

AMENDED AND RESTATED

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR STONEBRIDGE COUNTRY CLUB COMMUNITY ASSOCIATION, INC.

Falk Law Firm, P.A.
7400 Tamiami Trail North, Suite 103
Naples, FL 34108

ARTICLE I	<u>General Plan of Development</u>	1
ARTICLE II	<u>Definitions</u>	1
Section 1.	“Act”.....	1
Section 1.1.	“Article of Incorporation”.....	1
Section 2.	“Annual Club Dues”	1
Section 3.	“Assessments”.....	2
Section 4.	“Association”	2
Section 5.	“Base Assessment”	2
Section 6.	“Board of Directors”.....	2
Section 7.	“Bylaws”	2
Section 8.	“Club Facilities”.....	2
Section 9.	“Club Tracts”	2
Section 10.	“Common Expenses”	2
Section 11.	“Common Area”	2
Section 12.	“Community-Wide Standard”	2
Section 13.	“Exclusive Common Area”	2
Section 14.	“Lot”	3
Section 15.	“Member”	3
Section 16.	“Mortgage”	3
Section 17.	“Mortgagee”	3
Section 18.	“Mortgagor”	3
Section 19.	“Neighborhood”	3
Section 20.	“Neighborhood Assessments”	3
Section 21.	“Neighborhood Association”	3
Section 22.	“Neighborhood Committee”.....	3
Section 23.	“Neighborhood Documents”	3
Section 24.	“Neighborhood Expenses”.....	3
Section 25.	“Neighborhood Services”	4
Section 26.	“Owner”	4
Section 27.	“Person”	4
Section 28.	“Properties”	4
Section 29.	“Rules and Regulations”	4
Section 30.	“Special Assessment”	4
Section 31.	“Stonebridge Country Club”	4
Section 32.	“Supplemental Declaration”	4

Section 33.	“Unit”	4
Section 34.	“User Assessment”	4
ARTICLE III	<u>Property Rights</u>	4
ARTICLE IV	<u>Membership and Voting Rights</u>	5
Section 1.	Membership	5
Section 2.	Voting	6
ARTICLE V	<u>Maintenance</u>	6
Section 1.	Association’s Responsibility	6
Section 2.	Responsibility of Neighborhood Association	7
Section 3.	Owner’s Responsibility	7
Section 4.	Landscape and Other Maintenance	8
Section 5.	Cooperation with Neighborhood Associations	8
ARTICLE VI	<u>Insurance and Casualty Losses</u>	8
Section 1.	Insurance	8
Section 2.	Individual Insurance	10
Section 3.	Damage and Destruction	10
Section 4.	Disbursement of Proceeds	11
Section 5.	Insufficient Proceeds	11
ARTICLE VII	<u>No Partition</u>	11
ARTICLE VIII	<u>Condemnation</u>	11
ARTICLE IX	<u>Acquisition of Additional Property</u>	12
ARTICLE X	Rights and Obligations of the Association	12
Section 1.	Common Area	12
Section 2.	Personal Property and Real Property for Common Use	12
Section 3.	Rules and Regulations	12
Section 4.	Implied Rights	12
Section 5.	Governmental Interests	12
Section 6.	Landscape Buffers and Conservation and Preservation Area	13
Section 7.	Gopher Tortoise Management Plan	13
ARTICLE XI	<u>Assessments</u>	14
Section 1.	Creation of Assessments	14
Section 2.	Computation of Annual Club Dues and Base Assessment	15
Section 3.	Computation of Neighborhood Assessments	15
Section 4.	Special Assessments	16

Section 5.	User Assessments.....	16
Section 6.	Lien for Annual Club Dues and Assessments.....	17
Section 7.	Reserve Budget.....	18
Section 8.	Subordination of the Lien to First Mortgages.....	18
Section 9.	Contributions to Working Capital.....	18
Section 10.	Exempt Property.....	19
ARTICLE XII	<u>Neighborhoods</u>	19
Section 1.	General.....	19
Section 2.	Request for Services.....	19
Section 3.	Division of Neighborhoods.....	19
Section 4.	Amendments to Supplemental Declarations.....	19
ARTICLE XIII	<u>Architectural Standards</u>	19
Section 1.	Architectural Standards.....	19
Section 2.	Architectural Review Committee.....	20
Section 3.	No Waiver of Future Approvals.....	20
Section 4.	Variance.....	20
Section 5.	No Liability.....	21
Section 6.	Compliance.....	21
ARTICLE XIV	<u>Use Restrictions</u>	21
Section 1.	Signs.....	21
Section 2.	Parking and Prohibited Vehicles.....	21
Section 3.	Occupants Bound.....	22
Section 4.	Animals and Pets.....	22
Section 5.	Annoyances.....	22
Section 6.	Unsightly or Unkempt Conditions.....	23
Section 7.	Antennas.....	23
Section 8.	Clotheslines, Garbage Cans, Tanks, Etc.....	23
Section 9.	Subdivision of Unit and Timesharing.....	23
Section 10.	Firearms.....	23
Section 11.	Pools.....	24
Section 12.	Tents, Trailers, and Temporary Structures.....	24
Section 13.	Wells and Drainage.....	24
Section 14.	Tree Removal.....	24
Section 15.	Sight Distance at Intersections.....	24
Section 16.	Utility Lines.....	24
Section 17.	Air Conditioning Units.....	24

Section 18.	Lighting.....	24
Section 19.	Artificial Vegetation, Exterior Decorations, and Similar Items.....	24
Section 20.	Energy Conservation Equipment	24
Section 21.	Wetlands, Water Bodies, Conservation or Reserve Tracts, and Conservation Easements	25
Section 22.	Fences.....	25
Section 23.	Business Use.....	25
Section 24.	On-Site Fuel Storage.....	26
Section 25.	Leasing of Units.....	26
Section 26.	Play Equipment.....	26
Section 27.	Window Coverings.....	26
Section 28.	Roadways, Sidewalks, Driveways.....	27
Section 29.	Polling Place Requirement	27
ARTICLE XV	<u>Use of Effluent</u>	27
ARTICLE XVI	<u>Telecommunications Services</u>	27
Section 1.	Communications, Information and Internet Services Agreement.....	27
Section 2.	Easements	28
ARTICLE XVII	<u>General Provisions</u>	28
Section 1.	Term.....	28
Section 2.	Amendment.....	28
Section 3.	Easements for Utilities, Etc.	29
Section 4.	Public Easements.....	30
Section 5.	Easement for Golf Balls.....	30
Section 6.	Easement for Drainage.....	30
Section 7.	Assumption of Risk and Indemnification.....	30
Section 8.	Conservation Easements.....	30
Section 9.	Severability	31
Section 10.	Right of Entry.....	31
Section 11.	Perpetuities	31
Section 12.	Litigation.....	31
Section 13.	Use of Term “Stonebridge” or Logo.....	31
Section 14.	Disciplinary Action.....	31
Section 15.	Security	32
Section 16.	Notice of Transfer of Unit.....	32
Section 17.	Non-Condominium/Non-Cooperative	32
Section 18.	Restriction on Mortgaging Common Area	33

Section 19.	Conflict Between the Declaration and Neighborhood Documents	33
ARTICLE XVIII	<u>Mortgagee Provisions</u>	33
Section 1.	Notice of Action	33
Section 2.	Special FHLMC Provision	33
Section 3.	No Priority	34
Section 4.	Notice to Association	34
Section 5.	Amendment by Board	34
Section 6.	Applicability	34
Section 7.	Failure of Mortgagee to Respond	35
ARTICLE XIX	<u>Irrigation</u>	35
Section 1.	General	35
Section 2.	Central Distribution Installation	35
Section 3.	Unit Distribution Installation	35
Section 4.	Maintenance of Unit Distribution System	35
Section 5.	Cost of Irrigation Service	35
Section 6.	Distribution Schedule	36
Section 7.	Easement	36

**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR STONEBRIDGE COUNTRY CLUB COMMUNITY ASSOCIATION, INC.**

STATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS

The Properties were previously subjected to the Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded in O.R. Book 2040, Page 1 et. seq., Public Records of Collier County, Florida (referred to herein as “this Declaration” or “the Declaration”). The Properties shall be held, transferred, sold, and conveyed subject to the following covenants, conditions, restrictions, easements, reservations, assessments, closings, liens, charges, and other provisions set forth in this Declaration, all of which shall run with such property, be binding on all parties having any right, title, or interest in any part of such property, their heirs, successors in-title, and assigns, and inure to the benefit of each owner thereof.

Article I. General Plan of Development

A. The Properties are a planned unit development (“PUD”) known as Stonebridge Country Club. Stonebridge Country Club contains various residential housing, recreational and social amenities, roads, landscape areas, gatehouses, signage, conservation areas, and a surface water management system. Stonebridge Country Club was developed in phases in accordance with the Planned Unit Development Ordinance No. 88-53, as amended and supplemented from time to time (the “PUD Ordinance”).

B. The Properties are subject to this Declaration. In addition, the Properties are grouped into a series of Neighborhoods comprising one or more types of units in which owners have common interests not common to all owners, such as a common theme, entry features, neighborhood common areas or amenities not available for use by all owners. Neighborhoods may but need not be required to be governed by a separate set of covenants, conditions and restrictions and a Neighborhood Association.

C. This Declaration is designed to establish and create a general plan and common scheme for the improvement and maintenance of the Properties. To protect property values and to contribute to the health, safety and welfare of the Owners and their guests and invitees, the Properties subjected to this Declaration shall be held sold, conveyed, encumbered, leased, occupied and improved subject to the covenants, conditions, restrictions, easements, encumbrances, rights, and other matters set forth in this Declaration and the other documents governing all or any portion of the Properties.

Article II. Definitions

Section 1. “**Act**” shall mean and refer to Chapter 720, Florida Statutes.

Section 1.1. “**Articles of Incorporation**” shall mean and refer to the Restated Articles of Incorporation of Stonebridge Country Club Community Association, Inc., as filed with the Secretary of State of Florida, as the same may be amended from time to time.

Section 2. “**Annual Club Dues**” shall mean and refer to assessments levied for use of the Club Facilities in accordance with Article XI, Section 2 of this Declaration.

Falk Law Firm, P.A.
7400 Tamiami Trail North, Suite 103
Naples, FL 34108

Section 3. **"Assessments"** shall mean and refer to Base Assessments, Annual Club Dues, Special Assessments, Neighborhood Assessments, and User Assessments, collectively or individually.

Section 4. **"Association"** shall mean and refer to Stonebridge Country Club Community Association, Inc., a Florida not-for-profit corporation, its successors or assigns.

Section 5. **"Base Assessment"** shall mean and refer to assessments levied in accordance with Article XI, Section 2 of this Declaration.

Section 6. **"Board of Directors"** shall mean and refer to the Board of Directors of the Association.

Section 7. **"Bylaws"** shall mean and refer to the Amended and Restated Bylaws of the Association, as the same may be amended from time to time.

Section 8. **"Club Facilities"** shall mean the Club Tracts and all buildings, and other improvements, including without limitation the golf, tennis, swim, clubhouse amenities, and all equipment utilized in connection with the operation and maintenance of said amenities, and any substitutions, replacements or additions thereto.

Section 9. **"Club Tracts"** shall mean and refer to Tract C and all tracts labeled "GC" on the Plat recorded in Plat Book 19, Page 92 through 103, inclusive, of the Collier Country Public Records.

Section 10. **"Common Expenses"** shall mean and include the actual and estimated expenses incurred by the Association for the general benefit of all Members, including any reasonable reserves, all as may be found to be necessary and appropriate by the Board of Directors pursuant to this Declaration, the Bylaws, and the Articles of Incorporation.

Section 11. **"Common Area"** shall mean all real property located within the Properties which is owned or leased by the Association or dedicated for use or maintenance by the Association or its Members, including, regardless of whether title has been conveyed to the Association: real property the use of which is dedicated to the Association or its Members by a recorded plat; or real property committed by this Declaration to be leased or conveyed to the Association. The Common Area includes, without limitation, the Club Facilities.

Section 12. **"Community-Wide Standard"** shall mean the standard of conduct, maintenance or other activity generally prevailing throughout the Properties. Such standard may be more specifically determined by the Board of Directors and shall be enforceable as a Rule or Regulation.

