CC&Rs

THE ALEXANDRA HOMEOWNERS ASSOCIATION INC

This instrument prepared by:
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2092399 OR: 2222 PG: 0152
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DECLARATION OF RESTRICTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE ALEXANDRA AT WORLD TENNIS CENTER

THIS DECLARATION is made this 21st day of August, 1996, by **ALEXANDRA (U.S.A.), INC.**, a Florida corporation (hereinafter called "Developer").

BACKGROUND

A. Developer is the owner of a parcel of land located in Collier County, Florida, legally described on Exhibit 1 hereto (the "Site") which Developer has subdivided into lots pursuant to the Plat (as hereafter defined), as well as certain facilities which are intended for the common use and enjoyment of the owners of real property subject to the WTC Declaration (hereafter defined) within the Site pursuant to a general plan of development, such development to be known as "The Alexandra at World Tennis Center" or "The Alexandra"); and

B. The Site constitutes a portion of a certain parcel of land being called the "Properties" or the "Property" and having the definition so used in that Declaration of Restrictive Covenants, Conditions, Restrictions and Easements for World Tennis Center recorded in Official Records Book 1037, Page 1156, of the Public Records of Collier County, Florida, as amended and supplemented and developed as a residential living community with certain recreational and other amenities and facilities for the common use and enjoyment of the owners of residential living units located on the Properties, which includes the residential living units which are to be built on the Site; and

C. In order to (i) insure that such general plan of development is adhered to; (ii) establish certain continuing relationships in the form of mutual rights and obligations between Developer and the persons who acquire ownership of Lots (as hereinafter defined) developed in The Alexandra by Developer, and their respective successors, with respect to use, enjoyment and maintenance of certain areas and facilities (hereafter described) and (iii) protect, preserve and enhance the value of The Alexandra and the Residences (as hereinafter defined) constructed on it, Developer has determined that this Declaration, establishing certain easements, servitudes, restrictions, and conditions in the form of covenants running with the land shall be binding upon, enforceable against and inure to the benefit of all such present and future owners

of property developed within The Alexandra and shall run with title to the land hereby and hereafter subjected to it; and

D. Developer desires to hereby subject the Site to the terms and conditions of this Declaration.

NOW, THEREFORE, Developer hereby declares that title to the Site, including, but not limited to, all Lots (as hereinafter defined) now and hereafter existing thereon shall be held, sold, conveyed, encumbered, used and occupied subject to the terms and conditions of the Declaration as covenants running with the land enforceable as aforesaid.

ARTICLE I
Definitions

Section 1. The following terms when used in this Declaration shall have the following meanings:

a) "Articles" means the Articles of Incorporation of the Association, as hereafter defined, and as attached hereto as Exhibit 2.

b) "Association" shall mean and refer to The Alexandra Homeowners Association, Inc., a non-profit Florida corporation, whose purpose is to provide services hereunder, to assess Owners for such services and to collect assessments in accordance with the provisions of this Declaration and the governing documents of the Association.

c) "Board" means the Board of Directors of the Association.

d) "By-Laws" means the By-Laws of the Association as attached hereto as Exhibit 3 as it may be amended in the future.

e) "Common Properties" shall mean and refer to any roadways, rights of way, open spaces, storm water management and drainage fixtures, parks and recreational facilities and other portions of the Site which are not conveyed by the Developer to third parties for use as the site of a Residence and which are not Lots.

f) "First Mortgagee" shall mean and refer to an Institutional Lender, as hereafter defined, which holds a first mortgage encumbering a Lot as hereafter defined, and which has notified the Association in writing that it holds the same.

g) "Institutional Lender" shall mean and refer to a commercial or savings bank, savings and loan association, mortgage company, life insurance company, pension fund, business trust or governmental agency or corporation, including, but not limited to, a real estate investment trust, or any assignee of a loan made by

paid by the Association for discharge of any lien or encumbrance levied against the Common Properties, or portions thereof; and the costs of any other expenses incurred by the Association for any reason whatsoever in connection with the Common Properties for the benefit of all of the Owners.

o) "WTC" shall mean and refer to the WTC Community Association, Inc., a non-profit Florida corporation, whose purpose is to administer all common properties of World Tennis Center including Common properties (as defined herein) in accordance with the Declaration of Restrictive Covenants, Conditions, Restrictions and Easements for World Tennis Center, recorded in Official Records Book 1037, Pages 1156, of the Public Records of Collier County, Florida as amended (the "WTC Declaration"), and the governing documents of WTC, membership in which shall be appurtenant to ownership of a Lot.

p) "WTC Common Properties" shall mean and refer to the Common Properties as defined under the WTC Declaration, including all amendments thereto and including the Common Properties as defined herein.

q) "Tennis Club Facility" shall mean and refer to the portion of the Properties on which certain recreational facilities, including tennis courts, stadium, clubhouse and swimming pool.

r) "Club" shall mean and refer to World Tennis Club, Inc., a non-profit Florida corporation, membership in which shall be appurtenant to ownership of a Lot and which manages and owns the Tennis Club Facility.

ARTICLE II
Owner's Property Rights

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of use and enjoyment in, to and over the Common Properties which shall be appurtenant to and shall pass with title to said Owner's Lot, subject to the following provisions:

a) The right of the Association to reasonably limit use of the Common Properties in a manner not inconsistent with any limitations set forth by WTC.

b) The right of the Association to establish uniform rules and regulations pertaining to the use of the Common Properties in a manner not inconsistent with any rules and regulations established by WTC.

c) The right of WTC in accordance with its Articles of Incorporation and By-Laws and Article II of the WTC Declaration, with the vote or written assent of two-thirds (2/3) of each class of members of WTC (excluding therefrom the voting power of Developer) to borrow money for the purpose of improving the Common Properties, subject to the provisions of Article V of the WTC Declaration, to

mortgage, pledge, or hypothecate any or all of the real or personal property, owned by it, as security for money borrowed or debts incurred, provided that the Developer consents to same so long as it remains a member of WTC. Provided further that the rights of any such mortgagee shall be subordinated to the use and enjoyment rights of the Owners herein.

d) The right of the Association to suspend the voting rights and right to use the Common Properties (except to the extent needed as a means of ingress and egress) of an Owner for any period during which any assessment or dues against or due from his Lot remains unpaid and delinquent; and for a period not to exceed ninety (90) days for any single infraction of the published rules and regulations of the Association, provided that any suspension of such voting rights or right to use the Common Properties, shall be made only by the Board of Directors of the Association, after notice and an opportunity for a hearing as provided in the By-Laws of the Association.

e) Subject to the provisions of Article V of the WTC Declaration, the right of WTC to dedicate, release, alienate or transfer all or any part of the Common Properties to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication, release, alienation or transfer shall be effective, unless members entitled to cast two-thirds (2/3) of the voting power of each class of members therein (excluding the voting power of Developer), agree to such dedication, release, alienation or transfer, and with the consent thereto of the Developer so long as it remains a member.

f) The right of the Developer (and its sales agents, customers and representatives) to the non-exclusive use of the Common Properties without charge, for sales, display, access, ingress, egress and exhibit purposes.

Section 2. Delegation of Use. Any Owner may extend or delegate, as the case may be, in accordance with the By-Laws, his right of enjoyment to the Common Properties and facilities to the members of his family, or to his tenants and contract purchasers who reside in his Residence, subject to reasonable regulation by the Board.

Section 3. Parking. The Association, through its officers, committees and agents, is hereby empowered to establish parking regulations and to enforce these parking regulations by all means lawful for such enforcement, including the removal of any violating vehicle by those so empowered.

