

The Ranch at Orange Blossom

Includes the following:

The Ranch at Orange Blossom Master Association:

3/17/06 – Copy of original recorded documents

4/17/06 – Amendment adding lands that were excluded from original recording

3/5/12 – Amendment adding additional lands

Fairmont Residents' Association:

9/19/06 – Copy of original recorded documents

10/13/06 – Amendment adding additional lands

Date of Printing: April 1, 2013

L-51

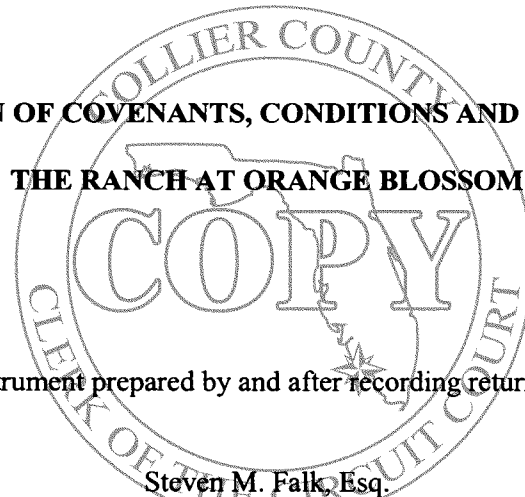
3803455 OR: 4000 PG: 2283

RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
03/17/2006 at 11:15AM DWIGHT B. BROCK, CLERK
REC FEE 953.50

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THE RANCH AT ORANGE BLOSSOM



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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THE RANCH AT ORANGE BLOSSOM

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (“Declaration”) is made effective as of the 10th day of JANUARY 2006, by PULTE HOME CORPORATION, a Michigan corporation authorized to do business in the State of Florida (“Developer”).

STATEMENT OF BACKGROUND INFORMATION

A. Developer is the owner of certain real property located in Collier County, Florida, defined by this Declaration as the Initial Property.

B. Developer intends to establish a flexible plan for the development and improvement of the Initial Property and any additions thereto and to establish a method for the administration, maintenance and use of such properties.

C. Developer intends to develop the Initial Property and any additions thereto as a residential community to be known as “The Ranch at Orange Blossom”.

D. This Declaration has been designed to enhance amenities and opportunities within the Initial Property and any additions thereto and to contribute to the health, safety and welfare of the property owners and residents of such property.

STATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS

Developer declares that the Initial Property and any additional property which is hereafter subjected to this Declaration by Supplemental Declaration (as defined herein) 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

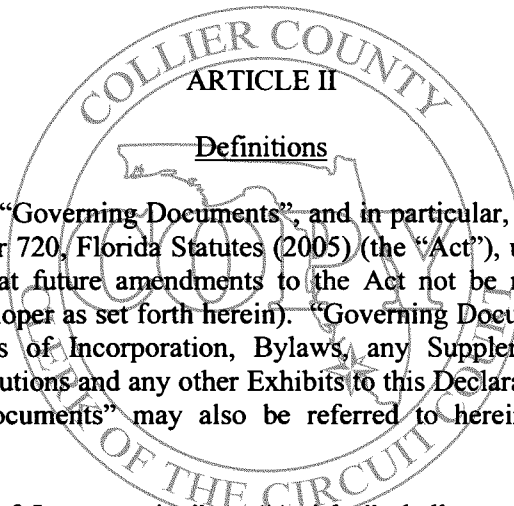
General Plan of Development

The Developer currently intends to develop the Properties as a planned unit development to be known as The Ranch at Orange Blossom, which will contain various residential housing, recreational amenities, roads, landscape areas, gates, signage, conservation areas and a surface water management system. The Ranch at Orange Blossom will be developed in phases in accordance with PUD Ordinance No. 04-74 as amended and supplemented from time to time (the “PUD Ordinance”). When completed, The Ranch at Orange Blossom is currently anticipated to have up to a maximum of 1256 homes, provided, however, the Developer makes no representation or warranty regarding the timing of or guarantees the construction of future additions to the Initial Property or the number of Units which will ultimately be subject to this Declaration. The Developer reserves the right to seek approval from

applicable zoning and regulatory authorities to amend PUD Ordinance #04-74 in order to increase the maximum number of homes that may be constructed.

The Properties will be subject to this Declaration. In addition, the Properties may be grouped into a series of Neighborhoods comprising one or more types of units in which owners may have common interests not common to all owners, such as a common theme, entry features, and Neighborhood Association Common Area or amenities not available for use by all owners.

This Declaration is designed to establish and create a general plan and common scheme for the improvement and maintenance of the Properties. To contribute to the health, safety and welfare of the Owners and their guests and invitees, the Developer has declared that the Initial Property and other properties located within the Properties later 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. Recognizing that flexibility is required in order to respond to economic, technological, environmental or social changes, the Developer reserves the unilateral right to alter the general plan and common scheme of development to the maximum extent permitted by the applicable zoning and regulatory authorities.



ARTICLE II

Definitions

The terms used in the “Governing Documents”, and in particular, this Declaration, shall have the definitions set forth in Chapter 720, Florida Statutes (2005) (the “Act”), unless otherwise defined below (it being the intent hereof that future amendments to the Act not be retroactively applied to impair substantive rights of the Developer as set forth herein). “Governing Documents” shall mean and refer to this Declaration, the Articles of Incorporation, Bylaws, any Supplement, Rules and Regulations, Architectural Standards, Resolutions and any other Exhibits to this Declaration, all as amended from time to time. The “Governing Documents” may also be referred to herein as the “Master Association Documents”.

Section 1. “Articles of Incorporation” or “Articles” shall mean and refer to the Articles of Incorporation of The Ranch at Orange Blossom Master Association, Inc., as filed with the Secretary of State of Florida, as the same may be amended from time to time, and as attached hereto as Exhibit “B”.

Section 2. “Architectural Standards” shall mean and refer to the architectural, design and construction standards and review procedures, if any, adopted pursuant to Article XIII, as they may be amended from time to time.

Section 3. “Assessments” shall mean and refer to the sums levied from time to time against Owners by the Master Association for the purposes set forth in this Declaration. The specific types of Assessments are described in Article XI.

Section 4. “Master Association” shall mean and refer to The Ranch at Orange Blossom Master Association, Inc., a Florida not for-profit corporation, its successors or assigns.

Section 5. “Master Association Base Assessment” shall mean and refer to assessments levied in accordance with Article XI, Section 2 of this Declaration. The Master Association Base Assessment shall be for all Common Expenses other than those applicable to Recreation Association Assessments,

Neighborhood Association Assessments, Master Association Special Assessments, and Master Association User Assessments.

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

Section 7. "By-Laws" shall mean and refer to the By-Laws of the Master Association, as the same may be amended from time to time, as attached hereto as Exhibit "C".

Section 8. "County" shall mean and refer to Collier County, Florida, either as a geographical area or as a political subdivision and government of the State of Florida, as the context requires.

Section 9. "Common Area" shall mean and refer to all real and personal property, including easements, which the Master Association now or hereafter owns, leases, is obligated to maintain, or otherwise holds possessory or use rights in for the common use of the Master Association or its members, whether arising by conveyance, dedications on a plat, easement, license, lease, covenant or otherwise.

Section 10. "Community Wide Standard" shall mean and refer to 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 11. "Community Systems" shall mean and refer to any and all cable television, telecommunications, intranet, internet, electronic alarm/monitoring or other lines, conduits, wires, amplifiers, towers, antennae equipment, materials, installations and fixtures (including those based on, containing or serving future technological advances not now in general use) installed by the Developer or pursuant to a grant of easement or authority by the Developer within the Properties and serving more than one Unit.

Section 12. "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 Recreation Association Assessment or a Neighborhood Association Assessment, as applicable. By way of illustration and not obligation or limitation, Exclusive Common Areas may include entry features for a particular Recreation Association and supported exclusively by Recreation Association 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 Master Association. A portion of the Common Area may be assigned as Exclusive Common Area of a particular Recreation Association or Neighborhood Association. Exclusive Common Area may be redesignated as Common Area by the Master Association with the prior approval of Neighborhood Voting Representatives representing a majority of the Class "A" Members in the applicable Recreation Association or Neighborhood Association. Recreation Association Common Area and Neighborhood Association Common Area shall not be designated as Exclusive Common Area.

Section 13. "Developer" shall mean and refer to Pulte Home Corporation, a Michigan corporation authorized to do business in the State of Florida, or its successors, successors-in-title or assigns who take title to any portion of the property described on Exhibit "A" for the purpose of development and sale and are designated as the Developer hereunder in a recorded instrument executed by the immediately preceding Developer.

Section 14. "Initial Property" shall mean and refer to the real property legally described in Exhibit "A-1" attached hereto and incorporated herein.

Section 15. "Lot" shall mean and refer to any single family or townhome lot or multi-family parcel on the plats of the Properties as the same exist from time to time. Each multi-family parcel or tract of land which has not been platted as single family lots, may be assigned a number of Units by Developer, provided upon re-platting or creation of a condominium, the number of lots assigned to such parcel shall be the number of actual Units described on the Plat or in the documents creating the Condominium. The term "Lot" shall be synonymous with the term "Parcel" as that term is defined in the Act.

Section 16. "Member" shall mean and refer to a Person entitled to membership in the Master Association, as provided herein.

Section 17. "Merchant Builder" shall mean and refer to all builders who purchase lots or parcels of vacant land from the Developer to construct buildings for resale to consumer purchasers and who are participants in any builder program, which may be implemented by the Developer. The Developer does not anticipate implementing a builder program nor selling Lots to Merchant Builders, but reserves the right to do so in its discretion.

Section 18. "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 19. "Mortgagee" shall mean and refer 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, or lender generally recognized in the community as an institutional lender.

Section 20. "Mortgagor" shall mean and refer to any Person who grants a Mortgage.

Section 21. "Neighborhood" shall mean and refer to a particular area located within the Properties which is designated by the Developer as a Neighborhood by Neighborhood Association 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 22. "Neighborhood Association Assessments and Recreation Association Assessments" shall mean and refer to assessments levied in accordance with Article XI, Section 3 of this Declaration.

Section 23. "Neighborhood Association and Recreation Association" "Neighborhood Association" shall mean and refer to any not-for-profit corporation established for a Neighborhood in accordance with Neighborhood Association Documents and may include without limitation a homeowners' association created pursuant to the Act or a condominium association pursuant to Chapter 718, Florida Statutes. "Recreation Association" shall mean and refer to any not-for-profit corporation established for the maintenance of the recreational facilities, lawns, and landscaping of a Neighborhood.

Section 24. "Neighborhood Association Documents and Recreation Association Documents" shall mean and refer to any and all documents, instruments and agreements established by or consented to by the Developer or its assigns creating and governing any Neighborhood or Recreation Association, including without limitation, a declaration, articles of incorporation and by-laws of the Neighborhood Association or Recreation Association, as applicable, and any rules and guidelines established thereunder.

Section 25. "Neighborhood Association Services and Recreation Association Services" shall mean and refer to services provided to Units within a particular Recreation Association or Neighborhood by the Master Association in accordance with a Supplemental Declaration.

Section 26. "Owner" shall mean and refer to one (1) or more Persons who hold 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.

Section 27. "Person" means a natural person, a corporation, partnership, limited liability company, trust, or any other legal entity.

Section 28. "Properties" shall mean and refer to the real property described in Exhibits "A-1" and "A" and 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 Directors, as the same may be amended from time to time.

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

Section 31. "The Ranch at Orange Blossom" shall mean and refer to the development described in the PUD Ordinance as amended from time to time, provided the Developer may determine, in its sole discretion, to construct less than the maximum number of Units permitted by the PUD Ordinance as amended from time to time.

Section 32. "Supplemental Declaration" or "Supplement" shall mean an amendment or supplement to this Declaration executed by or consented to by Developer which subjects additional property to this Declaration and/or imposes, expressly or by reference, additional restrictions and obligations on the land described therein. The term shall also refer to the instrument recorded by the Master Association pursuant to Article IX, Section 2, of this Declaration to subject additional property to this Declaration.

Section 33. "Turnover Date" shall mean the date upon which control of a majority of the seats on the Board of Directors is transferred to the Class "A" Members as described in Article IV, Section 3 hereof. However, Merchant Builders shall not be permitted to participate in the turnover election of the Board of Directors.

Section 34. "Unit" shall mean and refer to the individual residential structure constructed on a Lot (including a townhome), or an individual condominium unit; provided, however, that no portion of any Community Systems, even if installed in a Unit, shall be deemed to be part of a Unit.

Section 35. "Master Association User Assessment" shall mean and refer to assessments levied in accordance with Article XI, Section 5 of this Declaration.

ARTICLE III
Property Rights

Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area, for its intended purpose, subject to the Governing Documents and to any restrictions or limitations contained in any deed conveying such property to the Master Association; provided, however, that every Owner's right to use the Common Areas is subject to the obligation to pay assessments 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 Governing Documents. An Owner's right to use the Common Area may be restricted or suspended for failure to pay amounts owing to the Master Association, and misconduct or failure to abide by the Governing Documents; 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, may, subject to the terms and conditions of the Governing Documents, be delegated to persons lawfully residing in the Owner's Unit. An Owner's rights to use any or all of the Common Areas may be delegated to a lessee subject to compliance with the Governing Documents. The Governing Documents may include, without limitation, restrictions on the number and frequency of tenants and guests an Owner may have at any one time or during any calendar year. To prevent overtaxing the Common Area, the Board of Directors shall have the authority to adopt a policy and/or rules and regulations that provide that an Owner shall relinquish his right to use the Common Area when he has delegated his use rights thereto to a tenant or other occupant of his Unit (except that the Owner shall have the ability to inspect his Unit).

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.

ARTICLE IV
Membership and Voting Rights

Section 1. Membership. Every Owner, other than the Developer, shall be deemed to have a Class "A" Membership in the Master Association, as provided in Section 2 below. No Owner, whether one (1) or other Persons, shall have more than one (1) membership per Unit owned. Except for the election of directors on the Turnover Date and subsequent elections, votes of the Class "A" Members shall be cast by the "Neighborhood Voting Representatives" (as defined and in the manner set forth in Section 2.2 of the Bylaws).

Section 2. Voting. The Master Association shall have two (2) classes of membership, Class "A" and Class "B" as follows:

(a) Class "A". Class "A" Members shall be all Owners of fee title to Units. Class "A" Members shall be entitled to one (1) vote for each Unit in which they hold fee title.

(b) Class "B". The Class "B" Member shall be the Developer. The Class "B" Member shall be entitled to the number of votes equal to the total number of votes for the Class "A" Members, plus 1 vote. The Class "B" Member shall also be entitled to appoint the entire Board of Directors prior to the "Turnover Date", as hereafter defined. On the Turnover Date, the Class "B" Membership shall terminate and be converted to a Class "A" Membership.

The Master Association may authorize voting solely by the Voting Representatives of a particular Neighborhood when the Board of Directors determines that it is in the best interests of the Master Association not to have a community-wide vote, including, but not limited, to voting on Recreation Association Assessments, Neighborhood Association Assessments or amendments to the Governing

Documents applicable solely to the members of a particular Recreation Association or Neighborhood Association.

Section 3. Voting Groups. The Developer may designate "Voting Groups" consisting of one or more Neighborhood Voting Representatives when the Developer determines that it is in the best interests of the Master Association not to have a community-wide vote, including, but not limited, to electing directors to the Board of Directors or voting on amendments to the Governing Documents.

Section 4. Turnover Date. The Turnover Date shall occur within ninety (90) days of the occurrence of the earliest of the following events:

- (a) The Developer conveys ninety percent (90%) of the Units that may be ultimately conveyed by the Developer in the Properties; or
- (b) December 31, 2020; or
- (c) Such earlier date as determined in the sole discretion of the Developer.

Owners acknowledge that in the event the Developer obtains approval from zoning and regulatory authorities to increase the maximum number of Units that may be constructed, the date set forth in (a) above shall be extended.

ARTICLE V

Maintenance

Section 1. Master Association's Responsibility. The Master Association shall operate, maintain and keep in good repair the Common Area, 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, unless otherwise maintained by a Recreation Association or Neighborhood Association. This operation and maintenance shall include, but need not be limited to, 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; all wetlands within the Properties, whether Common Area or not; all conservation and preservation areas and easements within the Properties; all other landscape buffers, conservation buffers and easements, and preservation buffers; all requirements arising out of protected species and/or vegetation management plans approved as a condition of permit issuance by any municipal, 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 all permit conditions of the South Florida Water Management District, as set forth in Permit #11-02432-P, a copy of which is attached hereto as Exhibit "D", and all successor agencies relating to consumptive use and/or surface water management, and all permit conditions legally imposed by the County or other governmental or quasi-governmental agencies or authorities having jurisdiction; and all structures, and improvements, amenities, including all roads, gates, signage, entry features, fences, walls, streets, drives, sidewalks, bike paths, street lighting fixtures, recreational amenities and landscaping situated upon the Common Area (except as otherwise specifically provided in Section 2 below). The South Florida Water Management District has the right to take enforcement action, including a civil action for an injunction and penalties against the Master Association to compel it to correct any outstanding problems with the water management system or in any mitigation or conservation areas under the responsibility or control of the Master Association.

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 conditions, compliance with all animal and vegetation management plans approved pursuant to development permit approvals, and compliance with all South Florida Water Management District and United States Army Corps of Engineers, or County requirements, or those of any successor agencies, shall, unless related to Exclusive Common Area or Recreation Association Services be an expense to be allocated among all Units as part of the Master Association Base Assessment.

