

This instrument Prepared by and Return to:  
Mitchell B. Haller, Esq.  
Klauber Goldman, P.A.  
8751 W. Broward Blvd., Suite 410  
Plantation, FL 33324  
(954) 424-9666

**CERTIFICATE OF AMENDMENT AND RESTATEMENT OF THE  
ARTICLES OF INCORPORATION, DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS, AND BY-LAWS OF THE  
CYPRESS WOODS RV RESORT HOMEOWNERS' ASSOCIATION, INC.**

WE HEREBY CERTIFY THAT the attached Amended and Restated Articles of Incorporation, Declaration of Covenants, Conditions and Restrictions, and By-laws for the **CYPRESS WOODS RV RESORT HOMEOWNERS' ASSOCIATION, INC.**, as recorded at Official Records Book 3205 at Page 893 et seq. of the Public Records of Lee County, Florida, and as subsequently amended from time to time, were duly adopted at a meeting of the Voting Members conducted on November 22, 2021, in the manner provided in the documents.

IN WITNESS WHEREOF, we have affixed our hands this 23 day of November, 2021, at Fort Myers, Lee County, Florida.

WITNESSES

Sign Joyce Mays  
Print Joyce Mays

Sign Angela Jacu  
Print Angela Jackson

STATE OF FLORIDA            )  
COUNTY OF LEE             )

**CYPRESS WOODS RV RESORT  
HOMEOWNERS' ASSOCIATION, INC.**

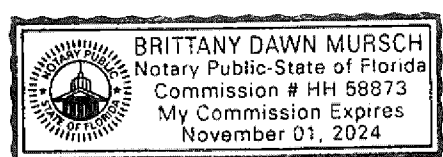
By: Judy Lawrence  
Judy Lawrence, Treasurer  
Authorized Representative

THE FOREGOING instrument was acknowledged before me this 23<sup>rd</sup> day of November, 2021 by, Judy Lawrence as Treasurer of **CYPRESS WOODS RV RESORT HOMEOWNERS' ASSOCIATION, INC.**, a Florida not-for-profit corporation.

Personally Known  
 Produced Identification  
\_\_\_\_\_

NOTARY PUBLIC- STATE OF FLORIDA

Sign: Brittany D. Mursch  
Print: Brittany D. Mursch  
My Commission Expires: 11/01/2024



NOTE: SUBSTANTIAL AMENDMENT OF ENTIRE ARTICLES OF INCORPORATION.  
FOR PRESENT TEXT SEE EXISTING ARTICLES OF INCORPORATION.

**AMENDED AND RESTATED ARTICLES OF INCORPORATION  
OF  
CYPRESS WOODS RV RESORT HOMEOWNERS' ASSOCIATION, INC.**

Pursuant to Chapter 617, Florida Statutes, these Articles of Incorporation of Cypress Woods RV Resort Homeowners' Association, Inc., a Florida corporation not for profit, which was originally incorporated under the same name on May 19, 1999, are hereby amended and restated in their entirety. All amendments included herein have been adopted pursuant to Chapter 617, Florida Statutes, and there is no discrepancy between the corporation's Articles of Incorporation as heretofore amended and the provisions of these Amended and Restated Articles other than the inclusion of amendments, adopted pursuant to Chapter 617, Florida Statutes, and the omission of matters of historical interest. The Amended and Restated Articles of Incorporation of Cypress Woods RV Resort Homeowner's Association, Inc., shall henceforth be as follows:

**ARTICLE I**

NAME

The name of the corporation is CYPRESS WOODS RV RESORT HOMEOWNERS' ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as "Association."

**ARTICLE II**

PURPOSE

This corporation is organized to establish a residential homeowners' association of the owners of Lots in the subdivision known as CYPRESS WOODS RV RESORT (hereafter "Cypress Woods") in Fort Myers, Lee County, Florida, (the "subdivision") as it may exist or be expanded from time to time. This organization shall have the following specific purposes:

1. To provide for the maintenance of such areas and structures as may be placed under the jurisdiction of this Association.
2. To promote the health, safety and welfare of the residents within Cypress Woods.
3. The purpose of this corporation will not include or permit pecuniary gain or profit nor distribution of its income to its members, officers or directors.

**ARTICLE III**

POWERS

This Association shall have and exercise all rights and powers conferred upon corporations under the laws of the State of Florida consistent with these Articles and the Declaration of Covenants, Conditions and

Restrictions for Cypress Woods RV Resort, and as amended as may be recorded from time to time in the Public Records of Lee County, Florida, (the "Declaration").

This corporation shall also have all of the powers and authority reasonably necessary or appropriate to the operation and regulation of a residential subdivision subject to the Declaration, as it may from time to time be amended, including but not limited to the following:

- (a) To exercise all the powers and privileges and to perform all the duties and obligations of the Association as defined in the Declaration.
- (b) To fix, levy, collect and enforce payment by any lawful means, all charges or assessments and assessment liens pursuant to the terms of the Declaration, to pay all expenses in connection therewith and all office and of their expenses incident to conduct of the business of the corporation, including all licenses, taxes or governmental charges levied or imposed against the property of the Association.
- (c) To enforce the terms and provisions of the Declaration and any and all other covenants, conditions, restrictions and agreements available to the subdivision known as CYPRESS WOODS RV RESORT.
- (d) To pay taxes, if any, on the Common Areas and Facilities.
- (e) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.
- (f) To dedicate, sell or transfer all or any part of the Common Areas, if any, to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.
- (g) To borrow money, and with the assent of two-thirds (2/3) of the voting members present and voting in person or by proxy and the Developer, as long as Developer owns any unsold lots in Phase V, at an annual or special meeting called for that purpose, to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.
- (h) To participate in mergers and consolidations with other non-profit corporations organized for the same purpose, provided that any such merger or consolidation or annexation shall have the assent of three-fourths (3/4) of the voting interests of the Association In person or by proxy.
- (i) To make and amend reasonable regulations respecting the use of Common Areas, provided, however, that all such regulations and their amendments shall not be in conflict with any provision of the Declaration.
- (j) To operate and maintain any surface water management system as permitted by the South Florida Water Management District, including any and all lakes, retention areas, culverts and related appurtenances.

- (k) Subject always to the Declaration, to have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise.

#### **ARTICLE IV**

##### MEMBERSHIP

Every Person who is a record owner of a fee or undivided fee interest in a Lot in Cypress Woods shall be a Member of the Association. Membership shall be appurtenant to ownership of each Lot (as said term is defined in the Declaration) and shall not be separable from the ownership of any Lot.

#### **ARTICLE V**

##### VOTING

Each Member shall be entitled to one (1) vote for each Lot of which such Member is the Owner.

#### **ARTICLE VI**

##### BOARD OF DIRECTORS

The affairs of this corporation shall be managed by a Board of Directors, who need not be members of this corporation. Following Developer turnover of the Laguna Caribe Association, all members of the Board of Directors must be members of the Cypress Woods RV Resort Homeowners' Association, Inc. The Corporation shall hold an organizational meeting at the call of the incorporator to elect a board of directors who shall complete the organization of the corporation. The number of Directors may be increased by the By-Laws of this corporation, but shall never be less than three (3) Directors. The Directors may fix the term of office for all Directors. However, unless contrary provisions are provided for in the By-Laws, each Director's term of office shall be for three (3) years. Director's term will be staggered so that no more than two (2) Director seats shall be determined by election in any given year. No Director can serve for more than two (2) consecutive terms but can run for Board election after a one (1) term absence thereafter.

A majority of the Directors currently serving as such shall constitute a quorum. Except as herein otherwise specified, the decision of a majority of the Directors present at a meeting at which a quorum is present shall be required and shall be sufficient to authorize any action on behalf of the corporation. Each Director shall be entitled to one (1) vote on every matter presented to the Board of Directors. Any meeting of the members or of the Board of Directors of the corporation may be held within or without the State of Florida.

#### **ARTICLE VII**

##### OFFICERS

The affairs of this Association shall be administered by a President, Vice President, Secretary and Treasurer. The initial officers shall be elected by the Board of Directors at its organizational meeting and shall serve at the pleasure of the Board of Directors.

**ARTICLE VIII**

DISSOLUTION

This Association may be dissolved with the assent given in writing and signed by not less than three-fourths (3/4) of the voting interest of the membership. Upon dissolution of this Association, other than incident to a merger or consolidation, its assets, both real and personal, including the surface water management system, shall be dedicated or conveyed to an appropriate public agency to be used for purposes similar to those for which this corporation was formed. In the event there is a refusal to accept such dedication, then such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization which is devoted to purposes similar to those of this corporation.

**ARTICLE IX**

BY-LAWS

The By-Laws of this Association may be altered, amended or rescinded in the manner provided by the By-Laws.

**ARTICLE X**

DURATION

This corporation shall have perpetual existence subject to the requirements of Florida Statute § 720.3032

**ARTICLE XI**

AMENDMENTS

Amendments to these Articles shall be proposed by the Board of Directors and adopted by two-thirds (2/3) of the voting interests of members of the Association present and voting, in person or by proxy, and the Developer as long as any lots remain unsold in Phase V, at any annual or special meeting called for the purpose, provided that the full text of any proposed amendment shall be included in the notice of such annual or special meeting and provided further that the voting requirements specified for any action under any provision of these Articles shall apply also to any amendment of such provision, and no amendment shall be effective to impair or dilute the rights of Members that are governed by the Declaration.

**ARTICLE XII**

INDEMNIFICATION

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding, or any settlement of any proceeding to which he may be a part or in which he may become involved by reason of his being or having, been a Director or officer of the Association whether or not that person is a Director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of that person's duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approves such settlement. The foregoing right of indemnification shall be in addition to and not exclusive for all other rights to which each Director or officer may be entitled.

**ARTICLE XIV**

PRINCIPAL OFFICE

The address of the principal office and the mailing address of the corporation is 5551 Lockett Road, Fort Myers, FL 33905

**ARTICLE XV**

REGISTERED OFFICE; REGISTERED AGENT:

The address of the Association's registered office is:

KLAUBER GOLDMAN, P.A.  
8751 W. Broward Blvd., Suite 410  
Plantation, Florida 33324

The name of the Association's registered agent at the above address is:

Mitchell B. Haller, Esq.

**INDEX TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
CYPRESS WOODS RV RESORT**

ARTICLE I - DEFINITIONS, 2-4

ARTICLE II - PROPERTY RIGHTS, 4-5

ARTICLE III - MEMBERSHIP AND VOTING RIGHTS, 5-6

ARTICLE IV - COVENANTS FOR MAINTENANCE ASSESSMENTS, 6-9

ARTICLE V - USE OF PROPERTY AND RESTRICTIONS, 9-14

ARTICLE VI - WATER AND SEWER, 14

ARTICLE VII - MAINTENANCE, REPAIRS AND REPLACEMENTS, 14-15

ARTICLE VIII - EASEMENTS FOR MAINTENANCE, CONSTRUCTION & REPAIR, 15

ARTICLE IX - LAKES AND OTHER SURFACE WATER MANAGEMENT AREAS, 15-16

ARTICLE X - CONSERVATION AREA, 16-17

ARTICLE XI - LEASES FOR CONCESSIONAIRES AND VENDORS, 17

ARTICLE XII - GENERAL PROVISIONS, 17-18

ARTICLE XIII - LAGUNA CARIBE AT CYPRESS WOODS, 18-19

ARTICLE XIV - FINES, 19-20

NOTE: SUBSTANTIAL AMENDMENT OF ENTIRE DECLARATION.  
FOR PRESENT TEXT SEE EXISTING DECLARATION.

**AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
CYPRESS WOODS RV RESORT**

KNOW ALL PERSONS BY THESE PRESENTS that on December 30, 1999 the original Declaration was recorded in Official Record Book 03205, at Page 0893 *et seq.*, of the Public Records of Lee County, Florida. That Declaration, as it has previously been amended, is hereby further amended and is restated in its entirety.

The land subject to this Declaration (hereinafter the "Property") is described in Exhibit "A" attached hereto and incorporated herein.

No additional land is being added by this instrument and no land is being removed by this instrument. The covenants, conditions and restrictions contained in this Declaration shall run with the land and be binding upon and inure to the benefit of all present and future Owners. The acquisition of title to a Lot or any other Ownership interest in the Property, or the lease, occupancy or use of any portion of a Lot or the Property, constitutes an acceptance and ratification of all provisions of this Declaration as amended from time to time, and an agreement to be bound by its terms.

ARTICLE I  
DEFINITIONS

1.01 "Articles" or "Articles of Incorporation" means the Articles of Incorporation of the Association.

1.02 "Association" shall mean and refer to CYPRESS WOODS RV RESORT HOMEOWNERS' ASSOCIATION, INC., a corporation not for profit organized and operated pursuant to Chapters 617 and 720, Florida Statutes, which is responsible for the maintenance and operation of the Common Areas .

1.03 "Board of Directors" or "Board" shall mean and refer to the representative body which is responsible for the administration of the Association.

1.04 "By-Laws" mean the By-Laws of the Association.

1.05 "Coral Club Facilities" shall mean that portion of Laguna Caribe comprising the clubhouse, swimming pool, golf putting green, bocce courts, pickle ball courts, dog park, trailer parking lot, and associated facilities established by the Developer within the Laguna Caribe neighborhood, to be owned,

leased and/or operated by the Laguna Caribe Association or intended by Developer to be owned, leased and or operated by the Laguna Caribe Association as set forth in Article XIII \_.

1.06 "Coral Club Membership" shall mean and refer to a social membership purchased by an Owner of a Lot in Phases I, II, III or IV of Cypress Woods as provided in Article XIII.

1.07 "Common Areas" shall mean all real property, including any improvements and fixtures thereon, or any interest in real property from time to time owned, leased or the use of which has been granted or dedicated to the Association for the common use and/or enjoyment of all Lot Owners. The Common Areas shall include all land described above and which is subject to this Declaration, less and excepting the individual Lots, any property owned by or designated for ownership by the Laguna Caribe Association, and any property reserved for ownership by the Developer.

1.08 "Expenses" or "Assessments" means all expenses and assessments which are properly incurred by the Association, including but not limited to regular assessments, individual assessments, and special assessments, as more particularly set forth in Article IV.

1.09 "Facilities" shall mean all of the facilities, equipment and personal property to be owned by or leased to Association for the use and/or enjoyment of the Owners.

1.10 "Conservation Area" shall mean and refer to all areas so designated on the Plat of Cypress Woods RV Resort and the plat of Laguna Caribe. All areas so designated shall be dedicated to the Association as Conservation Area, shall be the perpetual responsibility of the Association and shall be subject to the restrictions contained in Article X and other applicable provisions of this Declaration. Such restrictions shall be enforced by the Association and/or proper Governmental Authorities.

1.11 "Cypress Woods RV Resort" or "Cypress Woods" shall mean the property described in Exhibit A together with all amendments thereto.

1.12 "Developer" shall mean and refer to Laguna Caribe at Cypress Woods LLC, a Florida limited liability company, and its agents, including L26 Development, LLC, a Florida limited liability company. It shall not include any person or entity who purchases a Lot from Laguna Caribe at Cypress Woods LLC, unless such purchaser is specifically assigned some or all rights of Laguna Caribe at Cypress Woods LLC.

