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DECLARATIONS OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR PROVINCE PARK

PREPARED BY AND RETURN TO:

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**DECLARATION OF COVENANTS, RESTRICTIONS
AND EASEMENTS FOR PROVINCE PARK**

THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR PROVINCE PARK ("Master Declaration") is made as of the 14th day of November, 2003, by WESTWOOD INVESTMENT ASSOCIATES, a Florida general partnership, its successors and assigns ("Declarant"), and is joined in by PROVINCE PARK HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit ("Community Association").

WHEREAS, Declarant is the owner in fee simple of the real property more particularly described on Exhibit "A" ("Property") attached hereto and made a part hereof which Declarant desires to develop as a community to be known as "Province Park"; and

WHEREAS, in order to develop and maintain Province Park as a planned residential community and to preserve the values and amenities of such community, it is necessary to declare, commit and subject the Property and the improvements now or hereafter constructed thereon to certain land use covenants, restrictions, reservations, regulations, burdens, liens, and easements; and to delegate and assign to the Community Association certain powers and duties of ownership, administration, operation, maintenance and enforcement; and

WHEREAS, the Community Association is joining in this Master Declaration in order to acknowledge its obligations hereunder; and

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Declarant hereby declares that the Property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth, all of which shall run with the Property and any part thereof and which shall be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns.

1. NAME AND COMMUNITY DESCRIPTION

1.1 Name. The name by which this planned residential community is to be identified is PROVINCE PARK, hereinafter referred to as the "Community."

1.2 Description. The Community is being developed in phases with the first phase projected and anticipated to contain one hundred thirty-eight (138) twin villas governed by its own homeowners association. The first phase will also contain portions of the Community Association Property including a lake in excess of twelve and one-half (12½) acres, an entryway and gatehouse and a recreational lifestyle center. The second phase of the Community is projected and anticipated to contain twenty-four (24) coach homes and one hundred thirty-six (136) garden homes, governed by its own condominium association. The second phase will also contain a lake in excess of two (2) acres. The third phase of the Community is projected and anticipated to contain as many as three hundred thirty (330) multi-family residential units. The Declarant reserves the right to not add the projected third phase to the Community but to utilize the entryway, gatehouse and recreational facilities in common with the Community. The Community may contain as many as six hundred twenty (620) residential units.

2. DEFINITIONS

The terms used in this Master Declaration and in its exhibits, including the Articles of Incorporation and By-Laws of the Community Association, shall be defined in accordance with the provisions of Chapter 720, Florida Statutes, and as follows unless the context otherwise requires:

2.1 Common Area means the Community Association Property which is not included within the Parcels or owned by a Neighborhood Association.

2.2 Common Expenses means all expenses and assessments which are properly incurred by the Community Association for the Community and include:

A. Expenses of administration and management of the Community

Association Property, and of the Community Association, including but not limited to compensation paid by the Community Association to a manager, accountant, attorney or other employee.

B. Expenses of maintenance, operation, repair or replacement of the Common Areas.

C. The costs of carrying out the powers and duties of the Community Association.

D. Expenses declared Common Expenses by the provisions of the Community Documents or Chapter 720, Florida Statutes.

E. Any valid charge against the Community as a whole.

2.3 Common Surplus means the excess of all receipts of the Community Association collected on behalf of the Community including, but not limited to, assessments, rents, profits, and revenues on account of Common Area, over the Common Expenses. Common Surplus is owned by Unit Owners in the same shares as their ownership interest in the Common Area.

2.4 Community means the property developed by the Declarant as part of Province Park.

2.5 Community Association means PROVINCE PARK HOMEOWNERS ASSOCIATION, INC., a nonprofit Florida corporation, and its successors.

2.6 Community Association Property or Community Property means that property, either real and personal, which is owned or leased by, or is dedicated by a recorded plat to, the Community Association for the use and benefit of its members.

2.7 Condominium Documents shall include this Master Declaration together with all exhibits attached hereto and all other documents expressly incorporated herein by reference and the Rules and Regulations of the Community Association, as the same may be amended from time to time.

2.8 Declarant means WESTWOOD INVESTMENT ASSOCIATES, a Florida general partnership, its successors and assigns, particularly including but in no way limited to successors through mortgage foreclosure or other grantees of deeds given in lieu of foreclosure, unless the context otherwise requires.

2.9 Institutional Mortgagee or Institutional Lender shall be synonymous and may be used interchangeably, and shall mean the Federal National Mortgage Community Association (FNMA), the Federal Home Loan Mortgage Corporation (FHLMC), the Government National Mortgage Community Association (GNMA), or any trust, savings and loan Community Association, credit union, mortgage company, bank, insurance company, or commercial loan company licensed to do business in the State of Florida, holding a mortgage on any portion of the Community Property.

2.10 Master Declaration means this Declaration of Covenants, restrictions and Easements for Province Park, and as it may be amended from time to time.

2.11 Neighborhood Association means the homeowner or condominium association governing any of the residents in the Community or any portion of the Community Property. Each Neighborhood Association is a member of the Community Association.

2.12 Parcel means a residential dwelling unit subject to private ownership which is a part of the Community, whether or not a portion of a condominium.

2.13 Parcel Owner or Owner means the owner of a Parcel.

2.14 Utility Services shall include but not be limited to electric power, water, telephone, garbage and sewage disposal, and cable television service, together with all other public service and convenience facilities.

3. EXHIBITS

Exhibits attached to this Master Declaration and made a part hereof include the following:

3.1 Exhibit "A" - The legal description of the real property which may ultimately comprise the Community.

3.2 Exhibit "B" - The Articles of Incorporation of the Community Association.

3.3 Exhibit "C" - The By-Laws of the Community Association.

4. EASEMENTS

Easements are expressly provided for and reserved in favor of the Declarant, the Parcel Owners, their lessees, their guests and invitees, as follows:

4.1 Utilities. Easements are reserved and/or granted through the Community Property as may be required for Utility Services in order to serve the Community and each Parcel adequately, provided, however, an easement or easements over, under or through a Parcel shall be only according to the plans and specifications for the building, or as the building is constructed, unless approved in writing by the affected Unit Owner. Easements for Utility Service upon the Common Areas shall be created and shall exist upon those areas upon which or through which the utility is actually installed or constructed.

4.2 Encroachments. In the event that any Parcel shall encroach upon any of the Common Areas or upon any other Parcel for any reasons other than the intentional or negligent act of the Parcel Owner, or in the event any Common Area shall encroach upon any Unit, then an easement shall exist to the extent of such an encroachment so long as the same shall exist.

4.3 Traffic. A non-exclusive easement for ingress and egress shall exist over streets, walks and other rights-of-way serving any Parcel in the Community, as part of the Common Area necessary to provide reasonable access to the public ways. An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, and other portions of the Common Area as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Area as may from time to time be paved and intended for such purposes, and such easement shall be for the use and benefit of the Owner of any Parcel in the Community, and those claiming by, through or under the aforesaid; provided, however, nothing herein shall be construed to give or create in any person the right to park any vehicle upon any portion of the Community Property except to the extent that space may be specifically designated and assigned for parking purposes. In the event that said easements for ingress and egress shall be encumbered by leasehold or lien, other than those on the Community Parcels, such leaseholds or liens shall be subordinate to the use rights of any Parcel Owner or Owners whose Parcel is not also encumbered by said lien or leasehold.

4.4 Community Association Easement. The Community Association is hereby granted an easement for ingress and egress over the Common Area for any and all Utility Services. This easement shall inure to the assigns of the Master Association, provided, however, that such assigns must be Owners in the Community.

4.5 Creation of Easements. Should the intended creation of any easement fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to be so created shall nevertheless be considered as having been granted directly to the Community Association for the purpose of allowing the original party or parties to whom the easements were originally granted the benefit of such easement. In such event the Parcel Owners designate the Declarant and/or the Community Association as their lawful attorney in fact to execute any instrument on their behalf as may hereafter be required or deemed necessary for the purpose of creating such easement.

5. COMMUNITY PROPERTY

5.1 Conveyance of Common Area. Declarant shall have the right to convey title to any property owned by it, or any easement or interest therein, to the Community Association as to a Common Area, and the Association shall be required to accept such conveyance. Any such conveyance shall be effective upon recording the deed or instrument of

conveyance in the public records of the county where the property is located. Declarant shall not have the obligation to develop and/or convey any property to the Community Association as a Common Area, and if Declarant desires to convey any property to the Community Association, the timing of the conveyance shall be in the sole discretion of Declarant.