Section 4. Easements for Pedestrian and Vehicular Traffic. In addition to the general easements for use of the Common Properties reserved herein, there shall be, and Developer hereby reserves and covenants for itself with respect to all portions of the Site, whether or not presently subject to this Declaration and for and on behalf of all future Owners within The Alexandra that Developer and each and every Owner shall have a non-exclusive easement appurtenant to his Lot, for pedestrian and vehicular traffic over all drives within the Common Properties, subject to the parking provisions set forth in Section 3 of Article II hereof.

Section 5. Easements for Public Services Use. In addition to the foregoing easements over the Common Properties there shall be easements as described on the Plat for the benefit of Developer and for all future Owners which easements are for support, maintenance, repair and for public services, including, but not limited to, utilities and the right of the police to enter upon any part of the Common Properties and any Lot for the purpose of enforcing the law. Further, Developer hereby reserves and covenants for itself and all future Owners, easements and the right to grant same for grounds and landscaping, maintenance and lawn service.

Section 6. Developer's Reserved Rights. Developer reserves the right to grant additional easements over the Common Property and to impose additional restrictions on its use so long as pursuant to its overall plans for development of The Alexandra.

Section 7. Waiver of Use. No Owner may exempt himself from personal liability for Assessments duly levied by the Association, or release the Lot owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Common Properties by abandonment of his Lot.

Section 8. Title to the Common Properties. When title to all Lots including any Lots on any additional property which is subsequently made subject hereto) have been conveyed by Developer to purchasers thereof, or on December 31, 2006, whichever first occurs, or sooner at the option of the Developer, the Developer shall convey to WTC the fee simple title to the Common Properties and WTC shall accept such conveyance. The Developer, and thereafter WTC, shall hold title to the Common Properties for the benefit of those persons entitled to use same under the provisions hereof. Developer may mortgage the Common Properties to finance the original development and construction thereof, provided that the lender recognizes the rights of the Owners hereunder.

ARTICLE III
Membership in Association

Every Owner of a Lot, and the Developer, shall be a member ("Member") of the Association, as well as WTC and the Club, and no Owner shall have more than one membership in the Association with respect to each Lot owned. Membership in the Association shall be mandatory for all Owners and shall not be assignable, except to the successor in interest of the Owner's Lot, and every membership of an Owner in the Association shall be appurtenant to and inseparable from ownership of his Lot. Ownership of such Lot shall be the sole qualification for membership of an Owner in the Association.

ARTICLE IV
Voting Rights

There shall be such classes of members in the Association as are from time to time established by the Articles or By-Laws. The voting rights of such members shall be such, and votes shall be cast, as set forth in said documents.

Notwithstanding anything to the contrary in any of the aforesaid documents, Developer shall have the right to appoint the Board of Directors of the Association until the first to occur of the following events: (i) three months after ninety percent (90%) of lots to be operated by the Association have been conveyed to Members, or (ii) at any time that Developer voluntarily permits, or takes action which will permit, members other than itself to elect a majority at which time members other than the Developer are entitled to elect at least a majority of the members of the board of directors of the Association. The occurrence of the foregoing is hereafter called "Turnover". The Developer is entitled to elect at least one member of the board of directors of the Association as long as the Developer holds for sale in the ordinary course of business, at least five percent of the lots. After Turnover, the Developer may exercise its right to vote with respect to any lots owned by it in the same manner as any other member except for the purpose of reacquiring control of the Association or selecting the majority of the members of the board of directors.

ARTICLE V
Covenants for Maintenance Assessments

Section 1. Creation of Lien and Personal Obligation for Assessments. The Developer hereby covenants and each Owner of a Lot, by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association the following:

a) Common assessments or expenses;

b) Special assessments for capital improvements and other special assessments; and

c) Annual or special additional Lot assessments or charges.

Such assessments shall be established and collected as hereinafter provided. All such assessments, together with interest thereon and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof, when delinquent, shall also be the personal obligation of the person or entity who was the Owner of such Lot at the time when the assessment fell due. If approved by the Board of Directors the assessment due in respect to each Lot to WTC and the Club may be collected by the Association and remitted by it to WTC and the Club.

Section 2. Common Assessment.

a) Purpose of Assessment. The Common Assessment levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Site and, in particular, for maintenance, operation and replacement of any portions of each Lot and Residence and any other

improvement or expense designated in Article IX, Section 2 for which the Association is responsible for maintenance and care.

b) Basis for Assessment.

(i) Owner Parcels. Except as provided otherwise, including, but not limited to Article IX, Section 2 each Lot which has been conveyed to an Owner shall be assessed at a uniform rate. For the purpose of assessment, the term "Owner" shall exclude the Developer.

(ii) Developer Owned Lots. Notwithstanding any provisions herein to the contrary, the Association shall not, for any reason, assess any Developer owned Lots located within the Site so long as said Lots are not leased to others and so long as Class B voting rights (as defined in the By-Laws) exist. However, for such time as Class B voting rights exist, Developer shall contribute to the Association, directly or indirectly, such amounts as may be necessary to meet any deficit as may be created between the operating expenses of the Association and the Association's receipts and receivables from Owner assessments.

c) Method of Assessment. By a vote of a majority of the Board of Directors of the Association, said Board shall fix the annual assessment upon the basis provided above, provided, however, that the annual assessments shall be sufficient to meet the obligations imposed by the Declaration. The Board shall set the date or dates such assessments shall become due. The Board may provide for collection of assessments annually or in monthly, quarterly or semi-annual installments, provided, however, that upon default in the payment of any one or more installments, the entire balance of said assessment may be accelerated at the option of the Board and be declared due and payable in full.

Section 3. Special Assessment for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment ("Special Assessment") applicable to that year for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement for which it is responsible pursuant to Article IX, including fixtures and personal property related thereto, and provided that any such assessment shall have the assent of the Class B member or members and of two-thirds (2/3) of the votes of the Class A Members voting in person or by proxy at a special meeting duly called for that purpose. In addition, the Association may levy a Special Assessment in the same manner as herein above described for the purpose of defraying, in whole or in part, the cost of any unusual or emergency matters that affect all of the members of the Association.

Section 4. Special Lot Assessments. In addition to the assessments authorized above, the Association may levy in any assessment year a special assessment against a particular Lot for the

purpose of defraying, in whole or in part, the cost of any repair or replacement of a capital improvement upon such Lot including fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the votes of the Owners of all Lots who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence with respect to the assessable Lots on the day of conveyance of the first Lot to an Owner who is not the Developer. The initial assessment on any assessable Lot shall be collected at the time of closing when title to said Lot is conveyed to the Owner. During the initial year of ownership, each Owner shall be responsible for the full pro rata share of the annual assessment charged to his Lot.

Section 6. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within ten (10) days after the due date will bear interest from the due date at a percentage rate not to exceed eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot and interest, costs and reasonable attorneys' fees of any such action will be added to the amount of such assessment. Each such Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association the right and power to bring all actions against such Owner personally for the collection of such assessments as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosures by an action brought in the name of the Association in a like manner as a mortgage lien on real property, and such Owner hereby expressly grants to the Association a power of sale in connection with said lien. The lien provided for in this Section shall be in favor of the Association and shall be for the benefit of all Lot Owners. The Association, acting on behalf of the Owners, shall have the power to bid for an interest foreclosed at such foreclosure sale and to acquire and hold, lease, mortgage and convey the same. No Owner may waive or otherwise avoid liability for the assessments provided for herein by non use of the Common Properties or abandonment of his Lot.