The lakes and drainage facilities located in the Properties that are Common Area are part of a surface water drainage and maintenance system that may serve real property located adjacent to the Properties.

The Master Association may elect to maintain additional property as provided in any maintenance agreement entered into by the Master Association. The Master 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 Master Association Base Assessment.

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

Section 3. Owner's Responsibility. Unless otherwise provided in a Supplemental Declaration, this Section 3 shall govern an Owner's maintenance responsibilities. Each Owner shall maintain his or her Unit, including all structures, parking areas, landscaping and other improvements thereon except as otherwise maintained by a Recreation Association or Neighborhood Association, in accordance with the Community Wide Standards. 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. 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. 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 install trees, shrubs or similar vegetation in this area. References to "Owners" and "Units" above shall mean "Neighborhood Association" or "Recreation Association", and "Neighborhood Association Common Area" or "Recreation Association Common Area" when the maintenance obligations and real property described above are performed by and owned or operated by, respectively, either of those entities.

Section 4. Landscape and Other Maintenance. The Board of Directors of the Master Association may adopt Community-Wide Standards regarding landscape maintenance standards, street lighting and the exterior appearance of all Units. Landscape and irrigation maintenance may include, but is not limited to, frequency or watering, trimming, etc. and quantity and frequency of application of fertilizers and pesticides, quantity and time of day of irrigation.

All maintenance required by Article V, Sections 2, 3 and 4 shall be performed in a manner consistent with the Community-Wide Standard. A Recreation Association or Neighborhood Association may impose higher maintenance standards than the Community Wide Standard. If any Recreation Association, Neighborhood Association or Owner fails to perform the maintenance responsibilities in accordance with the Community-Wide Standard, the Master Association may perform it and assess all costs incurred by the Master Association against the Unit and the Owner thereof as a Master Association User Assessment, plus an administrative surcharge of not more than 10% of the costs incurred by the Master Association for its remedial action, together with any attorney's fees and costs of collection. The Master Association may also obtain a monetary judgment for such costs, attorney's fees and costs of collection against any Recreation Association or Neighborhood Association. Prior to entry, the Master Association shall afford the Recreation Association, Neighborhood Association or the Owner, as the case may be, a minimum of 10 days prior written 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.

ARTICLE VI

Insurance and Casualty Losses

Section 1. Insurance. The Master 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 improvements on the Common Area. 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, subject to the provision of a deductible as determined by the Board of Directors in its business judgment and availability of insurance according to market conditions.

The Board shall also obtain a public liability policy covering the Common Areas for the benefit of the Master Association for damage or injury caused by the possible negligence of the Master 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.

All insurance coverage obtained by the Board of Directors shall be written in the name of the Master 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:

- (a) All policies shall be written with a company authorized to do business in Florida.
- (b) All policies on the Common Area shall belong to the Master Association and be for the benefit of the Master Association and its Members, as their interests may appear.
- (c) Exclusive authority to adjust losses under policies obtained by the Master Association on the Properties shall be vested in the Board of Directors.
- (d) In no event shall the insurance coverage obtained and maintained by the Master Association hereunder be combined with any other insurance coverage purchased by individual Owners, occupants, Mortgagees, Recreation Associations, Neighborhood Associations or the Developer.
- (e) 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 Master Association's directors, officers, agents, Owners and the Developer;
- (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;
- (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 Master Association or its duly authorized manager without prior demand in writing delivered to the Master Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Master 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 Master Association will be given at least thirty (30) days' prior written notice of any cancellation, substantial modification or non-renewal.

In addition to the other insurance required by this Section, the Board shall obtain workers compensation insurance if and to the extent required by law, directors' and officers' liability coverage, a fidelity bond or bonds on directors, officers, employees, and other Persons handling or responsible for the Master Association's funds. Any such insurance policies shall require at least thirty (30) days' prior written notice to the Master Association of any cancellation, substantial modification, or non-renewal.

Section 2. Individual Insurance. The obligations set forth below which are imposed upon individual Owners shall not apply to the extent insurance, maintenance, repair and replacement is the obligation of a Neighborhood Association. By virtue of becoming an Owner, each Owner covenants and agrees with all other Owners and with the Master 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 as may be adopted by the Board as provided from time to time, and shall carry flood zone insurance if the property is in a flood zone if the same would be required by a Mortgagee. 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. 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 Common Area covered by insurance written in the name of the Master Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Common Area. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Common Area to substantially the same condition in which it existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes, other governmental requirements or as otherwise determined to be appropriate by the Board of Directors.

(b) Any damage or destruction to the Common Area shall be repaired or reconstructed by the Master Association, unless (i) if Common Area, the Neighborhood Voting Representatives representing 75% of all Master Association members; or (ii) if Neighborhood Association Common Area or Recreation Association Common Area, the Recreation Association's or Neighborhood Association's Board of Directors, shall decide in accordance with the Recreation Association Documents or Neighborhood Association Documents within 60 days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Master Association within said period, then the period shall be extended until such funds or information shall be made available. No holder of any lien relative to the Properties or any Lot or Unit shall have the right to participate in the determination of whether the damage or destruction to the Common Area, Recreation Association Common Area or Neighborhood Association Common Area shall be repaired or reconstructed.

Section 4. Disbursement of Proceeds. The proceeds of insurance shall be disbursed in payment of such repairs or reconstruction. Any proceeds remaining after defraying such costs of repair or reconstruction to the Common Area, shall be retained by and for the benefit of the Master Association and placed in a segregated capital improvements fund. 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 Master Association Special Assessment on the same basis as provided for Master Association Base Assessments. Additional Master Association 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 Developer from replatting property subject to this Declaration or 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

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) 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 Master Association as trustee for all Members to be disbursed as follows: If the taking involves a portion of the Common Area on which improvements have been constructed, the Master Association shall restore or replace such improvements so taken on the remaining land included in the Common Area to the extent lands are available therefore 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.

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

ARTICLE IX

Annexation and Removal

Section 1. Annexation Without Approval of Membership. Developer shall have the unilateral right, privilege, and option, to annex any or all of the real property described in Exhibit "A" attached hereto which was not part of the Initial Property. Such annexation shall be accomplished by filing in the Public Records of Collier County, Florida ("Public Records"), a Supplemental Declaration annexing such property. Such Supplemental Declaration shall not require the consent of the Members. Any such annexation shall be effective upon the filing of record of such Supplemental Declaration unless otherwise provided therein. Developer shall have the unilateral right to transfer, in whole or in part to any other Person the said right, privilege, and option to annex additional property which is herein reserved to Developer, provided that such transferee or assignee shall be the successor Developer of at least a portion of the real property described in Exhibit "A" and that such transfer is memorialized in a written, recorded instrument executed by the Developer. Nothing herein shall obligate the Developer to annex any or all of the additional real property described on Exhibit "A". However, if the Developer does not annex any additional portion of the real property described in Exhibit "A" and subject that real property to this Declaration, Developer reserves the right, on behalf of its successors and assigns, to grant the owners of residential units in that real property, the right to use the Master Association's Common Area in the same manner as the members of the Master Association. Such use shall be conditional upon said owners paying to the Master Association their pro-rata share of the expenses of operating and maintaining the Common Area.

Section 2. Annexation With Approval of Membership. The Master Association may annex real property other than that described on Exhibit "A" to the provisions of this Declaration and the jurisdiction of the Master Association subject to the consent of Neighborhood Voting Representatives representing a majority of the Class "A" Members. .

Annexation shall be accomplished by filing of record in the Public Records, a Supplemental Declaration describing the property being annexed. Any such Supplemental Declaration shall be signed

by the President or Vice President of the Master Association, and by the owner of the property being annexed, and any such annexation shall be effective upon filing unless otherwise provided therein.

Section 3. Acquisition of Additional Common Property. Developer may convey to the Master Association additional real estate, improved or unimproved, located within or adjacent to the Properties annexed to this Declaration which upon conveyance or dedication to the Master Association shall be accepted by the Master Association and thereafter shall be maintained by the Master Association at its expense for the benefit of all Owners. Subsequent to the Turnover Date, the addition of Common Area other than that which is located within or contiguous to the property described on Exhibit "A" shall be subject to the approval of Neighborhood Voting Representatives representing a majority of the Class "A" Members.

Section 4. Assignment of Property. Developer shall have the right to collaterally assign all of its interest in the Properties to any mortgagee holding a mortgage encumbering any property located within the Properties.

Section 5. Removal of Property. Developer reserves the right to amend this Declaration from time to time prior to the Turnover Date, in its sole discretion, without the prior notice or consent of any Person to remove any portions of the Property then owned by the Developer (or any affiliate of Developer) or by the Master Association from the provisions of this Declaration if and to the extent such property was originally subjected to this Declaration in error or if Developer changes the development plan for the Properties, provided however, that Developer, concurrently with such removal shall grant and/or confirm such easements as are necessary or requisite relative to the reasonable maintenance and/or construction of those Lots theretofore conveyed by Developer.

ARTICLE X

Rights and Obligations of the Master Association

Section 1. Maintenance and Indemnity. Notwithstanding the fact that Developer may initially retain ownership of the Common Area, the Master Association shall, pursuant to this Declaration, be responsible for the management, maintenance, insurance and operation of the Common Area. The Master Association will indemnify, defend and hold harmless Developer and its successors and assigns, and their affiliates, partners, employees and agents against and in respect of, and reimburse the same on demand for, any and all claims, demands, losses, costs, expenses, settlements, obligations, liabilities, damages, recoveries and deficiencies, including, but not limited to, interest, penalties, attorneys' and paralegals' fees and disbursements (even if incident of any appeals), the Developer or its successors or assigns, and their partners, affiliates, officers, stockholders, directors, members, employees, or agents incur or suffer which arise, result from or relate to the ownership, operation or management of the Common Area or any other activities of the Master Association after the date of this Declaration other than any act resulting from the gross negligence or willful misconduct by Developer or the parties to be indemnified hereby. To the extent necessary, the Master Association shall levy a Master Association Special Assessment against Owners, other than the Developer and Merchant Builders, to cover the costs of indemnity.

Section 2. Rules and Regulations. The Master Association through its Board of Directors, may make and enforce reasonable and nondiscriminatory Rules and Regulations governing the use of the Properties. The Rules and Regulations shall not eliminate or unreasonably interfere with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines (which shall not

constitute a lien upon the Owner's Lot or Lots unless expressly permitted by the Act) and the suspension of the right to use any Common Area, and exclusion from the Properties of any contractor, subcontractor, agent or other invitee who fails to comply with the provisions of such Rules and Regulations; provided however, the Master Association shall not restrict or impair the right of an Owner or his or her tenants (provided the lease complies with this Declaration) to have vehicular or pedestrian ingress and egress to and from the Owner's Lot. The Board shall, in addition, have the power to seek relief in any court for violations or to abate unreasonable disturbances. Imposition of sanctions shall be subject to the procedures for disciplinary action provided in the By-Laws. Fines shall not constitute an assessment subject to the lien rights provided in this Declaration, unless the Act expressly permits.

The Master Association, through the Board, by contract or other agreement, shall have the right to enforce all applicable federal, state and local laws, ordinances, codes and regulations and to permit any governmental or quasi-governmental agency to enforce such parties' rules and ordinances on the Properties, and further, to the extent the provisions of this Declaration, a Supplement of Declaration or Neighborhood Declaration violate any of the foregoing, the provisions of law, ordinance, permits, codes and regulations shall control.

Section 3. Implied Rights. The Master Association may exercise any other right or privilege given to it expressly by the Governing Documents, 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 to effectuate any such right or privilege.

Section 4. Governmental Interests. The Master Association shall permit the Developer reasonable authority to designate sites within the Properties for any public facilities. The Master Association shall maintain and operate the surface 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, and neither the Developer, Master Association, Recreation Association, Neighborhood Association, Merchant Builder nor any Owner shall take any action which modifies the surface water management system in a manner which changes the flow or drainage of surface water. Any amendment which would affect the surface water 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. All Owners acknowledge that due to ground water elevations, priorities established by governmental authorities, and other causes outside of the reasonable control of the Developer and the Master Association, lake water levels may fluctuate at certain times during the year and such fluctuations may be material. Neither the Developer nor the Master Association shall have any liability for aesthetic conditions, objectionable odors, damage to plantings or direct or consequential damages of any nature caused by the fluctuation of water levels or water quality, or complying with the permitting requirements of government agencies.

The Developer shall establish 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, which buffer 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, 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 Master Association along with all maintenance responsibilities and, if necessary, to the County with no maintenance responsibilities. All Owners shall comply with the requirements of the County and all governmental or quasi-governmental agencies or authority having jurisdiction.

Section 5. Landscape Buffers and Conservation and Preservation Areas. The Developer shall establish any and all landscape buffers, conservation areas, preservation areas, wetlands, preserves and/or other areas (collectively, "conservation 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 and/or any permit conditions of any state or federal agency, and any such areas shall be maintained and monitored by the Master Association in accordance with all original permit conditions and/or PUD Ordinance requirements. A copy of the Stormwater Pollution Prevention Plan is attached as Exhibit "E" and a copy of the Urban Stormwater Management Program is attached hereto as Exhibit "F".

THE CONSERVATION AREAS ARE HEREBY DEDICATED AS COMMON AREAS. THEY SHALL BE THE PERPETUAL RESPONSIBILITY OF THE MASTER ASSOCIATION AND MAY IN NO WAY BE ALTERED FROM THEIR NATURAL OR PERMITTED STATE. ACTIVITIES PROHIBITED WITHIN THE CONSERVATION AREAS INCLUDE, BUT ARE NOT LIMITED TO, CONSTRUCTION OR PLACING OF BUILDINGS ON OR ABOVE THE GROUND, DUMPING 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. THE MASTER ASSOCIATION IS OBLIGATED TO ENFORCE THESE RESTRICTIONS.

Section 6. Future Easements and Boundary Modifications. Developer reserves the right, in its sole discretion, to grant, modify or enter into easements, dedications, agreements, licenses, restrictions, reservations, covenants, rights of way, to modify the boundary lines and plat or replat portions of the Common Area. The Master Association, Recreation Association or Neighborhood Association agree to execute and deliver any and all agreements, documents, plats and instruments which are necessary or desirable to accomplish the same, including without limitation, deeds reconveying portions of the said property to the Developer.

Section 7. Common Surplus. On the Turnover Date, the Master Association shall pay to the Developer any common surplus remaining on the Turnover Date, as more particularly described in Article XI, Section 1. The Board of Directors, in its sole discretion and without the approval of any Member, may obtain a third party loan for payments due the Developer and/or assess the Owners for those costs. Any such loan may be acquired prior to the Turnover Date and shall be the Master Association's payment responsibility after the Turnover Date. Obtaining a loan and assessing the members for amounts due to the Developer shall not constitute self-dealing or unjust enrichment to the directors of the Master Association appointed by the Developer.

Section 8. Deeding of Common Area. On or before the Turnover Date, the Developer shall convey a property interest in the Common Area to the Master Association. Any deed of conveyance shall be a Quit-Claim Deed subject to all matters of record. The Master Association shall be obligated to accept title to any interest in real or personal property transferred to it by Developer. The Developer shall not be obligated to formally deliver the Quit-Claim Deed or other instrument to the Master Association prior to its recordation. Property interests transferred to the Master Association by Developer may include fee simple title, easements, leasehold interests and licenses to use. Any property or interest in property transferred to the Master Association by Developer may impose special restrictions governing the uses of such property and special obligations on the Master Association with respect to the maintenance of the property. No title insurance, title opinion or survey shall be provided to the Master Association by Developer. All costs and expenses of any conveyance of any property by Developer to the Master Association shall be paid for by the Master Association.

THE MASTER ASSOCIATION SHALL ACCEPT "AS IS, WHERE IS" THE CONVEYANCE OF SUCH PROPERTY WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, WITH RESPECT THERETO, OR WITH RESPECT TO THE IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO, REPRESENTATIONS OR WARRANTIES REGARDING THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, CONDITION, QUALITY OF CONSTRUCTION, ACCURACY, COMPLETENESS, DESIGN, ADEQUACY OF SIZE OR CAPACITY IN RELATION TO THE UTILIZATION, DATE OF COMPLETION OR THE FUTURE ECONOMIC PERFORMANCE OF OPERATIONS OF, OR THE QUALITY OF MATERIALS OR FURNITURE WHICH HAS BEEN OR WILL BE USED IN SUCH PROPERTY. BY ACCEPTANCE OF AN INTEREST IN ANY SUCH PROPERTY OR THE DEED TO ANY LOT, THE MASTER ASSOCIATION AND ALL OWNERS RELEASE DEVELOPER FROM ANY CLAIMS AND WARRANT THAT NO CLAIM SHALL BE MADE BY THE MASTER ASSOCIATION OR ANY OWNER RELATING TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, CONDITION, QUALITY OF CONSTRUCTION, ACCURACY, ADEQUACY OF SIZE OR CAPACITY FOR THE NUMBER OF USERS, DESIGN, FITNESS, ECONOMIC PERFORMANCE OR COMPLETENESS OF SUCH PROPERTY OR REPAIRS OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING THEREFROM.

ARTICLE XI

Master Association Assessments

Section 1. Creation of Assessments. There are hereby created Assessments for Master Association expenses as may from time to time specifically be authorized by the Board of Directors 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) Master Association Base Assessments to fund Common Expenses as described in Section 2;
- (b) Recreation Association Assessments and Neighborhood Association Assessments as described in Section 3;
- (c) Master Association Special Assessments as described in Section 4 below; and
- (d) Master Association User Assessments as described in Section 5 below.