1.13 "Institutional Mortgagee" shall mean and refer to the holder of the first mortgage against a Lot which holder is a bank, savings and loan association, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration, any agency of the United States of America, or any other public or private corporation engaged in the business of guaranteeing or insuring residential first mortgage loans, and their successors and assign or any entity recognized in the community as an institutional lender. The mortgage may be placed through and closed in the name of a mortgage broker.

1.14 "Laguna Caribe" shall mean and refer to that portion of the Property consisting of Phase V of the Cypress Woods RV Resort planned development and described on the plat for Laguna Caribe recorded, or to be recorded, in the public records of Lee County, which is being developed as a neighborhood within Cypress Woods as provided in Article XIII hereof.

1.15 "Laguna Caribe Association" shall mean and refer to the Laguna Caribe Homeowners' Association, Inc., the entity responsible for governance of the business affairs and property within Laguna Caribe.

1.16 "Laguna Caribe Documents" shall mean and refer to the declaration, articles of incorporation, bylaws, and rules and regulations of the Laguna Caribe Association and the Coral Club.

1.17 "Lot" shall mean and refer to any platted lot subject to this Declaration.

1.18 "Member" shall mean and refer to those persons who are entitled to membership in the Association as provided Article III of this Declaration and in the Articles.

1.19 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to a Lot, but shall not mean or refer to any mortgagee unless and until any such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

1.20 "Properties" or "Property" shall mean and refer to that certain real property described in Exhibit A, and such additions thereto as may hereafter be brought within the jurisdiction of the Association and submitted to this Declaration.

1.21 "Development Order" shall mean and refer to the Development Order for Cypress Woods RV Resort, file # DO-9501-116.00D, issued by Lee County, and any and all amendments thereto, which Cypress Woods RV Resort is a part, and DOS2003-00186 and all amendments thereto, of which Laguna Caribe is a part.

ARTICLE II  
PROPERTY RIGHTS

2.01 Every Owner shall have a right and easement of enjoyment in and to the Common Areas together with a non-exclusive easement of ingress and egress over the private roadways and sidewalks, which right and easement of enjoyment shall be appurtenant to and shall pass with title to every Lot subject to the following provisions:

- a. The right of the Association, subject to the exemptions set forth in Section 4.14, to charge all Owners Assessments for the upkeep, maintenance and repair of the Common Areas and Facilities.
- b. The right of the Developer or the Association to dedicate or to transfer or grant an easement or property rights to all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be required.
- c. The right of the Association to promulgate, modify amend and enforce reasonable rules and regulations relating to the use and enjoyment of the Common Areas and use of the Lots.
- d. The right of the Developer or Association to grant or reserve utility easements throughout the Properties as may be required to adequately serve the Properties and/or other properties or land owned by Developer.

- e. The right of the Developer or Association to grant or reserve easements for ingress and egress and rights of way for pedestrian and vehicular traffic over, through, on and across all Common Areas and upon all sidewalks, paths, walkways, lanes and roads, as may be required to adequately serve the Properties and/or other properties or land owned by Developer.
- f. Any easement, restriction, reservations or conditions shown or to be shown on the various plats for Cypress Woods.
- g. The right of the Developer (and its agents, customers and representatives) to the non-exclusive use of the Common Areas without charge, for sales, display, access, exhibit and ingress and egress purposes.
- h. The right of the Developer to complete the construction and installation of all planned improvements.

2.02 Any Owner may delegate, in accordance with and subject to the Articles, Bylaws and this Declaration, his right of enjoyment to the Common Areas and Facilities to the members of his family, his tenants, invites or contract purchasers who reside on a Lot, subject to reasonable regulation by the Association, provided, however, the same shall not relieve the Owner of his responsibilities under this Declaration.

2.03 The Common Areas and Facilities and any future Common Areas when conveyed to the Association shall be held by the Association for the benefit of those persons entitled to use the same and the Association shall maintain the Common Areas and Facilities. The Association reserves the right to mortgage the Common Areas and Facilities if deemed necessary to provide for the continued maintenance of the Common Area and Facilities.

2.04 There shall be no judicial partition of the Common Areas nor shall any Owner or any other person acquiring any interest in the Properties or any part thereof, seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any Lot owned in co-tenancy.

2.05 Within the easements for installation and maintenance of utilities and any drainage facilities, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

3.01 Every person or entity who is a record fee simple Owner of a platted Lot in Cypress Woods, including Developer so long as Developer owns any Lot subject to this Declaration, shall be a member of the Association, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to and may not be separated from ownership of any Lot. If any such member is not a natural person, the subject entity shall designate a natural person who shall be the "primary occupant" and such natural person shall exercise the Lot's membership rights. When any Lot is owned of record by two (2) or more persons or other legal entities, all such persons or entities shall be members, provided, however, if all such members

cannot agree among themselves how their one vote shall be cast, that vote shall not be counted for any purpose.

3.02 There shall be one (1) vote appurtenant to each Lot. When more than one person holds an interest in any Lot; all such persons shall be Members and the vote for such Lots shall be exercised as they, among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

ARTICLE IV  
COVENANTS FOR MAINTENANCE ASSESSMENTS

4.01 Each Owner of any Lot (by acceptance of a deed therefor, whether or not is shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association Assessments to be fixed, established and collected from time to time as hereinafter provided, except as exempted pursuant to Section 4.14. All such Assessments, together with interest thereof from 30 days after the due date at the rate of eighteen percent (18%) per annum, plus costs and reasonable attorney's fees of collecting such Assessments, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made, and shall also be the personal obligation of the Owner. No Owner may waive or otherwise escape liability for the Assessments provided for herein for non-use of the Common Areas or by abandonment, or otherwise.

4.02 "Regular Assessments" levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners of the Lots and, in particular, for the administration of the Association, the management, maintenance, operation, repair and replacement of the Common Areas and Facilities, and for the management, maintenance, operation, repair and replacement of those improvements on the Lots, if any, for which the Association is responsible for maintenance and care, including but not limited to the following:

- a. Operation, maintenance, replacement and repair of all streets, parking areas and sidewalks, to the extent that such improvements are a part of the Common Areas;
- b. Operation, maintenance, replacement and repair of all landscaped areas, including lawns, shrubs, trees and other plantings located on Common Areas, clubhouse and attendant facilities;
- c. Mowing of grass on individual Lots and on all Common Areas;
- d. Operation, maintenance, replacement and repair of all Facilities which includes the tennis courts, swimming pool, clubhouse and all appurtenances thereto;
- e. Operation, maintenance, replacement and repair of all wetlands, lakes and vegetation areas designated as Common Areas or as Surface Water Management Areas or as Conservation Areas;
- f. Operation, maintenance, replacement and repair of water and sewage facilities, electrical lighting, directional signage and other necessary utility services located in the Common Areas;
- g. Charges for refuse collection, cable TV, and other utilities for Lots unless separately billed to the Lots;

- h. Operation, maintenance, replacement and repair of all storm drains, drainage courses, drainage easements, sprinkler systems and utility easements in all Common Areas;
- i. The control of exotic vegetation and removal thereof in all Common Areas;
- j. Operation, maintenance, replacement and repair of the gate house, fences, signs and entry gates and related facilities that are part of or appurtenant to improvements constructed on the Common Areas, clubhouse and attendant facilities;
- k. Hiring management companies and the payment of management fees and charges for the hiring of personnel;
- l. Payment of ad valorem taxes and other tax or assessment levied against the Tract Areas;
- m. Payment of all sales taxes and other taxes related to the Association operations;
- n. Procuring insurance with coverages and policy limits as may be deemed necessary or advisable by the Board of the Association, provided, however, the Board shall be required to purchase standard hazard insurance and shall be required to purchase such other insurance coverages as may be required by any person or entity holding a mortgage on the Common Areas or Facilities, which coverages shall name the mortgagee as an additional insured;
- o. Acquisition of equipment for the Common Areas, gate house, clubhouse and attendant facilities as may be determined by the Board of the Association, including without limitation, all equipment necessary or proper for use or maintenance of the Common Areas, clubhouse, tennis courts, and attendant facilities.
- p. Acquisition of any other materials, supplies, equipment, labor, professional services including attorneys and accountants, management, supervision, services, personnel, repairs or Insurance which shall be necessary or proper in the opinion of the Board for the operation of the Common Areas and Facilities, for the benefit of the Owners and for the betterment of the Properties, or for the enforcement of these restrictions.

4.04 All Regular and Special Assessments for the Association shall be at a uniform rate for each Lot in the Properties and shall be assessed against all Lots subject to this Declaration.

4.05 By a vote of a majority of the Board of Directors of the Association, the Association shall fix the Regular Assessments as provided in the Bylaws. The Board shall set the date or dates such Assessments shall become due. Each Board may provide for collection of Assessments annually or in monthly, quarterly or semi-annual installments.

4.06 In addition to the Regular Assessments authorized above by vote of a majority of the Board of Directors of the Association, the Board may levy Special Assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any improvement, provided that no such Special Assessments shall be levied against Lots owned by the Developer . In addition, the Board may levy Special Assessments in the same manner as hereinabove described for the purpose of defraying, in whole or in part, the cost of any unusual or emergency matters making up any deficiency between Regular Assessments and expenses.

4.07 Any Assessment not paid within thirty (30) days after the due date will bear interest from the due date at a percentage rate of eighteen percent (18 %) per annum. The Association may enact a reasonable late charge fee for Assessments not paid by the due date. The Association for its Assessments may bring an action at law against the Owner personally obligated to pay the same and/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 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 of his Lot.

4.08 By a majority vote of the Board of Directors of the Association, the Board shall adopt an estimated operating budget which shall provide for allocation of expenses in such a manner that the obligations imposed by this Declaration will be met. Regular assessments shall be based upon the projections and estimates contained in the Budget. The Board may increase or decrease the Assessments based upon actual revenue and expenses.

4.09 The Treasurer of the Association, or such other person as may be authorized by 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 shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

4.10 In the event the Common Areas are taxed separately from Lots, the Association owning or leasing such area shall include such taxes as part of the Assessments. In the event the Common Areas 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.

4.11 The Association may levy "Individual 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; provided, however, that no such Individual Special Assessments may be levied against Lots owned by the Developer. All such Individual Special Assessments shall be collected upon demand by the Association in the same manner as Regular Assessments and are subject to lien and foreclosure.

4.12 The Board of Directors of the Association shall, within sixty (60) days after the end of each fiscal year, cause to be prepared an annual balance sheet and operating statement reflecting income and expenditures of the Association for the previous fiscal year, and shall cause a copy thereof to be distributed to each Member, and to each Institutional Mortgagee which, has filed a written request for copies of the same with the Board of Directors.

4.13 No action shall be brought to foreclose any Assessment lien herein, unless a Notice of Claim of Lien is deposited in the United States mail, 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 Lee County, Florida.

4.14 Notwithstanding any provision of this Declaration or the Association's Articles of Incorporation or Bylaws to the contrary, the Developer shall not be obligated for, nor subject to, annual or special assessments for any Lot which it may own in Phase V of Cypress Woods RV Resort, whether prior to or subsequent to the recordation of one or more plats for Phase V, except that upon the sale and conveyance of any Lot to a third party such Lot shall be subject to all Regular and Special Assessments of the Association. The Association shall be responsible for any and all maintenance expenses (excluding property taxes and electricity) with respect to said Lot when sold and conveyed to a third party. Developer shall reimburse Association monthly for direct operating costs actually incurred by Association for landscape maintenance and water and sewer use for Developer owned Lots that are in the rental pool after Lee County issues a Certificate of Occupancy or Use for Laguna Caribe.

4.15 The Assessment lien set forth herein may be foreclosed in the same manner as mortgages are foreclosed under Florida law. The Association, through its duly authorized agent, shall have the power to bid on any Lot at a foreclosure sale, and to acquire and hold, lease, mortgage and convey the same.

4.16 The Assessment liens and the right to foreclosure and sale thereunder shall be in addition to, and not in substitution for, all other rights and remedies which the Association and its successors and assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid Assessments, as above provided.

4.17 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 and no sale or transfer shall relieve such new Lot Owner from liability for any unpaid Assessments or from the lien thereof or from Assessments for a prorated share of the unpaid costs coming due before such date if such unpaid costs are reallocated as a common expense. However, the sale or transfer of any Lot pursuant to the foreclosure shall extinguish the lien of such Assessments as to installments which became due prior to such sale or transfer.

#### ARTICLE V

#### USE OF PROPERTY AND RESTRICTIONS

5.01 In order to maintain the Property as a desirable place for all Owners, the following protective covenants and restrictions are made a part of this Declaration and shall apply as to all Lots within Cypress Woods except for Lots within Laguna Caribe, which shall be subject solely to the use restrictions set forth in the Laguna Caribe Documents and enforced by the Laguna Caribe Association.

- a. All Lots shall be used for residential purposes in accordance with the Development Order document as it may be amended and no commercial business or occupation serving the general public shall be conducted, on or from any Lot within the Cypress Woods Property, except that Developer may designate certain Properties, including Lots, for storage or other use in Developer's sole discretion, including, but not by way of limitation, use as sales or model centers and/or laundry facilities but only within the Laguna Caribe Association subdivision. The Developer reserves the right, at his sole discretion, to designate or otherwise restrict the use of certain Lots or groups of Lots within the subdivision for the exclusive use of

motorhomes, fifth wheels, RVs, Park Models (Resort Homes) and/or Resort Homes with carports.

- b. All RV Lots are restricted to use by one (1), motor home, fifth wheel (collectively, RV), or Resort Home (Manufactured Home) as permitted by this section 5.01(b) and section 5.01(d), hooked up to utilities and used for living accommodations only, and as allowed by Zoning Ordinance and Development Order, one cabana or casita. No Resort Home shall be placed on a Lot unless such Resort Home was purchased from the Association or its designee. Resort Homes shall be permitted to be placed on RV Lots until August 2, 2022 or until a maximum total of One Hundred Twenty-Five (125) Resort Homes are occupying RV Lots in the Association – whichever occurs first. Thereafter, no further Resort Homes may be placed on any RV Lots in the Association. Nothing contained in this section 5.01 shall be construed as to prevent or restrict the replacement of a Resort Home properly placed on a RV Lot in accordance with this provision. RVs must be modern, commercially manufactured and presentable in looks and repair; and positioned on the Lot's concrete pad. It is presumed that any RV that is more than twelve (12) years old is not presentable in looks and repair and must be replaced unless after written application by the owner. The Board determines in its sole discretion that the RV is presentable in looks and repair. RV's that are more than 12 years old but permitted by the Board must be approved by the Board on an annual basis thereafter. If RV's are less than 12 years old and not presentable in looks and repair, the Board will require upgrades in condition, replacement of the unit or removal of the RV from the Resort. All costs incurred will be the responsibility of the Owner. All Lot Owners will provide the Board with a copy of the title certificate for their RV or other acceptable proof of the serial number and date of manufacture. Campers, trailers (travel trailers) and mobile homes (Park Models) are prohibited.
- c. All RV's are subject to the approval and/or disapproval of the Board at its sole discretion. All RVs must be self-contained with utility hookups to water, sewer, and electrical systems. For occupancy longer than two days (48 hours), the unit must be at least twenty-eight (28) feet in length and no more than fifty (50) feet in length. Non-conforming RV's in use on a Lot on the date of recording of this amendment (the "Effective Date"), shall be permitted to remain until replaced. A different non-conforming RV shall not be placed on any Lot. If replaced, the non-conforming RV must be replaced with an RV conforming to the requirements of the section 5.01, as amended. Tents are specifically excluded from occupancy in the Resort.
- d. No storage of trailers, additional trailers, motorhomes, fifth wheels, mini-motorhomes or Park Models (Resort Homes) is allowed on a Lot. No storage of boats, boat trailers, utility trailers or automobile trailers is allowed on a Lot. Additional parking on the Lot is restricted to two currently licensed automobiles or other road licensed vehicles, not excluded above, which shall be parked on the concrete pad or driveway. Guest parking of no more than twelve (12) hours and the parking and/or storage of bicycles, golf carts, minibikes and motorcycles may be restricted by the rules and regulations of the Association. Free standing storage buildings are allowed, provided that they are exactly 120 square feet (10' x 12') feet in size; meet all current governmental code requirements: and that prior to installation, the Owner has obtained all necessary County permits. as well as the written approval of the Board of Directors, which approval may be issued or withheld in the Board's sole discretion. The Board shall have the authority to adopt Rules and Regulations governing the approval process.

location of placement. and specifications (including, but not limited to, color, style. and material) relating to such storage.

