



HOA New Owner Registration

In accordance with the Use Restrictions, this HOA New Owner Registration Packet, Executed Contract of Sale, Envera Gate Registration Forms (included in this packet), must be submitted to management for proof of ownership for processing. Registration Packet and required documentation may be submitted by delivering in person to the Homeowners Association Office in the Main Amenity Center Campus or via email to the Community Association Manager. Please email the Community Association Manager: Alexis.Perez@TeamEsplanade.com for questions.

Upon closing the Deed & Closing Statement (HUD) must be emailed to management.

*** All fields must be completed for processing.**

Closing Date: _____:

Esplanade Lake Club Seller:

Last Name(s) _____ First Name(s) _____

Esplanade Address _____ Primary Phone _____

EMAIL: _____

Esplanade Lake Club Buyer - List Residents:

1. Last Name _____ First Name _____

Primary Phone _____ Cell Phone _____

EMAIL: _____

2. Last Name _____ First Name _____

Primary Phone _____ Cell Phone _____

EMAIL: _____

3. Last Name _____ First Name _____

Primary Phone _____ Cell Phone _____

EMAIL: _____

** Please list additional residents on page 2.*

Auto #1 Make _____ Color _____ Yr. _____ Lic# _____ State _____

Auto #2 Make _____ Color _____ Yr. _____ Lic# _____ State _____

Auto #3 Make _____ Color _____ Yr. _____ Lic# _____ State _____

Auto #4 Make _____ Color _____ Yr. _____ Lic# _____ State _____

THE UNDERSIGNED HEREBY REPRESENTS THAT ALL THE FOLLOWING INFORMATION IS TRUE AND CORRECT CONTAINED HEREIN.

PLEASE LIST ALL OCCUPANTS INCLUDING CHILDREN:

Name:		Relationship:		Age:		<u>Full Time - Part Time - Rental</u>
Name:		Relationship:		Age:		<u>Full Time - Part Time - Rental</u>
Name:		Relationship:		Age:		<u>Full Time - Part Time - Rental</u>
Name:		Relationship:		Age:		<u>Full Time - Part Time - Rental</u>
Name:		Relationship:		Age:		<u>Full Time - Part Time - Rental</u>
Name:		Relationship:		Age:		<u>Full Time - Part Time - Rental</u>
Name:		Relationship:		Age:		<u>Full Time - Part Time - Rental</u>

DOMESTIC PETS ARE PERMITTED IN ACCORDANCE WITH GOVERNING DOCUMENTS.

***Please check here if No Pets** ☐

Type of pet (Breed) _____	Pet name _____	Lic# _____	State _____	Date _____
Weight of pet _____	Rabies Vaccination Date _____			
Type of pet (Breed) _____	Pet name _____	Lic# _____	State _____	Date _____
Weight of pet _____	Rabies Vaccination Date _____			

Acknowledgments

_____***Signed** and Completed Registration Form Documents and copy of the executed contract of sale are attached.

_____*An incomplete form will cause delays in processing.

_____* **\$100 registration fee to be collected at closing.**

This form is designed for the purpose of protecting you, the current property owners and the HOA. It is the desire of the present owners of the Association to welcome you to an environment in which pride in ownership and adherence to all Rules will ensure an ideal private and community life.

*** Upon closing, the Warranty Deed and Closing Statment (HUD) must be emailed to the association management company for account transfer and gate registration to be completed. Please email to: Alexis.Perez@TeamEsplanade.com**

Your signature will acknowledge your agreement to comply with the community guidelines as stated in the Declaration of Covenants, Conditions, By-Laws, Easements & Restrictions. The current property owner is responsible for providing a full copy of the Declaration of Covenants, Conditions, By-Laws, Easements & Restrictions. Article X. Use Restrictions (Rules & Regulations) are attached for your convenience. This is no way constitutes the full provisions and restrictions of the Declaration of Covenants, Conditions, By-Laws, Easements & Restrictions.

➔SIGNATURE OF OWNER _____DATE_____

➔SIGNATURE OF OWNER _____DATE_____

➔SIGNATURE OF OWNER _____DATE_____

➔SIGNATURE OF OWNER _____DATE_____



Access Control Registration Form

Important Instructions: This form must be submitted by an Authorized Community Contact to myenvera@enverasystems.com. RESIDENTS, PLEASE PROVIDE THE COMPLETED DOCUMENT TO YOUR PROPERTY MANAGER OR COMMUNITY STAFF. Please type or print clearly. Attempting to submit this form via an unauthorized contact or illegibly will delay processing. If multiple tenants reside at the same address, each must complete their own form.

Community Name: EPLANADE LAKE CLUB	City: FORT MYERS, 33913	State: FL
Property Street Address (including unit if applicable):		

☐ NEW Homeowner	☐ UPDATE Existing Homeowner	☐ NEW Tenant	☐ UPDATE Existing Tenant
New Homeowner Move In Date:		Tenant Lease Start:	Tenant Lease End:

Should all prior homeowners/tenants be deactivated? ☐ Yes ☐ No
If yes, please provide date to be deactivated:

Access Level: ☐ Resident ☐ Employee ☐ Vendor ☐ All Access (Please complete a separate form for individuals with different access levels)
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Household Member, Employee, or Vendor Name	Phone Number	Email Address	Credential Type (Fob, Sticker, Card, Other)	Credential Number	For vehicle stickers: Make, Model, State, and Plate Number

If Envera provides Virtual Gate Guard and/or Guard Module solutions at your community, please complete a separate MyEnvera registration form for new residents. Once this form is submitted, please allow up to **48 hours** for processing. The information above will remain confidential and will be used solely for the purpose stated. It is the responsibility of the homeowner/tenant to keep the information above current. Please advise of any changes, additions, or deletions by logging on to your MyEnvera account or by emailing myenvera@enverasystems.com.

Important Instructions:

This form must be submitted by an Authorized Community Contact to myenvera@enverasystems.com. RESIDENTS, PLEASE PROVIDE THE COMPLETED DOCUMENT TO YOUR PROPERTY MANAGER OR COMMUNITY STAFF. Please type or print clearly. *Attempting to submit this form via an unauthorized contact or illegibly will delay processing.* If multiple tenants reside at the same address, each must complete their own form.