Master Association Base Assessments shall be levied equally on all Units subject to this Declaration during a fiscal year of the Master Association, except that Units for which a Certificate of Occupancy has not been issued by the County shall pay Assessments in the amount of five percent (5%) of the Assessments levied on Units for which a Certificate of Occupancy has been issued. Assessments shall not commence with respect to any Unit until such time as it has been subjected to this Declaration pursuant to a Supplement. In the event any of the Properties subject to this Declaration has not been platted as to the number of Units anticipated for eventual sale, such unplatted portions of the Properties shall be deemed to have the number of Units set forth on the then current site plan for such Properties, approved by the Developer, until such Properties are platted or replatted or until certificates of occupancy are issued for Units constructed on such Properties. Recreation Association Assessments, Neighborhood

Association Assessments, Master Association Special Assessments and Master Association 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 to pay Assessments in a timely manner. All Assessments, together with any interest which may be charged as computed from the due date until paid (at a rate not to exceed the highest rate allowed by the civil usury laws of the State of Florida), and late charges, costs, and reasonable attorney's fees, shall be an automatic charge and continuing lien on the Unit. Each Assessment, together with interest, late charges, costs, and reasonable attorney's fees, shall also be the personal obligation of the Owner of such Unit at the time the Assessment was levied and any successor grantee shall be jointly and severally liable for such portion thereof as may be due and payable prior to the time of such conveyance. Provided, however that no first Mortgagee (or the designee of such Mortgagee) who obtains fee title to a Unit pursuant to the remedies provided in its Mortgage or by the acceptance of a deed in lieu of foreclosure shall be liable for unpaid Assessments which accrued prior to such acquisition of title, unless the first Mortgage is recorded after the Master Association's Claim of Lien. However, a third party, other than the first Mortgagee or the successor or assign of such first Mortgagee, who acquires title at a foreclosure sale shall be liable for unpaid Assessments accrued prior to their acquisition of the Unit. Regardless of any restrictive endorsement to the contrary, all payments by the Owner or on the Owner's behalf shall be applied first to any interest accrued, then to any late fees, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent Assessment(s) in the order that they came due. However, after application of a payment to interest, late fees, attorney's fees and costs of collection, all payments made shall be first applied to the Master Association's Base Assessments and then to the remainder of the Assessments levied pursuant to this Declaration.

The Master Association shall, within fifteen (15) days written demand, furnish to any Owner liable for any type of Assessment a certificate in writing signed by an officer of the Master Association setting forth which Assessments have been paid as to any particular Unit. All persons other than the Owner, shall be entitled to rely upon the certificate. The Master Association may require the advance payment of a processing fee for the issuance of such certificate.

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 any Assessments for the balance of the fiscal year resulting from delinquencies. The Board shall determine whether the assessments, whether in whole or in part, shall be due and payable annually or quarterly.

No Owner may waive or otherwise exempt himself from liability for any assessments for any reason, including without limitation, non-use of the Common Area or abandonment of the Unit. The obligation to pay Assessments is a separate and independent covenant on the part of the Owner. No diminution or abatement of Assessments or set-off shall be claimed or allowed by reason of any alleged failure of the Master Association or Board of Directors to take some action or perform some function required to be taken or performed by the Master Association or the Board of Directors pursuant to the Governing Documents, or for inconvenience or discomfort arising from the making of repairs or improvements which are the Master Association's responsibility, or from any action taken to comply with any law, ordinance, or any order or directive of any municipal or other governmental authority.

Notwithstanding anything to the contrary, at any time prior to the Turnover Date, the Developer may elect to pay: (a) Assessments on Units owned by Developer equal to the number of Units on the then current site plan approved by the Developer; or (b) not pay assessments on any Units and in lieu thereof, for such fiscal year, to pay the Master Association's actual operating expenses incurred (either paid or payable) exclusive of capital improvement costs, reserves, special assessments, depreciation, and amortization. The amount so determined shall then be reduced by revenues earned (either received or receivable) from all sources other than working capital contributions (including, without limitation,

Assessments, interest, late charges, fines, charges and other income sources and any surplus carried forward from the preceding year(s)). The option described in (b) above shall be referred to herein as the "Developer Subsidy". The "Developer Subsidy" shall not include amounts owed by the Master Association for any Master Association "Bulk Agreement" for cable television, electronic monitoring or other telecommunications services entered into pursuant to Article XVI hereof. The "Developer Subsidy" shall terminate at the Turnover Date. Any surplus may either be paid to the Developer after the conclusion of the fiscal year or carried forward to the next fiscal year. Any surplus remaining at the Turnover Date shall be paid to the Developer.

If the Developer fails to make an election prior to the beginning of any fiscal year, it shall be deemed to elect to pay the Developer Subsidy unless it subsequently notifies the Master Association in writing that it wishes to pay Assessments on some or all of its Units. The Developer's obligations hereunder may be satisfied in the form of a cash subsidy or by "in kind" contributions of services or materials or a combination of a cash subsidy and "in kind" contributions. The Developer shall not be obligated to fund the Developer Subsidy until it is necessary for the Master Association to fund cash expenditures.

After the Turnover Date, the Developer shall pay Assessments on its Units that are subject to assessment, but the amount to be paid shall be determined by whether the Unit has been issued a Certificate of Occupancy as of when the particular Assessment becomes due (i.e., as of the commencement of the fiscal year if the Assessment is billed annually, or as of the commencement of the quarter if the Assessment is billed quarterly).

Section 2. Computation of Budget. It shall be the duty of the Board of Directors to annually prepare budgets covering all anticipated Common Expenses. "Common Expenses" shall mean and refer to all expenses that are properly incurred by the Master Association pursuant to the Governing Documents.

The budgets may but shall not be required to establish a reserve fund (as described in Section 8 of this Article). In the event a reserve fund is established and the Developer has obligated itself to pay the Developer Subsidy, the Developer shall have no obligation to pay any portion of the Assessments which are to be contributed to the reserve contributions.

In addition, if the Developer has obligated itself to pay the Developer Subsidy, the Developer shall have no obligation to pay any Master Association Special Assessment.

In the event the Board fails for any reason so 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.

Notwithstanding anything to the contrary in this Declaration or otherwise, if the Developer elects to fund the Developer Subsidy in any fiscal year prior to the Turnover Date, the annual assessments may not be established by the budget calculation described above, but may be set by the Board at any level the Developer deems appropriate, provided that the total of all Assessments for a fiscal year shall be set at levels comparable to the total annual assessments for planned unit developments in Southwest Florida offering similar amenities and services, and of a similar size and character.

Units shall not be assessed unless they have been subjected to this Declaration, either upon recordation of this Declaration or by a Supplemental Declaration. Units which become subject to

assessments during a year shall only be required to pay assessments on a prorated basis based on the number of months remaining in the year in which such Units become subject to any assessments. The Board shall cause a copy of the budgets and notice of the amount of the annual assessment to be levied against each Unit for the following year to be delivered to each Owner at least thirty (30) days prior to the beginning of the fiscal year. However, the Board's failure to meet that time deadline or any other time deadline set forth in this Declaration with respect to the budgeting process shall not invalidate the budget or be used as a defense to payment by an Owner who is delinquent in the payment of any Assessment provided in this Declaration.

In the event assessments in excess of revenues are collected in any fiscal year after the Turnover Date, the Board of Directors, in its sole discretion, may refund such excess to the Members or credit the surplus to the Members for the next fiscal year's Assessments. Prior to the Turnover Date, as described in Section 1 above, the Developer shall be paid any surplus.

Section 3. Computation of Recreation Association Assessments and Neighborhood Association Assessments. In addition to the Master Association Base Assessments, the Board of Directors may, with the assistance of the Recreation Associations (or Neighborhood Associations for Neighborhoods that do not have a Recreation Association), annually prepare a separate budget covering the estimated expenses that are unique to a particular Recreation Association ("Recreation Association Expenses") or those that are unique to a Neighborhood Association that does not have a Recreation Association ("Neighborhood Association Expenses") to be incurred by the Master Association for one or both of those Recreation Associations or for one or several Neighborhood Associations during the coming year at least sixty (60) days prior to the beginning of each fiscal year. The Recreation Associations and Neighborhood Associations shall submit to the Board of Directors a proposed budget for Recreation Association Expenses or Neighborhood Association Expenses a minimum of ninety (90) days prior to the beginning of the fiscal year. The Board shall cause a copy of such budget and notice of the amount of the applicable Recreation Association Assessment to be levied on each Unit for the coming year to be delivered to the Recreation Association(s), Neighborhood Association(s) or each Owner of a Unit in the benefited Recreation Association(s) or Neighborhood Association(s) at least thirty (30) days prior to the beginning of each fiscal year.

The provision for Recreation Association Assessments and Neighborhood Association Assessments herein shall not require the Master Association to budget for Recreation Association Assessments or Neighborhood Association Assessments, but rather gives the Master Association the authority to budget for and collect Recreation Association Assessments and Neighborhood Association Assessments if deemed necessary and desirable.

Section 4. Master Association Special Assessment. The Board of Directors may levy Master Association Special Assessments from time to time for unanticipated costs and expenses. Subsequent to the Turnover Date, any Master Association Special Assessment shall require the affirmative vote or written consent of Neighborhood Voting Representatives representing a majority of the Class "A" Members, unless the special assessment is required to pay for: any necessary maintenance, repair, replacement or insurance of any Common Area; or for any action or obligation required or imposed by the County or any other municipal, state or federal agency. Master Association 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 Master Association Special Assessment is approved, if the Board so determines. Master Association Special Assessments may be commingled with the remainder of the Master Association's Assessments, but the Master Association shall be required to keep a separate ledger. The Master Association shall not utilize any Master Association Special Assessment for other than its stated purpose without the affirmative vote or written consent of a majority of the entire Master Association membership. If

Developer has obligated itself to pay the Developer Subsidy, it shall not be obligated to pay Master Association Special Assessments. The Board may levy Master Association Special Assessments applicable to a Recreation Association or Neighborhood Association in which case all references set forth above to “the affirmative vote or written consent of Neighborhood Voting Representatives representing a majority of the Class “A” Members” (in the context of a post-Turnover Date special assessment) shall be understood to read, “the affirmative vote or written consent of the Neighborhood Voting Representatives representing a majority of the Class “A” Members in the applicable Recreation Association”, or “the affirmative vote or written consent of Neighborhood Voting Representatives representing a majority of the Class “A” Members in the applicable Neighborhood Association” as the case may be.

Section 5. Master Association User Assessments. The Master Association may levy a Master Association User Assessment against any Owner individually and against such Owner’s Unit to reimburse the Master Association for costs incurred in providing landscape maintenance, pest control, cable television service or other services so provided to Owners by or through the Master Association, at the Master Association’s option. Additionally, a Master Association User Assessment may be levied against the Owner and the Owner’s Unit to reimburse the Master Association for any expenses incurred to bring the Owner’s Unit into compliance with the provisions of the Governing Documents and the Community Wide Standards, which Master Association User Assessment will be levied upon the vote of the Board. Fines levied by the Master Association shall not be considered individual Master Association User Assessments unless expressly permitted by the Act.

Section 6. [reserved].

Section 7. Lien for Assessments. Upon recording of a Claim of Lien on any Unit, the Claim of Lien shall relate back to the recording of this Declaration, and there shall exist a perfected lien for unpaid Assessments, interest, late charges, attorney’s fees and costs, which shall be considered prior and superior to all other liens, regardless of when recorded, except (1) all taxes, assessments, and other levies which by law would be superior thereto; and (2) the lien of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages), unless the first Mortgage was recorded subsequent to the Master Association’s Claim of Lien. The Master Association’s Claim of Lien shall be superior to any Claim of Lien in favor of a Recreation Association or Neighborhood Association, regardless of when the Claims of Lien are recorded. The Claim of Lien may be foreclosed in equity in the same manner as a mortgage, after thirty (30) days prior written notice has been given to the Owner of the Master Association’s intent. The Master Association may also bring an action at law for a money judgment for all unpaid Assessments, interest, late charges, attorney’s fees and costs, without waiving the Master Association’s ability to foreclose its Claim of Lien, either independently or in connection with the foreclosure.

The Master 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, without any need for consent from the Master Association’s Members, or any third party. During the period in which a Unit is owned by the Master Association following acquisition by foreclosure sale: (a) no right to vote shall be exercised on its behalf; (b) no Assessments shall be levied on it; and (c) each other Unit shall be charged, in addition to its usual Assessments, its equal pro rata share of the Assessments that would have been charged against such Unit had it not been acquired by the Master Association.

Section 8. 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 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

Master Association, as shown on the budget, with respect both to amount and timing over the period of the budget. The capital reserve requirement, if any, may be fixed by the Board and included within and distributed with the proposed budget, 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 Master Association as determined solely by the Board of Directors. If Developer has obligated itself to pay the Developer Subsidy, it shall not be obligated to pay Assessments for any reserve fund.

Section 9. Subordination of the Lien to First Mortgages. The lien of all of the Master Association's assessments, including interest, late charges (subject to the limitations of Florida law), and costs (including attorney's fees) as provided herein, shall be subordinate to the lien of any first Mortgage upon any Unit held by a Mortgagee, provided that the first Mortgage was recorded prior to the Claim of Lien. The sale or transfer of any Unit shall not affect the validity of any lien for assessments. However, the sale or transfer of any Unit pursuant to judicial or nonjudicial foreclosure or transfer of title by deed in lieu of foreclosure of any first Mortgage shall extinguish the lien for such Assessments as to payments which became due prior to such sale or transfer. The extinguishment of the lien shall not relieve the Owner from personal liability for amounts owed to the Master Association. No sale or transfer shall relieve the Unit from lien rights for any Assessments thereafter becoming due. Any such unpaid share of Assessments shall be deemed to be Common Expenses collectible from Owners of all the Units, including the Unit so acquired.

Section 10. Contributions to Working Capital Upon Initial Conveyance and Upon Reconveyances. After the date of recording of this Declaration, upon the initial conveyance of title from the Developer and each subsequent conveyance of record fee title of each Unit (excluding any Merchant Builder who acquires title to Lots in bulk from the Developer provided upon the Merchant Builder's transfer of fee title said working capital contribution shall become due) a non-refundable contribution shall be made by the purchaser of such Unit to the working capital of the Master Association, to be used after the Turnover Date to pay the Master Associations' operating and other expenses. Prior to the Turnover Date, the Developer shall determine the amount of the working capital contribution for a particular calendar year. The Developer may increase the working capital contribution in subsequent calendar years, but the amount shall not increase by more than ten percent (10%) over the previous year. Subsequent to the Turnover Date, the Master Association shall determine the amount of the working capital contribution, subject to the same ten percent (10%) limit on increases from year to year. The Developer, its subsidiaries, affiliates, successors and assigns shall be exempt from payment of the contributions required by this Section. 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. In the event of a reconveyance of title to a Unit, the following reconveyances ("resales") shall be exempt from payment of the contributions required by this Section: (a) by a co-Owner to any Person who was a co-Owner immediately prior to such conveyance; (b) to the Owner's estate, surviving spouse or child upon the death of the Owner; (c) to an entity owned by the grantor of title, and/or the grantor's spouse, provided upon subsequent reconveyance the contribution shall become due; and (d) to a Mortgagee or the Master Association pursuant to a Final Judgment of Foreclosure or deed in lieu of foreclosure, provided upon the subsequent reconveyance the contribution shall become due.

Section 11. Exempt Property. Notwithstanding anything to the contrary herein, the following property shall be exempt from payment of Assessments:

(a) all Common Area of the Master Association, Recreation Associations or Neighborhood Associations; and

(b) all property dedicated or deeded to any governmental authority, taxing district, or a public utility, including, without limitation, streets, environmental buffers, landscape buffers, preservation and conservation areas and lakes.

Section 12. Use of Assessments. Funds generated by one type of Assessment shall not be used for expenses for which another type of Assessment is levied. However, in computing the annual amount to be funded by the Developer, revenues and expenses shall not be segregated or earmarked by type of Assessment or type of Common Area, or by Recreation Association or Neighborhood Association, but instead, shall be taken as a whole.

Section 13. Collection of Master Association Assessments By Recreation Associations and Neighborhood Associations. Prior to the Turnover Date and subsequent to the Turnover Date (but in the latter case, only if the Developer first consents) the Master Association may require that the Recreation Associations and Neighborhood Associations that do not have a Recreation Association collect Master Association Assessments on behalf of the Master Association, but solely as an administrative convenience. If the Master Association requires, each Recreation Association and Neighborhood Association shall invoice its members for the Assessments payable to the Master Association for the Units the Recreation Association or Neighborhood Association operates and remit all amounts collected to the Master Association when the Assessment is due. Within ten (10) days after the due date, the Recreation Associations and Neighborhood Associations shall provide the Master Association with a list of those Owners who have failed to pay the Master Association Assessments. Collection of delinquent assessments, whether by foreclosure of a Claim of Lien and/or money judgment, shall remain the Master Association's obligation.

ARTICLE XII

Neighborhoods

Section 1. General. Every Unit shall be located within a Neighborhood. The Units within a particular Neighborhood shall be subject to additional covenants. The Unit Owners in some Neighborhoods shall be members of a Neighborhood Association in addition to being members of a Recreation Association and the Master Association. The Unit Owners in Neighborhoods that do not have a Recreation Association shall all be members of a Neighborhood Association in addition to being members of the Master Association.