Section 13. **"Exclusive Common Area"** shall mean and refer to certain portions of the Common Area which are for the exclusive use and benefit of one (1) or more, but less than all, of the Units. All costs associated with maintenance, repair, replacement, and insurance of Exclusive Common Areas shall be assessed against the Owners and their Lots which are benefited thereby as a Neighborhood Assessment. By way of illustration and not obligation or limitation, Exclusive Common Areas may include entry features for a particular Neighborhood or Neighborhoods and supported exclusively by Neighborhood Assessments. Initially, any Exclusive Common Areas shall be designated as such and the exclusive use thereof shall be assigned by Supplemental Declaration, or in the deed or Plat conveying or dedicating the Common Area to the Association. A portion of the Common Area may be assigned as

Falk Law Firm, P.A.
7400 Tamiami Trail North, Suite 103
Naples, FL 34108

Exclusive Common Area of a particular Neighborhood or Neighborhoods and Exclusive Common Area may be reassigned upon the vote of a majority of the votes within the Neighborhood(s) to which they are assigned and the approval thereof by the Association.

Section 14. **"Lot"** shall mean and refer to any single family lot or condominium unit.

Section 15. **"Member"** shall mean and refer to a Person entitled to membership in the Association, as provided herein.

Section 16. **"Mortgage"** shall mean and refer to a mortgage, a deed of trust, a deed to secure debt, or any other form of security deed held by a Mortgagee.

Section 17. **"Mortgagee"** shall mean and refer to the holder of a Mortgage.

Section 18. **"Mortgagor"** shall mean and refer to any Person who gives a Mortgage.

Section 19. **"Neighborhood"** shall mean and refer to a particular area located within the Properties which is designated by the Developer as a Neighborhood by Neighborhood Documents or by Supplemental Declaration. By way of illustration and not of limitation, a condominium, villa development, zero lot line, or single-family detached housing development may each constitute a separate Neighborhood.

Section 20. **"Neighborhood Assessments"** shall mean Assessments levied against the Units in a particular Neighborhood or Neighborhoods to fund Neighborhood Expenses.

Any Neighborhood Assessment shall be levied equally against all Units in the Neighborhood(s) benefiting from the services supported thereby, provided that in the event of Assessments for exterior maintenance of structures, or insurance on structures, or replacement reserves which pertain to particular structures, such Assessments for the use and benefit of particular Units shall be levied equitably among the benefited Units in the manner determined by the Board of Directors in its sole discretion.

Section 21. **"Neighborhood Association"** shall mean and refer to any not-for-profit corporation established for a Neighborhood in accordance with Neighborhood Documents and may include, without limitation, a homeowners association or a condominium association.

Section 22. **"Neighborhood Committee"** shall mean a group of three (3) to five (5) people elected by the Owners within a Neighborhood in accordance with the Bylaws. If there is a Neighborhood Association within a Neighborhood, the Board of Directors of that Neighborhood Association will serve as the Neighborhood Committee.

Section 23. **"Neighborhood Documents"** shall mean and refer to any and all documents, instruments, and agreements creating and governing any Neighborhood, including without limitation, a declaration, articles of incorporation and bylaws of the Neighborhood Association and any rules and guidelines established thereunder.

Section 24. **"Neighborhood Expenses"** shall mean and include the actual and estimated expenses incurred by the Association for the benefit of Owners of Units within a particular Neighborhood or Neighborhoods, which may include a reasonable reserve for capital repairs and replacements, all as

Falk Law Firm, P.A.
7400 Tamiami Trail North, Suite 103
Naples, FL 34108

may be specifically authorized herein or in a Supplement. Neighborhood Expenses may be shared by one (1) or more benefited Neighborhoods.

Section 25. "**Neighborhood Services**" shall mean and refer to services provided to Units within a Neighborhood in accordance with a Supplemental Declaration, including without limitation services such as landscape maintenance, periodic painting, pressure cleaning, etc.

Section 26. "**Owner**" shall mean and refer to one (1) or more Persons who holds the record title to any Unit which is part of the Properties, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Unit is sold under a recorded contract of sale (agreement for deed), and the contract specifically so provides, then the purchaser (rather than the fee owner) will be considered the Owner. If a Unit is leased and if such lease specifically so provides, then the lessee thereof (rather than the fee owner) shall be considered the Owner.

Section 27. "**Person**" means a natural person, a corporation, a partnership, a trustee, or any other legal entity.

Section 28. "**Properties**" shall mean and refer to the real property described in **Exhibit "A"** attached hereto, together with such additional property as is hereafter subjected to this Declaration by Supplemental Declaration.

Section 29. "**Rules and Regulations**" shall mean and refer to the rules and regulations adopted by the Board of Directors, as the same may be amended from time to time. The Rules and Regulations shall specifically include, but not be limited to, the Rules and Regulations regulating the use of the Club Facilities.

Section 30. "**Special Assessment**" shall mean and refer to assessments levied in accordance with Article XI, Section 4 of this Declaration.

Section 31. "**Stonebridge Country Club**" shall mean and refer to the Development described in the PUD ordinance as amended from time to time.

Section 32. "**Supplemental Declaration**" shall mean an amendment or supplement to this Declaration which subjected additional property to this Declaration and/or imposed, expressly or by reference, additional restrictions and obligations on the land described therein.

Section 33. "**Unit**" shall mean collectively a Lot and any dwelling, structure, or other improvement thereon, and shall include a condominium unit. Each Lot and building which is intended for use as a residence shall be considered a separate Unit. In the case of a condominium, each condominium Unit shall be considered a separate Unit.

Section 34. "**User Assessment**" shall mean and refer to assessments levied in accordance with Article XI, Section 5 of this Declaration.

Article III. Property Rights

A. Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area, including the Club Facilities, for its intended purpose, subject to this Declaration as it may be amended from time to time, to reasonable Rules and Regulations adopted from time to time, and

Falk Law Firm, P.A.
7400 Tamiami Trail North, Suite 103
Naples, FL 34108

to any restrictions or limitations contained in any deed conveying such property to the Association; provided, however, that every Owner's right to use the Club Facilities is subject to the obligation to pay Assessments including without limitation, Annual Club Dues and such other use fees and charges established by the Board of Directors from time to time, and to such Owner's compliance with the then existing Rules and Regulations.

B. An Owner's right to use the Common Area may be restricted or suspended as set forth in Section 720.305 of the Act for failure to pay amounts owing to the Association, misconduct, or failure to abide by the Declaration or the Rules and Regulations; provided, however, every Owner's right to ingress and egress to his or her Unit shall remain unrestricted. An Owner's rights to use the Common Area, excluding the Club Facilities, may, subject to the terms and conditions of the Rules and Regulations, be delegated to persons lawfully residing in the Owner's Unit.

C. An Owner's rights to use of the Club Facilities may be delegated to a lessee subject to compliance with the Rules and Regulations. The Rules and Regulations may include without limitation restrictions on the number of guests an Owner may have use the Club Facilities at any one time or during any fiscal year and a requirement that guests who are not in residence in the Owner's Unit be accompanied by the Owner during the period they are using the Club Facilities.

D. An Owner who is an individual or husband and wife shall have access to the Club Facilities for themselves and their immediate family (as defined in the Rules and Regulations). If an Owner is an entity or more than one individual (other than husband and wife), the Board of Directors may restrict access to the Club Facilities to one family or two individuals residing in the Unit designated by the Owner(s). The ability of Owner(s) to change the designees may be restricted by the Board of Directors, and upon any change in the designees the Association may impose a redesignation fee equal to a maximum of Twenty-Five percent (25%) of the Annual Club Dues for the year of the change.

E. The easement provided for herein shall be appurtenant to and shall pass with ownership of a Unit, but shall not be deemed to grant any ownership interest in the Common Area.

F. The Board of Directors shall have the right, in its sole discretion, to permit non-residents to use the Common Area, including the Club Facilities, on terms and conditions determined solely by the Board of Directors.

Article IV. Membership and Voting Rights

Section 1. **Membership.** Every Owner shall be deemed to have a Membership in the Association, as provided in Section 2 below. No Owner, whether one (1) or more Persons, shall have more than one (1) membership per Unit owned. In the event the Owner of a Unit is more than one (1) Person, votes and rights of use and enjoyment shall be as provided in this Declaration, the Bylaws or Rules and Regulations. The rights and privileges of membership may be exercised by an Owner or the Owner's spouse, subject to the provisions of this Declaration, the Bylaws, and the Rules and Regulations. The voting rights of a Unit owned by a corporation, partnership, other legal entity, or joint tenants shall be exercised by the individual designated from time to time by the Owner in a written instrument provided to the Secretary in advance, subject to the provisions of this Declaration, the Bylaws and the Rules and Regulations.

Falk Law Firm, P.A.
7400 Tamiami Trail North, Suite 103
Naples, FL 34108

Section 2. **Voting.** The Members shall be all Owners of fee title to Units. Members shall be entitled to one (1) vote for each Unit in which they hold fee title. The voting rights of a Unit owned by a corporation, partnership, other legal entity, shall be exercised by the individual designated from time to time by the Owner in a written instrument provided to the Secretary in advance, subject to the provisions of this Declaration, the Bylaws and the Rules and Regulations.

Article V. Maintenance

A. The Association shall operate, maintain, and keep in good repair the Common Area, including the Club Facilities, the maintenance of which will be funded as hereinafter provided. Operation of the Common Area shall include, without limitation, all utilities, taxes and assessments with respect to the Common Area, including the Club Facilities, unless otherwise maintained by a Neighborhood Association.

B. This operation and maintenance shall include, but need not be limited to:

(1) maintenance, repair, replacement, and monitoring of all lakes, ponds, and other bodies of water within the Properties which also serve as part of the drainage system for the Properties;

(2) all wetlands within the Properties, whether Common Area or not;

(3) all conservation and preservation areas and easements within the Properties;

(4) all other landscape buffers, conservation buffers and easements, and preservation buffers;

(5) all requirements arising out of protected species and/or vegetation management plans approved as a condition of permit issuance by any county, state, or federal agency or required by the PUD Ordinance, as such plans, permits, or PUD Ordinance may from time to time be amended and specifically, including but not limited to, the Gopher Tortoise Management Plan, dated January, 1992, approved by the Florida Game and Fresh Water Fish Commission and the United States Army Corps of Engineers, as the same may be amended from time to time, related to wetlands conservation;

(6) all permit conditions of South Florida Water Management District and all successor agencies relating to consumptive use and/or surface water management;

(7) all permit conditions legally imposed by Collier County or other governmental or quasi-governmental agencies or authorities having jurisdiction; and

(8) all structures, and improvements, including all roads, gatehouses, signage, clubhouses, golf facilities, tennis facilities, pool, entry features, perimeter walls, streets, drives, sidewalks, bike paths, street lighting fixtures, and landscaping situated upon the Common Area (except as otherwise specifically provided in Section 2 hereof).

C. All costs associated with the operation, maintenance, repair, replacement, and monitoring of the Common Area, including all monitoring, administrative, and implementation expense required and resulting from a condition of any and all development permits including, but not limited to, maintenance of all conservation and preserve tracts and easements, compliance with all development permit

Falk Law Firm, P.A.
7400 Tamiami Trail North, Suite 103
Naples, FL 34108

conditions, compliance with all animal and vegetation management plans approved pursuant to development permit approvals (Specifically including the Gopher Tortoise Management Plan, January, 1992, as the same may be amended from time to time), and compliance with all South Florida Water Management and United States Army Corps of Engineers, or Collier County permit requirements, or those of any successor agencies, shall, unless related to Exclusive Common Area or Neighborhood Services as described by Supplemental Declaration, be a Common Expense to be allocated among all Units as part of the Base Assessment and the Annual Club Dues as hereinafter described. Costs of operation and maintenance of Exclusive Common Area and providing Neighborhood Services shall be Neighborhood Expenses allocated as a Neighborhood Assessment among all applicable Units.

D. The Association may elect to maintain additional property as provided in any maintenance agreement entered into by the Association. The Association may maintain other property which it does not own, including, without limitation, property dedicated to the public, if the Board of Directors determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard. The costs of such maintenance shall be allocated among all Units as part of the Base Assessment.

