

**DECLARATION OF COVENANTS, RESTRICTIONS AND
CONDITIONS
FOR THE FAIRWAYS OF HERONS GLEN**

THIS RESTATED DECLARATION OF COVENANTS, RESTRICTIONS AND CONDITIONS FOR THE FAIRWAYS OF HERONS GLEN (this "Declaration") is made this 11th Day of November, 2013 by The Fairways of Herons Glen Association, Inc. a Florida not-for-profit corporation ("Association").

RECITALS

This Declaration is a covenant running with all of the land comprising The Fairways of Herons Glen Association, Inc., as described in Exhibit "A", and each present and future owner of interests therein and their heirs, successors and assigns are hereby subject to this Declaration.

STATEMENT OF BACKGROUND INFORMATION

A. Coolidge - Ft. Myers Realty Limited Partnership filed a Declaration of Restrictions and Covenants For The Fairways of Herons Glen, as recorded in Official Record Book 4366, Page 222 et seq. and amended in OR Book 4474, Page 0436 et seq. of the Public Records of Lee County, Florida (the "Prior Declaration").

B. The Fairways of Herons Glen Association, Inc. desires to restate the terms and conditions contained in the Prior Declaration.

C. This Restated Declaration of Covenants, Restrictions and Conditions for The Fairways of Herons Glen Association, Inc. (this Declaration) has received the necessary sixty-six and two-thirds percent (66 2/3%) of the Board affirmative vote and seventy-five percent (75%) affirmative vote of all votes in the Association which was required to amend the Prior Declaration.

D. This Restated Declaration of Covenants, Restrictions and Conditions for The Fairways of Herons Glen Association, Inc., as amended from time to time (this "Declaration") supersedes and replaces the Prior Declaration.

STATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS

The properties described in "Exhibit A" shall be held, transferred, sold, and conveyed subject to the following covenants, conditions, restrictions and easements, reservations, assessments, closing, liens, charges and other provisions set forth in the Declaration and which shall run with such property, be binding on all parties and inure to the benefit of each owner thereof.

**ARTICLE I
DEFINITIONS**

In addition to the terms defined elsewhere in this Declaration, all initially capitalized terms herein shall have the following meanings:

"Articles" shall mean the Articles of Incorporation of The Fairways of Herons Glen Association, Inc. filed with the Florida Secretary of State and made a part hereof, as amended from time to time.

"Assessments" shall mean any assessments made in accordance with this Declaration and Florida Statutes.

"Association" shall mean The Fairways of Herons Glen Association, Inc., its successors and assigns.

"Association Documents" shall mean this Declaration, the Articles, the By-Laws, the Rules and Regulations, and the Community Standards, as amended from time to time.

"Board" shall mean the Board of Directors of the Association.

"By-Laws" shall mean the By-Laws of the Association as amended from time to time.

"Community Standards" shall mean such standards of conduct, maintenance, architectural and horticultural control or other activity as defined by the Fairways Association.

"Declaration" shall mean this Declaration together with all amendments and modifications thereof.

"The Fairways of Herons Glen" shall mean all of the real property described on Exhibit "A" and shall include each Home, each Parcel, Lot, tract, unit or other subdivision of real property, subject to additions and deletions thereto as permitted pursuant to the terms of this Declaration.

"Home" shall mean each single-family residence and appurtenances thereto constructed within The Fairways of Herons Glen. As used herein, the term "Home" shall have the same meaning as the term "Lot" defined herein.

"Individual Assessments" shall have the meaning set forth herein.

"Herons Glen" shall have the meaning set forth in the Master Declaration.

"Lot" shall mean any platted residential lot shown on a Plat filed in Lee County, Florida, as shown in Exhibit "A".

"Master Association" shall mean Herons Glen Homeowners Association, Inc. a Florida not-for-profit corporation.

"Master Declaration" shall mean the Restated Declaration of Covenants, Conditions and Restrictions for Herons Glen as amended and as recorded in Official Records Book 3142 at Pages 3327-3415 in the Public Records of Lee County, Florida, as the same may be further amended from time to time. The Fairways of Herons Glen is a neighborhood within the overall community known as Herons Glen. Each owner and lot is also subject to the Master Declaration.

"Operating Costs" shall mean all costs and expenses of Association including, without limitation, all costs of ownership; operation; administration; all amounts payable by Association; salaries; management fees; professional fees; service costs; supplies; and any and all costs relating to the discharge of the obligations hereunder, or as determined to be part of the Operating Costs by Association.