Section 2. Request for Services. Each Recreation Association (or each Neighborhood Association for Neighborhoods that do not have a Recreation Association), upon the written consent of the Developer (so long as the Developer owns one (1) or more Units within the Properties) and Owners, representing a majority of the Lots within the Neighborhood (which such latter consent shall be delivered to the Master Association and shall contain the signatures of such majority), may request that the Master Association provide a higher level of service or special services for the benefit of Units in such Recreation Associations or Neighborhoods. The cost of those special services shall be assessed against the benefited Units as a Recreation Association Assessment or as a Neighborhood Association Assessment. However, the Master Association shall not be required to provide such higher level of service or special services.

Section 3. Division of Neighborhoods. If not designated in this Declaration, the Developer shall designate Neighborhoods by Supplemental Declaration. Any Neighborhood may be expanded by amendment to a Supplemental Declaration, as authorized solely by Developer.

ARTICLE XIII

Architectural Standards

Section 1. Architectural Standards. No improvement (which term shall include without limitation, staking, clearing, excavation, grading, and other site works, new structures, pools, driveways, fences, 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 the approval of 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 Master Association for review of an 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 by and built in accordance with the approved plans and specifications.

This Article shall not apply to construction on or improvements or modifications to any Lot or Unit by the Developer, nor to construction on or improvements or modifications to the Common Area made by or on behalf of the Master Association. The Board of Directors shall have the authority and standing, on behalf of the Master Association, to enforce in courts of competent jurisdiction decisions of the committees referenced in this Article. This Article may not be amended without the Developer's prior written consent so long as the Developer owns any land legally described in Exhibit "A".

Section 2. Architectural Review Committee. The Architectural Review Committee (sometimes referred to as ARC) shall have jurisdiction to review and approve all construction modifications, etc., on any portion of the Properties. Such construction may also be subject to review in accordance with any Supplemental Declaration. The Developer retains the right until the initial construction of the last Unit to be constructed within the Properties to appoint all members of the ARC, which shall consist of at least three (3), but no more than five (5), persons. There shall be no surrender of this right prior to that time except in a written instrument in recordable form executed by the Developer. Upon the expiration of such right, the Board of Directors shall appoint the members of the ARC.

The ARC may prepare design and development guidelines and application and review procedures ("Architectural Standards"), copies of which shall be available from the ARC for review. The Architectural Standards shall be those of the Master Association, and the ARC shall have authority to prepare and to amend them, subject to the approval of the Board of Directors except that after the Turnover Date, no amendment to the Architectural Standards shall be effective without the prior written consent of the Developer. The ARC shall make the Architectural Standards available to Owners, Merchant Builders, and such Owners, Merchant Builders shall conduct their operations strictly in accordance therewith. An Owner who wishes to construct improvements or modifications to existing improvements shall secure architectural approval from his or her Recreation Association or Neighborhood Association if the Neighborhood does not have a Recreation Association, either prior to or in connection with the ARC application. In the latter case, the period in which the ARC must approve or disapprove the application shall not begin to run until the ARC receives written evidence that the Owner has secured the Recreation Association's or Neighborhood Association's approval, as applicable. If the Owner does not secure Recreation Association or Neighborhood Association approval, then the ARC shall have no obligation to process an Owner's application. In the event that the ARC fails to approve or disapprove plans properly submitted to it, or to request additional information reasonably required, within 20 days after acceptance of a complete submission thereof, the plans shall be deemed approved. Any Owner aggrieved by the ARC's decision may file an appeal to the Board of Directors within 20 days of the decision. The Board of Director's ruling on appeal shall be final. Members of the ARC may include architects or similar professionals who may or may not be Owners.

Prior to the Turnover Date, the Board of Directors or the Developer may act in place of the ARC, and shall retain all rights and obligations granted or imposed upon the ARC hereunder. Prior to the Turnover Date, the Board of Directors or the Developer shall not be required to adopt Architectural Standards, but rather, shall have the authority to process applications in its reasonable discretion and in accordance the Developer's building plans, specifications, plan of development and aesthetic requirements.

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. The ARC may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural hardship, or aesthetic or environmental considerations require. 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, the issuance of any permit, or the terms of any financing shall not necessarily be considered a hardship warranting a variance.

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, including applicable building and design codes.

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 Master Association, the Board of Directors, the Developer 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, and compliance with building code or 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, the Developer, the Board of Directors, or the Master 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 the Master 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 By-Laws.

ARTICLE XIV

Use Restrictions

The Units, Common Area, Recreation Association Common Area and Neighborhood Association Common Area shall be used only for residential, recreational, and related purposes permitted by

applicable zoning ordinances. However, the Developer may utilize any portion of the Properties, including individual Lots and Units, for commercial purposes, including, without limitation, offices for any property managers retained by the Master Association, sales offices, model homes, or other commercial purposes desired by the Developer, to the extent permitted by applicable zoning ordinances. The Master Association, acting through its Board of Directors, shall have standing and the power to enforce use restrictions.

The Master 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, except the Developer. Notwithstanding anything to the contrary herein, the Developer shall be exempt from application of the provisions of this Article so long as it owns any portion of the Properties for development and/or resale. In addition, each Neighborhood or Recreation Association may establish restrictions governing the use of that portion of the Properties located within that Neighborhood or Recreation Association, which use restrictions may be more restrictive but not less restrictive than those set forth below.

Units shall be restricted to single family usage. "Single family" shall mean and refer to one natural person (as opposed to an artificial entity); or a group of two or more natural persons living together, each of whom is related to each of the others by blood, marriage, legal custody or adoption; or not more than two natural persons not so related, who reside together as a single housekeeping unit, along with their children, if any.

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 prior written consent of the ARC, except in connection with the sale or resale of Units by the Developer or 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 signs. The Developer shall have the right to erect signs as it deems appropriate in its sole discretion. The Board of Directors shall have the right to erect signs on the Common Area as the Board deems appropriate. Under no circumstances shall signs, flag, 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 prior written consent of the ARC, or unless they are installed by the Developer. The Developer may maintain sales offices and model homes for use in marketing communities other than the Properties. No sign shall be nailed or otherwise attached to trees.

Section 2. Parking and Prohibited Vehicles.

(a) Parking. Permissible vehicles shall be parked only in the garages or in the driveways or parking lots, 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 such further restrictions set forth in a Supplemental Declaration and/or Recreation Association or Neighborhood Association Documents.

(b) Vehicles. Operable and currently licensed passenger automobiles may be kept or parked in those areas permitted by (a) above or in areas specified in a Supplemental Declaration and/or Recreation Association or Neighborhood Association Documents. Vans, sport utility vehicles and pick-up trucks shall be considered to be passenger automobiles and may be parked on driveways or in Neighborhood parking lots if the vehicle is used for the primary purpose of transportation of passengers and their personal goods. If the vehicle is used primarily for the transportation of goods then it shall be considered a commercial vehicle. Law enforcement vehicles may be parked on driveways and in parking spaces if the driver is a law enforcement officer. All other vehicles (i.e. all motorized and non-motorized vehicles except operable automobiles) including, without limitation, the following: Inoperable vehicles,

vehicles in a state of disrepair, golf carts, recreational vehicles, all-terrain vehicles, ambulances, hearses, security company vehicles, watercraft, aircraft, house trailers, campers, camping trailers and other trailers, vehicles with commercial markings, racks or tools in the bed, and tractors shall be kept within an enclosed garage. Notwithstanding the foregoing, motorcycles and motorbikes are permitted subject to the following conditions. If a Neighborhood contains Units that have enclosed garages, then motorcycles and motorbikes must be parked in an enclosed garage when not in use. If a Neighborhood contains Units that do not have enclosed garages, then motorcycles and motorbikes may be parked in the parking lot in that Neighborhood. Use of a motorcycle or motorbike is limited to providing ingress/egress to a Parcel over roadways. All motorcycles and motorbikes shall be equipped with effective sound muffling devices. All permitted vehicles must observe posted speed limits or the Owners thereof shall be fined as permitted in the Bylaws. Bicycle racks are permitted on non-commercial vehicles.

(c) Delivery, Construction and Service Vehicles. Any vehicle which is parked in violation of the Governing Documents, a Supplemental Declaration, Recreation Association Documents or Neighborhood Association Documents may be towed in accordance with Florida law and for each violation (each day being considered a new violation) the Owner of the Unit may be fined in accordance with the By-Laws. Service, construction and delivery vehicles may be parked in the driveway of a Unit or on the Recreation Association Common Area during daylight hours for such period of time as is reasonably necessary to provide service or make a delivery to a Unit, Neighborhood Association or Recreation Association. Construction vehicles performing work for a Neighborhood Association may be parked overnight in the Recreation Association Common Area or Neighborhood Association Common Area with the prior written consent of the applicable Recreation Association or the Neighborhood Association in the event that denying such consent will cause undue delay or costs to the Neighborhood Association. Construction vehicles performing work for an Owner may be parked overnight in the driveway of a Unit, the Recreation Association Common Area or the Neighborhood Association Common Area with the prior written consent of the applicable Recreation Association or Neighborhood Association in the event that denying such consent will cause undue delay or costs to the Owner, but such consent may be denied in the Recreation Association's or Neighborhood Association's sole discretion. A Recreation Association or Neighborhood Association, in its sole discretion, may permit construction vehicles performing work for the Recreation Association or Neighborhood Association to be parked overnight in the Recreation Association Common Area or Neighborhood Association Common Area. The Master Association, in its sole discretion, may permit construction vehicles performing work for the Master Association to be parked overnight in any Common Area, Recreation Association Common Area, or Neighborhood Association Common Area.

(d) This Section 2 shall not apply to any commercial vehicles providing service, construction or making deliveries to or on behalf of the Master Association or the Developer or a Merchant Builder or any of their designees, contractors, subcontractors and agents.

Section 3. Occupants Bound. All provisions of the Governing Documents which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants, whether tenants, guests and invitees of any Unit. Every Owner shall cause all occupants of his or her Unit to comply with the Governing Documents and shall be responsible for all violations of the Governing Documents and damage to the Common Area caused by such occupants, notwithstanding the fact that such occupants of a Unit are fully liable and may also be sanctioned for any violation of the Governing Documents.

Section 4. Animals and Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any portion of the Properties, except 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. No pit bulls, "wolf hybrids" or other dogs prone to or exhibiting aggressive behavior may be

kept. Pets which are permitted to roam freely, or, in the sole discretion of the Master 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 in accordance with the By-Laws 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. Household pets shall at all times whenever they are outside the Owner's Unit be confined on a leash or, in the case of a detached Unit, confined to a Lot by means of an "invisible fence". In the case of a detached Unit, no pet may be kept outside of a dwelling but within an "invisible fence" while the Owner is at work or the dwelling is otherwise unoccupied. Owners shall be responsible for removing their pet's waste from the Common Area of the Master Association, Recreation Associations, Neighborhood Associations and their Lots.

Section 5. Nuisances. 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 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 obnoxious 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, except for activities that the County permits Developer to undertake.

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. Antennas and satellite dishes are prohibited, except that (a) antennas or satellite dishes designed to receive direct broadcast satellite service which are one meter or less in diameter (b) antennas or satellite dishes designed to receive video programming services via multi-point distribution services which are one meter or less in diameter; or (c) antennas or satellite dishes designed to receive television broadcast signals ("Reception Devices") shall be permitted to be installed, subject to such reasonable requirements as to location and screening as may be set forth in any Architectural Standards or Supplemental, Recreation Association Declarations or Neighborhood Association Declarations, consistent with the requirements of Federal law. Developer and its affiliates, and/or the Master 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.

Section 8. Garbage Cans, Tanks, Etc. All garbage cans, air conditioning compressors, pool heaters, 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 air conditioning compressors, pool heaters, mechanical equipment, garbage can storage structures and other such items shall be subject to the approvals set forth

in Article XIII of this Declaration. Units that have curbside service shall be required to place trash cans curbside no earlier than the evening prior to pick-up and trash cans shall be returned to their permitted location no later than the evening after pick-up. Clotheslines are prohibited.

Section 9. Alteration of Unit Boundaries and Timesharing. No Unit's boundary lines may be changed except with the prior written approval of the Board of Directors of the Master Association and such other approvals required by this Declaration or law. No Unit shall be made subject to any type of time share 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. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size.

Section 11. Pools. No above-ground pools shall be erected, constructed or installed on any Lot. In the event that detached Units are constructed, in-ground pools and above-ground spas will be permitted subject to prior written approval from the ARC.

Section 12. Tents, Trailers and Temporary Structures. No tent, utility shed, trailer or other structure of a temporary nature shall be placed upon any Lot. The Master Association and the Developer shall be permitted to install tents, trailers and temporary structures in their discretion for construction and sales purposes.

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 Developer or the Master Association, may obstruct or rechannel the drainage flows after the initial installation of drainage swales, storm sewers, or storm drains. The Developer hereby reserves for itself and the Master Association a perpetual easement across the Properties for the purpose of altering drainage and water flow, as may be permitted by the South Florida Water Management District and Army Corps of Engineers.

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. 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 or if required by law.

Section 16. Air Conditioning Units. No window air conditioning units may be installed in any Unit.

Section 17. Lighting Except for seasonal or other holiday decorative lights, all exterior lights must be approved in accordance with Article XIII of this Declaration.

Section 18. Exterior Decorations, and Similar Items. Exterior decorations, including without limitation, sculptures, fountains, flags (other than a portable, removable American flag or official flag of the State of Florida displayed in a respectful manner, or on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day, a portable, removable official US Army, Navy, Air Force, Marine Corps or Coast Guard flag not larger than 4.5' x 6'), and similar items must be approved in accordance with Article XIII of this Declaration.

Section 19. Energy Conservation Equipment. Nothing in this Declaration shall be deemed to prohibit the installation of energy devices based on renewable resources (e.g., solar collector panels); provided, however, that they shall be installed only in accordance with the reasonable standards adopted from time to time by the ARC. Such standards shall comply with Section 163.04, Florida Statutes and shall be reasonably calculated to maintain the aesthetic integrity of the Properties without making the cost of the aforesaid devices prohibitively expensive. All energy conservation equipment must be approved in accordance with Article XIII of this Declaration.

Section 20. Wetlands, Lakes, Water Bodies, Conservation or Reserve Tracts and Conservation Easements. 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, to the extent permitted by law, 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.

Use of these areas shall be in accordance with all applicable permit restrictions. The Master 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.

Section 21. Fences, Landscaping or Structures. Fences are permitted to be installed on a Parcel that contains a Living Unit that is not a condominium unit with approval from the Architectural Review Committee. In no event may a fence be placed in the area between the front of a Living Unit and the road at the front of the Parcel upon which the Living Unit is situated. All approved fences on the rear of a Parcel shall be required to have a gate to permit access for maintenance purposes to the portion of the Parcel not enclosed within the fence. The Owner shall be obligated to maintain the fence, including, but not limited to, trimming any grass, ivy or other plants from the fence. The Architectural Reviewer may condition approval of a fence upon the Owner's agreement to install landscaping that is also approved by the Architectural Reviewer. In addition, the installation of any fence placed upon any Parcel is subject to easements which run with the land. In the event the grantee of any such easement which encumbers a Parcel (i.e., a utility company) and its successors and/or assigns requires the removal of any fence upon the Parcel, then the Owner of said Parcel shall, at the Owner's sole cost and expense, immediately remove the fence. No fence shall be permitted in any "lake maintenance easement" that is referenced on the Plat. All fences shall be installed and maintained in compliance with all applicable laws, zoning ordinances and regulations. An Owner shall be obligated to construct a fence in a manner that permits sections of it to be temporarily removed if necessary to permit an adjacent Owner, the Developer, Master Association or Neighborhood Associations to construct improvements on the Parcel or the adjacent Parcel and to fulfill any obligation imposed pursuant to this Declaration. Shrubs and trees (other than that originally installed or approved by the Developer), structures or other improvements (regardless of whether or not same are permanently attached to the land or to other improvements) shall not be placed in the rear yard of a Lot or in any Neighborhood Association Common Area or Recreation Association Common Area that is adjacent to a lake unless required by governmental authorities.

Section 22. Business Use. 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 involves only telephone calls and correspondence to and from the Unit and 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.

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 in accordance with this Declaration shall not be considered a trade or business within the meaning of this section. This Section shall not apply to any activity conducted by the Developer with respect to its development, marketing and sale of the Properties or any other communities being marketed by the Developer, or its use of any Units which it owns within the Properties.

Section 23. On-Site Fuel Storage. No on-site storage of gasoline or other fuels shall be permitted in or on any Unit except that fuel may be stored in or on any Unit for emergency purposes and for the operation of gas powered tools or equipment in such amounts as may be permitted by the local Fire Marshall, and in the case of a detached Unit, underground propane tanks for operation of appliances, pool and/or spa heaters shall be permitted subject to review and approval by the ARC. This Section shall not apply to the Developer or its designee who may, but shall not be required to, provide an underground gas distribution system to service Units. This restriction is designed to reduce environmental risks associated with fuel storage and to minimize the hazards associated with on-site fuel storage. Hazardous materials shall only be stored on Lots if they are permitted by governmental regulations, are reasonably necessary to the maintenance of the Lot, and are household products.

Section 24. 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 Owner for which the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or perquisite.

(b) Leasing Provisions.

(i) General. Units may be rented only in their entirety; no fraction or portion may be rented. Leases shall be for a term of not less than thirty (30) days and no Unit may be rented more than four (4) times in any one calendar year. Owners who delegate their use rights and membership privileges with respect to the Common Area to a tenant shall relinquish their use rights, in the same manner as described in Article III. A Supplemental Declaration, Recreation Association Documents and Neighborhood Association Documents may further limit an Owner’s ability to lease his or her Unit and provide for a minimum leasing term and maximum frequency on leasing that are more restrictive than set forth herein. The Owner must make available to the lessee copies of the Governing Documents. This Section shall not apply to leasing by the Developer.

