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**ARTICLES OF INCORPORATION
OF
TROPICAL COVE HOMEOWNERS' ASSOCIATION, INC.
A FLORIDA NON-PROFIT CORPORATION**

The undersigned, for the purposes of organizing a corporation-not-for-profit pursuant to Part I of Chapter 617 of the Florida Statutes, do hereby make, subscribe and acknowledge the following to be the Articles of Incorporation of TROPICAL COVE HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I. NAME

The name of this Corporation shall be TROPICAL COVE HOMEOWNERS' ASSOCIATION, INC. and the duration (term) of the corporation is perpetual.

ARTICLE II. TERM OF EXISTENCE

The term for which this Corporation shall exist shall commence upon the filing of these Articles of Incorporation with the Department of State of the State of Florida and shall continue thereafter in perpetuity.

ARTICLE III. PURPOSES

The purpose for which this Corporation is organized is to establish uniform standards of development quality for residential uses for the property.

A. SPECIFIC AUTHORITY

In the furtherance of its purposes, the Corporation shall have the following rights and powers:

(1) To own and maintain, repair, and replace the real and/or personal property, included but not limited to, drainage easements and other Common Areas, Conservation Areas, landscaping and other improvements in and/or benefiting TROPICAL COVE HOMEOWNERS' ASSOCIATION, INC., for which the obligation to maintain and repair has been delegated and accepted. Notwithstanding any provision for termination or otherwise, such obligations shall not be terminated or delegated for an initial effective period of twenty-five (25) years. At the expiration of the initial period, the obligations shall automatically renew for consecutive ten (10) year periods.

(2) To control the specifications, architecture, design, appearance, elevation and location of landscaping around all buildings and improvements of any type including walls, fences, sewers, drains, disposal systems, or other structures constructed, placed or permitted to remain in TROPICAL COVE HOMEOWNERS' ASSOCIATION, INC., as well as the alteration, improvements, additions, and/or changes thereto.

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(3) To provide for maintenance, roads, street lighting, and such other services the responsibility for which has been or may be accepted by the Corporation and the capital improvements and equipment related thereto, in TROPICAL COVE HOMEOWNERS' ASSOCIATION, INC.

(4) To provide, purchase, acquire, replace, improve, maintain, and/or repair such real property, structures, street lights and other features, landscaping, paving and equipment, both real and personal, related to the health, safety, and social welfare of the members of the Corporation as the Board of Directors in its discretion determines necessary, appropriate, and/or convenient.

(5) To operate without profit for the sole and exclusive benefit of its members.

(6) To perform all of the functions contemplated of the Corporation, and undertaken by the Board of Directors of the Corporation in the Declaration of Covenants, Conditions and Restrictions for Tropical COVE, included in TROPICAL COVE HOMEOWNERS' ASSOCIATION, INC.

(7) To hold funds solely and exclusively for the benefit of the members for purposes set forth in these Articles of Incorporation.

(8) To promulgate and enforce rules, regulations, covenants, restrictions, and agreements to effectuate the purposes for which the Corporation is organized.

(9) To delegate power or powers where such is deemed in the interest of the Corporation.

(10) To purchase, lease hold, sell, mortgage, or otherwise acquire or dispose of interests in, real or personal property, except to the extent restricted hereby; to enter into, make, perform, or carry out contracts of every kind, including but not limited to contracts for the operation and maintenance of the real property dedicated to the Corporation, with any person, firm, corporation, association, or other entity; to do any and all acts necessary or expedient for carrying on any all of the activities and pursuing any and all of the activities and pursuing any and all of the objects and purposes set forth in the Articles of Incorporation and not forbidden by the laws of the State of Florida.

(11) To fix assessments to be levied against the Lots included in TROPICAL COVE HOMEOWNERS' ASSOCIATION, INC., in order to defray expenses and the costs of effectuating the objects and purposes of the Corporation, and to create reasonable reserves for such expenditures, and to authorize its Board of Directors, companies, and other organizations for the collection of such assessments.

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(12) To charge recipients for services rendered by the Corporation and the user for use of Corporation Property when such is deemed appropriate by the Board of Directors, companies, and other organizations for the collection of such assessments.

(13) To pay taxes and other charges; if any, on or against property owned or accepted by the Association.

(14) To merge with any other association which may perform similar functions, located within the same general vicinity of the real property included in TROPICAL COVE HOMEOWNERS' ASSOCIATION, INC.

(15) To maintain a surface water monitoring plan as required by the South Florida Water Management District permit.

(16) To file suit and accept service of any properly filed lawsuit, and to hire legal counsel to represent it in all COVE, administration and arbitration matters, as the case may be.

(17) In general, to have all powers conferred upon a Corporation by the laws of the State of Florida, except as prohibited herein.

ARTICLE IV. MEMBERSHIP

The Developer, as such, shall be a member of the Corporation until the right of the Developer to elect the Board of Directors shall be lost or relinquished, as more particularly set forth in Article VII(B) of these Articles. Every person or entity who is, from time to time, a record fee Owner of any lot within any subdivision included in TROPICAL COVE HOMEOWNERS' ASSOCIATION, INC. shall be a member of the Corporation; provided, however, that any such person or entity who holds such interest only as a security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, the ownership of any such lot.

ARTICLE V. INITIAL OFFICERS AND DIRECTORS

The name and address of the initial Directors of the Corporation, who shall serve until the first election thereof, and who shall also serve as the officers of the Corporation until the first election or appointment, are as follows:

Carl Tollefson
710 East Grand Highway
Clermont, Florida 34711

Corey Tollefson
710 East Grand Highway
Clermont, Florida 34711

Tom Rider
710 East Grand Highway
Clermont, Florida 34711

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ARTICLE VI. OFFICERS

The Corporation shall have a President, Vice President, and Secretary/Treasurer, and such other officers as the Board of Directors may, from time to time, by resolution create. Two or more offices may be held by the same person, except as may be prohibited by law. Officers shall be elected by the Directors for a term of one (1) year, in accordance with the By-Laws, but may be removed with or without cause by the Directors at any time.

ARTICLE VII. DIRECTORS

The affairs of the Corporation shall be managed by a Board of Directors consisting of three (3) members, initially. The number of members constituting the Board of Directors may, from time to time, be increased or decreased, as may be provided in the By-Laws, but shall never be less than three (3).

A. TERMS OF OFFICE

Directors shall generally serve a term of one (1) year each and shall be elected at the annual meeting of the membership. However, the members of the Board of Directors shall serve until their successors are elected and qualify. In the case of a vacancy upon the Board of Directors, whether occasioned by the resignation or removal of a member or the creation of a new directorship, the Board of Directors and the newly appointed member shall serve until the next election of Directors.

B. DEVELOPER'S RIGHT TO ELECT BOARD

The Developer shall have the right to elect the members of the Board of Directors until the sale of the last lot owned by the Developer or until such right is relinquished by the Developer. For these purposes, TROPICAL COVE HOMEOWNERS' ASSOCIATION, INC. shall be deemed to include the additions to TROPICAL COVE HOMEOWNERS' ASSOCIATION, INC. made by the Developer prior to the loss or relinquishment of such right.