- e. Aluminum carports, screen rooms and Florida rooms which include storage rooms are allowed on (Resort Homes) only, provided necessary County permits and written approval from the Board (in the Board's sole discretion) has been obtained and provided that such items have been purchase through the Association or its designee. Free standing storage buildings are allowed provided that they are 120 square feet (10' x 12') feet in size or otherwise compliant with County restrictions and that all necessary County permits and written approval from the Board (in the Board's sole discretion) has been obtained and provided that such items have been purchased through the Association or its designee.
- f. Except for Resort Homes purchased through the Association or its designee, no Resort Home may be installed on a Lot. ~~Trailers~~, Motorhomes, fifth wheels and mini-motorhomes may be permanently anchored, but skirting, free-standing air conditioning and heating equipment, storage rooms, screen rooms and Florida rooms may not be installed on these RVs.
- g. No improvements or additions to a Lot, including without limitation any building, fence, wall, statue, storage shed, awning, spa, hot tub or pool, shall be erected, placed or maintained, unless and until the plans and specifications therefor have been submitted to and approved by the Board in its sole discretion.
- h. The exterior use and/or storage of refrigerators, freezers, LP gas bottles over forty (40) pounds, boats, boat equipment, trailer vehicle parts, or any other items not deemed compatible to the Lots and surroundings are prohibited. The prohibition includes storage of any item of any type beneath an RV with the exception of motorcycles and bicycles subjection to the Association Rules and Regulations. Additionally, no part of the RV with attachments thereto and/or the transportation vehicle shall be parked so as to extend beyond any of the Lot lines, tipout and pullouts included. The easements for public utilities shall not be blocked or impaired. No vehicle maintenance may be performed upon the Lot or Common Areas except in areas which are designated by the Board for that purpose.
- i. Flower gardens are permitted and shall be placed where they will not interfere with lawn mowing responsibilities of the Association. The location of all flower gardens and other planting, including trees, must be approved by the Board of the Association before installation. The Board may disapprove such plantings for any reason, including esthetics. A minimum space of five feet must be maintained between any plantings and structures or planted areas to allow clearance for lawn mowing equipment.
- j. No fences shall be permitted on any Lot. Nothing in this paragraph, however, shall be construed so as to disallow the building of a perimeter fence by the Developer, or privacy fences in recreation areas adjacent to Lots Knee walls are acceptable but subject to prior application and approval by the Association.
- k. No outside satellite receptor dishes or devices, television or radio antennas, or any other type of electronic device for the transmission or reception of electronic signals shall be allowed without the prior approval of the Board, except those commercially manufactured and installed as part of an RV.

- l. Except for mowing of Lots, grass and landscaping including trees must be maintained by the Lot owner in good living condition, free of weeds and fertilized, provided, however, that the Board shall have the right to maintain and/or replace any grass and landscaping therefore. All Lot Owners are required to keep their Lots edged and the grass trimmed along the edges of concrete walks, driveways, decks and carports and around yard lights, utility boxes and connectors and around all landscaping, including trees, flower beds and shrubbery, so that all grass on the Lot is of uniform height. The Association shall have the right to edge or trim any Lot and assess the Lot Owner the cost thereof if in the opinion of the Board the Lot is not being maintained according to subdivision standards.
- m. It shall be the responsibility of each Lot Owner to prevent the development of any unclean, unsightly, or unkept condition on his Lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area. Owners of Lots are responsible for their guests, renters and invitees.
- n. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighbors. There shall not be maintained any plants, poultry, animals (other than household pets) or device or thing of any sort whose normal existence or activities is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the Owners thereof.
- o. The use of each Lot within the subdivision and related recreational and Tract areas shall be subject to the rules and regulations as may be adopted and implemented by the Board from time to time which shall be applied on a uniform basis to all Lots located within the subdivision.
- p. No Lot shall be subdivided or its boundary lines changed except with the written consent of the Board.
- q. Lot Owners are responsible for keeping the exterior appearance of their RV or Park Model (Resort Home) or other structures or appurtenance in a well maintained and clean condition.
- r. Lot Owners are responsible for notifying the Board in writing, on forms provided by the Board, of any changes in Lot ownership, which notice shall specify the name, address and telephone number of any new Lot Owners and payment of all applicable transfer fees in an amount as determined by the Board, in its exclusive discretion.
- s. Household pets, limited to two (2) dogs, two (2) cats, birds or fish, are allowed. Any other type of pet is not allowed, unless prior written approval of the Board is obtained. Pet owners must practice good pet control. Each pet must be registered with the Board on forms provided by the Board. Each pet must be licensed and inoculated in accordance with applicable laws and rules. Each pet is to be kept within the Lot Owner's RV except when the Lot Owner has the pet on a leash and is walking the pet. Any pet running loose in the park is a nuisance and may be impounded at the pet owner's expense. Pets are not allowed in any Common Area building or any recreational area at any time, with the exception of service and/or emotional support animals. Any excretion left by a pet outdoors must be picked up immediately and disposed of

in a sanitary, manner by the person walking the pet. A pet which causes any disturbance, annoyance or harm, such as barking, growling, howling, biting or any other undesirable noise which annoys or causes harm to a neighbor is a nuisance, subject to written complaint. If a resident files a written complaint with the Board to the effect that any of these pet rules have been violated, and the Board determines that a violation has or is occurring, the Board shall serve the Lot Owner in writing to either correct the violation or to dispose of the pet. If, after a second written complaint, the Board determines that the violation is continuing or that there is another violation of the same nature, the pet will be deemed to have endangered the life, health, safety or well being of residents and is forever barred from Cypress Woods. The Lot Owner shall remove the pet from Cypress Woods within two (2) weeks. Only two (2) pets allowed per Lot. Pets kept in an aquarium, such as fish, are excluded from these rules.

- t. No more than six (6) persons shall occupy the Lot for periods in excess of forty-eight (48) hours.
- u. No signs of any kind shall be displayed without the written consent of the Board. This specifically includes "For Sale", "For Rent", and similar signs.
- v. No outside toilets or showers are permitted on any Lot.
- w. No commercial activity of any kind whatsoever shall be conducted on or from any Lot.
- x. Discharge of air pistols, rifles, firearms or fireworks in the Property is prohibited.
- y. The Board has the right to approve all boats to be used on any lakes. Only small boats such as rowboats, canoes and paddle boats or small sailboats are allowed. Gasoline motors are not allowed. Electric motors that do not make an objectionable noise are allowed, provided they have received prior Board approval. No windsurfers are allowed.
- a. No portion of a Lot (other than an entire Lot) may be rented. All leases of Lots shall be on forms approved by the Board and shall provide that the Board shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and Bylaws of the Association, applicable rules and regulations, or other applicable provisions of an agreement, document or instrument governing the Lot. The leasing of Lots shall also be subject to the prior written approval of the Board. All Lot Owners will be jointly and severally liable with their tenants to the Board for any amount which is required by the Board to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant.
- z. The rights of access and use established with respect to Cypress Woods and the Lots and Common Areas contained therein shall be subject to reasonable security checks and restrictions. Security personnel shall have the right to request and eject from the Property any person(s) who made unauthorized entry into the Association Property.
- aa. Recreational facilities are for the sole use of residents and their guests. Hours of use and rules for use shall be posted.
- bb. Speed limits will be posted.

- cc. The period of time from 10:00 PM to 7:00 AM each day shall be observed as the quiet hours.
- dd. Alcoholic beverages are not permitted in any Common Area, except for special events with the prior approval of the Board.
- ee. No permanent clothes lines, mailboxes, radio and/or television antennas shall be permitted on any Lot.
- ff. Time share estates are prohibited.
- gg. No garbage or trash receptacles shall be placed outside of the RV unless in an area approved by the Board and hidden from view.
- hh. Motorcycles, minibikes, mopeds and golf carts may not be used in Cypress Woods in such a way as to create a nuisance or disturbance. In the event of a reported abuse, the Board may prohibit the use of any such vehicle.

5.02 In the event the Board determines that a Lot or structure is not being maintained according to subdivision standards, the Board may perform such maintenance and assess the Lot Owner for the cost thereof, which assessment shall be secured by a lien on the Lot.

ARTICLE VI  
WATER AND SEWER

6.01 No individual well will be permitted on any Lot. Water and sewer facilities are provided by Lee County Utilities and are available to the Properties for use by Lot Owners and the Association shall be responsible for all expenses as provided in Article IV.

ARTICLE VII  
MAINTENANCE, REPAIRS AND REPLACEMENTS

7.01 Responsibility for and expenses for the maintenance, repairs and replacements of the improvements located within Cypress Woods shall be as follows:

- a. Owners, except as otherwise provided herein, of each Lot and the improvements thereon, including yard landscaping, RV, Park Model (Resort Home), concrete pad and yard light, shall be maintained by the Owner in a clean and slightly condition and in good repair. Owners shall maintain, replace and repair at Owner's expense concrete pads and driveways and utility facilities located on the Lot which serve only that Lot, including wiring, piping and other mechanical or electrical equipment. All maintenance, repairs and/or replacements for which Lot Owners are responsible and obligated to perform, which, if not performed or omitted, would affect other Lots, shall be performed promptly as the need arises, and if such Owner fails to promptly perform these, the Association shall have the right to perform these obligations and to assess such Owner 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.

- b. The Association shall be responsible for maintaining, repairing, replacing and keeping in clean and orderly condition all of the Common Areas and Facilities and shall be responsible for mowing individual Lots.

ARTICLE VIII

EASEMENTS FOR MAINTENANCE, CONSTRUCTION AND REPAIR

8.01 The Association, and the Association's agents, employees, invitees and assigns, shall have a non-exclusive easement for ingress and egress, over any Lot located in the Properties in order to gain access to the Common Areas for the Association to discharge its duties to construct, maintain and repair the Common Areas and for the purpose of maintaining the Properties by the Association in a manner consistent with the Association's maintenance obligations of the Common Areas or rights provided herein. There is hereby reserved to the Developer, its Developer's agents, employees, invitees and assigns, so long as Developer owns a Lot in the Properties, and thereafter, the Laguna Caribe Association, and the Laguna Caribe Association's agents, employees, invitees and assigns, a non-exclusive easement for ingress and egress over any Common Areas located in the Properties in order to gain access to any Lots and/or common areas within Laguna Caribe for the Laguna Caribe Association to discharge its duties maintain and repair any such Lots or common areas which the Laguna Caribe Association has a right or duty to maintain and repair.

8.02 The Developer reserves for itself and its designee (so long as Developer or said designee owns a Lot in the Properties), without joinder or consent of any person or entity whatsoever, the right to create and/or grant such additional easements for drainage, utilities, construction or repair or to relocate any easement in any portion of the Property as the Developer shall deem necessary or desirable for the proper development, operation and maintenance of Laguna Caribe, or any portion thereof. This right is limited to currently established easements and future easements in, on, or around the Common Property. The Developer will not alter any portion of the currently existing Lots without the prior written consent of the Board and Lot owner(s), such consent not to be unreasonably withheld provided that such additional easements or the relocation of existing easements will not prevent or unreasonably interfere with the use of any Lot for permitted purposes.

ARTICLE IX

LAKES AND OTHER SURFACE WATER MANAGEMENT AREAS

9.01 The Association shall be responsible for the maintenance of the surface water management area and system in Cypress Woods, which area shall be Common Area to be deeded to the Association.

- a. No structure of any kind (including docks) shall be constructed or erected, nor shall an Owner or the Association in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water, in any portion of any water management area, including but not limited to lakes, ponds, swales, drainage ways or areas intended for the accumulation of run-off waters, without the written permission of the Association or any appropriate governmental agency.
- b. No Owner or the Association shall unreasonably deny or prevent ingress and egress to water management areas for maintenance, repair or landscaping purposes by the Association or any appropriate governmental agency that may reasonably require any right of ingress and egress, and easements therefore are hereby specifically reserved and created.

- c. No Lot shall be increased in size by filling in any lake, pond or other water retention or drainage areas which it abuts without the written permission of the Association, the Developer (as to any lake, pond, or water retention or drainage area within Laguna Caribe, for as long as Developer owns any Lot in Laguna Caribe) and any appropriate governmental agency. Owners shall not fill , dike, rip-rap, block, divert or change the established water retention and drainage areas that have been or may be created without the prior written consent of Association and any appropriate governmental agency, nor shall the Association take any such action as to any water retention and drainage area located within Laguna Caribe, for so long as Developer owns any Lot in Laguna Caribe.
- d. All surface water management systems within Cypress Woods, excluding those areas (if any) normally maintained by Lee County, will be the ultimate responsibility of the Association. The Association may enter any Lot or Common Area and make whatever improvements or repairs are deemed necessary to restore proper water management. The cost shall be an expense of the Association.
- e. Nothing in this section shall be construed to allow construction of any new water management facility or alteration of water management systems without first obtaining the necessary permits from all governmental regulatory agencies having jurisdiction.
- f. Notwithstanding anything in this Declaration to the contrary, any amendment which would affect the surface water management system, including the water management portions of the Tract areas, must have the approval of the South Florida Water Management District.

ARTICLE X  
CONSERVATION AREA

10.01 The Conservation Area designated on the plat of Cypress Woods and of Laguna Caribe, shall be Common Area to be deeded to the Association. The Conservation Area may not be altered, from its natural state, other than the easements as shown on the Plat. No activities detrimental to drainage, flood control, water conservation, erosion control or fish and wildlife habitat conservation or preservation may be conducted in such areas, including but not limited to construction or the placing of a building on or above ground; dumping or placing of soils or other substances such as trash; destruction of trees, shrubs or other vegetation, with the exception of exotic or nuisance vegetation removal; dredging or removal of soil material, diking or fencing; any other activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat conservation or preservation. This restriction, however, shall not prohibit Developer from constructing a perimeter fence for the Conservation Area located within Laguna Caribe if approved by the appropriate governmental agency.