E. The Association shall have the right to remove exotic vegetation from the ten (10) foot drainage easement referred to in the last paragraph of 3 below.

Section 2. **Responsibility of Neighborhood Association.** Each Neighborhood Association shall have the responsibility for maintaining all real and personal property now or hereafter controlled by the Neighborhood Association, in accordance with the Community-Wide Standard.

Section 3. **Owner's Responsibility.**

A. Each Owner shall maintain his or her Unit, including:

(a) All structures, parking areas, landscaping, and other improvements thereon except as otherwise maintained by the Association as a Neighborhood Service in accordance with a Supplemental Declaration or a Neighborhood Association, in accordance with the Community-Wide Standards.

(b) Owners of Units which are adjacent to any portion of the Common Area on which walls have been constructed shall maintain that portion of the Common Area which lies between the wall and the Unit boundary.

(c) Owners of Units fronting on any roadway within the Properties shall maintain driveways serving their respective Units and shall maintain landscaping on that portion of the Common Area, if any, or right-of-way between the Unit boundary and the nearest street curbs, provided the Owner shall not install or remove trees, shrubs or landscaping material other than installation and replacement of sod within such area without the prior written approval of the ARC.

(d) Owners of Units fronting on the water's edge or upon landscaping buffer fronting the water's edge of any lake or other body of water within the Properties shall maintain and irrigate all landscaping between the Unit boundary and such water's edge, provided, the Owners shall have no right to remove or install trees, shrubs or similar vegetation in this area without prior approval pursuant to Article XIII hereof.

B. The Owners of Lots 1 through 10, inclusive, of Hawthorne Estates, according to the Plat recorded in Plat Book 19, Pages 92 through 103, inclusive, of the Public Records of Collier County,

Falk Law Firm, P.A.
7400 Tamiami Trail North, Suite 103
Naples, FL 34108

Florida, hereby acknowledge that a portion of said lots are hereby burdened by a Preservation Easement and use of such easement area shall be restricted as provided in the Preservation Easement recorded in O.R. Book 2056, Page 26 through 55, inclusive, of the Public Records of Collier County, Florida. Maintenance of such easement area shall be the responsibility of the Association

Section 4. **Landscape and Other Maintenance.** The Board of Directors of the Association shall adopt Community-Wide Standards regarding landscape maintenance and the exterior appearance of all Units. Landscape and irrigation maintenance may include, but is not limited to, frequency of watering, trimming, etc. and quantity and frequency of application of fertilizers and pesticides, quantity and time of day of irrigation. All such Community-Wide Standards shall be adopted in accordance with good agronomical practices.

The Association and/or the Neighborhood Association may, but shall not be required to provide, landscape and/or lawn maintenance services to Units. Such services which are provided on a mandatory basis in accordance with a Supplemental Declaration shall be assessed as a Neighborhood Assessment. Such services which are provided on a voluntary contract basis, shall be charged to the Units being maintained as a User Assessment.

All maintenance required by Article V, Sections 2, 3 and 4, shall be performed in a manner consistent with the Community-Wide Standards. If any Neighborhood Association or Owner fails to perform the maintenance responsibilities in accordance with the Community-Wide Standard, the Association may perform it and assess all costs incurred by the Association against the Unit and the Owner thereof as a User Assessment, plus an administrative surcharge of no more than the greater of \$100 or 5% of costs incurred by the Association for its remedial action. Prior to entry, the Association shall afford the Neighborhood Association or the Owner, as the case may be, a minimum of three (3) days notice and an opportunity to remedy the condition inconsistent with the Community-Wide Standard, except when entry and repair is required due to an emergency.

Section 5. **Cooperation with Neighborhood Associations.** The Board shall have the power to assist a Neighborhood Association in the performance of their duties and obligations under the Neighborhood Documents and cooperate with the Neighborhood Association so that the Neighborhood Association and the Association can more efficiently and economically provide all required services to the Owners. It is contemplated that from time to time the Neighborhood Association or the Association may use the services of each other in the furtherance of its goals and obligations and that they may contract with each other to better provide for such cooperation. Neighborhood Documents may impose higher standards of maintenance and conduct than this Declaration, the Rules and Regulations and the Community-Wide Standard. Neighborhood Documents, may not impose less stringent standards on maintenance and conduct than those imposed by or in accordance with this Declaration. In the event standards set forth in this Declaration or by the Association conflict with Neighborhood Documents or standards of conduct or maintenance set by a Neighborhood Association, this Declaration and the standards of the Association shall control.

Article VI. Insurance and Casualty Losses

Section 1. Insurance.

A. The Association's Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain blanket all-risk casualty insurance, if reasonably available, for all insurable

Falk Law Firm, P.A.
7400 Tamiami Trail North, Suite 103
Naples, FL 34108

improvements on the Common Area, including the Club Facilities. If blanket all-risk coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. This insurance shall be in an amount sufficient to cover one hundred percent (100%) of the replacement cost of any repair or reconstruction of improvements in the event of damage or destruction from any insured hazard.

B. The Board shall also obtain a public liability policy covering the Common Area, including the Club Facilities, for the benefit of the Association and its Members, for damage or injury caused by the possible negligence of the Association or any of its Members or agents. The public liability policy shall have a combined single limit in an amount to be determined by the Board of Directors from time to time.

C. Premiums for all insurance on the Common Area, including the Club Facilities, shall be a Common Expense.

D. All insurance coverage obtained by the Board of Directors shall be written in the name of the Association as trustee for the respective benefited parties, as further identified in subsection (b) below. Insurance and all proceeds thereof shall be governed by the provisions hereinafter set forth:

(1) All policies shall be written with a company authorized to do business in Florida which holds a Best's rating of A, if reasonably available.

(2) All policies on the Common Area, including the Club Facilities, shall belong to the Association and be for the benefit of the Association and its Members, as their interests may appear.

(3) Exclusive authority to adjust losses under policies obtained by the Association, on the Properties, shall be vested in the Board of Directors.

(4) In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by individual Owners, occupants, Mortgagees, or Neighborhood Associations.

(5) All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one or more qualified Persons, at least one of whom must be in the real estate industry and familiar with construction in Collier County, Florida.

(6) The Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(i) a waiver of subrogation by the insurer as to any claims against the Board of Directors, the Association's manager, Owners, and their respective tenants, servants, agents, and guests;

(ii) a waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;

(iii) a statement that no policy may be cancelled, invalidated, suspended, or subject to non-renewal based on any one or more individual Members;

Falk Law Firm, P.A.
7400 Tamiami Trail North, Suite 103
Naples, FL 34108

(iv) a statement that no policy may be cancelled, invalidated, suspended, or subject to non-renewal based on the conduct of any director, officer, or employee of the Association, or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Member, or Mortgagee;

(v) that any "other insurance" clause in any policy exclude individual Members' policies from consideration; and

(vi) that the Association will be given at least thirty (30) days prior written notice of any cancellation, substantial modification or non-renewal.

E. In addition to the other insurance required by this Section, the Board shall obtain, as a Common Expense, worker's compensation insurance if and to the extent required by law, directors' and officers' liability coverage if available at a reasonable cost, a fidelity bond or bonds on directors, officers, employees, and other Persons handling or responsible for the Association's funds if reasonably available, flood insurance on Common Area if required, and liquor and operating liability. Fidelity bonds, if acquired, shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and shall require at least thirty (30) days prior written notice to the Association of any cancellation, substantial modification, or non-renewal.

Section 2. **Individual Insurance.**

A. By virtue of becoming an Owner, each Owner covenants and agrees with all other Owners and with the Association that each Owner, except to the extent carried by a Neighborhood Association, shall carry blanket all-risk casualty insurance on his or her Unit meeting the same requirements as set forth in Section 1 of this Article for insurance on the Common Area, shall carry public liability insurance with limits and coverage adopted by the Board as provided from time to time, and shall carry flood zone insurance if the property is in a flood zone and if the same would be required by a Mortgagee.

B. Each Owner further covenants and agrees that in the event of a partial loss or damage (damage other than total destruction as defined below) resulting in less than total destruction of the Unit, the Owner shall remove all debris within sixty (60) days and complete repair or reconstruction of the damaged Unit within one (1) year in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article XIII of this Declaration. The Owner shall pay any costs of repair or reconstruction which are not covered by insurance proceeds.

C. Total destruction shall mean the structure must be completely cleared (other than foundation improvements) prior to reconstruction. In the event that the structure is totally destroyed, the Owner may decide not to rebuild or to reconstruct, in which case the Owner shall clear the Unit of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction, sod, landscaping and irrigate the Lot and thereafter the Owner shall continue to maintain the same in a neat and attractive condition consistent with the Community-Wide Standard.

Section 3. **Damage and Destruction.**

A. Immediately after damage or destruction by fire or other casualty to all or any part of the Properties covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance

Falk Law Firm, P.A.
7400 Tamiami Trail North, Suite 103
Naples, FL 34108

and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Properties. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Properties to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

B. Any casualty damage or destruction to the Common Area, including the Club Facilities, shall be repaired or reconstructed by the Association.

Section 4. **Disbursement of Proceeds.** The proceeds of insurance shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repair or reconstruction to the Common Area, including the Club Facilities, shall be retained by and for the benefit of the Association and placed in a segregated capital improvements account. This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by such Mortgagee.

Section 5. **Insufficient Proceeds.** If the insurance proceeds are not sufficient to defray the cost of repair or reconstruction, the Board of Directors shall, without the necessity of a vote of the Members, levy a Special Assessment on the same basis as provided for Base Assessments (Article XI, Section 2). Additional Special Assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

Article VII. No Partition

Except as is permitted in this Declaration or any amendments hereto, there shall be no judicial partition of the Common Area, nor shall any Person acquiring any interest in the Properties or any part thereof seek any judicial partition unless the Properties have been removed from the provisions of this Declaration. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not currently be subject to this Declaration.

Article VIII. Condemnation

A. Whenever all or any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board of Directors acting on the written direction of Members representing at least sixty-seven percent (67%) of the total votes eligible to be cast by the Members) by any authority having the power of condemnation or eminent domain, each Member shall be entitled to notice thereof. The award made for such taking shall be payable to the Association as trustee for all Members to be disbursed as follows:

B. If the taking involves a portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Area to the extent lands are available therefor, in accordance with plans approved by the Board of Directors. Upon reconstruction or replacement of such improvements, the above provisions in Article VI regarding the disbursement of funds with respect to casualty damage or destruction which is to be repaired shall apply.

C. If the taking does not involve any improvements on the Common Area, or if there are net funds remaining after any restoration or replacement is completed, then such award or net funds shall be

Falk Law Firm, P.A.
7400 Tamiami Trail North, Suite 103
Naples, FL 34108

placed in a segregated capital improvements account. This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by such Mortgagee.

Article IX. Acquisition of Additional Property

The acquisition of Common Area, other than that which is located within the property described on Exhibits "A" or "B," shall be subject to the approval of a majority vote of the Members.

Article X. Rights and Obligations of the Association

Section 1. **Common Area.** The Association, subject to the rights of the Members set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including, without limitation, the Club Facilities and all furnishings and equipment related thereto) and shall keep the same in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions hereof and consistent with the Community-Wide Standard.

Section 2. **Personal Property and Real Property for Common Use.** The Association, through action of its Board of Directors, may acquire, hold, and dispose of tangible and intangible personal property and real property.

Section 3. **Rules and Regulations.**

A. The Association, through its Board of Directors, may make and enforce the Rules and Regulations. Sanctions under the Rules and Regulations may include reasonable monetary fines and suspension of the right to use the Common Area to the extent permitted by the Act (except as necessary for ingress and egress to the Owner's Unit), and exclusion from the Properties of any contractor, subcontractor, agent, or other invitee who fails to comply with the provisions of the Rules and Regulations. The Board shall, in addition, have the power to seek legal or equitable relief in any court for violations of the Rules and Regulations or to abate nuisances. Hearings prior to imposition of sanctions shall be as provided in the Bylaws of the Association. Fines levied by the Association shall be considered User Assessments to the extent permitted by the Act.