Any other person may also convey title to any property owned by such person, or any easement or interest therein, to the Community Association as a Common Area, but the Community Association shall not be required to accept any such conveyance, and no such conveyance shall be effective to impose any obligation for the maintenance, operation or improvement or any such property upon the Community Association, unless the Community Association expressly accepts the conveyance by executing the deed or other instrument of conveyance or by recording a written acceptance of such conveyance in the public records of the county in which the property is located.

5.2 Additions, Alterations or Improvements to Common Areas. The Community Association shall have the right to make additions, alterations or improvements to the Common Areas, and to purchase any personal property as it deems necessary or desirable from time to time, provided however that the approval of a 2/3 vote of the Owners shall be required for any addition, alteration or improvement, or any purchase of personal property, exceeding a sum equal to one month's total assessments for Common Expenses payable by all of the Owners, or if the cost of the foregoing shall in any fiscal year exceed in the aggregate a sum equal to 2 months' assessments for Common Expenses payable by all of the Owners. The foregoing approval shall in no event be required with respect to expenses incurred in connection with the maintenance, repair or replacement of existing Common Areas, or any existing improvements or personal property associated therewith. The cost and expense of any such additions, alterations or improvements to the Common Areas, or the purchase of any personal property, shall be a Common Expense. In addition, so long as Declarant owns any portion of the property, Declarant shall have the right to make any additions, alterations or improvements to the Common Areas as may be desired by Declarant in its sole discretion from time to time, at Declarant's expense.

5.3 Gatehouses or Entry Gate. A gatehouse and/or entry gates may be constructed within the Common Area, which if provided may be staffed, or which may contain an unstaffed entry system. So long as Declarant appoints a majority of the Directors of the Community Association, if any gatehouse is to be staffed, Declarant shall have the right to determine in its sole discretion, whether, and during what hours the gatehouse will be staffed. In any event, Declarant or the Community Association shall not have any liability for any injury, damage, or loss, of any kind or nature whatsoever due to the fact that any gatehouse is not staffed, or due to the failure of any person staffing the gatehouse or any mechanical or electrical entry system to prevent or detect a theft, burglary, or any unauthorized entry in the Community.

5.4 Streets, Roads and Sidewalks. The Community Association shall be responsible for maintaining and repairing all streets, roads and common sidewalks (but not any driveway, sidewalk or walkway exclusively serving only one Parcel within the Common Area) and all costs of maintaining, repairing and operating any street lighting associated therewith, as a Common Expense. All paved areas within an area governed by a Neighborhood Association shall be maintained by such Neighborhood Association.

5.5 Lakes and Canals. The Community Association shall be responsible for maintaining all lakes and canals located within the Community and all costs of such maintenance shall be a Common Expense.

5.6 Waterfalls and Entry Features. The waterfalls and entry features located near the entrance to Province Park shall be maintained and repaired by the Community Association as a Common Expense.

5.7 Recreational Facilities. Declarant plans to construct various recreational facilities within the Community to, the timing, kind, value and nature of which shall be determined in Declarant's sole discretion, and Declarant reserves the right to increase or add to the recreational facilities, or to expand the recreational facilities, without the consent of the Owners or the Community Association. If any portion of the property described in Exhibit "A" attached hereto is not added to the Community for any reason, then Declarant or the Community Association shall have the right to grant the owners and residents of such property the right to use any recreational facilities owned by the Community Association, subject to the

requirement that such owners or any association responsible for the operation of such property pay to Community Association a share of all of the costs associated with the recreational facilities. Declarant and/or the Community Association shall have the following rights with respect to such recreational facilities:

A. Declarant shall have the right to use any facility, or any portion thereof, for office or sales purposes, as may be desired by Declarant in its sole discretion, so long as Declarant owns any portion of the Community or any portion of the property which Declarant may add to the Community.

B. Declarant or the Community Association shall have the rights to sell memberships to persons residing outside of the subject property on such terms and conditions as Declarant or the Community Association may determine in their sole discretion. Declarant or the Community Association shall further have the right to grant concessions or contract with others to provide programs or services within such facilities to the Owners and residents of the Community, and in connection therewith may permit persons residing outside of the Community to attend or use such programs or services. The rights of Declarant pursuant to this paragraph shall terminate when Declarant no longer owns any portion of the Community or any portion of the property which Declarant may add to the Community.

5.8 Maintenance and Repair. The Community Association shall maintain, repair and replace the Community Association Property as a Common Expense.

5.9 Enforcement. The City of Fort Myers is hereby granted the right, but not the obligation, to enforce these maintenance provisions and to assess individual unit owners their pro rata share of the cost of such enforcement. This provision shall not be construed to relieve the Community Association of its authority or obligation to enforce maintenance provisions or collect assessments.

6. ASSESSMENTS AND COMMON EXPENSES

6.1 Common Expenses. Each Parcel Owner shall be liable for an equal share of the Common Expenses based upon the number of Parcels in the Community. A Parcel Owner, regardless of how title is acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure is personally liable for all assessments coming due while he is the Parcel Owner. Additionally, a Parcel Owner is jointly and severally liable with the previous owner for all unpaid assessments that came due up to the time of the transfer of title. This liability is without prejudice to any right the Owner may have to recover from the previous owner the amounts paid by the Owner. A Parcel Owner acquiring title to a Parcel encumbered by unpaid assessments must pay the amount owed the Master Association within thirty (30) days of acquiring title. If the Parcel Owner fails to do so, the Community Association may record a claim of lien against the Parcel in accordance with the following provisions.

6.2 Assessments. The making and collection of assessments against each individual Parcel Owner for Common Expenses, for the costs or expenses for which an individual Parcel Owner may be solely responsible pursuant to the terms of the Community Documents, and for reserves as may from time to time be established by the Master Association, shall be pursuant to the By-Laws of the Community Association. Each Neighborhood Association shall be primarily responsible for the collection of assessments due under this Master Declaration. The Community Association may, but is not obligated to collect such assessments directly from Parcel Owners.

A. Interest, Late Fees and Application of Payments. Assessments and installments on such assessments paid on or before five (5) days after the date when due shall not bear interest, but all sums not paid on or before five (5) days after the date when due shall bear interest at the maximum legal rate from the date when due until paid. The Community Association may charge an administrative late fee in addition to such interest in an amount not to exceed the greater of \$25.00 or five (5%) percent of each delinquent installment. All payments on accounts shall be first applied to interest then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection and then to the delinquent assessment.

B. Lien For Assessments. The Community Association shall

have a lien against each Parcel to secure the payment of assessments. The lien is effective from and shall relate back to the recording of this original Master Declaration. However, as to first mortgages of record, the lien is effective from and after recording a claim of lien in the public records of Lee County. A claim of lien must state the description of the Parcel, the name of the record owner, the name and address of the Community Association, the amount due and the due dates. It must be executed and acknowledged by an officer or authorized agent of the Community Association. No such lien shall be effective longer than one (1) year after the claim of lien was recorded unless, within that time, an action to enforce the lien is commenced. The one (1) year period shall automatically be extended for any length of time during which the Community Association is prevented from filing a foreclosure action by an automatic stay resulting from a bankruptcy petition filed by the Owner or any other personal claiming an interest in the Parcel. The claim of lien shall secure all unpaid assessments which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of certificate of title, as well as interest and all reasonable costs and attorney's fees incurred by the Community Association incident to the collection process. Upon payment in full, the person making the payment is entitled to a satisfaction of the lien. All such liens shall be subordinate to any mortgage recorded prior to the date of recording the claim of lien, and all such liens may be foreclosed by suit brought in the name of the Community Association in the same manner as a foreclosure of a mortgage on real property. The Community Association may also sue to recover a money judgement for unpaid assessments or unpaid Common Expenses without thereby waiving any claim of lien.

C. The liability of a first mortgagee or its successor or assignees who acquire title to the Parcel by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due prior to the mortgagee's acquisition of title is limited to the lesser of:

(1) The Parcel's unpaid common expenses and regular periodic assessments which accrued or came due during the six (6) months immediately preceding the acquisition of title and for which payment in full has not been received by the Community Association; or

(2) One percent (1%) of the original mortgage debt. The provisions of this paragraph shall not apply unless the first mortgagee joined the Community Association as a defendant in the foreclosure action. Joinder of the Community Association is not required if, on the date the complaint is filed, the Community Association was dissolved or did not maintain an office or agent for service of process at a location which was not known to or reasonably discoverable by the mortgagee.

D. Payment of Assessments. No Owner may withhold payment of any assessment or special assessment or any portion thereof because of any dispute which may exist between that Owner and other Owners, the Community Association, the Neighborhood Association, or the Declarant, or among any of them, but rather each Owner shall pay all assessments when due pending resolution of any dispute. The liability for assessments may not be avoided by waiver of the use or enjoyment of any Common Expenses or by abandonment of the Parcel for which the assessments are made.