C. ELECTION OF MEMBERS

Following the loss or relinquishment of the initial right of the Developer to elect the Board of Directors, as set forth in Section (b) above, the members of the Board of Directors shall be elected by the membership (including the Developer, as lot owner, and as a member of the Corporation, by reason of being a Lot Owner). Every Director elected by the membership but not by the Developer shall be a member of the Corporation. All such elections shall be by a member of the Corporation. All such elections shall be by plurality of votes, and the member of the Board of Directors receiving the largest number of votes shall be the Chairman of the Board of Directors.

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D. VOTING OF MEMBERS

Each Lot Owner including the Developer, as a Lot Owner, shall be entitled to one (1) vote for each lot included in TROPICAL COVE HOMEOWNERS' ASSOCIATION, INC.

The foregoing shall be true even though the Owner may combine several lots into one building site, so that the Owner of two and one-half lots, included in one building site, shall be entitled to two and one-half votes. The owner of a fractional portion of a lot shall be entitled to a proportionate portion of a vote. When one or more persons holds any undivided interest in any such lot, all such persons shall be members and the vote for such lot shall be exercised as they determine among themselves, but, in no event shall more than one vote be cast with respect to any one lot. The vote for any lot cannot be divided for any issue and must be voted as a whole. If more than one person holds such interest in any such lot, those persons present at any meeting (even though less than all of the persons holding such interest in the lot, including those represented by proxy) shall be entitled to cast the vote as they among themselves determine. Except as otherwise provided in these Articles, the Declaration with respect to the subdivision included in TROPICAL COVE HOMEOWNERS' ASSOCIATION, INC. or by law, the affirmative vote of a majority of the lots represented at any meeting duly called and at which a quorum is present shall be binding upon the membership.

ARTICLE VIII. ASSESSMENTS

The Corporation will obtain funds with which to operate by the assessment of the Lot Owners in accordance with the Declaration of the Covenants and Restrictions included in TROPICAL COVE HOMEOWNERS' ASSOCIATION, INC., as supplemented by the provisions of these Articles and of the By-Laws of the Corporation relating thereto. All assessments shall be in equal amount per lot as set forth in the Declaration of Covenants and Restrictions.

ARTICLE IX. BY-LAWS AND AMENDMENT OF ARTICLES

The By-Laws shall be adopted and may be amended by the Directors, consistent with these Articles and the Declaration. These Articles may be altered, amended, or repealed by resolution of the Board of Directors, consistent with the Declaration, and in conformity with Chapter 617 of the Florida Statutes.

ARTICLE X. REGISTERED AGENT AND OFFICE

The initial registered office of this Corporation shall be located at Suite C, 1105 Cape Coral Parkway East, Cape Coral, Florida 33904, and the initial registered agent at that address is Darrin R. Schutt, Esq.

Having been named to accept service of process for the above stated Corporation, at the place designated in these Articles of Incorporation, I hereby agree to act in this capacity, and I

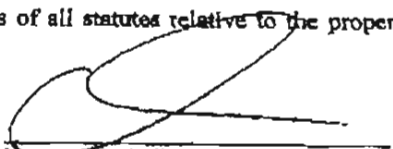
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further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.


 Name: Darin R. Schutt
 Title: Registered Agent

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ARTICLE XI. RIGHTS OF DEVELOPER

The rights of the Developer set forth herein, including without limitation, the right to make additions to TROPICAL COVE HOMEOWNERS' ASSOCIATION, INC., and the right to elect the members of the Board of Directors, shall be deemed to be personal property and shall be freely alienable as such. No amendment may be made to these Articles which in any way limits or restricts the rights of the Developer hereunder or as set forth in the By-Laws or Declaration without the written approval of the Developer, including, without limitation, the right to make additions to the subdivision.

ARTICLE XII. INDEMNIFICATION OF OFFICERS AND DIRECTORS

A. The Corporation hereby indemnifies any Director or officer made a party or threatened to be made a party to any threatened, pending, or completed action, suit or proceeding:

(1) Whether civil, criminal, administrative, or investigative, other than one by or in the right of the Corporation to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity of Director or officer of the Corporation, or in his capacity as Director, officer, employee, or agent of any other corporation, partnership, joint venture, trust, or other enterprise which he served at the request of the Corporation, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorney's fees actually and necessarily incurred as a result of such action, suit, or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Corporation, and in criminal actions or proceedings, without reasonable ground for belief and that such action was unlawful. The termination of any such action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent shall not in itself create a presumption that any such Director or officer did not act in good faith in the reasonable belief that such action was in the best interests of the Corporation or that he had reasonable grounds for belief that such action was unlawful.

(2) By or in the right of the Corporation to procure a judgment in its favor by reason of its being or having been a Director or officer of the Corporation, or by reason of his being or having been a Director, officer, employee, or agent of any other enterprise which he serves at the request of the Corporation, against the reasonable expenses,

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including attorney's fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein if such person acted in good faith in the reasonable belief that such action was in the best interest of the Corporation. Such person shall not be entitled to indemnification in relation to matters to which such person has been adjudged to have been guilty of negligence or misconduct in the performance of his duty to the Corporation unless, and only to the extent that, the COVE, administrative agency, or investigative body before which such action, suit, or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

B. The Board of Directors shall determine whether amounts for which a Director or officer seeks indemnification were properly incurred and whether such Director or officer acted in good faith and in a manner he reasonably believed to be in the best interest of the Corporation, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit, or proceeding.

C. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Corporation to indemnify under applicable law.

ARTICLE XIII. TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

No contract or transaction between the Corporation and one or more of its Directors or officers, or between the Corporation and any other corporation, partnership, association, or other organization in which one or more of its Directors or officers are Directors or officers, have a financial interest, shall be invalid, void, or voidable solely for this reason, or solely because the Director or officer is present or at which at or participated in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because this or their votes are counted for such purpose. No Director or officer of the Corporation shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

ARTICLE XIV. DISSOLUTION OF THE ASSOCIATION

Upon dissolution of the Corporation, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:

A. Property, whether real, personal, or mixed which constitutes or is directly or indirectly related to, a surface water management system, if any, shall be dedicated to an appropriate governmental agency, or if not accepted, to a similar non-profit corporation, as may

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be required by the South Florida Water Management District. This provision may not be amended without the consent of the South Florida Water Management District.

B. Except as provided in Paragraph (1) above, real property contributed to the Corporation without the receipt of other than nominal consideration by Developer (or its predecessor in interest) shall be returned to Developer unless it refuses to accept the conveyance (in whole or in part). This provision may not be amended without the consent of the Developer.

C. Remaining assets shall be distributed among the members, subject to the limitations set forth below as tenants in common; each member's share of the assets to be determined in accordance with its voting rights.

The Corporation may be dissolved upon a resolution to that effect being recommended by three-fourths (3/4) of the members of the Board of Directors, and, if such decree be necessary at the time of dissolution, after receipt of an appropriate decree as set forth in Florida Statutes Section 617 or statute of similar import, and approved by two-thirds (2/3) of the voting rights of the Corporation's members.

ARTICLE XV. INCORPORATOR

The name and address of the Incorporator is:

Darrin R. Schutt, Esq.
Suite C, 1105 Cape Coral Parkway East
Cape Coral, Florida 33904

IN WITNESS WHEREOF, the Incorporator hereunto set his hand and seal, this 18th day March, 2004, at Lee County, Florida.


Darrin R. Schutt, Esq.

