

Prepared by and return to:  
Thomas B. Hart, Esquire  
Knott Ebelini Hart  
1625 Hendry Street, Suite 301  
Fort Myers, Florida 33901

**CERTIFICATE OF RECORDING  
AMENDED AND RESTATED**

**ARTICLES OF INCORPORATION OF  
THE MEADOWS OF HERONS GLEN ASSOCIATION, INC.; and**

**AMENDED AND RESTATED  
BY-LAWS OF THE MEADOWS OF HERONS GLEN ASSOCIATION, INC.; and**

**AMENDED AND RESTATED DECLARATION OF COVENANTS,  
RESTRICTIONS AND CONDITIONS FOR THE MEADOWS OF HERONS GLEN**

I HEREBY CERTIFY that the attached Amended and Restated Articles Of Incorporation of The Meadows of Herons Glen Association, Inc. (the "Articles"), attached hereto as Exhibit "A"; and the Amended and Restated Bylaws of The Meadows of Herons Glen Association, Inc., (the "Bylaws"), attached hereto as Exhibit "B"; and the Amended and Restated Declaration of Covenants, Restrictions and Conditions For The Meadows of Herons Glen, (the "Declaration") attached hereto as Exhibit "C"; were each adopted by an affirmative vote or written consent of the Lot owners in The Meadows of Herons Glen and also of the members of The Meadows of Herons Glen Association, Inc., each vote of approval having achieved the necessary seventy-five percent (75%), as required for amendments to each of these documents. The voting by members and lot owners was concluded and counted on March 1, 2024.

Further, the Board of Directors of the Meadows of Herons Glen Association has separately approved each of these Amended and Restated documents, the Articles, Bylaws and Declaration, by the approval of two-thirds of all Board members.

These amendments were pursued and obtained in compliance with Article 12.3 of the previous Articles, as to the amended Articles; and pursuant to Article 12.3 of the previous Bylaws, as to the amended Bylaws; and pursuant to Article 4.3 of the previous Declaration, as to the amended Declaration.

The original Declaration Of Restrictions and Covenants For The Meadows of Herons Glen were recorded on September 9, 2003, at OR Book 04051, Page 2555, et seq., of the Public Records of Lee County, Florida.

The legal description for the real properties to which the Declaration applies is attached hereto as Exhibit "D."

IN WITNESS WHEREOF, this Certification of Recording of the Amended and Restated Articles, Bylaws and Declaration has been executed as follows:

Witness:	The Meadows Of Herons Glen Assoc., Inc.
<u>Nancy E. Raczka</u> Signature of 1 <sup>st</sup> Witness  <u>Nancy E. Raczka</u> Printed Name of 1 <sup>st</sup> Witness	By: <u>Mary Wright</u> Print Name: <u>Mary Wright</u> Title: <u>President</u>
<u>20905 Athenian Lane</u> Address of 1 <sup>st</sup> Witness  <u>North Ft. Myers, FL 33917</u>	Date: <u>3/1/2024</u>
<u>Kimberly Rambo</u> Signature of 2 <sup>nd</sup> Witness  <u>Kimberly Rambo</u> Printed Name of 2 <sup>nd</sup> Witness  <u>2350 Herons Glen Blvd.</u> Address of 2 <sup>nd</sup> Witness  <u>North Ft. Myers, FL 33917</u>	

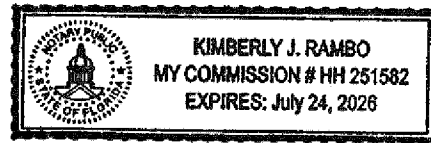
STATE OF FLORIDA  
 COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 1<sup>st</sup> day of March, 2024, by Mary Wright, as President of The Meadows of Herons Glen Association, Inc.,

a Florida not-for-profit corporation, on behalf of the corporation. He/she is  personally known to me or who has produced \_\_\_\_\_ as identification.

Kimberly J. Rambo  
Signature of Notary Public  
Kimberly J Rambo  
Name typed, printed or stamped

My Commission Expires: 7-24-2026



**Exhibit "A"**

[Amended and Restated Articles of Incorporation  
Of The Meadows Of Herons Glen Association, Inc.]

