

PREPARED BY:
 RICHARD DEBOEST II, ESQ.
 GOEDE, DEBOEST & CROSS, PLLC
 2030 MCGREGOR BLVD.
 FORT MYERS, FL 33901

**CERTIFICATE AND NOTICE OF RE-RECORDING THE DECLARATION OF
 PROTECTIVE COVENANTS FOR TERRAPIN WOOD AS AMENDED AND THE
 ARTICLES OF INCORPORATION AND BYLAWS OF TERRAPIN WOOD
 PROPERTY OWNERS' ASSOCIATION, INC.**

THE UNDERSIGNED being the President and Secretary of TERRAPIN WOOD PROPERTY OWNERS' ASSOCIATION, INC., a Florida non-profit corporation, do hereby certify that the attached Declaration Protective Covenants for Terrapin Wood originally recorded in O.R. Book 2778 Page 848 *et seq.*, as amended by the Amendment recorded at O.R. Book 4328, Page 796 *et seq.*, the Articles of Incorporation of Terrapin Wood Property Owners' Association, Inc., recorded at O.R. Book 2778, Page 1591, *et seq.* and the Bylaws of Terrapin Wood Property Owners' Association, Inc., recorded at Instrument No. 2006000373543 *et seq.* of the Public Records of Lee County, Florida, (hereinafter collectively the "governing documents") are the true and accurate governing documents of the Association. The governing documents are being re-recorded unchanged to combine the governing documents into a single recording for ease of reference and notice to the public.

WITNESSES:

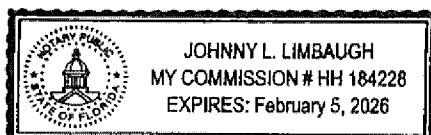
(Sign) Jeanne Marcella
 (Print) Jeanne Marcella
 (Sign) Trinity Lynn Scott
 (Print) Brandy Otero

**TERRAPIN WOOD PROPERTY
 OWNERS' ASSOCIATION, INC.**

BY: Trinity Lynn Scott
 President of the Association
 Print Name: Trinity Lynn Scott

**STATE OF FLORIDA
 COUNTY OF LEE**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization on this 26th day of July, 2023 by Trinity Lynn Scott as President of TERRAPIN WOOD PROPERTY OWNERS' ASSOCIATION, INC., a Florida non-profit corporation, on behalf of said corporation. Said person is personally known to me or has produced as identification and did (did not) take an oath.



NOTARY PUBLIC:

STATE OF FLORIDA (SEAL)
 My Commission Expires:

WITNESSES:

(Sign) Lorraine Kiesel

(Print) Lorraine Kiesel

(Sign) Teresa

(Print) Teresa Mace

**TERRAPIN WOOD PROPERTY
OWNERS' ASSOCIATION, INC.**

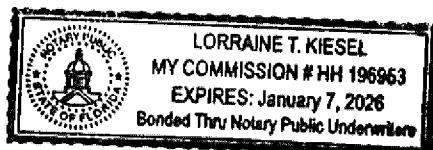
BY James Schewe
Secretary of the Association
Print Name: James Schewe

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of physical presence or
[] online notarization on this 28th day of July, 2023 by James Schewe as Secretary of TERRAPIN
WOOD PROPERTY OWNERS' ASSOCIATION, INC., a Florida non-profit corporation, on
behalf of said corporation. Said person is personally known to me or has produced
Fl. O.L. as identification and did (did not) take an oath.

NOTARY PUBLIC:

Lorraine T. Kiesel
STATE OF FLORIDA (SEAL)
My Commission Expires:



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DECLARATION OF PROTECTIVE COVENANTS
FOR
TERRAPIN WOOD

This declaration is made by BRYAN J. SAVAGE, Trustee, as the Owner and Developer of certain lands in Lee County, Florida, described as:

Terrapin Wood, a subdivision according to the map or plat thereof on file and recorded in the office of the Clerk of Circuit Court of Lee County, Florida, in Plat Book 59, Page 23-27.

It is hereby declared that all lots in the development shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are established for the sole purpose of enhancing and protecting the value, attractiveness and pleasant living quality of the development. These covenants shall run with the land and shall be binding on all parties, whether grantees, mortgagees, devisees, heirs, personal representatives, successors or assigns or any other person claiming right, title or interest, present or future, in the described property, or any part or portion thereof.

RECORD VERIFIED - CHARLIE GREEN, CLERK.
RY: HELEN CARROLL, D.C.

PROTECTIVE COVENANTS

1. All lots shall be used only for single family residential purposes. Lot, residential unit or unit shall mean and refer to any parcel of land shown upon any Plat which bears a numerical designation. Such terms may be used interchangeably.

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2. Grantee herein should be aware that the property herein is covered by the Federal Flood Insurance Administration's Flood Insurance Rate Map for the unincorporated areas of Lee County and said Map established the recommended minimum building floor elevation for the subject property at 9.5 feet NGVD. Said minimum building floor elevations have been adopted by the County of Lee as a zoning requirement, any construction within this development must be constructed with minimum building floor elevations in accordance with the Flood Insurance Rate Map for the unincorporated areas of Lee County and any amendments thereto in order to protect the owners thereof from possible flooding.

3. No building or structures of any kind shall be constructed or placed upon the above described land, nor any existing building or structure be altered in exterior appearance in any way, until the plans have been approved in writing by the Developer. Refusal of approval of such plans may be based upon any ground, including purely aesthetic grounds, and shall be solely within the discretion of the Developer. The approval by the Developer, his successors or assigns, of the construction or alteration of any building or structure shall be conditioned upon, but not limited to the following requirements.

(a) The floor area of any building constructed in the development shall contain not less than 1550 square feet of living area defined as the portions of the residence which has finished walls, ceilings and floors and which is insulated, heated and/or air conditioned, plus a garage to house not less than two cars. The floor space within the garage, breezeway, porch or any unfinished area shall not be included within the living area for purposes of determining the minimum required area.

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(b) Appropriate submissions shall include 2 complete sets of "working drawings", landscape plans, wood siding and trim, and roofing material. One set marked approved shall be returned to lot owner and one shall be retained by the Developer.

(c) No home shall be considered completed until its yard is reasonably landscaped in accordance with the approved landscape plan. It must be maintained in a manner in keeping with the general character of the development. Where any owner neglects such maintenance, Developer or his authorized agent, reserves the right to effect such maintenance at a reasonable charge to the owner and charge and enforce a lien therefor as provided herein. Any boundary wall, fence or hedge planned must be submitted to the Developer for his written approval prior to construction.

(d) All lots will be filled in a manner keeping with the engineered drainage plan of the subdivision and a drainage plan must be part of submitted plans. All driveways shall be of a bonded material. All ditch culverts will have head walls and beveled ends per county code.

(e) Culvert and suitable temporary or permanent driveway entrance will be constructed prior to any trucks entering the lot. This is to avoid damage to road shoulders and edges of pavement. Owners and contractors will be liable to the Grantor for any such damage.

(f) Any home construction shall have setbacks as follows:

Minimum 40 Ft. from front lot line except culdisac lots will be 30 Ft.

Side and rear setbacks shall conform to Lee County Code. These minimum setbacks shall apply to pool enclosures.

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4. The Owner, before occupying any improvement on said lot or lots, shall subscribe to all utilities and hook ups to same.

5. The minimum grade on all front, rear and side yards shall be a consistent gradient from building structure outward to lot line. Surface water on all perimeter lots in the Development must remain within the Development perimeter berm. All existing trees and other desirable natural vegetation possible shall remain on lots. The architectural approval must contain a site clearing plan identifying which trees and shrubs will be removed. No site clearing may commence until the Developer has approved the site clearing plan. 20% of lot area will remain in natural vegetation.

6. After the start of any construction of any single family home or approved utility structure on any lot, said construction must proceed at a reasonable rate of progress and must be completed within twelve (12) months from the date of the start of construction. Start of construction is defined as the date of construction, the Developer, in his sole and absolute discretion and his option, may complete construction and change and enforce a lien for the cost thereof as provided herein.

7. The Developer shall have and exercise sole architectural approval and control. In the event the Developer desires to abdicate such responsibility, or in the event the Developer no longer owns any lots in the Development, the rights, powers, duties, and obligations of architectural control and enforcement of the provisions contained herein may be assigned.

8. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All equipment for the storage or disposal

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of such material shall be kept in a clean and sanitary condition and screening with appropriate materials or landscaped so as not to be visible from adjoining property or roadways.

9. No lot may be subdivided except to increase the size of the adjoining lot or lots for a single family dwelling.

10. The Grantor hereby reserves for himself, his successors and assigns, an easement of those portions of any lot which are within six (6) feet of the boundary lines of any lot for the construction and maintenance of utility lines and poles and drainage facilities. No trees may be planted or maintained in such a way as to interfere with public utility poles, wiring, or drainage. In addition to any other remedies herein provided, the Grantor, his successors or assignees or any utility company maintaining said utilities shall have the right, without prior notice to the said Owner to enter the lot and trim or remove the said tree and shrubbery so interfering.

11. No prefabricated or module type houses shall be constructed or placed upon any lot without express approval of the Grantor herein. No home shall face Stevenson Road. Homes must front Terrapin Wood interior streets.

12. No motor home, mobile home or trailer of any type will be permitted or allowed or parked on any lot, nor shall such vehicles, tents, shack or other outbuilding be used as a temporary residence. No trucks, vans, swamp buggies, air boats, or oversized vehicles of commercial nature, excluding pick-up type trucks and vans used as personal vehicles, shall be parked on any of the streets or premises within the Development except for business delivery to and from premises. Recreational vehicles, boats,

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on trailers must be parked inside enclosed garage. No swamp buggies, airboats, or large wheel vehicles will be allowed.

13. No tree houses or similar structures shall be erected or placed on any residential lot. Skateboard ramps or other fixed game structures shall not be permitted on any lot.

14. No signs of any kind shall be displayed to public view on any lot except property owner's name, signs of no more than two sq. ft, and/or sign of not more than five sq. ft. advertising the property for sale or rent. This prohibition shall not apply to model homes or homes under construction.

15. Fencing and other structural screens must be visually attractive, in keeping with the architectural character of the Development and must be approved by the Developer.

16. Driveways and offstreet parking areas shall be constructed of concrete or concrete base. No swale driveways will be permitted. Culverts must be approved by the Developer and Lee County.

17. No animals of any kind shall be kept on a lot or within a building on a lot except dogs, cats, birds of a customary household pet variety provided that no pet may be kept, bred, or maintained for commerical purposes and then only if they do not constitute a nuisance. No hoofed animals, livestock, pigeons or poultry of any kind, shall be kept, raised, nurtured, encouraged or bred on any part of the property.

18. All lots, whether improved or not, shall be maintained in a clean and orderly condition, free from overgrown weeds and from rubbish. In the event any lot is not so maintained the Developer shall have the right to enter upon said lot for the prupose of cutting and removing such overgrown weeds and rubbish, and the expense thereof shall be charged to and be paid by the owner of

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such lots. If not paid by said Owner within thirty (30) days after being provided with a written notice of such charge, same shall become a lien upon such lot until paid and may be collected by an action to foreclose said lien or action at law.

19. No citizens band or ham radio type antenna shall be allowed erected on any lot or structure. No TV, Radio, or other type antenna or aerial shall be permitted. Dish antenna must be approved by Developer as to size, location, and landscaping or screening.

20. Noxious or offensive activity shall not be allowed upon any lot. No lot, or any building erected on any lots shall at any time be used for the purpose of any trade, business or manufacture. Nor may any portion of any residence be used as an apartment for rent. No automotive, boat, or any other type of mechanical repairs will be allowed in the Development.

21. Each lot owner by acceptance of deed agrees to subscribe to utilities available to the Development from tie-in source to dwelling at lot owner's expense.

22. No clothes lines or drying lines allowed except such as are removable to storage after each use or concealed by shrubs as allowed by the Developer.

23. Certain areas have been designated on the plat of Terrapin Wood as Conservation Areas and Conservation Easement has been granted by the Developer in favor of Florida D.E.P. Lee County, S.W.F. Water Management, Florida Game and Fresh Water Fish Commission. Such areas shall be kept and maintained in a manner so as to comply with the terms and conditions of such recorded Conservation Easement.