**BY-LAWS
OF
TROPICAL COVE HOMEOWNERS' ASSOCIATION, INC.**

**ARTICLE I
NAME AND LOCATION**

The name of the corporation is TROPICAL COVE HOMEOWNERS' ASSOCIATION, INC., hereinafter referred to as the "Association." The initial principal office of the corporation shall be located at 12751 New Brittany Avenue, 5th Floor, Fort Myers, Florida 33907 or such other place as is designated by the Board of Directors, but meetings of the members of this Association and directors may be held at such places as may be designated by the Board of Directors.

**ARTICLE II
DEFINITIONS**

The definitions of capitalized terms set forth in the Declaration of Covenants, Conditions and Restrictions for Tropical Cove (the "Declaration") are hereby incorporated by reference.

**ARTICLE III
MEETING OF MEMBERS**

Section 1. Annual Meetings. The Board shall schedule regular annual meetings to occur within 120 days after the close of the Association's fiscal year, on such date and at such time and place as the Board shall determine. Each subsequent regular annual meeting of the Members shall be held within the same calendar quarter of each succeeding year at the discretion of the Board of Directors. Member meetings will not be held on any day that is a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Notice shall also be posted in a conspicuous place 48 hours in advance of the meeting. Such notice shall specify the place, day, and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of limited or general proxies entitled to cast, thirty percent (30%) of the votes of the membership shall

**EXHIBIT "D"
BY-LAWS**

constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. Unless otherwise provided in these By-Laws, the Articles of Incorporation, or Declaration, decision shall be made by a majority of the voting interests represented at a meeting at which a quorum in present.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by limited proxy. All proxies shall be in writing and filed with the secretary prior to its use. Every proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meeting thereof. A proxy is not valid for a period longer than 90 days after the date of the first meeting for which it was given. A proxy is revocable at any time at the pleasure of the Member who executes it. Limited proxies may also be used for votes taken to amend the Articles of Incorporation or these By-Laws or for any matter that requires or permits a vote of the Members.

ARTICLE IV BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number and Qualification. So long as an Originator owns at least one (1) lot in the Subdivision, the affairs of this Association shall be managed by a board of at least three (3) directors appointed by an Originator who shall serve at the pleasure of an Originator (or any party to which an Originator assigns such rights). Thereafter the Board of Directors shall consist of either three (3) members or five (5) members as determined by the Members at each annual meeting. So long as an Originator owns at least one (1) lot in the Subdivision, any person eighteen (18) years of age or older may be appointed to the Board of Directors. After the Originator has relinquished control of the Association ("Turnover") only Members of the Association may be elected as members of the Board of Directors.

Section 2. Term of Office. After Turnover, the term of office for all Directors shall be one year. The Directors appointed by an Originator shall hold office as determined by an Originator until Turnover. Thereafter, election of Directors shall take place at each annual meeting.

Section 3. Removal and Vacancies. Except for members of the Board of Directors appointed by an Originator, any Director may be removed from the Board of Directors, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation, or removal of a Director, his successor shall be selected by the remaining members of the Board of Directors and shall serve for the unexpired term of his predecessor.

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

ARTICLE V NOMINATION AND ELECTION OF DIRECTORS

Section 1. Prior to Turnover. Prior to Turnover, an Originator shall appoint the members of the Board of Directors, who shall serve at the pleasure of said Originator (or any such party to which Originator has assigned such rights). After Turnover, Members shall be entitled to elect the members of the Board of Directors in accordance with this Article.

Section 2. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. After Turnover, such nominations may be made from among Members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 3. Use of Proxy. For election of members of the Board of Directors, Members shall vote in person at a meeting of the Members or by a ballot that the Member personally casts.

ARTICLE VI MEETINGS OF DIRECTORS

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

(a) adopt and publish rules and regulations governing the use of the Common Areas and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and rights to use of the Common Areas of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties, and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these By-laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deemed necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Association, by and through the Board of Directors, to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by thirty percent (30%) of the Members who are entitled to vote, at least ten (10) days prior to the meeting or special meeting; all such records to be retained for at least seven (7) years;

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

(c) as more fully provided in the Declaration, to:

(1) establish the annual Association Budget and fix the amount of the annual assessment against each Lot in accordance with the Declaration and Florida law;

(2) send written notice of each annual budget to every Owner in accordance with the Declaration and Florida law; and

(3) foreclose the lien against any Lot for which assessments are not paid in accordance with the Declaration and Florida law or to bring an action at law against the Owner personally obligated to pay the same.

(d) issue or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. Reasonable charges may be made by the Board of Directors for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

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

(g) cause the Common Areas to be maintained and grounds to be maintained;

(h) establish prior to the beginning of the fiscal year and prior to setting the assessments of the coming year, an annual budget for the Association, including maintenance of Common Areas, and to establish reserve accounts for replacement of those parts of the Common Areas which have a limited useful life span; and

(i) initiate or defend litigation on behalf of the Association.

Section 3. Meetings. A meeting of the Board of Directors occurs whenever a quorum of the Board gathers to conduct Association business. All meetings of the Board of Directors are open to all Members, except for meetings between the Board of Directors 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 all Board of Directors meetings must be posted in a conspicuous place on the in accordance with the Declaration and Florida law. In the alternative, if notice is not posted in a conspicuous place on the Property, notice of each Board of Directors meeting must be mailed or delivered to each Member in accordance with the Declaration and Florida law. An assessment may not be levied at a Board of Directors meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments. Directors may not vote by proxy or by secret ballot at Board of Directors meetings, except that secret ballots may be used in the election of officers.

ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, a secretary, and a treasurer, and such other officers as the Board of Directors may from time to time by resolution create.

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

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

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

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

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

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

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

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board of Directors are carried out; shall sign all leases, mortgages, deeds, and other written instruments and shall sign all checks and promissory notes.

Vice-President

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

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board of Directors and of the Members; keep appropriate current records showing Members of the Association together with their addresses, and shall perform such other duties as required by the Board of Directors.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare or have prepared an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the Members.

ARTICLE IX COMMITTEES

The Association shall appoint a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X BOOKS AND RECORDS

Section 1. The books, records, and papers of the Association shall at all times during reasonable business hours be subject to inspection by any Member. The Declaration, the Articles of Incorporation, and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

Section 2. Minutes of all meetings of Members and of the Board of Directors shall be kept in a businesslike manner and shall be available for inspection by Members, or their authorized representatives, and Board members at reasonable times subsequent to transfer of control of the Association to owners other than the Declarant. The Association shall retain these minutes in accordance with the Declaration and Florida law.

Section 3. The Association shall maintain each of the following items, when applicable, which shall constitute the official records of the Association:

- (a) A copy of the plans, specifications, permits, and warranties for the improvements to the Common Areas, if any, but not including the construction drawings of the individual homes and lots.
 - (b) A copy of the By-Laws of this Association and of each amendment to the By-Laws.
 - (c) A copy of the Articles of Incorporation of the Association, or other documents creating the Association, and of each amendment thereto.
 - (d) A copy of the Declaration and each amendment thereto.
 - (e) A copy of the current rules of the Association.
 - (f) The minutes of all meetings of the Association, of the Board of Directors and of Members, which minutes shall be retained in accordance with the Declaration and Florida law.
 - (g) A current roster of all Members and their mailing addresses, parcel identifications, and, if known, telephone numbers.
 - (h) All current insurance policies of the Association or a copy thereof, which policies must be retained in accordance with the Declaration and Florida law.
-

(i) A current copy of all contracts to which the Association is a party, including any management agreement, lease, or other contract to which the Association is a party or under which the Association has an obligation or responsibility. Bids for work to be performed shall also be considered official records and shall be maintained in accordance with the Declaration and Florida law.