Community Name: ESPLANADE LAKE CLUB	City: FORT MYERS, 33913	State: FL
Property Street Address (including unit if applicable):		

☐ NEW Homeowner	☐ UPDATE Existing Homeowner	☐ NEW Tenant	☐ UPDATE Existing Tenant
<u>New Homeowner Move In Date:</u>		<u>Tenant Lease Start:</u>	<u>Tenant Lease End:</u>

Should all prior homeowners/tenants be removed? ☐ Yes ☐ No
If yes, please provide date to be removed:

For communities with Envera's Virtual Gate Guard and/or Guard Module Software, a household has a primary contact:	
The primary number is the first phone number that will be used when an Envera representative needs to contact you.	
The secondary number will be used if a homeowner/tenant cannot be reached at the first number.	
A primary email address will be used for service-related and MyEnvera account communications. <u>If an email is not provided</u> , MyEnvera login credentials will be emailed to your property manager or community contact.	
Primary Contact Name:	
Primary Number:	Secondary Number:
Primary Email Address:	
Secondary Contact Name:	
Primary Number:	Secondary Number:
You can add additional household members on your MyEnvera account.	

If Envera provides additional access control services at your community, including resident vehicle access and/or amenity access, please complete the separate access control form.

Once this form is submitted, please allow up to **48 hours** for processing. Once a registration form has been processed, a MyEnvera account will be created for you, and you will have access to manage your household information via our MyEnvera Android/Apple app or website <https://myenvera.com>. After you receive your account information, please be sure to visit the app or website to create your visitor list. This list should be used for any and all relatives, house guests, or vendors that you expect for your household.

The information above will remain confidential and will be used solely for the purpose stated. It is the responsibility of the homeowner/tenant to keep the information above current. Please advise of any changes, additions, or deletions by logging on to your MyEnvera account or by emailing myenvera@enverasystems.com.



**ESPLANADE LAKE CLUB HOMEOWNERS ASSOCIATION, INC.
GOLF CART RULES AND REGULATIONS
(In Accordance with FL Statute 316.2125)**

Golf Carts shall be permitted within the Esplanade Lake Club in accordance with the following:

General

- All Golf Carts must be in conformance with these rules and regulations.
- A *Golf Cart Registration* must be submitted to the Association annually in to register your Golf Cart.
- The maximum speed of any Golf Cart must not be above 20 MPH. Certification of this may be obtained at purchase and should be submitted to the Association with the annual Golf Cart Registration.
- Golf Carts must be equipped with headlights, taillights, brake lights, turn signals, and a windshield. The Golf Cart must also have efficient brakes, reliable steering, safe tires, a rear-view mirror, and reflective warning devices on the front and rear of the Golf Cart.
- All golf cart(s) must be approved by and registered with the Esplanade Lake Club Homeowners' Association. Each vehicle will be issued a registration sticker that allows access to the streets in the development. This sticker must be placed on the front windshield of the registered golf cart.
- Golf carts shall be either two or 4-seat carts. Four-seat carts may have either forward or rear facing rear seats.
- Only individuals who have a valid driver's license may operate a golf cart within Esplanade Lake Club
- Driving on sidewalks is prohibited within Esplanade Lake Club



- It is the responsibility of the cart owner to comply with all state and local laws governing the use of private carts on roads within the Esplanade development or on public streets.
- Golf Carts may be subject to an inspection by an independent certified golf cart mechanic at the expense of the golf cart owner.
- Each *Golf Cart Registration* must have 3 pictures attached. A front, back and side view of the golf cart.
- The *Golf Cart Registration* is attached below.

Ownership

- At no time shall there be more than two golf carts per home.
- The owner(s) of the home is responsible for compliance with these Golf Cart Rules & Regulations regardless of who the owner of the cart may be.
- Renters shall be allowed golf cart(s) and must follow all rules and regulations as spelled out in this document.

Insurance/Registration

- Owners of a golf cart must submit proof of insurance with the annual *Golf Cart Registration*. The policy limits must be a minimum amount of \$250,000/\$500,000 Bodily injury, \$100,000 Property damage and name *Esplanade Lake Club Homeowners Association, Inc.*, as “additional insured”.
- Proof of liability insurance for all golf carts must also be submitted annually with the *Private Golf Cart Registration*.
- Feb 1 shall be the date that all registrations and insurance certificates must be delivered to the Esplanade Lake Club Board of Directors for the calendar year.

Appearance

- All Golf Carts operated within Esplanade must be electrically powered. Absolutely no gas powered golf carts are allowed.
- All Golf Carts must have a standard body style and must be kept clean and in good repair.



- Approved suppliers for golf cars are: EZ Go, Yamaha, and Club Car. If a resident uses a different supplier than the three mentioned they must have documented proof that the cart meets or exceeds all Esplanade requirements.

Body paint colors are to be standard colors offered by manufacturer that are “basic and conservative”. The following is a list of the colors contained in the Club Car, Yamaha, and EX-Go manufacturer’s brochures, all of which are approved by the Association:

<u>Club Car:</u>	<u>Yamaha:</u>	<u>EZ-Go</u>
Metallic Tuxedo Black	Bluestone	Electric Blue
Metallic Platinum	Rich Brown	Flame Red
Metallic Jade Green	Sandstone	Black
Metallic Pearl Blue	Onyx	Bright White
Metallic Candy Apple Red	Aqua Blue	Almond
Metallic Glacier White	Jasper	Platinum
Metallic Beige	Glacier	Inferno Red
Metallic Ocean Teal		Metallic Charcoal
		Ocean Grey

- Combination colors may be allowed at the discretion of the Association.



- The Esplanade Lake Club Board shall approve all golf cart colors. Residents should submit an *Alteration Application* prior to purchase for approval of their proposed Golf Cart. *Alteration Applications* must also be submitted for any subsequent change to your Golf Cart.
- No signs, advertisements or promotions of any kind are permitted on the Golf Cart
- No flags of any size or description are permitted to be attached to the Golf Cart
- The Association must approve any and all accessories to all golf carts.
- Golf carts may have decals. The decals may be affixed to the front and side rear panels of the cart. They must be in good taste and coordinated with the colors of the cart and approved by the Association.
- Golf Cart upholstery must be coordinated with the color of the golf cart and approved by the Association.