E. Acceleration of Assessment. If any Owner is in default in the payment of any assessment owed to the Community Association for more than thirty (30) days after written demand for payment by the Community Association, the Community Association upon written notice to the defaulting Owner shall have the right to accelerate and require the payment of such assessments for the remainder of the budget year in which the claim of lien is filed. Accelerated assessments shall be due and payable on the date the claim of lien is filed. In the event of such acceleration, the defaulting Parcel Owner shall continue to be liable for any special assessments for Common Expenses, and for all other assessments payable to the Community Association.

6.3 Certificate. Within fifteen (15) days after receiving a written request from a Parcel Owner, purchaser or mortgagee, the Community Association shall provide a certificate signed by an officer or agent of the Community Association stating all assessments and other monies owed to the Community Association by the Parcel Owner with respect to the Parcel. Any person other than the Owner who relies upon such certificate shall be protected thereby. A summary proceeding pursuant to Section 51.011, Florida Statutes, may be brought to compel compliance with the subsection and in any such action the prevailing party is entitled to recover reasonable attorney's fees.

6.4 Special Assessments. The specific purposes of any Special Assessment approved in accordance with the Community Documents shall be set forth in a written notice of such assessment sent or delivered to each Owner. The funds collected pursuant to a Special Assessment shall be used only for the specific purpose or purposes set forth in such notice, or returned to the Parcel Owners. However, upon completion of such specific purpose or purposes, any excess funds shall be considered Common Surplus.

7. ASSOCIATION

The operation of the Community shall be by the Community Association, which shall fulfill its functions pursuant to the following provisions:

7.1 Membership in Community Association. Membership in the Association shall be acquired pursuant to the provisions of the Articles of Incorporation and By-Laws of the Community Association. Each Parcel shall be entitled to one vote in the Association. An Owner does not have any authority to act for the Master Association by reason of being an Owner.

7.2 Articles of Incorporation. The Articles of Incorporation of the Community Association, which set forth its power and duties, are attached hereto as Exhibit "B" and made a part hereof.

7.3 By-Laws. The By-Laws of the Community Association are attached hereto as Exhibit "C" and made a part hereof.

7.4 Limitation of Liability of Community Association. Notwithstanding the duty of the Master Association to maintain and repair portions of the Community Property, the Community Association shall not be liable to Owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Community Association, or caused by the elements or other Owners or persons. In any legal action in which the Community Association may be exposed to liability in excess of insurance coverage protecting it and the Owners, the Community Association shall give notice of the exposure within a reasonable time to all Owners, and they shall have the right to intervene and defend.

7.5 Limitation of Liability of Owners. The liability of the Owner of a Parcel for Common Expenses is limited to the amounts for which he is assessed for Common Expenses from time to time in accordance with the Community Documents. The Owner of a Parcel may be personally liable for the acts or omission of the Master Association in relation to the use of the Common Areas, but only to the extent of his prorata share of that liability in the same percentage as his interest in the Common Area, and then in no case shall that liability exceed the value of his Parcel.

7.6 Restraint upon Assignment of Shares and Assets. A Parcel Owner's share in the funds and assets of the Community Association cannot and shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his Parcel.

7.7 Acts of the Master Association. Unless the approval or action of Owners, or a certain specific percentage of the Board of Directors of the Community Association, is specifically required by the Community Documents or applicable law, all approvals or actions required or permitted to be given or taken by the Community Association shall be given or taken by the Board of Directors, without the consent of the Parcel Owners, and the Board may so approve and act through the proper officers of the Master Association without a specific resolution. When an approval or action of the Master Association is permitted to be given or taken hereunder or thereunder, such action or approval may be conditioned in any manner the Community Association deems appropriate, or the Community Association may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal.

7.8 Interpretation. The Board of Directors of the Community Association shall be responsible for interpreting the provisions of the Community Documents. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of counsel that any interpretation adopted by the Board is not unreasonable shall conclusively establish the validity of such interpretation.

7.9 Transfer of Community Association Control. Three (3) months after Owners other than the Declarant own ninety (90%) percent or more of

the Parcels in the Community that will ultimately be operated and governed by the Master Association, the Owners other than the Declarant shall be entitled to elect a majority of the members of the Board of Directors of the Community Association.

8. INSURANCE

The Community Association shall use its best efforts to obtain and maintain adequate insurance to protect the Community Association and the Community Property. A copy of each policy of insurance in effect shall be made available for inspection by Owners at reasonable times. The insurance upon the Community Property, other than insurance on the personal property of the Owners, shall be governed by the following provisions:

8.1 Authority to Purchase; Named Insured. All insurance policies upon the Community Property shall be purchased by the Community Association. The named insured shall be the Master Association individually and as agent for the Neighborhood Association and Owners, without naming them, and as agent for their mortgagees. Provisions shall be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of Owners. All policies shall provide that payments by the insurer for losses shall be made to the Community Association. All policies and their endorsements shall be deposited with the Community Association.

8.2 Property of Owners. Owners should obtain insurance coverage at their own expense upon their personal property and for their personal liability and living expenses and such insurance shall not be the responsibility of the Community Association. Insurance policies issued to individual Owners should provide that the coverage afforded by such policies is excess over the amount recoverable under any other policy covering the same property without rights of subrogation against the Community Association.

8.3 Coverage.

A. Casualty. All hazard policies issued to protect Community Property shall provide that the word "building" wherever used in the policy shall include, but shall not necessarily be limited to, fixtures, installations, or additions comprising that part of the building within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the individual Units initially installed, or replacements thereof of like kind or quality, in accordance with the original plans and specifications. All buildings and improvements upon the Community Property shall be insured in an amount equal to one hundred (100%) percent of the current replacement cost, exclusive of land, foundation and excavation costs and all other items normally excluded from such coverage, and all personal property owned by the Association shall be insured for its value, all as shall be determined annually by the Board of Directors of the Community Association. All such coverage, including the amount thereof and the insurance company issuing same, shall be subject to the approval of the Institutional Mortgagee holding the greatest dollar amount of first mortgages against Parcels in the Community. Such approval shall be conclusively deemed given if such Institutional Mortgagee fails to notify the Community Association otherwise within ten (10) days of being notified by the Community Association of the proposed coverage amount and insurance company. Coverage shall afford protection against:

(1) Loss or damage by fire and other hazards normally covered by a standard extended coverage endorsement; and

(2) All other perils which are customarily covered with respect to residential communities similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement, where such is available, including but not limited to vandalism and malicious mischief. An agreed amount and inflation guard endorsement is required, if available.

B. Public Liability. Public liability insurance shall be carried in such amounts and with such coverage as shall be required by the Board of Directors of the Master Association. However, such coverage shall be for at least \$1,000,000.00 for bodily injury, including deaths of persons, and property damage arising out of a single occurrence. Coverage under this policy shall include, but not be limited to hired vehicles, owned and non-owned vehicles (known as employers automobile non-ownership liability insurance), with cross liability endorsements to cover liabilities of the Owners as a group to an Owner as an individual, legal liability of

the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Area, and legal liability arising out of law suits related to employment contracts of the Community Association.

C. Worker's Compensation. Worker's compensation insurance shall be carried so as to meet the requirements of law.

D. Fidelity Bonding. The Community Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse funds of the Community Association. As used in this section, the term "persons who control or disburse funds of the Community Association" means those individuals authorized to sign checks and the president, secretary and treasurer of the Community Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Community Association or its management agent at any one time. Fidelity bonds shall meet the following requirements:

(1) Fidelity bonds shall name the Community Association as an obligee;

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

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

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

E. Flood. If and in the event the Community is located within an area having special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program (NFIP), the Community Association shall obtain and pay, as a Common Expense, the premiums upon a "master" or "blanket" policy of flood insurance on the buildings and any other property covered by the required form of policy (herein "insurable property"), in an amount deemed appropriate, but not less than the lesser of (1) the maximum coverage available under the NFIP for all buildings and other insurable property within any portion of the Community located within a designated flood hazard area; or (2) 100% of current "replacement cost" of all such buildings and other insurable property. Such policy shall be in a form which meets the criteria set forth in the most current guidelines on the subject issued by the Federal Insurance Administrator.

F. Other. Such other insurance may be carried, as the Board of Directors of the Community Association shall determine from time to time to be desirable, including but not limited to host liquor liability, contractual and all-written contract insurance, employer's liability insurance and comprehensive automobile liability insurance.

8.4 Premiums. Premiums upon insurance policies purchased by the Master Association shall be paid by the Community Association as a Common Expense.