24. The Terrapin Wood Habitat Management Plan for Gopher

Tortoise (gopherus polyphemus), as approved by the Lee County and/or the Florida Game and Freshwater Fish Commission, is incorporated into this Declaration of Protective Covenants by reference. Improvements to lots shall be planned to avoid destruction of gopher tortoise burrows, if any are present. If destruction of a burrow is unavoidable, the gopher tortoise shall be relocated to the wildlife preserve in accordance with the approved Terrapin Wood Habitat Management Plan for Gopher Tortoise. The lot owner shall notify the Florida Game and Freshwater Fish Commission prior to clearing and grading near gopher tortoise burrows.

25. The Terrapin Wood Bald Eagle Nesting Habitat Management Plan, as approved by Lee County, is incorporated into this Declaration of Protective Covenants by reference. Improvements to lots 1 through 6 shall conform to the requirements of items e.3. and e.4. of the Bald Eagle Nesting Habitat Management Plan.

26. The U. S. Fish and Wildlife Service's Habitat Management Guidelines for the Bald Eagle in the Southeast and the Florida Game and Freshwater Fish Commission's Legal Accommodation of Florida's Endangered Species are incorporated into this Declaration of Protective Covenants by reference.

27. Prospective property owners are hereby notified that lots may be adjacent to wetland preservation or mitigation areas and upland buffers which are protected under conservation easements. Wetlands and upland buffers in the conservation easement may not be altered from their present condition with the exception of: Exotic or nuisance vegetation removal, or restoration in accordance with the restoration plan, if any, included in the conservation easement. Exotic vegetation may include melaleuca, Brazilian pepper, Australian pine, and Japanese climbing fern. Nuisance vegetation may include cattails, primrose willow and grape vine.

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28. The Surface Water Management System will be owned, operated, and maintained by the Property Owners Association. The Property Owners Association will be responsible for the operation and maintenance of the Surface Water Management System.

APPROVAL OF CONTRACTORS

1. No contractor, sub-contractor or other builder may effect any of the improvements without the express written approval of the Developer, which permission may be withheld on the basis of the Developer's determination that such builder's qualifications and general reputation in the community indicate a potential calibre of work inferior to that deemed desirable or lacks financial ability to complete the improvements. In the event that any improvements or landscaping are made in violation of the covenants contained herein, then the Developer shall have the right to specially assess the Owner for the damages caused by such violation, in addition to its other remedies hereunder. The Developer, may from time to time, publish a list of builders it has in advance determined to be acceptable.

2. Any contractor, sub-contractor, builder or person performing work or services in the Development may be required, as a condition precedent to performing any work, to execute on form provided by the Developer, an acknowledgement of liability for damage done to lots, streets, road shoulders, trees, shrubbery, sod, common areas, recreational facilities, water lines, conservation areas, fence and improvements.

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SOUTH FLORIDA WATER MANAGEMENT DISTRICT
CONSERVATION AREAS

A deed of Conservation Easement has been given to the South Florida Water Management District. These areas as designated on the recorded plat of Terrapin Wood are hereby dedicated for conservation and declared common areas, and may in no way be altered from their natural state. Activities prohibited within the conservation areas include, but are not limited to, construction or placing of buildings on or above the ground; dumping or placing soil or other substances such as trash; removal or destruction of trees, shrubs, or other vegetation with the exception of exotic vegetation removal; excavation, dredging, or removal of soil material; diking or fencing; and any other activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat conservation or preservation. The surface water management system shall be owned as common property. Any amendment of this declaration which would affect the surface water management system, including the water management portions of the common areas, must have the proper approval of the South Florida Water Management District.

DEFINITIONS

1. Conservation areas are those areas shown or indicated on the plat of Terrapin Wood as Tract A and/or Conservation Easement. Conservation areas in Terrapin Wood may also be referenced in other documents as wildlife preserve and/or upland compensation areas.
2. Common areas are those areas shown or indicated on the plat of Terrapin Wood as not being a part of any lot nor any public property or fee right-of-way and which are held in common by the Terrapin Wood Property Owners' Association, Inc. Private roadway rights-of-way and conservation areas are examples of common areas. Common property includes common areas and the Surface Water Management System.

ACCEPTANCE OF COVENANTS BY LOT OWNERS

Each owner, by accepting an interest in any Lot, hereby agrees to be bound by all the conditions, limitations, reservations, and restrictions as contained herein, and in the event of a breach agrees to pay all costs, including a reasonable attorneys' fee, for the enforcement of these covenants.

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RIGHT OF ENTRY

There is a specifically reserved unto the Developer the right of entry and inspection upon any Residential Lot for the purpose of determination whether there exists any construction of any improvement which violates the terms of any approval or the terms of this Declaration or of any other covenants, conditions and restrictions to which its deed or other instrument of conveyance makes reference.

ASSIGNMENT OF PROPERTY RIGHTS

The Owner and Developer shall have the right to assign any and all property rights, privileges or control owned in the Development, or which is granted, reserved or allowed under this Declaration, to an institutional lender as the holder of any mortgage or mortgages now or hereafter placed upon the Development in the event of sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding or deed in lieu of foreclosure.

MODIFICATION OF COVENANTS

The Developer reserves the right to make reasonable modifications to these Covenants until the last lot is sold by the Developer. Thereafter, reasonable modifications to these Covenants may be made from time to time by seventy-five (75%) of vote of the owners of lots in the Development, either by way of additions, deletions, or

changes so that it may better assure protection of the value, desirability and attractiveness of the Development. These Covenants are supplemental to and independent of any zoning, present or future, of Lee County, Florida and no variance or zoning change permitted by the County shall in any way be construed to reduce or modify the Covenants contained herein.

REMEDIES

In the event of a violation or breach of any of these restrictive covenants, the Developer or any property owner shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. The failure to enforce any right, reservations, restriction, condition or limitation herein contained, however long delayed, shall not be deemed a waiver of the right to do so thereafter. The invalidation by a court of any covenant herein contained shall not in any way affect any of the other covenants, which shall remain in full force and effect. Any delinquent owner agrees to pay a reasonable attorneys' fee for the enforcement of these use restrictions.

DURATION OF RESTRICTIONS

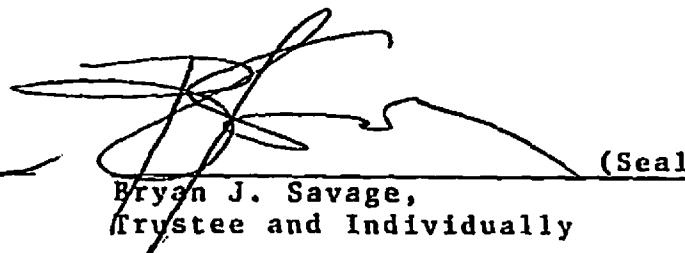
These covenants and restrictions are to run with the land and shall be binding upon the undersigned and upon all the parties and upon persons claiming under them until twenty five (25) years from date of recording, at which time said covenant and restrictions shall automatically be extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots or tracts it is agreed to change said covenants in whole or in part.

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IN WITNESS WHEREOF, BRYAN J. SAVAGE, Trustee and Individually,
has executed this Declaration of Protective Covenants this 2nd
day of January, 1997.

In the Presence of:

Cynthia M. Blecher


(Seal)
Bryan J. Savage,
Trustee and Individually

Sharon K. Snyder

STATE OF FLORIDA

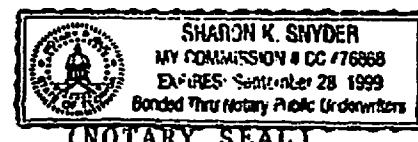
COUNTY OF LEE

I HEREBY CERTIFY that on this day, before me, an officer
duly authorized in the State aforesaid and in the County of
aforesaid to take acknowledgements, personally appeared BRYAN J.
SAVAGE, a single man, to be known to be the person described in
and who executed the foregoing instrument and acknowledged before
me that he executed the same.

WITNESS my hand and official seal in the county and State
last aforesaid this 2nd day of January, 1997.

Sharon K. Snyder
Notary Public, State of Florida

My Commission Expires:



This Instrument Prepared By
BRYAN J. SAVAGE
2965 Grand Avenue
Fort Myers, Florida

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SHARON K. SNYDER
Notary Public, State of Florida

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS
FOR TERRAPIN WOOD OR 2778 PG 0848.

TO INCLUDE SW FLORIDA WATER MGMT. DISTRICT
ENVIRONMENTAL RESOURCE PERMIT NO. 36-03046-P,
SPECIAL CONDITIONS AND GENERAL CONDITIONS.

DECLARATION RECORDED IN LEE COUNTY OR BK 2778 PG 0848

Judith M. Faulkner
JUDITH M. FAULKNER
SECRETARY/TREASURER
TERRAPIN WOOD PROP. OWNER'S
ASSOC., INC.

Witness: Patti L. Johnston
Patti L. Johnston

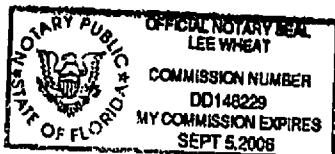


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OR BK 04328 Pgs 07/06 - 805; (10pgs)
RECORDED 06/08/2004 03:50:33 PM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY, FLORIDA
DEPUTY CLERK L Wheat

State of Florida
County of Lee

The foregoing instrument was acknowledged before me this 8th day of June 2004, by Judith M. Faulkner Secretary/Treasurer of Terrapin Wood Property Owner's Association, Inc. who has produced drivers license as identification.

Lee Wheat
Lee Wheat, Notary Public





SOUTH FLORIDA WATER MANAGEMENT DISTRICT

ENVIRONMENTAL RESOURCE PERMIT NO. 36-03045-PForm #0145
Rev 08/95DATE ISSUED: MAY 9, 1996

PERMITTEE: **BRYAN SAVAGE-TRUSTEE
(TERRAPIN WOOD)
2965 GRAND AVENUE
FORT MYERS, FL 33901**

PROJECT DESCRIPTION: **AUTHORIZATION FOR CONSTRUCTION AND OPERATION FOR A SURFACE WATER MANAGEMENT SYSTEM TO SERVE A 31.6 ACRE RESIDENTIAL PROJECT DISCHARGING TO THE CALOOSAHATCHEE RIVER VIA OFFSITE DITCHES.**

PROJECT LOCATION: **LEE COUNTY SECTION 31 TWP 43S RGE 25E**

This Permit is issued pursuant to Application No. 951208-10, dated October 24, 1995. Permittee agrees to hold and save the South Florida Water Management District and its successors harmless from any and all damages, claims or liabilities which may arise by reason of the construction, operation, maintenance or use of activities authorized by this Permit. This Permit is issued under the provisions of Chapter 373, Part IV Florida Statutes (F.S.), and the Operating Agreement Concerning Regulation Under Part IV, Chapter 373 F.S. between South Florida Water Management District and the Department of Environmental Protection. Issuance of this Permit constitutes certification of compliance with state water quality standards where necessary pursuant to Section 401, Public Law 92-500, 33 USC Section 1341, unless this Permit is issued pursuant to the net improvement provisions of subsections 373.414 (1) (b), F.S., or as otherwise stated herein.

This Permit may be transferred pursuant to the appropriate provisions of Chapter 373, F.S. and sections 40E-1.6107(1) and (2), and 40E-4.351(1), (2), and (4), Florida Administrative Code (F.A.C.).

This Permit may be revoked, suspended, or modified at any time pursuant to the appropriate provisions of Chapter 373, F.S. and sections 40E-4.351(1), (2), and (4), F.A.C.

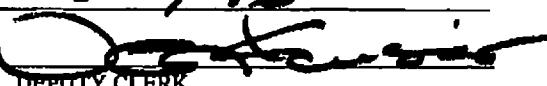
This Permit shall be subject to the General Conditions set forth in Rule 40E-4.381, F.A.C., unless waived or modified by the Governing Board. The Application, and the Surface Water Management Staff Review Summary of the Application, including all conditions, and all plans and specifications incorporated by reference, are a part of this Permit. All activities authorized by this Permit shall be implemented as set forth in the plans, specifications, and performance criteria as set forth and incorporated in the Surface Water Management Staff Review Summary. Within 30 days after completion of construction of the permitted activity, the Permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual, pursuant to the appropriate provisions of Chapter 373, F.S., and Sections 40E-4.361 and 40E-4.381, F.A.C.