Esplanade Lake Club Golf Cart Registration 20____

Resident Golf Cart Information

Resident Name: _____ Member #: _____

Resident address: _____

Resident Home Phone Number: _____ Mobile Number: _____

Golf Cart Make: _____ Color: _____

Golf Cart Serial Number: _____ License Number _____
(If Applicable)

Agreement and Signature

I hereby release and hold harmless, Esplanade Lake Club Homeowners Association, Inc., its successors, assigns, respective affiliates, officers, directors, agents, manager and employees, from and against any claims, loss, personal injury, illness, death, liability, property damage, expense or cost (including attorney fees) arising out of or related to the operation of the Golf Cart by the undersigned, immediate family members, guests and any other operator. This obligation to indemnify includes, without limitations, deductibles or retained limits which may be incurred by the Association or any indemnified party.

I certify that I have read and understand the *Esplanade Lake Club Homeowners Association, Inc. Golf Cart Rules & Regulations*. I understand that violation of the rules and regulations regulating use of Golf Carts might result in the revocation of Golf Cart privileges by the Association.

I certify under penalties of perjury that my Golf Cart has not be modified or is otherwise capable of speeds above 20 MPH.

Resident Signature: _____ Date: _____

Acknowledged by: _____
(print name)

(signature)

Please attach copy of insurance cover sheet and pictures to this form.



DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR ESPLANADE LAKE CLUB

ARTICLE X USE RESTRICTIONS

All of the Property shall be held, used, and enjoyed subject to the following limitations and restrictions, and any and all additional rules and regulations which may, from time to time, be adopted by the Association, except as provided in Article X, Section 33 below:

Section 1. ENFORCEMENT. Failure of an Owner to comply with any limitations or restrictions in this Declaration or any of the Governing Documents or with any rules and regulations promulgated by the Association shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. Without limiting the generality of the foregoing, an Owner shall also be responsible for the payment of any and all Legal Fees incurred by the Association in connection with the enforcement of this Declaration or any of the Governing Documents or with any rules or regulations promulgated by the Association, whether or not an action is actually begun. Any such Legal Fees shall be paid not later than thirty (30) days after written notice thereof and if not paid within such thirty (30) day period, shall constitute a lien upon the applicable Lot and Home with the same force and effect as a lien for Operating Expenses.

In addition to all other remedies, the Association may suspend, for a reasonable period of time, any or all of the rights of an Owner or an Owner's tenants, guests or invitees to use Common Area and facilities (including, without limitation, cable television and other services provided by Community Systems); may suspend the voting rights of an Owner if such Owner is delinquent in payment of assessments for more than ninety (90) days; and may levy reasonable fines against any Owner or any Owner's tenant, guest or invitee for failure of such Owner, and/or such Owner's family, guests, invitees, tenants or employees to comply with any of the Governing Documents, provided the following procedures are adhered to:

A. Notice. The Association shall notify the Owner in writing of the noncompliance and set forth the corrective action to be taken. A fine or suspension of use rights may not be imposed without notice of at least fourteen (14) days to the Owner sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director, or employee of the Association. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be

imposed. At the Association's option, any fine may be levied on a daily basis in the event of a continuing violation without the necessity of a new hearing and without any limitation on the amount of such fine.

B. Hearing. Should the Owner still be in noncompliance, the noncompliance shall be presented to the Board after which the Board shall hear reasons why a fine should or should not be imposed. A written decision of the Board shall be submitted to the Owner, as applicable, not later than twenty-one (21) days after said meeting.

C. Payment. A fine shall be paid not later than thirty (30) days after notice of the imposition of the fine.



D. Fines. A fine shall be treated as an Assessment subject to the provisions of the collection of Assessments as otherwise set forth herein. All monies received from fines shall be allocated as directed by the Board, subject always to the provisions of this Declaration.

E. Failure to Pay Assessments. Notice and Hearing as provided in Subparagraphs A and B above shall not be required with respect to the imposition of suspension of use rights or fines upon any Owner because of such Owner's failure to pay Assessments or other charges when due.

F. Access. Suspension of use rights to Common Area shall not impair the right of an Owner or tenant of a Lot and/or Home to have vehicular and pedestrian ingress to and egress from such Lot and/or Home, including, but not limited to, the right to park.

Section 2. SINGLE-FAMILY USE. The Homes shall be for single-family use only. No commercial occupation or activity may be carried on in Esplanade Lake Club except as such occupation or activity is permitted to be carried on by Declarant under this Declaration. A single-family is defined to mean any number of persons related by blood, marriage or adoption or not more than two (2) unrelated persons living as a single housekeeping unit.

Section 3. HOMES OWNED BY ENTITIES OR UNRELATED PERSONS. It is the intention that Homes be occupied for single-family use. In the event an entity owns a Home, the entity shall notify the Association in writing with the names of the family members who shall occupy the Home. In the event the Owners of the Home are unrelated either through blood or marriage, they shall be permitted to occupy the Home provided they live as a family unit similar to a husband and wife. No Home may be used as a rooming house, hostel, or hotel. Timesharing or other arrangements involving more than three ownership interests in a Lot (including ownership by more than three persons as joint tenants or tenants-in-common), or assigning separate use periods of less than ninety (90) consecutive days' duration, are prohibited.

Section 4. NUISANCES. Subject to allowances for reasonable construction activities, no obnoxious or offensive activity shall be carried on, in or about the Lots or in or about any Improvements, Homes, or on any portion of Esplanade Lake Club nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any Owner. No use or practice shall be allowed in or around the Homes which is a source of annoyance to Owners or occupants of Homes or which interferes with the peaceful possession or proper use of the Homes or Lots or the surrounding areas. No loud noises or noxious odors shall be permitted in any Improvements, Homes or Lots. Without limiting the generality of any of the foregoing provisions, no horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), large power equipment or large power tools, noisy or smoky vehicles, unlicensed off-road motor vehicles or any items which may unreasonably interfere with television or radio reception of any Owner shall be located, used or placed on any Lot, or exposed to the view of other Owners without the prior written approval of the Board.

