membership without the prior written consent of Acacia.

4.02 General Matters. When reference is made in these By-Laws or other relevant documents to a majority or specific percentage of Members, such reference shall be deemed to be a majority or specific percentage of the votes which each Voting Member is entitled to cast at a duly constituted meeting thereof (i.e., one for which proper notice has been given and at which a quorum exists). To the extent lawful, the foregoing shall apply to, without limitation, the establishment of a quorum at any applicable meeting.

4.03 Quorum Requirements and Majority Vote. A quorum for the transaction of business at any regular or special meeting of the Members shall exist if thirty percent (30%) of the total number of Members in good standing shall be present, in person or by proxy, at the meeting. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum is present shall be binding upon all Members and Owners who are subject to the terms and provisions of the Master Declaration, for all purposes, except where otherwise provided by law, in the Master Declaration, the Articles or in these By-Laws.

4.04 Voting Member. If a Lot or Unit is owned by one person, the right to vote shall be established by the roster of Members. If a Lot or Unit is owned by more than one person, those persons (including husbands and wives) shall decide among themselves as to who shall cast the vote of the Lot or Unit. In the event that those persons cannot so decide, no vote shall be cast. A person casting a vote for a Lot or Unit shall be presumed to have the authority to do so unless the President of the Board of Directors of the Master Association is otherwise notified. If a Lot or Unit

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Order: 11221122 Page 60 of 87 Requested By: garrison.barolet, Printed: 12/2/2024 4:43 PM
Doc: FLLEEX:2005 00046532

is owned by a corporation, the person entitled to cast the vote for the Lot or Unit shall be designated by a certificate signed by an appropriate officer of the corporation and filed with the Secretary of the Master Association. Such person need not be an Owner of the Lot or Unit. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Lot or Unit concerned. A certificate designating the person entitled to cast the vote for a Lot or Unit may be revoked by any record owner of an undivided interest in the Lot or Unit. If a certificate designating the person entitled to cast the vote for a Lot or Unit for which such certificate is required is not on file or has been revoked, the vote attributable to such Lot or Unit shall not be considered in determining whether a quorum is present, nor for any other purpose, and the total number of authorized votes in the Master Association shall be reduced accordingly until such certificate is filed.

4.05 Proxies. For purposes of this Section, the principals or partners of any entity (other than a corporation) shall be deemed co-Owners, and the directors and officers of a corporation shall be deemed co-Owners. Every Member entitled to vote at a meeting of the Membership, or to express consent or dissent without a meeting, may authorize another person to act on the Member's behalf by a proxy signed by such Member or their respective attorney-in-fact. General proxies and limited proxies may be used to establish a quorum and general proxies may be utilized for those issues which do not require the use of a limited proxy by law. Any such proxy shall be delivered to the Secretary of the Master Association, or the person acting as secretary at the meeting, at or prior to the time designated in the order of business for so delivering such proxies. To be valid, a proxy must be dated, must state the date, time and place of the meeting for which it was given, and must be signed by the authorized person who executed the proxy. Proxies shall be valid only for the particular meeting designated therein and any lawful adjournments thereof. A proxy is not valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the Member executing it.

ARTICLE V
MEMBERSHIP MEETINGS

5.01 Who May Attend. As to an Owner Member, any person entitled to cast the votes of said Member, and in the event any Lot or Unit is owned by more than one person, all co-Owners of the Lot or Unit, may attend any meeting of the Members. For purposes of this Section, the principals or partners of any entity (other than a corporation) shall be deemed co-Owners, and the directors and officers of a corporation shall be deemed co-Owners. However, the votes of any Member shall be cast in accordance with the provisions of Article IV above. For so long as the Developer is a Member, the Developer shall have the right to attend all meetings of the Members. Any person not expressly authorized to attend a meeting of the Members, as set forth above, may be excluded from any meeting of the Members by the presiding officer of the meeting.

5.02 Place. All meetings of the Members shall be held at the principal office of the Master Association or at such other place and at such time as shall be designated by the Board and stated in the notice of meeting.

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Order: 11221122 Page 61 of 87 Requested By: garrison.barolet, Printed: 12/2/2024 4:43:44 PM
Doc: FLLEEX:2005 00046532

5.03 Notices. Written notice stating the place, day and hour of any meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given to each Member not less than 10 nor more than 30 days before the date of the meeting, by or at the direction of the President, the Secretary or the officer or persons calling the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail, addressed to the Member at the Member's address as it appears on the records of the Master Association, unless such Member shall have filed a written request with the Secretary of the Master Association stating that notices to him be mailed to some other address. For the purpose of determining Members entitled to notice of, or to vote at, any meeting of the Members of the Master Association, or in order to make a determination of the Members for any other purpose, the Board shall be entitled to rely upon the Member register as same exists 10 days prior to the giving of the notice of any meeting, and the Board shall not be required to take into account any changes in membership occurring after that date but may, in their sole and absolute discretion, do so. Notwithstanding the foregoing, if the Lot or Unit of an Owner Member is owned by more than one person or by an entity, only one notice shall be required to be sent with respect to the Member, which shall be made to the person designated by the co-Owners to receive notice in a certificate of voting representative delivered to the Master Association, and in the absence of such certificate, may be made to any one co-Owner, as defined in Section 5.01 of these By-Laws.

5.04 Waiver of Notice. Whenever any notice is required to be given to any Member under the provisions of the Articles or these By-Laws, or as otherwise provided by law, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a Member at a meeting shall constitute a waiver of notice of such meeting, except when the Member objects at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

5.05 Annual Meeting. The annual meeting for the purpose of electing directors and transacting any other business shall be held at such time, on such date, and in such month as shall be selected by the Board and as is contained in the notice of such meeting; provided, however, that such day shall not be a legal holiday. If the Board fails to call such meeting by the end of March of any year, then within thirty (30) days after the written request of any Member, officer or Director of the Master Association, the Secretary shall call an annual meeting. During the period when the Developer appoints a majority of the Board, no annual meetings will be required.

5.06 Special Meetings. Special meetings of the Members may be requested at any time by written notice to the Secretary by any Director, the President, or any Member(s) having not less than twenty-five (25%) of the votes of the entire membership, or as otherwise provided by law. Such request shall state the purpose of the proposed meeting. Business transacted at all special meetings shall be confined to the subjects stated in the notice of meeting. Notice of any special meeting must include a description of the purpose or purposes for which the meeting is called and shall be given by the Secretary, or other officer of the Master Association, to all of the Members

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Order: 11221122 Page 62 of 87 Requested By: garrison.barolet, Printed: 12/2/2024 4:43:48
Doc: FLLEEX:2005 00046532

within thirty (30) days after same is duly requested, and the meeting shall be held within forty-five (45) days after same is duly requested.

5.07 Adjournments. Any meeting may be adjourned or continued by a majority of the votes present and entitled to be cast at the meeting in person or by proxy, regardless of a quorum, or if no Member entitled to vote is present at a meeting, then any officer of the Master Association may adjourn the meeting from time to time. If any meeting is adjourned or continued to another time or place, it shall not be necessary to give any notice of the adjourned meeting, if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and any business may be transacted at the adjourned meeting that might have been transacted at the original meeting. If the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, notice of the adjourned meeting may be given to Members not present at the original meeting, without giving notice to the Members which were present at such meeting.

5.08 Organization. At each meeting of the Members, the President, the Vice President, or any person chosen by a majority of the Members present, in that order, shall act as chairman of the meeting. The Secretary, or in his absence or inability to act, any person appointed by the chairman of the meeting, shall act as Secretary of the meeting.

5.09 Order of Business. The order of business at the annual meetings of the Members shall be:

5.09.1 Determination of chairman of the meeting;

5.09.2 Calling of the role and certifying of proxies;

5.09.3 Proof of notice of meeting or waiver of notice;

5.09.4 Reading and disposal of any unapproved minutes;

5.09.5 Election of inspectors of election;

5.09.6 Determination of number of Directors;

5.09.7 Nomination and election of Directors;

5.09.8 Reports of Directors, officers or committees;

5.09.9 Unfinished business;

5.09.10 New business; and

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Order: 11221122 Page 63 of 87 Requested By: garrison.barolet, Printed: 12/2/2024 4:43:44
Doc: FLLEEX:2005 00046532

5.09.11 Adjournment.

5.10 Minutes. The minutes of all meetings of the Members shall be maintained in written form, or in another form that can be converted into written form within a reasonable time, and available for inspection by the Members or their authorized representatives, all Owners who are subject to the jurisdiction of the Master Association, and the members of the Board, at any reasonable time. The Master Association shall retain these minutes for a period of not less than seven (7) years.