In the event the property is sold or otherwise conveyed, the Permittee will remain liable for compliance with this Permit until transfer is approved by the District pursuant to Rule 40E-1.6107, F.A.C.

GENERAL AND SPECIAL CONDITIONS ARE AS FOLLOWS:

SEE PAGES 2-5 OF 9-21 SPECIAL CONDITIONS.
SEE PAGES 6-9 OF 9-19 GENERAL CONDITIONS.

FILED WITH THE CLERK OF THE
SOUTH FLORIDA WATER MANAGEMENT DISTRICT

ON 5-9-96
BY 
DEPUTY CLERK

SOUTH FLORIDA WATER
MANAGEMENT DISTRICT, BY ITS
GOVERNING BOARD

BY 
ASSISTANT SECRETARY

SPECIAL CONDITIONS

1. MINIMUM BUILDING FLOOR ELEVATION: 9.5 FEET NGVD.
2. MINIMUM ROAD CROWN ELEVATION: 8.55 FEET NGVD.
3. DISCHARGE FACILITIES:

1-.42' WIDE SHARP CRESTED WEIR WITH CREST AT ELEV. 7.9' NGVD.
1-5' DIA. CIRCULAR ORIFICE WITH INVERT AT ELEV. 5' NGVD.
40 LF OF 1.25' DIA. RCP CULVERT.
- RECEIVING BODY : STEVENSON ROAD SWALE
- CONTROL ELEV : 5 FEET NGVD. /5 FEET NGVD DRY SEASON.
4. THE PERMITTEE SHALL BE RESPONSIBLE FOR THE CORRECTION OF ANY EROSION, SHOALING OR WATER QUALITY PROBLEMS THAT RESULT FROM THE CONSTRUCTION OR OPERATION OF THE SURFACE WATER MANAGEMENT SYSTEM.
5. MEASURES SHALL BE TAKEN DURING CONSTRUCTION TO INSURE THAT SEDIMENTATION AND/OR TURBIDITY PROBLEMS ARE NOT CREATED IN THE RECEIVING WATER.
6. THE DISTRICT RESERVES THE RIGHT TO REQUIRE THAT ADDITIONAL WATER QUALITY TREATMENT METHODS BE INCORPORATED INTO THE DRAINAGE SYSTEM IF SUCH MEASURES ARE SHOWN TO BE NECESSARY.
7. FACILITIES OTHER THAN THOSE STATED HEREIN SHALL NOT BE CONSTRUCTED WITHOUT AN APPROVED MODIFICATION OF THIS PERMIT.
8. OPERATION OF THE SURFACE WATER MANAGEMENT SYSTEM SHALL BE THE RESPONSIBILITY OF TERRAPIN WOOD HOMEOWNERS ASSOCIATION. THE PERMITTEE SHALL SUBMIT A COPY OF THE RECORDED DEED RESTRICTIONS (OR DECLARATION OF CONDOMINIUM, IF APPLICABLE), A COPY OF THE FILED ARTICLES OF INCORPORATION, AND A COPY OF THE CERTIFICATE OF INCORPORATION FOR THE HOMEOWNERS ASSOCIATION CONCURRENT WITH THE ENGINEERING CERTIFICATION OF CONSTRUCTION COMPLETION.
9. SILT SCREENS, HAY BALES OR OTHER SUCH SEDIMENT CONTROL MEASURES SHALL BE UTILIZED DURING CONSTRUCTION. THE SELECTED SEDIMENT CONTROL MEASURES SHALL BE INSTALLED LANDWARD OF THE UPLAND BUFFER ZONES AROUND ALL PROTECTED WETLANDS. ALL AREAS SHALL BE STABILIZED AND VEGETATED IMMEDIATELY AFTER CONSTRUCTION TO PREVENT EROSION INTO THE WETLANDS AND UPLAND BUFFER ZONES.
10. PERMANENT PHYSICAL MARKERS DESIGNATING THE PRESERVE STATUS OF THE WETLAND PRESERVATION AREAS AND BUFFER ZONES SHALL BE PLACED AT THE INTERSECTION OF THE BUFFER AND EACH LOT LINE. THESE MARKERS SHALL BE MAINTAINED IN PERPETUITY.

11. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION, THE PERIMETER OF THE PROTECTED UPLANDS AREAS SHALL BE STAKED AND ROPED TO PREVENT ENCROACHMENT INTO THE UPLAND PRESERVATION AREAS. THE PERMITTEE SHALL NOTIFY THE SFWMD'S ENVIRONMENTAL COMPLIANCE STAFF IN WRITING UPON COMPLETION OF ROPE AND STAKING AND SCHEDULE AN INSPECTION OF THIS WORK. THE PERMITTEE SHALL MODIFY THE STAKING AND ROPE IF SFWMD STAFF DETERMINES IT IS INSUFFICIENT OR IS NOT IN CONFORMANCE WITH THE INTENT OF THIS PERMIT. STAKING AND ROPE SHALL REMAIN IN PLACE UNTIL ALL ADJACENT CONSTRUCTION ACTIVITIES ARE COMPLETE.
12. THE SFWMD RESERVES THE RIGHT TO REQUIRE REMEDIAL MEASURES TO BE TAKEN BY THE PERMITTEE IF WETLAND AND/OR UPLAND MONITORING OR OTHER INFORMATION DEMONSTRATES THAT ADVERSE IMPACTS TO PROTECTED, CONSERVED, INCORPORATED OR MITIGATED WETLANDS OR UPLANDS HAVE OCCURRED DUE TO PROJECT RELATED ACTIVITIES.
13. ANY FUTURE CHANGES IN LAND USE OR TREATMENT OF WETLANDS AND/OR UPLAND BUFFER/COMPENSATION AREAS MAY REQUIRE A SURFACE WATER MANAGEMENT PERMIT MODIFICATION AND ADDITIONAL ENVIRONMENTAL REVIEW BY DISTRICT STAFF. PRIOR TO THE PERMITTEE INSTITUTING ANY FUTURE CHANGES NOT AUTHORIZED BY THIS PERMIT, THE PERMITTEE SHALL NOTIFY THE SFWMD OF SUCH INTENTIONS FOR A DETERMINATION OF ANY NECESSARY PERMIT MODIFICATIONS.
14. THE PERMITTEE SHALL BE RESPONSIBLE FOR THE SUCCESSFUL COMPLETION OF THE MITIGATION WORK, INCLUDING THE MONITORING AND MAINTENANCE OF THE MITIGATION AREAS FOR THE DURATION OF THE PLAN. THE MITIGATION AREA(S) SHALL NOT BE TURNED OVER TO THE OPERATION ENTITY UNTIL THE MITIGATION WORK IS ACCOMPLISHED AS PERMITTED AND SFWMD STAFF HAS CONCURRED.
15. A WETLAND MITIGATION PROGRAM SHALL BE IMPLEMENTED IN ACCORDANCE WITH EXHIBIT(S) 10A - 10F. THE PERMITTEE SHALL PROTECT 4.31 ACRES OF UPLAND COMPENSATION AREA(S).
16. A WETLAND MONITORING PROGRAM AND MAINTENANCE PROGRAM SHALL BE IMPLEMENTED IN ACCORDANCE WITH EXHIBIT(S) 10A - 10F. THE MONITORING PROGRAM SHALL EXTEND FOR A PERIOD OF 5 YEARS WITH ANNUAL REPORTS SUBMITTED TO SFWMD STAFF. AT THE END OF THE FIRST MONITORING PERIOD THE MITIGATION AREA(S) SHALL CONTAIN AN 80% SURVIVAL OF PLANTED VEGETATION. THE 80% SURVIVAL RATE SHALL BE MAINTAINED THROUGHOUT THE REMAINDER OF THE MONITORING PROGRAM. AT THE END OF THE 5 YEARS MONITORING PROGRAM THE MITIGATION AREA(S) SHALL CONTAIN AN 80% SURVIVAL OF PLANTED VEGETATION AND AN % COVERAGE OF DESIRABLE OBLIGATE AND FACULTATIVE WETLAND SPECIES.
17. WETLAND PRESERVATION/MITIGATION AREAS, UPLAND BUFFER ZONES AND/OR UPLAND PRESERVATION AREAS SHALL BE DEDICATED AS CONSERVATION AND COMMON AREAS IN THE CONSERVATION EASEMENTS AS WELL AS ON THE PLAT IF THE PROJECT WILL BE PLATTED. RESTRICTIONS FOR USE OF THE CONSERVATION/COMMON AREAS SHALL STIPULATE:

THE WETLAND PRESERVATION/MITIGATION AREAS, UPLAND BUFFER ZONES, AND/OR

UPLAND PRESERVATION AREAS ARE HEREBY DEDICATED AS CONSERVATION AND COMMON AREAS. THE CONSERVATION/COMMON AREAS SHALL BE THE PERPETUAL RESPONSIBILITY OF TERRAPIN WOODS HOMEOWNERS ASSOCIATION AND MAY IN NO WAY BE ALTERED FROM THEIR NATURAL STATE AS DOCUMENTED IN PERMIT FILE, WITH THE EXCEPTION OF PERMITTED RESTORATION ACTIVITIES. ACTIVITIES PROHIBITED WITHIN THE CONSERVATION AREAS INCLUDE, BUT ARE NOT LIMITED TO: CONSTRUCTION OR PLACING SOIL OR OTHER SUBSTANCES SUCH AS TRASH REMOVAL OR DESTRUCTION OF TREES, SHRUBS, OR OTHER VEGETATION - WITH THE EXCEPTION OF EXOTIC/NUISANCE VEGETATION REMOVAL; EXCAVATION, DREDGING, OR REMOVAL OF SOIL MATERIAL; DIKING OR FENCING; AND ANY OTHER ACTIVITIES DETRIMENTAL TO DRAINAGE, FLOOD CONTROL, WATER CONSERVATION, EROSION CONTROL, OR FISH AND WILDLIFE HABITAT CONSERVATION OR PRESERVATION.

COPIES OF RECORDED DOCUMENTS SHALL BE SUBMITTED CONCURRENT WITH ENGINEERING CERTIFICATION OF CONSTRUCTION COMPLETION.

18. (A) NO LATER THAN OCTOBER 30, 1996, THE PERMITTEE SHALL RECORD A CONSERVATION EASEMENT ON THE REAL PROPERTY DESIGNATED AS A CONSERVATION AREA(S) ON EXHIBIT(S) 11G - 11K. THE CONSERVATION EASEMENT SHALL BE GRANTED TO THE SFWMD AND SHALL CONTAIN THE ACTIVITY RESTRICTIONS SET FORTH IN SECTION 704.06(1), F.S. THE CONSERVATION EASEMENT SHALL BE IN SUBSTANTIAL CONFORMANCE WITH THE DRAFT CONSERVATION EASEMENT ATTACHED AS EXHIBIT(S) 11A - 11F. ANY AMENDMENTS TO THE CONSERVATION EASEMENT SHALL BE APPROVED BY THE SFWMD.
18. (B) NO LATER THAN SEPTEMBER 30, 1996, THE PERMITTEE SHALL SUBMIT TO THE SFWMD, FOR REVIEW AND APPROVAL, TWO (2) COPIES OF THE FOLLOWING:
 1. SITE MAP OF CONSERVATION AREA
 2. LEGAL DESCRIPTION OF CONSERVATION AREA
 3. SURVEY BY PROFESSIONAL LAND SURVEYOR
 4. PLAT (IF APPLICABLE)
 5. TITLE INSURANCE/OPTION/COMMITMENT
 6. FINAL DRAFT OF EASEMENT DOCUMENT
18. (C) THE CONSERVATION EASEMENT DRAFT SHALL BE APPROVED BY THE SFWMD PRIOR TO RECORDATION. NO LATER THAN NOVEMBER 29, 1996, THE PERMITTEE SHALL PROVIDE THE SFWMD WITH TWO (2) CERTIFIED COPIES OF THE RECORDED EASEMENT.
19. ACTIVITIES ASSOCIATED WITH IMPLEMENTATION OF THE WETLAND MITIGATION, MONITORING AND MAINTENANCE SHALL BE IN ACCORDANCE WITH THE FOLLOWING WORK SCHEDULE. ANY DEVIATION FROM THESE TIME FRAMES SHALL REQUIRE FORMAL SFWMD APPROVAL. SUCH REQUESTS MUST BE MADE IN WRITING AND SHALL INCLUDE (1) REASON FOR THE MODIFICATION; (2) PROPOSED START/FINISH DATES; AND (3) PROGRESS REPORT ON THE STATUS OF THE EXISTING MITIGATION EFFORTS.