(j) Accounting records for the Association and separate accounting records for each parcel, according to generally accepted accounting principles. All accounting records shall be maintained in accordance with the Declaration and Florida law. The accounting records shall be open to inspection by Members or their authorized representatives at reasonable times. The failure of the Association to permit inspection of its accounting records by a Member or their authorized representatives entitles any person prevailing in an enforcement action to recover reasonable attorney's fees from the person in control of the books and records who, directly or indirectly, knowingly denied access to the books and records for inspection. The accounting records shall include, but are not limited to:

1. Accurate, itemized, and detailed records of all receipts and expenditures.
2. A current account and a periodic statement of the account for each Member of the Association, designating the name of the Member, the due date and amount of each assessment, the amount paid upon the account, and the balance due.
3. All tax returns, financial statements, and financial reports of the Association.
4. Any other records that identify, measure, record, or communicate financial information.

ARTICLE XI ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association all assessments as listed in the Declaration, which are secured by a continuing lien upon the property against which the assessment is made. Any assessments that are not paid when due shall be delinquent. If the assessment is not paid in accordance with the Declaration and Florida law, the assessment shall bear interest at the rate of eighteen percent per annum (18%) and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment, provided however, in no event shall this interest rate exceed the maximum allowed by law. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Property or abandonment of his Lot.

**ARTICLE XII
CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the words: Tropical Cove Homeowners' Association, Inc., and within the center the word "Florida" and the year of incorporation.

**ARTICLE XIII
AMENDMENTS**

Section 1. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-laws, the Articles shall control; and in the case of any conflict between the Declaration and the By-Laws, the Declaration shall control.

**ARTICLE XIV
MISCELLANEOUS**

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

**ARTICLE XIV
FNMA/FHA/VA APPROVAL**

Prior to Turnover, the following actions will require the prior approval of the Federal National Mortgage Association (FNMA), Federal Housing Administration (FHA) or Veterans Administration (VA):

- (a) Amendment of these Bylaws; or
- (b) Merger, consolidation, and/or dissolution of the Association.
- (c) Annexation of additional properties.
- (d) Mortgaging of Common Areas.

**ARTICLE XV
RIGHT OF MEMBERS TO PEACEFULLY ASSEMBLE**

All common areas serving any homeowner's association shall be available to Members and their invited guests for the use intended for such areas. The entity or entities responsible for the operation of the common areas may adopt reasonable rules and regulations pertaining to the use of

such common areas. No entity or entities shall unreasonably restrict any Member's right to peaceably assemble or right to invite public officers or candidate for public office to appear and speak in common areas.

ARTICLE XVI INDEMNIFICATION OF OFFICERS AND DIRECTORS

To the fullest extent permitted by law, the Association shall indemnify any person who is or was a party, or is threatened to be made a party, to any threatened, pending, or completed action, suit, or other type of proceeding (other than an action by or in the right of the Association), whether civil, criminal, administrative, investigative, or otherwise and whether formal or informal, by reason of the fact that such person is or was a director or officer of the Association or is or was serving at the request of the Association as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against judgments, amounts paid in settlement, penalties, fines (including an excise tax assessed with respect to any employee benefit plan), and expenses (including attorneys' fees, paralegals' fees, and court costs) actually and reasonably incurred in connection with any such action, suit, or other proceeding, including any appeal thereof, if such person acted in good faith and in a manner such person reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful. The termination of any such action, suit, or other proceeding by judgment, order, settlement, or 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 and in a manner that such person reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that such person's conduct was unlawful. The foregoing indemnification obligations shall be controlled and interpreted by applicable Florida statutes with respect to the indemnification of directors and officers of a not-for-profit corporation.

CERTIFICATE OF AMENDMENT
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS

TROPICAL COVE HOMEOWNERS' ASSOCIATION, INC.

WE HEREBY CERTIFY that the following amendment to the Declaration of Covenants, Conditions and Restrictions of Tropical Cove Homeowners' Association, Inc. which original Declaration of Covenants, Conditions and Restrictions for TROPICAL COVE HOMEOWNERS' ASSOCIATION were originally recorded in Official Records Book 4345 at Page 0110 and amended January 4, 2007 as Instrument 200700000191 of Lee County, Florida were duly approved by the Developer this 16th day of April, 2007.

AMENDMENT
TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

Additions are indicated by underlining.
Deletions are indicated by ~~striking through~~.

ARTICLE II

LAND USE

2.06 Fining. The Directors may, pursuant to (F.S. 720.305,) impose fines against a unit not to exceed the maximum permissible by law, for failure to comply with the provisions of the Declaration of Covenants, Conditions and Restrictions, Articles of Incorporation, Bylaws and Rules and Regulations by owners, family members, guests, occupants, licensees, tenants and invitees. A fine may be imposed for each day of continuing violation with a single notice and opportunity for hearing, provided that no fine shall exceed such maximum amount as is permissible by law.

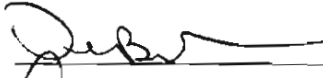
(a) Notice. The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include:

(1) A statement of the date, time and place of the hearing;

- (2) A statement of the provisions of the Declaration of Condominium, Articles of Incorporation, Bylaws, or Rules and Regulations which have allegedly been violated;
- (3) A short and plain statement of the matters asserted by the Association.
- (b) Hearing. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association. The hearing shall be held before a Committee of other unit owners. If the Committee does not agree with the fine, the fine may not be levied. Should the Association be required to initiate legal proceedings to collect a duly levied fine, the prevailing party in an action to collect said fine shall be entitled to an award of costs and a reasonable attorney's fee incurred before trial, at trial and on appeal. The payment of fines shall be the ultimate responsibility of the unit owner, even when the violations for which fines have been levied arise out of the conduct of family members, guests, occupants, licensee, invitees and tenants.
- (c) 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 Association may be otherwise legally entitled; however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

IN WITNESS WHEREOF, we have affixed our hands this 16th day of April, 2007,
at Lee County, Florida.

WITNESSES:



Dianne M. Racine

TROPICAL COVE HOMEOWNERS'
ASSOCIATION, INC.

BY: 

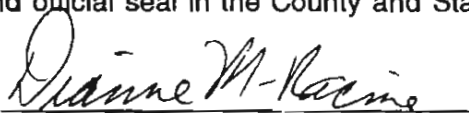
Scott Wolfe, Developer

STATE OF FLORIDA:
COUNTY OF LEE:


I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Scott Wolfe well known to me to be the Developer respectively of TROPICAL COVE HOMEOWNER'S ASSOCIATION, INC. and he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said association.

WITNESS my hand and official seal in the County and State last aforesaid this 16TH day of April, 2007.

My Commission Expires:


NOTARY PUBLIC

Prepared by:
Scott Wolfe, Developer
c/o Benson's, Inc.
12650 Whitehall Drive
Fort Myers, FL 33907

NOTARY PUBLIC-STATE OF FLORIDA
 Dianne M. Racine
Commission #DD444936
Expires: JULY 02, 2009
Bonded Thru Atlantic Bonding Co., Inc.