Section 5. PARKING AND VEHICULAR RESTRICTIONS. Parking upon the Property shall be restricted to the driveway and garage located upon each Lot and designated parking areas within the Common Area. No parking on the streets or swales is permitted, however, if the Owner is having a private party or event, the guests may park on the street for a period not to exceed eight (8) hours. Overnight parking on the streets is prohibited. No Owner shall keep any vehicle on any Lot which is deemed to be a nuisance by the Board. No Owner shall conduct repairs taking more than twenty-four (24) hours (except in an emergency or except within the garage of the Home with the garage door closed) or restorations of any motor vehicle, boat,



trailer, or other vehicle upon any Lot. No commercial vehicle (excluding all police, fire and other public safety vehicles), trailer, recreational vehicle, boat or boat trailer may be parked or stored on the Property except in the garage of a Home located upon a Lot. No bus or tractor-trailer or any other truck larger than a full-size pickup truck may be parked on the Property, except temporarily as in the case of a moving van or other such vehicle necessary to provide service to an Owner and with the exception of any vehicles necessary for any construction activity being performed by or on behalf of Declarant and/or a Builder. Motor homes are permitted to be parked in an Owner's driveway for a period not to exceed two (2) days.

All powered vehicles capable of exceeding five (5) miles per hour are prohibited from use on Esplanade Lake Club property unless they are licensed, registered, and insured. Specifically, any motorcycle, moped, or motorized scooter used in Esplanade Lake Club may only be driven by a licensed driver, and must be registered and insured in accordance with Florida law. Specifically exempted from this regulation are electric personal assistive mobility devices as defined under Florida Statute, Section 316.003(83); and any other bona-fide "assistive technology devices" as defined in Florida Statute, Section 427.802(1); and any special mobile equipment as defined under Florida Statute, Section 316.003(48) provided that such equipment may not be operated in a manner that creates a traffic hazard, or which poses a threat of harm to the user of such equipment.

Motorized skateboards are prohibited from use on Esplanade Lake Club property.

Section 6. NO IMPROPER USE. No improper, offensive, hazardous or unlawful use shall be made of any Home nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to any person using any portion of the Property. All valid laws, zoning ordinances, orders, rules, regulations, codes and other requirements of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, ordinances, orders, rules, regulations, codes or other requirements of any governmental agency having jurisdiction thereover relating to any Home or Lot shall be corrected by, and at the sole expense of the Owner of said Home and/or Lot.

Section 7. LEASES. For purposes of this Declaration, "leasing" is the regular, exclusive occupancy of a Home by any Person other than the Owner, for which the Owner receives any consideration or benefit, including, without limitation, a fee, service, or gratuity. No portion of a Home (other than an entire Home) may be rented. All leases must be in writing and shall have a term of no less than one (1) month. No Owner may lease his or her Home more than four (4) times in any twelve (12)-month period, even if a tenant defaults on a lease or abandons the Home before expiration of the lease term. To preserve the non-transient, single family residential, nature of the Property, no Home, or portion of a Home, may be listed or advertised as being available for rent, lease, sublease, license, use or occupancy, on any internet website or web-based platform, including, without limitation, airbnb.com, vrbo.com, homeaway.com or any other similar website or web-based platform, regardless of the term or duration of such rental, lease, sublease, license or occupancy. This restriction shall not prohibit the use of an MLS listing service or similar internet website or web-based platform by Owners for leasing activities permitted under this Declaration. No lease shall provide for an early lease termination which would reduce a lease term to a period of less than said one (1) month, except in the event of a default by the tenant. Any lease terminated as a result of a default or otherwise, shall nevertheless still count towards the foregoing rental limitations. The restrictions on lease terms set forth in this paragraph shall not apply to Homes owned or leased by Declarant, its affiliates, or Persons Declarant approves, in connection with their development, construction, or sale of property in Esplanade Lake Club. All leases shall provide, and if they do not so provide then the leases shall be deemed



to provide, that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles, the Bylaws, applicable rules and regulations, or of any other agreement, document or instrument governing the Lots or Homes. The Owner of a leased Home shall be jointly and severally liable with such Owner's tenant for compliance with the Governing Documents and to the Association to pay any claim for injury or damage to property caused by the negligence of the tenant. Every lease shall be subordinate to any lien filed by the Association whether before or after such lease was entered into.

Within five (5) days following execution of a lease for a Home, but in no event later than occupancy of the Home by a tenant, Owner shall: (a) notify the Association in writing with the name of the tenant and all of tenant's family members or others that will be occupying the Home, and (b) provide the Association with a true, correct and complete copy of the lease agreement. In the event Owner fails to timely comply with the foregoing, such lease shall be null and void and of no further force or effect, and Owner shall be in violation of this Declaration.

All leases shall include an acknowledgment by the tenant that the tenant and all occupants of the leased Home are bound by and obligated to comply with the Governing Documents and that the tenant has received a copy of the Governing Documents. The Association may require that the lease contain an addendum approved by the Association. The Owner shall be responsible for providing a copy of the Governing Documents to the tenant prior to execution of the lease and shall monitor enforcement and compliance with the Governing Documents by the tenant.

In the event that an Owner is delinquent in the payment of his or her Assessments or other sums due and owing to the Association, the Home shall not be leased until such amounts are paid in full or unless the Association consents, in writing, to any such lease. If the Home is leased in violation of this provision, the Association may terminate the lease and evict the tenants in addition to imposing all other available remedies. In the event an Owner is in default in the payment of Assessments or other sums due and owing to the Association and the Owner's Home is leased, the Association shall have the right and authority to collect the rent to be paid by the tenant to the Owner directly from the tenant. In the event such tenant fails to remit said rent directly to the Association within ten (10) days (but no later than the day the next rental payment is due) from the day the Association notified such tenant in writing that the rents must be remitted directly to the Association, the Association shall have the right to terminate the lease and evict the tenant. All sums received from the tenant shall be applied to the Owner's account for the leased Home according to the priority established in Section 720.3085, Florida Statutes, until the Owner's account is current. All leases entered into by an Owner shall be deemed to automatically incorporate this provision and all the Owners hereby appoint the Association its agent for such purpose. The Association may, without further approval of the Owner of the leased Home, terminate the lease for violations of the Declaration by the tenants, or the tenant's family or guests and thereafter evict the tenants from the Home.