Section 7. Annual Budget. By a majority vote of the Board of Directors of the Association, the Board shall adopt an annual budget for the subsequent fiscal year, which shall provide for allocation of expenses in such a manner that the obligations imposed by this Declaration will be met. Each Lot subject to assessments will be liable for an equal share of the total of such assessments.

Section 8. Certificate of Payment. The Treasurer of the Association, upon demand of any Owner liable for an assessment, shall furnish to said Owner a certificate in writing signed by a director, setting forth whether such assessment has been paid. Such certificate, when co-signed by the Secretary of the Association, shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Real Estate Taxes. In the event the Common Properties are taxed separately from Lots, the Association shall include such taxes as part of the common assessments. In the

event the Common Properties are taxed as a component of the value of the Lot owned by each Owner, it shall be the obligation of each Owner to promptly pay such taxes prior to their becoming a lien on the Lot.

Section 10. Special Assessments Against Selected Owners. The Association may, subject to the provisions of Section 4 of this Article, levy Special Assessments against selected Owners who have caused the Association to incur special expenses due to willful or negligent acts of said Owners, their guests or agents. All Common Assessments shall be collected monthly.

Section 11. Finances of Association. The Board of Directors shall cause to be prepared an annual balance sheet and operating statement reflecting income and expenditures of the Association for each fiscal year, and shall cause a copy of each such statement to be distributed to each Member, and to each First Mortgagee which has filed a written request for copies of the same with the Board of Directors, in the manner provided in the By-Laws of the Association. At least sixty (60) days prior to the beginning of each fiscal year, the Board of Directors shall prepare and distribute to the membership of the Association a written, itemized budget of the expenses to be incurred by the Association during such year in performing its functions under this Declaration, which may include reasonable provision for contingencies and deposits into a reserve fund for maintenance of any improvements for which it is responsible pursuant to Article IX. At the end of any fiscal year of the Association, the Owners may determine that all excess funds remaining in the Association's operating account, over and above the amounts used for the operation of the Site, shall be returned to the Owners proportionately, or may be retained by the Association and used to reduce the following year's Common Assessments.

Section 12. Exempt Property. Common Expenses shall only be assessed against Lots which are subject to assessment under the provisions hereof, and all other portions of The Alexandra shall be exempt therefrom.

Section 13. Notice of Claim of Lien. No action shall be brought to enforce any assessment lien herein, unless at least thirty (30) days has expired following the date a Notice of Claim of Lien is deposited in the United States mail, certified or registered, postage prepaid, to the Owner of the Lot, and a copy thereof has been recorded by the Association in the office of the Clerk of the Circuit Court of Collier County, Florida; said Notice of Claim of Lien must recite a good and sufficient legal description of any such Lot, the record Owner or reputed Owner thereof, the amount claimed (which may at the Association's option include interest on the unpaid assessment at eighteen (18%) percent per annum, plus reasonable attorneys' fees and expenses of collection in connection with the debt secured by said lien), and the name and address of the claimant. Such Notice of Claim of Lien shall be signed and acknowledged by an officer of the Association. The lien shall continue until fully paid or otherwise satisfied.

Section 14. Foreclosure Sale. The assessment lien set forth herein may be foreclosed in the same manner as mortgages are foreclosed under Florida law. The Association, through duly

authorized agents, shall have the power to bid on any Lot at a foreclosure sale, and to acquire and hold, lease, mortgage and convey the same.

Section 15. Cumulative Remedies. The assessment liens and the right to foreclose and sell thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, as above provided.

Section 16. Subordination of the Lien to Mortgages. The lien securing the assessments provided for herein shall be subordinate to the lien of any First Mortgage (meaning any recorded mortgage with first priority or seniority over all other mortgages) made in good faith and for value and recorded prior to the date on which a Notice of Claim, pursuant to such lien, is recorded. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to the foreclosure or conveyance by deed in lieu thereof of a First Mortgage, shall extinguish the lien of such assessments as to installments which became due prior to such sale or transfer. However, no sale or transfer shall relieve such Lot from liability for any installments of assessments thereafter becoming due or from the lien thereof or from assessment for a pro rated share of the unpaid costs coming due before such date if such unpaid costs are reallocated as a common expense.

ARTICLE VI
Architectural Control

To regulate external design, construction materials, appearance, use, location and maintenance of the Site and to preserve and enhance values, and to maintain a harmonious relationship among structures and the natural vegetation and topography, no Residences or improvements, alterations, repairs, painting of the exterior of any Residences or improvements, regardless of whether such painting involves the change of paint colors, excavations, changes in grade or other work which in any way alters any Lot or the exterior of any improvements located thereon from its natural or improved state existing on the date such Lot was first conveyed in fee by the Developer to an Owner, shall be made or done without the prior written approval of the Architectural Review Board existing pursuant to the WTC Declaration and the prior written approval of the Board of Directors of the Association.

ARTICLE VII
Use of Property

Section 1. Protective Covenants. In order to maintain the Site as a desirable place to live for all Owners, the following protective covenants are made a part of this Declaration and shall be considered as the initial Rules and Regulations of the Association.

(a) Residential Use. All Lots shall be used, improved and devoted exclusively to residential use. Nothing herein shall be deemed to prevent the Owner from leasing a Residence for residential use, subject to all of the provisions of this Declaration, Articles of

Incorporation, and By-Laws, as the same may be amended from time to time. Time-shared ownership or use of Residences or Lots is prohibited.

(b) Nuisances. No nuisance shall be permitted to exist or operate on any Lot or Common Properties so as to be detrimental to any other property in the vicinity thereof, or to its occupants.

(c) Restrictions on Further Subdivision. No Lot (whether or not a Residence has been constructed) shall be further subdivided or separated into smaller parcels by any Owner, nor any easement or other interest herein shall be conveyed or transferred by an Owner, provided that this shall not prohibit corrective deeds, or similar corrective instruments.

(d) Pets. Conventional pets may be kept by an Owner in a Residence but only if such pet does not cause a disturbance or annoyance on the Site. All pets must be held, or kept leashed at all times that they are in the Common Properties and all owners of pets shall be held strictly responsible to immediately collect and properly dispose of the wastes and litter of his or her pets. The Association reserves the right to designate specific areas within the Common Properties where pets may be walked on leashes by their owners. The Association further reserves the right to demand that an Owner permanently remove from the properties any and all pets which create disturbances and annoyances which are to the reasonable displeasure of neighbors or other Owners.

(e) Signs. No sign, advertisement or notice of any type or nature whatsoever shall be erected or displayed upon any Lot or Residence or the Common Properties within the Site, except where express prior written approval of the size, shape, content and location thereof has been obtained from the Board of Directors, which approval may be withheld. The Developer shall be permitted to post and display advertising signs on the Site.

(f) Vehicles and Boats. Only vehicles (automobiles, trucks, vans and recreation vehicles, trailers, etc.) which can be kept in the garage of a Residence shall be permitted on the Site except for those vehicles of an Owner's guests and invitees and repairmen and maintenance personnel whose vehicles are on the Site temporarily. Owners or authorized occupants must keep any boats stored on site in garages. Any boats that are of such size as will not permit the garage door to be closed with the boat inside the garage may not be kept on site. The parking of any vehicle upon any part of the Site is prohibited except in spaces expressly provided for guests or as may be approved in writing by the Board of Directors. Only vehicles bearing current license and registration tags and inspection certificates, as required pursuant to state law, shall be permitted to be parked on the Site. Designated parking spaces within the common Properties are intended only for the temporary parking of vehicles belonging to Owners or their guests and are not to be used for long term parking unless authorized by the Board of Directors.