"Owner" shall mean the record owner (whether one or more persons or entities) of fee simple title to any Home.

"Plat" shall mean the Plat of The Fairways of Herons Glen filed in the Public Records as described in Exhibit "A".

"Public Records" shall mean the Public Records of Lee County, Florida.

"Quarterly Assessments" shall have the meaning set forth herein.

"Rules and Regulations" shall mean collectively the Rules and Regulations governing The Fairways of Herons Glen as adopted by the Board from time to time.

"Special Assessments" shall mean those Assessments more particularly described as Special Assessments herein.

"Tenant" shall mean the lessee named in any written lease respecting a Home who is legally entitled to possession of any rental Home within The Fairways of Herons Glen.

"Turnover Date" shall mean December 8, 2006 when the Developer conveyed the Association to the Owners.

ARTICLE II GENERAL PROVISIONS

1. Amendment. This Declaration may be amended by the affirmative vote or written consent, or any combination thereof, of Owners representing sixty-six and two-thirds percent (66 2/3%) of the property owners. Only one vote may be cast per lot.
2. Dissolution. Dissolution is subject to applicable statutes of the State of Florida.
3. Binding Effect and Membership. Each owner, by acceptance of title to a Home or to any portion of The Fairways of Herons Glen and any person claiming by, through or under such Owner agrees to be subject to this Declaration and the provisions herein. The provisions of this Declaration are equitable servitudes and run with the land.
4. Term. The term of this Declaration shall be thirty years and shall automatically renew for successive terms of an additional thirty years each, unless an instrument in writing, adopted in the manner prescribed for amendments, is recorded in the Public Records to limit such term.
5. Transfer. The transfer of the fee title to a lot, whether voluntary or by operation of law, terminating the Owner's title to that lot shall terminate the Owner's rights as they pertain to that lot and shall terminate such Owner's membership in Association. An Owner's rights and privileges under this Declaration are not assignable separately from a lot. The Owner of each lot is entitled to the benefits of, and is burdened with the duties and responsibilities set forth in, the provisions of this Declaration. All parties acquiring any right, title and interest in and to any lot shall be fully bound by the provisions of this Declaration. In no event shall any Owner acquire any rights that are greater than the rights granted to, and limitations placed upon its predecessor in title pursuant to the provisions of this Declaration. In the event that any Owner desires to sell or otherwise transfer title of his or her lot, such Owner shall give the Board at least fourteen (14) days prior written notice of the name and address of the purchaser or transferee, the date on which such transfer of title is to take place, and such other information as the Board may reasonably require. The transferor shall remain jointly and severally liable with the transferee for all obligations of the Owner and the lot pursuant to this Declaration including, without limitation, payment of all Assessments accruing prior to the date of transfer. Until written notice is received as provided in this Section, the transferor and transferee shall be jointly and severally liable for Assessment accruing subsequent to the date of transfer. In the event that upon the conveyance of a lot an Owner fails in the deed of conveyance to reference the imposition of this Declaration on the lot, the transferring Owner shall remain liable for Assessments accruing on the lot from and after the date of conveyance.
6. Membership Upon acceptance of title to a lot, and as more fully provided in the Articles and By-Laws, each Owner shall be a member of Association.
7. Ownership by Entity. In the event that an Owner is other than a natural person, that Owner shall, prior to occupancy of the Home, designate one or more persons who are to be the occupants of the Home and register such persons with Association. All provisions of this Declaration and Rules and Regulations promulgated pursuant thereto shall apply to both such Owner and the designated occupants.