In addition to any notice to a tenant of a Home permitted to be given by law, an Owner by acceptance of a deed to a Lot, does hereby irrevocably grant to the Association (and its officers, directors, designees, agents, and employees) and to any professional management or accounting firm providing management or accounting services to the Association, the right to notify, in writing, the tenant of the Home of any delinquency by the Owner of the Home in payment of any monetary obligations due to the Association, including but not limited to the amount thereof. Further each Owner hereby agrees and acknowledges that the disclosure of any of Owner's delinquent monetary obligations due to the Association, as provided in the preceding sentence, shall not be construed or be deemed to be a violation of the Fair Debt Collection Practices Act ("FDCPA") 15 U.S.C. Section 1692, *et. seq.*



Each lease shall set forth the name, address, and telephone number of the Home's Owner and of the tenant(s); the date the tenant's occupancy commences and ends; a description of each motor vehicle owned or operated by the tenant or members of the tenant's household; and a description of all pets to be kept at the Home.

If an Owner elects to permit a tenant to sublease during the term of the lease, such sublease shall be subject to the limitations and requirements established in this Declaration to the same extent and effect as the original lease.

Within five (5) days of a lease being signed for a Home, the Owner shall notify the Board or the Association's managing agent of the lease and provide an entire copy of such lease to the Association and such additional information the Board may reasonably require. In addition to this subsection (b), the Board may, from time to time, adopt reasonable Use Restrictions and rules regulating leasing and subleasing.

No Owner may assign or otherwise transfer the Owner's obligations under this Declaration to any tenant. The Association shall have the right to enforce the covenants, conditions, and restrictions set forth in this Declaration against the Owner, the tenant, or any member of the tenant's household, individually or collectively. The Association shall not be bound by any provision in the lease or other agreement between Owner and his or her tenant requiring prior notice or imposing other conditions on the rights of the Association.

The Association shall be deemed a third party beneficiary of all leases of Homes, and shall have the right, but not the obligation, to enforce the terms and conditions of such leases against the tenant or the Owner. Notwithstanding the foregoing, the Association's failure to object to any term or condition of a lease or occupancy arrangement shall not be deemed to be consent or approval of any term or condition of the lease, nor shall the Association have any obligation whatsoever for the performance of any obligation of Owner or tenant contained in the lease or otherwise.

Notwithstanding any condition of any lease to the contrary, each Owner, by acceptance of the deed to a Lot, hereby covenants and agrees with the Association and all other Owners in the Community, including, but not limited to, Declarant, that the Owner shall be responsible for any violation of the Governing Documents resulting from the acts or omissions of his or her tenant, other occupants of the leased Home, and their respective guests to the same extent that Owner would be liable for such violation if it had resulted from the acts or omissions of the Owner or a member of the Owner's household or guests. The Owner's obligations hereunder shall be deemed a guaranty of performance by his or her tenant, and the Association shall have the right to take any action or seek any remedy for the tenant's failure or refusal to comply with the Governing Documents directly from or against the Owner without first taking such action or obtaining such remedy from or against the tenant.

The Association may, without further approval of the Owner of the leased Home, terminate the lease for violations of the Governing Documents by the tenants, or the tenant's family or guests and thereafter evict the tenants from the Home.

Section 8. ANIMALS AND PETS. Only common domesticated household pets may be kept on any Lot or in a Home, but in no event for the purpose of breeding or for any commercial purposes whatsoever. No other animals, livestock, horses, reptiles or poultry of any kind shall be kept, raised, bred or maintained on any portion of the Property. Permitted pets shall only be kept subject to and in accordance with such rules and regulations as shall be promulgated from time to



time by the Board. No exotic pet or any animal of any kind which has venom or poisonous defense or capture mechanisms, or if let loose would constitute vermin, shall be allowed on any portion of the Property. Pets may not be kept, bred or maintained for any commercial purpose. Any pet must be temporarily caged, carried or kept on a leash when outside of a Home. No pet shall be kept outside a Home or on any screened porch, patio or lanai, unless someone is present in the Home, however, the tethering of an animal is not permitted. Any pet must be carried or kept on a leash when outside of a Home or fenced-in area. No dogs will be curbed in any landscaped area or close to any walk, but only in special areas designated by the Association, if any, provided this statement shall not require the Association to designate any such area. An Owner shall immediately pick up and remove any solid animal waste deposited by such Owner's pet on the Property. An Owner is responsible for the cost of repair or replacement of any Common Area damaged by such Owner's pet.

Notwithstanding the foregoing, under no circumstances will any dog whose breed is noted for its viciousness or ill-temper, in particular the Pit Bull (as hereinafter defined), Rottweiler, Doberman Pinscher, Presa Canario (canary dog) or any crossbreeds of such breeds, or which has been deemed a "Dangerous dog" pursuant to Florida Statutes Chapter 767.11 be permitted on any portion of the Property. As used in this Declaration: (i) a "Pit Bull" is defined as any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any dog displaying a majority of the physical traits of any one (1) or more of the above breeds, or any dog exhibiting those distinguishing characteristics.

The Owner shall compensate any person hurt or bitten by his or her pet and shall indemnify the Association and Declarant and hold each of the Association and Declarant harmless against any loss or liability of any kind or character whatsoever arising from or growing out of such Owner having any animal within the Property. If any restrictions imposed by the Association in accordance with this Section 8 are violated, or if a dog or any other animal becomes obnoxious to other Owners by barking or otherwise, the Owner thereof must cause the problem to be corrected; or, if it is not corrected, the Owner, upon written notice by the Association, will be required to permanently remove the animal from the Property. All pets must be registered, licensed and inoculated as required by law. The Association will promulgate rules and regulations from time to time designating other rules as necessary to regulate pets. All pets must be registered with the Association.

Section 9. ADDITIONS AND ALTERATIONS. No Home shall be enlarged by any addition thereto or to any part thereof, and no Owner shall make any Improvement, addition, or alteration to the exterior of such Owner's Home, including, without limitation, the painting, staining, or varnishing of the exterior of the Home, including doors, garage doors, driveways and walkways, unless being painted, stained or varnished using the same color as originally installed, or if replacing the roof, garage door or entry doors using the same color and type as originally installed, without the prior written approval of: (i) the Committee as set forth in Article VIII of this Declaration, which approval may be withheld for purely aesthetic reasons, and (ii) all applicable governmental entities. Without limiting the generality of the foregoing, no planting, landscaping and/or Improvements whatsoever shall be installed or constructed in: (a) the Lake Maintenance Easements adjacent to Lake Lots, and/or (b) in any Drainage Easements.