(ii) Compliance with Governing Documents and Recreation Association/Neighborhood Association Documents. Every Owner shall be responsible if the occupants of his or her Unit fail to comply with the Governing Documents, Recreation Association Documents and Neighborhood Association Documents adopted pursuant thereto, notwithstanding the fact that such occupants of a Unit

are fully liable and may be sanctioned for any violation of the Governing Documents, Recreation Association Documents and Neighborhood Association Documents.

Section 25. Play Equipment. In the case of detached Units, all play equipment and similar items shall be stored so as not to be visible from streets or property adjacent to the Unit unless the Developer or the ARC permits same to be permanently or semi-permanently affixed to the Lot. Play equipment, by way of example and not limitation, such as basketball hoops and swing sets 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, unless the Developer or the ARC permits same to be permanently or semi-permanently affixed to the Lot.

Section 26. Window Coverings. All windows on any structure which are visible from the street or dwellings on other Units shall have window coverings which have a white or off-white backing, or shall blend with 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 27. Roadways, Sidewalks, Driveways. All utilities within The Ranch at Orange Blossom shall be installed underground unless otherwise required by law. Except for installations made by the Developer, 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 28. Hurricane Shutter Specifications. The Board of Directors shall have the authority to adopt hurricane shutter specifications, which may include color, style, time periods in which shutters may be kept closed, and other factors deemed relevant by the Board of Directors. Laminated glass and window film architecturally designed to function as hurricane protection which complies with the applicable building code, may be used in place of hurricane shutters. The Board of Director's hurricane shutter specifications shall apply to all Units, except that the board of directors of a Recreation Association or Neighborhood Association may enact hurricane shutter specifications that are more restrictive than those adopted by the Board of Directors.

ARTICLE XV

Acquisition of Common Area

Section 1. Construction of Common Area. The Developer will initially construct, furnish and equip at its sole cost and expense the Common Area, provided however, the Developer in its sole discretion may lease some or all of the furniture, fixtures and equipment required for the operation and/or maintenance of the Common Area, whether in its own name or in the name of the Master Association. The Common Area shall not be mortgaged or conveyed without approval of 2/3 of all Owners, but approval of the Owners shall not be required for a conveyance of Common Area from the Developer or a third party to the Master Association.

Section 2. Transfer of Common Area. The Developer agrees to convey, transfer, assign and deliver to the Master Association on or before the Turnover Date its interest in the Common Area, as the same exists on the date of conveyance. The conveyance of the Common Area shall be by Quit Claim Deed subject to this Declaration, zoning and other regulations imposed by governmental authorities, taxes for the year of the transfer and all subsequent years and any and all encumbrances, easements,

dedications, agreements, licenses, restrictions, rights of way and other matters now or hereafter affecting title, except that the Common Area shall be conveyed free and clear of Mortgages or construction liens. The Master Association may be the lessee of certain personal property in the Common Area, and/or the Developer, as lessee under such leases, may assign to the Master Association its interest therein. Any of such leases or installment sales, or secured interests granted with respect to such personal property shall not be considered a mortgage or lien. The Developer shall not provide the Master Association any survey or title insurance or abstract prior to conveyance of the Common Area. The Developer shall not be required to formally tender the Quit Claim Deed to the Master Association prior to its recordation. No title insurance, title opinion or survey shall be provided to the Master Association by Developer. The Master Association shall pay all costs of closing the conveyance, including without limitation, documentary stamp tax and recording costs.

Section 3. Operation of Common Area. Prior to the conveyance of all of the Common Area to the Master Association as provided above, the Master Association shall operate, maintain, insure, repair and replace the Common Area, such operation maintenance, insurance, repair and replacement to be funded as provided in this Declaration.

ARTICLE XVI

Central Cable, Telecommunications, Intranet, Internet and Security Issues

Section 1. Bulk Rate Agreement. The Master Association may, but shall not be obligated to, enter into a bulk rate cable television, telecommunications, intranet, internet and/or electronic monitoring services agreement or agreements (referred to herein individually or collectively as a "Bulk Agreement") for all or a portion of the Properties. If a Bulk Agreement is entered into, all Property subject to the Bulk Agreement shall be charged for basic cable, intranet, internet, electronic monitoring and other related telecommunication services, regardless of whether such services are desired. The fee for services under the Bulk Agreement shall be billed as part of a Master Association User Assessment. It is anticipated that if a Bulk Agreement for cable television and telecommunications is entered into by the Master Association, tier channels, remotes, pay channels and certain telecommunication services offered by the provider but that are not part of the "bulk services" provided to all Owners will be available on an individual optional subscriber basis.

Section 2. Ownership and Use. Developer reserves and retains to itself, its affiliates, subsidiaries, and their successors and assigns:

(a) The title to any Community Systems, together with a perpetual easement for the placement and location thereof, with the right to convey, transfer, sell or assign all of any portion of the Community Systems located within the Properties, or all of any portion of the rights, duties or obligations with respect thereto to the Master Association or any other Person;

(b) A perpetual easement for ingress and egress to service, maintain, install, repair and replace the aforesaid apparatus and equipment;

(c) Subject to applicable law, the right to connect the Properties to such receiving sources as the Developer may in its sole discretion deem appropriate, including, without limitation, companies licensed to provide such service in Collier County, Florida; and

(d) Subject to applicable law, the right to empower a licensee or franchisee to provide cable

communication, intranet, internet, security and/or electronic monitoring services within the Property, to cause the Master Association to enter into a Bulk Agreement with such licensee or franchisee, and to collect from such licensee or franchisee, fees in connection with use of the Community Systems. Any Bulk Agreement shall be available for inspection upon reasonable request by an Owner. The Master Association recognizes that such Bulk Agreement benefits the Properties and the Owners and that beneficial rates, service and other terms and conditions may be obtained through the execution of such Bulk Agreement, and that notwithstanding any future statutory provisions that may be created under Florida law allowing cancellation of such Bulk Agreement, that the Master Association will not unreasonably cancel such Bulk Agreement.

Section 3 Disclaimer Regarding Security. DEVELOPER, THE MASTER ASSOCIATION, THEIR SUCCESSORS OR ASSIGNS OR LICENSEES OR FRANCHISEES, MAY, BUT SHALL NOT BE OBLIGATED TO, MAINTAIN OR SUPPORT CERTAIN ACTIVITIES WITHIN THE PROPERTIES DESIGNED TO ATTEMPT TO MAKE THE PROPERTIES SAFER THAN THEY OTHERWISE MIGHT BE. NEITHER THE MASTER ASSOCIATION NOR DEVELOPER, SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTIES, HOWEVER, AND NEITHER THE MASTER ASSOCIATION NOR THE DEVELOPER, SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS AND OCCUPANTS OF ANY LOT, TENANTS, GUESTS AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE MASTER ASSOCIATION, ITS BOARD OF DIRECTORS, OFFICERS AND AGENTS AND DEVELOPER, DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION SYSTEM, OR OTHER SECURITY SYSTEM DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY THE DEVELOPER OR THE MASTER ASSOCIATION MAY NOT BE COMPROMISED OR CIRCUMVENTED, THAT ANY FIRE PROTECTION OR OTHER SECURITY SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP, OR OTHERWISE, NOR THAT FIRE PROTECTION OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER AND OCCUPANT OF ANY UNIT, AND EACH TENANT, GUEST AND INVITEE OF AN OWNER, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE MASTER ASSOCIATION, ITS BOARD OF DIRECTORS, OFFICERS, AGENTS, OR DEVELOPER, ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY LOT AND EACH TENANT, GUEST AND INVITEE OF ANY OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO LOTS, UNITS AND TO THE CONTENTS OF UNITS AND FURTHER ACKNOWLEDGES THAT THE MASTER ASSOCIATION, ITS BOARD OF DIRECTORS, OFFICERS, AGENTS, AND DEVELOPER, HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER, 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 OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTIES.

ARTICLE XVII

General Provisions/Amendments.

Section 1. Duration of Covenants. The covenants, conditions and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and be enforceable by the

Master Association, the South Florida Water Management District, the Developer and any Owner, their respective legal representatives, heirs, successors and assigns, for an initial period to expire on the thirtieth (30th) anniversary of the date of recordation of the Declaration (as amended to that date by the Developer or the membership as provided elsewhere herein). Upon the expiration of the initial period, this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited, with this Declaration being renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration if during the last year of the initial period, or during the last year of any subsequent ten (10) year renewal period, ninety percent (90%) of the entire membership, at a duly held meeting of members of the Master Association, vote in favor of terminating this Declaration at the end of its then current term. It shall be required that written notice of any meeting at which such proposal will be considered, shall be given at least forty-five (45) days in advance of said meeting. If the members vote to terminate this Declaration, the President and Secretary of the Master Association shall execute a certificate which shall set forth the resolution of termination so adopted, the date of the meeting of the Master Association, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution. Said certificate shall be recorded in the Public Records, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration. However, nothing in this Declaration shall be construed to permit termination of any easement or dedication created in this Declaration without the consent of the holder of such easement or dedication. In the event of termination, dissolution or final liquidation of the Master Association, the responsibility for the operation and maintenance of the Properties, including any property or easements and related improvements that are dedicated to a Recreation Association or Neighborhood Association by plat, shall be transferred to and accepted by an entity that is acceptable to any applicable governmental authorities, prior to such termination, dissolution or liquidation.

Section 2. Proposal. Amendments to this Declaration may be proposed at any time by the Board of Directors or by written petition signed by Neighborhood Voting Representatives representing at least one-fourth (1/4) of the Class "A" Members.. If by petition, the proposed amendments must be submitted to a vote of the members not later than the next annual meeting.

Section 3. Vote Required. Except as otherwise provided by law, or by specific provision of the Governing Documents, this Declaration may be amended if the proposed amendment is approved by the Neighborhood Voting Representatives representing at least 2/3 of the Class "A" Members, and the Class "B" Member, and, after the Turnover Date, by at least 2/3 of the Class "A" Members at any annual or special meeting, provided that the text of each proposed amendment has been given to the Owners with notice of the meeting. Any amendment to any of the provisions governing the following shall also require approval of fifty-one percent (51%) of the eligible mortgage holders (as defined in Article XVIII, Section 1 herein) holding mortgages on Units in the Properties: hazard or fidelity insurance requirements; restoration or repair of any Common Area or Exclusive Common Area (after damage or partial condemnation) in a manner other than that specified in this Declaration; and any provisions that expressly benefit mortgage holders, insurers or guarantors. No amendment shall: increase the proportion or percentage by which any Parcel shares assessments; or materially, adversely alter the proportionate voting interest appurtenant to a Parcel; or convert a Unit into Common Area or Exclusive Common Area; or redefine a Unit's boundaries, unless the Master Association obtains the prior written consent and joinder, in recordable form, of all Owners and all holders of a lien against a Parcel.

Section 4. Certificate; Recording. A copy of each amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall identify the Book and Page of the Public Records where the Declaration is recorded, and shall be executed by the President or Vice President of the Master Association with the formalities of a deed. The amendment shall be effective when the certificate is recorded in the Public Records.

Section 5. Limitations on Amendments. Prior to the Turnover Date, no amendment adopted by the Owners shall be effective without the prior written consent and joinder of Developer, which consent may be denied in Developer's sole discretion. In addition, both prior to and subsequent to the Turnover Date, no amendment to the Governing Documents, or action taken or proposed to be taken by the Board of Directors shall be effective which alters the rights and privileges of Developer, a Mortgagee, or the South Florida Water Management District, unless such party shall first provide its written consent and joinder. Without limiting the generality of the foregoing, no amendment to the Governing Documents or action taken or proposed to be taken by the Board of Directors shall prevent the Developer from: doing on any property owned by it (or on the Common Area prior to the Turnover Date) whatever it determines to be necessary or desirable in connection with the development, marketing, sales and construction of improvements; altering its existing development scheme (it being understood that all models and sketches showing plans for future development may be modified by the Developer from time to time, without notice); nor shall any action taken or proposed to be taken by the Board of Directors: decrease the level of maintenance services of the Master Association performed by the Board of Directors immediately prior to the Turnover Date. It is expressly understood that the foregoing list is not to be deemed exhaustive. Any amendment proposed to the Governing Documents which would affect the Water Management System, and any other conservation areas shall be submitted to the South Florida Water Management District for a determination of whether the amendment necessitates a modification of the South Florida Water Management District permit. If a modification is necessary, the District will so advise the permittee. Annexation of additional real property and subjecting same to this Declaration, dedication of Common Area to the Master Association and amendments to this Declaration requires approval from HUD/VA as long as there is a Class "B" membership.

Section 6. Developer Amendment of Documents. In addition to any other right of amendment or modification provided for in this Declaration, the Developer, or any entity which succeeds to its position as the Developer of the Properties, may, in its sole discretion, by an instrument filed of record prior to the Turnover Date, unilaterally modify, enlarge, amend, waive or add to the provisions of this Declaration or any of its recorded exhibits. Subsequent to the Turnover Date, the Developer may amend this Declaration in order to submit any additional real property within that specified in Exhibit "A" that was not previously subjected to the terms of this Declaration. Any amendment made pursuant to this paragraph may be made without notice to the members or to any other entity.

Section 7. Easements for Utilities, Etc. There is hereby reserved unto the Developer, so long as the Developer owns any portion of the Properties, for itself and the Master Association, and the designees of each (which may include, without limitation, the County), 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 animal 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. The Developer specifically reserves the right to draw water from the lakes and the Master Association shall, to the extent permits are available, recharge the lakes. The Developer's use of water shall be without payment to the Master Association. The appropriate water and sewer authority, electric utility company, telephone company, the Developer and its affiliates, 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, electronic monitoring, master antenna and security systems, if any. This Section shall not limit the use of the utility easements described on the plats of the Properties. Developer hereby reserves the right and the power, so long as Developer owns any real property within the land described in Exhibit "A" to declare, grant and record additional easements for drainage facilities, sanitary sewer lines, potable and irrigation

water lines, storm sewers, gas and electric lines, communication lines, cable television lines and such other service facilities as Developer may deem necessary. Said easements and the rights granted shall not be inconsistent with the then existing improvements on the applicable portions of the Lots, Common Areas, Exclusive Common Areas and the Common Areas or Common Elements of any Recreation Association or Neighborhood Association. Each Lot and Unit is subject to a permanent easement in favor of adjoining or adjacent Lots and Units for lateral and subjacent support. Notwithstanding anything to the contrary contained in this Section, no utilities may be installed or relocated on the Properties, except as may be approved by the holder of any utility easement, or as otherwise authorized by any dedication or reservation referenced on any plat of the Properties, this Declaration or by recorded instrument.

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

Section 8. 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 Properties.

Section 9. Easement for Drainage. Each Lot is burdened with an easement for flow and drainage of water across and over the Lot. No Owner or Neighborhood Association 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 Lot or the Recreation Association Common Area or Neighborhood Association Common Area.

Section 10. Conservation Easements. Developer as a part of permit approval, may provide a conservation easement to the Master Association and/or the County or other state or county agency over specified parts of the properties which easement shall restrict and control human activities within such areas for the protection of wildlife and valuable habitat.

Section 11. Severability. Invalidation shall in no way affect any other provisions, which shall remain in full force and effect.

Section 12. Use of the Term "The Ranch at Orange Blossom" or Logo. No Person shall use the term "The Ranch at Orange Blossom", any derivative thereof or "The Ranch at Orange Blossom" logo in any printed or promotional material without the prior written consent of the Developer. However, Members may use the term "The Ranch at Orange Blossom" in printed or promotional matter where such term is used solely to specify that their particular Unit is located within The Ranch at Orange Blossom. The Master Association shall be entitled to use the term "The Ranch at Orange Blossom" in its name and the logo or as may otherwise be provided in a separate license agreement with the Developer.

Section 13. 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 twenty (20) 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 assessments 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 assessments, notwithstanding the transfer of title to the Unit. The Owner of a Unit shall be responsible for providing copies of the Governing Documents to the transferee.

Section 14. Conflict Between this Declaration and Recreation/Neighborhood Association Documents. In the event of any conflict between the terms of Governing Documents and any Recreation Association Documents or Neighborhood Association Documents, the Governing Documents shall control.

Section 15. Merchant Builders. The Properties are a planned community being developed by the Developer. The individual buildings constructed within the Properties may be constructed by the Developer, or a Merchant Builder, although the Developer does not presently anticipate creating a program of Merchant Builders. If a building is constructed by a Merchant Builder, the Developer shall have no liability whatsoever for such builder's activities, whether direct or indirect, including, without limitation, marketing or construction of the building or actions of any principal, officer, trustee, partner, agent or subcontractor.

Section 16. Construction. The provisions of this Declaration shall be liberally interpreted and construed to provide maximum flexibility consistent with Developer's general plan for development of the Properties and the purposes set forth herein.

EACH OWNER ACKNOWLEDGES THAT NEITHER DEVELOPER, ANY MERCHANT BUILDER, ANY RECREATION ASSOCIATION OR NEIGHBORHOOD ASSOCIATION, THE ARC, NOR ANY PERSON ACTING ON BEHALF OF ANY OF THE FOREGOING, HAS MADE OR IS AUTHORIZED TO MAKE, ANY REPRESENTATION OR COMMITMENT THAT ANY VIEW OR LINE OF SIGHT SHALL BE PRESERVED, PROTECTED OR REMAIN UNOBSTRUCTED, AND THERE ARE NO EXPRESS OR IMPLIED EASEMENTS FOR VIEW PURPOSES APPURTENANT TO ANY UNIT.