8. Non-Condominium / Non-Cooperative. The Association pursuant to this declaration and the Articles of Incorporation of the Association does not and is not intended to constitute a condominium association or a cooperative association.
9. Voting Interests. Voting interests in Association are governed by the provisions of the Articles and By-Laws.
10. Document Recordation The Association after receiving the required number of votes by the owners shall record document changes. Individual owners may not record documents in conflict with the provisions of this Declaration.
11. Conflicts. In the event of any conflict among this Declaration, the Master Declaration, the Articles, the By-Laws or any of the other Association Documents, the Master Declaration shall control. In the event of any conflict among this Declaration, the Articles, the By-Laws or any of the other Association Documents, the priority of control shall be in the order listed here.
12. Authority of Board. Except when a vote of the members of Association is specifically required, all decisions, duties and obligations of the Association hereunder shall be made by the Board. Association and Owners shall be bound thereby.
13. Severability. Invalidation of any provisions of this Declaration by judgment or court order shall in no way affect any other provision, and the remainder of this Declaration shall remain in full force and effect.
14. Notices. Any notice required to be sent to any person, firm, or entity under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid to the last known address at the time of such mailing. Emails marked "Priority" shall be deemed to have been properly sent, when emailed to the last known email address on file with the Association at the time of the sending. It is the responsibility of each Owner to notify the Association of his, her or its current address, and any contact changes.
15. Florida Statutes. This Declaration shall be subject to Florida statutes.

ARTICLE III MAINTENANCE BY THE ASSOCIATION

1. Lawn Maintenance: The Master Association cuts and edges the grass in the yard of each Home.
2. Landscape Maintenance. The Association will fertilize, weed, and mulch the yard and plant beds of each Home. In addition, the Association shall provide normal trimming of all Shrubs and trees up to twelve (12) feet in height, or to a height as may be contractually agreed upon between the Association and the Vendor.
3. Landscape Additions. No landscape additions or alterations, including planting of additional vegetation, plantings, flowers, trees or shrubs may be made to any home or yard without the express written permission of the Association and the Master Association. Each Owner is responsible for replacing any trees, shrubs, grass, flowers, (whether annual or perennials) or landscaping that require replacement in the yard.—The Board may change the lawn maintenance responsibilities of Association by Board action.
4. Exterior Home Cleaning and Painting. Association shall perform usual and normal exterior roof and soffit cleaning using the methods, terms and conditions determined by the Board to best be employed to perform these tasks. In addition, the Association shall repaint all home exteriors as determined by the Board. In all cases, the Board of Directors shall determine the need and extent to which exteriors of homes and their roofs and soffits are to be cleaned and to which the exteriors of homes are to be painted.

5. Right of Entry. Association is granted a perpetual and irrevocable easement over, under and across The Fairways of Herons Glen, specifically including the roof and exterior of each Home, for the purposes herein expressed, including, without limitation, for inspections to ascertain compliance with the provisions of this Declaration, and for the performance of any maintenance, alteration or repair which it is entitled to perform.

ARTICLE IV RESTRICTIONS

In addition to use restrictions in the Master Declaration, each Owner must comply with the following:

1. Alterations and Additions. No material alteration, addition or modification to a lot or Home exterior, or material change in the appearance thereof, shall be made without the prior written approval of the Association and the Master Association.

2. Control of Contractors. Except for direct services which may be offered to Owners (and then only according to the Rules and Regulations relating thereto as adopted from time to time), no person other than an Association officer, or their delegate, shall direct, supervise, or in any manner attempt to assert any control over any contractor of the Association.

3. Extended Vacation and Absences. In the event a Home will be unoccupied for an extended period, the Home must be prepared prior to departure by: (i) notifying Association; (ii) removing all removable furniture, plants and other objects from outside the Home.; and (iii) designating a responsible firm or individual to care for the Home. The name of the designee shall be furnished to the Master Association. The Fairways Association shall have no responsibility of any nature relating to any unoccupied Home.

4. Lawful Use. No unlawful or obnoxious use shall be made in any portion of The Fairways of Herons Glen. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed.

5. Leases. Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home. All leases or occupancy agreements shall be in writing and a copy of all leases of Homes along with copies of required background checks of the tenant(s) shall be provided to Association if so requested by Association. No Home may be subject to more than two (2) leases in any twelve (12) month period, regardless of the lease term. No time-share or other similar arrangement is permitted. The Owner must make available to the lessee or occupants copies of the Association Documents. No lease term shall be less than thirty (30) days.

6. Mailboxes. Each owner shall be responsible for the maintenance, upkeep, repair and replacement of their individual mailbox and mailbox post which must conform to community standards or be approved by the ARC of the Master Association.

7. Maintenance by Owners. Subject only to Association's obligation to perform Lawn Maintenance and Exterior Home Cleaning and Painting, the Owner shall be responsible for the maintenance, repair and replacement of the home, all lawns, landscaping, including any trees not trimmed by the Association, and any property, structures, improvements, and appurtenances, all of which shall be well maintained, repaired or replaced as necessary by the owner and kept in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of The Fairways of Herons Glen.