Section 10. NO ADDITIONS AND ALTERATIONS TO LAKE MAINTENANCE EASEMENTS AND DRAINAGE EASEMENTS. No planting, landscaping and/or Improvements whatsoever shall be installed or constructed in: (a) the Lake maintenance easements and/or (b) in any drainage easements.



Section 11. INCREASE IN INSURANCE RATES. No Owner may engage in any action which may reasonably be expected to result in an increase in the rate of any insurance policy or policies covering or with respect to any portion of the Property not owned by such Owner.

Section 12. SLOPES AND TREES. No Owner may engage in any activity which will change the slope or drainage of a Lot including, without limitation, Lake bank slopes. No additional trees are permitted to be planted on the Property and no trees are permitted to be removed from the Property (other than dead or dying trees which are being replaced with trees of the same species) without the prior written consent of Declarant for as long as Declarant owns a Lot, and thereafter, without the prior written consent of the Board. No Owner may alter the slopes, contours or cross-sections of the retention areas, Lake(s), Lake banks or littoral zones, or chemically, mechanically or manually remove, damage or destroy any plants in any littoral zones.

Section 13. SIGNS. No sign, display, poster, advertisement, notice, lettering or other advertising device of any kind whatsoever (including, without limitation, “For Sale”, “For Rent” or “By Owner” or any other signs for the sale or renting of homes) may be exhibited, displayed, inscribed, painted or affixed in public view of any portion of any building or other Improvement in the Property (including, without limitation, a Home) without the prior written consent of the Board, which consent may be given, withheld or conditioned in the sole and absolute discretion of the Board. Neither the Board nor the Committee shall consent to any type of “For Sale”, “For Rent”, “By Owner” or similar sign for the renting or sale of a Home so long as Declarant owns a Lot in Esplanade Lake Club or so long as Declarant or any of Declarant’s affiliates (or any of their respective successors or assigns) are conducting sales and marketing of Homes in Esplanade Lake Club or other communities developed or marketed by Declarant or its affiliates, whichever is later, unless Declarant consents in writing. Signs, regardless of size, used by Declarant or any of Declarant’s affiliates, or any of their successors or assigns, for advertising or marketing during the construction and sale period of Esplanade Lake Club or other communities developed and/or marketed by Declarant or its affiliates and other signs authorized by Declarant shall be exempt from this Section. Such sign or signs as Declarant may be required to erect under the terms of an Institutional Mortgage shall also be exempt from this Section. An Owner may display a security sign, provided by a contractor for security services, as permitted by the HOA Act. This provision may not be amended without the prior written consent of Declarant.

Section 14. TRASH AND OTHER MATERIALS. No rubbish, trash, garbage, refuse, or other waste material shall be kept or permitted on the Lots and/or Common Area, or other portions of the Property, except in sanitary, self-locking containers located in appropriate areas (i.e., areas not visible from the street or any other Lot other than at times of scheduled trash pick-up), and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, offensive, detrimental or a nuisance to Owners or to any other property in the vicinity thereof or to its occupants. No clothing or other household items shall be hung, dried, or aired in such a way as to be visible from the Common Area or another Lot. No stripped vehicles, lumber or other building materials, grass, tree clippings, metals, scrap, automobile pieces or parts, refuse, or trash shall be stored or allowed to accumulate on any portion of the Property (except when accumulated during construction by Declarant and/or a Builder, during construction approved by the Committee, or when accumulated by the Association for imminent pick-up and discard).

Section 15. TEMPORARY STRUCTURES. No tent, shack, shed or other temporary building or Improvement, other than separate construction, service and sales trailers to be used by Declarant, Declarant’s affiliates, and/or their respective agents and contractors, for the construction, service



and sale of Esplanade Lake Club or other communities, shall be placed upon any portion of the Property, either temporarily or permanently. Except as provided above, no trailer, motor home or recreational vehicle shall be: (a) used as a residence, either temporarily or permanently, or (b) parked upon the Property.

Section 16. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, boring or mining operations of any kind shall be permitted upon or on any Lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 17. SEWAGE DISPOSAL. No individual sewage disposal system shall be permitted on any of the Property when a central sewage disposal system is being operated in accordance with the requirements of the governmental regulatory body having jurisdiction thereof.

Section 18. WATER SUPPLY. No individual water supply system shall be permitted on any of the Property, provided that one or more central water supply systems are being operated in accordance with requirements of the governmental body having jurisdiction over said central system.

Section 19. FENCES. Any fence placed upon any Lot must be approved by the Committee, as provided in Article VIII hereof, prior to installation. In no event may the Committee approve any request for a fence to be placed in the area between the front of a Home and the Road at the front of the Lot on which the Home is situated, unless specifically required by the Lee County Land Development Code. The Owner assumes complete responsibility to maintain the fence, including, but not limited to, trimming any grass, ivy or other plants from the fence. In the event the Committee approves the installation of a fence, it shall also have the right to require installation of landscaping, also subject to the Committee's approval, at the time the fence is installed. No Owner shall be permitted to attach to any perimeter fence or wall located within any of the buffers, or to otherwise fence-in or enclose any portion of a buffer or other Common Area.

Notwithstanding that an Owner has obtained the approval of the Committee to install a fence or landscape materials, as provided hereinabove, such installation shall be at the Owner's sole risk so long as Declarant has not yet begun or is engaged in the construction of a Home on an adjacent Lot. In the event such construction activity on an adjacent Lot causes damage to or destruction of such Owner's fence or landscape materials or any part thereof, the Owner on whose Lot the fence and/or landscaping has been damaged shall be required, at the Owner's expense, to repair or replace such fence and/or landscape materials in conformance with the requirements of the Committee's approval of the initial installation of the fence and/or landscape materials and Declarant shall have no liability for any such damage or destruction. Such repair or replacement shall commence as soon as construction on the adjacent Lot has been completed and shall be pursued to completion with due diligence. For purposes of this paragraph, the term "landscape materials" shall include landscape materials located on or adjacent to any property line of a Lot, including, by way of example and not of limitation, hedges, shrubs and trees, whether associated with a fence or not.