(g) Clotheslines. No clothesline, clothes drying, or other clothes-drying facility shall be permitted in any area of the Site or recreational area.

(h) Garbage and Trash Containers. All garbage and trash containers must be placed and maintained so as to render the same and the contents thereof hidden from view from streets and adjoining properties. No garbage or trash shall be placed anywhere except in containers as aforesaid.

(i) Antennas. No exterior radio, television or other electronic antenna or aerial may be erected or maintained anywhere within the Site, except for any master antenna which may be installed by the Developer.

(j) Temporary Structures. No structure of a temporary character, trailer, tent, shack, barn, shed, or other out building shall be permitted on any Lot any time.

(k) Oil and Mining Operation. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot or the Common Properties.

(l) Water Supply and Sewerage. No individual well will be permitted on any Lot.

(m) Fuel Storage Tanks. No fuel or gas storage tanks may be permitted on any Lot. Notwithstanding the foregoing, an Owner may keep and maintain a small propane gas tank for gas barbecues and fireplaces, so long as located to the rear of the Residence.

(n) Garage Sales. No garage sales or other similar commercial activities will be permitted to be held on a Lot.

(o) Compliance. It shall be the responsibility of each Owner, family members of Owners, and their authorized guests and tenants, to conform and abide by the rules and regulations in regard to the use of the Site which may be adopted in writing from time to time by the Board of Directors of the Association and the Architectural Review Board, and to see that all persons using Owner's Residence by, through and under him do likewise.

(p) Soliciting. No soliciting will be allowed at any time within the Site.

(q) Access to Lot and Residence. Owners (with prior advance notice) shall allow the Board of Directors or agents and employees of the Association to enter any Lot or Residence for the purpose of maintenance, inspection and repairs, or in the case of emergency, for any purpose, or to determine compliance with this Declaration.

(r) Amendments and Modifications. The Board of Directors and the Architectural Review Board may from time to time adopt rules or amend previously adopted Rules and Regulations governing the details of the operation, use, maintenance and control of the

Lots and Residences, and any facilities or services made available to the Owners. A copy of the Rules and Regulations adopted from time to time as herein provided shall be posted in a conspicuous place.

(s) Violation. Upon violation of any of the Rules or Regulations, adopted as herein provided, or upon violations of any of the provisions of this Declaration by an Owner, or his family, tenants, or guests, the Association or any Owner, may bring an action for specific performance, declaratory decree or injunction. The successful party may recover costs and attorneys' fees in such suit.

(t) Employees. Employees of the Association and employees, agents, and workmen of the Developer shall not be required to attend to any personal matters or business of Owners, nor shall they be permitted to leave the Site on any private business of Owners. The uses and functions of the employees shall be governed by the Board of Directors. In the event services are provided to Owners by any of the employees, agents or workmen of the Developer or the Association, neither the Developer nor the Association will assume any responsibility or be liable for, in any manner, the quality of such services or work provided, nor do they warrant such services or work. In addition, neither the Developer nor the Association shall be liable for any injury to persons or damage to property resulting from any act or omission by those performing such works or services to Owners.

(u) Occupancy of Residence. If a Lot is owned by multiple individuals who belong to more than one family, by a fiduciary, a corporation, partnership or other entity, membership thereto and use thereof shall be exercised by only one individual and his or her family designated in writing by said persons as the one entitled to vote for and occupy said Residence.

(v) Additional Rules and Regulations. The Developer, until Turnover, as described in Article IV, and thereafter the Board of Directors of the Association, may establish such additional Rules and Regulations as may be deemed for the best interests of the Association and its members for purposes of enforcing the provisions of this Article.

(w) Exterior Improvements/Landscaping. No Owner of a Lot shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, or windows of any Residence or buildings (including awnings, antennae, signs, storm shutters, screens, furniture, fixtures and equipment), or to any parking areas without the prior written consent of the Board of Directors of the Association. The Owner of a Lot may not plant vegetation, remove or alter existing vegetation or remove grass or sodded areas on his Lot without written consent of the Board of Directors of the Association.

(x) Care of Lots and Residences. All parts of the Site shall be kept in clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor shall any fire hazard be allowed to exist. No use shall be made of any Lot or Residence or of the Common Properties which would increase the rate of insurance upon the Site.

(y) Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Site or any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof, as well as other applicable restrictions, shall be observed. The responsibility of meeting the requirements of governmental bodies pertaining to maintenance, replacement, modification or repair of the Site shall be the same as is elsewhere herein specified with respect to other maintenance, repair and replacement.

(z) Developer Exemption. Developer or its successors or assigns may undertake the work of constructing Lots and improvements. The completion of that work and the sale, rental and other disposal of Lots is essential to the establishment and welfare of the Site. Therefore, the Developer shall be exempt from such of the above restrictions (but not from other restrictions applicable to the Site imposed by other documents) in its use of the Residences as is reasonably necessary to permit it to develop and sell the Residence including but not limited to using the Residences for sales models, offices, entertainment, etc.

(aa) Common Properties. The Common Properties shall be used only for the purposes for which they are intended to be used in the furnishing of services and facilities for the enjoyment of the Lots.

(bb) World Tennis Center Restrictions. There are other restrictions applicable to the Site and each Residence and Lot contained in the WTC Declaration, of which the Site is a part. Use of the Site, each Lot and Residence is also subject to such restrictions and the most restrictive of all will govern in the event of a conflict.

ARTICLE VIII
Owner's Improvements to Lots

Each Lot Owner shall have the right, under the conditions herein set forth, and subject to regulations and criteria established by the Association, in addition to constructing one approved single family residence thereon to make limited improvements to his Lot in the area to the rear (as defined by the Association) of each Owner's Lot behind the Residence. Such improvements will be limited to landscaping, swimming pools, decks and related equipment. Prior to making any improvement to such areas and as a condition thereto, the Owner must first obtain written approval from the Board of Directors of the Association and the Architectural Review Board established under the WTC Declaration and submit such plans, specifications, contracts, bonds and other documentation as the Association requires in accord with rules promulgated from time to time. Each Owner will be required to maintain such improvements or (or to bear the cost thereof) in the manner prescribed by the Association in its rules and regulations.

ARTICLE IX
Maintenance, Repairs and Replacements

Responsibility for maintenance, repairs and replacements of the improvements located on the Site and property of Residence Owners located or situated within the Site shall be as follows:

(1) Lot-Residence Owners.

Except as otherwise provided herein, each Residence, and the fixtures, equipment and appliances comprising a part thereof, located therein or exclusively serving the same shall be maintained, kept in good repair and replaced by and at the expense of the Owner(s) thereof. All maintenance, repairs and/or replacements for which Owners of Residences are responsible and obligated to perform, which, if not performed or omitted, would affect other Residences or the appearance of the Owner's Residence, shall be performed promptly as the need arises, and if the Lot Owner fails to promptly perform these, the Association shall have the right to perform these obligations and to assess the Lot Owner(s) for the charges therefor. The cost of any such work performed by the Association shall be secured by a lien upon the Lot in which the work was performed.

(2) Association.