ARTICLE XVIII

Mortgage 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 By-Laws notwithstanding any other provisions contained therein.

Section 1. Notice of Action. A first Mortgagee who provides written request to the Master Association (such request to state the name and address of such holder, insurer, or guarantor and the Unit number, therefore becoming an "Eligible Mortgage 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 Mortgage Holder; (b) any delinquency in the payment of Assessments or charges owed by an Owner of a Unit subject to the Mortgage of such Eligible Mortgage 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 Master Association of any default in the performance by an Owner of a Unit of any obligation under the Governing Documents which is not cured within sixty (60) days; (c) any lapse, cancellation, or material modification of any insurance policy maintained by the Master Association; or (d) any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders.

Section 2. Notice to Master Association. Upon request, each Owner shall be obligated to furnish to the Master Association the name and address of the holder of any Mortgage encumbering such Owner's Unit.

Section 3. 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 Master Association does not receive a written response from the Mortgagee within thirty (30) days of the date of mailing of the Master Association's request. Provided, however, that no Mortgagee shall be required to collect any delinquent Assessments charged against a particular Lot or Unit.

ARTICLE XIX

Irrigation System

The Master Association and its successors or assigns shall have the right to install and operate one or more irrigation distribution systems which will provide irrigation to all or portions of the Properties.

Section 1. Installation. The Master Association shall have the right, but not the obligation, to install and operate an underground irrigation distribution system, which will provide landscape irrigation to the Properties. The Master Association shall be responsible for providing irrigation water for The Ranch at Orange Blossom. Irrigation systems shall be installed and maintained in accordance with Community Wide Standards. Recreation Associations and Neighborhood Associations may be required to maintain the underground sprinkler system in a Neighborhood as part of their landscape maintenance obligations, if any, and assess the costs of such maintenance and irrigation. The Master Association may, at any time in the future, terminate irrigation maintenance or irrigation service without liability to any Owner.

Section 2. Maintenance of Irrigation System. A blanket easement is granted to the Master Association over the Properties for the purpose of ingress and egress and designing, studying, mapping, engineering, constructing, maintaining, operating and servicing any irrigation system installed by or on behalf of the Master Association, provided the exercise of this easement shall not unreasonably interfere with landscaping and improvements on the Property.

Section 3. Irrigation Service. If the Master Association provides irrigation service to Parcels, Common Areas, Exclusive Common Areas, Recreation Association Common Area, Neighborhood Association Common Area, the Master Association, in its sole discretion, shall develop an irrigation schedule for Parcels, Common Areas, Exclusive Common Areas, Recreation Association Common Area and Neighborhood Association Common Area, and shall be the sole determinants of the timing and frequency of irrigation, and any policies or restrictions adopted shall be enforceable against all Owners. Use of irrigation is subject to South Florida Water Management District water use guidelines. The Master Association may establish rates or other methods by which they charge the Owners and/or the Recreation Association and/or Neighborhood Associations for irrigation. Charges levied by the Master Association shall be calculated by the Master Association to cover all operations, maintenance and capital replacement costs of the irrigation system. The Master Association reserves the right to charge separately for irrigation, but it is anticipated that irrigation charges will be included in the Master Association Base Assessment. The Master Association shall not be liable to the Owner for any interruption in irrigation service, the quality of irrigation water, the source of irrigation water or any damage to the landscaping or sod on Parcels, Common Areas, Exclusive Common Areas, or Neighborhood Association Common Area caused by providing or not providing irrigation service. The Master Association shall have the authority to impose watering restrictions as are imposed on it by governmental authorities or as they adopt in their sole discretion. The Master Association is not obligated to provide, nor does it warrant availability of any

set level of water pressure. Owners and the Master Association shall indemnify, defend and hold harmless the Master Association and its directors, officers, employees and agents against and in respect of, and reimburse the same on demand for any and all claims, demands, losses, costs, expenses, settlement, obligations, liabilities, damages, recourse and deficiencies including, but not limited to, interest, penalties, attorneys' fees and disbursements (even if incident to appeal) that the Master Association, its directors, officers, employees and agents incur or suffer which arise, result from or relate to any claim made by any party based on the installation, operation and maintenance of the irrigation system and the provision of irrigation service to Parcels, Common Areas, Exclusive Common Areas, and Recreation Association Common Area or Neighborhood Association Common Area, including, without limitation, property damage, personal injury or claims for inconvenience.

Section 4. Source of Water. All Owners, Recreation Associations and Neighborhood Associations acknowledge that irrigation water provided by the Master Association, if any, will not be potable water, but will be re-use water, surface water, well water, or water withdrawn from lakes on or adjacent to the Property, which surface or lake water may be recharged from underground wells. The party owning such source of irrigation water may charge the Master Association for the provision of such water.

Section 5. Owner's Obligation. In the event that the Master Association installs and/or operates an underground irrigation distribution system, Owners are not obligated to use such irrigation water but may use potable water. However, Owners are not permitted to use lakes, ponds, canals, streams or wells for landscape irrigation.

ARTICLE XX

Enforcement of Governing Documents

Every Owner and the Owner's family members, tenants, guests and invitees shall at all times comply with all the covenants, conditions and restrictions of the Governing Documents. An Owner shall be liable for the actions of his family members, tenants, guests and invitees. All violations of the Governing Documents shall be reported immediately to the Master Association. Before undertaking any remedial, disciplinary or enforcement action against a person alleged to be in violation, the Master Association shall give the alleged violator reasonable written notice, of the alleged violation, and except in the case of an emergency, the violator shall be given an opportunity to come into compliance. Disagreements concerning violations, including, without limitation, disagreements regarding the proper interpretation and effect of the Governing Documents, shall be presented to and determined by the Board of Directors of the Master Association, whose interpretation of the Governing Documents and/or whose remedial action shall control. If any person, firm or entity subject to the Governing Documents fails to abide by them, as they are interpreted by the Board of Directors, the Master Association and the Owners shall have the ability to take any action to compel compliance as set forth below.

Section 1. Legal Action. Judicial enforcement of the covenants and restrictions shall be by any proceeding at law or in equity, or both against any person or persons violating or attempting to violate any covenant or restriction, to restrain violation and/or to recover damages, or against the Unit to enforce any lien created by these covenants; and failure by the Master Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If such action is instituted by the Master Association or by an Owner, the prevailing party shall, in addition to obtaining injunctive relief and/or damages, be entitled to recover its costs and attorney's fees incurred in enforcing the Governing Documents, including those on appeal. Pursuant to Section 720.311 of the Act, at any time after the filing of a complaint in a court of competent jurisdiction, relating to a dispute under the

Act, the court may order that the parties enter mediation or arbitration procedures. Certain disputes must be submitted to dispute resolution procedures conducted by the Division of Florida Land Sales, Condominiums and Mobile Homes ("Division") as more particularly set forth in Section 720.311 of the Act.

Section 2. Entry by Master Association. Violation of any conditions or restrictions, or breach of any covenant, herein contained or in any of the Governing Documents, shall also give the Developer, its successors and assigns, and/or the Master Association and its authorized agents or representatives, in addition to all other remedies, the right to enter upon the Lot where such violation or breach exists and in the event of an emergency, summarily abate and remove, at the expense of the Owner, any construction or other violation that may be or exist thereon. The Developer, its successors and assigns and/or the Master Association and its authorized agents shall not thereby become liable in any manner for trespass, abatement or removal.

Section 3. Fines. The Board, with the approval of a committee of Owners as required by Section 720.305 of the Act, may impose a fine or fines against an Owner for failure of the Owner, his family, Guests, invitees, tenants, or agents of any of the foregoing, to comply with any covenant, restriction, rule, or regulation contained herein or promulgated pursuant to the Governing Documents, according to the procedures set forth in the Bylaws.

Section 4. Consensus for Master Association Litigation. Except as provided in this Section, subsequent to the Turnover Date, the Master Association shall not commence a judicial proceeding without the approval of at least 75% of the Neighborhood Voting Representatives. This Section shall not apply, however, to: (a) actions brought by the Master Association to enforce the Governing Documents (including, without limitation, the collections of Assessments and foreclosure of liens); (b) proceedings involving challenges to ad valorem taxation; (c) actions brought by the Master Association against any vendor, invitee, Owner, tenant or guest relating to personal injury, property damage or a contractual dispute not involving the interpretation or enforcement of this Declaration; and (d) counterclaims brought by the Master Association in proceedings instituted against it. This Section shall not be amended unless such amendment is approved by the percentage of votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 5. Alternative Method for Resolving Disputes with the Developer. In any dispute ("Claim") between any of the following parties: the Master Association, a Recreation Association or a Neighborhood Association, or any Owner, tenant, guest or invitee against the Developer or its directors, officers, agents and employees, or against any directors or officers of the Master Association appointed prior to the Turnover Date, mediation and then mandatory, binding arbitration shall apply. The procedures set forth in subsections (a) through (e) below shall apply, except in the case of a Claim alleging a construction defect brought against the Developer by the Master Association, a Recreation Association, or a Neighborhood Association, that is governed by Chapter 558, Florida Statutes, in which case the procedures set forth in subsections(a) through (e) shall be modified as described in subsection (g):

(a) Any party having a Claim ("Claimant") against another party ("Respondent") shall notify the Respondent in writing ("Notice"), stating plainly and concisely:

- (i) the nature of the Claim, including the persons involved and the Respondent's role in the claim;
- (ii) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises);
- (iii) Claimant's proposed remedy;

(iv) that Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim.

(b) The parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim. If the parties do not resolve the Claim within 30 days of the date of the Notice (or within such other period as may be agreed to by the parties), Claimant shall have 10 days in which to submit the Claim to mediation under the auspices of a mediator certified by the 20th Judicial Circuit. If Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to any person other than the Claimant. Any settlement of the Claim through mediation shall be documented in writing by the mediator and signed by the parties. If the parties do not settle the Claim within 30 days after submission of the matter to mediation, or within such time period as determined by the mediator, the mediator shall issue a notice of an impasse and the date the mediation was terminated.

(c) If the mediation results in an impasse, then either party shall have 10 additional days in which to submit the Claim to final and binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association ("AAA"), in the case of a construction defect claim and the Federal Arbitration Act (Title 9 of the United States Code). If not timely submitted to arbitration or if the Claimant does not appear for the arbitration hearing, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to any person other than the Claimant. This subsection (c) is an agreement to arbitrate and is specifically enforceable under Chapter 682, Florida Statutes. The arbitration award shall be final and binding, and judgment may be entered upon it in any court of competent jurisdiction to the fullest extent permitted under the laws of the State of Florida.

(d) In any dispute under this Section 5, the parties shall share the fees and costs associated with mediation. In the case of arbitration, the prevailing party shall be entitled to judgment for its reasonable attorney's fees and costs incurred.

(e) If the parties agree to a resolution of any Claim through negotiation, mediation or arbitration under this Section 5, and any party thereafter fails to abide by the terms of such agreement, or if any party fails to comply with an arbitrator's final order, then any other party may file suit in a court of competent jurisdiction to enforce such agreement or final order without the need to again comply with the procedures set forth above. In such event, the party taking action to enforce the agreement or final order shall be entitled to recover from the non-complying party (or if more than one non-complying party, jointly and severally), all costs incurred in enforcing such agreement or final order, including, without limitation, reasonable attorney's fees and costs.

(f) This Section 5 shall not apply to a dispute between an Owner and the Developer or a Merchant Builder concerning the purchase and sale and construction of a Lot or Unit. Those disputes shall be governed by the provisions of any purchase and sale agreement or construction agreement.

(g) In the case of a Claim alleging a construction defect brought against the Developer by the Master Association, a Recreation Association, or a Neighborhood Association, that is governed by Chapter 558, Florida Statutes, the parties to the dispute shall follow the procedures set forth therein. If the Claimant has followed the procedures set forth in Chapter 558, Florida Statutes and is entitled to proceed with an "action" (as defined therein) the Claimant shall then have 10 days in which to submit the Claim to

mediation as described in subsection (c) above. The parties shall then be bound by the remaining procedures described in subsections (c) through (e) above.

ARTICLE XXI

Orangetree

The Ranch at Orange Blossom is subject to a Declaration of Covenants for Orangetree recorded in O.R. Book 1310, Pages 1536 et. seq., Public Records of Collier County, Florida and the Articles of Incorporation, Bylaws and any rules and regulations of Orangetree Homeowner's Association, Inc. ("Orangetree Documents"). It is possible that Orangetree Homeowner's Association, Inc. will impose assessments and other charges upon Owners and their Parcels and otherwise enforce the terms of the Orangetree Documents.

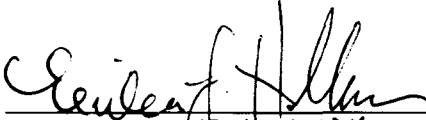
[remainder of page intentionally left blank]




IN WITNESS WHEREOF, the Developer does hereby execute this Declaration of Covenants, Conditions and Restrictions through its undersigned, duly authorized officer, on the day and year set forth below.

In the Presence of:

PULTE HOME CORPORATION, a Michigan Corporation authorized to do business in the State of Florida (SEAL)



Printed name: EVIKA HALLAM

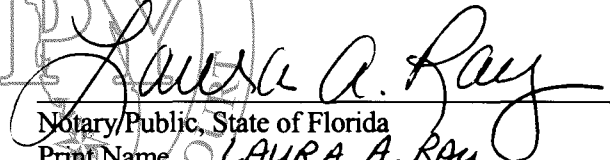

Printed name: Jennifer Olson

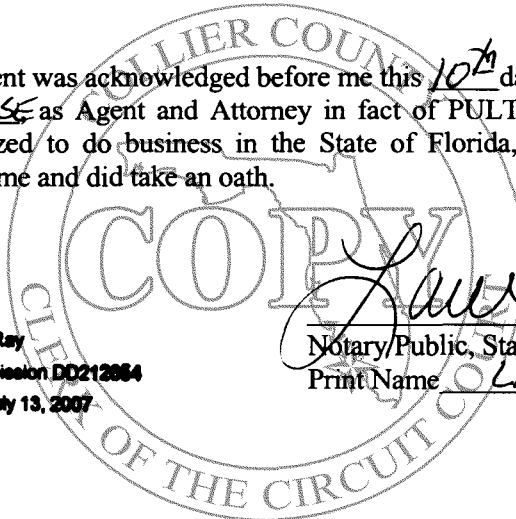
By: 
EDWIN D. STACKHOUSE
Its: Agent and Attorney in fact

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 10th day of JANUARY, 2006, by EDWIN D. STACKHOUSE as Agent and Attorney in fact of PULTE HOME CORPORATION, a Michigan Corporation authorized to do business in the State of Florida, on behalf of the corporation. He/She is personally known to me and did take an oath.

 Laura A. Ray
My Commission DD212884
Expires July 13, 2007


Notary/Public, State of Florida
Print Name LAURA A. RAY



LIST OF EXHIBITS

Exhibit	<u>Description</u>
A-1	Initial Property Legal Description
A	Legal Description for Land that May Ultimately become subject to the Declaration
B	Articles of Incorporation for Master Association
C	Bylaws for Master Association
D	SFWMD Permit
E	Stormwater Pollution Prevention Plan
F	Urban Stormwater Management Program

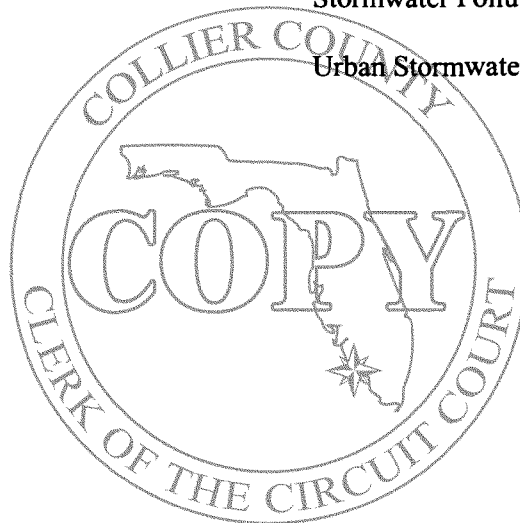


Exhibit "A-1"

Tracts "B", "C", "E", "R", "L-1", "L-2", "L-3", and the following roadways located in Tract "A-1": "Hawthorn Lane"; "Sagebrush Lane"; the portion of "Fairmont Lane" that is located to the east of a southerly line extending from the west boundary of Lot 244; "Bellingham Lane"; "Heydon Circle East" and "Heydon Circle West", Orange Blossom Ranch Phase 1A, according to the plat thereof recorded in Plat Book ____ at Page _____ et. seq., Public Records of Collier County, Florida.

Note: Tracts "B", "C", "E", "R", "L-1", "L-2", "L-3", and the portion of Tract "A-1" comprising Hawthorn Lane and the portion of Fairmont Lane that is located to the west of a southerly line extending from the west boundary of Lot 244 have been dedicated to The Ranch at Orange Blossom Master Association, Inc., as referenced on the plat.