8.5 Distribution of Proceeds. Proceeds of insurance policies received by the Community Association shall be distributed in the following manner:

A. If the damage for which the proceeds are paid is to be repaired or reconstructed the proceeds shall be paid to defray the cost thereof as provided herein. Any proceeds remaining after defraying such cost shall be distributed to the beneficial Owners, remittances to Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of, and may be enforced by, any mortgagee of a Parcel.

B. If it is determined in the manner provided herein that the damage for which proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the beneficial Owners, remittances to Parcel Owners and their mortgagees being payable jointly to them. This is

a covenant for the benefit of, and may be enforced by, the mortgagee of a Parcel.

8.6 Community Association as Agent. The Community Association is hereby irrevocably appointed agent for each Owner and for each owner of any other interest in the Community Property to adjust all claims arising under the insurance policies purchased by the Master Association and to execute and deliver releases upon the payment of a claim.

9. RECONSTRUCTION OR REPAIR AFTER CASUALTY

9.1 Determination to Reconstruct or Repair. If any part of the Community Property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

A. Common Area. If the damage improvement is a Common Area, then the damaged property shall be reconstructed or repaired, unless it is determined that the Community shall be terminated.

9.2 Plans and Specifications. Any reconstruction or repairs must be substantially in accordance with the original plans and specifications, or in lieu thereof, according to the plans and specifications approved by the Board of Directors of the Community Association.

9.3 Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Community Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds from insurance for the payment of the costs of reconstruction and repair are insufficient, assessments shall be made against all Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments shall be in proportion to the Owner's obligation for Common Expenses.

10. USE RESTRICTIONS

The use of the Property shall be in accordance with the following provisions as long as the Community exists upon the land:

10.1 Common Areas. The Common Areas shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the residents of the Community, but no use may hinder or encroach upon the lawful rights of other Owners. When a Parcel is leased, a tenant shall have all use rights in the Community Property and those Common Areas otherwise readily available for use generally by Owners and the Owner shall not have such rights except as a guest. Nothing in the section shall interfere with the access rights of the Owner as a landlord pursuant to Chapter 83, Florida Statutes. The Community Association shall have the right to adopt rules to prohibit dual usage by an Owner and a tenant of Community Property and Common Areas otherwise readily available for use generally by Owners.

10.2 Nuisance. No nuisance shall be allowed upon the Community Property or within a Parcel, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the Community Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No Owner shall permit any use of his Parcel or make any use of the Common Area that will increase the cost of insurance upon the Community Property.

10.3 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Community Property or a Parcel, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the Community Property or a Parcel shall be the same as the responsibility for the maintenance and repair of the property concerned.

10.4 Use of Parcels. No rooms may be rented and no transient tenants shall be accommodated in any Parcel. All of the provisions of the Community Documents pertaining to use and occupancy shall be applicable and enforceable against any person occupying a Parcel as a guest or tenant to the same extent as against an Owner. The Owner will be liable to the

Community Association for any attorney fees and costs which may be incurred in enforcing these rules against a resident or his guests.

10.5 Prohibited Vehicles. No recreational vehicle, motor home, bus or commercial vehicle of any kind shall be permitted to be parked on Community Property between the hours of 10:00 p.m. and 6:00 a.m. the following morning. No boats, boat trailers, or trailers of any kind, or campers or mobile homes shall be permitted to park on the Community Property.

10.6 Regulations. Reasonable Rules and Regulations concerning the use of Community Property and the operation of the Common Areas may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. One copy of such Rules and Regulations and amendments shall be furnished by the Community Association, free of charge, to all Owners and residents of the Community.

10.7 Pets. At no time shall a visitor or guest of a resident bring any pet onto the Community Property. The Community Association shall have the power and authority to revoke a resident's right to keep and maintain a pet should the resident fail to abide by the Rules and Regulations of the Community Association governing pets.

11. COMPLIANCE AND DEFAULT

Each Owner shall be governed by and shall comply with the terms of the Community Documents. Failure of an Owner to comply with the provisions of the Community Documents shall entitle the Community Association, the Neighborhood Association, or other Owners to pursue any and all legal and equitable remedies for the enforcement of such provisions, including but not limited to an action for damages, an action for injunctive relief or an action for declaratory judgement. All provisions of the Master Declaration shall be enforceable, equitable servitudes and shall run with the land and shall be effective until the Master Declaration is revoked.

Additionally, the Community Association shall be entitled to the following relief:

11.1 Negligence. An Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Community Association. A Parcel Owner shall pay the Community Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of a Parcel or its appurtenances by the Owner.

11.2 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Parcel Owner or the Community Association to comply with the terms of the Condominium Documents, the prevailing party shall be entitled to recover the costs of the proceeding, and recover such reasonable attorneys' fees as may be awarded by the Court.

11.3 No Waiver of Rights. The failure of the Community Association, any Neighborhood Association, or any Owner to enforce any covenant, restrictions, or other provision of the Community Documents shall not constitute a waiver of the right to do so thereafter.

12. AMENDMENTS

Except as otherwise provided herein, this Master Declaration may be amended in the following manner:

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

12.2 Resolution. A copy of the resolution for the adoption of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

12.3 Adoption. An amendment shall be adopted in the following manner:

A. Scrivener's Error. The approval of a resolution for the adoption of an amendment correcting a technical or scrivener's error or merely clarifying existing provisions shall require only the affirmative action of the entire membership of the Board of Directors of the Community Association, and no meeting of the members nor any approval thereof need be had.

B. Board of Directors. In addition to the procedure set forth above and until the first election of all directors of the Community Association by members other than the Declarant, proposal of an amendment and approval thereof shall require only the affirmative action of two-thirds (2/3) of the entire membership of the Board of Directors of the Community Association, and no meeting of the members nor any approval thereof need be had.

C. Board of Directors and Owners. In addition to the procedures set forth above, a resolution for the adoption of a proposed amendment may be proposed by the Board of Directors of the Community Association or by the Owners. Owners may propose such an amendment by an instrument in writing directed to the President or Secretary signed by not less than thirty (30%) percent of all Owners of Parcels. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided, the President, or, in the event of his refusal or failure to act, the Board of Directors, shall call a meeting of the Owners to be held not sooner than fifteen (15) days nor later than sixty (60) days thereafter for the purpose of considering said amendment. Directors and Owners not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting.

12.4 Execution and Recording. Each amendment shall be attached to or shall contain a certificate certifying that the amendment was duly adopted, and the certificate shall be executed by the President of the Community Association and attested by the Secretary with the formalities of a deed, and said amendment shall be effective upon recordation of the amendment and certificate in the Public Records of Lee County, Florida.

12.5 Text of Amendments. No provision of this Master Declaration shall be revised or amended by reference to its title or number only. Proposals to amend existing provisions of the Master Declaration shall contain the full text of the provision to be amended; new words shall be inserted in the text underlined; and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of the words added or deleted, but instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Master Declaration." See provision for present text. Nonmaterial errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated amendment.

13. TERM AND TERMINATION

All of the foregoing covenants, conditions, reservations and restrictions shall run with the land and continue and remain in full force and effect at all times as against all Owners, their successors, heirs or assigns, regardless of how the Owners acquire title, for a period of fifty (50) years from the date of this Master Declaration, unless within such time, all the Owners vote to terminate this Master Declaration. After such fifty (50) year period, unless sooner terminated, these covenants, conditions, reservations and restrictions shall be automatically extended for successive periods of ten (10) years each, until two-thirds (2/3rds) of all the Owners vote to terminate this Master Declaration (as it may have been amended from time to time). Any termination of this Master Declaration shall be effective on the date an instrument of termination is recorded in the public records of Lee County, which shall be executed by the president of the Community Association and by all of the directors, who shall certify that the requisite number of Owners voted to terminate this Master Declaration as required herein, provided, however, that any such instrument, in order to be effective, must be approved in writing and signed by Declarant so as Declarant owns any portion of the Community or any portion of the property described in Exhibit "A" which Declarant may add to the Community.

14. MISCELLANEOUS

14.1 Severability. The invalidity in whole or in part of any covenant or restriction, or any section, sub-section, sentence, clause, phrase or word, or other provision of the Community Documents shall not affect the validity of the remaining portions.

14.2 Consumer Price Index. Whenever specific dollar amounts are recited in the Community Documents, unless limited by law or by the specific text hereof (or thereof), such amounts will be increased from time to time by application of a nationally recognized consumer price index chose by the Board of Directors using the date this Master Declaration is recorded as the base period. In the event no such consumer price index is available, the Board of Directors shall choose a reasonable alternative to compute such increases. This provision shall be inapplicable to any contract for the maintenance or management of the Community.