5.11 Official Records. The Master Association shall maintain each of the following items, when applicable, which shall constitute the official records of the Master Association:

5.11.1 Copies of any plans, specifications, permits, and warranties related to improvements constructed on the Common Areas or other property that the Master Association is obligated to maintain, repair or replace.

5.11.2 A copy of the By-Laws of the Master Association and of each amendment to the By-Laws.

5.11.3 A copy of the Articles of Incorporation of the Master Association, and of each amendment thereto.

5.11.4 A copy of the current rules of the Master Association.

5.11.5 A book or books that contain the minutes of all meetings of the Master Association, of the Board of Directors, and of Members, which minutes shall be retained for a period of not less than seven (7) years.

5.11.6 A current roster of all Members and their mailing addresses, Lot or Unit identifications, if applicable, and, if known, telephone numbers.

5.11.7 All current insurance policies of the Master Association or a copy thereof, which policies must be retained for a period of not less than seven (7) years.

5.11.8 A current copy of all contracts to which the Master Association is a party, including without limitation, any management agreement, lease, or other contract under which the Master Association has any obligation or responsibility. Bids received by the Master Association for work to be performed must also be considered official records and must be kept for a period of not less than one (1) year.

5.11.9 All financial and accounting records of the Master Association, kept according to good accounting practices. All financial and accounting records shall be maintained for a period of not less than seven (7) years. The financial and accounting

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records must include:

A. Accurate, itemized, and detailed records of all receipts and expenditures.

B. A current account and a periodic statement of the account for each Member of the Master Association, designating the name and current address of each Member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the Member, the date and amount of each payment on the account, and the balance due.

C. All tax returns, financial statements and financial reports of the Master Association.

D. Any other records that identify, measure, record or communicate financial information.

The official records shall be maintained within this state and must be open to inspection and available for photocopying by Members or their authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for access. This may be accomplished by having a copy of the official records available for inspection or copying in the community.

The Master Association may adopt reasonable written rules governing the frequency, time, location, notice, and manner of inspections, and may impose fees to cover the costs of providing copies of the official records, including, without limitation, the costs of copying. The Master Association shall maintain an adequate number of copies of the recorded governing documents to ensure their availability to Members and prospective members, and may charge only its actual costs for reproducing and furnishing these documents to those persons who are entitled to receive them, or such other amount as allowable by law.

5.12 Actions without a Meeting. Any action required or permitted to be taken at any annual or special meeting of the Members of the Master Association may be taken without a meeting, without prior notice, and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all Members entitled to vote thereon were present and voted. Within ten (10) days after obtaining such authorization by written consent, notice shall be given to those Members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. If the Lot(s) or Unit(s) for which membership is established in the Master Association is owned by more than one person or by an entity, the consent for such Lot(s) or Unit(s) need only be signed by one person who would be entitled to cast the vote(s) for the Lot(s) or Unit(s) as a co-Owner, as set forth in Paragraph 5.01 of these By-Laws.

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Order: 11221122 Page 65 of 87 Requested By: garrison.barolet, Printed: 12/2/2024 4:43:44
Doc: FLLEEX:2005 00046532

ARTICLE VI
BOARD

6.01 Number of Directors.

6.01.1 The affairs of the Master Association shall be managed by a Board of Directors comprised of not less than three (3) persons, but as many persons as the Board of Directors shall from time to time determine, but which shall always be an odd number. So long as the Developer is entitled to appoint any Director pursuant to these By-Laws, the number of Directors will be determined, and may be changed from time to time, by the Developer by written notice to the Board. In the absence of such notification, there shall be three (3) directors.

6.01.2 After the Developer is no longer entitled to appoint any Directors, the number of Directors on the Board shall, in the absence of a determination to the contrary by the Members, be three (3). Thereafter, the number of Directors on the Board may be changed at any meeting where the Members are to elect any Directors.

6.02 Appointment of Directors by Developer. The Developer shall have the right to appoint all of the Directors until at least ninety (90%) percent of the Lots and/or Units within The Properties that will ultimately be within the jurisdiction of the Master Association have been conveyed to Owners other than the Developer or Acacia.

6.02.1 Thereafter, Members other than the Developer shall have the right to elect at least a majority of the Board of Directors of the Master Association three (3) months after ninety percent (90%) of the Lots and/or Units in Reflection Isles that will ultimately be within the jurisdiction of the Master Association have been conveyed to Owners other than TOUSA or Acacia. The Developer shall have the right to elect at least one (1) Director, so long as Developer holds for sale in the ordinary course of business at least five (5%) percent of the Lots and/or Units in Reflection Isles.

6.02.2 Notwithstanding the foregoing, in no event shall there be less than three (3) Directors, and the number of Directors shall always be an odd number, and in any event the Members shall not have the right to change the number of Directors so long as the Developer has the right to determine the number of Directors as set forth above.

6.03 Election of Directors by Members. Election of Directors to be elected by the Members of the Master Association shall be conducted in the following manner:

6.03.1 At any time after the Developer no longer has the right to appoint one (1) or more Directors or upon the earlier voluntary relinquishment by the Developer of its right to appoint any or all Director(s), a special meeting of the Members may be called to elect new Directors. In the absence of such a meeting, the Directors appointed by the Developer may

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Order: 11221122 Page 66 of 87 Requested By: garrison.barolet, Printed: 12/2/2024 4:43:41
Doc: FLLEEX:2005 00046532

continue to serve until the next annual meeting of the Members. In the event such a special meeting is called and held, and Directors are elected by the Members, at such special meeting the Members may elect to not hold the next annual meeting of the Members if such next annual meeting is less than six (6) months after the date of the special meeting. Upon such election, the next annual meeting shall not be held.

6.03.2 Except as provided above, the Members shall elect Directors at the annual Members' meetings, unless a special meeting of the Members is called in order to fill a vacancy on the Board as provided in Paragraphs 6.17.2 and 6.18 below.

6.03.3 Prior to any special or annual meeting at which Directors are to be elected by the Members, the existing Board may nominate a committee, which committee shall nominate one person for each Director to be elected by the Members, on the basis that the number of Directors to serve on the Board will not be altered at the Members' meeting. Nominations for additional directorships created at the meeting may be made from the floor, and any other nominations may be made from the floor.

6.03.4 The election of Directors by the Members shall be by ballot and by a plurality of the votes cast, each Member voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

6.04 Staggering of Directors and Term of Office. All Directors elected by the Members shall be assigned a number, starting with the number one (1) and continuing consecutively for each Director elected by the Members. Directors assigned an odd number shall be elected at the annual meeting occurring during an odd numbered year, and Directors assigned an even number shall be elected at the annual meeting occurring during an even numbered year. Directors elected by the Members shall hold office until their successors are duly elected, or until such Director's death, resignation or removal, as hereinafter provided or as otherwise provided by statute or by the Articles.

6.05 Organizational Meeting. The newly elected Board shall meet for the purposes of organization, the election of officers and the transaction of other business immediately after their election or within ten (10) days of same at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

6.06 Regular Meeting. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors.

6.07 Special Meetings. Special meetings of the Board may be called by any Director, or by the President, at any time.

6.08 Notice of Meetings. Notice of each meeting of the Board shall be given by the

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Order: 11221122 Page 67 of 87 Requested By: garrison.barolet, Printed: 12/2/2024 4:43:46
Doc: FLLEEX:2005 00046532

Secretary, or by any other officer or Director, which notice shall state the day, place and hour of the meeting. Notice of such meeting shall be delivered to each Director either personally or by telephone or facsimile, at least twenty-four (24) hours before the time at which such meeting is to be held, or by first class mail, postage prepaid, at least three (3) days before the day on which such meeting is to be held.

All meetings of the Board of Directors shall be open to all Members and Owners, except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege. Notices of Board Meetings shall be posted in a conspicuous place on The Properties at least forty-eight (48) hours in advance, except in an emergency. In the alternative, if notice is not posted in a conspicuous place on The Properties, notice of each Board meeting must be mailed, delivered or electronically transmitted to each Member at least seven (7) days before the meeting, except in an emergency. Notice of any meeting in which assessments against Lots or Units are to be established shall specifically contain a statement that assessments shall be considered and a statement of the nature of such assessments.