B. The Association, through the Board, by contract or other agreement, shall have the right to enforce county ordinances and to permit Collier County to enforce ordinances on the Properties for the benefit of the Association and its Members.

Section 4. **Implied Rights.** The Association may exercise any other right or privilege given to it expressly by this Declaration or the Bylaws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary or desirable to effectuate any such right or privilege.

Section 5. **Governmental Interests.**

A. The Association shall maintain and operate the water management system within the Properties in accordance with the applicable permits and regulations of the South Florida Water Management District and/or its successor. Any amendment which would affect the surface water

Falk Law Firm, P.A.
7400 Tamiami Trail North, Suite 103
Naples, FL 34108

management system and conservation areas or easements, including the water management portions of the Common Area, must have the prior approval of the South Florida Water Management District and any other governmental authority with jurisdiction.

B. Natural vegetative buffers between the Units and any jurisdictional wetland preserve and/or conservation tract as may be required by the South Florida Water Management District shall not be located within the boundaries of a Unit unless otherwise approved by the South Florida Water Management District. Such buffers shall be platted as a separate tract or created as an easement over an expanded limit of the preserve tracts, and which would be dedicated as preserve/drainage tracts, to include the buffer within the preserve tract. If the buffer is located within a separate tract, the tract shall be dedicated on the plat to the Association along with all maintenance responsibilities and, if necessary, to Collier County with no maintenance responsibilities. All preserve buffer easements shall be recorded on the plat with covenants to be agreed upon and reviewed by Project Review Services - Environmental Staff and the Office of the County Attorney. All Owners shall comply with the requirements of Collier County and all governmental or quasi-governmental agencies or authority having jurisdiction.

Section 6. **Landscape Buffers and Conservation and Preservation Areas.**

A. Landscape buffers, conservation areas, preservation areas, wetlands preserves and/or other areas, and any management plans for those areas as may be required for the protection of wildlife and vegetation, as required by the PUD Ordinance approved by Collier County and/or any permit conditions of any state or federal agency (including the Gopher Tortoise Management Plan described in Section 7 below shall be maintained and monitored by the Association in accordance with all original permit conditions and/or PUD requirements.

B. The conservation and preservation tracts and easements may not be altered from their natural state with the exception of permitted activities. Activities prohibited within the conservation and preservation tracts and easements include, but are not limited to, construction or placing soil or other substances such as trash; removal or destruction of trees, shrubs, or other vegetation removal, except exotic or nuisance vegetation removal; excavation, dredging, or removal of soil material; diking or fencing; any other activities detrimental to drainage, flood control, water conservation, erosion control or fish and wildlife habitat conservation or preservation.

Section 7. **Gopher Tortoise Management Plan.** The Florida Game & Fresh Water Fish Commission and Collier County Environmental Review Department required, as a condition of development approval, a Gopher Tortoise Management Plan as amended from time to time, which provides for habitat protection for Gopher Tortoises, a species of special concern as designated by the State of Florida. The Management Plan shall identify and provide for protection and management of Gopher Tortoise habitat areas, prescribed burning of selected habitat areas, mechanical treatment of selected habitat areas, coordinated landscaping of native plant species, environmental education programs for Stonebridge Country Club residents, and predator control. The Association shall be responsible for compliance with the Gopher Tortoise Management Plan and permit conditions.

Falk Law Firm, P.A.
7400 Tamiami Trail North, Suite 103
Naples, FL 34108

Article XI. Assessments

Section 1. Creation of Assessments.

A. The Board is authorized to levy Assessments for Association expenses to be commenced at the time and in the manner set forth in Section 2 of this Article. There shall be four (4) types of Assessments levied: (a) Base Assessments and Annual Club Dues to fund Common Expenses as described in Section 2; (b) Neighborhood Assessments as described in Section 3; (c) Special Assessments as described in Section 4 below; and (d) User Assessments as described in Section 5 below.

B. Base Assessments and Annual Club Dues shall be levied equally on all Units subject to this Declaration. Neighborhood Assessments, Special Assessments and User Assessments shall be levied as provided in Sections 3, 4 and 5 below. Each Owner, by acceptance of a deed, is deemed to covenant and agree, in addition to any other obligation the Owner may have, to pay Assessments in a timely manner as and when due.

C. An Owner, regardless of how his or her title to a Unit has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all Assessments that come due while he or she is the Owner. Except as provided in this Declaration with respect to first Mortgagees, an Owner is jointly and severally liable with the previous Owner for all unpaid Assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the present Owner may have to recover from the previous Owner any amounts paid by the present Owner. For the purposes of the preceding sentence, the term "previous Owner" shall not include the Association if it acquires title to a delinquent property through foreclosure or by deed in lieu of foreclosure. The "present" Owner's liability for unpaid assessments is limited to any unpaid assessments that accrued before the Association acquired title to the delinquent property through foreclosure or by deed in lieu of foreclosure. Assessments and installments on Assessments that are not paid when due bear interest from the due date until paid at the highest rate provided by law. The Association may also charge a late fee not to exceed the greater of Twenty-Five Dollars (\$25.00) or five percent (5%) of the amount of each installment that is paid past the due date, or the maximum late fee permitted by the Act. Any payment received by the Association and accepted shall be applied first to any interest accrued, then to any late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent Assessment. The order of application of payments is applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment. A late fee is not subject to the provisions of Chapter 687, Florida Statutes and is not a fine. The foregoing is applicable notwithstanding Section 673.3111, Florida Statutes, any purported accord and satisfaction, or any restrictive endorsement, designation or instruction placed on or accompanying a payment.

D. Within fifteen (15) days after the date on which a request for an estoppel certificate is received from an Owner or Mortgagee, or his or her designee, the Association shall provide a certificate signed by an officer or authorized agent of the Association stating all Assessments and other moneys owed to the Association by the Owner or Mortgagee with respect to the parcel. The Association may charge a fee for the preparation of such certificate, and the amount of such fee must be stated on the certificate. The authority to charge a fee for the certificate shall be established by a written resolution adopted by the Board of Directors or provided by a written management, bookkeeping, or maintenance contract and is payable upon the preparation of the certificate. Any Person other than an Owner who relies upon such certificate receives the benefits and protection thereof.

Falk Law Firm, P.A.
7400 Tamiami Trail North, Suite 103
Naples, FL 34108

E. All Assessments shall be paid in such manner and on such dates as may be fixed from time to time by the Board of Directors which may include, without limitation, acceleration of Base Assessments and Annual Club Dues for the balance of the fiscal year resulting from delinquencies. Unless the Board of Directors otherwise provides, the Base Assessment shall be paid in advance, in equal quarterly installments and the Annual Club Dues shall be paid in advance, on an annual basis.

F. No Owner may waive or otherwise exempt himself from liability for any Assessments, including, by way of illustration and not limitation, by non-use of Common Area or abandonment of the Unit. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of Assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board of Directors to take some action or perform some function required to be taken or performed by the Association or Board of Directors under this Declaration or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

Section 2. **Computation of Annual Club Dues and Base Assessment.**

A. It shall be the duty of the Board of Directors to annually prepare budgets covering the estimated Common Expenses of the Association. Separate budgets shall be established for the operation and maintenance of the Club Facilities and the operation and maintenance of all other Common Area. The budget for the Club Facilities shall include estimated revenues from the operation of the Club Facilities less all expenses incurred in operating, maintaining, and insuring the Club Facilities. The Board of Directors shall be the sole judge of allocation of costs and expenses between the budgets. The determination of the Board of Directors for allocation of costs shall be conclusive and binding on all Owners.

B. In the event the Annual Club Dues and the Base Assessments collected do not cover the Common Expenses, the Board of Directors shall levy an additional Base Assessment to cover such deficiency.

C. In the event Annual Club Dues and Base Assessments in excess of Common Expenses are collected in any fiscal year, the Board of Directors, in its sole discretion, may refund such excess to the Members who paid them or credit the excess Annual Club Dues or Base Assessments to the Members for the next fiscal year. If the Board determined to issue credits to Members, the excess funds shall be segregated and restricted to use for the next fiscal year.

Section 3. **Computation of Neighborhood Assessments.**

A. In addition to the Base Assessments and Annual Club Dues, it shall be the duty of the Board of Directors, with the assistance of the Neighborhood Committee(s), annually to prepare a separate budget covering the estimated Neighborhood Expenses to be incurred by the Association for each Neighborhood on whose behalf Neighborhood Expenses are expected to be incurred during the coming year at least sixty (60) days prior to the beginning of each fiscal year. The Neighborhood Committee(s) shall submit to the Board of Directors a proposed budget for Neighborhood Expenses a minimum of ninety (90) days prior to the beginning of the fiscal year. The Board shall be entitled to set such budget only to the extent that this Declaration, Supplemental Declaration, or the Owners in such Neighborhood authorize same by a majority vote.

Falk Law Firm, P.A.
7400 Tamiami Trail North, Suite 103
Naples, FL 34108

B. Any Neighborhood, through its Neighborhood Committee and as evidenced by a petition signed by a majority of the Owners within the Neighborhood, may request that additional services or a higher level of services be provided by the Association or as provided for in a Supplemental Declaration, and the Association, shall provide such higher level of service, and any additional costs shall be added to such budget. Such budget may include a reserve fund for repair and replacement of capital items within the Neighborhood, as appropriate. The Board shall cause a copy of such budget and notice of the amount of the Neighborhood Assessment to be levied on each Unit for the coming year to be delivered to each Owner of a Unit in the benefited Neighborhood(s) at least thirty (30) days prior to the beginning of each fiscal year.

C. In the event the Neighborhood Assessments collected are insufficient to fund Neighborhood Expenses, the Board of Directors shall have the right without a vote of the Neighborhood Committee or Members, to levy an additional Neighborhood Assessment to cover the actual expenses incurred.

D. In the event the Board fails for any reason to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year; provided, however, that upon the adoption of a new budget, the same shall be deemed retroactive to the beginning of the then current budget year and each affected Owner shall pay the increase, if any, from the beginning of the year to the date of the next installment payment in the manner determined by the Board of Directors.

Section 4. **Special Assessments.** The Board of Directors may levy Special Assessments from time to time for unanticipated costs and expenses; provided, however, that any Special Assessment which exceeds twenty percent (20%) of the Annual Club Dues plus the Base Assessments for the fiscal year shall require the affirmative vote or written consent of a majority of the Members required to pay the Special Assessment. Special Assessments pursuant to this paragraph shall be payable by Owners in such manner and at such times as determined by the Board of Directors, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved, if the Board so determines. Special Assessments shall be segregated into a separate account and shall only be used for the purpose collected.

Section 5. **User Assessments.** The Association may levy a User Assessment against any Owner individually and against such Owner's Unit to reimburse the Association for costs incurred in providing voluntary contract landscape maintenance, pest control, cable television service, or other services so provided to Owners by or through the Association. Additionally, a User Assessment may be levied against the Owner and the Owner's Unit to reimburse the Association for any expenses incurred to bring the Owner's Unit into compliance with the provisions of this Declaration, any amendments hereto, the Articles, the Bylaws, the Rules and Regulations and the Community-Wide Standard. Such User Assessment will be levied, upon the vote of the Board, but only after reasonable notice to the Owner, with an opportunity for a hearing. Fines levied by the Association shall be considered individual User Assessments. Accounts of Owners for fees and charges due for use of the Club Facilities shall likewise be considered individual User Assessments.

Falk Law Firm, P.A.
7400 Tamiami Trail North, Suite 103
Naples, FL 34108

Section 6. **Lien for Annual Club Dues and Assessments (Including Annual Club Dues);
Collection.**

A. Any and all Assessments and charges levied by the Association in accordance with the provisions of this Declaration and the Bylaws, together with interest at the highest rate allowed by law, late fees, costs of collection (including, but not limited to reasonable attorney's fees) are hereby declared to be a charge and continuing lien upon the Unit against which such Assessment(s) or charge(s) are made, and shall also be the personal obligation of the Owner of such Unit. This lien is superior to any homestead rights the Owner may acquire.

B. The Association may bring an action in its name to foreclose a Claim of Lien for Assessments in the manner set forth in the Act and may also bring an action to recover a money judgment against the Owner without waiving any Claim of Lien.