14.3 Maintenance Responsibilities. The Community Association shall have the power and responsibility to operate, repair and maintain the Common Areas, including without limitation, (i) the Community Surface Water Management System, as the same is permitted by SFWMD from time to time, including, but not limited to, all lakes, retention areas, culverts and related appurtenances and the North Colonial Waterway within the boundary of the Community; (ii) the Recreational Areas; (iii) the guardhouse, gates and other facilities which may be part of the access control system; and (iv) the landscape islands in Westwood Boulevard between the community entrance and Winkler Avenue Extension. The North Colonial Waterway shall be maintained in accordance with approved city standards and practice. The current standards and practice is for the slope to be mowed every four to five weeks and sprayed every five weeks during the rainy season, and to be mowed and sprayed every eight weeks other times. The Community Association shall have an easement across each Lot and Parcel in the Community to permit the Community Association to perform its responsibilities to operate, repair and maintain the foregoing areas to the full extent necessary or convenient for such purposes, and the City of Fort Myers shall be entitled to the use of such easement sufficient to permit it to perform such work as it deems justified in the event the Association does not operate, maintain, or repair any part of the North Colonial Waterway, including the culverts, as required herein. Further, in the event the Community Association does not properly maintain the North Colonial Waterway as required herein after thirty (30) day written notice, then upon demand by the City the Community Association shall construct a box culvert across the waterway to the property line of the Community at the Community's southwest corner. The Community Association shall pay the cost of discharging the above responsibilities.

14.4 Canal Maintenance Easement. No landscaping or structures shall be allowed within the Canal Maintenance Easement as shown on the Plt along the east and south property lines of Tracts "N", "I" and "F".

14.5 Eastwood Golf Course Access. The Community Association shall have the power to enter into an agreement providing golf cart travel to and from the Eastwood Golf Course by residents in the Community, to build and maintain any facilities related thereto, including to modify or terminate such agreement and/or service without the consent of the members or any other person, and to allocate the costs of such program as a Common Expense among members of the Community Association, it being agreed and acknowledged that such program provides common benefits to all members and the Community.

15. DECLARANT'S RIGHTS

15.1 Rights. Until such time as the Declarant has transferred control of the Community Association to members other than the Declarant pursuant to the Master Declaration and Section 720.307, Florida Statutes.

A. No vote of the members or the Board of Directors of the Community Association shall be effective without the written consent of the Declarant.

B. The Declarant shall be entitled to appoint all Directors and no election of Directors shall be held by the members.

C. The Declarant shall be entitled to unilaterally amend these Articles and the Bylaws.

15.2 Relinquishment. The rights of the Declarant set forth in this Section may be relinquished in whole or in part by the Declarant at any time

upon written notice to the Community Association. These rights may be enforced and assigned to any successor or assignee of the Declarant.

IN WITNESS WHEREOF, the Declarant has executed this Master Declaration this 14th day of Nov, 2003.

Signed, Sealed and Delivered
in the Presence of:

Donna C. Moyer
DONNA C. MOYER
Ronald E. Shnider
RONALD E. SHNIDER

WESTWOOD INVESTMENT ASSOCIATES,
a Florida general partnership, by
WESTWOOD PARTNERS, LLC, a Florida
limited liability company, General
Partner, By CONOVER HOLDINGS, INC.,
a British Virgin Islands corporation

By:

Avi Harpaz
AVI HARPAZ, President

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 14th day of Nov, 2003, by AVI HARPAZ as President of CONOVER HOLDINGS, INC., a British Virgin Islands corporation, on behalf of the corporation. He is personally known to me or has produced a Florida driver's license as identification.

Ronald E. Shnider
Notary Public, State of Florida
My Commission Expires:

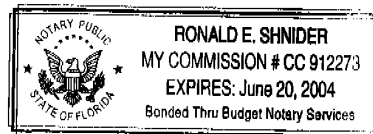


EXHIBIT "A"

Province Park Community Association Property

Tracts A, B, C, D, E, F, G, H, I, J, K, L, O and P of Province Park, Phase One, according to the plat thereof, as recorded in Plat Book 76 at Page 28 of the Public Records of Lee County, Florida.

Province Park

All of Province Park Phase One, according to the Plat thereof, as recorded in Plat Book 76, at Page 28 of the Public Records of Lee County, Florida.

ARTICLES OF INCORPORATION



FLORIDA DEPARTMENT OF STATE

Glenda E. Hood
Secretary of State

September 2, 2003

PROVINCE PARK HOMEOWNERS ASSOCIATION, INC.
4321 WINKLER EXTENSION
FT MYERS, FL 33916

The Articles of Incorporation for PROVINCE PARK HOMEOWNERS ASSOCIATION, INC. were filed on August 29, 2003, and assigned document number N03000007518. Please refer to this number whenever corresponding with this office.

This document was electronically received and filed under FAX audit number H03000264183.

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

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

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

Sincerely,
Shawn Logan
Document Specialist
New Filings Section
Division of Corporations

Letter Number: 503A00048894

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

ARTICLES OF INCORPORATION
OF
PROVINCE PARK HOMEOWNERS ASSOCIATION, INC.

THE UNDERSIGNED hereby creates a corporation not for profit under Chapter 617, Florida Statutes, the Florida Not for Profit Corporation Act, and certifies as follows:

ARTICLE 1

NAME

1.1 The name of the corporation shall be PROVINCE PARK HOMEOWNERS ASSOCIATION, INC. whose principal office is located at 4321 Winkler Extension, Fort Myers, Florida 33916. For convenience this corporation shall be referred to as the "Community Association."

1.2 Except as otherwise provided herein, the terms used in these Articles of Incorporation and in the By-Laws of the Community Association shall have the same definitions and meanings as those set forth in the Declaration of Covenants, Restrictions and Easements for Province Park ("the Master Declaration").

ARTICLE 2

PURPOSES

2.1 The purpose for which the Community Association is organized is to own, manage, operate and maintain certain recreational and other facilities used in common with all owners in Province Park (the "Community"). The Community Association is established as an overall master association, the members of which shall be all the condominium and homeowner associations in the Community and the owners of property in the Community who are not subject to the jurisdiction of such condominium and homeowner associations.

2.2 This Community Association is organized for the purpose of providing a convenient means of administering the Community. The Community Association is not a condominium association created pursuant to the Florida Condominium Act, Chapter 718, Florida Statutes. The Community Association is established in order to own, operate, administer, maintain and repair portions of the Community and engage in various activities for the benefit of all residents of the Community and to enforce the covenants and restrictions contained in the Master Declaration.

2.3 The Community Association shall not issue shares of stock and shall make no distribution of income or profit to its members, directors or officers.

ARTICLE 3

POWERS

3.1 The Community Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles.

3.2 The Community Association shall have all of the powers reasonably necessary to implement the purposes of the Community Association, including but not limited to the following:

(A) To adopt a budget or budgets and to make and collect assessments against members to defray the costs of the operation of the Community Association and the payment of Common Expenses.

(B) To use the proceeds of assessments in the exercise of its powers and duties.

(C) To maintain, manage, repair, replace and operate all the Common Areas, including but not limited to obtaining and maintaining adequate insurance to protect the Community Association and Common Areas.

(D) To reconstruct improvements after casualty and construct further improvements to the Common Areas.

(E) To make and amend rules and regulations governing the operation and use of the Common Areas.

(F) To enforce by legal means the provisions of the Master Declaration.

(G) To contract for the management of the Community Association and to delegate to such contractor all powers and duties of the Community Association except such as are specifically required by the Master Declaration to have approval of the Board of Directors or the members of the Community Association.

(H) Notwithstanding anything herein to the contrary, the Community Association shall exercise only such powers as are in furtherance of the exempt purposes of organizations set forth in Section 501(c)(7), of the Internal Revenue Code and its regulations as the same may now exist or as they may be hereinafter amended from time to time.

3.3 All funds and the titles to all property acquired by the Community Association and the proceeds thereof shall be held only for the benefit of the members in accordance with the provisions of the Master Declaration.

3.4 The powers of the Community Association shall be subject to and shall be exercised in accordance with the provisions of the Master Declaration.

ARTICLE 4

MEMBERS

The qualifications of members, the manner of their admission, and voting by members shall be as follows:

4.1 Each homeowner association and each condominium association in the Community ("Neighborhood Association") shall be members of the Community Association, and the owner of any real property in the Community not subject to the jurisdiction of a homeowner association or a condominium association, and no other persons or entities shall be entitled to membership.

4.2 The total number of votes shall be equal to the total number of residential dwelling units (Parcels) within the Community from time to time. On all matters which the membership shall be entitled to vote, there shall be one vote for each Parcel. Each homeowner or condominium association member shall have the number of votes equal to the number of Parcels contained within the Community operated by, or subject to the administration of, that association at the time of the vote. Each owner of real property not subject to the jurisdiction of an association shall have the number of votes equal to the number of Parcels contained within the Community owned by such owner. In the event that, at the time of any vote, there are no Parcels owned, or subject to the jurisdiction of, a member, such member shall not be entitled to vote, but the member shall be entitled to all other rights and be responsible for all obligations associated with membership in the Community Association.