**AMENDED ARTICLES OF  
INCORPORATION OF  
THE MEADOWS OF HERONS GLEN ASSOCIATION, INC.  
(A CORPORATION NOT FOR PROFIT)**

In compliance with the requirements of the Laws of the State of Florida, and for the purpose of forming a corporation not for profit, the undersigned does hereby acknowledge:

1. Name of Corporation. The name of the corporation is The Meadows of Herons Glen Association, Inc. ("Association").
2. Principal Office. The principal office of the Association is 2250 Herons Glen Boulevard, North Fort Myers, Florida 33917.
3. Registered Office – Registered Agent. The street address of the Registered Office of the Association is 1625 Hendry Street, Fort Myers, Florida 33901. The name of the Registered Agent of the Association is: Thomas B. Hart.
4. Definitions. A declaration titled Amended and Restated Declaration of Restrictions and Covenants for The Meadows of Herons Glen (the "Declaration") will be recorded in the Public Records of Lee County, Florida, and shall govern all of the operations of a community to be known as The Meadows of Herons Glen. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.
5. Purpose of the Association. The Association is formed to: (a) perform the duties delegated to it in the Declaration; (b) conduct the business and administer the interests of the Association and the Owners; and to (c) promote the health, safety and welfare of the Owners.
6. Not for Profit. The Association is a not for profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its members.
7. Powers of the Association. The Association shall, subject to the limitations and reservations set forth in the Declaration, have all the powers, privileges and duties reasonably necessary to discharge its obligations, including, but not limited to, the following:
  - 7.1. To perform all the duties and obligations of the Association set forth in the Declaration and By-Laws, as herein provided.
  - 7.2. To enforce, by legal action or otherwise, the provisions of the Declaration and By-Laws and of all rules, regulations, covenants, restrictions and agreements governing or binding the Association.
  - 7.3. To fix, levy, collect and enforce payment, by any lawful means, of all Assessments pursuant to the terms of the Declaration, these Articles and By-Laws.
  - 7.4. To pay all Operating Costs, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of the Association.

7.5. To participate in mergers and consolidations with other non-profit corporations organized for the same purposes.

7.6. To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing the Association, The Meadows of Herons Glen, lots and Homes as provided in the Declaration and to effectuate all of the purposes for which the Association is organized.

7.7. To have and to exercise any and all powers, rights and privileges which a not-for-profit corporation organized under the Laws of the State of Florida may now, or hereafter, have or exercise.

7.8. To employ personnel and retain independent contractors to contract for management of the Association as provided in the Declaration and to delegate in such contract all or any part of the powers and duties of the Association.

7.9. To contract for services to be provided to, or for the benefit of, the Association and Owners as provided in the Declaration. -

7.10. To establish committees and delegate certain of its functions to those committees.

8. Voting Rights. Owners shall have the voting rights set forth in the By-Laws.

9. Board of Directors. The affairs of the Association shall be managed by a Board of not less than three (3) nor more than seven (7) members. Board members shall be appointed and/or elected as stated in the By-Laws. The election of Directors shall be held in the manner set forth in the Bylaws. The names and addresses of the current members of the Board who shall hold office until their successors are appointed or elected, or until removed, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Mary Wright	20921 Athenian Lane, North Fort Myers, FL 33917
Mary Pickett	20868 Athenian Lane, North Fort Myers, FL 33917
John Di Tusa	20904 Athenian Lane, North Fort Myers, FL 33917
Susan Kane	3530 Via Athena, North Fort Myers, FL 33917
Nancy Raczka	20905 Athenian Lane, North Fort Myers, FL 33917

10. Dissolution. In the event of the dissolution of the Association other than incident to a merger or consolidation, any member may petition the Court having jurisdiction of the matter for the appointment of a receiver to manage its affairs of the dissolved Association in the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties.

11. Duration. The Association shall have perpetual existence.

12. Amendments.

These Articles may be amended with the approval of two-thirds (66 2/3%) of the votes of all Voting Interests in the Association voting on such amendment.

13. Limitations.

13.1. Declaration is Paramount. No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

13.2. By-Laws. These Articles shall not be amended in a manner that conflicts with the By-Laws.

14. Incorporator. The name and address of the Incorporator of this Corporation is: NANCY RACZKA, 20905 Athenian Lane, North Fort Myers, Florida 33917.

15. Officers.

The Board shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine.