In addition, the installation of any fence placed upon any Lot is subject to easements which run with the land. In the event that any fence is approved by the Committee and is permitted to cross any such easements, such Committee's approval is still subject to Owner first receiving written approval from the grantee of such easements and all other applicable governmental authorities. In the event the grantee of any such easement which runs with the



land (i.e., utility provider or the County), its successors and/or assigns, requires the removal of any fence upon the Lot, then the Owner of said Lot shall, at the Owner's sole cost and expense, immediately remove the fence. Notwithstanding the foregoing or any permit or governmental approval to the contrary, no fence may be installed within any Drainage Easement(s) or Lake Maintenance Easement on the Property. The Owner of a Lot, when installing any fence upon the Lot, shall comply with all valid laws, zoning ordinances, codes, rules and regulations of all applicable governmental bodies, as applicable, in addition to the Committee approval required by Article VIII hereof.

Notwithstanding anything contained to the contrary in this Declaration, an Owner of a Lot who elects to install a fence on any portion of his or her Lot must install a gate for the Association to access the portion of the Lot which becomes enclosed by the fence construction, for the maintenance and care of the lawn and landscaping, otherwise, such Owner shall be responsible for the maintenance and care of the lawn and landscaping in the portion of the Lot which becomes enclosed by the fence construction. Such Owner of a Lot shall not be entitled to a reduction in Assessments in turn for being responsible for such maintenance and care. "Maintenance and care" within the meaning of this subsection shall include, by way of example and not of limitation, mowing, edging, fertilizing and spraying of lawns, maintenance of the Irrigation System(s) or portion thereof, replacement of sod and the trimming, fertilizing and spraying of any Hedge. In the event the Owner fails to properly maintain his Lot and/or Home pursuant to this subparagraph, then the Association or Declarant shall have the right but not the obligation, upon fifteen (15) days written notice, to enter the property of the Owner for the purpose of performing the maintenance referred to, set forth and described in the notice. The determination of whether an Owner is failing to properly maintain and care for the property for which he has the maintenance responsibility shall be determined in the sole discretion of the Association or Declarant. Further, if failure to comply relates to the Owner's obligations to maintain and care for such Owner's Lot, Home or other Improvement, the Association shall be entitled, but not obligated, to perform such maintenance and care itself and to levy on the offending Owner an Assessment equal to the cost of performing such maintenance and any such Assessment shall constitute a lien upon the applicable Lot and Home with the same force and effect as a lien for Operating Expenses.

Invisible fencing may be allowed if approved by the Committee. Any Owner permitted to install any invisible fencing acknowledges that the Association and the landscape maintenance company hired by the Association shall not be responsible for any damage caused to such invisible fencing by the Association's landscape maintenance company. Each Owner who is permitted to install invisible fencing on such Owner's Lot will be required to sign an acknowledgment that such Owner shall be responsible for any repairs and/or replacement of the invisible fencing, even if such repair and/or replacement was caused by the Association's landscape maintenance company in performing their responsibilities of landscape maintenance. Invisible fencing is not allowed in any Condominium.

Section 20. ANTENNAE. No outside television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any portion of the Property or upon any improvements thereon, unless expressly approved in writing by the Association, except that this prohibition shall not apply to those satellite dishes that are one (1) meter (39.37 inches) in diameter or less, and specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000, as amended, promulgated



under the Telecommunications Act of 1996, as amended from time to time. The Association is empowered to adopt, and amend from time to time, rules governing the types of antennae which may be permitted and restrictions relating to safety, location and maintenance of antennae. The Association may also adopt (and amend from time to time) and enforce reasonable rules limiting installation of permissible satellite dishes or antennae to certain specified locations, not visible from the street or neighboring properties, and integrated with the Property and surrounding landscape, to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules and provided the cost of complying with such rules would not unreasonably increase the cost of installation of permissible satellite dishes or antennae. Any permissible satellite dishes or antennae shall be installed in compliance with all federal, state and local laws and regulations, including zoning, land-use and building regulations. Further, any Owner desiring to install permissible satellite dishes or antennae may, but is not obligated to, submit plans and specifications for same to the Committee to ensure compliance with the Association's rules governing the types of permissible satellite dishes and antennae and restrictions relating to safety, location and maintenance of satellite dishes and antennae. This Section shall not apply to Declarant.

Section 21. IMPROVEMENTS. No Improvements of any kind including, without limitation, any building, walkways, recreation areas and facilities, parking areas, berms, fountains, sprinkler systems, gatehouses, streets, drives, roads, Roads, driveways, fences, retaining walls, underground footers and other foundation supports, stairs, landscaping, trees, hedges, plantings, poles, shed, play structure, tennis court, basketball courts, backboards and hoops, soccer goals, jogging, bicycling and walking paths, swing sets, gym sets, athletic/play equipment, site and perimeter walls, gazebos, benches, mailboxes, topographical feature, landscaping, lawn sculpture, fence, swimming pool, covered patios, screened enclosure, street lights, decorative street lights and signs, shall be erected, placed or maintained, and no addition, alteration, modification or change to any such Improvement shall be made without the prior written approval of the Committee, including, but not limited to, painting the Home in a color other than the color originally placed by Declarant on the painted surface, replacing the roof using a different type or color than the roof originally installed, or replacing a garage door or entry doors using a different color and type than originally installed.

Section 22. FLAGS. An Owner may display one portable, removable United States flag in a respectful manner, and one portable, removable official flag in a respectful manner, not larger than 4½ feet by 6 feet, that represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. An Owner may erect a freestanding flagpole no more than 20 feet high on any portion of the Owner's Lot if the flagpole does not obstruct sightlines at intersections and is not erected within or upon an easement. The Owner may further display in a respectful manner from that flagpole, one official United States flag, not larger than 4½ feet by 6 feet, and may additionally display one official flag of the State of Florida or the United States Army, Navy, Air Force, Marines, or Coast Guard, or a POW-MIA flag. Such additional flag must be equal in size to or smaller than the United States flag. The flagpole and display are subject to all building codes, zoning setbacks, and other applicable governmental regulations, including, but not limited to, noise and lighting ordinances in the County and all setback and locational criteria contained in this Declaration.