- a. The Association shall install and maintain permanent markers or signs at the edge of the Lot line or buffer to inform Owners of the conservation status of protected areas. All signs erected pursuant to this provision shall be the property and perpetual responsibility of the Association, which shall provide for their maintenance.

- b. The Association shall be responsible for the maintenance and monitoring of the conservation areas and agrees to take action against any Lot Owner to enforce the conditions of the Conservation Easement.
- c. The Conservation Areas shall not be altered from their present condition with the exception of exotic or nuisance vegetation removal, or restoration in accordance with the restoration plan included in the conservation easement. Exotic vegetation may include melaleuca, Brazilian pepper, Australian pine, and Japanese climbing fern. Nuisance vegetation may include cattails, primrose willow and grape vine.

#### ARTICLE XI

##### LEASES FOR CONCESSIONAIRES AND VENDORS

11.01 The Association shall have the power and authority to lease portions of the Clubhouse or other Common Areas to concessionaires or vendors for the purpose of supplying goods and services to Cypress Woods . All revenues received by the Association shall be used to offset the Common Expenses.

#### ARTICLE XII

##### GENERAL PROVISIONS

12.01 The Association exists in perpetuity. The Association may own and control property, may establish rules and regulations and enforce Assessments. The Association may sue and be sued. The initial effective period of the Association is for 25 years, with automatic renewals thereafter, during which the Association is bound to perform the obligations created by this Declaration, the By-Laws, its Articles of Incorporation and other document(s) providing for the rights and responsibilities of the Association subject to the terms and provision of Florida Statute § 720.3032, as amended from time to time, that shall control. In the event the Association is dissolved, the dedicated Properties and corresponding infrastructure of the subdivision as described in Exhibit A, attached hereto and made part hereof, shall be conveyed or dedicated to a similar non-profit organization or entity to assure the continued maintenance and operation of said infrastructure.

12.02 Membership in the Association is comprised of all Lot Owners. The Association shall be and hereby is responsible for the maintenance and operation of the subdivision's (1) surface/storm water management system, including dedicated tracts with lakes and lake maintenance or drainage easements, and corresponding infrastructure, (2) tracts for or containing rights-of-way or access easements and the corresponding roads/streets and (3) utility easements for sewer, potable water, telephone, electrical and cable facilities.

12.03 The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and be enforceable by the Association or the Owners subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-one (21) years from the date of this Declaration is recorded, after which time said covenants and restrictions. shall automatically be extended for successive periods of ten (10) years, subject to the terms and provision of Florida Statute § 720.3032, as amended from time to time, that shall control ,unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots subject to this Declaration has been recorded, agreeing to terminate said covenants and restrictions in whole or in part. Violation or breach of any conditions, covenants or restrictions herein contained shall give the Association and/or Owner, in addition to all other

remedies, the right to proceed at law or in equity to compel a compliance with the terms of said conditions, covenants or restrictions and to prevent or remedy the violation or breach of any of them, and the expense of such litigation shall be borne by the then Owner or Owners of the subject property, provided such proceeding results in a finding that such owner was in violation of said covenants or restrictions. Expenses of litigations shall include reasonable attorneys' fees incurred by Developer and/or the Association in seeking such enforcement. All such expenses shall be secured by a lien on the Owner's Lot.

12.04 Any notices required to be sent to any Member or Owner under the provision of this Declaration shall be deemed to have been properly sent when mailed, post paid, or emailed to the Owners opting in to such notice transmission method, to the last known address of the person who appears as a Member or Owner on the records of the Association at the time of such mailing.

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

12.06 This Declaration may be amended at any time with the consent of two-thirds (2/3) of the voting interests of the Members of the Association present and voting, in person or by proxy at any annual or special meeting called for that purpose, at which a quorum is attained, provided that the full text of any proposed amendment shall be included in the notice of such annual or special meeting; provided, however, that no amendment may be made that eliminates or limits the rights of the Laguna Caribe Association to govern the Lots, amenities or facilities within Laguna Caribe, without the consent of the Developer, as long as Developer owns any lots in Phase V, and thereafter, two-thirds (2/3) of the voting interests of Lot Owners owning Lots in Laguna Caribe.

12.07 So long as the Developer owns any Lots within Laguna Caribe, Developer shall have the exclusive right to maintain a sales center, model homes or sign on the property located within Laguna Caribe to identify Lots Developer may have for sale in Laguna Caribe.

12.08 This Declaration shall become effective upon its recording in the Public Records of Lee County, Florida.

12.09 Developer may operate for profit area within the Laguna Caribe property including the Coral Club Facilities and for storage of recreational vehicles and nothing contained herein shall prohibit Developer from so doing. Developer, and following turnover the Laguna Caribe Association, will defend, indemnify, and hold harmless the Cypress Woods RV Resort Homeowners Association, Inc., for and from any and all tax obligations, claims, lawsuits or other legal or administrative proceedings, related to the operation of any for profit venture within the Laguna Caribe Association subdivision. Developer, and following turnover the Laguna Caribe Association, will add and include the Cypress Woods RV Resort Homeowners Association, Inc. as an additional insured under all liability insurance policies obtained to provide coverage for any personal injury or property damage related to the operation of any for profit venture within the Laguna Caribe Association subdivision.

ARTICLE XIII

LAGUNA CARIBE AT CYPRESS WOODS

13.01 Laguna Caribe shall be developed by Developer within Phase V of Cypress Woods in accordance with Development Order No. DOS2003-00186 as amended and the plat of Laguna Caribe at Cypress Woods recorded, or to be recorded in the public records of Lee County, Florida.

13.02 All Owners of Lots in Laguna Caribe shall be members of the Association, subject to payment of Assessments and compliance with this Declaration except as otherwise provided in this Article XIII.

13.03 Lots and property within Laguna Caribe, except to the extent conveyed or dedicated to the Association as Common Area, shall be governed by the Association governing documents, including this Declaration, the Laguna Caribe Documents and Laguna Caribe Association. The restrictions exclusively relating to use of Lots and property set forth in Article V of this Declaration shall not be applicable to the Lots or properties in Laguna Caribe, and the Association shall not have the right to enforce any such restrictions against and Lot or Owner in Laguna Caribe. All matters relating to construction, improvement, modification, use, and architectural review and approval as to Lots within Laguna Caribe shall be the sole jurisdiction of the Laguna Caribe Association.

13.04 Except for the dog park, which shall be available for use by all Owners, use of the Coral Club Facilities is limited to Owners of Lots in Laguna Caribe and Owners of Lots in Phases I-IV (Sections A-D) who have purchased a social membership entitling them to use of the Coral Club Facilities. Purchase of social memberships may be subject to caps determined in the discretion of the Developer or Laguna Caribe Association; provided, however, the cap shall not be less than 100 memberships.

Article XIV  
FINES

Section 1. Procedure. In addition to all other remedies, a fine or fines may be imposed upon an Owner by the Board of Directors for failure of an Owner, Tenant, or family member of an Owner or Tenant to comply with any covenant, restriction, rule or regulation of the Association, provided the following procedures are adhered to:

- a. Initial Determination. The Board shall make the final determination of the appropriateness of and the amount of any proposed fine:
- b. Notice. After the Board has made the initial determination to impose a fine, the Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Fining Committee at which time the Owner may present reasons why a fine(s) should not be imposed. At least fourteen (14) days' notice of such meeting shall be given.
- c. Fining Committee. The Fining Committee shall be appointed by the Board of Directors from time to time. The Fining Committee shall be comprised of at least three (3) Members who are not officers, directors or employees of the Association, or the spouse, parent, child, brother or sister, of an officer, director or employee of the Association.
- d. Hearing. The facts supporting the alleged non-compliance shall be presented by the Board (or its attorney) to the Fining Committee and the Owner may present reasons why a fine(s) should not be imposed against them. The Fining Committee by a majority vote may approve,

modify or refuse to approve a fine proposed by the board. A written decision of the Fining Committee shall be submitted to the Owner and the Responsible Person and the Board by not later than twenty-one (21) days after the meeting. The Owner shall have the right to be represented by counsel and cross-examine witnesses.

- e. Amounts. The Board of Directors subject to review and modification by the Fining Committee may impose a fine(s) against an Owner in the maximum amount of \$100.00 per violation. A fine may be levied on the basis of each day of a continuing violation with a single notice and opportunity for a hearing, except that no such fine shall exceed \$1,000.00 in the aggregate.
- f. Payment of Fines. Fines shall be paid not later than five (5) days after the notice of the imposition or assessment of a fine. A fine for less than \$1,000.00 shall not become a Lien against a Lot. Any fines, in the aggregate, of \$1,000.00 or more, may become a lien against a Lot and foreclosed in the same manner as mortgages. The Board may obtain a court judgment for any unpaid fine and that may become a lien on an Owner's Lot. In any legal action to collect a fine, the prevailing party in the action shall be entitled to collect its reasonable attorney fees and costs from the non-prevailing party as determined by the court.
- g. Application of Proceeds. All Monies received from fines shall be allocated as directed by the Board of Directors.
- h. Non-Exclusive Remedy. These Fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled.

**INDEX TO  
AMENDED AND RESTATED BY-LAWS  
OF  
CYPRESS WOODS RV RESORT HOMEOWNERS' ASSOCIATION, INC.**

ARTICLE I - IDENTIFYING DATA, 3

Section 1. The Association, 3

Section 2. Principal Address, 3

ARTICLE II -TERMS AND MEANINGS, 3

ARTICLE III - MEETINGS OF MEMBERSHIP, 3-6

Section 1. Location, 3

Section 2. Annual Meetings, 3-4

Section 3. Membership List, 4

Section 4. Special Meetings, 4-5

Section 5. Right to Vote and Proxies, 5

Section 6. Quorum, 5

Section 7. Vote Required to Transact Business, 5

Section 8. Waiver and Consent, 5

Section 9. Parliamentary Rules, 5

Section 10. Suspension of Rights, 5-6

ARTICLE IV - MEMBERS OF THE BOARD OF DIRECTORS, 6-8

Section 1. Members, 6

Section 2. Number, 6

Section 3. Term, 6

Section 4. Election and Appointment of Directors, 6

Section 5. Vacancy and Removal, 6

Section 6. Salaries or Fees, 7

Section 7. Powers, 7

Section 8. Meetings Board of Directors, 7

Section 9. Financial Statement, 8

ARTICLE V OFFICERS, 8-10

Section 1. Executive Officers, 8

Section 2. Subordinate Officers, 8

Section 3. Tenure of Officers; Removal, 8

Section 4. President, 9

Section 5. Vice President, 9

Section 6. Secretary, 9

Section 7. Treasurer, 9-10

Section 8. Vacancies, 10

Section 9. Resignations, 10

Section 10. Salaries and Fees, 10

ARTICLE VI - FINANCES, 10

Section 1. Fiscal Year, 10

Section 2. Budget, 10  
Section 3. Assessments, 10

ARTICLE VII - SEAL 11

ARTICLE VIII - NOTICES 11  
Section 1. Notice, 11  
Section 2. Waiver of Notice, 11

ARTICLE IX - GENDER TERMINOLOGY, 11

ARTICLE X - AMENDMENTS, 11

NOTE: SUBSTANTIAL AMENDMENTS OF ENTIRE BYLAWS.  
FOR ORIGINAL TEXT SEE ORIGINAL BYLAWS.

**AMENDED AND RESTATED BY-LAWS OF  
CYPRESS WOODS RV RESORT HOMEOWNERS' ASSOCIATION, INC.**

**ARTICLE I**  
**IDENTIFYING DATA**

Section 1. The Association. These are Bylaws of Cypress Woods RV Resort Homeowners' Association, Inc., a Florida corporation not for profit, which was originally incorporated under the same name on May 19, 1999, hereinafter the "Association." The corporation is organized under the laws of Florida as a community association for the purpose of operating a residential community. All prior Bylaws, if any, are hereby revoked and superseded in their entirety.

Section 2. Principal Office. The principal office of the Association shall be at the development known as CYPRESS WOODS RV RESORT (or "Subdivision") 5551 Lockett Road, Fort Myers, FL 33905.

**ARTICLE II**  
**TERMS AND MEANINGS**

The terms used herein shall have the meanings as defined in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for CYPRESS WOODS RV RESORT (the "Declaration") as they may exist and be amended from time to time, and as recorded in the Public Records of Lee County, Florida. The term "Lot Owners" refers to members of the Association.

**ARTICLE III**  
**MEETINGS OF MEMBERSHIP**

Section 1. Location. All meetings of the Association, unless otherwise provided for in the notice of such meetings, will take place at the office of the Association or at the Subdivision.

Section 2. Annual Meetings.

- A. There shall be an annual meeting of the membership held at a time designated by the Board of Directors, but not more than twelve (12) months after the previous annual meeting.
- B. At the annual meeting, except as heretofore set forth and as otherwise provided in the Articles of Incorporation, a Board of Directors shall be elected which shall also be known as the Board of Administration, and such other business shall be transacted as may properly come before the meeting.

- C. Written notice of the annual meeting shall be served upon or mailed by the Secretary to each Member entitled to vote thereon, at such address as appears on the books of the Corporation at least thirty (30) days prior to the meeting. Unless a Member waives in writing the right to receive such notice, the Post Office certificate of mailing shall be retained as proof of mailing the notice.
- D. Order of business. The order of business at the annual members' meeting and as far as practical of other meetings, shall be:
  - 1) Call to order be temporary Chairperson.
  - 2) Calling of roll and certifying of proxies.
  - 3) Proof of Notice of Meeting or Waiver of Notice.
  - 4) Reading and Disposal of any unapproved Minutes.
  - 5) Reports of Officers.
  - 6) Reports of Committees.
  - 7) Election of Inspectors of Election.
  - 8) Determination of number of Directors.
  - 9) Election of Directors.
  - 10) Unfinished Business.
  - 11) New Business.
  - 12) Adjournment.

Section 3. Membership List. At least thirty (30) days before every election of Directors, a complete list of Members entitled to vote at said election, arranged numerically by Lot number shall be prepared by the Secretary.

Section 4. Special Meetings.

- A. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President and shall be called by the President or Secretary, at the request in writing of a majority of the Board of Directors, or at the request in writing of at least ten percent (10%) of the Members. Any such request by the Members shall state the purpose or purposes of the proposed meeting.
- B. Written notice of a special meeting of Members stating the time, place and purpose thereof shall be served upon and mailed to each Member entitled to vote thereon, at

such address as appears on the books of the Corporation, or electronically (email) transmitted if Member has consented, in writing, to receive notices by electronic means, at least fourteen (14) days before such meeting.

- C. Business transacted at all special meetings shall be confined to the subject stated in the notice thereof.

Section 5. Right to Vote and Proxies. At any meeting of the Members, every Member having the right to vote shall be entitled to vote in person or by proxy. No Member may vote by general proxy, but may vote by limited proxy. Limited proxies and general proxies may be used to establish a quorum. Limited proxies may also be used for votes taken to amend the Articles of Incorporation, the By-Laws, or for any matter that requires or permits a vote of the Members. Any proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. A proxy is not valid for a period longer than 90 days after the date of the first meeting or which it was given. A proxy is revocable at any time at the pleasure of the member who executes it.