Prepared By and Return To:

Karen Harkness, Esq.
Mercedes Homes, Inc.
6767 N. Wickham Rd., Suite 500
Melbourne, FL 32940

Cross reference to Declaration
recorded in Official Records
Book 4345, Page 110, Public
Records of Lee County, Florida

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**FIRST AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
TROPICAL COVE**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TROPICAL COVE (this "Amendment") is made this ____ day of December, 2006, by MERCEDES HOMES, INC. a Florida corporation (hereinafter referred to as "Successor Developer").

RECITALS:

WHEREAS, the Tropical Cove community is encumbered by that certain Declaration of Covenants, Conditions and Restrictions for Tropical Cove recorded the 24th day of June, 2004, in Official Records Book 4345, Pages 110 – 134 of the Public Records of Lee County, Florida (the "Declaration") (all capitalized but undefined terms used herein shall have the meanings assigned to same in the Declaration); and

WHEREAS, Pursuant to Article I, Section 1.08, of the Declaration, "... the Initial Developer's obligations to any Lot or the Owner of any Lot with regard to the Association or this Declaration shall terminate when that Lot is transferred from the Initial Developer to the Successor Developer."; and

WHEREAS, the Initial Developer has sold all of its right, title and interest in and to all of the Lots subject to this Declaration to Successor Developer; and

WHEREAS, it is the desire of the Successor Developer to amend the Declaration in order to comply with Chapter 720, Florida Statutes; and

¶ WHEREAS, in accordance with Section 720.303, Florida Statutes, the initial governing documents of an association operating a community must be recorded in the official records of the county in which the community is located; and

WHEREAS, the Articles of Incorporation of Tropical Cove Homeowners Association, Inc. (the "Association") and the Association's By-laws were inadvertently not appended to the Declaration at the time of recordation.

NOW THEREFORE, the Declaration is hereby amended to add the Association's Articles of Incorporation and By-laws attached hereto and incorporated into the Declaration as Exhibits "C" and "D", respectively

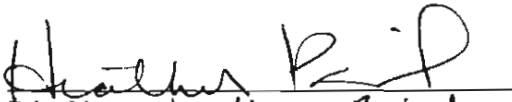
Except as modified and amended by this Amendment, the Declaration shall remain in full force and effect.

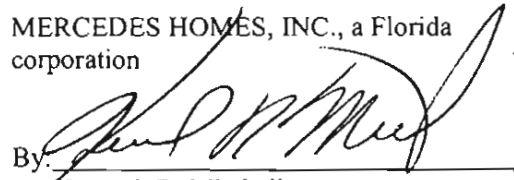
IN WITNESS WHEREOF, the undersigned duly authorized officer of the Successor Developer has executed this Amendment as of the day and year first written above.

Signed, sealed and delivered
in the presence of:

SUCCESSOR DEVELOPER:

MERCEDES HOMES, INC., a Florida
corporation

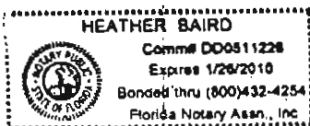

Print Name: Heather Baird

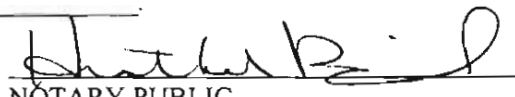
By: 
Kenneth R. Mitchell
President, Land Division


Print Name: Mary J. Quinlan

STATE OF FLORIDA)
) ss
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me this 26 day of December, 2006, by Kenneth R. Mitchell as President, Land Division of MERCEDES HOMES, INC., a Florida corporation. He is personally known to me, or has produced the following type of identification _____




NOTARY PUBLIC
Print Name: Heather Baird
Commission No.: DD0511226
My Commission Expires: 01/26/2010

CERTIFICATE OF AMENDMENT
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS

TROPICAL COVE HOMEOWNERS' ASSOCIATION, INC.

WE HEREBY CERTIFY that the following amendment to the Declaration of Covenants, Conditions and Restrictions of Tropical Cove Homeowners' Association, Inc. which original Declaration of Covenants, Conditions and Restrictions for TROPICAL COVE HOMEOWNERS' ASSOCIATION were originally recorded in Official Records Book 4345 at Page 0110 and amended January 4, 2007 as Instrument 200700000191 of Lee County, Florida were duly approved by the Developer this 16th day of April, 2007.

AMENDMENT
TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

Additions are indicated by underlining.
Deletions are indicated by ~~striking through~~.

2.07 The following "Specific Restrictions" apply to all Lots in ***Tropical Cove***:

...

~~G. All Lots must have a driveway of stable and permanent construction extending from the adjacent street to the dwelling, which shall have an enclosed garage large enough for at least two vehicles; carport are prohibited. All driveways must be constructed with stone pavers, only.~~

~~H. No vehicle may be parked in any right of way, which includes all streets and entrances to streets and driveways.~~

~~I. No disabled vehicles may be parked or stored on the property unless kept in a covered garage.~~

~~J. No recreational motor vehicles, motor homes, campers, camping trailers, house trailers or any other vehicle containing a sleeping quarters are permitted on the property, nor may a property owner store such a vehicle on the property unless titled by the Owner of the Lot or specifically approved by the Association.~~

G. Motor Vehicles; Parking. No motor vehicle (which by definition includes "motorcycles") shall be parked anywhere on the property except in driveways and or garages or any other area the association may deem as a designated parking area. Under no circumstances shall any motor vehicle be allowed to park on the street. Vehicles so parked in violation of this "no street parking" provision are subject to all sanctions including towing. No vehicles which are primarily used for commercial purposes, other than service vehicles temporarily present on business, nor any trailers, may be parked on the association property. Trucks, boats, boat trailers, trailers, semi-trailers, house trailers, campers, travel trailers, mobile homes, motor homes, recreational vehicles, and the like, and any vehicles not in operable condition or validly licensed, may not be kept on the property, including golf carts. For the purpose of the foregoing sentence, the term "kept" shall mean present for either a period of six (6) consecutive hours or overnight, whichever is less.

(1) "Commercial Vehicles" means all vehicles of every kind whatsoever, which from viewing the exterior of the commercial markings, signs, lettering, displays, equipment, inventory, apparatus or otherwise indicates a commercial use.

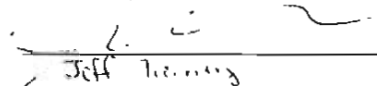
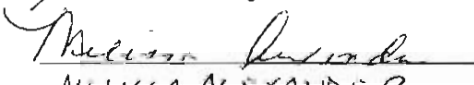
(2) "Trucks" means any motor vehicle which is designed or used principally for the carriage of goods and includes a motor vehicle to which has been added a cabinet box, a bed, a platform, a rack, or other equipment for the purpose of carrying goods other than the personal effects of the passengers, whether or not said cabinet box, bed, platform or rack has been enclosed by a cap, "topper" or other enclosure. This definition shall specifically include "pickup trucks", but shall not include passenger "custom" and like vans (provided same are not "commercial" vehicles, as defined above) currently marketed under the following manufacturers name plates: Ford Windstar, Chrysler Town & Country, Toyota Sierra, Honda Odyssey and all other vehicles of similar design and custom passenger vans. The term truck shall not include "Jeeps" if same do not have a cabinet box, bed, platform, box or rack, as described above and if same are not "non-passenger" vehicles, as described below; such as Ford Explorer, Chevrolet Suburban, Jeep Cherokee, Toyota Sequoia and the like. Prohibited are any vehicles modified from the original manufactured standards of the automobile company, which includes the adding of oversized tires or other modifications to the suspension of said vehicle.