The names and addresses of the Officers who shall serve until their successors are elected by the Board are as follows:

President:	MARY WRIGHT
Vice President:	MARY PICKETT
Vice President:	JOHN DI TUSA
Secretary:	SUSAN KANE
Treasurer:	NANCY RACZKA

16. Indemnification of Officers and Directors. The Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with the any action, suit or proceeding to which such Director or Officer may be made a party by reason of being or having been a Director or Officer of the Association, including reasonable counsel fees and paraprofessional fees at all levels of proceeding. This indemnification shall not apply to matters wherein the Director or Officer shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of a crime, gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officers may be entitled.

17. Transactions in Which Directors or Officers are Interested. No contract or transaction between the Association and one (1) or more of its Directors or Officers or between the Association and any other corporation, partnership, association, or other organization in which one (1) or more of its Officers or Directors are officers, directors or employees or otherwise interested shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at or participates in meetings of the Board thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that such Director or Officer may be interested in any such contract or transaction. Interested Directors shall disclose the general nature of their interest and may be counted in determining the presence of a quorum at a meeting of the Board which authorized the contract or transaction.

IN WITNESS WHEREOF, for the purpose of amending the Articles of Incorporation of this corporation under the Laws of the State of Florida, the undersigned being the President of this Association, hereby certifies that these Amended Articles of Incorporation were properly approved by the necessary votes of the Board and the membership, as of this \_\_\_\_ day of \_\_\_\_\_, 2024.

By: \_\_\_\_\_  
Its: \_\_\_\_\_ President

**Exhibit "B"**

[Amended and Restated Bylaws  
Of The Meadows Of Herons Glen Association, Inc.]



**Substantial rewording. See governing documents for current wording.**

**AMENDED AND RESTATED  
BY-LAWS  
OF  
THE MEADOWS OF HERONS GLEN ASSOCIATION,  
INC.**

**Article I - Identity**

1. **Name and Location.** The name of the corporation is THE MEADOWS OF HERONS GLEN ASSOCIATION, INC. ("Association"). The principal office of the corporation shall be located at 2250 Herons Glen Boulevard, North Fort Myers, Florida 33917, or at such other location determined by the Board of Directors (the "Board") from time to time.
2. **Definitions.** Terms used in these By-laws which are defined in the Amended and Restated Declaration of Restrictions and Covenants for The Meadows of Herons Glen as ~~restated in 2022~~ recorded in the Public Records of Lee County, Florida (the "Declaration"), shall have the same meanings in these By-laws as in the Declarations.

**Article II – Powers and Duties**

The Association shall have the powers granted to it by Common Law, Florida Statutes, the Declarations, the Articles of Incorporation, and these By-Laws, all of which shall be exercised by the Board of Directors unless the exercise thereof is otherwise restricted in the Declarations, these By-Laws, or the law.

**Article III - Membership**

1. **Voting Interests.** Each Owner shall be a Member of Association. No person who holds an interest in a Home only as security for the performance of an obligation shall be a Member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any lot. There shall be one vote appurtenant to each lot. For the purposes of determining who may exercise the Voting Interest associated with each lot, the following rules shall govern:
  - a. **Lots owned by two or more persons or entities.** Any one of the owners, but not more than one, may exercise the voting interest. In the event that the owners cannot agree, no vote may be exercised in such Lot / Home.
  - b. **Entities.** If a Lot/Home is owned in whole or in part by a corporation, partnership, trust, other legally recognized entity, or by multiple individuals, the owners shall designate one person or agent who shall be treated as the member for the purposes of voting interest associated with the lot. The Board may establish procedures and requirements for the making and receipt of such designations in order to ensure the integrity and order of voting procedures. If a vote is exercised by any one owner and such vote is not disputed by any owner prior to the counting of votes, the Association may accept the vote as valid regardless of any subsequent notice of a dispute.
2. **Liability of Association.** Association may act in reliance upon any writing or instrument or signature, whether original or electronic, which Association, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. So long as Association acts in good faith, Association shall have no liability or obligation with respect to the exercise of Voting Interests, and no election shall be invalidated (in the absence of fraud) on the basis that Association permitted or denied any person the right to

**Substantial rewording. See governing documents for current wording.**

exercise a Voting Interest. In addition, the Board may impose additional requirements respecting the exercise of Voting Interests (e.g., the execution of a Voting Certificate).