Section 6. Quorum. A majority of the votes of the entire membership, entitled to be cast, whether present in person or by written proxy shall constitute a quorum at all meetings of the Members for the transaction of business, except as otherwise provided by the statutes, by the Articles of Incorporation, or by these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the Members, the Members entitled to vote thereat, present in person or represented by written proxy, shall have power to adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum shall be present or represented. At such adjourned meeting, at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section 7. Vote Required to Transact Business. When a quorum is present at any meeting, a majority vote of the votes entitled to be cast at that meeting shall decide any question brought before the meeting unless the question is one upon which a definite percentage of the vote is required by express provision of the statutes, the Articles of Incorporation or these By-Laws, in which case such expressed provision shall govern and control the decision of such question.

Section 8. Waiver and Consent. Whenever the vote of Members at a meeting is required or permitted, by any provision of the statutes, the Articles of Incorporation, or these By-Laws, to be taken in connection with any action of the Association, the meeting and vote of Members may be dispensed with if all Members who would have been entitled to vote if such meeting were held, shall consent in writing to such action being taken.

Section 9. Parliamentary Rules. Roberts Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Articles of Incorporation or these By-Laws.

Section 10. Suspension of Rights. The membership rights (including voting rights) of any Member may be suspended by action of the Board of Directors of the Association if such Member shall have failed to pay when due any assessment or charge lawfully imposed upon him or any property owned by him within CYPRESS WOODS RV RESORT, including any fee, fine, or other monetary obligation, or if the Member, his family, his tenants, or guest thereof, shall have violated any term or provision of the Declaration.

ARTICLE IV  
MEMBERS OF THE BOARD OF DIRECTORS

Section 1.       Members.    The affairs of this Corporation shall be managed by a Board of Directors whose members need not be members of this Corporation, until the Developer of Laguna Caribe turns over control of the Laguna Caribe Association to non-Developer owners. *Following Developer turnover of the Laguna Caribe Association, all members of the Board of Directors must be members of the Cypress Woods RV Resort Homeowners' Association, Inc.*

Section 2.       Number.   The number of Directors which shall constitute the entire Board of Directors shall be five (5) .

Section 3.       Term.     The term of the Directors shall be for three (3) years. Director's term will be staggered so that no more than two (2) Director seats shall be determined by election in any given year. No Director can serve for more than two (2) consecutive terms but can run for Board election after a one (1) term absence thereafter.

Section 4.       Election and Appointment of Directors. The Laguna Caribe Association shall be entitled to one Director position on the Board, to be appointed annually in connection with the annual members meeting. No amendment to these Bylaws may be made that eliminates the right of the Laguna Caribe Association to appointment of one Director to the Board, without the consent of the Developer, as long as Developer owns any Lots in Phase V, and thereafter, two-thirds of the voting interests of Lot Owners owning Lots in Laguna Caribe.

The remaining four Directors shall be elected pursuant to elections conducted in the following manner:

- (a) Election of Directors shall be held at the annual members meeting.
- (b) The election shall be by ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

Section 5.       Vacancy and Removal. If, except as hereinafter provided through removal by a vote of the Members, the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification or otherwise, a successor or successors shall be chosen at a special meeting of the remaining Directors through majority vote provided no less than a quorum is present at the meeting. The successor or successors so chosen shall hold office for the unexpired term of the Director or Directors being replaced. Directors may be removed with or without cause by an affirmative vote of a majority vote of the Members. No Director shall continue to serve on the Board if, except as heretofore set forth, during the term of office the Director's membership in the Association shall be terminated for any reason whatsoever. Notwithstanding the foregoing, the Director holding the seat for which the Laguna Caribe Association is entitled to fill may only be removed by a vote of the members owning Lots in Laguna Caribe, and a vacancy for any other reason in the Director seat to which the Laguna Caribe Association is entitled may only be filled by the Laguna Caribe Association.

Section 6. Salaries or Fees. Directors may not receive any salary or compensation for the performance of duties as a Director of officer.

Section 7. Powers. The property and business of the Corporation shall be managed by the Board of Directors, which may exercise all corporate powers specifically set out in the Articles of Incorporation, controlling Florida Statutes, these By-Laws, or the Declaration, which powers may be delegated to its agents, contractors or employees, subject only to approval by the Lot Owners when that is specifically required.

Section 8. Meetings Board of Directors.

- A. The annual meeting of each Board of Directors newly elected by the Members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practical. The annual meeting of the Board of Directors shall be held at the same place as the general members' meeting and shall be open to all Lot Owners.
- B. Special meetings of the Board of Directors shall be held whenever called by the President or a majority of the Board of Directors. The meetings shall be open to all Lot Owners with the exception of meetings with legal counsel regarding pending or anticipated litigation matters involving the Association and/or matters involving personnel. Such legal and personnel meetings are closed to the membership.
- C. A majority of the Board of Directors shall be necessary and sufficient at all meetings to constitute a quorum for the transaction of any business.
- D. Adjourned Meetings. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.
- E. Joinder in Meeting by Approval of Minutes. The joinder of a Director in the action of a meeting by signing and concurring in the Minutes of that meeting shall constitute the presence of that Director for the purpose of determining a quorum.
- F. Presiding Officer. The Presiding Officer of Directors meetings shall be the Chairperson of the Board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.
- G. The order of business at all meetings of the Board of Directors shall be as follows:
  - 1) Roll call.
  - 2) Reading of Minutes of the last meeting.
  - 3) Consideration of Communications.

- 4) Resignations and elections.
  - 5) Reports of Officers and Employees.
  - 6) Unfinished business.
  - 7) Original resolutions and new business.
  - 8) Adjournment.
- H. The Minutes of all meetings shall be kept in a book available for inspection by Lot Owners or authorized representatives and Board members at any reasonable time. The Association shall retain these Minutes for a period of not less than seven (7) years.
- I. Notices of meetings of the Board of Directors shall be posted in a conspicuous place on the Association property at least forty-eight (48) hours in advance, except in an emergency. Notice of any meeting in which assessments against parcels are to be established shall specifically contain a statement that assessments shall be considered and a statement of the nature of such assessments and shall be posted and delivered to the members at least fourteen (14) days in advance or as pursuant to Florida Statute 720.303(2)(c)(2).

Section 12. Financial Statement. The Board of Directors shall, no less often than annually and not later than ninety (90) days after the close of the fiscal year, cause to be prepared a financial report as prescribed in 720.303, Florida Statutes. The Association shall provide each member with a copy of the financial report or a written notice that a copy of the financial report is available upon request at no charge to the member.

#### ARTICLE V OFFICERS

Section 1. Executive Officers. The executive officers of this Corporation shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected annually by said Board of Directors. Any two (2) of said offices may be united in one (1) person except that the President shall not also be the Secretary, or an Assistant Secretary of the Corporation. If the Board of Directors so determines, there may be more than one (1) Vice President.

Section 2. Subordinate Officers. The Board of Directors may appoint such other officers and agents as they may deem necessary, who shall hold office at the pleasure of the Board of Directors and have such authority and perform such duties as from time to time may be prescribed by said Board.

Section 3. Tenure of Officers; Removal. All officers and agents shall be subject to removal, with or without cause at any time by action of the Board of Directors. The Board of Directors may delegate powers of removal of subordinate officers and agents to any officer.

Section 4. President.

- A. The President shall preside at all meetings of the Members and Directors; shall have general and active management of the business of the Corporation; shall see that all orders and resolutions of the Board of Directors are carried into effect.
- B. The President shall have general superintendence and direction of all the other officers of the Corporation and shall see that their duties are performed properly.
- C. The President shall submit a report of the operations of the Corporation for the fiscal year to the Directors whenever called for by them and to the Members at the annual meeting, and from time to time shall report to the Board of Directors all matters within the President's knowledge which the interest of the Corporation may be required to be brought to their notice; and
- D. The President shall be an ex officio member of all of the committees and shall have the general powers and duties of supervision and management usually vested in the office of the President of a corporation.

Section 5. Vice President. The Vice President shall be vested with all the powers and required to perform all the duties of the President in the absence of the President, and such other duties as may be prescribed by the Board of Directors.

Section 6. Secretary.

- A. The Secretary shall keep the Minutes of the meetings of the Members and of the Board of Directors.
- B. The Secretary shall see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law.
- C. The Secretary shall be custodian of the corporate records and of the seal of the Corporation and shall see that the seal of the Corporation is affixed to all documents, the execution of which on behalf of the Corporation under its seal is duly authorized in accordance with the provisions of these By-Laws.
- D. The Secretary shall keep the register of the Post Office addresses of each Lot Owner which shall be furnished to the Secretary by such Lot Owner.
- E. In general the Secretary shall perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the President or by the Board of Directors.

Section 7. Treasurer.

- A. The Treasurer shall keep full, accurate accounts of receipts and disbursements, all books belonging to the Corporation and shall deposit all monies and other valuable

effects in the name of and to the credit of the Corporation in such depositories as may be designated by the Board of Directors.

- B. The Treasurer shall disburse the funds of the Corporation as ordered by the Board, get proper vouchers for such disbursements, shall render to the President and Directors at the regular meeting of the Board or whenever they may require an account of all transactions as Treasurer and of the financial condition of the Corporation.
- C. The Treasurer may be required to give the Corporation a bond, in the sum and with one (1) or more sureties satisfactory to the Board, for the faithful performance of the Treasurer's duties and the restoration to the Corporation, in the case of death, resignation or removal from office, of all books, papers, vouchers, money or other property of whatever kind in the possession of the Treasurer which belong to the Corporation.

Section 8. Vacancies. If the office of the President, Vice President, Secretary or Treasurer, one or more, becomes vacant by reason of death resignation, disqualification or otherwise, the remaining Directors by a majority vote of the whole Board of Directors provided for in these By-Laws may choose a successor or successors who shall hold office for the unexpired term.

Section 9. Resignations. Any Director or other officer may resign from office at any time, such resignation to be made in writing, and to take effect from the time of its receipt by the Corporation, unless some time be fixed in the resignation, and then from that date; provided that the acceptance of a resignation shall not be required to make it effective.

Section 10. Salaries and Fees. No compensation shall be paid to any officer for services as an officer of the Association. This provision does not preclude the Board of Directors from employing officers as employees of the Association but only in compliance with all conflict of interest laws.

ARTICLE VI  
FINANCES

Section 1. Fiscal Year. The fiscal year shall be the calendar year.

Section 2. Budget. The Board of Directors shall adopt a budget for each calendar year that shall include the estimated funds required to defray Common Expenses and to provide and maintain funds for capital improvements for such things as, paved areas, painting and landscaping, all in accordance with good accounting practices.

Section 3. Assessments. Assessments against the Lot Owners for their shares of the items of the budget shall be made by the Board of Directors for the calendar year annually in advance on or before December 1st preceding the year for which the Assessments are made.

ARTICLE VII

SEAL

The seal of the Corporation shall have inscribed thereon the name of the Corporation, the year of its organization and the words "non profit". Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, drawn, reproduced or otherwise.

ARTICLE VIII

NOTICES

Section 1. Notice. Whenever, under the provisions of the statutes, the Articles of Incorporation or these By-Laws, notice is required to be given to any Director or Member, it shall be construed to mean either personal notice, or notice given in writing by mail by depositing the same in the Post Office or letter box in a postpaid envelope addressed to such Director or Member as the name appears on the books of the Corporation or electronically (email) transmitted if Member has consented, in writing, to receive notices by electronic means.

Section 2. Waiver of Notice. Whenever any notice required to be given under the provisions of the statutes, the Articles of Incorporation, or these By-Laws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed to be equivalent to the required notice.

ARTICLE IX

GENDER TERMINOLOGY; PLURALITY

Whenever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, whenever the context so requires.

ARTICLE X

AMENDMENTS

These By-Laws may only be altered, amended or added to in accordance with the following terms, conditions and procedures:

- A. Notice of the proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.
- B. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the Members of the Association. Amendments to these Bylaws shall be adopted by two thirds (2/3) of the voting interests of Members of the Corporation present and voting, in person or by proxy, and the Developer as long as any lots remain unsold in Phase V, at any annual or special meeting called for the purpose where a quorum is attained, provided that the full text of any proposed amendment shall be included in the notice of such annual or special meeting.

**BYLAWS OF**  
**LAGUNA CARIBE HOMEOWNERS ASSOCIATION, INC.**

ARTICLE I  
NAME, PRINCIPAL OFFICE AND DEFINITIONS

1. Name. The name of the corporation is Laguna Caribe Homeowners Association, Inc. (“**Association**”).
2. Principal Office. The Association's principal office shall be located in Florida or such other place as is designated by the Board of Directors. The Association may have such other offices, either within or outside Florida, as the Board may determine or as the Association’s affairs require.
3. Definitions and Interpretation. All capitalized terms used herein that are not defined shall have the meaning set forth in the Declaration of Covenants, Conditions and Restrictions for Laguna Caribe, to be recorded by Laguna Caribe at Cypress Woods, LLC, a Florida limited liability company (“**Developer**”), in the public records of Lee County, Florida, as such declaration may be amended from time to time (“**Declaration**”). In the case of any conflict between the Declaration, the Association’s Articles of Incorporation (“**Articles**”) and these Bylaws, the Declaration governs over the Articles and Bylaws, and the Articles govern over the Bylaws, unless otherwise provided by law.

ARTICLE II  
MEETINGS OF MEMBERS

1. Membership. The Association shall have two (2) classes of membership, Class A and Class B, as defined in the Declaration. The provisions of the Declaration pertaining to membership are incorporated herein by this reference. Members of the Association are referred to generally in these Bylaws as “**Members.**”
2. Place of Meetings. The Association shall hold meetings at its principal office or at such other suitable place convenient to the Members as the Board may designate.
3. General. The Association shall hold its first meeting, whether a regular or special meeting, within one (1) year after the date of the Association’s incorporation, on such date and at such time and place as determined by the Board of Directors. The Board shall set the date and time of subsequent regular annual meetings.
4. Annual Meetings. The Association shall hold a meeting of the Members annually, on such date and at such time and place as the Board determines. Annual meetings may be conducted electronically (*i.e.*, via the Internet, intranet, or teleconference) if, and to the extent, permitted by law.
5. Special Meetings. Special membership meetings may be called at any time: (a) by the President

of the Association; (b) by the Board of Directors; or (c) upon the written request of the Members in good standing who are entitled to cast at least ten percent (10%) of the total votes in the Association. Such meetings shall be held on such date and at such time and place as the Board of Directors determines. The business conducted at any such meeting shall be limited to the purposes described in the notice of meeting.

6. Notice of Meetings. The President, the Secretary or the Officer or other persons calling a meeting of the Members shall give or cause to be given to all Owners actual notice of all membership meetings, which shall be mailed, delivered, or electronically transmitted to the members not less than fourteen (14) days but no more than forty-five (45) days prior to the meeting. In the case of a special meeting or when otherwise required by law, the Declaration, the Articles or these Bylaws, the purpose of the meeting shall also be stated in the notice.