4.3 The share of a member in the funds and assets of the Community Association cannot be assigned, hypothecated or transferred in any manner.

ARTICLE 5

DIRECTORS

5.1 All corporate powers shall be exercised by or under the authority of, and the affairs of the corporation shall be managed under the direction of the Board of Directors. The Board of Directors shall consist of three (3) or five (5) Directors as shall be determined by the By-Laws. In the absence of a determination as to the number of Directors, the Board shall consist of three (3) Directors.

5.2 Directors of the Community Association shall be appointed or elected at the annual meeting of the members in the manner determined by the By-Laws.

5.3 Until the first election of Directors, the names and addresses of the members of the initial Board of Directors are as follows:

<u>Name</u>	<u>Address</u>
ANTHONY RICHARDSON	4321 Winkler Extension Fort Myers, Florida 33916
DONNA MOYER	4321 Winkler Extension Fort Myers, Florida 33916
CRAIG TROJAN	4321 Winkler Extension Fort Myers, Florida 33916

ARTICLE 6

OFFICERS

The affairs of the Community Association shall be administered by a President, a Vice President, and a Secretary/Treasurer, all of whom shall be Directors, and as many Assistant Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall from time to time determine, who need not be Directors. Such Officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Community Association, which officers shall serve without compensation at the

pleasure of the Board of Directors. The same person may hold two offices, the duties of which are not incompatible provided, however, that the office of President and Vice-President shall not be held by the same persons, nor shall the office of President and Secretary/Treasurer or Assistant Secretary/Treasurer be held by the same person. The names of the Officers who shall serve until their successors are designated by the Board of Directors are as follows:

PRESIDENT: ANTHONY RICHARDSON
 VICE-PRESIDENT: DONNA MOYER
 SECRETARY/TREASURER: CRAIG TROJAN

ARTICLE 7

INDEMNIFICATION

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

ARTICLE 8

BY-LAWS

The By-Laws of the Community Association shall be adopted by the initial Board of Directors and may be altered, amended, or rescinded in the manner set forth in the By-Laws.

ARTICLE 9

AMENDMENTS

Amendments to the Articles of Incorporation shall be made in the following manner:

9.1 The Board of Directors shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of members, which may be either the annual or a special meeting.

9.2 Written notice of the meeting shall be sent by mail to each member at his address as it appears on the books of the Community Association not less than fourteen (14) days nor more than sixty (60) days prior to the date of the meeting. The notice shall set forth the proposed amendment or a summary of the changes to be effected thereby. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

9.3 At such meeting, a vote of the members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of members entitled to vote thereon.

9.4 Any number of amendments may be submitted to the members and voted upon by them at one meeting.

9.5 If all of the Directors and all of the members eligible to vote sign a written statement manifesting their intention that an amendment to the Articles of Incorporation be adopted, then the amendment shall thereby be adopted as though the foregoing Sections had been satisfied.

9.6 The members may amend the Articles of Incorporation, without an act of the Directors, at a meeting for which notice of the changes to be made is given.

9.7 An amendment shall be effective when filed with the Secretary of State of the State of Florida and recorded in the Public Records of Lee County, Florida.

ARTICLE 10TERM

The Community Association shall have perpetual existence unless the Community is terminated sooner in accordance with the Master Declaration. In the event of the dissolution of the Community Association, or any successor entity thereto, any property dedicated or conveyed to the Community Association shall be transferred to either a successor entity or an appropriate governmental agency or public body to be maintained for the purposes for which the Community Association, or a successor thereto, was maintaining such property in accordance with the terms and provisions under which such property was being held by the Community Association or such successor.

ARTICLE 11INCORPORATOR, REGISTERED AGENT AND REGISTERED OFFICE

The name of the incorporator and the initial registered agent is ANTHONY RICHARDSON and the address of the incorporator and the initial registered office of the Community Association is 4321 Winkler Extension, Fort Myers, Florida 33916.

ARTICLE 12DECLARANT'S RIGHTS

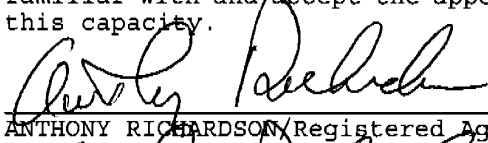
12.1 Until such time as the Declarant has transferred control of the Community Association to members other than the Master Declaration pursuant to the Master Declaration and Section 720.307, Florida Statutes;

- (A) No vote of the members or the Board of Directors of the Community Association shall be effective without the written consent of the Declarant.
- (B) The Declarant shall be entitled to appoint all Directors and no election of Directors shall be held by the members.
- (C) The Declarant shall be entitled to unilaterally amend these Articles and the Bylaws.

12.2 The rights of the Declarant set forth in this Article may be relinquished in whole or in part by the Declarant at any time upon written notice to the Community Association. These rights may be enforced and assigned to any successor or assignee of the Declarant.

IN WITNESS WHEREOF, the incorporator and registered agent have executed this document on the date set forth below.

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity.


 ANTHONY RICHARDSON/Registered Agent

08/29/03
 Date


 ANTHONY RICHARDSON/Incorporator

08/29/03
 Date

BYLAWS

BYLAWS
OF
PROVINCE PARK HOMEOWNERS ASSOCIATION, INC.

a corporation not for profit
under the laws of the State of Florida

1. IDENTITY

These are the Bylaws of PROVINCE PARK HOMEOWNERS ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, hereinafter referred to as the "Community Association".

1.1 The office of the Community Association shall be at such place as may be designated by the Board of Directors from time to time.

1.2 The fiscal year of the Community Association shall be the calendar year unless otherwise determined by the Board of Directors.

1.3 The seal of the corporation shall bear the name of the corporation, the word "Florida", the words "Corporation Not For Profit", and the year of incorporation.

1.4 The terms used in these Bylaws shall have the same meaning as the identical terms utilized in the Master Declaration, unless the context otherwise requires.

2. MEMBERSHIP AND VOTING

2.1 The annual members' meeting shall be held on the date, at the place and at the time determined by the Board of Directors from time to time and, if not determined, it shall be the second Monday of January of each year at 2:00 p.m. Should the date for said annual meeting fall on a holiday, it should be held on the next succeeding business day.

2.2 Special members' meetings shall be held whenever called by the President or by a majority of the Board of Directors and must be called by such officers upon receipt of a written request from a majority of all of the members.

2.3 Notice of all members' meetings stating the time and place and the objects for which the meeting is called shall be given by the President or Secretary-Treasurer, unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Community Association and shall be sent by mail to each member or delivered not less than fourteen (14) days prior to the date of the meeting.

2.4 The percentage voting rights required to make decisions and to constitute a quorum shall be a majority of all the eligible votes. Decisions shall be made by the majority vote of the members represented at a meeting at which a quorum is present.

2.5 The total number of votes shall be equal to the total number of residential dwelling units within the Community from time to time. On all matters which the membership shall be entitled to vote, there shall be one vote for each residential dwelling unit (a "Parcel"). Each homeowner or condominium association member shall have the number of votes equal to the number of Parcels contained within the Community operated by, or subject to the administration of, that association at the time of the vote. Each owner of real property not subject to the jurisdiction of an association shall have the number of votes equal to the number of Parcels contained within the Community owned by such owner. In the event that, at the time of any vote, there are not Parcels owned, or subject to the jurisdiction of, a member, such member shall not be entitled to vote, but the member shall be entitled to all other rights and be responsible for all obligations associated with membership in the Community Association.

2.6 Members may vote by general proxy. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof, shall specifically set forth the name of the member voting the proxy and the person authorized to vote the proxy for the member and shall contain the date the proxy was given. Proxies must be filed with the Secretary at or before the appointed time of the meeting. The corporate minutes of said meeting shall reflect the vote of the proxy. In no event shall any proxy be valid for a period of longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the member executing it. A proxy holder need not be an owner of a Unit. If a proxy expressly provides, any proxy holder may appoint in writing, a substitute to act in his place. If such provision is not made, substitution is not authorized.

2.7 If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may

adjourn the meeting from time to time until a quorum is present.

2.8 The order of business at annual members' meetings and, as far as practicable at all other members' meetings, shall be:

- A. Call to order.
- B. Calling of the roll and certifying of proxies.
- C. Proof of notice of meeting or waiver of notice.
- D. Reading and disposal of any unapproved minutes.
- E. Report of Officers.
- F. Report of committees.
- G. Election of Directors.
- H. Unfinished business.
- I. New business.
- J. Adjournment.