COMPLETION DATE	ACTIVITY
AUGUST 30, 1996	BASELINE MONITORING REPORT
SEPTEMBER 30, 1996	EXOTIC VEGETATION REMOVAL

OCTOBER 30, 1996	DEDICATION OF CONSERVATION EASEMENT
AUGUST 30, 1997	FIRST MONITORING REPORT
AUGUST 30, 1998	SECOND MONITORING REPORT
AUGUST 30, 1999	THIRD MONITORING REPORT
AUGUST 30, 2000	FOURTH MONITORING REPORT
AUGUST 30, 2001	FIFTH MONITORING REPORT

20. A MAINTENANCE PROGRAM SHALL BE IMPLEMENTED IN ACCORDANCE WITH EXHIBIT(S) 10A - 10F FOR THE PRESERVED WETLAND AREAS AND UPLAND PRESERVATION AREAS ON A REGULAR BASIS TO ENSURE THE INTEGRITY AND VIABILITY OF THE CONSERVATION AREA(S) AS PERMITTED. MAINTENANCE SHALL BE CONDUCTED IN PERPETUITY TO ENSURE THAT THE CONSERVATION AREAS ARE MAINTAINED FREE FROM EXOTIC VEGETATION (BRAZILIAN PEPPER, MELALEUCA, AND AUSTRALIAN PINE) AND THAT OTHER NUISANCE SPECIES SHALL CONSTITUTE NO MORE THAN 10% OF TOTAL COVER.
21. ENDANGERED SPECIES, THREATENED SPECIES, OR SPECIES OF SPECIAL CONCERN HAVE BEEN OBSERVED ONSITE AND/OR THE PROJECT CONTAINS SUITABLE HABITAT FOR THESE SPECIES. IT SHALL BE THE PERMITTEE'S RESPONSIBILITY TO COORDINATE WITH THE FLORIDA GAME AND FRESH WATER FISH COMMISSION AND/OR U.S. FISH AND WILDLIFE SERVICE FOR APPROPRIATE GUIDANCE, RECOMMENDATIONS, AND/OR NECESSARY PERMITS TO AVOID IMPACTS TO LISTED SPECIES.

GENERAL CONDITIONS

1. ALL ACTIVITIES AUTHORIZED BY THIS PERMIT SHALL BE IMPLEMENTED AS SET FORTH IN THE PLANS, SPECIFICATIONS AND PERFORMANCE CRITERIA AS APPROVED BY THIS PERMIT. ANY DEVIATION FROM THE PERMITTED ACTIVITY AND THE CONDITIONS FOR UNDERTAKING THAT ACTIVITY SHALL CONSTITUTE A VIOLATION OF THIS PERMIT AND PART IV, CHAPTER 373, F.S.
2. THIS PERMIT OR A COPY THEREOF, COMPLETE WITH ALL CONDITIONS, ATTACHMENTS, EXHIBITS, AND MODIFICATIONS SHALL BE KEPT AT THE WORK SITE OF THE PERMITTED ACTIVITY. THE COMPLETE PERMIT SHALL BE AVAILABLE FOR REVIEW AT THE WORK SITE UPON REQUEST BY THE DISTRICT STAFF. THE PERMITTEE SHALL REQUIRE THE CONTRACTOR TO REVIEW THE COMPLETE PERMIT PRIOR TO COMMENCEMENT OF THE ACTIVITY AUTHORIZED BY THIS PERMIT.
3. ACTIVITIES APPROVED BY THIS PERMIT SHALL BE CONDUCTED IN A MANNER WHICH DOES NOT CAUSE VIOLATIONS OF STATE WATER QUALITY STANDARDS. THE PERMITTEE SHALL IMPLEMENT BEST MANAGEMENT PRACTICES FOR EROSION AND POLLUTION CONTROL TO PREVENT VIOLATION OF STATE WATER QUALITY STANDARDS. TEMPORARY EROSION CONTROL SHALL BE IMPLEMENTED PRIOR TO AND DURING CONSTRUCTION, AND PERMANENT CONTROL MEASURES SHALL BE COMPLETED WITHIN 7 DAYS OF ANY CONSTRUCTION ACTIVITY. TURBIDITY BARRIERS SHALL BE INSTALLED AND MAINTAINED AT ALL LOCATIONS WHERE THE POSSIBILITY OF TRANSFERRING SUSPENDED SOLIDS INTO THE RECEIVING WATERBODY EXISTS DUE TO THE PERMITTED WORK. TURBIDITY BARRIERS SHALL REMAIN IN PLACE AT ALL LOCATIONS UNTIL CONSTRUCTION IS COMPLETED AND SOILS ARE STABILIZED AND VEGETATION HAS BEEN ESTABLISHED. ALL PRACTICES SHALL BE IN ACCORDANCE WITH THE GUIDELINES AND SPECIFICATIONS DESCRIBED IN CHAPTER 6 OF THE FLORIDA LAND DEVELOPMENT MANUAL; A GUIDE TO SOUND LAND AND WATER MANAGEMENT (DEPARTMENT OF ENVIRONMENTAL REGULATION, 1988), INCORPORATED BY REFERENCE IN RULE 40E-4.091, F.A.C. UNLESS A PROJECT-SPECIFIC EROSION AND SEDIMENT CONTROL PLAN IS APPROVED AS PART OF THE PERMIT. THEREAFTER THE PERMITTEE SHALL BE RESPONSIBLE FOR THE REMOVAL OF THE BARRIERS. THE PERMITTEE SHALL CORRECT ANY EROSION OR SHOALING THAT CAUSES ADVERSE IMPACTS TO THE WATER RESOURCES.
4. THE PERMITTEE SHALL NOTIFY THE DISTRICT OF THE ANTICIPATED CONSTRUCTION START DATE WITHIN 30 DAYS OF THE DATE THAT THIS PERMIT IS ISSUED. AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF ACTIVITY AUTHORIZED BY THIS PERMIT, THE PERMITTEE SHALL SUBMIT TO THE DISTRICT AN ENVIRONMENTAL RESOURCE PERMIT CONSTRUCTION COMMENCEMENT NOTICE FORM NO. 0960 INDICATING THE ACTUAL START DATE AND THE EXPECTED COMPLETION DATE.
5. WHEN THE DURATION OF CONSTRUCTION WILL EXCEED ONE YEAR, THE PERMITTEE SHALL SUBMIT CONSTRUCTION STATUS REPORTS TO THE DISTRICT ON AN ANNUAL BASIS UTILIZING AN ANNUAL STATUS REPORT FORM. STATUS REPORT FORMS SHALL BE SUBMITTED THE FOLLOWING JUNE OF EACH YEAR.
6. WITHIN 30 DAYS AFTER COMPLETION OF CONSTRUCTION OF THE PERMITTED ACTIVITY,

THE PERMITTEE SHALL SUBMIT A WRITTEN STATEMENT OF COMPLETION AND CERTIFICATION BY A REGISTERED PROFESSIONAL ENGINEER OR OTHER APPROPRIATE INDIVIDUAL AS AUTHORIZED BY LAW, UTILIZING THE SUPPLIED ENVIRONMENTAL RESOURCE PERMIT CONSTRUCTION COMPLETION/CONSTRUCTION CERTIFICATION FORM NO.0881. THE STATEMENT OF COMPLETION AND CERTIFICATION SHALL BE BASED ON ONSITE OBSERVATION OF CONSTRUCTION OR REVIEW OF ASBUILT DRAWINGS FOR THE PURPOSE OF DETERMINING IF THE WORK WAS COMPLETED IN COMPLIANCE WITH PERMITTED PLANS AND SPECIFICATIONS. THIS SUBMITTAL SHALL SERVE TO NOTIFY THE DISTRICT THAT THE SYSTEM IS READY FOR INSPECTION. ADDITIONALLY, IF DEVIATION FROM THE APPROVED DRAWINGS ARE DISCOVERED DURING THE CERTIFICATION PROCESS, THE CERTIFICATION MUST BE ACCCOMPANIED BY A COPY OF THE APPROVED PERMIT DRAWINGS WITH DEVIATIONS NOTED. BOTH THE ORIGINAL AND REVISED SPECIFICATIONS MUST BE CLEARLY SHOWN. THE PLANS MUST BE CLEARLY LABELED AS "ASBUILT" OR "RECORD" DRAWING. ALL SURVEYED DIMENSIONS AND ELEVATIONS SHALL BE CERTIFIED BY A REGISTERED SURVEYOR.

7. THE OPERATION PHASE OF THIS PERMIT SHALL NOT BECOME EFFECTIVE: UNTIL THE PERMITTEE HAS COMPLIED WITH THE REQUIREMENTS OF CONDITION (6) ABOVE, HAS SUBMITTED A REQUEST FOR CONVERSION OF ENVIRONMENTAL RESOURCE PERMIT FROM CONSTRUCTION PHASE TO OPERATION PHASE, FORM NO.0920; THE DISTRICT DETERMINES THE SYSTEM TO BE IN COMPLIANCE WITH THE PERMITTED PLANS AND SPECIFICATIONS; AND THE ENTITY APPROVED BY THE DISTRICT IN ACCORDANCE WITH SECTIONS 9.0 AND 10.0 OF THE BASIS OF REVIEW FOR ENVIRONMENTAL RESOURCE PERMIT APPLICATIONS WITHIN THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT - AUGUST 1995, ACCEPTS RESPONSIBILITY FOR OPERATION AND MAINTENANCE OF THE SYSTEM. THE PERMIT SHALL NOT BE TRANSFERRED TO SUCH APPROVED OPERATION AND MAINTENANCE ENTITY UNTIL THE OPERATION PHASE OF THE PERMIT BECOMES EFFECTIVE. FOLLOWING INSPECTION AND APPROVAL OF THE PERMITTED SYSTEM BY THE DISTRICT, THE PERMITTEE SHALL INITIATE TRANSFER OF THE PERMIT TO THE APPROVED RESPONSIBLE OPERATING ENTITY IF DIFFERENT FROM THE PERMITTEE. UNTIL THE PERMIT IS TRANSFERRED PURSUANT TO SECTION 40E-1.6107, F.A.C., THE PERMITTEE SHALL BE LIABLE FOR COMPLIANCE WITH THE TERMS OF THE PERMIT.
8. EACH PHASE OR INDEPENDENT PORTION OF THE PERMITTED SYSTEM MUST BE COMPLETED IN ACCORDANCE WITH THE PERMITTED PLANS AND PERMIT CONDITIONS PRIOR TO THE INITIATION OF THE PERMITTED USE OF SITE INFRASTRUCTURE LOCATED WITHIN THE AREA SERVED BY THAT PORTION OR PHASE OF THE SYSTEM. EACH PHASE OR INDEPENDENT PORTION OF THE SYSTEM MUST BE COMPLETED IN ACCORDANCE WITH THE PERMITTED PLANS AND PERMIT CONDITIONS PRIOR TO TRANSFER OF RESPONSIBILITY FOR OPERATION AND MAINTENANCE OF THE PHASE OR PORTION OF THE SYSTEM TO A LOCAL GOVERNMENT OR OTHER RESPONSIBLE ENTITY.
9. FOR THOSE SYSTEMS THAT WILL BE OPERATED OR MAINTAINED BY AN ENTITY THAT WILL REQUIRE AN EASEMENT OR DEED RESTRICTION IN ORDER TO ENABLE THAT ENTITY TO OPERATE OR MAINTAIN THE SYSTEM IN CONFORMANCE WITH THIS PERMIT, SUCH EASEMENT OR DEED RESTRICTION MUST BE RECORDED IN THE PUBLIC RECORDS AND SUBMITTED TO THE DISTRICT ALONG WITH ANY OTHER FINAL OPERATION AND MAINTENANCE DOCUMENTS REQUIRED BY SECTIONS 9.0 AND 10.0 OF THE BASIS OF REVIEW FOR ENVIRONMENTAL RESOURCE PERMIT APPLICATIONS WITHIN THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT - AUGUST 1995, PRIOR TO LOT OR UNIT

SALES OR PRIOR TO THE COMPLETION OF THE SYSTEM, WHICHEVER OCCURS FIRST. OTHER DOCUMENTS CONCERNING THE ESTABLISHMENT AND AUTHORITY OF THE OPERATING ENTITY MUST BE FILED WITH THE SECRETARY OF STATE WHERE APPROPRIATE. FOR THOSE SYSTEMS WHICH ARE PROPOSED TO BE MAINTAINED BY THE COUNTY OR MUNICIPAL ENTITIES, FINAL OPERATION AND MAINTENANCE DOCUMENTS MUST BE RECEIVED BY THE DISTRICT WHEN MAINTENANCE AND OPERATION OF THE SYSTEM IS ACCEPTED BY THE LOCAL GOVERNMENT ENTITY. FAILURE TO SUBMIT THE APPROPRIATE FINAL DOCUMENTS WILL RESULT IN THE PERMITTEE REMAINING LIABLE FOR CARRYING OUT MAINTENANCE AND OPERATION OF THE PERMITTED SYSTEM AND ANY OTHER PERMIT CONDITIONS.