7. Proof of Notice. The person or persons actually giving notice of any meeting shall execute an affidavit confirming compliance with the notice requirements for such meeting; and any such executed affidavit, attested by the Secretary and filed among the official records of the Association, is conclusive as to the regularity of any notice with respect to any Person absent actual knowledge of any defect in notice.

8. Waiver of Notice. A Member's attendance at any meeting constitutes a waiver by such Member of notice of the time, date and place thereof, and of all defects in notice, unless an objection on the basis of lack of proper notice is raised at the time the meeting is called to order. Attendance at a special meeting shall also be deemed a waiver of notice of all business transacted at such meeting unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

9. Written Action. Any action required to be taken at a meeting of the Members by the Declaration, Articles, these Bylaws or Florida law may be taken without a meeting, without prior notice and without a vote if the action is approved by written consent of Members representing at least the minimum number of votes that would be necessary to authorize such action at a meeting where all Members entitled to vote were present and voted. Such approval shall be evidenced by one (1) or more written consents specifically authorizing the proposed action, dated and signed by approving Members holding the requisite number of votes. The Association need not give prior notice before soliciting such consent; however, the Association must send written consent forms to all Members for action authorized pursuant to this Section to be valid. All consents must be signed, dated and delivered to the Secretary within sixty (60) days after the Association's receipt of the earliest dated consent. The Secretary shall file (or cause to be filed) such consents with the Association's minutes, and the consents shall have the same force and effect as a vote of the Members at a meeting. Within thirty (30) days after receiving authorization for any action by written consent, the Secretary shall give written notice to all Members summarizing the authorized action.

10. Certificate. An instrument signed by any executive Officer of the Association, and attested by the Secretary, is conclusive proof that any required approval has been obtained in accordance with these Bylaws as to persons without actual knowledge to the contrary.

11. Quorum. The presence of Members in good standing in person or by proxy entitled to cast

thirty percent (30%) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles, the Declaration, or these Bylaws. If such quorum is not present or represented at any meeting, the Members present and entitled to vote shall have the power to adjourn the meeting from time to time, as provided in Section 12 below, until a quorum is present or represented.

12. Adjournment. If any Association meeting cannot be held because a quorum is not present, the Members entitled to cast a majority of the votes present at such meeting may adjourn the meeting to a time at least five (5) but not more than forty-five (45) days from the scheduled date of the original meeting. Unless the time and place at which the adjourned meeting will be held is announced at the original meeting, the Association shall give Members notice of the adjourned meeting not less than ten (10) days prior to the meeting. Otherwise, the Board shall provide notice to all Owners, of the time and place for reconvening the meeting in the manner prescribed for regular meetings of Members. At the reconvened meeting, if a quorum is present, any business may be transacted that might have been transacted at the original meeting.

13. Proxies. At all meetings of Members, each Member may vote in person or by limited proxy. All proxies shall be in writing, identify the Lot for which it is given, state the date, time and place of the meeting for which it was given, be signed by the Member and filed with the Secretary prior to its use. No Person shall be permitted to hold more than five (5) proxies. A Member represented by a valid proxy at any meeting is “present” for all purposes. Every proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meeting thereof. A proxy is revocable at any time at the pleasure of the Member who executes it. A proxy is not valid for a period longer than ninety (90) days from the date of the meeting for which it was granted.

14. Membership List. A complete list of the Members entitled to vote at all meetings, and their respective addresses, must be kept on file at the Association’s office, open to inspection by any Member. The list must also be available at any meeting for inspection by any Member.

15. Voting Requirements.

(a) Members shall have such voting rights as are expressly set forth in these Bylaws, the Articles or the Declaration, which provisions are specifically incorporated by this reference. Except where these Bylaws, the Articles or the Declaration establish different voting requirements or expressly require the approval of Developer or any other Person, the majority vote of those Members present in person or by proxy at a duly called and convened meeting at which a quorum is present shall constitute the act of the membership. Membership votes may be conducted through an Internet-based online voting system, provided such system meets the requirements of Section 720.317, Florida Statutes, as it may be amended from time to time. Only those Members shown as Members in good standing upon the Association’s books are entitled to vote.

(b) The following actions must be approved by two-thirds (2/3) of the total votes of the Members, present in person or by proxy and voting at a duly convened meeting at which a quorum is present, and by Developer for so long as Developer is a Member: (i) any mortgaging of the Association’s property; (ii) any merger or consolidation of the Association; (iii) any dissolution of the

Association; (iv) any purchase of additional lands to be owned by the Association for the benefit of Owners.

16. Conduct of Meetings. The President shall preside over all Association meetings, provided that in the President's absence, the Vice President or another Board designee shall preside. The Secretary shall ensure that minutes of the meetings are kept and that all resolutions adopted and all other transactions occurring at such meetings are recorded in the Association's minute books. At any meeting of the membership, a Member shall have the right to speak for at least three (3) minutes on any item properly before the meeting. The Board may adopt reasonable written rules governing the frequency, duration and other manner of Member statements consistent with Chapter 720, *Florida Statutes*, as it may be amended from time to time.

### ARTICLE III BOARD OF DIRECTORS

1. Qualification and Governance. The Board of Directors shall govern the Association's affairs. Each Director shall have one (1) vote. Directors, other than those appointed by Developer, shall be Owners. Directors must be at least eighteen (18) years old. If an Owner is not an individual, any officer, director, partner, or any trust officer of such Owner shall be eligible to serve as a Director unless a written notice to the Association signed by the Owner specifies otherwise. An Owner of any Lot on which any assessments, fines, or other charges owed to the Association are delinquent as of the day that he or she could last nominate himself or herself, or be nominated, for the Board is not eligible to serve as a Director. A person who has been convicted of a felony in Florida or in a United States District or Territorial Court, or has been convicted of any offense in another jurisdiction which would be considered a felony under Florida law, is not eligible to serve as a Director unless his or her civil rights have been restored for at least five (5) years as of the date on which such person seeks election to the Board. The validity of any Board action is not affected if it is later determined that a Director was ineligible to serve.

2. Number of Directors; Initial Directors. Initially, the Board shall consist of three (3) Directors, all of whom shall be appointed by the Developer. After fifty percent (50%) of the parcels in all phases of the development have been conveyed to Class A Members, the Board shall be increased to five (5) Directors and the Members other than the Developer shall be entitled to elect at least one (1) member of the Board. The Board must consist of an odd number of Directors at all times.

3. Term of Office. So long as Developer has the right to appoint all Directors, Directors shall hold office as determined by Developer. Otherwise, the term of office for all Directors shall be one (1) year. Each Director shall hold office until a successor has been appointed or elected, as applicable, unless the Director sooner dies, resigns, is removed, is incapacitated or otherwise unable to serve.

## ARTICLE IV

### APPOINTMENT; NOMINATION, ELECTION, AND REMOVAL OF DIRECTORS:

1. Prior to Turnover.

(a) Prior to Turnover, and subject to subsection (b) below, Developer has the right to appoint, remove and replace members of the Board of Directors (except for members of the Board of Directors elected by Members of the Association as provided herein) who shall serve at the pleasure of Developer.

(b) Members of the Association, other than the Developer are entitled to elect at least one (1) member of the Board of Directors when fifty percent (50%) of the parcels in all phases of the development have been conveyed to Class A Members.

2. Upon Turnover.

(a) Upon Turnover, Members are entitled to elect four (4) Directors, and Developer is entitled to appoint, remove and replace one (1) Director for so long as Developer holds for sale in the ordinary course of business at least five percent (5%) of the Lots in all phases of the development that will ultimately be operated by the Association. After Turnover, nominations for election to the Board of Directors may be made by a Nominating Committee or in any other manner determined by the Board of Directors from time to time. If there is no Nominating Committee, nominations may be made from the floor at the annual meeting. Nominations for positions on the Board of Directors may include as many persons as the Board of Directors shall in its discretion determine, but not less than the number of vacancies that are to be filled. Any Member other than Developer may nominate himself or herself as a candidate by notice to the Nominating Committee (or to the Secretary if there is no Nominating Committee).

3. Election of Directors. Election to the Board of Directors shall be by secret written ballot. Directors shall be elected by the membership at the first meeting of Members held after Turnover. If the number of nominees is equal to or less than the number of positions to be filled, then those candidates shall be deemed elected without a vote. If the number of nominees exceeds the number of positions to be filled, an election shall be held, and the person(s) receiving the largest number of votes cast by the Members entitled to vote is elected. Cumulative voting is not permitted. Elections may be conducted electronically as provided under Section 720.317, *Florida Statutes*, as may be amended from time to time.

4. Removal; Vacancies. Any member of the Board of Directors can be recalled (voted out of office), with or without cause, by a majority vote of the total voting interests of the Association. However, if appointed or elected by a certain class of Members, only that class of Members can vote to recall a Director so elected or appointed. In the event of death, resignation or removal of a Director, a majority of the remaining members of the Board of Directors may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting. At any meeting at which a quorum is present, a majority of the Directors may remove any Director who has three (3) consecutive unexcused

absences from Board meetings; provided that any Director whose removal is sought shall be given notice prior to any meeting called for that purpose. Any Director who becomes more than ninety (90) days delinquent in the payment of any fee, fine, or other monetary obligation to the Association shall be deemed to have abandoned his or her seat. The Board may appoint a successor to fill any vacancy occurring pursuant to this Section, who shall serve for the remainder of the term.

## ARTICLE V MEETINGS OF DIRECTORS

1. Organizational Meeting. The Board shall hold an organizational meeting within ten (10) days following each annual Association meeting, at such place and time as the Board may determine.
2. Regular Meetings. The Board shall conduct regular meetings at such place and time as the Board may determine.
3. Special Meetings. Special Board meetings must be held when called by the President, or by any two Directors.
4. Petition by Members. If Members entitled to cast at least twenty percent (20%) of the total voting interest in the Association petition the Board in writing to address a particular item of business at a Board meeting, the Board shall place the petitioned item of business on its agenda at its next regular Board meeting or at a special Board meeting, which shall be held within sixty (60) days after receipt of the petition. Other than addressing the petitioned item at the meeting, the Board is not obligated to take any other action required by the petition.
5. Open to Owners. All meetings of the Board must be open to all Owners, except for: (a) meetings of the Board held for discussing personnel matters; (b) meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege; and (c) such other matters, if any, as provided by law.
6. Notice and Quorum.
  - (a) Notice; Waiver of Notice.
    - (i) Notice to Directors. Notices of Board meetings shall specify the place and time of the meeting and, in the case of a special meeting, the nature of any special business to be considered. The Board shall give notice to each Director by personal delivery, first class mail, postage prepaid, facsimile, electronic mail or other electronic communication device, with confirmation of transmission. All such notices shall be sent to the Director's fax number, electronic mail address, or address as shown on the Associations records. Notices sent by first class mail shall be sent at least seven (7) business days before the time set forth meeting. Except for emergency meetings, notices given by personal delivery, facsimile, or other device shall be delivered or transmitted at least seventy-two (72) hours before the time set for the meeting. A

Director's presence at any meeting constitutes a waiver of notice of such meeting and of any and all objections to the place or time of such meeting, or the manner in which it has been called or convened, unless the Director at the beginning of the meeting objects to the transaction of business because the meeting is improperly called or convened.

(ii) Notice to Owners. Except for emergency meetings, notice of all Board meetings shall be mailed or delivered to each Owner at least seven (7) days before the meeting, or, in the alternative, shall be posted in a conspicuous place within the Property at least forty-eight (48) hours in advance of the meeting. Assessments may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments. Written notice of any meeting petitioned by Owners in accordance with this Article V, Section 4 above, or at which special assessments or amendments to rules regarding use of Lots will be considered must be mailed, delivered, or electronically transmitted to each Owner and posted conspicuously on the Property not less than fourteen (14) days before the meeting. Notice may be transmitted electronically only to those Owners who have consented in writing to receive notice by electronic means, and then only in a manner authorized by law. An Owner's presence at any meeting constitutes a waiver of notice of such meeting and of any and all objections to the place or time of such meeting, or the manner in which it has been called or convened, unless the Owner at the beginning of the meeting objects to the transaction of business because the meeting is improperly called or convened.

(iii) Waiver of Notice. Transactions of any Board meeting, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (1) a quorum is present, and (2) either before or after the meeting each director not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the meeting's purpose. Notice of a meeting also shall be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

(b) Participation by Telephone. Members of the Board or any committee designated by the Board may participate in Board or committee meetings by means of telephone or other electronic means, through which all person participating in the meeting can hear each other. Participation in this manner shall constitute presence at the meeting for all purposes.

(c) Quorum. At all Board meetings, a majority of the Directors shall constitute a quorum for all purposes, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the act of the Board, unless otherwise provided in the Governing Documents or by Florida law. A meeting at which a quorum is initially present may continue, notwithstanding the withdrawal of one or more Directors, if at least a majority of the required quorum for that meeting approves any action taken.

7. Conduct of Meetings. The President shall preside over all Board meetings, provided that in the President's absence, the Vice President or another Board designee shall preside. The Secretary shall ensure that minutes of the meetings are kept and that all resolutions adopted and all other transactions occurring at such meetings are recorded in the minute books. The Board may adopt reasonable written rules governing the right of Members to speak consistent with Section 720.303, *Florida Statutes*, as may be amended from time to time, which rules may include a sign-up sheet for Members wishing to speak.

8. Adjournment. A majority of the Directors present at any meeting duly called, regardless of whether a quorum exists, may adjourn the meeting to another time and place not less than five (5) but not more than forty-five (45) days from the date of the original meeting, but notice of such adjourned meeting must be given to the Directors not present at the time of adjournment. At the reconvened meeting, if a quorum is present, any business that might have been transacted at the meeting originally called may be transacted without further notice.

9. Voting. Any Director present at a Board Meeting at which action on any matter is taken is presumed to have assented to such action unless the Director votes against the action, or abstains from voting because of an asserted conflict of interest. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of Officers. A vote or abstention from voting on each matter voted upon for each Director present at a Board meeting must be recorded in the minutes.

10. Action Without a Meeting. Any Board action taken or to be taken at a Board meeting may be taken without a meeting if a written consent to such action is signed by all Directors and filed in the minutes of the Board. Such consent shall have the same force and effect as a unanimous vote.

## ARTICLE VI POWERS AND DUTIES OF DIRECTORS

### 1. Powers of Directors.

(a) The Board of Directors may 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 the Governing Documents or Florida law, including but not limited to the following:

(i) Operate the Association in accordance with applicable law, including, Chapters 617 and 720, *Florida Statutes*, as may be amended from time to time, the Declaration, Articles and the Bylaws;

(ii) Employ for the Association a manager, an independent contractor, or such other consultants or employees as the Board deems necessary, and to prescribe their duties, provided, however, that the Board shall not delegate policy-making authority or ultimate responsibility for those duties set forth in this Article VI, Section 2 below. The Board may delegate to one of its members the authority to act on its behalf on all

matters relating to the duties of the managing agent or manager that might arise between Board meetings;

(iii) Adopt, publish, and amend from time to time rules and regulations governing the use of the Lots, Common Areas and facilities, and the personal conduct of the Members and their guests thereon, and establish penalties for the infraction thereof; and

(iv) Adopt and amend from time to time procedures for the Association's imposition of sanctions for violation of the Governing Documents.