2.9 Any approval by members called for by the Master Declaration or these Bylaws shall be made at a duly noticed meeting of members except that members may take action by written agreement without meetings is expressly allowed by the applicable provision of the Bylaws or the Master Declaration. Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any annual or special meeting of members, or any action which may be taken at any annual or special meeting of such members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the members (or persons authorized to cast the vote of any such member as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to attain a quorum, or, with respect to certain matters where a higher percentage of members are required, such number of votes that would be necessary to approve such matters. Within ten (10) days after obtaining such authorization by written consent, notice must be given to members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

2.10 The presiding officer or chairman at all members' meetings shall be the President of the Community Association or, in his absence, the Vice President of the Community Association unless a majority of the members present at the meeting vote otherwise.

3. DIRECTORS

3.1 The affairs of the Community Association shall be managed by a Board of Directors. The membership of the Board shall consist of three (3) or five (5) Directors. The members may from time to time increase or decrease the number of persons to serve on the Board.

3.2 Election of Directors shall be conducted in the following manner:

A. The members of the Board of Directors shall be elected by written ballot.

B. Balloting is not necessary to fill any vacancy unless there are two or more eligible candidates for that vacancy. In such a case, not later than the date of the scheduled election, the Community Association shall call and hold a meeting of the membership to announce the names of the new Board of Directors, or shall notify the members that one or more board positions remain unfilled, as appropriate under the circumstances. In the alternative, the announcement may be made at the annual meeting.

C. A regular or general election shall be an election to fill a vacancy caused by expiration of a term in office. A regular or general election shall occur at the time and place at which the annual meeting is scheduled to occur, regardless of whether a quorum is present. Other elections as may be required shall occur in conjunction with duly called meetings of the members, regardless of whether a quorum is attained for the meeting.

D. The Board of Directors shall not create or appoint any committee for the purpose of nominating a candidate or candidates for election to the board. The Board of Directors may create or appoint a search committee which shall not have the authority to nominate any candidate, but may encourage qualified persons to become candidates for the board.

E. Elections shall be decided by a plurality of those ballots cast.

F. A vacancy occurring on the board prior to the expiration of term, except in the case of a vacancy caused by recall, may be filled by the affirmative vote of the majority of the remaining Directors, even if the remaining Directors constitute less than a quorum, or by the sole remaining Director. In the alternative, a Board of Directors may in its discretion hold an election to fill the vacancy. A director appointed or elected pursuant to this provision shall fill the vacancy until the next regularly scheduled election for any position, regardless of whether the Board seat to which the member was appointed or elected is scheduled to be filled at that election.

3.3 At the first election following the adaption of these Bylaws, the majority of those Directors receiving the most votes shall serve for a two (2) year term and the remaining Director(s) shall serve for a one (1) year term. Thereafter, each Director's service shall extend for a two (2) year period and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided. Prior to the first election at which all of the members of the Board of Directors are elected by members other than the Declarant, the term of office of each Director elected by the members shall extend until the next annual meeting of the members and thereafter until his successor is duly elected or qualified or until he is removed.

3.4 The organizational meeting of a newly elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected.

3.5 Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph at least three (3) days prior to the date set for such meeting unless such notice is waived. Notice of all meetings of the Board which notice shall specifically incorporate an identification of agenda items.

3.6 Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. Any Director's attendance at a meeting shall constitute a waiver of the notice of that meeting.

3.7 A quorum at Directors' meetings shall consist of the Directors entitled to cast a majority of the votes of the entire Board. 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 an adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice. The action of a majority of the Directors present at a meeting at which a quorum is present shall be the action of the Board of Directors.

3.8 The presiding officer of Directors' meetings shall be the President of the Community Association. In the absence of the President, the Vice President shall preside. The presiding officer may participate and shall vote if he is a Director.

3.9 Members of the Board of Directors may participate in a meeting of such board by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting and any Owners present can hear each other at the same time. Participation by such means shall constitute presence in person at a meeting. All meetings of the Board of Directors shall be open to all Owners who shall attend as observers unless called upon by the chairman of the meeting to participate.

3.10 The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by Florida law or the Master Declaration. Directors may not vote by proxy but any member of the Board of Directors utilizing a telephone conference call may vote over the telephone.

3.11 Directors' fees, if any, shall be determined by the members of the Community Association. Normally the Board of Directors and officers of the Community Association serve without compensation.

3.12 Any member of the Board of Directors may be recalled and removed from office with or without cause by the vote or agreement in writing of a majority of the voting interests. A special meeting of the members of the Community Association to recall a member or members of the Board of Directors may be called by ten (10%) percent or more of the voting interests giving notice of the meeting as required for a special meeting of members, and the notice shall state the purpose of the meeting. The question of removal shall be divided as to each recalled member of the Board of Directors. An election shall be held to fill the remainder of the term of any member of the Board of Directors removed from office. If a majority of the existing Board is recalled at the meeting, an election shall be conducted at the recall meeting to fill vacancies on the Board occurring as a result of recall. The voting interests may vote in person or by limited proxy to elect replacement Board members in an amount equal to the number of recalled Board members.

3.13 A Director who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken, unless he votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest.

4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

4.1 All of the powers and duties of the Community Association shall be

exercised by the Board of Directors including those existing under the common law and statutes, the Articles of Incorporation of the Community Association and the Master Declaration. Such powers and duties of the Directors shall be exercised in accordance with the provisions of the Master Declaration which governs the use of the land, and shall include but not be limited to the following

A. To adopt a budget and to make and collect assessments against members to defray the costs of the Community Association.

B. To use the proceeds of assessments in the exercise of its powers and duties.

C. To maintain, manage, repair, replace and operate the Community and Association Property, including but not limited to, obtaining and maintaining adequate insurance.

D. To reconstruct improvements after casualty and to construct further improvements to the Community.

E. To make and amend rules and regulations respecting the use of the Community Property. Such Rules and Regulations may be promulgated by the Board of Directors at any duly noticed meeting of the Board.

F. To enforce by legal means the provisions of the Master Declaration.

G. To contract for management of the Community Property and to delegate to such contractor all powers and duties of the Community Association except such as are specifically required by the Master Declaration to have approval of the Board of Directors or members of the Community Association.

H. To pay taxes and assessments which are liens against any part of the Community or Community Association Property other than individual Parcels and the appurtenances thereto, and to assess the same against the members subject to such liens.

I. To pay the cost of all power, water, sewer and other utility services rendered to the Community Property and not billed to owners of individual Parcels.

J. To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Community Association, including but not limited to accountants and attorneys.

K. To bond any or all employees, Officers and Directors of the Community Association, for which the Community Association shall bear the cost.

L. To make available for inspection, upon request, during normal business hours or under other reasonable circumstances, to members or Institutional Mortgagees, or their authorized representatives, current copies of the Master Declaration and the books, records and financial statements of the Community Association. Upon written request, any Institutional Mortgagee shall be entitled to a financial statement for the immediately preceding fiscal year, free of charge.

M. To appoint an executive committee which shall have and may exercise all the authority of the Board of Directors.

4.2 No contract or other transaction between the Community Association and one or more of the Directors or any other corporation, firm, association, or entity in which one or more of the Directors are directors or officers or are financially interested shall be either void or voidable because of such relationship or interest, because such Director or Directors are present at the meeting of the Board of Directors or a committee thereof which authorizes, approves, or ratifies such contract or transaction, or because his or their votes are counted for such purpose, if:

A. The fact of such relationship or interest is disclosed or known to the Board of Directors or committee which authorizes, approves, or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of such interested Directors;

B. The fact of such relationship or interest is disclosed or known to the members entitled to vote and they authorize, approve, or ratify such contract or transaction by vote or written consent; or

C. The contract or transaction is fair and reasonable as to the Community Association at the time it is authorized by the Board, a committee, or the members. Common or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or a committee thereof which authorizes, approves, or ratifies such contract or transaction.

4.3 A Director shall perform his duties as a Director, including his duties as a member of any committee of the Board of Directors upon which he may

serve, in good faith, in a manner he reasonably believes to be in the best interests of the Community Association and with such care as an ordinarily prudent person in a like position would use under similar circumstances. In performing his duties, a Director shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by:

A. One or more officers or employees of the Community Association whom the Director reasonably believes to be reliable and competent in the matters presented.

B. Counsel, public accountants, or other persons as to matters which the Director reasonably believes to be within such persons' professional or expert competence.

C. A committee of the Board of Directors upon which he does not serve, duly designated in accordance with a provision of the Articles of Incorporation or the Bylaws, as to matters within its designated authority, which committee the Director reasonably believes to merit confidence.