10. SHOULD ANY OTHER REGULATORY AGENCY REQUIRE CHANGES TO THE PERMITTED SYSTEM, THE PERMITTEE SHALL NOTIFY THE DISTRICT IN WRITING OF THE CHANGES PRIOR TO IMPLEMENTATION SO THAT A DETERMINATION CAN BE MADE WHETHER A PERMIT MODIFICATION IS REQUIRED.
11. THIS PERMIT DOES NOT ELIMINATE THE NECESSITY TO OBTAIN ANY REQUIRED FEDERAL, STATE, LOCAL AND SPECIAL DISTRICT AUTHORIZATIONS PRIOR TO THE START OF ANY ACTIVITY APPROVED BY THIS PERMIT. THIS PERMIT DOES NOT CONVEY TO THE PERMITTEE OR CREATE IN THE PERMITTEE ANY PROPERTY RIGHT, OR ANY INTEREST IN REAL PROPERTY, NOR DOES IT AUTHORIZE ANY ENTRANCE UPON OR ACTIVITIES ON PROPERTY WHICH IS NOT OWNED OR CONTROLLED BY THE PERMITTEE, OR CONVEY ANY RIGHTS OR PRIVILEGES OTHER THAN THOSE SPECIFIED IN THE PERMIT AND CHAPTER 40E-4 OR CHAPTER 40E-40, F.A.C.
12. THE PERMITTEE IS HEREBY ADVISED THAT SECTION 253.77, F.S. STATES THAT A PERSON MAY NOT COMMENCE ANY EXCAVATION, CONSTRUCTION, OR OTHER ACTIVITY INVOLVING THE USE OF SOVEREIGN OR OTHER LANDS OF THE STATE, THE TITLE TO WHICH IS VESTED IN THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND WITHOUT OBTAINING THE REQUIRED LEASE, LICENSE, EASEMENT, OR OTHER FORM OF CONSENT AUTHORIZING THE PROPOSED USE. THEREFORE, THE PERMITTEE IS RESPONSIBLE FOR OBTAINING ANY NECESSARY AUTHORIZATIONS FROM THE BOARD OF TRUSTEES PRIOR TO COMMENCING ACTIVITY ON SOVEREIGNTY LANDS OR OTHER STATE-OWNED LANDS.
13. THE PERMITTEE MUST OBTAIN A WATER USE PERMIT PRIOR TO CONSTRUCTION DEWATERING, UNLESS THE WORK QUALIFIES FOR A GENERAL PERMIT PURSUANT TO SUBSECTION 40E-20.302(4), F.A.C., ALSO KNOWN AS THE "NO NOTICE" RULE.
14. THE PERMITTEE SHALL HOLD AND SAVE THE DISTRICT HARMLESS FROM ANY AND ALL DAMAGES, CLAIMS, OR LIABILITIES WHICH MAY ARISE BY REASON OF THE CONSTRUCTION, ALTERATION, OPERATION, MAINTENANCE, REMOVAL, ABANDONMENT OR USE OF ANY SYSTEM AUTHORIZED BY THE PERMIT.
15. ANY DELINEATION OF THE EXTENT OF A WETLAND OR OTHER SURFACE WATER SUBMITTED AS PART OF THE PERMIT APPLICATION, INCLUDING PLANS OR OTHER SUPPORTING DOCUMENTATION, SHALL NOT BE CONSIDERED BINDING UNLESS A SPECIFIC CONDITION OF THIS PERMIT OR A FORMAL DETERMINATION UNDER SECTION 373.421(2), F.S., PROVIDES OTHERWISE.

16. THE PERMITTEE SHALL NOTIFY THE DISTRICT IN WRITING WITHIN 30 DAYS OF ANY SALE, CONVEYANCE, OR OTHER TRANSFER OF OWNERSHIP OR CONTROL OF A PERMITTED SYSTEM OR THE REAL PROPERTY ON WHICH THE PERMITTED SYSTEM IS LOCATED. ALL TRANSFERS OF OWNERSHIP OR TRANSFERS OF A PERMIT ARE SUBJECT TO THE REQUIREMENTS OF RULES 40E-1.6105 AND 40E-1.6107, F.A.C. THE PERMITTEE TRANSFERRING THE PERMIT SHALL REMAIN LIABLE FOR CORRECTIVE ACTIONS THAT MAY BE REQUIRED AS A RESULT OF ANY VIOLATIONS PRIOR TO THE SALE, CONVEYANCE OR OTHER TRANSFER OF THE SYSTEM.
17. UPON REASONABLE NOTICE TO THE PERMITTEE, DISTRICT AUTHORIZED STAFF WITH PROPER IDENTIFICATION SHALL HAVE PERMISSION TO ENTER, INSPECT, SAMPLE AND TEST THE SYSTEM TO INSURE CONFORMITY WITH THE PLANS AND SPECIFICATIONS APPROVED BY THE PERMIT.
18. IF HISTORICAL OR ARCHAEOLOGICAL ARTIFACTS ARE DISCOVERED AT ANY TIME ON THE PROJECT SITE, THE PERMITTEE SHALL IMMEDIATELY NOTIFY THE APPROPRIATE DISTRICT SERVICE CENTER.
19. THE PERMITTEE SHALL IMMEDIATELY NOTIFY THE DISTRICT IN WRITING OF ANY PREVIOUSLY SUBMITTED INFORMATION THAT IS LATER DISCOVERED TO BE INACCURATE.

4/6/96

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Department of State

4/21/96 1591

I certify the attached is a true and correct copy of the Articles of Incorporation of TERRAPIN WOOD PROPERTY OWNERS' ASSOCIATION, INC., a Florida corporation, filed on March 25, 1996, as shown by the records of this office.

The document number of this corporation is N96000001911.

• RECORD VERIFIED - CHAMBLE GREEN, CLERK
• BY: HELEN CARROLL, D.C. •

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capitol, this the
Tenth day of April, 1996

A handwritten signature in cursive script that reads "Sandra B. Northam".

Sandra B. Northam
Secretary of State



CR2EO22 (2-95)

ARTICLES OF INCORPORATION

OF

TERRAPIN WOOD PROPERTY OWNERS' ASSOCIATION, INC.

FILED

96 MAR 25 AM 9 03

The undersigned subscribers to these Articles of Incorporation, each a natural person competent to contract hereby voluntarily associate themselves for the purposes of forming a corporation not for profit under Chapter 617, Florida Statutes.

ARTICLE I - NAME

The name of this corporation is TERRAPIN WOOD PROPERTY OWNERS' ASSOCIATION, INC.

ARTICLE II - PURPOSE

This corporation is organized for the following purposes:

(a) To establish a corporate residential community property owners' association which will, subject to any Declaration of Protective Covenants filed and recorded with respect to land in Lee County, Florida described as:

TERRAPIN WOOD, a subdivision according to the map or plat thereof on file and recorded in the office of the Clerk of the Circuit Court of Lee County, Florida, in Plat Book 59, Page 23 thru 27

and such Declaration may from time to time be amended, have the specific purposes and powers described herein.

(b) To acquire by gift, purchase, or otherwise, all or any portion of the roads, recreational facilities, water lines and facilities, the surface water management system as permitted by the South Florida Water Management District including all retention areas, culverts and related appurtenances, conservation easement, and other common areas within the development, TERRAPIN WOOD, as just above described.

(c) To maintain, repair, replace, and approve, operate and manage such common and private areas and structures as may be placed under the jurisdiction of this corporation, including without limitations: all property described above, any Water Management System approved by any governmental agency; drainage easements.

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(d) To provide for architectural control regulation of all single family residences and appurtenances in TERRAPIN WOOD which, by the Declarations or otherwise, are made subject to such regulation.

(e) To promote the health, safety and welfare of the residents of the residential community to be known as TERRAPIN WOOD.

(f) To fulfill all of the purposes listed above and to exercise all of the powers listed below with respect to all additional properties which may be brought under the jurisdiction of this corporation.

(g) To enforce the provisions of the Declaration and By-Laws or Rules and Regulations consistent with such Declarations now existing or hereafter adopted by whatever legal means are available under the Florida law.

(h) The purposes of this corporation will not include or permit pecuniary gain or profit nor distribution of its income to its, members, officers or directors.

ARTICLE III - POWERS

This corporation shall have and exercise all rights and powers conferred upon corporations under the common law and statutes of the, State of Florida consistent with the Articles and the Declarations. This corporation shall also have all of the powers and authority reasonably necessary or appropriate to the operations and regulation of a residential community subject to the Declarations, as they may from time to time be amended, including but not limited to the following:

(a) To exercise all the powers and privileges and to perform all the duties and obligations of the "Association" as defined in the Declarations, which Declarations are incorporated herein by reference.

(b) To fix, levy, collect and enforce payment by any lawful means, all charges or assessments and assessment liens by the Association pursuant to the terms of the Declarations; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of this corporation, including all licenses, taxes or governmental charges levied or imposed against the property of this corporation.

(c) to enforce any and all covenants, conditions, restrictions, and agreements available to the residential community known as TERRAPIN WOOD, but only insofar as such powers of enforcement are conferred upon the Association by the Declaration.

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(d) To pay taxes, if any, on the common properties and facilities.

(e) To acquire (by gift, purchase or otherwise), own hold, improve, build upon, operate, maintain and convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property in connection with the affairs of this corporation in the manner provided by these Articles.

(f) To hold all property deeded to this corporation in trust for the use and benefit of residents of TERRAPIN WOOD.

(g) To enter into a contract with any individual or entity as may be selected by the Board of Directors to perform or accomplish any or all of the purposes of this corporation, under such terms and conditions and for such compensation as the Board of Directors may consider in the best interest of the Corporation.

(h) To purchase such insurance as the Board of Directors may deem necessary for this Corporation.

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

(j) To make and establish Rules and Regulations governing the use and operation of all common areas.

ARTICLE IV - MEMBERSHIP

Every person or entity who is a record owner of a fee simple or of a fractional undivided fee simple interest in any Residential Unit which is subject, by covenants of record, to the jurisdiction and powers of this corporation, and particularly to the assessment and assessment lien powers of this corporation, shall be a member of this corporation and only such persons or entities shall qualify for membership or continuation of membership. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. As used in these Articles of Incorporation, the term "Residential Unit" means and refers only to residential lots which are or may become subject to the jurisdiction and powers of this corporation. Membership shall be appurtenant to and may not be separated from ownership of any Residential Unit. All membership rights and duties shall be subject to and controlled by the Declarations which are in the form of a covenant running with the land.

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ARTICLE V - VOTING RIGHTS

The corporation shall have two classes of membership:

CLASS A: Class A members shall be all Residential Unit Owners with the exception of the Developer, as defined in the Declarations, and, subject to, the Class B provisions below, shall be entitled to one vote for each Residential Unit owned. When more than one person holds an interest in any Residential Unit, all such persons shall be members, but the single vote such Residential Unit shall be exercised as they among themselves determine, and in no event shall more than one vote be cast with respect to any Residential Unit owned by Class A members.

CLASS B: The Class B member shall be the Developer and it shall be the sole voting member until the Developer no longer owns any lots in TERRAPIN WOOD or at such time as the Developer chooses to defer his voting rights to the Class A members. At such times as the Class B member is no longer the sole voting member, the Class B member shall have one (1) vote for each unsold lot owned by it.