**Article IV – Member’s Meetings**

1. **Annual Meetings.** The annual meeting of the Members (the "**Annual Members Meeting**") shall be held at least once each calendar year on a date, at a time, and at a place to be determined by the Board.
2. **Special Meetings of the Members.** Special meetings of the Members (a "**Special Members Meeting**") may be called by the President, a majority of the Board, or upon written request of ten percent (10%) of the Voting Interests of the Members. The business to be conducted at a Special Members Meeting shall be limited to the extent required by Florida Statutes.
3. **Notice of Members Meetings.** Written notice of each Members meeting shall be given by, or at the direction of, any officer of the Board or any management company retained by Association. A copy of the notice shall be mailed/mailed to each Member entitled to vote, postage prepaid, not less than fourteen (14) days before the meeting (provided, however, in the case of an emergency, the notice will be deemed sufficient if communicated in as practicable manner as possible). The notice shall be addressed to the member’s address last appearing on the books of the Association. It will be the responsibility of each Member to provide current mailing and/or email addresses to the Association. The notice shall specify the place, date, and time of the meeting and, in the case of a Special Members Meeting, the purpose of the meeting.
4. **Quorum of Members.** A quorum shall be established by the presence, in person or by proxy, of the Members entitled to cast twenty percent (20%) of the Voting Interests, except as otherwise provided in the Articles, the Declaration, or these By-Laws. Notwithstanding any provision herein to the contrary, in the event that technology permits Members to participate in Members Meetings and vote on matters electronically, then the Board shall have authority, without the joinder of any other party, to revise this provision to establish appropriate quorum requirements.
5. **Adjournment of Members Meetings.** If, however, a quorum shall not be present at any Members meeting, , the Members present shall have power to adjourn the meeting and reschedule it to another date.
6. **Action of Members.** Decisions that require a vote of the Members must be made by a concurrence of a majority of the Voting Interests present in person or by proxy, represented at a meeting at which a quorum has been obtained unless provided otherwise in the Declaration, the Articles, or these By-Laws.
7. **Proxies.** At all meetings, Members may vote their Voting Interests in person or by proxy. All proxies shall comply with the provisions of the Florida Statutes as amended from time to time, be in writing, and be filed with the Secretary at, or prior to, the meeting. Every proxy shall be revocable prior to the meeting for which it is given.

**Article V – Board of Directors**

1. **Number.** The affairs of the Association shall be managed by a Board consisting of three to seven (3 to 7) persons. The number shall be as determined by the Board from time to time. Board members elected by the Members must be Members of Association.
2. **Term of Office.** The election of Directors shall take place at the Annual Members Meeting. Directors shall be elected for a 3 year term ending upon the election of their successors.
3. **Removal.** In the event of a removal pursuant to Article VII, Section 4 herein, or a death or resignation

**Substantial rewording. See governing documents for current wording.**

of a Director elected by the Members, or Board member vacancies for any other reason the remaining Directors may fill such vacancies ~~vacancy~~ by majority vote of the remaining Directors. Directors may be removed with or without cause by the vote or agreement in writing of Members holding a majority of the Voting Interests.

4. **Compensation.** No Director shall receive compensation for any service rendered as a Director to Association; provided, however, any Director may be reimbursed for actual expenses incurred as a Director while in the performance of his or her duties on behalf of the Association. No remuneration shall be accepted by the Board of Directors, Officers or Managing Agent(s) from vendors, independent contractors or others providing goods or services to the Association whether in the form of commissions, finder's fees, service fees, prizes, gifts or otherwise.

5. **Action Taken Without a Meeting.** Except to the extent prohibited by law, the Board shall have the right to take any action without a meeting by obtaining the written approval of the required number of Directors. Any action so approved shall have the same effect as though taken at a meeting of Directors and shall be stated and recorded in the minutes of the next Board Meeting.

6. The Members shall elect all Directors of the Association at or in conjunction with the Annual Members Meeting.

7. **Board Election Process.** Election to the Board shall be by secret written ballot. The persons receiving the largest numbers of votes shall be elected. Cumulative voting is not permitted. In lieu of an election being held entirely during the Annual Meeting, the Election may be conducted as follows:

a. At least forty-five (45) days before the Annual Meeting, the Board shall give official Notice to the membership of the date of the Annual Meeting and of the number of Director positions required to be filled by election. The Notice shall request nominations by Members who wish to run for any open Director positions.

b. Nominations must: be provided to the Secretary of the Association at least thirty (30) days prior to the Annual Meeting; be in writing; be signed by the person nominated; give the name as it is to appear on the Ballot, and give the address of the property in the Meadows in which the nominee has an ownership interest.