WTC shall be responsible for, and shall assess against and collect from the Owners of all Lots on the Site on a uniform basis for all its members the costs of maintaining, repairing, replacing and keeping in clean and orderly condition (i) all of the Common Properties, (ii) utility installation (including the irrigation system) located on Lots but serving more than one Lot or serving or benefiting the Common Properties, (iii) all grassed or sodded areas, lawns, landscaping and vegetation located on Lots and placed there with approval of the Architectural Review Board and the Board of Directors of the Association, (iv) lake and drainage maintenance facilities, (v) and any cable or master television charges or other commonly metered charges for the Common Properties, (vi) any property taxes for the Common Properties, and (vii) the costs of any and all fire, casualty and liability insurance, worker's compensation insurance and other insurance covering the Common Properties. The Association shall assess against and collect uniformly from the Owners of all Lots and pay to WTC any increased expense for lawn and landscape care attributable to the Lots that is over and above the cost for the level of service for the lawn and landscape care generally performed by WTC on all WTC Common Properties. Further, the Association shall assess against and collect from the Owners of Lots non-uniformly and pay to WTC any increased expense for lawn and landscape care attributable to any Lot, which increased expense is a result of the type of unique landscaping on such Lot ("Increased Landscaped Lot"). Such increased expense shall be equal to an amount by which the cost of the lawn and landscape care of the Increased Landscaped Lot is greater than the cost of such lawn care for all Lots divided by the number of Lots. WTC shall, at its expense, repair any and all incidental damage to Residences resulting from maintenance, repairs and/or replacements of or to Common Properties.

ARTICLE X
Leases

No Residence may be leased or rented to a tenant for a term less than thirty (30) days, and the tenant shall be first approved by the Board of Directors. The liability of the Owner under this Declaration shall continue notwithstanding the fact that the Owner may have leased or rented said Residence as provided herein.

ARTICLE XI
Insurance

Section 1. Association.

The Association shall obtain and keep in force at all times the insurance coverage which it is required hereby to carry and may obtain and keep in force any or all of such other or additional insurance coverage as it is authorized hereby to carry. All insurance obtained by the Association shall be purchased for the benefit of the Association and all Lot owners and their mortgagees. A certificate evidencing a mortgagee endorsement shall be issued to the mortgagee of each Lot upon request.

Section 2. Required Coverage.

The Association shall purchase and carry insurance coverage as follows:

(a) Public liability insurance, in such amounts, with such coverage and in such forms as shall be required by the Board of Directors of the Association to protect the Association and the Owners of all Lots, including non-owned automobile, off-premises employee coverage, water damage and legal liability, with cross-liability endorsements to cover liability of all Owners as a group to each Lot Owner; and

(b) Worker's compensation insurance to meet the requirements of law.

Section 3. Optional Coverage.

The Association may purchase and carry such other insurance coverage as the Board of Directors of the Association, in its sole discretion, may determine from time to time to be in the best interests of the Association and Lot Owners, or as an institutional lender may reasonably require while it holds a mortgage encumbering the Common Properties.

Section 4. Premiums.

Premiums for all insurance obtained and purchased by the Association shall be paid by the Association. The cost of insurance premiums, and other incidental expenses, incurred by the Association in administering and carrying out the provisions of this Article, shall be assessed against and collected from Lot Owners as Common Expenses.

Section 5. Insurer.

All persons beneficially interested in the insurance coverage obtained, purchased and maintained by the Association shall be bound by the Association's selection of its insurer(s) and the amount of insurance coverage carried and kept in force by the Association.

Section 6. Owner's Casualty Insurance.

Each Owner shall insure his Residence for its full replacement value against all insurable casualties, including flood. If an Owner fails to do so then the Association shall have the right to obtain such insurance and charge the premium therefor to the Owner and shall have a lien to secure Common Assessments to secure it. To this extent, the Association has an insurable interest in each Residence. Each Lot Owner will also be required to maintain public liability insurance in the amount required by the Association in respect to his Lot and Residence.

ARTICLE XII
Damage or Destruction by Fire or Other Casualty

In the event of damage or destruction by fire or other casualty to the Owner's Residence or to the property within the Owner's Lot the Owner shall, upon receipt of the insurance proceeds, repair or rebuild such damage or destroyed portions of the Property in a good, workmanlike manner substantially the same as the original plans and specifications of said property. If the Owner refuses or fails to commence repairs or to commence the rebuilding of such property within sixty (60) days of receiving such insurance proceeds, the Association may repair or rebuild such property. The Owner must reimburse the Association for the amount actually expended for such repairs or reconstruction, and the Association shall have a lien securing such payment in the same manner provided herein for annual assessments. All such repairs or reconstruction must proceed in a diligent manner and be completed within ten (10) months from commencement of work.

ARTICLE XIII
Mortgagee Protection Clause

The following provisions are for the benefit of First Mortgagees and to the extent these provisions conflict with any other provisions of the Declaration, these provisions shall control:

(a) Each holder of a First Mortgage encumbering any Lot, at its written request, is entitled to written notification from the Association of any default by the Mortgagor of such Lot in the performance of such Mortgagor's obligations under this Declaration, the Articles of Incorporation of the Association which default is not cured within thirty (30) days after the Association learns of such default.

(b) Any holder of a First Mortgage encumbering any Lot which obtains title to such Lot pursuant to the remedies provided in such Mortgage or by deed in lieu of foreclosure, shall take title to such Lot free and clear of any claims of unpaid assessments or charges due to the Association against such Lot which accrued prior to the acquisition of title to such Lot by the Mortgagee except to the extent a Notice of Claim therefor was filed prior to recording of said mortgage.

(c) Unless at least seventy-five percent (75%) of First Mortgagees (based upon one vote for each Mortgage owned), and 75% of the Owners (other than Developer) have given their prior written approval, neither the Association nor the Owners shall:

(1) By act or omission seek to sell or transfer the Common Properties and the improvements thereon which are owned by the Association. (The granting of easements for public utilities or for other purposes consistent with the intended use of such property by the Association or the Developer or the transfer of the Common Properties to an unincorporated association of the Owners in accordance with the Articles of Incorporation of the Association shall not be deemed a transfer within the meaning of this clause.)

(2) Change the method of determining the obligations, assessments, dues or other charges which may be levied against a Lot.

(3) By act or omission, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the exterior appearance of residential buildings.

(4) Fail to maintain fire and extended coverage on any insurable Common Properties on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurance value (based on current replacement cost) less such reasonable deductions as the Board may deem appropriate.

(5) Use hazard insurance proceeds for losses to the Common Properties for other than the repair, replacement or reconstruction of such improvements.

(6) Except as otherwise provided herein by reservation to Developer herein, amend this Declaration or the Articles of Incorporation or By-Laws of the

Association in such a manner that the rights of any First Mortgagee will be adversely affected or the value of Lots reduced.

(d) First Mortgagees shall have the right to examine the books and records of the Association during normal business hours.

(e) All First Mortgagees who have registered their names with the Association shall be given (i) thirty (30) days written notice prior to the effective date of any proposed, material amendment to this Declaration or the Articles of Incorporation or By-Laws of the Association and prior to the effective date of any termination of any agreement for professional management of the Common Properties following a decision of the Owners to assume self-management of the Common Properties; and (ii) immediate notice following any damage to the Common Properties whenever the cost of reconstruction exceeds Ten Thousand Dollars ($10,000.00), and as soon as the Board learns of any threatened condemnation proceeding or proposed acquisition of any portion of the Common Properties.

(f) First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Common Properties facilities and may pay any overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such property, and First Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

ARTICLE XIV
Encroachments - Easements

Section 1. Pipes, Wires, Ducts, Cables, Conduits, Public Utility Lines, etc. Each portion of the Site shall have an easement in common with all other portions thereof to use, maintain, repair, alter and replace all pipes, wires, ducts, vents, cables, conduits, public utility lines, and similar or related facilities located on the Site and serving such portion thereof. Each portion of the Site shall be subject to an easement in favor of all other portions thereof to locate utilities and provide drainage and support and to use, maintain, repair, alter and replace the pipes, wires, ducts, vents, cables, conduits, public utility lines and other similar or related facilities located in such portion of the Site and serving other portions thereof.