Notice of any meeting at which special assessments will be considered or at which rules that regulate the use of Lots and/or Units in Reflection Isles may be adopted, amended or revoked must be mailed, delivered or electronically transmitted to each Member and posted in a conspicuous place on The Properties, or broadcast on closed-circuit cable television, at least fourteen (14) days before the meeting. If changes to the rules regulating the use of Lots and/or Units on the Properties will be considered, the notice shall specifically contain a statement that changes to the rules regulating the use of Lots and/or Units will be considered.

Notice of a meeting of the Board need not be given to any Director or Member who signs a waiver of notice either before or after the meeting. Attendance of a Director or a Member at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place, the time or the manner in which the meting has been called or convened, except when a Director or a Member states, at the beginning of the meeting, an objection to the transaction of any business because the meeting is not lawfully called or conveyed. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in any notice of waiver of notice of such meeting.

6.09 Attendance at Board Meetings. A Director may appear at a Board meeting by telephone conference, but in that event a telephone speaker shall be attached so that any discussion may be heard by the Directors and any Members or Owners present as in an open meeting.

6.10 Quorum and Manner of Acting. A majority of the Board determined in the manner provided in these By-Laws shall constitute a quorum for the transaction of any business at a meeting of the Directors. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board, unless the act of a greater number of Directors is required by statute, the Master Declaration, the Articles or by these By-Laws.

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Order: 11221122 Page 68 of 87 Requested By: garrison.barolet, Printed: 12/2/2024 4:43:47
Doc: FLLEEX:2005 00046532

6.11 Adjourned Meetings. A majority of the Directors present at a meeting, whether or not a quorum exists, may adjourn any meeting of the Board to another place and time. Notice of any such adjourned meeting shall be given to the Directors and Members who are not present at the time of the adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other Directors and Members. Any business that might have been transacted at the meeting as originally called may be transacted at any adjourned meeting without further notice.

6.12 Presiding Officer. The presiding officer of the Directors' meetings shall be the Chairman of the Board if such an officer is elected; and if none, the President of the Master Association shall preside if the President is a Director. In the absence of the presiding officer, the Directors shall designate one of their members to preside.

6.13 Order of Business. The order of business at a Directors' meeting shall be:

6.13.1 Calling of roll;

6.13.2 Proof of due notice of meeting;

6.13.3 Reading and disposal of any unapproved minutes;

6.13.4 Reports of officers and committees;

6.13.5 Election of officers (if applicable);

6.13.6 Unfinished business;

6.13.7 New business; and

6.13.8 Adjournment.

6.14 Minutes of Meetings. The minutes of all meetings of the Board shall be maintained in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting in each matter voted upon for each Director present at a Board Meeting must be recorded in the minutes and the minutes shall be kept in a businesslike manner in a book available for inspection by the Members of the Master Association, or their authorized representatives, all Owners who are subject to the jurisdiction of the Master Association, and the Directors at any reasonable time. The Master Association shall retain these minutes for a period of not less than seven (7) years.

6.15 Committees. The Board may, by resolution duly adopted, appoint committees. Any committee shall have and may exercise such powers, duties and functions as may be determined by

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Order: 11221122 Page 69 of 87 Requested By: garrison.barolet, Printed: 12/2/2024 4:43:48
Doc: FLLEEX:2005 00046532

the Board from time to time, which may include any powers which may be exercised by the Board and which are not prohibited by law from being exercised by a committee.

6.16 Resignation. Any Director of the Master Association may resign at any time by giving written notice of his resignation to the Board or Chairman of the Board or the President or the Secretary. Any such resignation shall take effect at the time specified therein or, if the time when such resignation is to become effective is not specified therein, immediately upon its receipt; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

6.17 Removal of Directors. Directors may be removed as follows:

6.17.1 Any Director other than a Director appointed by the Developer may be removed by majority vote of the remaining Directors, if such Director has been absent for the last three (3) consecutive Directors' meetings, and/or adjournments and continuances of such meetings.

6.17.2 Any Director other than a Director appointed by the Developer may be removed with or without cause by Members having a majority of the votes of the entire membership by an agreement in writing or at a special meeting of the Members called expressly for that purpose by Members having not less than ten (10%) percent of the votes of the entire membership. The vacancy on the Board caused by any such removal shall be filled in accordance with Section 720.303(10), Florida Statutes (2004), as amended from time to time.

6.18 Vacancies. Vacancies in the Board may be filled by a majority vote of the Directors then in office, though less than a quorum, or by a sole remaining Director, and the Director so chosen shall hold office until the next annual election and until their successors are duly elected and shall have qualified, unless sooner displaced. If there are no Directors in office, then a special election of the Members shall be called to elect the Directors. Notwithstanding anything contained herein to the contrary, the Developer at all times shall have the right to appoint the maximum number of Directors permitted by these By-Laws, and any vacancies in the Board may be filled by the Developer to the extent that the number of Directors then serving on the Board which were appointed by the Developer is less than the number of Directors the Developer is then entitled to appoint.

6.19 Directors Appointed by the Developer. Notwithstanding anything contained herein to the contrary, the Developer shall have the right to appoint the maximum number of Directors in accordance with the privileges granted to the Developer pursuant to these By-Laws. All Directors appointed by the Developer shall serve at the pleasure of the Developer, and the Developer shall have the absolute right, at anytime, and in its sole discretion, to remove any Director appointed by it, and to replace such Director with another person to serve on the Board. Replacement of any Director appointed by the Developer shall be made by written notice to the Master Association

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Order: 11221122 Page 70 of 87 Requested By: garrison.barolet, Printed: 12/2/2024 4:43:44 PM
Doc: FLLEEX:2005 00046532

which shall specify the name of the person designated as successor Director. The removal of any Director and the designation of his successor by the Developer shall become effective immediately upon delivery of such written instrument by the Developer. The Developer may waive its right to appoint one or more Directors which it has the right to appoint at any time upon written notice to the Master Association, and thereafter such Director(s) shall be elected by the Members. Notwithstanding the foregoing, so long as TOUSA is the Developer and the Option Agreement is in effect, TOUSA may not, without the prior written consent of Acacia, elect to waive its right to remove or appoint any Directors.

6.20 Compensation. The Directors shall not be entitled to any compensation for serving as Directors unless the Members approve such compensation, provided however the Master Association may, without approval by the Members, reimburse any Director for expenses incurred on behalf of the Master Association.

6.21 Powers and Duties. The Directors shall have the right to exercise all of the powers and duties of the Master Association, express or implied, existing under these By-Laws, the Articles, the Master Declaration, or as otherwise provided by statute or law. Such powers and duties of the Directors shall include, without limitation (except as limited elsewhere herein), the following:

6.21.1 The operation, care, upkeep and maintenance of the Common Areas, and any other portion of The Properties determined to be maintained by the Board.

6.21.2 The determination of the expenses required for the operation of the Master Association.

6.21.3 The collection of Assessments for Common Expenses from Members and/or Owners required to pay same.

6.21.4 The employment and dismissal of personnel.

6.21.5 The adoption and amendment of rules and regulations covering the details for the operation and use of property owned and/or maintained by the Master Association.

6.21.6 Maintaining bank accounts on behalf of the Master Association and designating signatories required therefor.

6.21.7 Obtaining and reviewing insurance for all or any portion of The Properties owned and/or maintained by the Master Association.

6.21.8 The making of repairs, additions and improvements to, or alterations of all or any portion of The Properties owned and/or maintained by the Master Association.

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Order: 11221122 Page 71 of 87 Requested By: garrison.barolet, Printed: 12/2/2024 4:43 PM
Doc: FLLEEX:2005 00046532

6.21.9 Borrowing money on behalf of the Master Association; provided, however, that (i) the consent of the Members having at least two-thirds (2/3) of the votes of the entire membership, obtained at a meeting duly called and held for such purpose in accordance with the provisions of these By-Laws, shall be required for the borrowing of any sum in excess of $100,000.00; and (ii) no lien to secure repayment of any such borrowed money may be created on any Lot or Unit without the consent of the Owner of such Lot or Unit. However, these restrictions shall not apply to any advancement of funds as contemplated by Article VI, Section 6.15 of the Master Declaration.

