

14 The Association may obtain and shall repay a loan from the United States Small Business Administration (USSBA) for the purpose of repairing and maintaining the dike which is adjacent to and which contains a portion of the Myakka River, in order to protect the Subdivision from flooding, and for the purpose of rehabilitating or replacing other common property damaged or destroyed by the disaster which occurred in June, 2003. The Association may mortgage common property and pledge assessments and lien and collection rights to secure the loan and shall repay the loan by levying a special assessment which shall, notwithstanding any other provision hereof, be repaid in installments and otherwise as agreed between the Association and USSBA. The loan and special assessment shall be used only for the purposes stated herein and for no other purpose. Notwithstanding the provisions of Article 13 hereof, no additional membership vote shall be required for the special assessment authorized by this article 14 and the special assessment shall be irrevocable until the USSBA loan has been repaid in full. However, no draw upon the USSBA loan for an expenditure authorized herein, other than for repayment of the loan, may be made without the affirmative vote by written ballot of the owners of not less than sixty percent (60%) of the homesites. As used herein, "common property" shall have the same meaning as in Article 12 hereof, including but not limited to the property identified on Exhibit "A" to the Restrictions as "Reserved for Aviation Facilities" and "Reserved for Recreation Area".

15 If any homesite owner shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Association or any homesite owner to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either prevent him or them from so doing or to recover damages or other dues for such violations.

16 Invalidation of any one of these covenants by judgement or court order shall in no wise effect any of the other provisions, which shall remain in full force and effect.

17 It is expressly agreed and understood, by and between the parties subject hereto, that all covenants and agreements herein shall run with the land and be binding upon the heirs, executors, administrators, legal representatives, successors and assigns of the respective parties hereto, and that the word "owner" when used in the deed shall include the singular and plural, whenever and wherever the context so admits and requires.

18 These restrictions shall remain in force and effect for a period of thirty (30) years from date of ratification, but may be amended at any time by the owners of not less than sixty percent (60%) of the homesites signing and acknowledging an instrument in writing setting forth and consenting to an amendment.