8. Weeds and Refuse. No weeds, underbrush, or other unsightly growth shall be permitted to be grown or remain upon any Home. No refuse or unsightly objects shall be allowed to be placed or suffered to remain upon any Home.

9. Nuisances. No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of The Fairways of Herons Glen is permitted.

10. Use of Homes Each Home is restricted to residential use as a residence by the Owner or permitted occupant thereof, its immediate family, guests, tenants and invitees. All must comply with Association documents.

ARTICLE V INSURANCE

1. Association shall maintain the following insurance coverage:

a. Liability Insurance. Commercial general liability insurance coverage providing coverage and limits deemed appropriate by the Board. Such policies must provide that they may not be canceled or substantially modified by any party, without at least thirty (30) days' prior written notice to the Association.

b. Directors and Officers Liability Insurance. Each member of the Board shall be covered by directors and officers liability insurance in such amounts and with such provisions as approved by the Board.

c. Fidelity Bonds. The Association shall maintain a blanket fidelity bond for all directors, officers, trustees, employees of the Association, and all other persons handling or responsible for funds of or administration by the Association.

d. The costs of all insurance maintained by the Association hereunder, and any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof are "Operating Costs".

2. Resident Requirement to Maintain Insurance. Each Owner shall be required to obtain and maintain adequate insurance on his or her Home. Such insurance shall be sufficient for necessary repair or reconstruction work, and related costs. Upon the request of Association, each Owner shall be required to supply the Board with evidence of insurance coverage on his Home which complies with the provisions of this Section.

ARTICLE VI ASSESSMENTS

1. Types of Assessments. Each Owner by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner (whether or not so expressed in the deed), including any purchaser at judicial sale, shall hereafter be deemed to have covenanted and agreed to pay to Association at the time and in the manner required by the Board, assessments or charges and any special assessments as are fixed, established and collected from time to time by Association (collectively, the "Assessments"). All Owners shall pay Assessments.

2. Purpose of Assessments. The Assessments levied by Association shall be used for, among other things, the purpose of promoting the health, safety and welfare of the residents of The Fairways of Herons Glen, and in particular for any obligations assumed by the Association, either contractually or otherwise, including but not limited to the following categories of Assessments as and when levied and deemed payable by the Board.

a. Any quarterly assessment (as determined by the Board) or charge for the purpose of operating the Association and accomplishing any and all of its purposes, as determined in accordance herewith, including, without limitation, payment of Operating Costs and collection of amounts necessary to pay any deficits from prior years' operation (hereinafter "Quarterly Assessments");

b. Any special assessments for emergencies, or nonrecurring expenses (hereinafter "Special Assessments");

c. Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes.

d. Assessments for which one or more Owners (but less than all Owners) within The Fairways of Herons Glen is subject ("Individual Assessments") such as costs of special services provided to a Home or Owner or costs relating to enforcement of the provisions of this Declaration, or costs to the Association for maintenance, repairs, the need for which arose from the act, or failure to act, of such individual Owner.

3. Designation. The designation of Assessment type shall be made by Association.

4. Allocation of Operating Costs. The fiscal year shall be the same as the Master Association; October 1 through September 30.

a. Commencing on the first day of the period covered by the annual budget, and until the adoption of the next annual budget, the Assessments shall be allocated so that each Owner shall pay his or her pro rata portion of Quarterly Assessments, Special Assessments, and Reserves based upon a fraction, the numerator of which is one (1) and the denominator of which is the total number of Lots in The Fairways of Herons Glen.

b. In the event the Operating Costs as estimated in the budget for a particular fiscal year are, after the actual Operating Cost for that period is known, less than the actual costs, then the difference shall, at the election of Association: (i) be added to the calculation of Quarterly Assessments, as applicable, for the next ensuing fiscal year; or (ii) be immediately collected from the Owners as a Special Assessment. Association shall have the unequivocal right to specially assess Owners retroactively on January 1st of any year for any shortfall in Quarterly Assessments, which Special Assessment shall relate back to the date that the Quarterly Assessments could have been made. No vote of the Owners shall be required for such Special Assessment (or for any other Assessment except to the extent specifically provided herein).

c. Each Owner agrees that so long as he or she or it does not pay more than the required amount there shall be no grounds upon which to object to either the method of payment or non-payment by other Owners of any sums due.