6.21.10 Contracting for the management and maintenance of The Properties owned and/or maintained by the Master Association authorizing a management agent or company to assist the Master Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules, and maintenance, repair and replacement of Common Areas with funds as shall be made available by the Master Association for such purposes. The Master Association and its officers shall, however, retain at all times the powers and duties granted by all Master Association documents and the Master Declaration, including, but not limited to, the making of Assessments, promulgation of rules, and execution of contracts on behalf of the Master Association.

6.21.11 Exercising all powers specifically set forth in the Master Declaration, the Articles, these By-Laws, and as otherwise provided by statute or law, and all powers incidental thereto or implied therefrom.

6.21.12 Entering into and upon any portion of The Properties, including Lots and/or Units, and when necessary to maintain, care and preserve any portion of The Properties in the event the respective Condominium Association or Owner fails to do so.

6.21.13 Collecting delinquent Assessments by suit or otherwise, abating nuisances, enjoining or seeking damages from the Members and/or Owners for violations of these By-Laws and the terms and conditions of the Master Declaration or of the Rules and Regulations of the Master Association.

6.21.14 Acquiring and entering into agreements whereby the Master Association acquires leaseholds, memberships, and other possessory or use interests in lands or facilities, whether or not contiguous to the lands operated by the Master Association, intended to provide for the enjoyment, recreation, or other use and benefit of the Members and/or Owners and declaring expenses in connection therewith to be Common Expenses; all in such form and in such manner as may be deemed by the Board to be in the best interest of the Master Association; and the participation in the acquisition of any interest in lands or facilities for the foregoing purposes may be direct or indirect, meaning, without limiting the generality of the foregoing, by direct ownership of land or acquisition of stock in a corporation owning land.

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Order: 11221122 Page 72 of 87 Requested By: garrison.barolet, Printed: 12/2/2024 4:43:00
Doc: FLLEEX:2005 00046532

ARTICLE VII
OFFICERS

7.01 Members and Qualifications. The officers of the Master Association shall include a President, a Vice President, a Treasurer and a Secretary, all of whom shall be elected by the Directors of the Master Association and may be pre-emptively removed from office with or without cause by vote of the Directors at any meeting by concurrence of a majority of the Directors. Any person may hold two or more offices except that the President shall not also be the Secretary. The Board may, from time to time, elect such other officers and designate their powers and duties as the Board shall find to be appropriate to manage the affairs of the Master Association from time to time. Each officer shall hold office until his successor shall have been duly elected and shall have qualified, or until his death, or until he shall have resigned, or until he shall have been removed, as provided in these By-Laws.

7.02 Resignations. Any officer of the Master Association may resign at anytime by giving written notice of his resignation to any Director, the President or the Secretary. Any such resignation shall take effect at the time specified therein, or if there is no time specified therein, immediately upon its receipt; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make such resignation effective.

7.03 Vacancies. A vacancy in any office, whether arising from death, resignation, removal or any other cause may be filled for the unexpired portion of the term of the office which shall be vacant in the manner prescribed in these By-Laws for the regular election or appointment of such office.

7.04 The President. The President shall be the chief executive officer of the Master Association. He shall have all of the powers and duties which are usually vested in the office of president of an association or corporation including, but not limited to, the power to appoint committees from among the Members from time to time, as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Master Association.

7.05 The Vice President. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also assist the President generally and exercise such other powers and perform such other duties as may be prescribed by the Board.

7.06 The Secretary. The Secretary shall prepare and keep the minutes of all proceedings of the Directors and the Members. He shall attend to the giving and serving of all notices to the Members and Directors and other notices required by law. He shall have custody of the seal of the Master Association and affix the same to instruments requiring a seal when duly executed. He shall keep the records of the Master Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association, and as may be required by the

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Order: 11221122 Page 73 of 87 Requested By: garrison.barolet, Printed: 12/2/2024 4:43:20
Doc: FLLEEX:2005 00046532

Board or the President.

7.07 The Treasurer. The Treasurer shall have custody of all property of the Master Association, including funds, securities, and evidences of indebtedness. He shall keep books of account for the Master Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board for examination at reasonable times. He shall submit a Treasurer's Report to the Board at reasonable intervals and shall perform all other duties incident to the office of treasurer. He shall collect all Assessments and shall report promptly to the Board the status of collections.

7.08 Compensation. The officers of the Master Association shall not be entitled to compensation unless the Board specifically votes to compensate them. However, neither this provision, nor the provision that Directors will not be compensated unless otherwise determined by the Members, shall preclude the Board from employing a Director or an officer as an employee of the Master Association and compensating such employee, nor shall they preclude the Master Association from contracting with a Director for the management of Property subject to the jurisdiction of the Master Association, or for the provision of services to the Master Association, and in either such event to pay such Director a reasonable fee for such management or provision of services.

ARTICLE VIII
FINANCES AND ASSESSMENTS

8.01 Adopting of the Budget.

8.01.1 Not less than 30 days prior to the beginning of each fiscal year of the Master Association, the Board of Directors of the Master Association shall adopt a budget for such fiscal year which shall reflect the estimated revenues and Common Expenses to be incurred by the Master Association during the fiscal year and the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges for recreational amenities, whether owned by the Master Association, the Developer, or another person. The Common Expenses of the Master Association shall include all expenses of any kind or nature whatsoever incurred, or to be incurred, by the Master Association for the operation of all or a portion of The Properties owned and/or operated by the Master Association, and for the proper operation of the Master Association itself, including, but not limited to, the expenses of the operation, management, maintenance, insurance, repair, or replacement of the Common Areas; costs of payment, or transference of any legitimate lien or judgment rendered against the Master Association or any portion of The Properties owned or maintained by the Master Association, costs of carrying out the powers and duties of the Master Association; all insurance premiums and expenses, including fire insurance and extended coverage; reasonable reserves for purchases, deferred maintenance, replacements, betterments, and unknown contingencies; and all other expenses designated as Common Expenses by these By-Laws, the Master Declaration, the Articles, or any other

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Order: 11221122 Page 74 of 87 Requested By: garrison.barolet, Printed: 12/2/2024 4:43 PM
Doc: FLLEEX:2005 00046532

applicable statute or law of the State of Florida. If pursuant to any agreement entered into by the Master Association, any expense of the Master Association is to be shared with any person(s), then the annual budget of the Master Association shall contain a separate classification for such expense(s). In the event the Board fails to adopt an annual budget for any year, the prior year's budget shall remain in effect until a new budget is adopted or the existing budget is amended or revised. The Master Association shall provide each Member with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the Member. The copy shall be provided to the Member with the time limits set forth in sub-section 5.11 herein.

8.01.2 From time to time during the fiscal year, the Board of Directors may modify the budget for the fiscal year, and pursuant to the revised budget or otherwise the Board of Directors may, upon written notice to the Members, change the amount, frequency and/or due dates of the Assessments for Common Expenses per Lot or Unit. All of the above provisions shall apply to the adoption of an amended budget.

8.02 Assessments and Assessment Roll.

8.02.1 As soon as practicable after the adoption of a budget, or an amended budget, the Board shall fix and determine the amount and frequency of the Members' Assessments for Common Expenses, pursuant to the Master Declaration, the Articles and these By-Laws. Such Assessments shall be due not more frequently than monthly, and shall each be in an amount no less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. In the event any Assessment for Common Expenses is made payable in equal periodic payments as provided in the notice from the Master Association, such periodic payments shall automatically continue to be due and payable in the same amount and frequency as indicated in the notice, unless and/or until: (1) the notice specifically provides that the periodic payments will terminate upon the occurrence of a specified event or the payment of a specified amount, or (ii) the Master Association notifies the Member in writing of a change in the amount and/or frequency of the periodic payments. Notwithstanding the foregoing, in no event shall any Assessment for Common Expenses payable by any member be due less than ten (10) days from the date of the notification of such Assessment for Common Expenses.

8.02.2 In the event the expenditure of funds is required by the Master Association in addition to funds produced by the regular Assessments for Common Expenses, the Board of Directors may make special Assessments for Common Expenses, which shall be levied in the same manner as hereinbefore provided for regular Assessments for Common Expenses and shall be payable in the manner determined by the Board of Directors as stated in the notice of any special Assessments for Common Expenses.