4.4 The Board of Directors, by resolution adopted by a majority of the full Board of Directors, may designate from among its members an executive committee and one or more other committees each of which, to the extent provided in such resolution or in these Bylaws, shall have and may exercise all the authority of the Board of Directors, except that no such committee shall have the authority to:

A. Approve or recommend to members actions or proposals required by Florida law or the Community Documents to be approved by the members.

B. Designate candidates for the office of Directors, for purposes of proxy solicitation or otherwise.

C. Fill vacancies on the Board of Directors or any committee thereof.

D. Amend the Rules and Regulations.

4.5 Rules and Regulations may be promulgated by the Board of Directors at any duly noticed meeting of the Board.

A. A copy of the Rules and Regulations adopted from time to time by the Board of Directors, and any amendments to existing Rules and Regulations, shall be furnished to each Owner. No Rule or Regulation or amendment shall become effective until ten (10) days after posting, except in the case of an emergency, in which case the Rule, Regulation or amendment shall become effective immediately on posting.

B. The Board of Directors may not unreasonably restrict any Owner's right to peaceably assemble or right to invite public officers or candidates for public office to appear and speak in common elements, common areas and recreational facilities. The Board of Directors may not deny any resident of the Community, whether tenant or Owner, access to any available franchised or licensed cable television service or exact a charge or anything of value in excess of charges normally paid for like services by residents of single-family homes within the same franchise or license area.

C. Any Rule or Regulation created and imposed by the Board of Directors must be reasonably related to the promotion of the health, happiness and peace of mind of the Owners and uniformly applied and enforced.

5. OFFICERS

5.1 The executive officers of the Community Association shall be a President, a Vice President and a Secretary-Treasurer, all of whom shall be Directors, who shall be elected annually by the Board of Directors at its first meeting following the annual meeting of the Community Association. Any person may hold two officerships in the Community Association, with the exception that the President may not also be Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board determines necessary to manage the affairs of the Community Association.

5.2 The President shall be the chief executive of the Community Association. The President shall have all the powers and duties which are usually vested in the office of President of a non-profit residential homeowner's association, including but not limited to the power of appointing committees from among the members from time to time to assist in the conduct of the affairs of the Community Association. The President shall sign all written contracts of the Community Association. He shall perform all other duties as are incident to his office. The President may not voice his or her opinion from the chair. If he or she wishes to express an opinion, he or she must remove self from the chair and allow it to be occupied by the Vice-President, or if not present, the Secretary.

5.3 The Vice President shall in the absence of or disability of the President exercise the powers and duties of the President. The Vice President shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

5.4 The Secretary-Treasurer shall keep the minutes of the proceedings of the Directors and the members and shall be the custodian of the official records of the Community Association. The Community Association shall retain these minutes for a period of not less than seven (7) years. The Secretary-Treasurer shall attend to the giving and serving of all notices required by law and shall have custody of the seal of the Community Association and affix the same to instruments requiring a seal when duly signed. The Secretary-Treasurer shall have custody of all property of the Community Association including financial records, funds, securities and evidences of indebtedness. Such officer shall keep the financial records of the Community Association and shall keep the assessment rolls, the accounts of the members, and the books of the Community Association in accordance with good accounting practices. The Secretary-Treasurer shall perform all other duties incident to the office of secretary-treasurer of an association and as may be required by the Directors or the President.

5.5 The compensation of all employees of the Community Association shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director or Officer as an employee of the Community Association nor preclude the contracting with a Director for the management of the Community.

6. FISCAL MANAGEMENT

The provisions for fiscal management of the Community Association set forth in the Master Declaration and the Articles of Incorporation shall be supplemented by the following provisions:

6.1 Assessments.

A. Assessments shall be made against Owners not less frequently than quarterly in an amount no less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. In the absence of a determination by the Directors as to the frequency of assessments, assessments shall be due and payable monthly.

B. Notice of any meeting, whether a meeting of the Board of Directors or of the members of the Community Association, at which assessments against Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of such assessment.

6.2 Budget.

A. The Board of Directors shall adopt a budget for the Association for each calendar year which shall contain estimates of the cost of performing the functions of the Association and estimates of the income of the Association. The proposed annual budget of Common Expenses shall be detailed and shall show the amounts budgeted by accounts and expense classifications.

B. Copies of the proposed budget and proposed assessments shall be transmitted to each Owner not less than fourteen (14) days prior to the meeting of the Board of Directors at which the budget is to be considered, together with a notice of the meeting which shall state the time and place of the meeting. The meeting shall be open to all members. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished each member.

6.3 The depository of the Community Association shall be such bank or banks located in Lee County, Florida, as shall be designated from time to time by the Directors and from which the monies in such accounts shall be withdrawn only by checks signed by such persons who are authorized by the Directors.

6.4 The Board of Directors shall obtain fidelity bonding of all Officers, Directors or employees who control or disburse funds of the Community Association in the principal sum of \$10,000.00 for each such Officer or Director or employee, or not less than the estimated maximum of funds, including reserve funds, in the custody of the Community Association at any given time during the term of each bond, whichever is greater, all in accordance with the provisions of the Master Declaration of the Condominium. The premiums on such bonds shall be paid by the Community Association as a Common Expense.

7. PARLIAMENTARY RULES

The latest edition of Robert's Rules of Order shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and Bylaws of the Community Association or with the laws of the State of Florida.

8. AMENDMENTS

Amendments to the Bylaws shall be proposed and adopted in the following manner:

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

8.2 A copy of the resolution for the adoption of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

8.3 An amendment shall be adopted in any one of the following manners:

A. The approval of a resolution for the adoption of an amendment correcting a technical or scrivener's error or merely clarifying existing provisions shall require only the affirmative action of the entire membership of the Board of Directors of the Community Association and no meeting of the members nor any approval thereof need be had.

B. In addition to the procedure set forth above and until the first election of all Directors of the Community Association by a member other than the Declarant, proposal of an amendment and approval thereof shall require only the affirmative action of three-fourths (3/4) of the entire membership of the Board of Directors of the Community Association, and no meeting of the members nor any approval thereof need be had.

C. In addition to the procedure set forth above, a resolution for the adoption of a proposed amendment may be proposed by the Board of Directors of the Community Association or by the Members. Members may propose such an amendment by an instrument in writing directed to the President or Secretary signed by members holding not less than thirty (30%) percent of all votes in the Community. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided, the President, or, in the event of his refusal or failure to act, the Board of Directors, shall call a meeting of the Parcel Owners to be held not sooner than fifteen (15) days nor later than sixty (60) days thereafter for the purpose of considering said amendment. Directors and Owners not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Except as provided herein, such approval must be by at least two-thirds (2/3) of all voting interests in the Community.

8.4 No amendment to the Bylaws is valid unless recorded in the Public Records of Lee County, Florida, with identification on the first page thereof of the book and page of the public records where the Master Declaration is recorded.

8.5 These Bylaws shall be amended, if necessary, so as to make the same consistent with the provisions of the Master Declaration. No Bylaw shall be revised or amended by reference to its title or number only. Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended; new words shall be inserted in the text underlined, and the words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted but instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Bylaw. See Bylaw. . . for present text". Nonmaterial errors or omissions in the Bylaw amendment process shall not invalidate an otherwise properly promulgated amendment.

9. SEVERABILITY AND CONFORMITY TO STATE LAW

These Bylaws are to be governed by and construed according to the laws of the State of Florida. If it should appear that any of the provisions hereof are in conflict with the Master Declaration or any rule of law or statutory provision of the State of Florida, then such provisions of these Bylaws shall be deemed inoperative and null and void insofar as they may be in conflict therewith, and shall be deemed modified to conform to the Master Declaration or such rule of law.

10. DECLARANT'S RIGHTS

10.1 Until such time as the Declarant has transferred control of the Community Association to members other than the Declarant pursuant to the Master Declaration and Section 720.307, Florida Statutes.

A. No vote of the members or the Board of Directors of the Community Association shall be effective without the written consent of the Declarant.

B. The Declarant shall be entitled to appoint all Directors and no election of Directors shall be held by the members.

C. The Declarant shall be entitled to unilaterally amend these Articles and the Bylaws.

10.2 The rights of the Declarant set forth in this Section may be relinquished in whole or in part by the Declarant at any time upon written notice to the Community Association. These rights may be enforced and assigned to any successor or assignee of the Declarant.

The foregoing were adopted as Bylaws of PROVINCE PARK HOMEOWNERS, INC., a corporation not for profit under the laws of the State of Florida, at a joint meeting of the members and directors held on the 2nd day of September, 2003.

/s/ Craig Trojan
Secretary-Treasurer

APPROVED:

/s/ Anthony Richardson
President