C. The continuing lien may be perfected by the Association recording a Claim of Lien in the Public Records of Collier County, Florida, setting forth the description of the Unit, the name of the Owner, the name and address of the Association and the amount and due date of each unpaid Assessment and charge as of the date the Claim of Lien is recorded. The Claim of Lien may be executed by either an officer of the Association or its legal counsel. The effectiveness of the Claim of Lien shall relate back to the date this Declaration was recorded in the Public Records of Collier County, Florida. However, with respect to first Mortgages of record, the Association's lien is effective from and after recording of a Claim of Lien in the Public Records of Collier County, Florida. A Claim of Lien shall secure payment of all Assessments and charges due at the time of recording (including interest, late fees, costs and attorney's fees as provided above), as well as all Assessments, interest, late fees, costs and attorney's fees coming due subsequently, until the Claim of Lien is satisfied or a final judgment of foreclosure obtained. Upon full payment of all sums secured by that Claim of Lien, the party making payment is entitled to a Satisfaction of Lien.

D. The Association may file a Claim of Lien against a Unit for unpaid Assessments after written notice or demand for past due Assessments as well as any other amounts owed to the Association has been made by the Association. The written notice or demand must (i) provide the Owner with forty-five (45) days following the date the notice is deposited in the mail to make payment for all amounts due, including, but not limited to, any attorney's fees and actual costs associated with the preparation and delivery of the written demand; and (ii) be sent by registered or certified mail, return receipt requested, and by first-class United States mail to the Owner at his or her last address as reflected in the records of the Association, if the address is within the United States, and to the Owner at the address of the Unit if the Owner's address as reflected in the records of the Association is not the Unit address. If the Owner's address reflected in the records of the Association is outside the United States, the Association may send the notice to that address and to the Unit address via first-class United States mail.

E. An action to foreclose the Claim of Lien may not be brought until forty-five (45) days after the Owner has been provided notice of the Association's intent to foreclose and collect the unpaid amount. The notice must be given in the manner provided in the preceding paragraph of this Section 6, and the notice may not be provided until the passage of the forty-five (45) days required in such preceding paragraph.

F. The Association, acting on behalf of its Members, shall have the power to bid for any Unit, whose lien is being foreclosed, at the foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which a Unit is owned by the Association following acquisition by

Falk Law Firm, P.A.
7400 Tamiami Trail North, Suite 103
Naples, FL 34108

foreclosure sale: (a) no right to vote shall be exercised on its behalf; (b) no Annual Club Dues or Assessments shall be levied on it; and (c) each other Unit shall be charged, in addition to its usual Annual Club Dues and Assessments, its equal pro rata share of the Annual Club Dues and Assessment that would have been charged against such Unit had it not been acquired by the Association. Suit to recover a money judgment for unpaid Assessments, costs and attorney's fees shall be maintainable without first foreclosing or waiving lien rights securing the same.

Section 7. **Reserve Budget.** The Board of Directors may, but shall not be obligated to, annually prepare a reserve budget to take into account the number and nature of, replaceable assets, based upon the expected life of each asset and reserve and the expected repair or replacement costs. The Board may set the required capital reserves in an amount sufficient to permit meeting the projected needs of the Association, as shown on the budget, with respect both to amount and timing over the period of the budget. The capital reserve required, if any, may be fixed by the Board and included within and distributed with the proposed budget and Annual Club Dues and Base Assessment, as provided in Section 2 of this Article. Capital reserves shall be segregated and used solely for the replacement, repair and addition to the capital assets of the Association as determined solely by the Board of Directors.

Section 8. **Subordination of the Lien to First Mortgages.** The Association's lien shall be subordinate and inferior to the lien of any recorded first Mortgage, to the least extent set forth in the Act, unless the Association's Claim of Lien was recorded prior to the first Mortgage, but shall be superior to, and take priority over any other mortgage or lien regardless of when recorded. When a first Mortgagee or its successor or assignee as a subsequent holder of the first Mortgage obtains title to a Unit as a result of a foreclosure of its first Mortgage or a deed in lieu of foreclosure, such first Mortgagee or its successor or assignee as a subsequent holder of the first Mortgage which acquires title shall be liable for unpaid Assessments and charges except as may be limited by the Act as it now exists and as it may be amended from time to time, plus interest, late fees, costs and attorneys' fees. The limitations on first Mortgagee liability provided in the preceding sentence shall apply only if the first Mortgagee filed suit against the Owner and initially joined the Association in the mortgage foreclosure action. Joinder of the Association is not required if, on the date the foreclosure complaint was filed, the Association was dissolved or did not maintain an office or agent for service of process at a location that was known to or reasonably discoverable by the first Mortgagee. Any Assessments and other amounts that such first Mortgagee or its successor or assignee as a subsequent holder of the first Mortgage which acquires title is not obligated to pay the Association pursuant to the Act shall be deemed to be Common Expenses collectible from the remaining Owners, including such acquirer, its successors and assigns. However, if the Association's Claim of Lien was recorded prior to the first Mortgage, the first Mortgagee or its successor or assignee as a subsequent holder of the first Mortgage which obtains title shall be liable for all unpaid Assessments and charges plus interest, late fees, collection costs and attorneys' fees.

Section 9. **Contributions to Working Capital.** Upon each transfer of record fee title to each Unit thereto a non-refundable contribution shall be made by the purchaser of such Unit to the working capital of the Association in an amount, equal to fifty percent (50%) of the total Annual Club Dues and Base Assessment for that year. The Association shall place these working capital contributions in a capital reserve account. The contributions required by this Section shall constitute an Assessment against the Unit and shall be subject to the same lien rights and other rights of collection applicable to all other Assessments under this Article. A transfer of record fee title to a Unit resulting from a purchase contract for a Unit that is entered into by a purchaser who (i) owns a different Unit on the effective date of the purchase contract; or (ii) owned a different Unit within ninety (90) days prior to the effective date of

Falk Law Firm, P.A.
7400 Tamiami Trail North, Suite 103
Naples, FL 34108

such purchase contract, shall be subject to payment of the working capital contribution, but such amount shall be ten percent (10%) of the total Annual Club Dues and Base Assessment for that year (the “Owner Discount”). There shall be no limit on the number of Owner Discounts that an Owner may have during his or her lifetime.

Section 10. **Exempt Property.** Notwithstanding anything to the contrary herein, the following property shall be exempt from payment of Annual Club Dues and Assessments:

A. All Common Area, including the Club Facilities; and

B. All property dedicated to and accepted by any governmental authority or public utility, including, without limitation, public schools, public streets, environmental buffers, landscape buffers, preservation and conservation areas, and public parks, if any.

Article XII. Neighborhoods

Section 1. **General.** Every Unit shall be located within a Neighborhood. The Units within a particular Neighborhood may be subject to additional covenants and/or the Unit Owners may all be members of a Neighborhood Association in addition to the Association. Any Neighborhood which does not have a Neighborhood Association shall elect a Neighborhood Committee at a Neighborhood meeting as described in the Bylaws. At the time provided in the Bylaws, the Board of Directors must coordinate a Neighborhood meeting.

Section 2. **Request for Services.** Each Neighborhood, upon the written consent of Owners representing a majority of the Lots within the Neighborhood, which such latter consent shall be delivered to the Association and shall contain the signatures of such majority, may request that the Association provide a higher level of service or special services for the benefit of Units in such Neighborhood, the cost of which shall be assessed against the benefited Units as a Neighborhood Assessment. The Association shall be required to provide such higher level of service.

Section 3. **Division of Neighborhoods.** Neighborhoods were created by Supplemental Declarations that were recorded in the Public Records of Collier County, Florida. Neighborhood Assessments are authorized by Supplemental Declarations and this Declaration.

Section 4. **Amendments to Supplemental Declarations.** A Supplemental Declaration may be amended by Owners representing a majority of the votes eligible to be cast for that Neighborhood, subject to approval by the Board of Directors.

Article XIII. Architectural Standards

Section 1. **Architectural Standards.**

A. No improvement (which term shall include without limitation, staking, clearing, excavation, grading, and other site works, new structures, pools, driveways, exterior alteration or modification and planting or removal of plants, trees or shrubs) shall take place except in strict compliance with this Article, until the requirements below have been fully met, and until approved by the appropriate committee in accordance with this Article. The committee established pursuant to Section 2 below may establish reasonable fees to be charged by the committee on behalf of the Association for review of an

Falk Law Firm, P.A.
7400 Tamiami Trail North, Suite 103
Naples, FL 34108

application for approval hereunder, which fees, if established, shall be paid in full prior to review of any application hereunder. All improvements constructed on any portion of the Properties shall be designed and built in accordance with the approved plans and specifications.

B. This Article shall not apply to construction on or improvements or modifications to the Common Area made by or on behalf of the Association.

C. The Board of Directors shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the committee established in this Article.

Section 2. **Architectural Review Committee.**

A. The Architectural Review Committee (sometimes referred to as "ARC") shall have jurisdiction to review and approve all construction on any portion of the Properties. Such construction may also be subject to review in accordance with any neighborhood declaration, if applicable. The Board of Directors appoints the members of the ARC, which shall consist of at least three (3) but no more than five (5) persons.

B. The ARC may prepare design and development guidelines, and application and review procedures ("**Design Guidelines**"), copies of which shall be available from the ARC for review. The Design Guidelines shall be those of the Association, and the ARC shall have sole and complete authority to prepare and to amend them. The ARC shall make the Design Guidelines available to Owners and builders who seek to engage in construction upon all or any portion of the Properties, and such Owners and builders shall conduct their operations strictly in accordance therewith. In the event that the ARC fails to approve or disapprove plans properly submitted to it, or fails to request additional information reasonably required within forty-five (45) days after acceptance of a complete submission thereof, the plans shall be deemed approved.

C. Members of the ARC may include architects or similar professionals who may or may not be Owners.

Section 3. **No Waiver of Future Approvals.** The approval by the ARC of any proposals, or plans and specifications, or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or other matters subsequently or additionally submitted for approval or consent.

Section 4. **Variance.**

A. The ARC may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. No variance shall: (a) be effective unless in writing, or (b) stop the ARC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, or the issuance of any permit, or the terms of any financing shall not necessarily be considered a hardship warranting a variance.

B. The approval by the ARC does not constitute governmental approval. It is the sole responsibility of the Unit Owner to obtain the necessary permits and meet all governmental requirements.

Falk Law Firm, P.A.
7400 Tamiami Trail North, Suite 103
Naples, FL 34108

Section 5. **No Liability.** No review or approval by the ARC shall imply or be deemed to constitute an opinion by the ARC, nor impose upon the ARC, the Association, or any other party, any liability for the design or construction of building elements, including, but not limited to, structural integrity, design quality of materials, life and safety requirements. The scope of any such review and approval by the ARC is limited solely to whether the respective plans or work meet certain requirements, standards, and guidelines relating to aesthetics and the harmony and compatibility of proposed improvements in the Properties. No review or approval will be for any other person or purpose, and no person other than the ARC shall have any right to rely thereon, and any review or approval by the ARC will not create any liability whatsoever for the ARC or the Association to any other person or party whatsoever.

Section 6. **Compliance.** The ARC may periodically monitor construction to determine compliance with approved plans and specifications, and such inspection shall not be deemed a trespass. The ARC may enforce non-compliance through equitable remedy or by requesting that the Association remedy any deficiency and assess the Owner for the costs of compliance. Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of the guidelines and procedures promulgated by the ARC may be excluded by the Board from the Properties without liability to any person, subject to the notice and hearing procedures contained in the Bylaws.

Article XIV. Use Restrictions

The Properties shall be used only for residential, recreational, and related purposes permitted by law (which may include, without limitation, offices for any property manager retained by the Association, a sales office, or other commercial purposes). The Association, acting through its Board of Directors, shall have standing and the power to enforce use restrictions. The Association, acting through its Board of Directors, shall have authority to make and to enforce standards and restrictions governing the use of the Properties. Such standards shall be Community-Wide Standards and shall be binding upon all Owners and occupants. In addition, each Neighborhood Association may establish restrictions governing the use of that portion of the Properties located within the Neighborhood, which use restrictions may be more restrictive but not less restrictive than those set forth below.