The membership rights (including voting rights) of any Member may be suspended by action of the Board of Directors if such Member shall have failed to pay when due any assessment or charge lawfully imposed upon him or any property owned by him, or if the Member, his family, his tenants, or guests of any thereof, shall have violated any rule or regulation promulgated by the Board of Directors regarding the use of any property or conduct with respect thereto.

ARTICLE VI - BOARD OF DIRECTORS

The affairs of this corporation shall be managed by a Board of Directors, who need not be members of this corporation. The initial Board shall consist of three directors. The number of Directors may be increased by the By-Laws of this corporation, but never be less than three Directors.

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The Directors may, by By-Law, fix the term of office for all Directors. However, unless contrary provisions are made by By-Law, each Director's term of office shall be for one year, but all Directors shall continue in office until their successors are duly elected and installed. There shall be held at each annual meeting of this corporation an election of Board members. However, Directors, if reelected, may serve successive annual terms without limitation.

A majority of the directors currently serving as such shall constitute a quorum. Except as herein otherwise specified, the decision of a majority of the directors present at a meeting at which a quorum is present shall be required and shall be sufficient to authorize any action on behalf of the corporation. Each director shall be entitled to one vote on every matter presented to the Board of Directors.

Any meeting of the members or of the Board of Directors of the corporation shall be held within the State of Florida and the County of Lee.

ARTICLE VII - OFFICERS

The affairs of this corporation shall be administered by the officers designated in the By-Laws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of this corporation and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>Name</u>	<u>Address</u>	<u>Office</u>
Bryan J. Savage	2965 Grand Ave. Fort Myers, FL 33901	P/S/T

ARTICLE VIII - DISSOLUTION

This corporation may be dissolved with the assent given in writing and signed by not less than three-fourths of the members who are entitled to vote. Upon dissolution of this corporation, other than incident to a merger or consolidation, its assets, both real and personal, shall be dedicated to an

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appropriate public agency to be used for purposes similar to those for which this corporation was formed. In the event there is a refusal to accept such dedication, then such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization which is devoted to purposes similar to those of this corporation.

ARTICLE IX - BY-LAWS

The first By-Laws of this corporation shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the By-Laws.

ARTICLE X - DURATION

This corporation shall have perpetual existence.

ARTICLE XI - AMENDMENTS

Amendments to these Articles shall be proposed by the Board of Directors and adopted by three-fourths of the Members of this corporation at any annual or special meeting called for that purpose, provided that the full text of any proposed amendments shall be included in the notice of such special meeting and provided further that the voting requirements specified for any action under any provisions, and no amendment shall be effective to impair or dilute the rights of members that are governed by the recorded covenants and restrictions applicable to TERRAPIN WOOD (as, for example, membership and voting rights) which are part of the property interests created thereby.

ARTICLE XII - SUBSCRIBERS

The names and residence addresses of the subscribing incorporators of these Article of Incorporation are:

<u>Name</u>	<u>Address</u>
Bryan J. Savage	2965 Grand Ave. Fot Myers, FL 33901

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ARTICLE XIII - DIRECTOR CONFLICTS OF INTEREST

No contract or other transaction between this corporation and one or more of its directors, or between this corporation and any other corporation, firm, association or other entity in which one or more of its directors are directors or officers, or are financially interested, shall be either void or voidable because of such relationship or interest or because such director or a committee thereof which authorizes, approves or ratifies such contract or transaction or because his or their votes are counted for such purposes, if:

(a) The fact of such relationship or interest is disclosed or known to the Board of Directors, or a duly empowered committee thereof, which authorizes, approves or ratified the contract or transaction by a vote or consent sufficient for such purpose without counting the vote or votes of such interested director or directors; or

(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 corporation at the time it is authorized by the Board, committee or 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.

ARTICLE XIV - INDEMNIFICATION

Any person made a party, or threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether or not brought by or in the right of the corporation, brought to impose any liability or penalty on such person for any act or acts alleged to have been committed (including alleged omission or failures to act) by such person in his capacity as director, officer, employee, or agent of the corporation, or of any other corporation, partnership, joint venture, trust, or other enterprize which he served as such at the request of the corporation, shall be indemnified by the corporation, unless the conduct of such person is finally adjudged to have been grossly negligent or to constitute willful misconduct, against judgments, fines, reasonable amounts paid in settlement, and reasonable expenses, including attorneys fees actually and necessarily incurred as a result of such action, suit or proceeding, including any appeal thereof. The corporation shall pay such expenses, including attorneys fees, in advance of the final disposition of any such action, suit

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or proceeding upon receipt of an undertaking satisfactory to the Board of Directors by or on behalf of such person to repay such amount, unless it shall ultimately be determined that he is entitled to indemnification by the corporation for such expense. Indemnification hereunder shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such person. The Board of Directors may authorize the purchase and maintenance of insurance on behalf of any person who is or was a director, officer, employee, or agent of another corporation, partnership, limited partnership, joint venture, trust or other enterprize against liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the corporation would have the power to indemnify him against such liability hereunder.

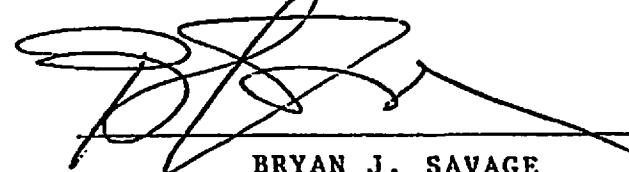
ARTICLE XV - REGISTERED OFFICE

The address of the corporation's initial registered office is: 2965 Grand Avenue, Fort Myers, Florida 33901.

The name of this corporation's initial registered agent at the above address is : BRYAN J. SAVAGE

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the subscribing incorporators of this Corporation, have executed this Article of Incorporation this 20th day of March, 1995.

SUBSCRIBERS:



BRYAN J. SAVAGE

STATE OF FLORIDA
COUNTY OF LEE

Before me, the undersigned, personally appeared who acknowledged that they each executed the foregoing Articles of Incorporation and that the matters and facts alledged therein are true and correct.

Witness my hand and official seal this 20th day of March, 1995 at Fort Myers, Florida.

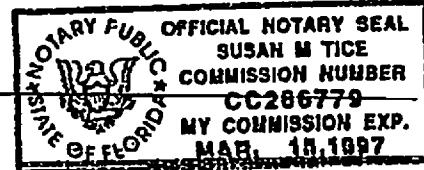
CHARLIE GREEN LEE CITY FL

97 JAN -3 PM 3:25

Susan M. Tice
Notary Public, State of Florida

(NOTARY SEAL)

My Commission Expires:

ACCEPTANCE OF RESIDENT AGENT

Having been named to accept service of process for TERRAPIN WOOD PROPERTY OWNERS' ASSOCIATION, INC., at the place designated in the Articles of Incorporation, BRYAN J. SAVAGE agrees to act in the capacity and agrees to comply with the provisions of Section 48.091 relative to keeping open such office.

Bryan J. Savage

20 Mar 96

Date

FILED
96 MAR 25 AM 3:03
CLERK OF THE STATE
OF FLORIDA
TALLAHASSEE, FLORIDA

0R2778 PG 1600

O.R. Book 2778

O.R. Page 1401

NOTHING MISSING

Charlie Green
Lee County Clerk of Circuit Court

LeeClerk.org

CHARLIE GREEN: CLERK OF COURT
 2115 Second Street
 P.O. Box 2278
 Fort Myers, FL 33902
 (239) 533-5000

Lee County - DBLive Transaction
 #: 100326485
 Receipt #: 312775
 Cashier Date: 9/28/2006 10:21:06
 AM (TBAER)



Print Date:

9/28/2006 10:21:18 AM

Customer Information	Transaction Information	Payment Summary
(DSDB) DeBoest, Stockman, Decker, Broughton & Hagan, P.A. FM Pick-up Box # 23 P.O. Box 1470 FORT MYERS, FL 33902	DateReceived: 09/28/2006 Source Code: Ft. Myers Office Q Code: Mail Return Code: Pick Up Box Trans Type: Recording Agent Ref Num:	Total Fees \$146.00 Total Payments \$146.00

1 Payments

CHECK 14787	\$146.00
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1 Recorded Items

(CER) Certificate	CFN:2006000373543 Date:9/28/2006 10:21:02 AM <i>From: TERRAPIN WOOD PROPERTY OWNERS ASSOCIATION INC To:</i>
Recording @ 1st=\$10 Add'l=\$8.50 ea.	17 \$146.00
Indexing @ 1st 4 Names Free, Add'l=\$1 ea.	1 \$0.00

0 Search Items

0 Miscellaneous Items

PREPARED BY:
RICHARD D. DeBOEST II, ESQ.
ATTORNEY AT LAW
1415 HENDRY ST.
FORT MYERS, FL 33901
Tel: (239) 334-1381

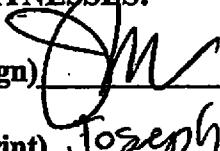
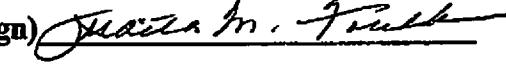
INSTR # 2006000373543, Pages 17
Doc Type CER, Recorded 09/28/2006 at 10:21 AM,
Charlie Green, Lee County Clerk of Circuit Court
Rec. Fee \$146.00
Deputy Clerk TBAER
#1

CERTIFICATE OF RECORDING BYLAWS
OF
TERRAPIN WOOD PROPERTY OWNERS' ASSOCIATION, INC.

THE UNDERSIGNED being the President of TERRAPIN WOOD PROPERTY OWNERS' ASSOCIATION, INC., a Florida non-profit corporation, does hereby certify that the attached first Bylaws of the Association were adopted by the Board of Directors at a properly noticed meeting of the Board held on the 16th day of September, 2006. The original Declaration of Protective Covenants for Terrapin Wood are recorded in Official Record Book 2778, Page 848, et seq., Public Record of Lee County, Florida.

Dated this 16th day of September, 2006.

WITNESSES:

(Sign) 
(Print) Joseph Dempsey
(Sign) 
(Print) JUDITH M. FAULKNER

TERRAPIN WOOD PROPERTY OWNERS' ASSOCIATION, INC.

BY: 
President of the Association
Robert Morrison

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 16th day of September, 2006 by Robert Morrison, as President of TERRAPIN WOOD PROPERTY OWNERS', INC., a Florida non-profit corporation, on behalf of said corporation. Said person is personally known to me or has produced _____ as identification and did take an oath.



Tracy Wine-Comwell
MY COMMISSION # DD250024 EXPIRES
September 15, 2007
BONDED THRU TROY FARM INSURANCE, INC.

NOTARY PUBLIC:
Tracy Wine-Comwell
STATE OF FLORIDA (SEAL)
My Commission Expires:

BY-LAWS OF
TERRAPIN WOOD PROPERTY OWNER'S ASSOCIATION, INC.

1. GENERAL. These are By-Laws of the Terrapin Wood Property Owner's Association, Inc., hereinafter the "Association", a corporation not for profit organized under the laws of Florida as a community association for the purpose of operating a residential community. All prior Bylaws, if any, are hereby revoked and superseded in their entirety.

1.1 Principal Office. The principal office of the Association shall be at such location within Lee County, Florida as may be determined from time to time by the Board of Directors.

1.2 Seal. The seal of the Association shall be inscribed with the name of the Association, the year of its organization, and the words "Florida" and "corporation not for profit". The seal may be used by causing it or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the corporation where a seal may be required.

2. MEMBERS. The members of the Association are the record owners of legal title to the Fifty-four (54) lots. In the case of a residential lot subject to an agreement for deed, the purchaser in possession shall be deemed the owner of the residential lot solely for purposes of determining use rights.

2.1. Change of Membership. A change of membership shall become effective after all of the following events have occurred.

a) Recording in the Public Records of a Deed or other instrument evidencing legal title to the unit in the member.

b) Delivery to the Association of a copy of the recorded deed or other instrument evidencing title.

c) Designation, in writing, of a primary occupant, which is required when title to a lot is held in the name of two (2) or more persons who are not husband and wife, or by a trustee or a corporation or other entity which is not a natural person.