c. One ballot will be mailed to each Voting Interest, i.e. the owners of each Lot in the community as determined from the records of the Association. The voting instructions will tell each recipient that an election will be held in conjunction with the Annual Meeting for the election of Board members and that Owners may vote by the absentee method outlined in the Ballot Instructions.

d. The Ballot Instructions will direct each voter who wishes to vote absentee to insert his or her marked ballot into a secrecy envelope (enclosed with the initial mailing) labeled "BALLOT." The "BALLOT" envelope is then to be placed into a second envelope ("Return Envelope") addressed on the front to the Association. The Return envelope with Ballot may be either hand-delivered or mailed to the Secretary of the Association and will only be counted if received prior to the final call for votes announced during the Annual Meeting.

e. The Ballot Instructions will contain a Voter's Certificate certifying that the voter is an authorized voter for his/her Lot and providing that the Voter's Certificate is his/her proxy in the

**Substantial rewording. See governing documents for current wording.**

event that he/she does not attend the Annual meeting.

f. Upon receipt by the Secretary, Proxy Ballots will be deemed to have been voted and may not be thereafter replaced or changed. The Committee, as authorized by the Board, may open and count all Ballots received prior to the Annual Meeting, but must keep the preliminary count confidential until after all ballots have been counted. After the final call for ballots at the Annual Meeting, the Committee will count all additional ballots received. Only one Ballot will be counted for any Lot. The totaled ballot results shall be announced prior to adjournment of the Annual Meeting.

g. If more than one ballot is received for a Lot owned by multiple persons, neither such ballot shall be counted.

h. In the event of a tie vote, the winner shall be determined by chance, such as by drawing lots or by coin flip.

8. **Electronic Voting.** The Association may also conduct elections and other Membership votes by use of internet-based online voting systems so long as such voting is conducted in accord with the Florida electronic voting law applicable to Homeowner Associations, Chapter 720, Florida Statutes.

#### **Article VI – Meeting of Directors**

1. **Regular Meetings.** Regular meetings of the Board shall be held on a schedule adopted by the Board from time to time. Meetings shall be held at such place and hour as may be fixed, from time to time, by the Board.

2. **Special Meetings.** Special meetings of the Board shall be held when called by the President, or by a majority of Directors. Each Director shall be given not less than two (2) days' notice except in the event of an emergency. Notice may be waived. Attendance shall be a waiver of notice. Telephone conferences and other electronic meetings are permitted. Notice may be given by phone and/or other electronic means, such as email.

3. **Emergencies.** In the event of an emergency involving immediate danger of injury or death to any person or damage to property, if a meeting of the Board cannot be immediately convened to determine a course of action, the President or, in his absence, any other officer or director, shall be authorized to take such action on behalf of Association as shall be reasonably required to appropriately respond to the emergency situation, including the expenditure of Association funds in the minimum amount as may be reasonably required under the circumstances. The authority of officers to act in accordance herewith shall remain in effect until either the resolution of the emergency situation or a meeting of the Board convened to act in response thereto occurs.

4. **Quorum.** A majority of the ~~number of~~ Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present in person or by electronic means at a duly held meeting, at which a quorum is present, shall be deemed action of the Board.

5. **Open Meetings.** Meetings of the Board shall be open to all Members, but Members other than the Directors may not participate in any discussion or deliberation until recognized by the Presiding Officer. In such case, the Presiding Officer may limit the time any Member may speak. Notwithstanding the above, the

**Substantial rewording. See governing documents for current wording.**

President may call a Special Meeting, or adjourn any meeting of the Board and reconvene, in executive session, excluding Members, to discuss pending threatened litigation or personnel matters as allowed by law. Board members may use email to communicate with one another, but may not cast any vote by email.

6. **Conduct of Meetings.** The President or other Officer designated by the majority of the Board shall preside over all the meetings of the Board. The proceedings shall be guided by Robert's Rules of Order. The Secretary shall keep minutes of the meetings, which shall record all decisions, actions and resolutions adopted by the Board. A vote or abstention from voting on each matter voted upon for each director present must be recorded in the minutes.

7. **Notice of Board Meetings.** A notice of all Board meetings will be posted on the bulletin board near the Herons Glen HOA Office in accord with the Florida Statutes. In addition, all owners who provide email addresses to the Meadows Board and have consented to receiving official notices from the Association by such means, will be sent meeting notifications via email.