5. General Assessments Allocation. Except as hereinafter specified to the contrary, Quarterly Assessments, Special Assessments and Reserves shall be allocated equally to each lot.

6. Individual Assessment. Except as hereinafter specified to the contrary, Individual Assessments shall be made against the Owners benefiting from, or subject to the special service or cost as specified by Association.

7. Budgets. There shall be one (1) budget for the Association. The Association membership consists of the Owners of the seventy-five (75) lots in the Fairways with each lot obligated to pay its pro rata share of the assessments levied by the Association. A copy of the approved budget shall be available upon request at no charge to the Owner.

8. Establishment of Assessments. Assessments shall be established in accordance with the following procedures:

a. Quarterly Assessments shall be established by the adoption of a twelve (12) month operating budget by the Board. The budget shall be in the form required by the Florida Statutes, as amended from time to time. Written notice of the amount and date of commencement thereof shall be given to each Owner not less than ten (10) days in advance of the due date of the first installment thereof. Notwithstanding the foregoing, the budget may cover a period of less than twelve (12) months if the first budget is adopted mid-year or in order to change the fiscal year of the Association.

b. Special Assessments and Individual Assessments against the Owners may be established by Association, from time to time, and shall be payable at such time or time(s) as determined by the Board.

9. Assessment Estoppel Certificates. No Owner shall sell or convey its interest in a Home unless all sums due the Association have been paid in full. Association shall prepare and maintain a ledger noting Assessments due from each Owner. The ledger shall be kept in the office of Association, or its designees, and shall be open to inspection by any Owner. Within fifteen (15) days of receipt of a written request therefore, there shall be furnished to an Owner an estoppel certificate in writing setting forth whether the Assessments have been paid and/or the amount which is due as of any date. As to parties other than Owners who, without knowledge of error, rely on the certificate, the certificate shall be conclusive evidence of the amount of any Assessment therein stated. The Owner requesting the estoppel certificate shall be required to pay Association a reasonable sum to cover the costs of examining records and preparing such estoppel certificate. Each Owner waives his, her, or its rights (if any) to an accounting related to Operating Costs or Assessments.

10. Creation of the Lien and Personal Obligation. Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title to a Home, shall be deemed to have covenanted and agreed that the Assessments, and/or other charges and fees set forth herein, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels of proceedings including appeals, collections and bankruptcy, shall be a charge and continuing lien in favor of Association, encumbering the Home and all personal property located thereon owned by the Owner, against whom each such Assessment is made. The lien is effective from and after recording a Claim of Lien in the Public Records stating the legal description of the Home, name of the Owner, and the amounts due as of that date, but shall relate back to the date that the Prior Declaration was recorded. The Claim of Lien shall also cover any additional amounts which accrue thereafter until satisfied. Each Assessment, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, and other costs and expenses provided for herein, shall be the personal obligation of the person who was the Owner of the Home at the time when the Assessment became due, as well as the Owner's heirs, devisees, personal representatives, successors or assigns.

11. Subordination of the Lien to Mortgages. The lien for Assessments shall not be subordinate to mortgages on any Home, even if the mortgage is recorded in the Public Records prior to the Claim of Lien. The lien for Assessments shall not be affected by any sale or transfer of a Home, including in the event of a sale or transfer (by deed in lieu of foreclosure or otherwise) of a Home pursuant to a foreclosure of a bona fide first mortgage, in which event, the acquirer of title, its successors and assigns, shall continue to be liable for Assessments encumbering the Home or chargeable to the former Owner of the Home which became due prior to such sale or transfer. Any sale or transfer (by deed in lieu of foreclosure or otherwise) pursuant to a foreclosure shall not relieve the Owner from liability for, nor the Home from the lien of, any Assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the payment thereof, or the enforcement of collection by means other than foreclosure.

12. Acceleration. In the event of a default in the payment of any Assessment, Association may accelerate the Assessments then due for up to the next ensuing twelve (12) month period.

13. Non Payment of Assessments. If any Assessment is not paid within fifteen (15) days (or such other period of time established by the Board) after the due date, a late fee of \$25.00 or 5% of the installment due, whichever is greater, (or such greater amount established by Florida Statute), together with interest in an amount equal to the maximum rate allowable by law (or such lesser rate established by the Board), per annum, beginning from the due date until paid in full, may be levied. The late fee shall compensate Association for administrative costs, loss of use of money, and accounting expenses. Association may, at any time thereafter, bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Home, or both. Association shall not be required to bring such an action if it believes that the best interests of Association would not be served by doing so. There shall be added to the Assessment all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, at all levels of proceedings, including appeals, collection and bankruptcy. No Owner may waive or otherwise escape liability for Assessments provided for herein by non-use of, or the waiver of the right to use the Common Areas or by abandonment of a Home.