2.2. Voting Interests. The members of the Association are entitled to one (1) vote for each residential lot owned by them. The total number of possible votes (the voting interests) of the Association is fifty-four (54), which represents the total number of residential lots in Terrapin Wood. The vote of a residential lot is not divisible. The right to vote may be denied because of delinquent assessments. If a residential lot is owned by one (1) natural person, the right to vote shall be established by the record title to the residential lot. If a residential lot is owned jointly by two (2) or more natural persons, that residential lot's vote may be cast by any one (1) of the record owners. If two (2) or more owners of a residential lot do not agree among themselves how their one (1) shall be cast on any issue, that vote shall not be counted for any purpose. If the owner of a residential lot is other than a natural person, the vote of that residential lot shall be cast by the residential lot's primary occupant.

2.3. Approval or Disapproval of Matters. Whenever the decision or approval of a residential lot owner is required upon any matter, whether or not the subject of an Association meeting, the decision or other response may be expressed by any person authorized to cast the vote of the residential lot at an Association meeting, as stated in Section 2.2. above, unless the joiner of all record owners is specifically required.

2.4. Change of Membership. A change of membership in the Association shall be established by the new member's membership becoming effective as provided for in Section 2.1 above. At that time, the membership of the prior owner shall be terminated automatically.

2.5. Termination of Membership. The termination of membership in the Association does not relieve or release any former member from liability or obligation incurred under or in any way connected with the Association during the period of his membership, nor does it impair any rights or remedies the Association may have against any former owner or member arising out of or in any way connected with such ownership and membership and

3. MEMBER'S MEETINGS; VOTING

- 3.1. Annual Meeting. There shall be an annual meeting of the members in each calendar year. The annual meeting shall be held in Lee County, Florida, each year in the first calendar quarter at a date, time and place designated by the Board of Directors, for the purpose of electing Directors and transacting any other business duly authorized to be transacted by the members.
- 3.2. Special Member's Meetings. Special member's meetings must be held whenever called by the President or by a majority of the Directors, and may also be called by members having at least twenty percent (20%) of the voting interests. The business at any special meeting shall be limited to the items specified in the notice of meeting.
- 3.3. Notice Meetings; Waiver of Notice. Notices of all member's meetings must state the date, time and place of the meeting. Notice of special meetings must also include a description of the purpose or purposes for which the meeting is called. The notice must be mailed to each member at the member's address as it appears on the books of the Association at least 14 days before the meeting or and posted in a conspicuous place in the community at least 14 days before the meeting. The members are responsible for providing the Association with any change of address. If ownership of a residential lot is transferred after notice has been mailed, no separate notice to the new owner is required. Attendance at any meeting by a member constitutes waiver of notice by the member, unless the member objects to the lack of notice at the beginning of the meeting. A member may also waive notice of any meeting at any time by written waiver.
- 3.4. Quorum. A quorum at member's meeting shall be attained by the presence; either in person or by proxy, of persons entitled to cast at least thirty percent (30%) of the votes of the entire membership.
- 3.5. Vote Required. The acts approved by a majority of the votes cast by eligible voters at a meeting of the members at which a quorum has been attained shall be binding upon all residential unit owners for all purposes, except where a different number of votes is expressly required by law or by an provision of the governing documents.
- 3.6. Proxy Voting. Members may cast their votes at a meeting in person or by proxy. A proxy shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting. No proxy shall be valid for a period longer than ninety (90)

days after the date of the first meeting for which it was given. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, signed by the person authorized to cast the vote for the residential lot, specify the date, time and place of the meeting for which it is given and the original must be delivered to the Secretary by the appointed time of the meeting or adjournment thereof. No proxy shall be valid if it names more than one (1) person as the holder of the proxy, but the holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy. Holders of proxies need not be members.

- 3.7. Adjourned Meetings. Any duly called meeting of the members may be adjourned to be reconvened at a later time by vote of the majority of the voting interests present, regardless of whether a quorum has been attained. When a meeting is so adjourned it shall be necessary to give further notice of the time and place of its continuance to the membership. However, such notice may be less than fourteen (14) days, but must be at least forty-eight (48) hours. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted when the meeting is reconvened, but only if a quorum is present.
- 3.8. Order of Business. The order of business at member's meetings shall be substantially as follows:
 - a) Call of the roll or determination of quorum
 - b) Reading or disposal of minutes of last member's meeting
 - c) Reports of Officers
 - d) Reports of Committees
 - e) Nomination and Election of Directors (annual meeting only)
 - f) Unfinished Business
 - g) New Business
 - h) Adjournment
- 3.9. Minutes. Minutes of all meetings of the members and of the Board of Directors shall be kept in a businesslike manner, available for inspection by members or their authorized representatives at all reasonable times. Minutes must be reduced to written form within thirty (30) days after the meeting.

3.10. Parliamentary Rules. Robert's Rules of Order (last edition) shall govern the conduct of the Association meetings when not in conflict with the law, with the Declaration, or with the Articles or Bylaws. The presiding officer may appoint a Parliamentarian whose decision on questions of parliamentary procedure shall be final. Any question or point of order not raised at the meeting to which it relates shall be deemed waived.

4. **BOARD OF DIRECTORS.** The administration of the affairs of the Association shall be by a Board of Directors. All powers and duties granted to the Association by law, as modified and explained in the Declaration, Articles and Bylaws, shall be exercised by the Board, subject to approval or consent of the residential owners only when such is specifically required.

4.1. Number and Terms of Office. The number of Directors which shall constitute the whole Board of Directors shall be no less than three (3) nor more than five (5) as determined by the Board from time to time. In order to provide for continuity of experience it is the intention of these Bylaws that a system of staggered terms be created and thereafter maintained. Thus, at the next election following the adoption of these amendments five (5) Directors shall be elected. The three (3) Directors receiving the most number of votes shall be elected to two (2) year terms each and the two (2) Directors receiving the fourth and fifth most number of votes shall be elected to terms of one (1) year each. If the election is uncontested the Directors shall determine which Directors take the longer terms by agreement and in the absence of agreement it shall be determined by the drawing of straws. Thereafter, all Directors shall be elected for a term of two (2) years. A Director's term will end at the annual election at which his successor is to be duly elected, unless he sooner resigns or is recalled as provided for in Section 4.5 below. Directors shall be elected by the members as described in Section 4.3 below, or in the case of a vacancy, as provided for in Section 4.4 below.

4.2. Qualifications. Each Director must be a residential lot owner or the spouse of a residential lot owner.

4.3. Nominations and Elections. Nominations for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors and two (2) or more members of the Association. The

Nominating Committee shall be appointed by the Board of Directors prior to the annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration and these By-Laws. The persons receiving the largest number of votes shall be elected, except that a run-off shall be held to break a tie vote. Cumulative voting is not permitted.

4.4. Resignation; Vacancies on the Board. Any Director may resign at any time by giving written notice to the Association, and unless otherwise specified therein, the resignation shall become effective upon receipt. If the office of any Director becomes vacant for any reason, a successor shall be elected at a special meeting of the Board of Directors of the Association. The successor so elected shall fill the remaining unexpired term of the Director being replaced. If for any reason circumstances shall arise in which no Directors are serving and the entire Board is vacant, the members shall elect successors at a special meeting.

4.5. Removal of Directors. Any Director may be removed, with or without cause by a majority vote of the voting interests, either by a written petition or at a meeting called for that purpose. If a special meeting is called by twenty percent (20%) of the voting interests for the purpose of recall, the notice of the meeting must be accompanied by a dated copy of the signature list, stating the purpose of the signatures. The meeting must be held not less than fourteen (14) days nor more than sixty (60) days from the date that notice of the meeting is given. If removal is effected by petition, the vacancy or vacancies shall be filled as provided for in Section 4.4 above. If removal is effected at a meeting any vacancies created thereby shall be filled by the members at the same meeting. Any Director who is removed from office is not eligible to stand again for election to the Board until the next annual election, and must turn over to the Association within seventy-two (72) hours any and all records and other property of the corporation in his possession. If a Director who is removed does not relinquish his office or turn over records as required, the

circuit court in the county where the Association has its principal office may summarily order the Director to relinquish his office and turn over corporate records upon application of any member. In any such action, the prevailing party shall be entitled to recover its attorney fees and costs.

- 4.6. Organizational Meeting. The organizational meeting of a new Board of Directors shall be held within ten (10) days after the election of new Directors, at such place and time as may be fixed and announced by the Directors at the annual meeting at which they were elected.
- 4.7. Other Meetings. Meetings of the Board may be held at such time and place in Lee County, Florida, as shall be determined from time to time by the President or by a majority of the Directors. Notice of meetings shall be given to each Director, personally or by mail, telephone, electronic transmission (email or fax) or telegram at least forty-eight (48) hours before the meeting.
- 4.8. Notice to Owners. Meetings of the Board of Directors shall be open to members except for meetings between the Board and its attorney with respect to proposed or pending litigation where the discussion would otherwise be governed by the attorney-client privilege, and notices of all Board meetings, together with an agenda, shall be posted conspicuously in the community at least forty-eight (48) continuous hours in advance of each Board meeting, except in an emergency. Notice of any Board meeting at which assessments are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of the assessments. If an assessment or rules that regulate the use of parcels in the community may be adopted, amended, or revoked is to be discussed at a board meeting, the notice must be mailed or posted at least fourteen (14) days prior to the date of the meeting.
- 4.9. Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting, and such waiver is deemed equivalent to the giving of notice. If all Directors are present at a meeting, no notice to Directors shall be required.
- 4.10. Quorum of Directors. A quorum at a Board meeting shall be attained by the presence in person of a majority of all Directors. Directors may participate in any meeting of the Board, or meeting of an executive or other committee, by means of a conference telephone call or similar communicative arrangement whereby all persons present can hear and speak

to all other persons. Participation by such means shall be deemed equivalent to presence in person at a meeting.

- 4.11. Vote Required. The acts approved by a majority of those Directors present and voting at a meeting at which a quorum has been attained shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the governing documents or by applicable statutes. A Director who is present at a meeting of the Board is deemed to have voted in favor of every action taken, unless he voted against such action or abstained from voting because of an asserted conflict of interest. The vote or abstention of each Director present on each issue voted upon shall be recorded in the minutes of each meeting. Directors may not vote by proxy or secret ballot at Board meetings, except that secret ballots may be used in the election or removal of officers.
- 4.12. Adjourned Meetings. A majority of the Directors present at any meeting of the Board of Directors, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a specified later time. When the meeting is reconvened, provided a quorum is present, any business that might have been transacted at the meeting originally called may be transacted.
- 4.13. The Presiding Officer. The President of the Association, or in his absence, the Vice-President, is the presiding officer at all meetings of the Board. If neither officer is present, the presiding officer shall be selected by majority vote of the Directors present.
- 4.14. Director's Fees and Reimbursement of Expenses. Neither Directors nor officers shall receive compensation for their services as such. Directors and officers may be reimbursed for all actual and proper out-of-pocket expenses related to the proper discharge of their respective duties.
- 4.15. Committees. The Board of Directors may appoint from time to time such standing or temporary committees, including a search committee, as the Board may deem necessary and convenient for the efficient and effective operation of the Association. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee. Only committees assigned with the power to make final decisions regarding the expenditure of association funds or committees vested with the power to approve or disapprove architectural decisions with respect to specific parcel of residential property owned by a member of the community are required to hold meetings that are open to

members and notice and hold their meetings with the same formalities as required for Board meetings. Committees vested with the power to approve or disapprove architectural decisions with respect to a specified parcel of residential property owned by a member of the community may not vote by proxy or secret ballot.

4.16. Emergency Powers. In the event of any "emergency" as defined in Section 4.16(g) below, the Board of Directors may exercise the emergency powers described in this Section, and any other emergency powers authorized by Sections 617.0207, (emergency Bylaws) and 617.0303, (emergency powers), Florida Statutes, as amended from time to time.