473489.5.070479.0092



EXHIBIT A

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 13, TOWNSHIP 48 SOUTH, RANGE 27 EAST, COLLIER COUNTY, FLORIDA; THENCE RUN SOUTH 88°50'06" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 13, FOR A DISTANCE OF 2.68 FEET; THENCE RUN NORTH 00°30'11" WEST FOR A DISTANCE OF 50.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF OIL WELL ROAD (C.R.858) AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE RUN SOUTH 88°50'06" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, FOR A DISTANCE OF 2,677.95 FEET; THENCE RUN SOUTH 89°35'35" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, FOR A DISTANCE OF 1,051.57 FEET TO A POINT ON THE EAST LINE OF A 150 FEET WIDE NORTH-SOUTH DRAINAGE EASEMENT RECORDED IN OFFICIAL RECORD BOOK 1433 AT PAGES 509 THROUGH 517 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE RUN NORTH 00°29'46" WEST, ALONG SAID EAST LINE, FOR A DISTANCE OF 4,173.91 FEET, TO A POINT ON THE SOUTH LINE OF A 150 FOOT WIDE CANAL MAINTENANCE EASEMENT RECORDED IN OFFICIAL RECORD BOOK 1322 AT PAGE 1903 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE RUN NORTH 89°33'04" EAST, ALONG SAID SOUTH LINE, FOR A DISTANCE OF 3,729.66 FEET TO A POINT ON THE WEST LINE OF NORTH GOLDEN GATE CANAL, (AN 80 FOOT WDL RIGHT-OF-WAY); THENCE RUN SOUTH 00°29'30" EAST, ALONG SAID WEST LINE, FOR A DISTANCE OF 4,141.20 FEET TO THE POINT OF BEGINNING; CONTAINING 356.387 ACRES, MORE OR LESS.

OR: 4000 PG: 2333



State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Amendment, filed on December 9, 2005, to Articles of Incorporation for ORANGE BLOSSOM RANCH MASTER ASSOCIATION, INC. which changed its name to THE RANCH AT ORANGE BLOSSOM MASTER ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H05000282283. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below

The document number of this corporation is N05000006786.


Authentication Code: 605A00071406-121205-N05000006786-1/1

OR: 4000 PG: 2334

EXHIBIT B

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twelfth day of December, 2005




David F. Mann
Secretary of State

OR: 4000 PG: 2335



December 12, 2005

FLORIDA DEPARTMENT OF STATE
Division of Corporations

THE RANCH AT ORANGE BLOSSOM MASTER ASSOCIATION, INC.
C/O PULTE HOME CORPORATION
9148 BONITA BEACH ROAD #102
BONITA SPRINGS, FL 34135

Re: Document Number N05000006786

The Articles of Amendment to the Articles of Incorporation for ORANGE BLOSSOM RANCH MASTER ASSOCIATION, INC. which changed its name to THE RANCH AT ORANGE BLOSSOM MASTER ASSOCIATION, INC., a Florida corporation, were filed on December 9, 2005.

The certification requested is enclosed. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H05000282283.

Should you have any question regarding this matter, please telephone (850) 245-6050, the Amendment Filing Section.

Teresa Brown
Document Specialist
Division of Corporations

Letter Number: 605A00071406

COVER LETTER

**TO: Amendment Section
Division of Corporations**

NAME OF CORPORATION: Orange Blossom Ranch Master Association, Inc.

DOCUMENT NUMBER: N05000006786

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Steven M. Falk, Esq.

(Name of Contact Person)

Roetzel & Andress, LPA

(Firm/ Company)

850 Park Shore Drive, 3rd Floor

(Address)

Naples, FL 34103

(City/ State and Zip Code)

For further information concerning this matter, please call:

Steven M. Falk, Esq. at (239) 649-6200
(Name of Contact Person) (Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount:

- \$35 Filing Fee
- \$43.75 Filing Fee & Certificate of Status
- \$43.75 Filing Fee & Certified Copy (Additional copy is enclosed)
- \$52.50 Filing Fee Certificate of Status Certified Copy (Additional Copy is enclosed)

Mailing Address
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32399

OR: 4000 PG: 2336

Articles of Amendment
to
Articles of Incorporation
of

Orange Blossom Ranch Master Association, Inc.

(Name of corporation as currently filed with the Florida Dept. of State)

N05000006786

(Document number of corporation (if known))

Pursuant to the provisions of section 617.1006, Florida Statutes, this *Florida Not For Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

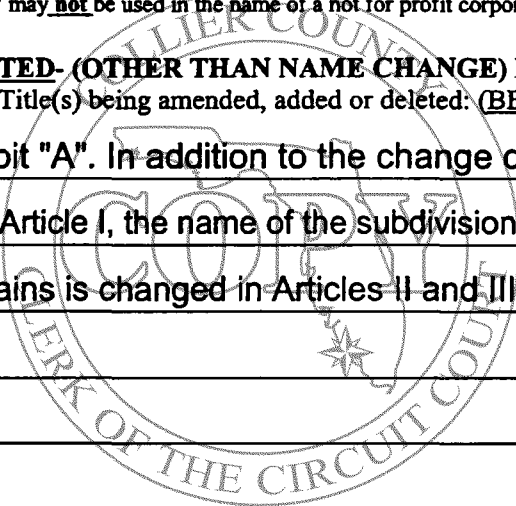
NEW CORPORATE NAME (if changing):

The Ranch at Orange Blossom Master Association, Inc.

(must contain the word "corporation," "incorporated," or the abbreviation "corp." or "inc." or words of like import in language; "Company" or "Co." may not be used in the name of a not for profit corporation)

AMENDMENTS ADOPTED- (OTHER THAN NAME CHANGE) Indicate Article Number(s) and/or Article Title(s) being amended, added or deleted: **(BE SPECIFIC)**

See attached Exhibit "A". In addition to the change of corporate name
in the preamble and Article I, the name of the subdivision that the corporation
operates and maintains is changed in Articles II and III.



(Attach additional pages if necessary)
(continued)

OR: 4000 PG: 2337

EXHIBIT "A"

TO ARTICLES OF AMENDMENT

Deletions indicated by hyphens.

ARTICLES OF INCORPORATION

THE RANCH AT ORANGE BLOSSOM RANCH MASTER ASSOCIATION, INC.

Pursuant to Chapter 617, Florida Statutes, the undersigned hereby executes these Articles of Incorporation for the purpose of forming a Corporation under the Florida Not-for-Profit Business Corporate Act.

ARTICLE I

NAME: The name of the corporation, herein called the "Master Association", is The Ranch at Orange Blossom Ranch Master Association, Inc., and its address is c/o Pulte Home Corporation, 9148 Bonita Beach Road, Suite 102, Bonita Springs, FL 34135.

ARTICLE II

DEFINITIONS: The definitions set forth in the Declaration of Covenants, Conditions and Restrictions for The Ranch at Orange Blossom Ranch and Section 720.301, F.S., (2005), shall apply to terms used in these Articles.

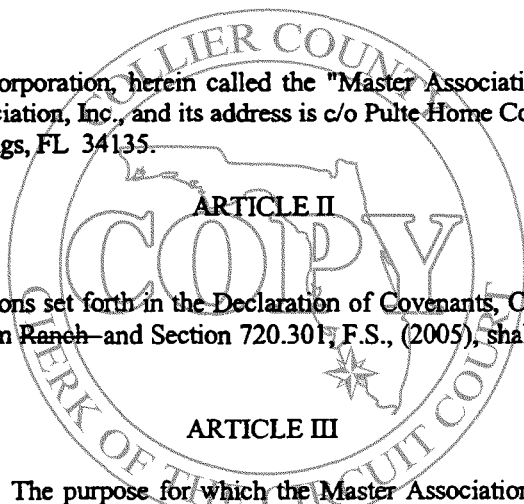
ARTICLE III

PURPOSE AND POWERS: The purpose for which the Master Association is organized is to provide a homeowners' association entity pursuant to Chapter 720, F.S. (2005) (the "Act") to act as a "homeowners' association" for the operation of The Ranch at Orange Blossom Ranch (the "Properties") located in Collier County, Florida. The Master Association is organized and shall exist on a non-stock basis as a corporation not for profit under the laws of the State of Florida, and no portion of any earnings of the Master Association shall be distributed or inure to the private benefit of any member, Director or officer. For the accomplishment of its purposes, the Master Association shall have all of the common law and statutory powers and duties of a corporation not for profit under Chapter 617, Florida Statutes and of a homeowners' association under the Act, except as expressly limited or modified by the Governing Documents and it shall have all of the powers and duties reasonably necessary to operate the Properties pursuant to the Governing Documents as they may hereafter be amended, including but not limited to the following:

(A) To make and collect assessments against members of the Master Association to defray the costs, expenses and losses of the Master Association, and to use the funds in the exercise of its powers and duties.

(B) To protect, maintain, repair, replace and operate the Master Association property.

OR: 4000 PG: 2338



(C) To purchase insurance for the protection of the Master Association and its members.

(D) To repair and reconstruct improvements after casualty, and to make further improvements of the Master Association property.

(E) To make, amend and enforce reasonable rules and regulations as set forth in the Declaration.

(F) To approve or disapprove the transfer, leasing and occupancy of Units as provided in the Declaration.

(G) To enforce the provisions of the laws of the State of Florida that are applicable to the Properties, and the Governing Documents.

(H) To contract for the management and maintenance of the Properties and the Master Association property, and any property or easements and related improvements that are dedicated to the Master Association by plat, and to delegate any powers and duties of the Master Association in connection therewith except such as are specifically required by law or by the Declaration to be exercised by the Board of Directors or the membership of the Master Association.

(I) To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Properties.

(J) To borrow money as necessary to perform its other functions hereunder.

(K) To grant, modify or move any easement.

(L) To acquire, own, lease and dispose of any real and personal property.

(M) To sue and be sued.

(N) To maintain and operate the surface water management system.

All funds and the title to all property acquired by the Master Association shall be held for the benefit of the members in accordance with the provisions of the Governing Documents. In the event of termination, dissolution or final liquidation of the Master Association, the responsibility for the operation and maintenance of the Properties, including any property or easements and related improvements that are dedicated to the Master Association by plat, shall be transferred to and accepted by an entity that is acceptable to any applicable governmental authorities, prior to such termination, dissolution or liquidation. Annexation of additional properties, mergers and consolidations, mortgaging of Common Area and dissolution of the Master Association requires prior written approval of the Department of Housing and Urban Development and the Veterans Administration ("HUD/VA") as long as there is a Class B membership.

487262.070479.0092

The date of adoption of the amendment(s) was: December 7, 2005

Effective date if applicable: _____
(no more than 90 days after amendment file date)

Adoption of Amendment(s) (CHECK ONE)

- The amendment(s) was (were) adopted by the members and the number of votes cast for the amendment was sufficient for approval.
- There are no members or members entitled to vote on the amendment. The amendment(s) was (were) adopted by the board of directors.

Signature 

(By the chairman or vice chairman of the board, president or other officer- if directors have not been selected, by an incorporator- if in the hands of a receiver, trustee, or other court appointed fiduciary, by that fiduciary.)

Edwin D. Stackhouse
(Typed or printed name of person signing)

President
(Title of person signing)

FILING FEE: \$35

OR: 4000 PG: 2340

Florida Department of State
Division of Corporations
Public Access System

Electronic Filing Cover Sheet

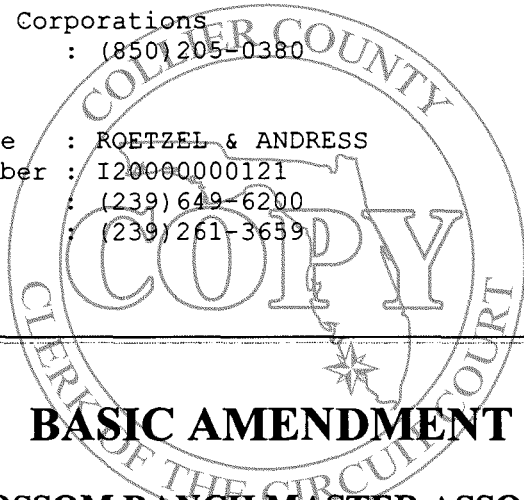
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(((H05000282283 3)))

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:
 Division of Corporations
 Fax Number : (850) 205-0380

From:
 Account Name : ROETZEL & ANDRESS
 Account Number : I20000000121
 Phone : (239) 649-6200
 Fax Number : (239) 261-3659



BASIC AMENDMENT

ORANGE BLOSSOM RANCH MASTER ASSOCIATION, INC.

Certificate of Status	0
Certified Copy	1
Page Count	05
Estimated Charge	\$43.75

[Electronic Filing Menu](#)

[Corporate Filing](#)

[Public Access Help](#)

OR: 4000 PG: 2341

State of Florida



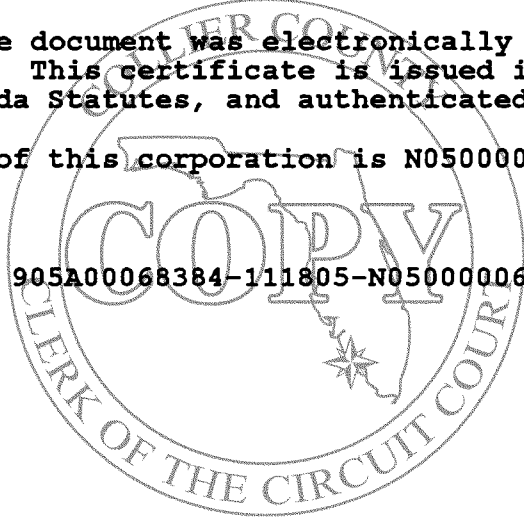
Department of State

I certify the attached is a true and correct copy of the Articles of Amendment, filed on November 18, 2005, to Articles of Incorporation for ORANGE BLOSSOM RANCH NORTH MASTER ASSOCIATION, INC. which changed its name to ORANGE BLOSSOM RANCH MASTER ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H05000267985. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N05000006786.

Authentication Code: 905A00068384-111805-N05000006786-1/1



OR: 4000 PG: 2342

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the Eighteenth day of November, 2005



Glenda E. Hood
Glenda E. Hood
Secretary of State

OR: 4000 PG: 2343

**FLORIDA DEPARTMENT OF STATE****Glenda E. Hood**
Secretary of State

November 18, 2005

**ORANGE BLOSSOM RANCH MASTER ASSOCIATION, INC.
C/O PULTE HOME CORPORATION
9148 BONITA BEACH ROAD #102
BONITA SPRINGS, FL 34135**

Re: Document Number N05000006786

The Articles of Amendment to the Articles of Incorporation for ORANGE BLOSSOM RANCH NORTH MASTER ASSOCIATION, INC. which changed its name to ORANGE BLOSSOM RANCH MASTER ASSOCIATION, INC., a Florida corporation, were filed on November 18, 2005.

The certification requested is enclosed. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H05000267985.

Should you have any question regarding this matter, please telephone (850) 245-6050, the Amendment Filing Section.

Pamela Smith
Document Specialist
Division of Corporations

Letter Number: 905A00068384

COVER LETTER

**TO: Amendment Section
Division of Corporations**

NAME OF CORPORATION: Orange Blossom Ranch North Master Association, Inc.

DOCUMENT NUMBER: N05000006786

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Steven M. Falk, Esq.

(Name of Contact Person)

Roetzel & Andress, LPA

(Firm/ Company)

850 Park Shore Drive, 3rd Floor

(Address)

Naples, FL 34103

(City/ State and Zip Code)

For further information concerning this matter, please call:

Steven M. Falk, Esq.

(Name of Contact Person)

at (239) 649-6200

(Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount:

- \$35 Filing Fee
- \$43.75 Filing Fee & Certificate of Status
- \$43.75 Filing Fee & Certified Copy (Additional copy is enclosed)
- \$52.50 Filing Fee Certificate of Status Certified Copy (Additional Copy is enclosed)

Mailing Address

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32399

OR: 4000 PG: 2344

Articles of Amendment
to
Articles of Incorporation
of

Orange Blossom Ranch North Master Association, Inc.
(Name of corporation as currently filed with the Florida Dept. of State)

N05000006786
(Document number of corporation (if known))

Pursuant to the provisions of section 617.1006, Florida Statutes, this *Florida Not For Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

NEW CORPORATE NAME (if changing):

Orange Blossom Ranch Master Association, Inc.
(must contain the word "corporation," "incorporated," or the abbreviation "corp." or "inc." or words of like import in language; "Company" or "Co." may not be used in the name of a not for profit corporation)

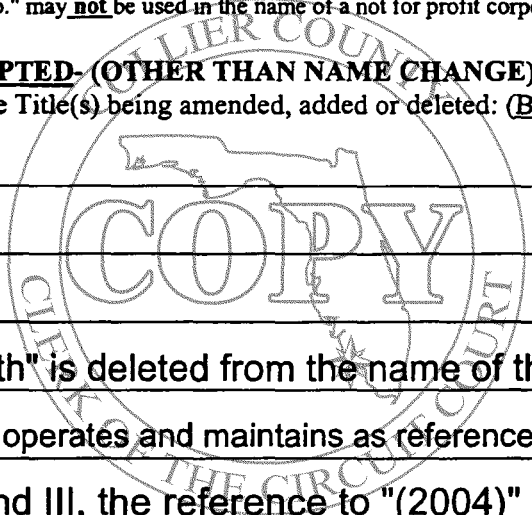
AMENDMENTS ADOPTED- (OTHER THAN NAME CHANGE) Indicate Article Number(s) and/or Article Title(s) being amended, added or deleted: **(BE SPECIFIC)**

1. The word "North" is deleted from the name of the subdivision that the corporation operates and maintains as referenced in Articles II and III.
2. In Articles II and III, the reference to "(2004)" is changed to "(2005)".