8.02.3 The Master Association shall maintain an Assessment roll for each Member,

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Order: 11221122 Page 75 of 87 Requested By: garrison.barolet, Printed: 12/2/2024 4:43:20
Doc: FLLEEX:2005 00046532

designating the name and current mailing address of the Member, the amount of each Assessment payable by each Member, the dates and amounts in which the Assessments come due, the amounts paid upon the account of the Member, and the balance due.

8.03 Depositories. The funds of the Master Association shall be deposited in such banks and depositories as may be determined and approved by appropriate resolutions of the Board from time to time. Funds shall be withdrawn only upon checks and demands for money signed by such officers, Directors or other persons as may be designated by the Board.

8.04 Application of Payments and Commingling of Funds. All sums collected by, or on behalf of, the Master Association from Assessments may be commingled in a single fund or divided into more than one fund, as determined by the Board.

8.05 Financial Reporting. The Master Association shall prepare an annual financial report within 60 days after the close of the fiscal year. The Master Association shall, within the time limits set forth in subsection 5.11 herein, provide each Member with a copy of the annual financial report or a written notice that a copy of the financial report is available upon request at no charge to the member. The financial report must consist of either:

8.05.1 Financial statements presented in conformity with generally accepted accounting principles; or

8.05.2 A financial report of actual receipts and expenditures, cash basis, which report must show:

A. The amount of receipts and expenditures by classification; and

B. The beginning and ending cash balances of the Master Association.

ARTICLE IX
PARLIAMENTARY RULES

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

ARTICLE X
AMENDMENTS

Except as otherwise provided, these By-Laws may be amended in the following manner:

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

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Order: 11221122 Page 76 of 87 Requested By: garrison.barolet, Printed: 12/2/2024 4:43 PM
Doc: FLLEEX:2005 00046532

10.02 Initiation. A resolution to amend these By-Laws may be proposed by any Director, or by one or more of the Members or their authorized representatives.

10.03 Adoption of Amendments.

10.03.1 A resolution for the adoption of the proposed amendment shall be adopted by Members having not less than a majority of the votes of the entire membership of the Master Association.

10.03.2 Notwithstanding the foregoing, so long as the Developer appoints a majority of the Directors of the Master Association, the Developer shall have the right to unilaterally amend these By-Laws without the joinder or approval of any Directors or any Member; provided, however, that so long as any Lots in The Properties are subject to the Option Agreement by and between the Developer and Acacia, as defined in the Master Declaration, any amendment shall require the prior written approval of and joinder in the execution of the amendment by Acacia.

10.04 Restrictions on Amendments. No amendment shall make any changes in the qualification for membership nor in the voting rights or property rights of Members without approval by all of the Members and the joinder of all record owners of mortgages upon the Lots or Units. No amendment shall be made that is in conflict with the Master Declaration, the Articles or these By-Laws. So long as the Developer owns any portion of The Properties, or holds any mortgage encumbering any portion of the Properties other than a Unit, no amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the Developer, unless the Developer shall join in the execution of the amendment.

10.05 Execution and Recording. No modification of, or amendment to, these By-Laws shall be valid unless recorded in the public records of the county in which The Properties are located.

10.06 Administrative Requirement. Any amendment made by Developer, and any amendment made by the Members prior to the completion of seventy-five percent (75%) of all of the Units which may be built within the jurisdiction of a particular Condominium Association, must be approved by the Federal Housing Administration or by the Veterans Administration if any mortgage encumbering any Lot or Unit is guaranteed or insured by either such agency, if such amendment materially and adversely affects the Members. Such approval shall be deemed given if either agency fails to deliver written notice of its disapproval of any amendment to Developer or to the Master Association within 20 days after a request for such approval is delivered to the agency by certified mail, return receipt requested or equivalent delivery, and such approval shall be conclusively evidenced by a certificate of Developer or the Master Association that the approval was given or deemed given.

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Order: 11221122 Page 77 of 87 Requested By: garrison.barolet, Printed: 12/2/2024 4:43:20 PM
Doc: FLLEEX:2005 00046532

ARTICLE XI
RULES AND REGULATIONS

The Board may, from time to time, adopt, or amend previously adopted, Rules and Regulations concerning the use of the Common Areas and concerning the use, operation and maintenance of other portions of The Properties in order to further implement and carry out the intent of the Master Declaration, the Articles, and these By-Laws. The Board shall make available to any Member, upon request, a copy of the Rules and Regulations adopted from time to time by the Board.

ARTICLE XII
MISCELLANEOUS

12.01 Tenses and Genders. The use of any gender or of any tense in these By-Laws shall refer to all genders or to all tenses, wherever the context so requires.

12.02 Partial Invalidity. Should any of the provisions hereof be void or become unenforceable at law or in equity, the remaining provisions shall, nevertheless, be and remain in full force and effect.

12.03 Conflicts. In the event of any conflict, any applicable Florida Statute, the Master Declaration, the Articles, these By-Laws, and the Rules and Regulations of the Master Association shall govern, in that order.

12.04 Captions. Captions are inserted herein only as a matter of convenience and for reference, and in no way are intended to or shall define, limit or describe the scope of these By-Laws or the intent of any provisions hereof.

12.05 Waiver of Objections. The failure of the Board or any officers of the Master Association to comply with any terms and provisions of the Master Declaration, the Articles, or these By-Laws which relate to time limitations shall not, in and of itself, invalidate the act done or performed. Any such defect shall be waived if it is not objected to by a Member of the Master Association within thirty (30) days after the Member is notified, or becomes aware, of the defect. Furthermore, if such defect occurs at a general or special meeting, the defect shall be waived as to all Members who received notice of the meeting and failed to object to such defect at the meeting.

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Order: 11221122 Page 78 of 87 Requested By: garrison.barolet, Printed: 12/2/2024 4:43 PM
Doc: FLLEEX:2005 00046532

The foregoing was adopted as the By-Laws of the Master Association at the First Meeting of the Board on the _____ day of _____, 2005.

By: _____
John J. Coughlin, President

Attest: _____
Sara Maliva, Secretary

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Order: 11221122 Page 79 of 87 Requested By: garrison.barolet, Printed: 12/2/2024 4:43:00 PM
Doc: FLLEEX:2005 00046532

ARTICLES OF INCORPORATION

OF

REFLECTION ISLES MASTER ASSOCIATION, INC.

The undersigned incorporator, desiring to form a corporation not for profit under Chapter 617, Florida Statutes, as amended, hereby adopts the following Articles of Incorporation:

ARTICLE I
NAME AND ADDRESS

The name of the corporation shall be the REFLECTION ISLES MASTER ASSOCIATION, INC. The principal address of the corporation is 12550 New Brittany Boulevard, Fort Myers, Florida 33907. For convenience, the corporation shall be referred to in this instrument as the "Master Association", these Articles of Incorporation as the "Articles", and the By-Laws of the Master Association as the "By-Laws". Unless the context otherwise requires, all capitalized terms used in these Articles and not otherwise defined herein shall have the same meaning as attributed to them in the Master Declaration.

ARTICLE II
PURPOSES AND POWERS

2.1 Objects and Purposes. The objects and purposes of the Master Association are those objects and purposes as are authorized by the Declaration of Covenants and Restrictions for Reflection Isles recorded (or to be recorded) in the Public Records of Lee County, Florida, as hereafter amended and/or supplemented from time to time (the "Master Declaration"). The further objects and purposes of the Master Association are to preserve the values and amenities in The Properties, as same are defined in the Master Declaration, and to maintain the Common Areas thereof and any other portion of The Properties owned and/or maintained by the Master Association, for the benefit of the Members of the Master Association.

2.2 Not for Profit. The Master Association is not organized for profit and no part of the net earnings, if any, shall inure to the benefit of any Member or individual person, firm or corporation. Upon dissolution, all assets of the Master Association shall be transferred only to another not-for-profit corporation or as otherwise authorized by the Florida not-for-profit corporation statute.

2.3 The powers of the Master Association shall include and be governed by the following:

2.3.1 General. The Master Association shall have all of the common-law and statutory powers of a corporation not for profit under the Laws of Florida that are not in conflict with the provisions of these Articles, the Master Declaration, or the By-Laws.