(b) The Board shall not take any action, or implement any policy or program that would tend to impair rights of Developer under the Declaration or these Bylaws, interfere with development or construction of any portion of the Property, or diminish the level of services the Association provides.

2. Duties of Directors. The Board of Directors has the following duties:

(a) As more fully provided in the Declaration:

(i) Prepare and adopt an annual budget, including maintenance of Common Areas, and if elected by the membership in the manner proscribed by Florida law, to establish reserve accounts for replacement of those parts of the Common Areas which have a limited useful life span;

(ii) Budget and fix the amount of the Annual Maintenance Assessment against each Lot at least sixty (60) days before the fiscal year begins;

(iii) establish and fix the amount of the other assessments described in the Declaration;

(iv) send written notice of the amount of the Annual Maintenance Assessments to be levied pursuant to the budget to every Owner at least thirty (30) days before the fiscal year begins;

(b) Provide for the operation, care, upkeep and maintenance of the Common Areas;

(c) Contract with and/or employ any and all contractors, managers, employees, or other personnel or entities necessary to carry out the duties and obligations of the Association contained in the Governing Documents;

(d) Supervise employees of the Association and, where appropriate, provide for compensation of such employees and for the purchase of necessary equipment, supplies, and materials to be used by such employees in the performance of their duties;

(e) Enter into, perform, and enforce contracts and other agreements between the Association and third parties;

(f) Open bank accounts on the Association's behalf and designate signatories;

(g) Deposit all funds received on the Association's behalf in a bank depository which the Board shall approve, and use such funds to operate the Association; however, in the Board's business judgment any reserve funds may be deposited in depositories other than banks;

(h) Prepare, provide and file such financial reports and other reports as may be required by Chapter 720, *Florida Statutes*, subject to the terms thereof;

(i) Enforce by legal means, or in the manner provided in the Declaration, the provisions of the Governing Documents and bringing any proceedings that may be instituted on behalf of or against the Owners concerning the Association;

(j) Procure and maintain property and liability insurance and fidelity bonds, as provided in the Declaration, paying the cost thereof, and filing and adjusting claims, as appropriate;

(k) Pay the cost of all services rendered to the Association;

(l) Keep a detailed accounting of the Association's receipts and expenditures;

(m) Make available to any prospective purchaser of a Lot, any Owner, and the holders, insurers, and guarantors of any Mortgage on any Lot, current copies of the Governing Documents and all other books, records, and financial statements of the Association as provided in Article XIII, Section 3 of these Bylaws;

(n) Initiate or defend litigation on behalf of the Association;

(o) Maintain, and retain for the time periods required, the "official records" of the Association, as required by Chapter 720, *Florida Statutes*, as it may be amended from time to time.

(p) Otherwise undertake all duties, enforce all rights, and perform all obligations granted to the Association pursuant to the Declaration.

3. Standard of Care. The Board shall exercise its powers in a reasonable, fair and nondiscriminatory manner and shall adhere to the procedures established in the Governing Documents. Directors shall discharge their duties in a manner that the Director reasonably believes in good faith to be in the best interests of the Association.

4. Compensation. No Director shall receive any salary or compensation for the performance of any duties as a Director or for any service he may render to the Association. The Association may reimburse any Director or Officer for expenses he or she incurs on the Association's behalf upon approval of a majority of the other Directors.

5. Conflict of Interest. Notwithstanding anything in these Bylaws, the Articles or the Declaration to the contrary, any contract or other transaction between the Association and any of its Directors or Officers, or with any entity in which a Director or Officer has a financial interest (“**Related Transaction**”), must comply with the requirements of Section 617.0832, *Florida Statutes*, and Chapter 720, *Florida Statutes*, as such may be amended from time to time. Notwithstanding anything to the contrary contained herein, Directors appointed by Developer may be employed by or otherwise transact business with Developer or its affiliates, and Developer may transact business with the Association or its contractors, subject to applicable law.

6. Certification by Directors. Within ninety (90) days after election or appointment to the Board, each Director shall deliver to the Secretary of the Association a written certification meeting the requirements of Section 720.3033, *Florida Statutes*. A Director who does not timely file the certification or education certificate shall be suspended from the Board until he or she complies with this requirement and the Board may temporarily fill the vacancy during the period of suspension. The Board shall retain a copy of each certification and educational certificate for a period of five (5) years after the Director’s election; provided, however, the failure to have the written certification or educational certificate on file does not affect the validity of any Board action.

## ARTICLE VII OFFICERS

1. Enumeration. The Association’s Officers are a President, Vice President, Secretary, and Treasurer. The President and Secretary shall at all times be members of the Board of Directors. The Board may appoint by resolution such other Officers, who shall hold office for such period, have such authority, and perform such duties as the Board may determine, from time to time. Any two or more offices may be held by the same person, except the offices of President and Secretary.

2. Election and Term of Office. The initial Officers of the Association shall be elected by the Board at its organizational meeting or by unanimous written consent in lieu thereof, and thereafter at the first Board meeting following each annual meeting of the Members or by unanimous written consent in lieu thereof. The Officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless the officer shall sooner resign, or shall be removed, or otherwise disqualified to serve.

3. Removal and Vacancies. The Board may remove any Officer with or without cause, by a vote of at least a majority of the Directors, and may fill any vacancy in any office arising because of death, resignation, removal, or otherwise for the unexpired portion of the term.

4. Resignation. Any Officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at a later time specified therein. Unless the resignation specifies, acceptance of such resignation shall not be necessary to make it effective.

5. Powers and Duties. The Association's Officers shall have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as the Board may specifically confer or impose. The President shall be the Association's chief executive officer. The Treasurer shall have primary responsibility for preparing the Association's budgets as provided for in the Declaration, and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both. The Secretary shall prepare or supervise the preparation of meeting minutes as required by Florida law.

ARTICLE VIII  
COMMITTEES

1. Permanent Committees. The Board may appoint a Design Review Committee, as provided in the Declaration, for purposes of reviewing and approving architectural, changes, construction or other improvements or modifications to a Lot as requested by an Owner.

2. Other Committees. The Board, from time to time, may appoint and dissolve such other committees as the Board deems appropriate in carrying out the business of the Association and to serve for such periods as the Board may designate by resolution. Committees may not act without specific Board authority and may not bind the Association contractually or financially. Committee members may serve no more than two (2) consecutive 2-year terms on the same committee.

ARTICLE IX  
DEVELOPER RIGHTS

1. Notice of Meetings. For so long as Developer is a Member, the Association shall give Developer written notice of all meetings of the Members, the Board, and committees and any actions that any of them propose to take by written consent in lieu of a meeting. The Association shall give such notice to Developer at Developer's principal address as it appears on the Department of State's records or at such other address as Developer has designated in writing to the Association, or as to Board meetings, in accordance with Article V, Section 6 of these Bylaws. Such notice shall set forth with reasonably particularity the agenda to be followed at such meeting.

2. Right to Disapprove. So long as Developer holds any Lot for sale in the ordinary course of business, Developer shall have a right to disapprove any action, policy, or program of the Association, the Board, and any committee that, in Developer's sole judgment, would tend to impair rights of Developer under the Declaration or these Bylaws, interfere with development or construction of any portion of the Property, or diminish the level of services the Association provides.

ARTICLE X  
INDEMNIFICATION OF OFFICERS AND DIRECTORS

To the fullest extent permitted by law, the Association shall indemnify every Officer, Director, employee, and committee member against all damages and expenses, including counsel fees and expenses, reasonably incurred in connection with any action, suit, or proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason

of being or having been an Officer, Director, employee, or committee member, if such person acted in good faith and in a manner he or she 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 that such action was unlawful. The termination of any such action, suit, or proceeding by judgment, order, settlement, conviction, or a plea of nolo contendere or its equivalent shall not in and of itself create a presumption that the person did not act in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interest of the Association or that he or she had reasonable cause to believe that his or her conduct was unlawful. The right to indemnification provided herein shall not be exclusive of any other rights to which any present or former Officer, Director, employee, or committee member may be entitled. In accordance with the procedures and subject to the conditions and limitations of Florida law, the Board may authorize the Association to advance funds to pay for or reimburse the reasonable expenses incurred by a present or former Officer, Director, employee, or committee member in any proceeding to which he or she may be a party by reason of being or having been an Officer, Director, or committee member. The foregoing indemnification obligations shall be controlled and interpreted by applicable law with respect to the indemnification of directors and officers of a not-for-profit corporation.

ARTICLE XI  
ACCOUNTING

The Board shall follow the following accounting standards unless the Board specifically determines otherwise by a resolution duly adopted and permitted under Florida law:

- (a) Accounting and controls should conform to generally accepted accounting principles;
- (b) The Association’s cash accounts shall not be commingled with any other accounts, and during the period that Developer has the right to appoint or elect at least a majority of the Board of Directors, operating accounts shall not be commingled with reserve accounts.

ARTICLE XII  
EMERGENCY PROVISIONS

In the event of an “emergency” as defined in Sections (g) and (h) below, the Board may execute the emergency powers described in this Article XII and any other emergency powers authorized by Sections 720.316, 617.0207 and 617.0303, *Florida Statutes*, as amended from time to time:

- (a) The Board may name as assistant officers, any Members of the Association who are not Directors, which assistant officers shall have the same authority as the executive officers to whom they are assistant during the period of emergency, to accommodate the incapacity or absence of any officer of the Association.
- (b) The Board may relocate the principal office of the Association or designate alternative principal offices or authorize the officers to do so.

(c) During the emergency, the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practical manner, including publication, radio, cellular phone, or e-mail. The Director or Directors in attendance at such meeting shall constitute a quorum and all actions taken thereat shall be actions of the Board.

(d) Corporate action taken in good faith during an emergency under this Article in the interest of the Association shall bind the Association and shall have the rebuttable presumption of being reasonable and necessary.

(e) Any officer, director, or employee of the Association acting with a reasonable belief that his actions are lawful in accordance with these emergency provisions shall incur no liability for doing so.

(f) These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

(g) For purposes of this Article XII, an “emergency” exists during the period of the time that the Property or the immediate geographic area in which the Property is located, is subjected to:

- (i) A state of emergency or public health crisis declared by local, state or federal civil or law enforcement authorities;
- (ii) A hurricane warning;
- (iii) A partial or complete evacuation order;
- (iv) Federal or state disaster area status, or
- (v) A catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the Property, such as an earthquake, tidal wave, hurricane, tornado, war, civil unrest, or an act of terrorism.

(h) An emergency also exists for purposes of this Article XII during the time when a quorum of the Board cannot readily be assembled because of the occurrence of an event as defined in subsection (g) above.

### ARTICLE XIII MISCELLANEOUS

1. Fiscal Year. The Association’s fiscal year shall be the calendar year unless the Board establishes a different fiscal year.

2. Conflicts. If there are conflicts among the provisions of Florida law, the Articles, the Declaration, and these Bylaws, the provisions of Florida law, the Declaration, the Articles, and these Bylaws (in that order) shall prevail.

3. Books and Records.

(a) Inspection by Owners and Mortgagees. The official records of the Association shall be maintained within the State of Florida for at least seven (7) years and shall at all times during reasonable business hours, be subject to inspection by any Owner within ten (10) business days after receipt by the Association of a written request, subject to rules adopted by the Board from time to time reasonably restricting the frequency, time, place, and manner of inspection. The Board shall provide for such inspection to take place within forty-five (45) miles of the Property or within the County in which the Association is located. The Board may comply with this Section by making the records available to an Owner electronically via the Internet or by allowing the records to be viewed in electronic format on a computer screen and printed on request. An Owner or the Owner's authorized representative may use a portable scanning device or similar technology to make an electronic copy of records which the Owner would otherwise be entitled to copy hereunder. Notwithstanding the above, the exempted records listed in Section 720.303(5), *Florida Statutes*, as such may be amended from time to time, shall not be available to Owners for inspection or copying.

(b) Rules for Inspection. The Board may adopt reasonable written rules governing the frequency, time, location, notice, scope, and manner of inspections but may not require that an Owner state or demonstrate any proper purpose for the inspection or state any reason for the inspection, and may not limit an Owner's right to inspect records to less than one 8-hour business day per month. The Association shall maintain an adequate number of copies of the recorded governing documents to ensure availability to Owners and prospective Owners. The Association shall have the right to require reasonable proof that any person requesting access to the records of the Association is either an Owner or an authorized representative of an Owner. If the Association has a copy machine, it must provide Owners with copies requested if fewer than twenty-five (25) pages. The Association may charge up to \$0.25 per page. If the copies requested exceed twenty-five (25) pages, an outside duplicating service may be used and actual costs, as supported by the vendor invoice, may be charged. In addition, the Association may charge fees to cover the costs for personnel to retrieve and copy the records if the time spent retrieving and copying the records exceeds one-half hour and the personnel costs do not exceed \$20.00 per hour; provided, however, that personnel costs may not be charged for records requests that result in the copying of twenty-five (25) or fewer pages.

(c) Inspection by Directors. Every Director shall have the absolute right at any reasonable time to inspect all Association books, records, and documents and the physical properties owned or controlled by the Association. A Director's right of inspection includes the right to make a copy of relevant documents at the Association's expense.

(d) Additional Information. Neither the Association nor any authorized agent thereof shall be required to provide a prospective purchaser or lienholder with information about the Property or the Association except as required by Section 720.401, *Florida Statutes*. If, upon request of the current Owner, the Association elects to provide information which is not required by law to be provided or disclosed, it may charge a reasonable fee to the current Owner for providing good faith responses to requests for such information, such fee not to exceed the amount set forth in Section 720.303, *Florida Statutes*, as it may be amended, plus the reasonable cost of photocopying and any attorney fees incurred by the Association in connection with such response.

4. Minutes of Meetings. Minutes of all meetings of Members and of the Board of Directors shall be available for inspection by Members, or their authorized representatives, and Board members at reasonable times.

5. Amendment.

(a) Prior to Turnover, Developer shall have the right to unilaterally amend these Bylaws for any purpose, except as provided herein or prohibited by law. After Turnover, these Bylaws may be amended only with the approval of at least two-thirds (2/3) of the votes of the Members, present in person or by proxy, at a meeting duly convened for such purpose, at which a quorum is present, and with the written consent of Developer for so long as Developer is a Member.

(b) Notwithstanding Subsection (a) above, after Turnover, no amendment to these Bylaws which purports to change the quorum requirement or percentage of votes necessary to take action under a specific clause shall be effective unless approved by at least that fraction or percentage of votes that would be required for action to be taken under that clause. A copy of any amendment shall be provided to the Owners within thirty (30) days after same is executed and all necessary consents (if any) are obtained and shall be effective when recorded in the public records of Lee County.

(c) No amendment may remove, revoke, or modify any right or privilege of Developer without the written consent of Developer, or the assignee of such right or privilege.

The foregoing constitute the first Bylaws of LAGUNA CARIBE HOMEOWNERS ASSOCIATION, INC.

LAGUNA CARIBE HOMEOWNERS  
ASSOCIATION, INC.