### **Article VII – Powers and Duties of the Board**

1. **Powers.** The Board shall, subject to the limitations and reservations set forth in the Declaration and Articles, have the powers reasonably necessary to manage, operate, maintain and discharge the duties of Association, including, but not limited to, the power to cause Association to do the following:

2. **General.** Exercise all powers, duties and authority vested in or delegated to the Association by law and in these By-Laws, the Articles, and the Declaration, including, without limitation, adopt budgets, levy Assessments.

3. **Rules and Regulations.** Adopt, publish, promulgate and enforce rules and regulations governing the use of The Meadows of Herons Glen by the Members, tenants and their guests and invitees, and to establish penalties and/or fines for the infraction thereof subject only to the requirements of the Florida Statutes, if any.

4. **Declare Vacancies.** Declare the office of a member of the Board to be vacant in the event such Member shall be absent from three (3) consecutive regular Board meetings.

5. **Hire Employees.** Employ, on behalf of Association, managers, independent contractors, or such other employees as it deems necessary, to prescribe their duties and delegate to such manager, contractor, etc., any or all of the duties and functions of Association and / or its officers.

6. **Financial Reports.** Prepare all financial reports required by the Florida Statutes.

7. **Budget.** The Board of Directors, at a duly noticed Board of Directors meeting each year, shall adopt a budget of general expenses and reserves for the next fiscal year. The budget must reflect the estimated revenues and expenses for that year and the estimated surplus or deficit at the end of the current year. The Association shall provide each member with 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 show the amounts budgeted by accounts and expense classifications.

8. **Vote.** The Board shall exercise all powers so granted except where the Declaration, Articles or these By Laws specifically require a vote of the Members.

9. **Obligations of Association.** Association, subject to the provisions of the Declaration, Articles, and these By-Laws shall discharge such duties as necessary in its sole opinion to operate Association

**Substantial rewording. See governing documents for current wording.**

pursuant to the Declaration, including, but not limited to, the following:

- a. Maintain and make available to Members all Official Records.
- b. Supervise all officers, agents and employees of the Association, and see that their duties are properly performed.
- c. . Fix and collect the amount of the Assessments and fines; take all necessary legal action; and pay, or cause to be paid, all obligations of Association or where Association has agreed to do so, of the Members.
- d. Enforce the provisions of the Declaration, Articles, these By-Laws, and Rules and Regulations.

**Article VIII – Fiscal Management**

1. Fiscal Year. The fiscal year of the Association shall commence upon the first day of October and conclude on the thirtieth day of September.
2. Depositories. The funds of the Association shall be deposited in such accounts in Lee County, Florida, as shall be selected by the Board, including checking and savings accounts in one (1) or more banks, certificates of deposit, or money market accounts all in accordance with resolutions approved by the Board. The funds shall be used only for corporate purposes.
3. Expenses. The receipts and expenditures of the Association may be credited and charged to accounts as the Board may determine, in accordance with generally accepted accounting principles as adopted by the Board of Accountancy.
4. Reserve Accounts. The Association acting by and through the Board shall establish and maintain an adequate reserve account for the periodic cleaning of roofs, and painting of homes.
5. Financial Reports. Financial reports shall be prepared monthly and shall contain:
  - a. An income statement reflecting all income and expense activity for the preceding month and year to date on an accrual basis;
  - b. A variance report reflecting the status of all accounts in an “actual” vs. “approved” budget format;
  - c. A balance sheet as of the last day of the preceding month and year to date;
  - d. A delinquency report listing all Members who are delinquent in paying any assessments at the time of the report and describing the status of any action to collect such assessments which remain delinquent. A quarterly Base Assessment shall be considered delinquent fifteen (15) days after the date due unless otherwise determined by the Board of Directors.
6. Legal Instruments: All agreements, contracts, checks and other instruments of the Association shall be executed by the President and Secretary or by such other two (2) Directors as may be designated by resolution of the Board of Directors.

**Article IX – Officers and Their Duties**

1. Officers. The officers of this Association shall be a President, a Vice President, a Secretary, and a

**Substantial rewording. See governing documents for current wording.**

Treasurer and any others appointed by the Board.

2. Election of Officers. Except as set forth below, the election of officers shall be by the Board and may initially take place at the first meeting of the Board following each Annual Members Meeting.

3. Term. The officers of the Association shall hold office until their successors are appointed ~~or elected~~ unless such officer shall sooner resign, be removed by the Board, or otherwise disqualified to serve.

4. Special Appointment. The Board may elect such other officers as the affairs of Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

5. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein. Acceptance of such resignation shall not be necessary to make it effective.