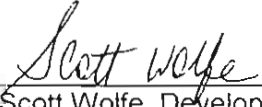
Balance of Section relettered as appropriate.

IN WITNESS WHEREOF, we have affixed our hands this 16th day of April, 2007, at Lee County, Florida.

WITNESSES:

TROPICAL COVE HOMEOWNERS'
ASSOCIATION, INC.


Jeff Thomas

MELISSA ALEXANDER

BY: 
Scott Wolfe, Developer

STATE OF FLORIDA:
COUNTY OF LEE:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Scott Wolfe well known to me to be the Developer respectively of TROPICAL COVE HOMEOWNER'S ASSOCIATION, INC. and he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said association.

WITNESS my hand and official seal in the County and State last aforesaid this 16TH day of April, 2007.

My Commission Expires:


NOTARY PUBLIC

Prepared by:
Scott Wolfe, Developer
c/o Benson's, Inc.
12650 Whitehall Drive
Fort Myers, FL 33907



**TROPICAL COVE HOMEOWNERS
ASSOCIATION, INC.
RULES & REGULATIONS**

Home Exteriors. The Owner of each Home has the duty to maintain his Home and all exterior surfaces, roofs, facias and soffits of the Home and other improvements located on his Lot in a neat, orderly and attractive manner. The Owner's maintenance duty includes maintaining screens, screen enclosures, windows and doors. The minimum standard for the Owner's performance of exterior maintenance is consistency with the general appearance of the Home as initially constructed and subsequently improved, considering, normal weathering and fading of exterior finishes, but not to the point of unsightliness. Each Home Owner is required to clean, repaint or restrain, as appropriate, the exterior portions of his Home (with the same colors initially used), including exterior surfaces of garage doors, as often as is necessary to comply with the minimum standard. The Board of Directors may adopt rules governing the frequency of required exterior Home cleaning, repainting or restraining.

Association's Maintenance Right Upon Non-Compliance. The Association and its agents may enter any Lot following Notice to its Owner and during reasonable hours to inspect the Lot, Improvements and Landscaping. If the Association determines the Owner's Maintenance duty is not being performed, the Association will notify the Owner. Except in an emergency, following Notice and the expiration of any cure period set forth in the notice, the Board may perform the necessary Maintenance to the extent the Owner has failed to do so. All costs of Maintenance incurred by the Association hereunder will be assessed to the Owner and Lot as an Individual Assessment.

Offensive Activities and Nuisances. No illegal, noxious, unpleasant, unsightly, noisy, or offensive activity shall be carried on or conducted upon or from any Lot nor shall anything be done thereon which may be or tend to become or cause an unreasonable annoyance or nuisance, whether public or private, to residents in the immediate vicinity, or to Daniels Preserve in general, or which may be or tend to become an interference with the comfortable and quiet use, occupation, or enjoyment of any other Lot or any commonproperty, unless specifically approved in writing by the Association. No activity that unreasonably interferes with another Owner's use and enjoyment of his Lot or the Common Areas may be conducted or maintained on any Lot. Any activity on a Lot which interferes with television, cable, radio, or internet reception on another Lot is a nuisance and a prohibited activity.

Temporary Structures; Gas Tanks; Other Outdoor Equipment. Except as may be approved or used by Declarant during construction and sales, no structure or a temporary character, or trailer, mobile home or recreational vehicle, is permitted on The Properties at any time. No gas tank, gas container or gas cylinder is permitted to be placed on a Lot, except a tank used for one (1) swimming pool heater which is screened from view, one (1) gas cylinder connected to a barbeque grill and another tank as is designed and used for household purposes. Any outdoor equipment such as, but not limited to, pool pumps and water softening devices must be reasonably screened from the view of adjacent and contiguous Lots, sidewalks, lakes and Roads by landscaping or other means.

Signs. No sign or billboard of any kind may be displayed to the public view from any Lot or Home including window signs without the prior written consent of the Board of Directors (which consent may be withheld in their sole discretion) except as follows:

-One professional sign inserted in a sign holder by an Owner or an Owner's real estate agent advertising the Lot for sale or lease; the sign must be removed promptly after the sale or lease of the Lot.

-The sign must be no larger than a 9" x 12" black frame. The post must be black, no more than 4 feet in length with a tan face and black letters. The setback of said sign must be 20 feet from the roadway.

Pets. No reptiles, livestock, poultry, pigs (including pot bellied pigs) or animals of any kind, nature, or description shall be kept, bred, or raised upon subject property unless specifically approved in writing by the association, except for dogs, cats, birds, or other usual and customary household pets (which weigh less than seventy-five pounds) which may be kept, raised, and maintained upon subject property, provided that the same are not kept, raised, or maintained thereon for business or commercial purposes, or in number deemed unreasonable by the Declarant or the Association in the exercise of their reasonable discretion. Numbers in excess of three (3) of each such type of household pet, or a total of five (5) (other than aquarium-kept fish) shall be prima facie and considered unreasonable. Notwithstanding the foregoing provisions of this section permitting the dogs, cats, birds, or other usual and customary household pets, however, no such reptiles, animals, birds, or other pets may be kept, raised or maintained on the subject property under circumstances which, in the good faith judgment of the Declarant of the Association, shall constitute an unreasonable annoyance or nuisance to the residents in the vicinity or an unreasonable interference with the comfortable and quiet use, occupation, and enjoyment of other Lots or adjoining Common Areas. Any pet must be carried or kept on a leash when outside a Home or fenced-in area. Each Owner shall be responsible for his or her pets and the pets of any person residing in his or her Home.

Any residence shall pick up and remove any solid animal waste deposited by his or her pet on the Common Area or on other Lots, except as designated pet-walk areas, if any. The Association may require any pet to be immediately and permanently removed from the Properties due to a violation of this section, or may seek other remedies as provided in this Declaration. The Association may grant written permission allowing any owner to keep on any lot other animals not specifically permitted herein. Permission may be withdrawn at any time and may have specific restrictions placed on it by the Association, which may be modified by the Association from time to time at its sole discretion.

Visibility at Intersections. No obstruction to visibility at intersections of the Roads of Common Areas intersections are permitted; provided, that neither the Association nor the Declarant is liable in any manner to any person or entity, including Owners, their families, guests, invitees, agents, and contractors, for any damages, injured or deaths arising from any violation.

Parking of Vehicles. No bus, trailer, or other "commercial vehicle", and no mobile home, motor home, house trailer, camper, boat, boat trailer, horse trailer, or other recreational vehicle or the like shall be permitted to be parked or stored on

the Properties unless parked or stored entirely within and fully enclosed by a garage; nor shall any commercial or recreational vehicle or the like be permitted to be parked or stored on any street in front of or adjacent to any Lot on which bona fide ongoing construction activity is taking place; nor shall that foregoing provision apply to parking on "a temporary or short-term basis" (as that term is hereinafter defined)

Repair of Vehicles. No passenger automobile, commercial, recreational, or other motorized vehicle, or trailer able boat, or the like, shall be dismantled, serviced, rebuilt, repaired, or repainted on any Lot. Notwithstanding the foregoing provision, it is expressly provided that the foregoing restriction shall not be deemed to prevent or prohibit those activities (not exceeding four (4) hours) normally associated with and incident to the day-to-day washing, waxing, and polishing of a vehicles or repairs as may be necessary in an emergency situation. Repairs, service, or painting made within the confines of a garage or designated enclosure may be denied by the Association or deemed a nuisance by the Association.