By: \_\_\_\_\_

Its: President

Date: \_\_\_\_\_

**ARTICLES OF INCORPORATION OF  
LAGUNA CARIBE HOMEOWNERS ASSOCIATION, INC.**

The undersigned, acting as incorporator of a corporation not for profit under Chapters 617 and 720, Florida Statutes, adopts the following Articles of Incorporation (“**Articles**”) for the corporation:

ARTICLE I  
NAME

The name of this corporation is “Laguna Caribe Homeowners Association, Inc.”, a Florida not for profit corporation, which shall be referred to as the “**Association**” in these Articles.

ARTICLE II  
PRINCIPAL OFFICE

The Association’s initial principal office and mailing address is 3003 Tamiami Tr N Suite 206, Naples, FL 34103.

ARTICLE III  
INTERPRETATION

All capitalized terms used herein that are not defined shall have the meaning set forth in the Declaration of Covenants, Conditions and Restrictions of Laguna Caribe, to be recorded by Laguna Caribe at Cypress Woods, LLC, a Florida limited liability company (“**Developer**”), in the public records of Lee County, Florida, as such declaration may be amended from time to time (“**Declaration**”). In the case of any conflict between the Declaration, these Articles and the Bylaws of the Association (“**Bylaws**”), the Declaration governs over the Articles and Bylaws, and the Articles govern over the Bylaws, unless otherwise provided by law.

ARTICLE IV  
PURPOSE AND POWERS OF THE ASSOCIATION

The Association does not contemplate pecuniary gain or benefit, direct or indirect, to its Members. The purposes for which the Association is formed are to: (a) promote the health, safety, and general welfare of the residents within all or any portion of that tract of land located in Lee County, Florida, which is described in and made subject to the provisions of the Declaration, and any additions to such lands as hereafter may be brought within the Association's jurisdiction in the manner provided in the Declaration (collectively, the “**Property**”); and (b) perform all obligations and duties and to exercise all rights and powers of the Association as specified in the Declaration and the other Governing Documents described therein, and as provided by law.

In furtherance of its purposes, the Association is empowered to, without limitation:

- (a) exercise all powers authorized by Chapters 617 and 720, Florida Statutes;

(b) exercise all powers necessary or desirable to perform the obligations and duties and to exercise the rights, powers, and privileges of the Association from time to time set forth in these Articles, the Declaration, and the Bylaws, including, without limitation, the right to enforce all of the provisions of these Articles, the Declaration, and the Bylaws pertaining to the Association in its own name, including, without limitation, enforcement of the provisions relating to the operation and maintenance of the Surface Water Management System;

(c) in any lawful manner, acquire, own, hold, improve, operate, maintain, repair, replace, convey, sell, lease, transfer, assign and otherwise dispose of property of any nature whatsoever, real, personal, or mixed, tangible or intangible, in connection with the Association's affairs;

(d) adopt budgets and fix, levy, collect, and enforce by any lawful procedure all charges or assessments established by, or pursuant to, the Declaration, including, without limitation, adequate assessment of fees for the costs of operation and maintenance of the Surface Water Management System or any portion thereof for which the Association is responsible for the operation and/or maintenance, and assessments for services or materials for the benefit of Owners or the Property for which the Association has contracted with third-party providers;

(e) pay all costs, expenses, and obligations lawfully incurred in connection with the Association's affairs including, without limitation, all licenses, taxes, or other governmental charges levied or imposed against the Association's property;

(f) maintain, control, manage, repair, replace, improve, and operate all the Common Areas and Common Maintenance Areas, including but not limited to the Surface Water Management System and all associated facilities (to the extent owned, operated and/or maintained by the Association) in a manner consistent with any applicable permits issued by the South Florida Water Management District ("**SFWMD**"), applicable SFWMD rules, and other governmental permits, if any, and assist in the enforcement of the provisions of the Declaration that relate to the maintenance of the Surface Water Management System;

(g) borrow money for any lawful purpose and mortgage or otherwise encumber, exchange, pledge, deed in trust, hypothecate, assign, grant security interests in, or otherwise transfer any or all of its property as security for money borrowed, debts incurred, or any of its other obligations;

(h) participate in mergers and consolidations with other nonprofit corporations organized for similar purposes, subject to such limitations as may be set forth in these Articles, the Declaration or the Bylaws;

(i) from time to time adopt, amend, rescind, and enforce reasonable rules and regulations regarding the use of the Property and/or the Common Areas consistent with the rights and duties established by the Declaration;

(j) contract with others for performance of the Association's management and maintenance responsibilities under the Declaration, for the provision of services by the Association to others to the extent beneficial for the Owners or the Property, and for the furnishing of services or materials for the

benefit of the Owners or the Property consistent with the provisions of the Declaration, including, without limitation, contracting for utility, telecommunications, internet, and security services;

(k) sue and be sued and appear and defend in all actions and proceedings;

(l) adopt, alter, and amend or repeal such Bylaws as may be necessary or desirable for the proper management of the Association's affairs, subject to such limitations as may be set forth in these Articles, the Declaration or the Bylaws; provided that such Bylaws may not be inconsistent with or contrary to any provisions of the Declaration; and

(m) have and exercise all rights, powers, and privileges that a corporation not for profit may now or hereafter have or exercise under the laws of the State of Florida, together with all other rights, powers, and privileges reasonably to be implied from the existence of any right, power, or privilege so granted, or granted by the Declaration, or these Articles, or reasonably necessary, convenient, or desirable to exercise any right, power, or privilege so granted.

The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers that may now or hereafter be allowed or permitted by law, subject to such limitations as may be set forth in these Articles, the Declaration or the Bylaws. The Association's powers may be exercised by its Board of Directors, unless indicated otherwise by these Articles, the Declaration or the Bylaws.

#### ARTICLE V MEMBERSHIP; VOTING REQUIREMENTS

The Association shall be a membership corporation without certificates or shares of stock. The Owner of each Lot that is subject to the Declaration is a "**Member**" of the Association, including contract sellers, but excluding all persons who hold any interest in any Lot merely as security for the performance of an obligation. An Owner of more than one Lot is entitled to one membership for each Lot owned. Membership is appurtenant to, and may not be separated from, ownership of at least one Lot that is subject to the provisions of the Declaration, or transferred except by transfer of record title to such Lot. There shall be two (2) classes of Membership as provided in the Declaration, which shall have such voting rights as set forth in the Declaration.

#### ARTICLE VI BOARD OF DIRECTORS

The number, manner of election, authority and indemnification of the Board of Directors, meetings and quorum requirements shall be as provided for in the Bylaws of the Association, as amended from time to time in accordance therewith.

#### ARTICLE VII EXISTENCE AND DURATION

Existence of the Association shall commence with the filing of these Articles with the Secretary of State of the State of Florida. The Association exists perpetually. In the event of termination,

dissolution or liquidation of the Association: (a) the assets of the Association shall be conveyed to an appropriate governmental unit or public entity, or, if not accepted by a governmental unit or public entity, conveyed to a non-profit corporation similar in nature to the Association, which shall assume the Association's responsibilities; and (b) the control or right of access to the land containing any portion of the Surface Water Management System owned by the Association shall be conveyed or dedicated to an appropriate governmental unit or public utility or, if not accepted by a governmental unit or public utility, conveyed to a not for profit corporation similar in nature to the Association, which shall assume the Association's responsibilities with respect to the Surface Water Management System.

ARTICLE VIII  
AMENDMENTS

For so long as Developer has the right to appoint or elect a majority of the Board of Directors, these Articles may be amended by Developer without a vote of the membership and without the joinder or consent of the holder of any mortgage, lien or other encumbrance affecting any portion of the Property or any other Person. Thereafter, these Articles may be amended only upon a resolution duly adopted by the Board of Directors, with the affirmative vote or written consent of at least two-thirds (2/3) of the total voting interests of the Association, and the written consent of Developer for so long as Developer owns and holds any Lot for sale in the ordinary course of business. Notwithstanding anything contained herein to the contrary, no amendment to these Articles may remove, revoke or modify any right or privilege of a Builder without the written consent of such Builder.

ARTICLE IX  
INITIAL DIRECTORS

The initial Officers and Directors of the Association shall be:

<u>Duane Truitt</u> _____	President and Director
<u>John Callis</u> _____	Vice President and Director
<u>James Hamilton</u> _____	Secretary, Treasurer and Director

ARTICLE IX  
INCORPORATOR

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

Laguna Caribe at Cypress Woods, LLC  
4323 Snowberry Lane  
Naples, FL 34119

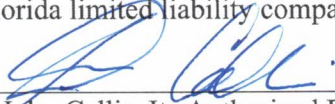
ARTICLE X  
REGISTERED AGENT AND OFFICE

The initial registered office of the Association is 3003 Tamiami Tr N Suite 206, Naples, Florida 34103, and the initial registered agent of the Association at such address is Laguna Caribe at Cypress Woods, LLC, a Florida limited liability company.

**IN WITNESS WHEREOF**, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, constituting the sole incorporator of the Association, has executed these Articles of Incorporation this 1st day of July, 2021.


**LAGUNA CARIBE AT CYPRESS WOODS, LLC,**  
a Florida limited liability company

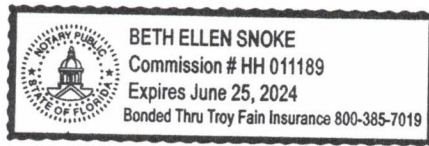
L26 Laguna Caribe at CW Manager LLC,  
a Florida limited liability company

By:   
John Callis, Its Authorized Representative

STATE OF FLORIDA  
COUNTY OF Collier

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 1st day of July, 2021, by John Callis as Authorized Representative of L26 Laguna Caribe at CW Manager LLC, Manager of Laguna Caribe at Cypress Woods, LLC, on behalf of the company. He  is personally known to me or  produced \_\_\_\_\_ as identification.

  
Notary Public  
Print Name: Beth Ellen SNOKE  
My Commission Expires: 6/25/24



**CERTIFICATE OF DESIGNATION  
REGISTERED AGENT/REGISTERED OFFICE**

Pursuant to the provisions of Section 617.0501, Florida Statutes, the undersigned corporation, organized under the laws of the State of Florida, submits the following statement in designating the registered office/registered agent, in the State of Florida.

1. The name of the corporation is: Laguna Caribe Homeowners Association, Inc.
2. The name and address of the initial registered agent and office is:

Laguna Caribe at Cypress Woods, LLC  
3003 Tamiami Tr N Suite 206  
Naples, Florida 34103

HAVING BEEN NAMED AS REGISTERED AGENT TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.

**LAGUNA CARIBE AT CYPRESS WOODS, LLC, a**  
Delaware limited liability company

L26 Laguna Caribe at CW Manager LLC,  
a Florida limited liability company

By:   
John Callis, Its Authorized Representative



## Laguna Caribe Overview & Features

### **Laguna Caribe RV Resort: Your Ultimate RV Destination**

Welcome to Laguna Caribe RV Resort, where tropical charm meets luxury living. Whether you're renting, buying, or building your dream getaway, we have the perfect options for you.

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#### **Lots for Sale**

- **Prices:** Starting from **\$170,000** up to **\$305,000** (financing options available—ask us for details!)
  - **Lot Sizes:** Ranging from **4,140 sq. ft.** to **8,361 sq. ft.**
  - **Lot Dimensions:**
    - Widths: **46 ft to 73 ft**
    - Depths: **90 ft to 130 ft**
  - **Cabana/Casita Options:**  
Each lot is prepped for a custom cabana/casita with a **600 sq. ft. max pad** (900 sq. ft. expected to be approved soon). Two-story options are also under development!
  - **Lot Features Include:**
    - Paver RV pad
    - Base landscaping package (decorative tree, planter areas, and grass)
    - 200-amp power pedestal with 50A/20A outlets
    - Water, sewer, and telecom connections
    - Basic cable TV (included in assessments) with broadband internet available
- 

#### **Lot Rentals**

- **Nightly and Monthly Rates available**
  - **RV Lot Rental Options:**
    - **Lakefront (Pull-In Lots)**
    - **Preserve (Back-In Lots)**
    - **Standard (Back-In Lots)**
  - **Pets:** Allowed with restrictions
  - **Owner-Owned Lot Rentals** (available to be entered in rental pool, inquire for more details)
-

## Laguna Caribe HOA Benefits (\$711/Quarter)

As a Laguna Caribe member, you'll enjoy exclusive access to:

- **Recreation & Relaxation:**
    - **Zero-entry resort-style swimming pool with cabanas, spa, and fire pits**
    - **Pickleball courts, bocce ball courts, and putting green**
    - **Fitness center**
    - **Conference center**
    - **Dog park and pocket parks like Dolphin Cove and Sunset Cove**
  - **The Coral Club:**
    - **Tiki Bar & Restaurant** with food, beer, wine, and liquor service
      - Delivery and Pick Up options available
    - Private bathhouses with men's and women's shower rooms
    - Member-exclusive events organized by Coral Club staff
  - **Convenience:**
    - Trailer connection/disconnection facility
    - Trailer storage (available for rent, see below for rates)
  - **Security & Access:**
    - RF band system for secure access to facilities
- 

## Cypress Woods Master HOA (\$862/Quarter)

Laguna Caribe residents also benefit from the Cypress Woods HOA, which includes:

**Cypress Woods (Master HOA):** For \$1,064 per quarter (\$355 monthly), you'll enjoy a hassle-free lifestyle with:

- Comprehensive **landscape maintenance**, keeping every corner pristine.
  - **Water, sewer service, and basic cable TV** included.
  - **Access to two clubhouses and pools, along with shuffleboard and pickleball courts.**
  - Feel secure with **mail service and front gate security**, enhancing your peace of mind.
- 

## Custom Cabanas & Tiki Huts

Build your dream cabana or tiki hut to make your lot truly special!

- **Footprint Options:** Starting at **400 sq. ft.**(larger two-story options under development).
- **Design Styles:** Choose from three tropical, island-themed designs:
  - **West Indies** (classic Caribbean vibe)
  - **Yucatan** (modern Latin flair)
  - **Bali** (sleek Asian inspiration)

- **Standard Features:**
    - Impact glass windows and doors
    - Luxury vinyl tile (LVT) flooring
    - Granite or quartz countertops
    - Whirlpool appliance package
    - Tiled showers with decorative accents
    - High-efficiency HVAC system and water heater
    - R-19 insulation
  - **Customization Available:** Tailor your cabana to suit your needs!
  - **Pricing:** Starts at **\$275,000**
- 

## Trailer Storage Options

Store your trailers, vehicles, and boats securely with us.

- **Monthly Rates:**
    - Small single-axle ("Toads"): **\$150/month**
    - Utility trailers, 2-axle vehicles, or boats up to 20 ft: **\$175/month**
    - Larger trailers or boats (20-30 ft): **\$300/month**
    - Extra-large trailers or boats (up to 40 ft): **\$400/month**
  - **Restrictions:** Modular storage containers, commercial vehicles, or construction equipment are not permitted.
  - **Lease Terms:** Month-to-month leases available. Laguna Caribe members receive discounted rates.
- 

## Your Tropical Lifestyle Starts Here

Whether you're looking to rent, buy, or build, Laguna Caribe RV Resort is your ticket to a relaxing, vibrant, and luxurious experience. Join us today and enjoy everything our community has to offer!

**Contact us now or visit [LagunaCaribe.com](http://LagunaCaribe.com) to learn more!**

### Disclaimer:

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