14. Rights to Pay Assessments and Receive Reimbursement. Association, and any Lender of a Home shall have the right, but not the obligation, jointly and severally, and at their sole option, to pay any Assessments or other charges which are in default and which may or have become a lien or charge against any Home. If so paid, the party paying the same shall be subrogated to the enforcement rights of Association with regard to the amounts due.

15. Mortgagee Right. Each Lender may request in writing that Association notify such Lender of any default of the Owner of the Home subject to the Lender's Mortgage under the Association Documents which default is not cured within thirty (30) days after Association learns of such default. A failure by Association to furnish notice to any Lender shall not result in liability of Association because such notice is given as a courtesy to a Lender and the furnishing of such notice is not an obligation of Association to Lender.

ARTICLE VII INFORMATION TO OWNERS

1. Availability. Current copies of the Association Documents shall be available for inspections to Owners upon request during normal business hours or under other reasonable circumstances.
2. Copying. Any Owner shall be entitled, upon written request, and at its cost, to a copy of the documents referred to above.

ARTICLE VIII ARCHITECTURAL CONTROL

1. In addition to the architectural control provisions in the Master Declaration, any Owner submitting an application to the Master Association with respect to any proposed improvement or material change in an improvement, shall first submit the application to the Association for review and approval to proceed to the Master Association review process.

2. General Plan. It is the intent of this Declaration to create a general plan and scheme of development of The Fairways of Herons Glen. Accordingly, the Association shall have the right to approve or disapprove all architectural, landscaping, and improvements within The fairways of Herons Glen by Owners. The Association shall have the right to evaluate all plans and specifications as to harmony of exterior design, landscaping, location of any proposed improvements, relationship to surrounding structures, topography and conformity with such other reasonable requirements as shall be adopted by Association. The Association may impose standards for construction and development which may be greater or more stringent than standards for construction and development, zoning, or other local governmental codes.

ARTICLE IX
OWNERS LIABILITY

1. No Waiver. The failure to enforce any right, provision, covenant or condition in this Declaration, shall not constitute a waiver of the right to enforce such right, provision, covenant or condition in the future.
2. Rights Cumulative. All rights, remedies, and privileges granted to Association pursuant to any terms, provisions, covenants or conditions of this Declaration, or Community Standards, shall be deemed to be cumulative, and the exercise of anyone or more shall neither be deemed to constitute an election of remedies, nor shall it preclude any of them from pursuing such additional remedies, rights or privileges as may be granted or as it might have by law.
3. Enforcement By or Against Other Persons. In addition to the foregoing, this Declaration or Community Standards may be enforced by Association, and/or Owners, where applicable, by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration or Community Standards shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration or the Community Standards.
4. Fines. Except to the extent prohibited by law, in the event of a violation of the provisions contained herein by an Owner or a person acting by, through, or under an Owner, Association shall have the right to levy reasonable fines up to \$5,000 or suspend the privileges of the Owner or any person acting by, through, or under an Owner. Each fine shall be an Individual Assessment and enforceable pursuant to the provisions of this Declaration and the By-Laws. Each day of an Owner's failure to comply with this Declaration, the Rules and Regulations, the Community Standards, or other rules and regulations promulgated by the Association shall be treated as a separate violation and, be subject to a separate fine. The decisions of Association shall be final. Fines shall be in such reasonable and uniform amounts as Association shall determine. Suspensions and fines shall be imposed in the manner provided in the Florida Statutes, as amended from time to time. The Board shall have the authority to promulgate additional procedures from time to time.
5. Authority of Board. Except when a vote of the membership of Association is specifically required, all decisions, duties, and obligations of Association hereunder may be made by the Board. Association and Owners shall be bound thereby.
6. Severability. Invalidation of any of the provisions of this Declaration by judgment or court order shall in no way affect any other provision, and the remainder of this Declaration shall remain in full force and effect.
7. Notices. Any notice required to be sent to any person, firm; or entity under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, or emailed, to the last known address at the time of such mailing.