- a) The Board may name as assistant officers, persons who are not Directors, which assistant officers shall have the same authority as the executive officers to whom they are assistant during the period of the emergency, to accommodate the incapacity of any officer of the Association.
- b) The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.
- c) During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The Director or Directors in attendance at such a meeting shall constitute a quorum.
- d) Corporate action taken in good faith during what is reasonably believed to be an emergency under this Section to further the ordinary affairs of the Association shall bind the Association; and shall have the rebuttal presumption of being reasonable and necessary.
- e) Any officer, director, or employee of the Association acting with a reasonable belief that his actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of willful misconduct.
- f) These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.
- g) An "emergency" exists for purposes of this Section during the time when a quorum of the Board cannot readily be assembled because of the occurrence or imminent occurrence of a catastrophic event, such as a hurricane, earthquake, act of war, civil unrest or terrorism, or other similar event. An "emergency" also exists during the

period of time that civil authorities have declared that a state of emergency exists in, or have ordered the evacuation of the area in which Terrapin Wood is located, or have declared that area a "disaster area". A determination by any two (2) Directors, or by the President, that an emergency exists shall have presumptive validity.

5. OFFICERS

5.1. Officers and Elections. The executive officers of the Association shall be a President, and a Vice-President, a Treasurer and a Secretary, who must be Directors. All of whom shall be elected annually by a majority vote of the Board of Directors. Any officer may be removed with or without cause at any meeting by vote of a majority of the Directors. Any person except the President may hold two (2) or more offices. The board may, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association. If the Board so determines, there may be more than one (1) Vice-President.

5.2. President. The President shall be the chief executive officer of the Association; shall preside at all meetings of the members and Directors; shall be an *ex-officio* member of all standing committees; shall have general and active management of the business of the Association; and shall see that all orders and resolutions of the Board are carried into effect. The President shall execute bonds, mortgages and other contracts and documents requiring the seal of the Association, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board of Directors to some other officer or agent of the Association.

5.3. Vice-Presidents. The Vice-presidents, in the order of their seniority shall, in the absence or disability of the President, perform the duties and exercise the powers of the President, and they shall perform such other duties as the Board of Directors shall assign.

5.4. Secretary. The Secretary shall attend meetings of the Board of Directors and all meetings of the members and shall cause all votes and the minutes of all proceedings to be recorded in a book or books to be kept for the purpose, and shall perform like duties for standing committees when required. The Secretary shall give, or cause to be given, proper notice of all meetings of the members, and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board or the President. The Secretary shall keep in safe custody the seal of the Association and, when authorized by the Board, affix

the same to any instrument requiring it. The Secretary shall be responsible for the proper recording of all duly adopted amendments to the governing documents. Any of the foregoing duties may be performed by an Assistant Secretary or manager, if one has been designated.

5.5. Treasurer. The Treasurer shall have the custody of Association funds and securities, and be responsible for the keeping of full and accurate accounts of receipts and disbursements in books belonging to the Association. The Treasurer is responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as are selected by the Board of Directors. The Treasurer shall oversee the disbursement of Association funds, keeping proper vouchers for such disbursements, and shall render to the President and Directors, at meetings of the Board, or whenever they may require it, a full accounting of all transactions and of the financial condition of the Association. The Treasurer shall prepare an annual budget of estimated revenues and expenses to present to the Board of Directors for approval. Any of the foregoing duties may be performed by an Assistant Treasurer, if one is elected or by an agency or manager contracted for the purpose and with overseeing responsibility of the Treasurer.

5.6. Compensation of Officers. No compensation shall be paid to any officer for services as an officer of the Association. This provision does not preclude the Board of Directors from employing officers as employees of the Association.

6. **FISCAL MATTERS.** The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions:

6.1. Depository. The Association shall maintain its funds in such federally insured accounts at financial institutions in the State of Florida as shall be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board. The Board may invest Association funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securities and other similar investment vehicles.

6.2. Accounts of the Association. The Association shall maintain its accounting books and records according to generally accepted accounting principles. There shall be an account for each residential unit. Such accounts shall designate the name and mailing address of

each residential unit, the amount and due date of each assessment or charge against the residential unit, amounts paid, date of payment and the balance due.

6.3. Budget. The Treasurer shall prepare and the Board of Directors shall adopt a budget of Association estimated revenues and expenses for each coming fiscal year. Once adopted, the Association shall provide to each member a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the member. The proposed budget shall be detailed and shall show the amounts budgeted by accounts and revenue and expense classifications. The estimated surplus or deficit as of the end of the current year shall be shown and all fees or charges for recreational amenities shall be set out separately.

6.4. Reserves. The Board of Directors may establish in the budget one (1) or more restricted reserve accounts for capital expenditures and deferred maintenance. Contingency reserves for unanticipated operating expenses shall be included, if at all, in the operating portion of the budget. These funds may be spent for any purpose approved by the Board. The purpose of reserves is to provide financial stability and to avoid the need for special assessments. The annual amounts proposed to be so reserved shall be shown in the annual budget.

6.5. Assessments; Installments. Regular annual assessments based on an adopted budget shall be paid the first day of each year on January 1. Written notice of each yearly payment shall be sent to the owners of each lot at least fifteen (15) days prior to the due date, but failure to send (or receive) such notice does not excuse the obligation to pay. If an annual budget for a new fiscal year has not been adopted, or if notice of any increase has not been made at the time the yearly payment is due, it shall be presumed that the amount of such payment is the same as the last year's payment and payments shall be continued at such rate until a budget is adopted and new yearly payments are calculated, at which time an appropriate adjustment shall be invoiced for each lot unit.

In addition to any amount that is not paid by the due date, the balance due will be charged eighteen percent (18%) interest per year plus a late fee of five percent (5%) of the unpaid balance or twenty-five dollars (\$25.00) whichever is greater.

6.6. Special Assessments. Special assessments may be imposed by the Board of Directors when necessary to meet unusual, unexpected, unbudgeted or non-recurring expenses, or for

such other purposes as are authorized by the Declaration and these Bylaws.. Special assessments are due on the day specified in the resolution of the Board approving such assessment. The total of all special assessments coming due in any fiscal year shall not exceed fifteen percent (15%) of the total annual budget for that year, including reserves unless a majority of the voting interests first consent. The notice of any Board meeting at which special assessments will be considered shall be given as provided in Section 4.8 above; and the notice to the owners that the assessment has been levied must contain a statement of the purpose(s) of the assessment. The funds collected must be spent for the stated purpose(s) or returned to the members as provided by law.

- 6.7. Fidelity Bonds. The President, Treasurer, and all other persons who are authorized to sign checks, shall be bonded in such amounts as may be required by law or otherwise determined by the Board of Directors. The premiums on such bonds are a common expense.
- 6.8. Financial Reports. Not later than sixty (60) days after the close of each fiscal year, the Board shall cause to be prepared and made available to the owners of each residential unit a financial report as required by Chapter 720 Florida Statutes.
- 6.9. Audits. A formal, certified audit of the accounts of the Association, if required by law, by vote of a majority of the voting interests, or by a majority of the Directors, shall be made by a Certified Public Accountant, and a copy of the audit report shall be available to all members.
- 6.10. Application of Payments and Co-Mingling of Funds. All monies collected by the Association may be co-mingled in a single fund or divided into two (2) or more funds, as determined by the Board of Directors. All payments on account by a unit owner shall be applied in the following order: first to interest, late fees, costs, attorney fees, fines, other charges, and then to the oldest unpaid assessment regardless of any restrictive endorsement or direction.
- 6.11. Fiscal Year. The fiscal year for the Association shall begin on the first day of January of each calendar year.
- 6.12. Fees. Within fifteen (15) days after request by a lot owner or mortgagee, the Association shall provide a certificate (sometimes referred to as an 'estoppel letter') stating whether all assessments and other monies owed to the Association by the lot owner with respect to the lot have been paid. Any person other than the lot owner who relies

upon such certificate shall be protected thereby. The Association may charge up to \$150.00 for issuing an Estoppel Certificate. The actual amount shall be determined by the Board of Directors from time to time.

The Association may, but is not obligated to respond to mortgagee questionnaires. If the Association chooses to respond to a mortgagee questionnaire, the Association may charge up to \$150.00 (in addition to any charge for an Estoppel Letter) plus attorney's fees for doing so.

7. RULES AND REGULATIONS; USE RESTRICTIONS. The Board of Directors may, from time to time, adopt and amend administrative rules and regulations governing the use, maintenance, management and control of the common elements and the operation of the Association. Copies of such rules and regulations shall be furnished to each residential unit owner.

8. COMPLIANCE AND DEFAULT; REMEDIES. In addition to the remedies provided in the Declaration, the following shall apply:

8.1. Fines; suspensions. The Board of Directors may levy fines and/or suspensions against members, who commit violations of Chapter 720, Florida Statues, the provisions of the governing documents, or the rules and regulations, or who condone such violations by their family members or guests. Fines shall be in amounts deemed necessary by the Board to deter future violations, but in no event shall any fine exceed the maximum amount allowed by law. Suspensions of the members voting rights may be imposed for a reasonable period of time to deter future violations. The procedure for imposing fines shall be as follows:

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

- 1) a statement of the date, time and place of the hearing;
- 2) a specific designation of the provisions of the Chapter 720, Florida Statues, the governing documents or the rules which are alleged to have been violated;
- 3) a short and plain statement of the specific facts giving rise to the alleged violations(s); and
- 4) the possible amounts of any proposed fine and/or possible voting rights to be suspended.

- b) Hearing. At the hearing, the party against whom the fine and/or suspensions may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and to review, challenge, and respond to any evidence or testimony presented by the Association. The hearing shall be conducted before a panel of three (3) residential unit owners, appointed by the Board, none of whom may then be serving as Directors or officers, or who are employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee. If the committee, by majority vote, does not agree with the proposed fine and/or suspension, it may not be levied or imposed. If the committee agrees with the proposed fine and/or suspensions, the Board of Directors shall levy same.
- c) Collection of Fines. Any fine not paid within thirty (30) days shall if allowed by law become a lien on the lot of the owner or member who owes the fine. Said lien may be foreclosed in the same manner as a lien for assessments as provided for in the Declaration. The fine shall also be a personal obligation of the person fined.

8.2 Correction of Health and Safety Hazards. Any violations of the Association rules which create conditions of the property which are deemed by the Board of Directors to be a hazard to the public health or safety may be dealt with immediately as an emergency matter by the Association and the cost thereof shall be charged to the residential unit owner.

9. AMENDMENTS OF BYLAWS. Amendments to these bylaws shall be proposed and adopted in the following manner:

- 9.1. Proposal. Amendments to these Bylaws may be proposed by any member of the Board.
- 9.2. Procedure. Upon any amendment or amendments to these Bylaws being properly proposed, the proposed amendment or amendments shall be submitted to a vote of the Board not later than sixty (60) days after proposal at a meeting for which proper notice is given.
- 9.3. Vote Required. Except as otherwise provided by law, or by specific provision of the governing documents, these Bylaws may be amended by concurrence of at least two-thirds (2/3's) of the voting interests of the Association present and voting at a meeting called for

the purpose, provided that notice of any proposed amendment has been given in accordance with State Statutes.

9.4. Recording; Effective Date. A copy of each adopted amendment shall be attached to a certificate reciting that the amendment was duly adopted, which certificate shall be executed by the President or Vice-President of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Record where the Declaration of Protective Covenants is recorded. A copy of the recorded document will be sent to all property owners.

10. MISCELLANEOUS.

10.1. Gender; Number. Whenever the masculine or singular form of a pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, as the context requires.

10.2. Severability. If any portion of these Bylaws is void or become unenforceable, the remaining provisions shall remain in full force and effect.

10.3. Conflict. If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these bylaws and the Declaration of Covenants, Conditions and Restrictions, or the Association's Articles of Incorporation, the provisions of the Declaration of Articles of Incorporation shall prevail over the provisions of these Bylaws and provisions of Chapter 617, Corporation Not for Profit Act and Chapter 720, Homeowner Association Act, Florida Statutes.

10.4. Indemnification. The Association shall indemnify any person made a party to any action, suit or proceeding, whether civil or criminal, by reason of the fact that he, his testator, or intestate is or was a director, officer, or employee of the Association, against the reasonable expenses, including attorneys, fees, actual and reasonably incurred by him in connection with the defense of the action, suit, or proceeding or in connection with any appeal in it. This right of indemnification shall not apply (1) in relation to matters as to which the director, officer or employee shall be adjudged in the action, suit, or proceeding to be liable for negligence or misconduct in the performance of duty to the Association or (2) in relation to matters in any such action, suit, or proceeding that are settled or compromised. The right to indemnification conferred by this section shall not restrict the power of the Association to make any indemnification permitted by law.