Section 1. **Signs.** No sign, billboard or advertisement of any kind, including, without limitation, those of realtors, contractors and subcontractors, shall be erected within the Properties without the written consent of the Board of Directors, except as may be required by legal proceedings. Signs which are permitted within the Properties may be restricted as to the size, color, lettering, materials and location of such sign. The Board of Directors shall have the right to erect signs as it, in its discretion, deems appropriate. Under no circumstances shall signs, flags, banners or similar items advertising or providing directional information with respect to activities being conducted outside the Properties, be permitted within the Properties without the express written consent of the Board. No sign shall be nailed or otherwise attached to trees.

Section 2. Parking and Prohibited Vehicles.

A. **Parking.** Vehicles shall be parked only in the garages or in the driveways, if any, serving the Units, or in appropriate spaces or designated areas in which parking may or may not be assigned, and then subject to the Rules and Regulations. Garage doors shall remain closed at all times except during ingress and egress.

Falk Law Firm, P.A.
7400 Tamiami Trail North, Suite 103
Naples, FL 34108

B. Prohibited Vehicles. Commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers shall be parked only in enclosed garages. Stored vehicles and vehicles which are either obviously inoperable or do not have current operating licenses shall not be permitted except within enclosed garages. For purposes of this Section, a vehicle shall be conclusively deemed "stored" if it is covered with a tarpaulin and remains so covered for fourteen (14) consecutive days without the prior approval of the Board of Directors. This Section shall not apply to any commercial vehicles providing temporary service or making deliveries to or in behalf of the Association.

C. Delivery and Service Vehicles. Any vehicle which is parked in violation of this Section 2 or parking rules promulgated by the Board may be towed in accordance with the Bylaws and for each violation (each day being considered a new violation) the Owner of the Unit may be fined up to fifty dollars (\$50.00), as determined in the sole discretion of the Board of Directors. Notwithstanding the foregoing, service and delivery vehicles may be parked in the driveway of a Unit during daylight hours for such period of time as is reasonably necessary to provide service or make a delivery to the Unit.

D. This Section shall not apply to any commercial vehicles providing service or making deliveries to or on behalf of the Association.

Section 3. **Occupants Bound.** All provisions of this Declaration, the Bylaws, and of any Rules and Regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners, shall also apply to all occupants, guests, and invitees of any Unit. Every Owner shall cause all occupants of his or her Unit to comply with this Declaration, the Bylaws, and the Rules and Regulations and shall be responsible for all violations and losses to the Common Area caused by such occupants, notwithstanding the fact that such occupants of a Unit are fully liable and may be sanctioned for any violation of this Declaration, the Bylaws, and the Rules and Regulations.

Section 4. **Animals and Pets.**

A. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any portion of the Properties, except that dogs, cats, or other usual and common household pets, not to exceed a reasonable number determined by the Board of Directors may be permitted in any one Unit. However, those pets which are permitted to roam freely, or, in the sole discretion of the Association, endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Units or the owner of any portion of the Properties, shall be removed upon request of the Board. If the Owner fails to honor such request, the Owner may be fined up to fifty dollars (\$50.00) per day until the pet is removed. In lieu thereof, the Board may, but shall not be required to, seek governmental intervention to remove the animal. No pets shall be kept, bred, or maintained for any commercial purpose.

B. Household pets shall at all times whenever they are outside the Owner's Unit be confined on a leash held by a responsible person. Owners shall be responsible for removing their pet's waste from Common Area and Units of other Owners. Failure to remove waste shall be grounds for a fine not to exceed fifty dollars (\$50.00) per occurrence, as determined by the Board of Directors.

Section 5. **Annoyances.** No portion of the Properties shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or

Falk Law Firm, P.A.
7400 Tamiami Trail North, Suite 103
Naples, FL 34108

that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the Properties that will emit foul or noxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious, illegal or offensive activity shall be carried on upon any portion of the Properties, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Properties. There shall not be maintained any plants, or animals, or device, or thing of any sort whose activities or existence in any way is unreasonably noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Properties as a planned residential community. No outside burning of wood, leaves, trash, garbage, or household refuse shall be permitted within the Properties.

Section 6. **Unsightly or Unkempt Conditions.** It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition of his or her Unit. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Properties.

Section 7. **Antennas.** No exterior antennas, aerials, satellite dishes, or other apparatus for the reception or transmission of television, radio, or other signals of any kind shall be placed, allowed, or maintained upon the exterior of any Lot or Common Area, except in compliance with any standards imposed by the ARC. As provided under applicable federal law, certain antennae, aerials, satellite dishes or other reception apparatus may be installed prior to architectural approval by the ARC, provided the Association may, subject to applicable law, require any such improvements to be relocated or screened for safety or to maintain the aesthetic appearance of the Property. The Association shall have the right, without obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna or cable system for the benefit of all or a portion of the Properties, should any such master system or systems be utilized and require any such exterior apparatus. No radio station or shortwave operations of any kinds shall operate from any Lot or Common Areas.

Section 8. **Clotheslines, Garbage Cans, Tanks, Etc.** All clotheslines, garbage cans, storage tanks, mechanical equipment and other similar items shall be located or screened so as to be concealed from view of neighboring Units, streets, and property located adjacent to the Unit. All rubbish, trash, and garbage shall be stored in appropriate containers with lids, and regularly removed from the Properties, and shall not be allowed to accumulate thereon. All clotheslines, storage tents, mechanical equipment, garbage can storage structures and other such items shall be subject to the approvals set forth in Article XIII of this Declaration. Trash shall be placed curbside no earlier than the day prior to pick-up and trash cans shall be returned to screened view no later than the day after pick-up.

Section 9. **Subdivision of Unit and Timesharing.** No Unit shall be subdivided or its boundary lines changed except with the prior written approval of the Board of Directors of the Association. No Unit shall be made subject to any type of timeshare program, interval ownership, or similar program whereby the right to exclusive use of the Unit rotates among multiple owners or members of the program on a fixed or floating time schedule over a period of years.

Section 10. **Firearms.** The discharge of firearms within the Properties is prohibited except with the prior approval of the Board of Directors. The term "**firearms**" includes "B-B" guns, pellet guns,

Falk Law Firm, P.A.
7400 Tamiami Trail North, Suite 103
Naples, FL 34108

and other firearms of all types, regardless of size. Notwithstanding anything to the contrary contained herein or in the Bylaws, the Association shall not be obligated to take action to enforce this Section.

Section 11. **Pools.** No above-ground pools shall be erected, constructed, or installed on any Unit. Inground Spas, above ground Spas, and inground pools will be permitted subject to prior written approval from the ARC.

Section 12. **Tents, Trailers, and Temporary Structures.** Except as may be permitted by the ARC during initial construction of Units within the Properties, no tent, utility shed, shack, trailer, or other structure of a temporary nature shall be placed upon the Properties.

Section 13. **Wells and Drainage.** No private water system shall be constructed on any Unit. Catch basins, swales and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Person, other than the Association, may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. The Association has a perpetual easement across the Properties for the purpose of altering drainage and water flow.

Section 14. **Tree Removal.** No trees shall be removed, except for diseased or dead trees and trees needing to be removed to promote the growth of other trees or for safety reasons, unless approved in accordance with Article XIII of this Declaration.

Section 15. **Sight Distance at Intersections.** All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

Section 16. **Utility Lines.** No overhead utility lines, including lines for cable television, shall be permitted within the Properties, except for temporary lines as required during construction and high voltage lines if required by law or for safety purposes.

Section 17. **Air Conditioning Units.** Except as may be permitted by the Board of Directors, no window air conditioning units may be installed in any Unit.

Section 18. **Lighting.** Except for seasonal holiday decorative lights, which may be displayed between December 1 and January 10 only, all exterior lights must be approved in accordance with Article XIII of this Declaration.

Section 19. **Artificial Vegetation, Exterior Decorations, and Similar Items.** No artificial vegetation shall be permitted on the exterior of any portion of any Unit. Exterior decorations, including without limitation, sculptures, fountains, flags, and similar items must be approved in accordance with Article XIII of this Declaration.

Section 20. **Energy Conservation Equipment.** Energy collector panels or attendant hardware or other energy conservation equipment shall be allowed on Unit dwellings that do not exceed three (3) stories in height. However, the Association may determine the specific location where solar collectors may be installed on the roof within an orientation to the south or within 45 degrees east or west of due south provided that such determination does not impair the effective operation of solar collectors. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be

Falk Law Firm, P.A.
7400 Tamiami Trail North, Suite 103
Naples, FL 34108

constructed or installed on any Unit that exceeds three (3) stories in height unless it is an integral and harmonious part of the architectural design of a structure and is approved by the ARC.

Section 21. **Wetlands, Lakes, Water Bodies, Conservation or Reserve Tracts, and Conservation Easements.**

A. All wetlands within the Properties shall be left in their natural state and no alteration thereof or construction thereon shall be permitted unless otherwise permitted by the Board of Directors. All lakes, ponds, and streams within the Properties, if any, shall be aesthetic amenities only, and no other use thereof, including, without limitation, swimming, playing, or use of personal flotation devices, shall be permitted. Notwithstanding the above, the Board of Directors may permit fishing from the shore by Owners, occupants of Units, and their accompanied guests subject to the Rules and Regulations. Furthermore, one or more areas within the Properties may be designated as a conservation or preservation tract, or buffer area, or may otherwise be subjected to a conservation easement, for the purpose of protection of wetlands, protected and endangered species, and valuable habitat.

B. Use of these areas shall be in accordance with all applicable permit restrictions as described in Article V, Section 1 and Article X, Sections 6 and 7.

C. The Association shall not be responsible for any loss, damage, or injury to any Person or property arising out of the authorized or unauthorized use of lakes, ponds, or streams within the Properties. This Section shall not restrict the use of bodies of water within the Club Facilities in connection with golf course play.

Section 22. **Fences.** No dog runs, animal pens, or fences of any kind shall be permitted on any Unit except as approved in accordance with Article XIII of this Declaration.

Section 23. **Business Use.**

A. No trade or business may be conducted in or from any Unit, except that an Owner or occupant residing in a Unit may conduct business activities within the Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Unit; (b) the business activity conforms to all zoning requirements for the Properties; (c) the business activity does not involve persons coming onto the Properties who do not reside in the Properties or door-to-door solicitation of residents of the Properties; and (d) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board of Directors.

B. The terms "**business**" and "**trade**", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the leasing of a Unit shall not be considered a trade or business within the meaning of this section. This Section shall not apply to operation of the Club Facilities.

Falk Law Firm, P.A.
7400 Tamiami Trail North, Suite 103
Naples, FL 34108

Section 24. **On-Site Fuel Storage.**

A. No on-site storage of gasoline or other fuels shall be permitted in or on any Unit except that (a) five (5) gallons of fuel or less may be stored in or on any Unit for emergency purposes and for the operation of gas powered tools or equipment, and (b) underground propane tanks for operation of appliances, pool and/or spa heaters and (c) propane barbeque tanks shall be permitted subject to review and approval by the ARC, except as prohibited by any applicable Federal, State of Florida, Collier County, municipal and administrative agencies' laws, codes, regulations and ordinances.

B. The Association shall be permitted to store fuel on the Common Area for operation of maintenance vehicles, generators and similar equipment. This restriction is designed to reduce environmental risks associated with fuel storage and to minimize the hazards associated with on-site fuel storage.

Section 25. **Leasing of Units.**

A. **Definition.** "Leasing", for purposes of this Declaration, is defined as regular, exclusive occupancy of a Unit by any person or persons other than the Member for which the Member receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument.

B. **Leasing Provisions.**

(i) **General.** Units may be rented only in their entirety, no fraction or portion may be rented. There shall be no subleasing of Units or assignment of leases unless prior written approval is obtained from the Board of Directors. The Board of Directors may delegate this requirement to the applicable Neighborhood Association. All leases shall be in writing and shall state that the lessor is required to comply with this Declaration, the Bylaws, and Rules and Regulations of the Association and the Neighborhood Documents, and shall be consistent with the requirements of the neighborhood or condominium declaration to which the Unit is subject. Leases shall be for a term no less than thirty (30) days and no Unit may be rented more than four (4) times in any one calendar year. A Supplemental Declaration or Neighborhood Documents may further limit an Owner's ability to lease his or her Unit(s). The Member must make available to the lessee copies of this Declaration, the Bylaws, and the Rules and Regulations.