2.3.2 Enumeration. The Master Association shall have the powers and duties

Order: 11221122 Page 80 of 87 Requested By: garrison.barolet, Printed: 12/2/2024 4:43:50
Doc: FLLEEX:2005 00046532

set forth in subsection 2.3.1 above, except as limited by these Articles, the By-Laws and the Master Declaration, and all of the powers and duties reasonably necessary to operate the Master Association pursuant to the Master Declaration, and as more particularly described in the By-Laws, as they may be amended from time to time, including, but not limited to, the following:

(a) To make and collect Assessments and other charges against Members and Owners, and to use the proceeds thereof in the exercise of its powers and duties.

(b) To sue and be sued.

(c) To buy, own, operate, lease, sell, trade and mortgage both real and personal property.

(d) To maintain, repair, replace, reconstruct, add to and operate the Common Areas and other portions of The Properties owned and/or maintained by the Master Association, and other property acquired or leased by the Master Association.

(e) To purchase insurance upon the Common Areas and insurance for the protection of the Master Association, its officers, directors and Members.

(f) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Common Areas, Lots and Units and for the health, comfort, safety and welfare of the Members.

(g) To enforce by legal means the provisions of the Master Declaration, these Articles, the By-Laws, and the Rules and Regulations for the use of the Common Areas, Lots, and Units.

(h) To contract for the management and maintenance of the Common Areas and other property owned and/or maintained by the Master Association and to authorize a management agent (which may be an affiliate of the Developer) to assist the Master Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Areas and other property owned and/or maintained by the Master Association with such funds as shall be made available by the Master Association for such purposes. The Master Association and its officers shall, however, retain at all times the powers and duties granted by the Master Declaration, By-Laws and these Articles, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Master Association.

(i) To employ personnel to perform the services required for the proper

Order: 11221122 Page 81 of 87 Requested By: garrison.barolet, Printed: 12/2/2024 4:43:40 PM
Doc: FLLEEX:2005 00046532

operation, maintenance, conservation, and use of the other property owned and/or maintained by the Master Association.

(j) To do such other things as may be necessary in and or to perform the duties and to exercise the powers provided for the Master Association in the Master Declaration.

ARTICLE III
MEMBERS

The Members of the Master Association shall be as set forth in the Master Declaration and the By-Laws of the Master Association.

ARTICLE IV
CORPORATE EXISTENCE

The Master Association shall have perpetual existence.

ARTICLE V
BOARD OF DIRECTORS

Section 5.1. Management by Directors. The property, business and affairs of the Master Association shall be managed by a Board of Directors, which shall consist of not less than three (3) persons, but as many persons as the Board of Directors shall from time to time determine but which shall always be an odd number. A majority of the directors in office shall constitute a quorum for the transaction of business. The By-Laws shall provide for meetings of directors, including an annual meeting.

Section 5.2. Original Board of Directors. The names and addresses of the first Board of Directors of the Master Association, who shall hold office until their qualified successors are duly elected and have taken office as provided in the By-Laws, are as follows:

Name	Address
John J. Coughlin	12550 New Brittany Boulevard Fort Myers, Florida 33907
Vanessa A. Richter	12550 New Brittany Boulevard Fort Myers, Florida 33907
Sara Maliva	12550 New Brittany Boulevard Fort Myers, Florida 33907

Section 5.3. Election of Members of Board of Directors. Except as otherwise provided herein and for the first Board of Directors, directors shall be elected by the Members of the Master Association at the annual meeting of the membership as provided by the By-Laws of the

Order: 11221122 Page 82 of 87 Requested By: garrison.barolet, Printed: 12/2/2024 4:43:40 PM
Doc: FLLEEX:2005 00046532

Master Association, and the By-Laws may provide for the method of voting in the election and for removal from office of directors.

Section 5.4. Duration of Office. Members elected to the Board of Directors shall hold office until the next succeeding annual meeting of Members, and thereafter until qualified successors are duly elected and have taken office.

Section 5.5. Vacancies. If a director so elected shall for any reason cease to be a director, the remaining directors so elected may elect a successor to fill the vacancy for the balance of the term.

Section 5.6. Term of Developer's Directors. The Developer shall appoint the members of the first Board of Directors and their replacements who shall hold office for periods described in the By-Laws.

ARTICLE VI
OFFICERS

Section 6.1. Officers Provided For. The Master Association shall have a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time elect.

Section 6.2. The affairs of the Master Association shall be administered by the officers holding the offices designated in the By-Laws. The officers shall be elected by the Board of Directors of the Master Association at its first meeting following the annual meeting of the members of the Master Association and shall serve at the pleasure of the Board of Directors. The By-Laws may provide for the removal from office of officers, for filling vacancies and for the duties and qualifications of the officers. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

Name and Office:	**Addresses:**
President: John J. Coughlin	12550 New Brittany Boulevard Fort Myers, Florida 33907
Vice-President: Vanessa A. Richter	12550 New Brittany Boulevard Fort Myers, Florida 33907
Secretary/Treasurer: Sara Maliva	12550 New Brittany Boulevard Fort Myers, Florida 33907

Order: 11221122 Page 83 of 87 Requested By: garrison.barolet, Printed: 12/2/2024 4:43:40 PM
Doc: FLLEEX:2005 00046532

ARTICLE VII
BY-LAWS

The Board of Directors shall adopt By-Laws consistent with these Articles of Incorporation. Such By-Laws may be altered, amended or repealed in the manner set forth in the By-Laws.

ARTICLE VIII
AMENDMENTS AND PRIORITIES

Section 8.1. Amendments to these Articles of Incorporation shall be proposed and approved by the Board of Directors and thereafter submitted to a meeting of the membership of the Master Association for adoption or rejection (by affirmative vote of 66-2/3% of the Members), all in the manner provided in, and in accordance with the notice provisions of, Chapter 617, Florida Statutes.

Section 8.2. Limitation. No amendment shall be made which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Developer, or any affiliate, successor or assign of the Developer, unless the Developer shall join in the execution of the amendment. Further, and notwithstanding anything herein to the contrary, so long as any Lots in The Properties are subject to the Option Agreement by and between the TOUSA and Acacia, both as defined in the Master Declaration, any amendment to these Articles of Incorporation shall require the prior written approval and joinder in the execution of the amendment by Acacia.

Section 8.3. Developer Amendments. Subject to the provisions of Section 8.2 above, the Developer may amend these Articles consistent with the provisions of the Master Declaration, including such provisions of the Master Declaration allowing certain amendments to be affected by the Developer alone.

Section 8.4. In case of any conflict between these Articles and the By-Laws, these Articles shall control; and in case of any conflict between these Articles of Incorporation and the Master Declaration, the Master Declaration shall control.

ARTICLE IX
INCORPORATOR

The name and address of the incorporator of this Corporation is:

Name	Address
John J. Coughlin	12550 New Brittany Boulevard Fort Myers, Florida 33907

Order: 11221122
Doc: FLLEEX:2005 00046532
Page 84 of 87
Requested By: garrison.barolet, Printed: 12/2/2024 4:43 PM
263

ARTICLE X
INDEMNIFICATION

Section 10.1. Indemnity. The Master Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, employee, officer or agent of the Master Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, unless (a) it is determined by a court of competent jurisdiction, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or that he acted in a manner he believed to be not in or opposed to the best interest of the Master Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court further determines specifically that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith or did act in a manner which he believed to be not in or opposed to the best interest of the Master Association, and with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.

Section 10.2. Expenses. To the extent that a director, officer, employee or agent of the Master Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 10.1 above or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually incurred by him in connection therewith.

Section 10.3. Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Master Association in advance of the final disposition of such action, suit or proceeding through all available appeals upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Master Association as authorized in this Article.

Section 10.4. Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by-law, agreement, vote of Members or otherwise, both as to action in his official capacity while holding such office or otherwise, and shall continue as to a person who has ceased to be director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 10.5. Insurance. The Master Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Master Association, or is or was serving at the request of the Master Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such

Order: 11221122 Page 85 of 87 Requested By: garrison.barolet, Printed: 12/2/2024 4:43:07
Doc: FLLEEX:2005 00046532

capacity, or arising out of his status as such, whether or not the Master Association would have the power to indemnify him against such liability under the provisions of this Article.

Section 10.6. Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article X may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

ARTICLE XI
REGISTERED AGENT

Until changed, E. Austin White, Esquire shall be the registered agent of the Master Association and the registered office shall be at 4501 Tamiami Trail North, Suite 214, Naples, Florida 34103.

IN WITNESS WHEREOF, the aforesaid Incorporator has hereunto set his hand this 21ST day of September, 2005.