Section 2. Construction and Sales. The Developer (and its agents, employees, contractors, subcontractors and suppliers) shall have an easement of ingress and egress over and across the Common Properties and all Lots for construction purposes. The Developer (and its agents, employees and designees) shall have an easement to erect, maintain, repair and replace, from time to time, one or more signs on the Common Properties for the purposes of advertising the sale of Lots.

ARTICLE XV
General Provisions

Section 1. Enforcement. This Declaration, the Articles of Incorporation and the By-Laws may be enforced as follows:

(a) Breach of any of the covenants contained in the Declaration or the By-Laws and the continuation of any such breach may be enjoined, abated or remedied by appropriate legal proceedings brought by any Owner, the Developer, or the Association. Any judgment rendered in any action or proceeding pursuant hereto shall include a sum for attorneys' fees in an amount as the court may deem reasonable, in favor of the prevailing party as well as the amount of any delinquent payment, interest thereon, costs of collection and court costs.

(b) The remedies herein provided for breach of the covenants contained in this Declaration or in the By-Laws shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

(c) The Failure of the Association to enforce any of the covenants contained in this Declaration or in its By-Laws shall not constitute a waiver of the right to enforce the same thereafter.

(d) A breach of the covenants, conditions or restrictions contained in this Declaration or in the By-Laws, shall not affect or impair the lien or charge of any Mortgage made in good faith and for value on any Lot, provided, however, that any subsequent Owner of such Lot shall be bound by said covenants, whether such Owner's title was acquired by foreclosure sale or otherwise.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Term. The covenants and restrictions of this Declaration shall run with title and bind the property hereby encumbered, and shall inure to the benefit of and be enforceable by the Association, the Developer and the Owners of Lots subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for so long as the Site continues to exist and be used as it has been designed and developed by the Developer unless terminated as provided herein or until December 31, 2025, and thereafter for successive ten-year intervals unless at the occasion of each such period this Declaration is terminated as provided in Section 5 below.

Section 4. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of the Site as a residential community. The article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. Unless the context requires a contrary construction, the singular shall include the

plural and the plural the singular; and the masculine, feminine, and neuter shall each include the masculine, feminine and neuter.

Section 5. Amendments - Termination. This Declaration may be amended or terminated by (i) the affirmative vote or written consent of the Owners (and their mortgagees) holding not less than two-thirds (2/3) of the voting power of the Class "A" Membership of the Association together with the affirmative vote of the Class "B" Member (so long as the Class "B" Membership exists) or (ii) amended solely by the unilateral affirmative action of the Class "B" Member; provided, however, that no amendment adopted solely by the Class "B" Member shall be permitted which has a material adverse effect upon substantial rights of an Owner or First Mortgagee or the value of any part of the Site subject hereto. Nothing contained herein shall affect the right of the Developer to make such amendments as may otherwise be permitted herein.

Section 6. Recording. The termination of the Declaration in either of the foregoing ways shall be evidenced by a certificate of the Association executed by its President and Secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the Public Records of Collier County, Florida.

Section 7. No Public Right or Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Common Properties to the public, or for any public use.

Section 8. Constructive Notice and Acceptance. Every person who owns, occupies or acquires any right, title, estate or interest in or to any Lot or other portion of the Site does and shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to these restrictions is contained in the instrument by which such person acquired an interest in such property.

Section 9. Notices. Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the residence of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association.

Section 10. Supplemental Declarations. From time to time Developer or its successors or assigns may execute and file Supplemental Declarations hereto for the purpose of subjecting additional land to the effect of this Declaration and for the purpose of designating and identifying additional land as Common Properties. Provided, however, notwithstanding the subsequent development of adjoining land by Developer nothing herein shall obligate Developer to file

Supplemental Declarations with respect to any such land. Any such land shall only become part of The Alexandra or subject to the terms hereof when such a supplement is filed.

Section 11. Withdrawal and Modification. Anything herein to the contrary notwithstanding, the Developer reserves the absolute right to amend this Declaration at any time, without prior notice and without the consent of any person or entity, for the purpose of removing certain portions of the Site from the provisions of this Declaration. Provided however the right shall not permit the removal of any land containing improvements, facilities and amenities which are needed by or were available for use by any Lot Owners at the time of acquiring their Lots.

Developer has executed this Declaration on the date first above written.

Signed, sealed and delivered
in the presence of:

Witness #1
Richard C. Grant
Printed Name of Witness #1

Witness #2
Judy Wright
Printed Name of Witness #2

ALEXANDRA (USA), INC.,
a Florida corporation

Vicki Chan
Vicki Chan, as Vice President
4800 Airport Road
Naples, Florida 34105

STATE OF FLORIDA)
)ss
COUNTY OF COLLIER)

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me on this 1st day of August, 1996, by Vicki Chan, as Vice President of ALEXANDRA (USA), INC., a Florida corporation, on behalf of said corporation, who is personally known to me (yes) (no) or who produced _____ as identification.

Judy H. Wright
Notary Public - State of Florida

JUDY H. WRIGHT
Typed, stamped, or Printed Name of Notary
My Commission Expires:

OFFICIAL NOTARY SEAL
JUDY H WRIGHT
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC366995
MY COMMISSION EXP. JULY 1, 199

(seal)

Exhibit "1"

All of the lands more particularly described in and platted according to the Plat of World Tennis Center, Phase Seven recorded at Plat Book 26, Pages 85 through 86, inclusive of the Public Records of Collier County, Florida.

INSTR 5683925 OR 5607 PG 1714 E-RECORDED 3/14/2019 9:55 AM PAGES 7
CLERK OF THE CIRCUIT COURT AND COMPTROLLER, COLLIER COUNTY FLORIDA
REC $61.00

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the duly and acting President of The Alexandra Homeowners Association, Inc., a Florida corporation not for profit, hereby certifies that at a meeting of the members held on February 27, 2019, where a quorum was present, after due notice, the resolutions set forth below were approved by the votes indicated for the purpose of amending the Declaration of Restrictive Covenants, Conditions, Restrictions and Easements for The Alexandra at World Tennis Center, originally recorded at O.R. Book 2222, Pages 0152 *et seq.*, Public Records of Collier County, Florida, as amended, and the Bylaws of The Alexandra Homeowners Association, Inc., which were attached as Exhibit "3" to the original Declaration.

1. The following resolution was approved by an affirmative vote of Members holding two-thirds (2/3) of the votes in the Association.

RESOLVED: That the Declaration of Restrictive Covenants, Conditions, Restrictions and Easements for The Alexandra at World Tennis Center is hereby amended, and the amendments are adopted in the form attached hereto and made a part hereof.

2. The following resolution was approved by an affirmative vote of Members holding two-thirds (2/3) of the votes in the Association.

RESOLVED: That the Bylaws of The Alexandra Homeowners Association, Inc. are hereby amended, and the amendment is adopted in the form attached hereto and made a part hereof.

Date: March 4, 2019

THE ALEXANDRA HOMEOWNERS ASSOCIATION, INC.

By: Carol Stuckey
Carol Stuckey, President
4914 Europa Drive
Naples, FL 34105

(1) Margaret Strueber
Witness
Print Name: Margaret Strueber

(2) Dana M. Sheen
Witness
Print Name: Dana M. Sheen

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 4th day of March, 2019, by Carol Stuckey, as President of the aforenamed Corporation, on behalf of the Corporation. She is personally known to me or has produced _____ as identification.