6. Vacancies. A vacancy in any office shall be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the replaced officer.

7. Multiple Offices. No person may hold two Offices in the Association at the same time except those of Secretary and Treasurer.

8. Duties. The duties of the officers of the Association are as follows:

a. President. The President shall be the Chief Executive Officer of the Association and shall act as Presiding Officer at all meetings of Members of the Association, call special meetings of the Board of Directors, sign with the Treasurer, all checks, contracts, and other instruments on behalf of the Association, perform all acts and duties usually required of a Chief Executive Officer to ensure that all orders and resolutions of the Board of Directors are carried out. The President shall also be entitled, at his or her sole discretion, to act as an ex-officio member of all committees, render an annual report at the annual Members Meeting, and be authorized to use the services of the Association's Counsel and to authorize the use of the Association's Counsel by other Members of the Association, for matters relating to the business or the mandate of the Association only. The President shall be a member of the Board.

b. Vice President. The Vice President shall act in the place and stead of the President in the event of the absence, inability or refusal to act of the President, and perform such other duties as may be required by the Board. The Vice President shall be a member of the Board of Directors.

c. Secretary. The Secretary shall ~~record the votes and~~ provide for: the recording of all votes and the keeping of the Minutes of all meetings and proceedings of Association and the Board; ; service of notice of meetings of the Board and of Association; the keeping of appropriate current records showing the names of the Members of Association together with their addresses; and perform such other duties as required by the Board and Florida statutes.

d. Treasurer. The Treasurer shall cause to be received and deposited in appropriate bank accounts all monies of Association and shall disburse such funds as directed by the Board; sign, or cause to be signed, all checks, and promissory notes of Association; cause to be kept proper books of account and accounting records required pursuant to the provisions of the Florida Statutes; cause to be prepared in accordance with generally accepted accounting principles all financial reports required by the Florida Statutes; and perform such other duties as required by the Board.

**Substantial rewording. See governing documents for current wording.**

**Article X - Committees**

1. The Board may appoint such committees as deemed appropriate. All committee members serve at the pleasure of the Board.
2. The Board may fill any vacancies on all committees.

**Article XI - Records**

The official records of Association shall be available for inspection by any Member at the principal office of Association if a proper request is made pursuant to the procedures set forth in Chapter 720, Florida Statutes and, pursuant to which copies of Association records may be purchased, by a Member, at a reasonable cost.

**Article XII – Amendments**

These By-Laws may be amended with the approval of two-thirds (66 2/3%) of the votes of all Voting Interests in the Association voting on such amendment. Notwithstanding the foregoing, these By-Laws may be amended by two-thirds (66 2/3%) of the Board acting alone to change the number of directors on the Board. Such change shall not require the approval of the Members. Any change in the number of directors shall not take effect until the next Annual Members Meeting.

**Article XIII - Conflicts**

1. In the case of any conflict between the Articles and these By-Laws, the Articles shall control.
2. In the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

**Article XIV – Miscellaneous**

1. Florida Statutes. Whenever these By-Laws refer to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist on the date these By-Laws are recorded.
2. Severability. Invalidation of any of the provisions of these By-Laws by judgment or court order shall in no way affect any other provision, and the remainder of these By-Laws shall remain in full force and effect.



**EXHIBIT “C”**

[Amended and Restated Declaration  
Of Covenants, Restrictions and Conditions For The Meadows of Herons Glen]

**Substantial rewording. See governing documents for current wording**

**AMENDED AND RESTATED DECLARATION OF  
COVENANTS, RESTRICTIONS AND CONDITIONS  
FOR THE MEADOWS OF HERONS GLEN**

THIS RESTATED DECLARATION OF COVENANTS, RESTRICTIONS AND CONDITIONS FOR THE MEADOWS OF HERONS GLEN (this "Declaration") is made this \_\_\_\_ Day of \_\_\_\_\_, 2024 by The Meadows 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 Meadows 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. The Original Declaration of Covenants, Restrictions and Conditions For The Meadows of Herons Glen, was recorded February 9, 2003 in Official Record Book 4051, Page 2555 et seq. of the Public Records of Lee County, Florida (the "Original ~~Prior~~ Declaration").
- B. The Meadows of Herons Glen Association, Inc. and members desire to restate the terms and conditions contained in the Prior Declaration.
- C. This Restated Declaration of Covenants, Restrictions and Conditions for The Meadows 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 as required to amend the Declaration.
- D. This Restated Declaration of Covenants, Restrictions and Conditions for The Meadows of Herons Glen Association, Inc., as amended from time to time (the "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 Meadows 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.