Motorcycles, etc. No motorcycle, golf carts, motor scooters, moped, ATV, (all Terrain Vehicle), or other two-wheeled, three-wheeled, or four-wheeled motorized vehicle, or the like, shall be permitted to be parked or stored on any Lot, unless outfitted with an appropriate noise reduction devise which is in working order. The foregoing vehicles shall be parked or stored entirely within, and fully enclosed by, a garage; except for those which may be used or employed in connection with the internal security of the Properties and the maintenance and operation of the Common Area or for sales and promotion by the Declarant. Notwithstanding, the foregoing provision permitting motorcycles, motor scoters, mopeds, ATV (all terrain vehicle), or other two-wheel, three-wheel, or four-wheel motorized vehicles or the like with an appropriate noise reduction device, no such vehicle shall be allowed on the Properties under circumstances which, in the good faith judgment of the Declarant or the Association, shall constitute an unreasonable annoyance or nuisance to the residents in the vicinity or an unreasonable interference with the comfortable and quiet use, occupation, and enjoyment of any other Lot or adjoining Common Area. The Association or Declarant may, at its sole discretion, grant permission for the use and storage or such vehicles, notwithstanding the foregoing provisions. Such permission may be withdrawn at any time, from time to time, for any reason at the sole discretion of the Association or Declarant. Permission may have specific restrictions attached to it an deemed necessary by the Declarant or the Association any violation of those restrictions or the Association deeming that the vehicle is a nuisance shall be considered prima facie evidence of an automatic revocation and withdrawal of permission.

Street Parking. NO vehicle may be parked in any right of way, which includes all streets, entrances to streets and driveways. No disabled or inoperable vehicles may be parked or stored on the property unless kept in a covered garage. All vehicles shall be parked only on paved areas of the Lot. Any violation of any parking restrictions shall subject the vehicle to being towed at the owner's expense.

Private Passenger Vehicles. The owner or residents of any Home may not keep vehicles parked outside any Home on a regular or recurring basis unless parked

on the driveway, without the prior written consent of the Association. All vehicles parked within the properties must be in a reasonably good appearance and good working order, and no vehicle which is unlicensed or which cannot operate on its own power may be parked on any Lot outside a Home. Any vehicle considered by the Association to be creating an unreasonable annoyance or which is in an unsightly condition may be prohibited or removed by the Association or the Association may prevent access to the Roads by the vehicle.

Commercial Vehicle. The term "**Commercial Vehicle**" shall mean and be defined as a truck, motor home, bus, or van or greater than three-quarter (3/4) ton capacity or as designed as such by the State of Florida Division of Motor Vehicles, and any vehicle, including a passenger automobile, with a sign displayed on any part thereof advertising any kind of business or on or within which any commercial materials and/or tools are visible.

Removal by the Association. Subject only to Governmental Regulations, any private, commercial, recreational, or other vehicle parked or stored in violation of this Declaration or the Parking Rules may be towed away or otherwise removed by or at the request of the Association and as the sole expenses of the Owner of the private, commercial, recreational, or other vehicle in violation of the Declaration or the Parking Rules. In the event of towing or other removal, the Declarant, the Association and their agents and employees shall not be liable or responsible to the Owner of the vehicle, or any Lot Owner, Or any other person or entity, for trespass, conversion, or damage incurred as an incident to towing or removal, or for the cost or towing or removal, or otherwise; nor shall the Declarant, the Association and their agents and employees, be guilty of any criminal act or have any civil liability by reason of towing or removal.

Garbage and Trash Disposal. No garbage, refuse, trash or rubbish (including materials for recycling) may be placed outside of a Home, except as permitted by the Association. The requirements from time to time of the applicable Governmental Authority or other company association responsible for the collection of waste must be followed. All equipment for the storage or disposal of garbage must be kept clean and sanitary. Containers may not be placed out for collection sooner than 24 hours prior to scheduled collection and must be removed within 12 hours of collection. Trash containers must be placed within a screen enclosure area which may require approval from the ARB.

No Drying. No clothing, laundry, or wash may be aired or dried on any portion of The Properties.

Air Conditioner Units and Reflective Materials. No air conditioning units may be mounted through windows or walls of Homes. No Home may have 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 as may be approved for energy conservation purposes.

Driveway and Sidewalk Surfaces. No Owner may install any sidewalk or driveway which has a surface material or color different than the material and color originally used or approved by the Declarant. Further, no Owner may change any existing sidewalk or driveway in any manner unless approved by the Board of Directors.

Fences, Walls and Hedges. Except as otherwise expressly provided in this provision, no fence, wall or hedge more than five (5) feet in height shall be erected or maintained on a Lot. Fences must be of an open style and constructed of a material as approved by the Association. No chain link fencing is allowed. Notwithstanding the foregoing, the Association may permit up to six (6) foot high privacy fences along side property lines provided that: (a) the fence is constructed with the style and material as designated by the Association; (b) the fence is necessary to provide rear yard privacy for a deck, lanai, pool or spa; and (c) the fence is confined to a line no greater than from the rear corner of the house to a point 30 feet from the rear property line. All air conditioning equipment, pool equipment, pumps, filters, and water conditioning equipment shall be screened from the view of adjoining Homes, street, Common Areas, Conservation Area and Lakes by privacy walls, fences or hedges. Although the Association, from time to time, will specify acceptable fence types and materials, all fences, hedges, walls, and other boundary structures or improvements shall at all times be subject to the approval of the Board of Directors. No fences shall be located within any easement.

Trees. No tree shall be removed from any Lot without the prior written consent of the Board of Directors. Approval shall be reasonably given, however, if removal is necessary in connection with the location of the Home on a particular Lot where the preservation of any tree would result in a hardship or require extraordinary design measures in connection with the location of the Home on the Lot. As used herein, the term "tree" shall mean and be defined as any tree having a caliper of one inch (1") or greater in diameter as measured four feet above ground level.

Radio Transmission Equipment. Radio, microwave, or other electronic transmission equipment, including ham radios, citizens band radios, outside antennas, outside sending devices, and the like, shall not be permitted on any Lot. The Association may approve, in writing, the use of small dish type receiving devices so long as the operation of that equipment does not interfere with ordinary radio and television reception or communication equipment and so long as the placement of the equipment is not visible from any street or road and is deemed aesthetically acceptable by the ARC. Satellite dishes are permitted provided they are installed past the front Plane of the building and must be approved by the ARC.

Landscaping. Each Owner shall, at his sole costs and expense, maintain their landscaping in accordance with the Association Landscaping Regulations. This obligation includes regular mowing, pruning, trimming, watering and applying of insecticides/pesticides and fertilizer. Any changes from the original landscape design are subject to the owner submitting plans to the Architectural Review Committee. No tree(s) existing at the time of purchase shall be removed from any Lot.

Lake Restrictions. No swimming, fishing, boating or any other use of the lake, by any resident, regardless of definition, guests or other invitees is permitted.

Firearms, Explosives. The discharge of firearms or other explosive devices, including any type of fireworks is expressly prohibited anywhere within Association Property.