Section 23. GARAGES. No garage shall be erected which is separate from the Home. No garage shall be permanently enclosed so as to make such garage unusable by an automobile, and no portion of a garage originally intended for the parking of an automobile shall be converted into a living space or storage space and no garage opening shall have a screen covering without



the consent of the Association. All garage doors shall remain closed when vehicles are not entering or leaving the garage.

Section 24. ENERGY CONSERVATION EQUIPMENT. All solar heating apparatus must conform to the standards set forth in the HUD Intermediate Minimum Property Standards Supplement, Solar Heating, and domestic Water Systems. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless it is an integral and harmonious part of the architectural design of a structure, as reasonably determined by the Committee. No solar panel, vents, or other roof-mounted, mechanical equipment shall project more than 1.5 feet above the surface of the roof of a Home; and all such equipment shall be painted consistent with the color scheme of the roof of the Home. This provision is not intended to prohibit the use of solar energy devices.

Section 25. HURRICANE SHUTTERS. No hurricane shutters other than the type originally installed during construction of the Home may be installed without the prior written consent of the Association and the Committee, which consent may not be unreasonably withheld, conditioned or delayed. If the installation of hurricane shutters is made which does not conform to the specifications approved by the Association's and the Committee's consent, then the hurricane shutters will be made to conform by the Association or Committee at the Owner's expense or they shall be removed.

Approved hurricane shutters shall not be installed or closed, as applicable, before the issuance of a hurricane watch by the National Hurricane Center encompassing the Esplanade Lake Club location, and shall be removed no later than ten (10) days after the cessation of a hurricane watch or warning for same ("Hurricane Shutter Time Period").

Each Owner who plans to be absent from his or her Home during the hurricane season must prepare his or her Lot prior to such Owner's departure by (a) removing all furniture, potted plants and other movable objects from his or her porch, balcony or patio, if any; (b) designating a responsible firm or individual satisfactory to the Association to install and remove approved hurricane shutters in accordance with the Hurricane Shutter Time Period requirements; and (c) designating a responsible firm or individual satisfactory to the Association to care for the Home should the Home suffer hurricane damage. Such firm or individual shall contact the Association for clearance to install or remove hurricane shutters pursuant to this Declaration.

Section 26. DRONES. Drones are prohibited from being flown on or over any portion of the Esplanade Lake Club property.

Section 27. WINDOW DECOR. No newspaper, aluminum foil, sheets or other temporary window treatments shall be permitted. Window tinting is permitted provided that the type and method of tinting is first approved by the Committee.

Section 28. BASKETBALL BACKBOARDS. No garage, roof mounted, portable or in- ground mounted basketball backboards are permitted.

Section 29. YARD SALES. No yard sales, garage sales or Neighborhood sales shall be permitted on any Lot or any other area in Esplanade Lake Club unless approved in writing by the Board.



Section 30. BOARD'S RULE MAKING POWER. The foregoing use restrictions shall not be deemed to be all inclusive nor restrict the right of the Association to adopt such reasonable rules and regulations governing the use of Esplanade Lake Club as the Board may determine from time to time, provided that such rules and regulations: (i) are not in conflict with the provisions hereof; (ii) apply equally to all lawful residents of Esplanade Lake Club without discriminating on the basis of whether a Home is occupied by an Owner or his or her lessee; and (iii) for so long as Declarant holds any Homes within Esplanade Lake Club for sale in the ordinary course of its business, have the prior written approval of Declarant. Declarant has the right to approve any rule or modification thereof.

Section 31. COMPLIANCE WITH GOVERNING DOCUMENTS. Each Owner and their family members, guests, invitees, and lessees and their family members, guests and invitees shall be bound by and abide by the Governing Documents. The conduct of the foregoing parties shall be considered to be the conduct of the Owner responsible for, or connected in any manner with, such individual's presence within Esplanade Lake Club. Such Owner shall be liable to the Association and shall pay the cost of any maintenance, repair or replacement of any real or personal property located on the Common Area rendered necessary by his or her act, neglect or carelessness, or by that of any other of the foregoing parties as a Benefited Assessment.

Section 32. NO IMPLIED WAIVER. The failure of the Association or Declarant to object to an Owner's or other party's failure to comply with the covenants or restrictions contained herein or any other Esplanade Lake Club Document (including the rules now or hereafter promulgated) shall in no event be deemed a waiver by Declarant or the Association or of any other party having an interest in the Property of its right to object to same and to seek compliance in accordance with the provisions of the Governing Documents.

Section 33. DECLARANT EXEMPTION. Declarant plans to undertake the work of constructing Homes and Improvements upon the Property and may undertake the work of constructing other buildings upon adjacent land or other property being developed or marketed by Declarant or its affiliates. The completion of the aforementioned work and the sale, rental and other transfer of Homes by Declarant and Declarant's affiliates are essential to the establishment and welfare of the Property as a residential community. In order that such work may be completed and a fully occupied community established as rapidly as possible, neither the Owners, nor the Association and Architectural Control Committee shall do anything whatsoever to interfere with any of Declarant's or Declarant's affiliates' activities relating to the selling or constructing of Homes and Improvements upon the Property, the selling or constructing of other buildings upon adjacent land or any other property being developed or marketed by Declarant or any of Declarant's affiliates, or the sale, rental and/or other transfer of Homes by Declarant or any of Declarant's affiliates. In this respect, Declarant hereby reserves the right for itself and its employees, agents, licensees, and invitees to come upon any and all portions of the Property (including, without limitation, the Common Area as well as a Lot even after the same has been conveyed to an Owner) as may be necessary or convenient to enable Declarant to carry on its work and other activities including, without limitation, Declarant's development and construction of Esplanade Lake Club and the Homes therein.

In general, the restrictions and limitations set forth in this Article X shall not apply to Declarant or to Lots and Homes owned by Declarant. Declarant shall specifically be exempt from any restrictions which interfere in any manner whatsoever with Declarant's plans for development, construction, sale, lease, or use of the Property and to the Improvements thereon. Declarant shall be entitled to injunctive relief for any actual or threatened interference with its rights under this Article X in addition to whatever remedies at law to which it might be entitled.