**Substantial rewording. See governing documents for current wording**

"Association" shall mean The Meadows 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 Meadows Association.

"Declaration" shall mean this Amended and Restated Declaration as amended from time to time.

"The Meadows of Herons Glen" shall mean all of the real property described in 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.

"Governing Documents" shall mean the Articles, the Declaration and the By-laws.

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

"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 10/12/2007 at instrument number 2007000311298 in the Public Records of Lee County, Florida, as the same may be or have been further amended from time to time. The Meadows 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 Meadows 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

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Meadows 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 Meadows of Herons Glen.

"Turnover Date" shall mean May 1, 2005 when the Developer conveyed the Association to the Owners.

ARTICLE II  
GENERAL PROVISIONS

1. Amendment. This Declaration may be amended by approval, by affirmative vote, written consent, or any combination thereof, of two thirds (66 2/3%) of the votes of all Voting Interests voting on such amendment. Only one vote may be cast per lot (Voting Interest).

These By-Laws may be amended with the approval of two-thirds (66 2/3%) of the votes of all Voting Interests in the Association voting on such amendment.

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 Meadows 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. 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. There shall, however, be only one Voting interest per Lot.

6. 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, the other Governing Documents, and Rules and Regulations promulgated pursuant thereto shall apply to both such Owner and the designated occupants. 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.

7. Voting Interests. Voting interests in Association are governed by the provisions of the Articles and By-Laws. There shall be one vote appurtenant to each lot.

8. Document Recordation The Association after receiving the required number of votes by the owners shall record Governing Document amendments in the Public Records. Individual owners may not record documents in conflict with the provisions of this Declaration.

9. 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.

10. 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

**Substantial rewording. See governing documents for current wording**

Board. Association and Owners shall be bound thereby.

11. 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.

12. Notices. Any notice, including notices by email to those who have consented to notice by email, 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 on file with the Association 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.

13. Florida Statutes. This Declaration shall be subject to Florida statutes as amended from time to time.

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 spray for weeds, and mulch the yard and planting 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 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 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 Meadows 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

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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. Lawful Use. No unlawful or obnoxious use shall be made in any portion of The Meadows of Herons Glen. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed and complied with by members and their tenants, guests and invitees.

4. 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.

5. 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 Meadows of Herons Glen.

6. 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.

7. 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 owners and occupants in The Meadows of Herons Glen is permitted.

8. 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 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 Meadows of Herons Glen, and in particular for any obligations assumed by, or imposed upon, 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

**Substantial rewording. See governing documents for current wording**

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 Meadows 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 that of the Master Association; currently 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 subject to this Declaration

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 fifty-one(51) lots in the Meadows 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

**Substantial rewording. See governing documents for current wording**

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 for each Lot shall be kept in the office of Association, or its designees, and shall be open to inspection by the Lot's 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 Original 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, or installment of such 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



**Substantial rewording. See governing documents for current wording**

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 VI  
INFORMATION TO OWNERS

1. Availability. Current copies of the Association Official Records 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 VII  
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 Meadows of Herons Glen. Accordingly, the Association shall have the right to approve or disapprove all architectural, landscaping, and improvements within The Meadows 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, including aesthetics, 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.

**Substantial rewording. See governing documents for current wording**

ARTICLE VIII  
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 ~~any one~~ any one 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 therein, to restrain such violation, to require compliance with the provisions contained therein, to recover damages, or to enforce any lien created therein. The expense of any litigation to enforce this Declaration or the 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 (if previously consented to), to the last known address on file with the Association at the time of such mailing.

Substantial rewording. See governing documents for current wording

## EXHIBIT "A"

### LEGAL DESCRIPTION

Land lying and being in Lee County, Florida and being all of Herons Glen Unit Ten as shown on that Plat of record in Plat Book 74, pages 51 and 52, in the Public Records for Lee County, Florida LESS AND EXCEPT lots 1016 through 1024 inclusively.

**EXHIBIT “D”**

[Legal Description for the Meadows of Herons Glen]

LEGAL DESCRIPTION

Land lying and being in Lee County, Florida and being all of Herons Glen Unit Ten as shown on that Plat of record in Plat Book 74, pages 51 and 52, in the Public Records for Lee County, Florida LESS AND EXCEPT lots 1016 through 1024 inclusively.