(Notary Seal)

Signature of Notary Public

JAMES MORDAUNT
Commission # GG 109618
Expires May 30, 2021
Bonded Thru Budget Notary Services

This instrument prepared by
Robert E. Murrell, B.C.S.
The Murrell Law Firm, P.A.
1044 Castello Drive, #106
Naples, FL 34103

AMENDMENTS TO THE
DECLARATION OF RESTRICTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
THE ALEXANDRA AT WORLD TENNIS CENTER

The Declaration of Restrictive Covenants, Conditions, Restrictions and Easements for The Alexandra at World Tennis Center (hereinafter the "Declaration") shall be amended as shown below:

Note: New language is underlined; language being deleted is shown in ~~struck through~~ type.

1. Article V, Section 11. of the Declaration shall be amended to read as shown below:

Section 11. Finances of Association. The Board of Directors shall cause to be prepared an annual balance sheet and operating statement reflecting income and expenditures of the Association for each fiscal year, and shall cause a copy of each such statement to be distributed to each Member, and to each First Mortgagee which has filed a written request for copies of the same with the Board of Directors, in the manner provided in the By-Laws of the Association. ~~At least sixty (60) days prior to the beginning of each fiscal year,~~ Pursuant to the notice requirements contained in the By-Laws, which states not less than fourteen (14) days prior to the meeting of the Board at which the budget will be considered (page 8, VII. C.), the Board of Directors shall prepare and distribute to the membership of the Association a written, itemized budget of the expenses to be incurred by the Association during such year in performing its functions under this Declaration, which may include reasonable provision for contingencies and deposits into a reserve fund for maintenance of any improvements for which it is responsible pursuant to Article IX. At the end of any fiscal year of the Association, the Owners may determine that all excess funds remaining in the Association's operating account, over and above the amounts used for the operation of the Site, shall be returned to the Owners proportionately, or may be retained by the Association and used to reduce the following year's Common Assessments.

2. Article VII, Section 1. (g) of the Declaration shall be amended to read as shown below:

(g) Clotheslines. ~~No clothesline, clothes drying, or other clothes-drying facility shall be permitted in any area of the Site or recreational area.~~ Clotheslines and clothes drying facilities shall be permitted in the rear of the Lots in a location that is hidden from plain view (when the lot is viewed from the street).

3. Article VII, Section 1. (w) of the Declaration shall be amended to read as shown below:

(w) Exterior Improvements/Landscaping. No Owner of a Lot shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, or windows of any Residence or buildings (including awnings, antennae, signs, storm shutters, screens, furniture, fixtures and equipment), or to any parking areas without the prior written consent of the ~~Board of Directors of the Association~~ Architectural Review Committee ("ARC"). The Owner of a Lot may not plant vegetation, remove or alter existing vegetation or remove grass or sodded areas on his Lot without written consent of the ~~Board of Directors of the Association~~ ARC subject only to the following exception. Owners are permitted to plant, remove or alter existing vegetation located within the existing landscaping beds (a/k/a/ flower beds) as long as said alterations are non-material. Examples of non-material alterations within the landscaping beds include, but are not limited to, the following: removing a plant of a given variety and

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replacing it with a plant of another variety, or planting complimentary flowers, etc. Examples of material alterations within the landscaping beds which do require ARC approval include: planting a tree, or removing a bush, etc. The Board of Directors has the exclusive authority to determine what constitutes a material alteration as the term is defined herein.

4. Article XIV, Section 9. of the Declaration shall be amended to read as shown below:

Section 9. Notices. Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally, ~~or~~ by mail, or may be sent by electronic transmission to those members who have consented in writing to that form of notice. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice or to the residence of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association.

AMENDMENTS TO THE AMENDED AND RESTATED BY-LAWS OF THE ALEXANDRA HOMEOWNERS ASSOCIATION, INC.

The By-Laws of The Alexandra Homeowners Association, Inc. shall be amended as shown below:

Note: New language is underlined; language being deleted is shown in ~~struck through~~ type.

5. Article II. B. of the By-Laws shall be amended to read as shown below:

B. A quorum at meetings of Members shall consist of persons present in person or by proxy entitled to cast thirty percent (30%) of the total ~~a majority of the~~ votes of ~~both classes of~~ the entire Membership ~~combined~~. The joinder of a Member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum.

6. Article II. F. of the By-Laws shall be amended to read as shown below:

F. Votes may be cast in person, by absentee ballot, ~~or~~ by proxy or through an internet-based online voting system if a member consents, in writing. Proxies may be made by any person entitled to vote and shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting. No proxy shall be 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 the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, signed by the person authorized to cast the vote for the unit, specify the date, time and place of the meeting for which it is given, and must be delivered to the Secretary by the appointed time of the meeting or adjournment thereof. Any copy, facsimile transmission or other reliable reproduction of the original proxy may be substituted or used in lieu of the original proxy for any purpose for which the original proxy could be used if the copy, facsimile transmission or other reproduction is a complete reproduction of the entire proxy. No proxy shall be valid if it names more than one

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Phone (239) 302-3607 ■ Fax (239) 302-3609

person as the holder of the proxy, but the holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy.

7. A new Article II. G. shall be added to the By-Laws to read as shown below:

G. Electronic Voting: Pursuant to Section 720.317 of the Homeowners' Association Act, the Association may conduct elections and other member votes through an internet-based online voting system if a member consents, in writing, to online voting and if the following requirements are met:

1. The Association provides each member with:

(a) A method to authenticate the member's identity to the online voting system;

(b) For elections of the Board of Directors, a method to transmit an electronic ballot to the online voting system that ensures the secrecy and integrity of each ballot; and

(c) A method to confirm, at least 14 days before the voting deadline, that the member's electronic device can successfully communicate with the online voting system.

2. The Association uses an online voting system that is able to:

(a) Authenticate the member's identity;

(b) Authenticate the validity of each electronic vote to ensure that the vote is not altered in transit;

(c) Transmit a receipt from the online voting system to each member who casts an electronic vote;

(d) For elections of the Board of Directors, permanently separate any authentication or identifying information from the electronic election ballot, rendering it impossible to tie an election ballot to a specific member;

(e) Store and keep electronic votes accessible to election officials for recount, inspection and review purposes.

3. A member voting electronically pursuant to Section 720.317 of the Homeowners' Association Act shall be counted as being in attendance at the meeting for purposes of determining a quorum. A substantive vote of the members may not be taken on any issue other than the issues specifically identified in the electronic vote, when a quorum is established based on members voting electronically pursuant to Section 720.317 of the Homeowners' Association Act.

4. The Board of Directors must adopt a resolution that provides for and authorizes an online voting system pursuant to Section 720.317 of the Homeowners' Association Act. Such resolution must: provide that members receive notice of the opportunity to vote through an online voting system; establish reasonable procedures and deadlines for members to consent, in writing, to online voting; and establish reasonable procedures and deadlines for members to opt out of online voting after giving consent. Written notice of a meeting at which the resolution will be considered must be mailed, delivered or electronically transmitted

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to the members and posted conspicuously in the Community at least 14 days before the meeting. Evidence of compliance with the 14 day notice requirement must be made by an affidavit executed by the person providing the notice and filed with the Association's official records.

5. A member's consent to online voting is valid until the member opts out of online voting according to the procedures established by the Board of Directors pursuant to 4. above.