(ii) **Compliance with Declaration, Bylaws, and Rules and Regulations.** Every Owner shall be responsible if the occupants of his or her Unit fail to comply with this Declaration, the Bylaws, or the Rules and Regulations adopted pursuant thereto, notwithstanding the fact that such occupants of a Unit are fully liable and may be sanctioned for any violation of this Declaration, the Bylaws, and the Rules and Regulations adopted pursuant thereto.

Section 26. **Play Equipment.** All play equipment and similar items shall be stored so as not to be visible from streets or property adjacent to the Unit. Play equipment, by way of example and not limitation, such as basketball hoops, swing sets, jungle gyms, etc. shall be subject to review and approval by the ARC. No such items shall be allowed to remain on the Common Area or on Units so as to be visible from adjacent property when not in use.

Section 27. **Window Coverings.** All windows on any structure which are visible from the street or other Units shall have window coverings which have a white or off-white backing or blend with

Falk Law Firm, P.A.
7400 Tamiami Trail North, Suite 103
Naples, FL 34108

the exterior color of the dwelling, as determined in the sole discretion of the ARC, as the case may be, after application pursuant to Article XIII hereof. Reflective window coverings are prohibited.

Section 28. **Roadways, Sidewalks, Driveways.** All utilities within Stonebridge Country Club shall be installed underground. Utility lines, including without limitation cable television, may only be installed, repaired or replaced under existing roadways, sidewalks, and driveways by a method which will not disturb the paved surface of such roadway, driveway, or sidewalk. This restriction is intended to preserve the aesthetic nature of the paved surfaces.

Section 29. **Polling Place Requirement.** Notwithstanding anything contained herein, accommodation shall be made for future use of a portion of the Common Area for purposes of an electoral polling place.

Article XV. Use of Effluent

The Association may use effluent to irrigate the golf course and other Common Area when and if such effluent becomes available to the Association. This effluent is produced as a by-product of the sewage treatment plant operated by Collier County. This effluent will be combined with other water sources and sprayed on the golf course and other portions of the Common Area at Stonebridge Country Club as irrigation water. Treated effluent will be supplied to the project and must be accepted by the Association pursuant to the County's established rate schedule. The Association, at its sole cost, may be required to provide full wet weather on-site storage facilities as either a tank or surface storage, at the Association's option as required by the D.E.R. consistent with the volume of treated effluent to be utilized. This notice is provided in accordance with Regulation 17-610.468 of the D.E.R. of the State of Florida. Capital Costs incurred for construction of storage and connection to the effluent source may be assessed against the Owners as a Special Assessment, without the necessity of any vote of Members of the Association.

Article XVI. Telecommunications Services

Section 1. Communications, Information and Internet Services Agreement.

A. Pursuant to Section 720.309 of the Act, the Association may, but shall not be required to, without a vote of the Members, enter into a bulk rate agreement for communications service, information services and/or Internet services (including cable television) agreement ("Telecommunications Agreement") for all or a portion of the Properties. If a Telecommunications Agreement is entered into, all Units shall be charged for basic cable service as a User Assessment, regardless of whether the Owner desires basic cable television service. However, pursuant to Section 720.309 of the Act, a hearing-impaired or legally blind parcel Owner who does not occupy the Unit with a non-hearing-impaired or sighted person, or an Owner who receives supplemental security income under Title XVI of the Social Security Act or food assistance as administered by the Department of Children and Family Services pursuant to Section 414.31, Florida Statutes, may discontinue the service without incurring disconnect fees, penalties, or subsequent service charges, and may not be required to pay any operating expenses charge related to such service for those Units. It is possible that tier, remotes, pay channels, and other services may be offered by the cable provider on an individual subscriber basis.

Falk Law Firm, P.A.
7400 Tamiami Trail North, Suite 103
Naples, FL 34108

B. Each Owner and his family, guests, and invitees hereby give their continuing irrevocable consent to the use by the Association of photographs and video recordings of such persons taken on the Common Area, including without liability any of the same take at events held on the Common Area.

Section 2. **Easements.** The Association shall have the right to grant easements to the cable provider for installation and maintenance of the cable television system, including without limitation head-ends, wiring, switches and amplifiers. The cable provider shall also have the right to use easement areas dedicated for utilities.

Article XVII. General Provisions

Section 1. **Term.** The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by the Association or any Member subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then Owners and Mortgagees holding Mortgages on a majority of the Units, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated as specified therein. In the event of a permanent dissolution of the Association, the Members shall immediately thereupon hold title to the Common Area as tenants in common and shall collectively provide for the continued maintenance and upkeep thereof.

Section 2. **Amendment.**

A. This Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing sixty-seven percent (67%) of the total votes eligible to be cast by Members. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. In order to be effective, an amendment to this Declaration must be recorded in the public records of Collier County, Florida.

B. No amendment which affects the storm water management system within the Properties or maintenance thereof shall be effective without the prior written consent of the appropriate governmental agencies or bodies.

C. If a Member consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that such Member has the authority so to consent and no contrary provision in any Mortgage or contract between the Member and a third party will affect the validity of such amendment.

D. This Declaration, any Supplemental Declaration, the Articles of Incorporation and the Bylaws shall be deemed amended by virtue of revisions to applicable Federal, State of Florida, Collier County, municipal and administrative agencies' laws, codes, regulations and ordinances which control over conflicting provisions of this Declaration, any Supplemental Declaration, the Articles of Incorporation, and the Bylaws. The Board of Directors shall have the authority to amend this Declaration, any Supplemental Declaration, the Articles of Incorporation and the Bylaws in order to conform the provisions thereof with such revisions to laws, codes, regulations and ordinances. In addition, the Board of Directors may amend this Declaration, any Supplemental Declaration, the Articles

Falk Law Firm, P.A.
7400 Tamiami Trail North, Suite 103
Naples, FL 34108

of Incorporation, and the Bylaws to correct scrivener's errors or omissions, and amend and restate this Declaration, any Supplemental Declaration, the Articles of Incorporation, and the Bylaws in order to consolidate into one (1) document amendments previously adopted by the Members or the Board of Directors. Amendments adopted by the Board of Directors shall occur at a duly noticed Board of Directors' meeting (with adoption of the amendments set forth on the agenda).

E. Within thirty (30) days of recording an amendment to this Declaration, a Supplemental Declaration, the Articles of Incorporation or the Bylaws, the Association shall provide copies of the amendment to the Members. However, if a copy of the proposed amendment is provided to the Members before they vote on the amendment and the proposed amendment is not changed before the vote, the Association, in lieu of providing a copy of the amendment, may provide notice to the Members that the amendment was adopted, identifying the official book and page number of the recorded amendment and that a copy of the amendment is available at no charge to the Member upon written request to the Association. The copies and notice described in this subsection (E) may be provided electronically to those Owners who previously consented to receive notice electronically. The failure to timely provide notice of the recording of the amendment does not affect the validity or enforceability of the amendment.

F. A proposal to amend this Declaration, the Articles or Bylaws must contain the full text of the provision to be amended and may not be revised or amended by reference solely to the title or number. Proposed new language must be underlined and proposed deleted language must be stricken. If the propose change is so extensive that underlining and striking through the language would hinder, rather than assist, the understanding of the proposed amendment, a notation must be inserted immediately preceding the proposed amendment in substantially the following form: "Substantial rewording. See governing documents for current text." An amendment to a governing document is effective when recorded in the Public Records of Collier County, Florida.

G. An immaterial error or omission in the amendment process does not invalidate an otherwise properly adopted amendment.

Section 3. **Easements for Utilities, Etc.**

A. The Association, and its designees (which may include, without limitation, Collier County, Florida), has easements upon, over, across, and under the Properties for ingress and egress; dispensing pesticides; installation, replacing, repairing, relocating, maintaining and monitoring roads, walkways, bicycles pathways, lakes, ponds, wetlands, drainage systems, street lights, signage, and endangered species of animals and plants; provided, the exercise of this easement shall not unreasonably interfere with the use of any Unit and, except in an emergency, entry into any Unit shall be made only after reasonable notice to the Member or occupant thereof.

B. The Association shall, to the extent permits are available, recharge the surface water lakes. The appropriate water and sewer authority, electric utility company, telephone company, and their successors and assigns shall have easements as shown on the plats of the Properties for the installation and maintenance, all underground, of all water lines, sanitary sewers, storm drains, electric, telephone, and cable television and master antenna, and security systems. This Section shall not limit the use of the utility easements described on the plats of the Properties.

C. Each Lot and Unit is subject to a permanent easement in favor of adjoining or adjacent Lots and Units for lateral and subjacent support.

Falk Law Firm, P.A.
7400 Tamiami Trail North, Suite 103
Naples, FL 34108

D. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Properties, except as may be approved by the Association's Board of Directors.

E. Should any entity furnishing a service covered by a general easement herein provided request a specific non-exclusive easement by separate recordable document, the Board of Directors shall have the right to grant such easement over the Properties without conflicting with the terms hereof. The easements provided for in this Article shall in no way adversely affect any other recorded easement on the Properties.

F. The Board shall have, by a two-thirds (2/3) vote, the power to dedicate portions of the Common Area to Collier County, Florida, or to any other local, state, or federal governmental entity.

Section 4. **Public Easements.** Fire, police, mail, health and sanitation, park maintenance, and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Area.

Section 5. **Easement for Golf Balls.** Every Unit is burdened with an easement permitting golf balls hit from the Club Facilities to unintentionally come upon the Unit and for golfers at reasonable times and in a reasonable manner to come upon the exterior portions of the Unit to retrieve errant golf balls; provided, however, if any Unit is fenced or walled, the golfer shall seek the Owner's or occupant's permission before entry. Nothing in this paragraph shall in any way relieve golfers from liability for damages resulting from errant golf balls.

Section 6. **Easement for Drainage.** Each Unit is burdened with an easement for flow and drainage of water across and over the Unit. No Owner shall take any action to stop, divert, impede, or otherwise change or alter the direction or flow of water across or over the Owner's Unit.

Section 7. **Assumption of Risk and Indemnification.** Each Owner by its acquisition of a Unit in the vicinity of the Club Facilities hereby expressly assumes the risk of noise, personal injury, or property damage caused by maintenance and operation of the Club Facilities, including, without limitation: (a) noise from maintenance equipment and it being specifically understood that such maintenance typically takes place around sunrise or sunset, (b) noise caused by golfers, (c) use of pesticides, herbicides, and fertilizers, (d) view restrictions caused by maturation of trees and shrubbery, (e) reduction in privacy caused by constant golf traffic on the golf course or the removal or pruning of shrubbery or trees on the Club Facilities, (f) errant golf balls and golf clubs, and (g) design of the Club Facilities. Further such Owner agrees that neither Association, nor any other entity owning or managing the golf course shall be liable to Owner or any other person claiming any loss of damage, including, without limitation, indirect, special or consequential loss or damage arising from personal injury, destruction of property, trespass, loss of enjoyment, or any other alleged wrong or entitlement to remedy based upon, due to, arising from, or otherwise related to the proximity of Owner's Unit to the Club Facilities, including, without limitation, any claim arising in whole or in part from the negligence of Association or any other entity owning or managing the golf course. The Owner hereby agrees to indemnify and hold harmless the Association and any other entity owning or managing the golf course against any and all claims by Owner's visitors, tenants, and others upon such Owner's Unit.

Section 8. **Conservation Easements.** Conservation easements to the Association and/or Collier County, or other state or county agency over specified parts of the properties may exist which

Falk Law Firm, P.A.
7400 Tamiami Trail North, Suite 103
Naples, FL 34108

easement shall restrict and control human activities within such areas for the protection of wildlife and valuable habitat in accordance with Article V, Section 1; and Article X, Sections 6 and 7.