Fires. No open fires are permitted anywhere within the Association Property. Under NO circumstances may combustion able or noxious materials be burned on the Lots.

Solicitation. There shall be no solicitation permitted by any persons anywhere in or about Association Property for any cause, charity or for any purpose whatsoever, unless specifically authorized in advance by the Association.

Lot transfers and leasing. Owners have no restrictions on transfers of their Lot; however, the Association must be notified by the new Owner of any transfer of title to a Lot in writing within 30 days of the completion of the transfer. Should any Owner decide to lease his residence, the Association reserves the right to interview the proposed lessee. The Owner must provide the proposed lease to the Association within five (5) business days of its execution, and any proposed lease must be for a minimum term of at least six (6) months unless otherwise approved by the Association in writing. Any guests occupying homes more than fourteen days must be registered with the Association.

Portable basketball hoops, grills and any other such recreational items being kept on the Property (especially in front areas) must be brought in by midnight and stored in the garage or other enclosed area of the home.

Storm Panels. Storm panels, hurricane shutters are NOT to be placed, rolled down or shut on the exterior of any home unless a tropical storm warning, tropical storm watch, hurricane watch or hurricane warning has been issued for Lee County. The panels or shutters are to be removed within five days after the watch or warning has been lifted.

Homeowners wishing to leave their homes shuttered or panel up when leaving the house unoccupied for a period of 30 days or longer may do so if the panels are clear or color matched to the building. The panels, etc. must have ARB approval prior to the purchase and initial installation to the home. Storm panels will only be permitted to remain up during hurricane season or from June 1 through November 31 only.

NO galvanized or bare aluminum panels, shutters will be placed, rolled down or shuttered on the exterior of any home unless Lee County has had a tropical storm watch, tropical storm warning, hurricane warning or hurricane watch placed in effect.

Nothing in this section should be construed to prohibit a homeowner from purchasing or installing a bare metal, bare aluminum or galvanized storm protection panels or shutters.

Garage Sales. An owner wishing to have a garage sale within the community, must have prior written consent from the Board.

TROPICAL COVE HOMEOWNERS' ASSOCIATION, INC.

C/O BENSON'S, INC.

AAMC

Accredited Association Management Company

12650 WHITEHALL DRIVE, FORT MYERS, FLORIDA 33907-3619

239-277-0718 FAX: 239-936-8310

E-Mail: bcam@bensonsinc.com

Web Site: www.bensonsinc.com

Each board of administration shall adopt hurricane shutter specifications for each building within the association which shall include color, style, and other factors deemed relevant by the board. All specifications adopted by the board shall comply with the applicable building code. Notwithstanding any provision to the contrary in the association documents, if approval is required by the documents, a board shall not refuse to approve the installation or replacement of hurricane shutters conforming to the specifications adopted by the board. The installation, replacement and maintenance of such shutters in accordance with the procedures set forth herein shall not be deemed a material alteration to the common elements. Should the Homeowner decide to use a substitute hurricane protection product other than the shutters, it will also require ARB approval.

SPECIFICATION LIST FOR HURRICANE SHUTTERS

- 1. Type of Shutter: Roll Down, Hurricane panels, or Accordion type shutters.**
- 2. Material: Aluminum**
- 3. Color: White or Beige to blend in with exterior color of the building (All paint shall be factory finished)**
- 4. Installation:**
 - A. Over windows and sliding glass doors must be on the exterior of the building.**
 - B. On porches, lanais, and screened balconies must be on the inside of the screen.**
- 5. All suppliers to be approved shall have the following on file with the association:**
 - A. Drawings that are sealed and certified by a qualified, Independent Engineer who is licensed in the State of Florida showing that all specified products meet coastal wind load requirements, Standard Building Code, South Florida Building Code and Dade County Building Code.**
 - B. A certificate of insurance from the supplier's agent showing finished product liability, business liability and workers compensation coverage.**
 - C. Drawings of proposed installations.**
- 6. All proposals for installations shall include a written contract stating the work to be done.**
- 7. Contractor shall supply a certification signed by an officer of the Company stating all installations will meet the requirements of law including the Florida Condominium Act.**

TROPICAL COVE HOMEOWNERS ASSOCIATION

LANDSCAPE REGULATIONS

ADOPTED July 16, 2007

TROPICAL COVE HOMEOWNERS ASSOCIATION LANDSCAPING REGULATIONS

Landscaping & Plant Materials

Submit for approval, an architectural application with survey indicating type and location of landscaping, prior to commencing work.

A. Shall not be removed without ARC approval

B. LANDSCAPE LIGHTING & DECORATIVE STRUCTURES

1. Wiring shall be buried and out of sight
2. Transformers shall be obscured from view
3. Must not be a nuisance to neighbors
4. No trellis' are allowed
5. Water fountains, sculptures or statues are not permitted in view from street.

C. PLANT MATERIAL

1. Trees

a. Type

- 1) See recommended plant list attached hereto
- 2) Fruit trees are approved with the following conditions:
 - a) Must be planted at least 10' from property lines
 - b) Shall not be a nuisance due to insects or rodents
 - c) Fallen fruit must be picked up.
 - d) Shall be well-trimmed
 - e) Shall only be in the backyard

b. Setback for trees other than fruit-bearing trees

- 1) 3' from side property line
- 2) No trees are permitted in the 20' lake easement.
- 3) For the health of the tree, the planting of flowers around swale trees is not permitted.

2. Hedging

a. Spacing

- 1) Shall be continuous (i.e. planted on 18 inch centers)

b. Type

- 1) See recommended plant list attached hereto

c. Setback

- 1) Inside property line by 18 inches
- 2) Landscaping shall not extend into lake easement
- 3) On corner lots, must be set back 5' from sidewalk

d. Height

- 1) Must maintain height between 4 and 5 feet

3. Plants

a. Type

- 1) No artificial vegetation allowed (includes grass, plants, etc..)
- 2) See recommended plant list attached hereto
- 3) Adding new planter beds or replacing plants in existing beds requires prior approval.
- 4) Shall not encroach into the 20 foot lake maintenance easement
- 5) For the health of the tree, the planting of flowers around swale trees is not permitted.

Recommended Plant List for Landscaping

<i>SHADE TREES:</i>	<i>SHRUBS:</i>
Live Oak	Wax Myrtle
Laurel Oak	Red Tip Coco Plum
Mahogany	Sea Grape
Carrotwood	Hibiscus
East Palatka Holly	Orange Jasmine
Black Olive	Pittosporum
	Bougainvillea
	Ilex Shilling
<i>SMALL TO MEDIUM TREES</i>	Ligustrum
Ligustrum	Philodendron Selloum
Cattley Guava	Viburnum
Wax Myrtle	India Hawthorne
Bottlebrush	Thryallis
Dahoon Holly	Fakahatchee Grass
Silver Buttonwood	Silver Buttonwood
Loquat	Gardenia
	Downey Jasmine
	Guava
	Podocarpus
<i>PALMS:</i>	<i>GROUND COVERS:</i>
Sable Palms	Liriope
Queen Palms	Gold Lantana
Pygmy Date Palms	Blue Daze
Washington Palms	Boston Fern
Canary Island Date Palms	Purple Lantana
Everglades or Paurotis Palms	Junipers
European Fan Palms	Rheo Discolor
Areca Palms	Periwinkle
King Sago Palms	
Majesty Palms	