John J. Coughlin

STATE OF FLORIDA)
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 21ST day of September, 2005, by John J. Coughlin. He is personally known to me or has produced _____ _____as identification and has, has not, taken an oath.

Doreen L. Kall
Signature of person taking acknowledgment
Doreen L. Kall
Name typed, printed or stamped

My commission expires: April 16, 2006

DOREEN L. KALL
MY COMMISSION # CC 1055-3
EXPIRES: April 16, 2006
Bonded Thru Notary Public Underwriters

Order: 11221122 Page 86 of 87 Requested By: garrison.barolet, Printed: 12/2/2024 4:43:07
Doc: FLLEEX:2005 00046532

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE
FOR THE SERVICE OF PROCESS WITHIN THIS STATE,
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

In compliance with the laws of Florida, the following is submitted:

That desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing Articles of Incorporation, in the County of Lee, State of Florida, the corporation named in said articles has named E. Austin White, Esq., whose address is 4501 Tamiami Trail North, Suite 214, Naples, Florida 34103, as its statutory registered agent.

Having been named the statutory agent of the above corporation at the place designated in this certificate, I hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open.

_____

E. Austin White
REGISTERED AGENT

Dated this _____ day of _____, 2005

This instrument was prepared by:

E. Austin White, Esquire
Becker & Poliakoff, P.A.
4501 Tamiami Trail North, Suite 214
Naples, Florida 34103
Phone: (239) 261-9555
Florida Bar No. 0222089

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Reflection Isles Rules and Standards Governing Common and Community Elements

Effective Date:	**June 22, 2023**
Supersedes:	**June 12, 2019**
Compliance to Governing Documents:	**By-laws 7. Rules and Regulations; Use Restrictions**

Definitions

Property owner aka members - Any person or persons holding deed to property located in Reflection Isle to include immediate family members living at that property.

Lessee(s) - Any person leasing property from a member that has an address within Reflection Isle.

BOD - Board of Directors

HOA - Homeowners Association

RIMABOD - Reflection Isle Master Association Board of Directors

Vehicle - Any motorized car, truck, motorcycle, electric scooter, skateboard, electric powered bicycle, or other motorized form of transportation.

Commercial Vehicle - means any vehicle that displays a company name or logo on the exterior, is adorned with signs, flags, advertisements, or any type of lettering or graphics of a commercial nature; or any vehicle with racks, ladders, staging, or other equipment or attachments of a commercial nature, including supplies or waste in connection with commercial purposes, on or visible in a vehicle or any vehicle designed by the manufacturer.

1.0 Usage of Amenities

1.1 Owners whose association fees are current, lessee with an approved lease agreement, and owner's guests may use all the amenities and common areas.

1.2 All guests must be accompanied by an owner or lessee while using any amenity. Owners will be responsible for their guests' conduct while they are using any common element or amenity.

1.3 Common area amenities may be used for organized classes and training for owners and lessee(s) only.

1.4 The use of the amenities for commercial business activities, daycare activities and for-profit activities is prohibited.

2.0 Intentional Destruction and Damage to HOA Property.

2.1 Any act or action that is intentional in nature such as breaking and entering or malicious destruction of property will be prosecuted to the fullest extent of the laws.

3.0 Rental and Leasing of Members Property (Home)

3.1 No owner's property or a portion of the property (such as a room) may be rented for less than 30 days and for no more than 3 times per year.

3.2 All leases shall be in writing and shall provide that RIMABOD has the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Master Association, applicable rules and regulations, or other applicable provisions of any agreement, document or instrument governing the Property.

3.3 An owner must submit the proposed renters or lessee and all members of the proposed renters or tenants' family to the management company for a background check prior to the renter or lessee taking occupancy. The owner must also submit a copy of the rental or lease agreement prior to occupancy. RIMABOD reserves the right to deny the renter or the tenant's admission to the community based on the results of the background check. RIMABOD will not disqualify a proposed renter or lessee due to race, religion, color, national origin, gender / gender identity, familial status,

marital status, age, sexual orientation, handicap, participation in the Section 8 Program or other subsidy programs or arbitrary discrimination.

3.4 The management company will process all background checks and the cost associated with the background check will be based on the management company's current administrative fees which will be charged to the homeowner.

3.5 All renters or lessee (s) must attend a new resident orientation. At that time, the renter or lessee will be provided with entry fobs and gate entry windshield stickers.

3.6 If the renter or lessee becomes a nuisance or disregards the community rules and regulations, RIMABOD at its discretion may begin eviction proceedings. If a renter or lessee becomes a nuisance or annoyance the member will be notified of the issues and will be expected to have the renter or lessee correct the negative behavior within 24 hours. If the issues are not corrected, RIMA may begin eviction proceedings.

3.7 Any damage to common elements done by renters or lessee will be considered the owner's responsibility and all costs incurred to repair will be assessed to the owner.

3.8 Any owner who rents or leases their property without the consent and approval of RIMABOD will be subject to fines.

4.0 Nuisance and Negligence

4.1 Owner shall be held liable for the expenses of any maintenance, repair or replacement of common areas items or facilities made necessary by their act of negligence or by that of any member of their family, guests, employees, agents, vendors, or renters.

4.2 No owner shall use their home or permit it to be used in any manner which constitutes or causes an unreasonable amount of annoyance or nuisance to the occupants of another home or which would not be consistent with the maintenance of the highest standards for a first class residential community, nor permit the premise to be used in a disorderly or unlawful way.

4.3 The use of each home shall be consistent with the existing rules and governing documents. Occupants shall always conduct themselves in a peaceful and orderly manner.

4.4 Drones or other such airborne instruments are prohibited from flying outside the perimeter of an owner's lot or and over four hundred (400) feet in altitude.

5.0 Clubhouse/Restrooms

5.1 The clubhouse is open for general use by the community from 8 AM till 10 PM. Extension of those hours for events and private parties can be arranged by contacting the management company.

5.2 The clubhouse may be rented for private parties, classes and events by contacting the management company.

5.3 No wet bathing suits are to be worn in the clubhouse.

5.4 The clubhouse cannot be used to conduct any commercial business.

5.5 After use of the clubhouse by any group, the clubhouse shall be left clean, and chairs and tables returned to their stored position.

5.6 Children under 16 years of age are prohibited from using the clubhouse unless accompanied by an owner.

5.7 Dogs are not allowed in the clubhouse or restrooms unless they are a service dog.

6.0 Fitness Center

6.1 The Fitness Center is open 24 hours a day, seven days a week for owners, lessee and guests.

6.2 Children of members or lessee must be at least 16 years of age and accompanied by an adult member or lessee.

6.3 The person using the exercise equipment shall wipe and clean the exercise equipment with sanitary wipes provided after each use.

6.4 Any broken equipment shall be tagged with an out of order sign by the member who notices the failure and reported to the management company for repairs.

7.0 Swimming Pool and Spa Usage

7.1 The rules for the swimming pool and spa usage are posted and shall be observed at all times.

7.2 Swimming and spa pool hours are from dusk till dawn seven days a week. Swimming and using the spa after dusk is strictly prohibited.

7.3 Use of the swimming pool and spa has the associated risk of drowning and owners, lessee and guest must be aware there is no lifeguard on duty.

7.4 No children under the age of 16 can use the swimming pool or spa unless accompanied by an adult member or lessee.

7.5 No glass or breakable bottles, cups, plates and containers are allowed in the swimming pool area or the pool deck. This area is defined as all outside areas from the exterior walls of the clubhouse to the fenced in areas around the pool.

7.6 No food is allowed in the swimming pool.

7.7 No dogs or pets are permitted at the swimming pool area unless they are a service dog. And under no circumstance will any service dog be permitted to enter the swimming pool or spa.

7.8 All people entering the swimming pool or spa shall shower before entering.

7.9 All children that are not toilet trained shall wear a swim diaper while using the swimming pool. If any fecal matter is discharged into the pool, contact the management company immediately and leave the pool.

7.10 The water temperature of the spa will be maintained at 104 degrees and therefore it is recommended that people with health conditions, young children and pregnant woman consult a doctor before using the spa.

7.11 No bicycles, scooters, motorcycles or other wheeled vehicles are allowed on the pool deck or in the pool.

7.12 All areas around the showers must be kept free and accessible.

8.0 Basketball, Playground and Tennis/Pickleball Courts

8.1 Basketball areas, playground and tennis/pickleball courts are open from dawn to dusk seven days a week.

8.2 No animals are allowed on the basketball court, tennis court and playground except for service dogs.

8.3 No rollerblades, skateboards, bicycles, scooters or other wheeled vehicles are allowed to be used or placed on the basketball court and tennis/pickleball court surfaces.