Section 9. **Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 10. **Right of Entry.** The Association shall have the right, but not the obligation, to enter any Unit for emergency and safety reasons, to abate nuisances (including, without limitation, false burglar alarms), to maintain the Unit for access to the Common Area, provided the Association shall have no right to enter a dwelling for such purpose, and to inspect for the purpose of ensuring compliance with this Declaration, the Bylaws, and the Rules and Regulations. The right to enter may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include, but not be limited to, the right of the Association to enter a Unit to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition within a reasonable time after request by the Board.

Section 11. **Perpetuities.** If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of William Clinton, President of the United State of America.

Section 12. **Litigation.** No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of seventy-five percent (75%) of the total votes eligible to be cast by the Members of the Association. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of Annual Club Dues and/or Assessments as provided in Article XI hereof, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is approved by the applicable percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above. The prevailing party shall be entitled to recover, as part of the award, reasonable attorney's fees and related costs, fees, or expenses of such claim or litigation.

Section 13. **Use of the Term "Stonebridge" or Logo.** No Person shall use the term "Stonebridge", any derivative thereof, or the Stonebridge Logo in any printed or promotional material without the prior written consent of the Association. However, Members may use the term "Stonebridge" in printed or promotional matter where such term is used solely to specify that their particular Unit is located within Stonebridge. The Association shall be entitled to use the term "Stonebridge" in its name and the Logo.

Section 14. **Disciplinary Action.** Every Owner, Member, and occupant of any Unit, and all non-residents which are entitled to use the Club Facilities pursuant to the Rules and Regulations, their guests and invitees, shall comply with all lawful provisions of this Declaration, the Bylaws and the Rules and Regulations. Failure to comply shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available as provided in such documents or at law or in equity,

Falk Law Firm, P.A.
7400 Tamiami Trail North, Suite 103
Naples, FL 34108

maintainable by the Association or, in a proper case, by any aggrieved Member, or person entitled to use the Club Facilities.

Section 15. **Security.**

A. The Association may, but shall not be obligated to, maintain or support certain activities within the Properties designed to make the Properties safer than they otherwise might be. The Association shall not in any way be considered an insurer or guarantor of security within the Properties and the Association shall not be held liable for any loss or damage by reason or failure to provide adequate security or ineffectiveness of security measures undertaken.

B. All Owners and occupants of any Unit, tenants, guests and invitees of any Owner, as applicable, acknowledge that the Association and its Board of Directors, or the ARC do not represent or warrant that any fire protection system, burglar alarm system, gates, gatehouses, or other security system located in the Properties may not be compromised or circumvented; that any fire protection or burglar alarm systems, or other security systems will prevent loss by fire, smoke, burglary, theft, hold-up, or otherwise; nor that fire protection or burglar alarm systems or other security systems will in all cases provide the detection or protection for which the system is designed or intended. Each Member, and each occupant of a Unit, whether a tenant, guest and invitee of a Member, as applicable, acknowledges and understands that the Association, its Board of Directors and committees, are not insurers, and that each Member and occupant of a Unit assumes all risks for loss or damage to Persons, to Units and to the contents of Units, and further acknowledges that the Association, its Board of Directors and committees, have made no representations or warranties nor has any Member, occupant, tenant, guest, or invitee relied upon any representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire and/or burglar alarm systems, or other security systems recommended or installed, or any security measures undertaken within the Properties.

Section 16. **Notice of Transfer of Unit.** In the event that any Owner desires to sell or otherwise transfer title of his or her Unit, such Owner shall give the Board of Directors at least fourteen (14) days' prior written notice of the name and address of the purchaser or transferee, the date on which such transfer of title is to take place, and such other information as the Board of Directors may reasonably require. Until such written notice is received by the Board of Directors and any overdue Annual Club Dues, Assessments and any other monetary obligations owed to the Association are paid in full, the transferor shall remain jointly and severally liable with the transferee for all obligations of the Owner of the Unit, including payment of all Annual Club Dues, Assessments and any other monetary obligations owed to the Association, notwithstanding the transfer of title to the Unit. The Owner of a Unit shall be responsible for providing this Declaration, Supplemental Declaration, Amendments to the same; Articles of Incorporation, the Bylaws, and Rules and Regulations of the Association; and applicable Neighborhood Documents to any transferee or his or her Unit.

Section 17. **Non-Condominium/Non-Cooperative.** The Association created 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. The Properties are not intended to be condominium property, or cooperative property under applicable law except as otherwise specifically provided in a declaration of condominium or cooperative. This Declaration is not part of the common elements of any condominium or cooperative unless subjected to a declaration of condominium or cooperative encumbering any such property.

Falk Law Firm, P.A.
7400 Tamiami Trail North, Suite 103
Naples, FL 34108

Section 18. **Restriction on Mortgaging Common Area.** The Board of Directors of the Association may not mortgage the Common Area unless approved by a majority of the votes of the Members.

Section 19. **Conflict Between the Declaration and Neighborhood Documents.** In the event of any conflict between the terms of this Declaration or any policies, guidelines or standards promulgated hereunder and any Neighborhood Documents, this Declaration and its policies, guidelines, and standards shall control except to the extent otherwise required by law.

Article XVIII. Mortgagee Provisions

The following provisions are for the benefit of holders of first Mortgages on Units within the Properties. The provisions of this Article apply to both this Declaration and to the Bylaws, notwithstanding any other provisions contained therein.

Section 1. **Notices of Action.** An institutional holder, insurer, or guarantor of a first Mortgage who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Unit number, therefore becoming an "eligible holder"), will be entitled to timely written notice of:

A. Any condemnation loss or any casualty loss which affects a material portion of the Properties or which affects any Unit on which there is a first Mortgage held, insured, or guaranteed by such eligible holder;

B. Any delinquency in the payment of Annual Club Dues and/or Assessments or charges owed by an Owner of a Unit subject to the Mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first Mortgage, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Unit of any obligation under the Declaration or Bylaws of the Association which is not cured within sixty (60) days;

C. Any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or

D. Any proposed action which would require the consent of a specified percentage of eligible holders.

As used above, an "institutional holder, insurer, or guarantor" refers to a bank, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, qualified pension, profit sharing, IRA accounts or trusts, the Federal Housing Administration, the Veterans Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, any agency of the United States of America, or by any other public or private corporation engaged in the business of guaranteeing or insuring residential mortgage loans, and their successors and assigns.

Section 2. **Special FHLMC Provision.** So long as required by the Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of the foregoing provisions of this Declaration. Unless at least sixty-seven percent (67%) of the first Mortgagees or at

Falk Law Firm, P.A.
7400 Tamiami Trail North, Suite 103
Naples, FL 34108

least sixty-seven percent (67%) of the votes eligible to be cast by the Member consent, the Association shall not:

A. By act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer all or any portion of the real property comprising the Common Area which the Association owns, directly or indirectly (the granting of easements as hereinbefore provided shall not be deemed a transfer within the meaning of this subsection);

B. Change the method of determining the obligations, Annual Club Dues, Assessments, or other charges which may be levied against an Owner of a Unit (a decision, including contracts, by the Board or provisions of any declaration subsequently recorded on any portion of the Properties regarding Annual Club Dues or Assessments for such property shall not be subject to this provision where such decision or subsequent declaration is otherwise authorized by this Declaration);

C. By act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Units and of the Common Area (the issuance and amendment of architectural standards, procedures, rules and regulations, or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this Provision);

D. Fail to maintain insurance or fidelity bonds, as required by this Declaration; or

E. Use hazard insurance proceeds for any Common Area losses for other than the repair, replacement, or reconstruction of such Common Area in accordance with this Declaration.

F. First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area, and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and first Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

Section 3. **No Priority.** No provision of this Declaration or the Bylaws gives or shall be construed as giving any Member or other party priority over any rights of the first Mortgagee of any Unit in the case of distribution to such Member of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

Section 4. **Notice to Association.** Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Unit.

Section 5. **Amendment by Board.** Should the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements which necessitate the revision of this Article or make any such requirements less stringent, the Board, without approval of the Members, may cause an amendment to this Article to be recorded to reflect such changes.

Section 6. **Applicability.** Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under this Declaration, the Bylaws, or Florida law for any of the acts set out in this Article.

Falk Law Firm, P.A.
7400 Tamiami Trail North, Suite 103
Naples, FL 34108

Section 7. **Failure of Mortgagee to Respond.** Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of mailing of the Association's request.

Article XIX. Irrigation

Section 1. **General.** The Association may, but shall not be obligated, to install, own and operate a central irrigation system for all or any part of the Properties. This irrigation system may use water from surface water lakes or effluent, as determined in the sole discretion of the Association, and subject to compliance with applicable governmental permits and requirements.

Section 2. **Central Distribution Installation.** The Association shall install, at its sole cost, all pumps, pipes, valves, and other equipment necessary to provide irrigation service to the Common Area and boundary of each Unit or multifamily parcel ("Core Distribution System"). The Association shall maintain the Core Distribution System. In the event that installation and construction of all or any portion of the Core Distribution System is delayed by acts of God, governmental action, governmental inaction or intervention, strike, severe inclement weather or the delay in delivery of equipment or materials not within the control of the Association, the period for installation of the Core Distribution System, or any portion thereof shall be extended by a period equal to the total number of days of such delay(s) without any liability of Association.

Section 3. **Unit Distribution Installation.** The builder of a habitable residence on any single family platted lot or any condominium building on a multifamily parcel shall install, prior to issuance of a certificate of occupancy for such Unit or building, as the case may be, an underground sprinkler system for landscaping installed on the single family lot or common areas of the multifamily parcel in accordance with plans approved by and subject to the requirements of the ARC ("Unit Distribution System"). The builder, in accordance with the standards set by the Association, shall connect the Unit Distribution System to the central line located at the boundary of the single family platted lot or multifamily parcel. The cost of installation of the Unit Distribution System shall be paid by the builder.

Section 4. **Maintenance of Unit Distribution System.** The Owner of a Unit which is a single family lot and the Neighborhood Association for any Neighborhood Association common area shall maintain the Unit Distribution System in good working order at all times. All maintenance required by this Section shall be performed in a manner consistent with the Community-Wide Standard. If any Neighborhood Association or Owner fails to perform the maintenance responsibilities in accordance with the Community-Wide Standard, the Association may perform it and assess all costs incurred by the Association against the Unit and the Owner thereof (or Owners within the Neighborhood Association) as a User Assessment, plus an administrative surcharge of not more than the greater of \$100 or 5% of costs incurred by the Association for its remedial action. Prior to entry, the Association shall afford the Neighborhood Association or the Owner, as the case may be, a minimum of three (3) days' notice and an opportunity to remedy a condition inconsistent with the Community-Wide Standard, except when entry and repair is required due to an emergency.

Section 5. **Cost of Irrigation Service.** The Association shall assess costs of installing, maintaining, and operating the Core Distribution System and providing irrigation water to all Units as either part of the Base Assessment, if all Units and Neighborhood Association common areas on the Properties will receive irrigation service, or if less than all Units will receive irrigation service, the

Falk Law Firm, P.A.
7400 Tamiami Trail North, Suite 103
Naples, FL 34108

Association may equally assess all Units receiving irrigation service as a User Assessment (all Units for which Neighborhood Association common areas receive irrigation service shall likewise be equally assessed).

Section 6. **Distribution Schedule.** Irrigation service will be provided by the Association subject to and in compliance with all governmental and quasi-governmental laws, ordinances, and permits. The Association shall, in its discretion, establish from time to time an irrigation schedule of the days and times irrigation service will be provided. The Association may modify the irrigation service schedule, to the extent permitted by the engineering of the Core Distribution System, to permit proper watering of Units and Neighborhood Association common areas after application of fertilizers and chemicals. The Association shall not be liable to any Owner or any Neighborhood Association for any interruption in irrigation service or any damage to the landscaping or sod on a Unit or Neighborhood Association common area caused by the Association providing or not providing irrigation service.

Section 7. **Easement.** A blanket easement is granted to the Association over the Properties for the purpose of ingress and egress, and designing, studying, mapping, engineering, constructing, maintaining, operating, and servicing the Core Distribution System and/or the Unit Distribution System.

Falk Law Firm, P.A.
7400 Tamiami Trail North, Suite 103
Naples, FL 34108