8. Article III. A. of the By-Laws shall be amended to read as shown below:

A. The annual meeting of Members shall be held ~~, at the office of the Association or such other place~~ in Collier County, Florida, as may be specified in the notice of the meeting each year during the months of February or March, at a date, place and time designated by the Board, ~~at 7:00 P.M., on the last Wednesday in February of each year~~ for the purpose of electing Directors and of transacting any other business authorized to be transacted by the Members. ~~; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding business day.~~

9. Article III. C. of the By-Laws shall be amended to read as shown below:

C. Notice of all meetings of Members must be mailed, hand delivered to the Members, or sent by electronic transmission to those Members who have consented in writing to that form of notice, at least fourteen (14) days before the date of the meeting, and must state the time, date and place of the meeting and must include an agenda, ~~shall be given by the Secretary or, in the absence of the Secretary, another officer of the Association, to each member (unless waived in writing). Each notice shall be written or printed and shall state the time and place of and purpose for which the meeting is called. Each notice shall be given to each Member not less than thirty (30) days nor more than sixty (60) days prior to the date set for the meeting, and shall be mailed by first class mail or delivered personally to each Member.~~ If delivered personally, receipt of the notice shall be signed by the Member, indicating the date received. If mailed, such notice shall be deemed properly given when deposited in the United States Mail, addressed to the Member at his post office address as it appears on the records of the Association, with postage thereon prepaid. If provided by electronic transmission, notice shall be deemed properly given when sent by the Association to the electronic address of the Member as it appears in the records of the Association. Any such consent to receiving electronic transmissions shall be deemed revoked if: the Association is unable to deliver by electronic transmission two (2) consecutive notices given by the Association in accordance with such consent; and such inability becomes known to the Secretary, Assistant Secretary or other authorized person responsible for the giving of notice. However, the inadvertent failure to treat such inability as a revocation does not invalidate any meeting or other action. Notice of a meeting called to recall a member or members of the Board of Directors shall not be given by electronic transmission. The member bears the responsibility for notifying the Association of any change of address, facsimile number or electronic mail address. Proof of mailing shall be given by affidavit of the person giving the notice. Any Member may, in writing signed by each Member, waive such notice, and such waiver, when filed in the records of the Association, whether before, at or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such Member. If any meeting of Members cannot be held because a quorum is not present, or because a greater percentage of the Membership required to constitute a quorum for particular purposes is not present, wherever the latter percentage of attendance may be required as set forth in the Articles, By-Laws or the Declaration, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum or the required percentage of attendance, if greater than a quorum,

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is present. When a meeting is adjourned to another date, time or place and the date, time and place to which the meeting is adjourned is announced at the meeting at which the adjournment is taken, no further notice is necessary. If ownership of a lot has been transferred or the Association is not notified of such transfer after notice has been mailed, no separate notice to the new owner is required. Notice of any meeting may be waived in writing by any person entitled to receive such notice. Attendance at any meeting by a member constitutes waiver of notice by that member, unless the member objects to the lack of notice at the beginning of the meeting.

10. Article IV. A. of the By-Laws shall be amended to read as shown below:

A. ~~The Articles of Incorporation control the election, number and qualification of the Board of Directors.~~ The number of Directors which shall constitute the whole Board of Directors shall be three (3). All Directors shall be elected for one (1) year terms. A Director's term ends upon the adjournment of the meeting at which the Director's successor is duly elected.

11. Article IV. C. of the By-Laws shall be amended to read as shown below:

C. 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. Notice of regular meetings shall be given to each Director, personally or by mail, electronic mail, telephone or telegram, at least ~~seven (7) days~~ forty-eight (48) hours prior to the day named for such meeting, unless notice is waived. Owners shall have the right to attend all meetings of the Board, ~~but no Owner shall have the right to speak or otherwise participate in the meeting without the permission of the Board.~~ The right to attend such meetings includes the right to speak at such meetings with reference to all designated items. The Association may adopt written reasonable rules expanding the right of Members to speak and governing the frequency, duration, and other manner of Members statements, which rules must be consistent with Florida law and may include a sign-up sheet for members wishing to speak. Meetings between the Board or a committee and the Association's attorney to discuss proposed or pending litigation or meetings of the Board held for the purpose of discussing personnel matters are not required to be open to the Members other than Directors.

12. Article IV. D. of the By-Laws shall be amended to read as shown below:

D. Meetings ~~Special meetings~~ of the Board may be called by the President, and must be called by the Secretary at the written request of one-third (1/3) of the Directors. Not less than ~~three (3) days~~ forty-eight (48) hours' notice of a ~~special~~ meeting shall be given to each Director, personally or by mail, telephone, ~~or~~ telegram, or sent by electronic transmission to those members who have consented in writing to that form of notice, which shall state the time, place and purpose of the meeting.

13. Article IV. F. of the By-Laws shall be amended to read as shown below:

F. A quorum at meetings of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the voted present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except as may be specifically otherwise provided in the Articles, these By-Laws, or the Declaration. If any meeting of the Board cannot be held because a quorum is not present, or because the greater percentage of the Directors required to constitute a quorum for particular purposes is not present, wherever the latter percentage of attendance may be required as set forth in the Articles, these By-Laws or the Declaration, the Directors who are present may adjourn the meeting from time to time until a quorum, or the required percentage of attendance if greater than a quorum, is present. At any

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adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. No member of the Board may vote by proxy or secret ballot at a meeting of the Board, nor any Director abstain from voting except in case of conflict of interest. A vote or abstention from voting on each matter voted upon for each director present at the board meeting must be recorded in the minutes. The Board may not act by ~~telephone conference or by~~ written agreement. Absent Directors may later sign written joinders in Board actions, but such joinders may not be used for purposes of creating a quorum and may not be counted as official votes for the Board's meeting. Directors may participate telephonically or via video conferencing in Board meetings, as provided by law. Members of the Board of Directors may use electronic mail as a means of communication, but may not cast a vote on an Association matter via electronic mail.

14. Article IV. I. of the By-Laws shall be deleted in its entirety as shown below:

~~I. The first Board of Directors of the Association shall be comprised of the three (3) persons designated as such in the Articles, who shall serve until their successors are designated by Developer or elected at the first annual meeting of the Members. Should any member of the first Board be unable to serve for any reason, Developer shall have the right to select and designate a successor to act and serve for the unexpired term of the Director who is unable to serve.~~

15. Article IV. J. of the By-Laws shall be amended to read as shown below:

I~~J~~. Directors who have been elected by Owners other than Developer may be removed from office with or without cause in the following manner:

* * *

16. Article VII. C. of the By-Laws shall be amended to read as shown below:

C. A copy of the proposed annual budget of the Association shall be mailed, hand delivered, or sent by electronic transmission to the Owners of Residences not less than fourteen ~~thirty~~ (14~~30~~) days prior to the meeting of the Board at which the budget will be considered, together with a notice of the time and place of the meeting. Such meeting of the Board shall be open to such Owners. When a budget is adopted by the Board, upon written application of twenty percent (20%) of the Owners, a special meeting of the Owners shall be held not less than fourteen ~~ten~~ (14~~10~~) days written notice to each Owner, but within thirty (30) days of delivery of such application to the Board or any member thereof, at which special meeting Owners may only consider and enact a revision of the budget. Any such revision of the budget shall require a vote of not less than two-thirds (2/3) of the whole number of votes of all Members of the Association. The Board may in any event first propose a budget to the Owners at any such meeting of members or by writing, and if such budget or proposed budget be approved, by a majority of the whole number of votes of all Members, such budget may not thereafter be reexamined by the Owners in the manner herein above set forth.

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