8.4 Tennis and pickleball players should be considerate of others and limit the time of play when others want to use the facilities.

9.0 Community Lakes (to Include storm sewers) and Conservation Easements

9.1 Swimming, boating, canoeing, kayaking or paddleboarding of any kind to include watersports and wading is **not permissible** in any of the community lakes.

9.2 Fishing (catch and release) is allowed only in areas that are adjacent to the lakes and considered common property. If your property comes in contact with a lake, fishing is allowed only from your property.

9.3 Dumping or discharging any chemicals, fertilizer, solid or hazardous waste, oil, yard waste rocks and soil or animal waste into the lake or preserve is strictly prohibited.

9.4 Tampering with any outfall pipes, aeration lines or aeration equipment in the lakes is strictly prohibited.

9.5 Construction or placing of structures on or above the ground in any preserve is prohibited.

9.6 Dumping or placing of soil or other substance or material such as landfilling or dumping or placing of trash, waste, and unsightly or offensive materials in a preserve area is prohibited.

9.7 Removal or destruction of trees, shrubs, or other vegetation apart from invasive plants in a preserve is prohibited.

10.0 Placement of Solid Waste and Recycling Receptacles for Pick-up

10.1 Solid Waste and recycling containers shall be placed on the street for pick-up no more than 24 hours prior to the scheduled pick-up and retrieved by the member or lessee no more than 12 hours after pick up.

11.0 Placement Bulk Items for Pick Up

11.1 Bulk items will be picked up every Friday and can be placed at the curb no more than 24 hours prior to pick up.

12.0 Golf Carts Operation

12.1 Golf carts may be operated only during the hours between sunrise and sunset, unless the golf cart is equipped with headlights, brake lights, turn signals, and a windshield.

12.2 Golf carts must be equipped with efficient brakes, reliable steering apparatus, safe tires, a rearview mirror, and red reflectorized warning devices in both the front and rear.

12.3 Golf carts may not be operated on any roadway or common areas of Reflection Isles Community by any person under the age of 14.

12.4 Golf carts are restricted to a maximum speed of 15 miles per hour.

12.5 Golf carts should not be operated by any individual while under the influence of alcohol, drugs or other impairment causing agent.

12.6 Golf cart occupants should not exceed the number of seats in the cart.

12.7 Golf carts should only be operated by residents, lessees and or resident's guest out of area operators are not welcomed here.

13.0 Access Gate System and Entry Fobs

13.1 Gate access stickers will be issued per vehicle and will be provided to owners and lessees residing at the members' residence only.

13.2 Members will be charged the cost of the sticker plus an administrative fee. When a member changes a vehicle, the old sticker must be returned before being issued a new sticker.

13.3 The management company will assist in the installation of the windshield stickers and collect the required member information for each vehicle.

13.4 Each member will be issued two key fobs.

13.5 If a key fob requires replacement the member will be charged the cost of the key fob plus an administrative fee.

14.0 Pets, Dogs and Animal Waste

14.1 Member may have no more than 2 dogs each. Existing members (Residing in the Community on or before adoption of these provisions) are grandfathered from need to comply with this provision.

14.2 All dogs must be on a leash no longer than 6 feet when being walked or released into the members yard if not within a fenced enclosure.

14.3 All animal waste or feces shall be removed and bagged and disposed of in the members' waste container. Placing your dog's waste in another member's waste container is prohibited.

14.4 No animals, reptiles, wildlife, livestock, or poultry of any kind shall be raised, bred or kept on any Lot or in any Unit.

15.0 Parking / Traffic Control and Driveway Parking/Usage

15.1 No vehicle shall park within 15 feet of a fire hydrant. Fire hydrants must remain open for fire department use at all times.

15.2 No parking shall be permitted within 30 feet of an intersection and no parking shall be allowed in the intersection proper.

15.3 No vehicle shall park in a manner as to block a mailbox or block an entrance to another property by blocking the driveway.

15.4 No parking shall be allowed as to block or impede a crosswalk.

15.5 Parking on all community streets is allowed from 6 AM till midnight. For those residents that require additional parking overnight, the lots located at the clubhouse and tennis courts may be utilized for no more than one night. If longer term parking is required a parking pass must be obtained from the management company and the parking pass must be displayed in the vehicle that is parked.

15.6 Parking of campers, commercial trucks, mobile homes, motor homes, trailers, any type of RV and boats are strictly prohibited on community streets without permission of the management company. If approved a parking pass must be displayed on the vehicle that is parked. Section 16.6 includes the Clubhouse and Tennis Courts parking areas. Parking passes may be obtained from the management company.

15.7 Parking is only allowed on and permitted on the side of the street without a sidewalk.

15.8 Vehicles must park in the direction of traffic flow.

15.9 No vehicles will be parked as to block a sidewalk forcing pedestrians into the street.

15.10 No vehicle will be stored in the driveway. Storing a vehicle constitutes a vehicle not being moved for 14 continuous days. Permits for longer-term vehicle storage can be obtained from the management company for acceptable and reasonable periods on an exception basis.

15.11 No parking is allowed on any grass surfaces, on curbs, and sidewalks. If parking in a grass surface area causes damage to the irrigation system, the member will be assessed for the cost to repair plus a fine.

15.12 Mobile storage units, trailers and other such containers used in conjunction with the moving or relocation process, are permitted on the driveway for no longer than five (5) days. Longer times may be permitted by the Management Company on an exception basis.

15.13 No boats, ATV's, swamp buggies, dune buggies, golf carts, wave runners, jet skis, motorcycles, mopeds, trailers, motor homes, travel trailers, campers, recreation vehicles, or commercial vehicles shall be parked anywhere on a Lot outside the garage.

15.14 No maintenance or mechanical repair of Vehicles and Vessels is permitted on the property outside the garage, except in an emergency that renders the vehicle immobile. A violation notice accompanied with fines will be issued.

15.15 Construction waste containers associated with roofing repairs and replacement may be permitted with an approved ARB permitted and for no longer than the duration of the project as listed on the ARB permit. Extensions may be obtained from the Management company for weather and/or product delivery delays.

15.16 Any vehicle, whether commercial or non-commercial with body parts missing or damaged, including but not limited to vehicles which have had the hood, door, quarter panel, bumper or truck bed removed shall be placed in the garage.

15.17 Motor homes, boats or similar vehicles that can fit completely in the driveway on the Lot without infringing on or over the continuous sidewalk, may be parked for up to 6 hours at a time, up to six (6) times per year for the sole purpose of loading or unloading and cleaning. Residents are not permitted to use the vehicle to provide sleeping arrangements or cooking while on the premises.

15.18 The community speed limit is 25 mph.

16.0 Hurricane Restrictions

16.1 In the event of a hurricane and upon notification from RIMA BOD the following temporary restrictions will be implemented prior to, during and post landfall of the hurricane. Once hurricane restrictions have been announced by RIMA BOD residents should perform the following tasks as outline in items (a) though (d).

a) All flags, lawn ornaments/decorations, planters, landscape lights should be removed from the outside of your home.
b) All playground and swing sets shall be secured to prevent being dislodged and blown into a neighbor's house.
c) All lawn and shrub debris must not be placed in the street prior to the storm. Keeping our street drainage open is a high priority.
d) The RIMA BOD may restrict residents from areas in the community where storm debris, vegetation or construction waste may have accumulated in the streets after the storm has passed. Keeping the stormwater drainage system open in the community is a high priority. Vegetation should be placed at least 2 feet from the curb in a neat pile for pick up. All other storm destruction debris is the responsibility of the homeowner.

16.2 All parking on Reflection Isle streets shall be prohibited 8 hours prior to landfall of the hurricane until the BOD rescinds the parking prohibitions. Parking Passes for the Club house or Tennis Court parking areas may be obtained for guests and family members through the management company.

17.0 Garage Sales

17.1 No garage sales, estate sales, tag sales or other similar activities may be conducted on the members' property or common area without prior approval from the Board of Directors.

17.2 At the community's request one community garage sale per year is permitted and the RIMABOD may authorize up to one additional community garage sale at its sole discretion.