(See Exhibit "A" attached hereto)

(Attach additional pages if necessary)
(continued)

OR: 4000 PG: 2345



The date of adoption of the amendment(s) was: November 16, 2005

Effective date if applicable: _____
(no more than 90 days after amendment file date)

Adoption of Amendment(s) (CHECK ONE)

- The amendment(s) was (were) adopted by the members and the number of votes cast for the amendment was sufficient for approval.
- There are no members or members entitled to vote on the amendment. The amendment(s) was (were) adopted by the board of directors.

Signature _____



(By the chairman or vice chairman of the board, president or other officer- if directors have not been selected, by an incorporator- if in the hands of a receiver, trustee, or other court appointed fiduciary, by that fiduciary.)

Edwin D. Stackhouse

(Typed or printed name of person signing)

President

(Title of person signing)

FILING FEE: \$35

OR: 4000 PG: 2346

EXHIBIT "A"

TO ARTICLES OF AMENDMENT

Deletions indicated by ~~hyphens~~.

ARTICLES OF INCORPORATION

ORANGE BLOSSOM RANCH NORTH MASTER ASSOCIATION, INC.

Pursuant to Chapter 617, Florida Statutes, the undersigned hereby executes these Articles of Incorporation for the purpose of forming a Corporation under the Florida Not-for-Profit Business Corporate Act.

ARTICLE I

NAME: The name of the corporation, herein called the "Master Association", is Orange Blossom Ranch North Master Association, Inc., and its address is c/o Pulte Home Corporation, 9148 Bonita Beach Road, Suite 102, Bonita Springs, FL 34135

ARTICLE II

DEFINITIONS: The definitions set forth in the Declaration of Covenants, Conditions and Restrictions for Orange Blossom Ranch North and Section 720.301, F.S., (20054), shall apply to terms used in these Articles.

ARTICLE III

PURPOSE AND POWERS: The purpose for which the Master Association is organized is to provide a homeowners' association entity pursuant to Chapter 720, F.S. (20054) (the "Act") to act as a "homeowners' association" for the operation of Orange Blossom Ranch North (the "Properties") located in Collier County, Florida. The Master Association is organized and shall exist on a non-stock basis as a corporation not for profit under the laws of the State of Florida, and no portion of any earnings of the Master Association shall be distributed or inure to the private benefit of any member, Director or officer. For the accomplishment of its purposes, the Master Association shall have all of the common law and statutory powers and duties of a corporation not for profit under Chapter 617, Florida Statutes and of a homeowners' association under the Act, except as expressly limited or modified by the Governing Documents and it shall have all of the powers and duties reasonably necessary to operate the Properties pursuant to the Governing Documents as they may hereafter be amended, including but not limited to the following:

- (A) To make and collect assessments against members of the Master Association to defray the costs, expenses and losses of the Master Association, and to use the funds in the exercise of its powers and duties.
- (B) To protect, maintain, repair, replace and operate the Master Association property.

OR: 4000 PG: 2347

- (C) To purchase insurance for the protection of the Master Association and its members.
- (D) To repair and reconstruct improvements after casualty, and to make further improvements of the Master Association property.
- (E) To make, amend and enforce reasonable rules and regulations as set forth in the Declaration.
- (F) To approve or disapprove the transfer, leasing and occupancy of Units as provided in the Declaration.
- (G) To enforce the provisions of the laws of the State of Florida that are applicable to the Properties, and the Governing Documents.
- (H) To contract for the management and maintenance of the Properties and the Master Association property, and any property or easements and related improvements that are dedicated to the Master Association by plat, and to delegate any powers and duties of the Master Association in connection therewith except such as are specifically required by law or by the Declaration to be exercised by the Board of Directors or the membership of the Master Association.
- (I) To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Properties.
- (J) To borrow money as necessary to perform its other functions hereunder.
- (K) To grant, modify or move any easement.
- (L) To acquire, own, lease and dispose of any real and personal property.
- (M) To sue and be sued.
- (N) To maintain and operate the surface water management system.

All funds and the title to all property acquired by the Master Association shall be held for the benefit of the members in accordance with the provisions of the Governing Documents. In the event of termination, dissolution or final liquidation of the Master Association, the responsibility for the operation and maintenance of the Properties, including any property or easements and related improvements that are dedicated to the Master Association by plat, shall be transferred to and accepted by an entity that is acceptable to any applicable governmental authorities, prior to such termination, dissolution or liquidation. Annexation of additional properties, mergers and consolidations, mortgaging of Common Area and dissolution of the Master Association requires prior written approval of the Department of Housing and Urban Development and the Veterans Administration ("HUD/VA") as long as there is a Class B membership.

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Florida Department of State
 Division of Corporations
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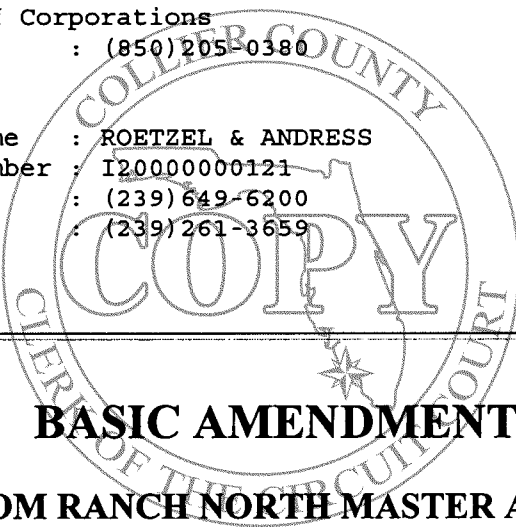
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(((H05000267985 3)))

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To: Division of Corporations
 Fax Number : (850) 205-0380

From: Account Name : ROETZEL & ANDRESS
 Account Number : I20000000121
 Phone : (239) 649-6200
 Fax Number : (239) 261-3659



BASIC AMENDMENT

ORANGE BLOSSOM RANCH NORTH MASTER ASSOCIATION, INC.

Certificate of Status	0
Certified Copy	1
Page Count	05
Estimated Charge	\$43.75

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OR: 4000 PG: 2349

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of ORANGE BLOSSOM RANCH NORTH MASTER ASSOCIATION, INC., a Florida corporation, filed on June 30, 2005, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H05000160426. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N05000006786.

Authentication Code: 105A00044396-070105-N05000006786-1/1

OR: 4000 PG: 2350

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
First day of July, 2005



Glenda E. Hood
Glenda E. Hood
Secretary of State



OR: 4000 PG: 2351

FLORIDA DEPARTMENT OF STATE

Glenda E. Hood
Secretary of State

July 1, 2005

ORANGE BLOSSOM RANCH NORTH MASTER ASSOCIATION, INC.
C/O PULTE HOME CORPORATION
9148 BONITA BEACH ROAD #102
BONITA SPRINGS, FL 34135

The Articles of Incorporation for ORANGE BLOSSOM RANCH NORTH MASTER ASSOCIATION, INC. were filed on June 30, 2005, and assigned document number N0500006786. Please refer to this number whenever corresponding with this office.

Enclosed is the certification requested. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H05000160426.

A corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file/effective date year. A Federal Employer Identification (FEI) number will be required before this report can be filed. Please apply NOW with the Internal Revenue Service by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have questions regarding corporations, please contact this office at the address given below.

Claretha Golden
Document Specialist
New Filings Section
Division of Corporations

Letter Number: 105A00044396

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

ARTICLES OF INCORPORATION

ORANGE BLOSSOM RANCH NORTH MASTER ASSOCIATION, INC.

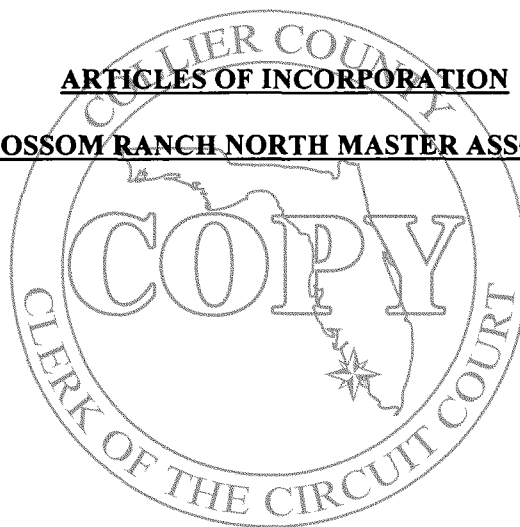
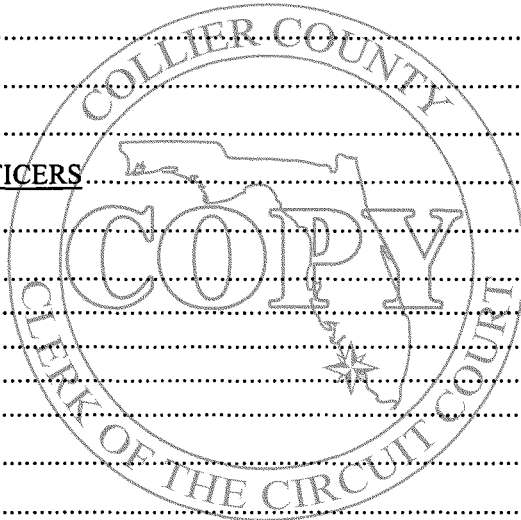


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OR: 4000 PG: 2353

ARTICLES OF INCORPORATION
ORANGE BLOSSOM RANCH NORTH MASTER ASSOCIATION, INC.

Pursuant to Chapter 617, Florida Statutes, the undersigned hereby executes these Articles of Incorporation for the purpose of forming a Corporation under the Florida Not-for-Profit Business Corporate Act .

ARTICLE I

NAME: The name of the corporation, herein called the "Master Association", is Orange Blossom Ranch North Master Association, Inc., and its address is c/o Pulte Home Corporation, 9148 Bonita Beach Road, Suite 102, Bonita Springs, FL 34135.

ARTICLE II

DEFINITIONS: The definitions set forth in the Declaration of Covenants, Conditions and Restrictions for Orange Blossom Ranch North and Section 720.301, F.S., (2004), shall apply to terms used in these Articles.

ARTICLE III

PURPOSE AND POWERS: The purpose for which the Master Association is organized is to provide a homeowners' association entity pursuant to Chapter 720, F.S. (2004) (the "Act") to act as a "homeowners' association" for the operation of Orange Blossom Ranch North (the "Properties") located in Collier County, Florida. The Master Association is organized and shall exist on a non-stock basis as a corporation not for profit under the laws of the State of Florida, and no portion of any earnings of the Master Association shall be distributed or inure to the private benefit of any member, Director or officer. For the accomplishment of its purposes, the Master Association shall have all of the common law and statutory powers and duties of a corporation not for profit under Chapter 617, Florida Statutes and of a homeowners' association under the Act, except as expressly limited or modified by the Governing Documents and it shall have all of the powers and duties reasonably necessary to operate the Properties pursuant to the Governing Documents as they may hereafter be amended, including but not limited to the following:

- (A) To make and collect assessments against members of the Master Association to defray the costs, expenses and losses of the Master Association, and to use the funds in the exercise of its powers and duties.
- (B) To protect, maintain, repair, replace and operate the Master Association property.
- (C) To purchase insurance for the protection of the Master Association and its members.
- (D) To repair and reconstruct improvements after casualty, and to make further improvements of the Master Association property.
- (E) To make, amend and enforce reasonable rules and regulations as set forth in the Declaration.

OR: 4000 PG: 2354

(F) To approve or disapprove the transfer, leasing and occupancy of Units as provided in the Declaration.

(G) To enforce the provisions of the laws of the State of Florida that are applicable to the Properties, and the Governing Documents.

(H) To contract for the management and maintenance of the Properties and the Master Association property, and any property or easements and related improvements that are dedicated to the Master Association by plat, and to delegate any powers and duties of the Master Association in connection therewith except such as are specifically required by law or by the Declaration to be exercised by the Board of Directors or the membership of the Master Association.

(I) To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Properties.

(J) To borrow money as necessary to perform its other functions hereunder.

(K) To grant, modify or move any easement.

(L) To acquire, own, lease and dispose of any real and personal property.

(M) To sue and be sued.

(N) To maintain and operate the surface water management system.

All funds and the title to all property acquired by the Master Association shall be held for the benefit of the members in accordance with the provisions of the Governing Documents. In the event of termination, dissolution or final liquidation of the Master Association, the responsibility for the operation and maintenance of the Properties, including any property or easements and related improvements that are dedicated to the Master Association by plat, shall be transferred to and accepted by an entity that is acceptable to any applicable governmental authorities, prior to such termination, dissolution or liquidation. Annexation of additional properties, mergers and consolidations, mortgaging of Common Area and dissolution of the Master Association requires prior written approval of the Department of Housing and Urban Development and the Veterans Administration ("HUD/VA") as long as there is a Class B membership.

ARTICLE IV

MEMBERSHIP:

(A) The members of the Master Association shall be the record owners of a fee simple interest in one or more Units. Class "A" Members of the Master Association are all owners other than Developer. The Class "B" Member is the Developer as further provided in the Declaration and the Bylaws.

(B) The share of a member in the funds and assets of the Master Association cannot be assigned or transferred in any manner except as an appurtenance to his Unit.

OR: 4000 PG: 2355

(C) Except as otherwise provided in the Declaration and Bylaws with respect to the Class B Member, the owners of each Unit, collectively, shall be entitled to one vote in Master Association matters. The manner of exercising voting rights shall be as set forth in the Declaration and the Bylaws.

ARTICLE V

TERM: The term of the Master Association shall be perpetual.

ARTICLE VI

BYLAWS: The Bylaws of the Master Association may be altered, amended, or rescinded in the manner provided therein.

ARTICLE VII

DIRECTORS AND OFFICERS:

(A) The affairs of the Master Association shall be administered by a Board of Directors consisting of the number of Directors determined by the Bylaws, but not less than three (3) Directors, and in the absence of such determination shall consist of three (3) Directors.

(B) Directors of the Master Association shall initially be appointed by and shall serve at the pleasure of the Developer, and following transition shall be elected by the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

(C) The business of the Master Association shall be conducted by the officers designated in the Bylaws. The officers shall be elected each year by the Board of Directors at its first meeting after the annual meeting of the members of the Master Association, and they shall serve at the pleasure of the Board. The initial Directors are as follows:

Edwin D. Stackhouse
c/o Pulte Home Corporation
9148 Bonita Beach Road, Suite 102
Bonita Springs, FL 34135

Richard McCormick
c/o Pulte Home Corporation
9148 Bonita Beach Road, Suite 102
Bonita Springs, FL 34135

Laura Ray
c/o Pulte Home Corporation
9148 Bonita Beach Road, Suite 102
Bonita Springs, FL 34135

OR: 4000 PG: 2356

The initial Officers are: Edwin D. Stackhouse- President; Richard McCormick- Vice President; and Laura Ray, Secretary/Treasurer.

ARTICLE VIII

AMENDMENTS: Amendments to these Articles shall be proposed and adopted in the following manner:

(A) Proposal. Amendments to these Articles may be proposed by a majority of the Board or, after the Turnover Date, by a written petition to the Board, signed by Neighborhood Voting Representatives representing at least 1/4 of the Class "A" Members.

(B) Procedure. Upon any amendment to these Articles being proposed by said Board or members, such proposed amendment shall be submitted to a vote of the members not later than the next annual meeting for which proper notice can be given.

(C) Vote Required. Prior to the Turnover Date , amendments shall be adopted by the Board of Directors. Subsequent to the Turnover Date , a proposed amendment shall be adopted if it is approved by the Neighborhood Voting Representatives representing at least 2/3 of the Class "A" Members at any annual or special meeting called for the purpose. As long as Developer owns a Unit an amendment to the Articles of Incorporation shall not be effective without the prior written consent of Developer, which consent may be denied in Developer's discretion, provided, further, that regardless of whether Developer owns a Unit, no amendment shall be effective if it affects the Developer's rights or alters any provision made for the Developer's benefit. Amendment of these Articles requires prior written approval of HUD/VA as long as there is a Class "B" membership. In the event that the Developer and/or the Board of Directors determines that voting will be undertaken by Voting Groups, then an amendment that applies solely to that Voting Group must be approved by the Neighborhood Voting Representative representing 2/3 of the Class "A" Members for that particular Voting Group.

(D) Effective Date. An amendment shall become effective upon filing Articles of Amendment with the Secretary of State and recording a Certificate of Amendment in the Public Records of Collier County, Florida, with the formalities required for the execution of a deed.

ARTICLE IX

INDEMNIFICATION: To the fullest extent permitted by Florida law, the Master Association shall indemnify and hold harmless every Director and every officer of the Master Association against all expenses and liabilities, including attorney fees, actually and reasonably incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may be a party because of his being or having been a Director or officer of the Master Association. The foregoing right of indemnification shall not be available if a judgement or other final adjudication establishes that his actions or omissions to act were material to the cause adjudicated and involved:

(A) Willful misconduct or a conscious disregard for the best interests of the Master Association, in a proceeding by or in the right of the Master Association to procure a judgement in its favor.

OR: 4000 PG: 2357

(B) A violation of criminal law, unless the Director or officer had no reasonable cause to believe his action was unlawful or had reasonable cause to believe his action was lawful.

(C) A transaction from which the Director or officer derived an improper personal benefit.

The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or officer may be entitled.

ARTICLE X

INCORPORATOR: The name and address of the Incorporator is as follows:


Edwin D. Stackhouse
c/o Pulte Home Corporation
9148 Bonita Beach Road, Suite 102
Bonita Springs, FL 34135

ARTICLE XI

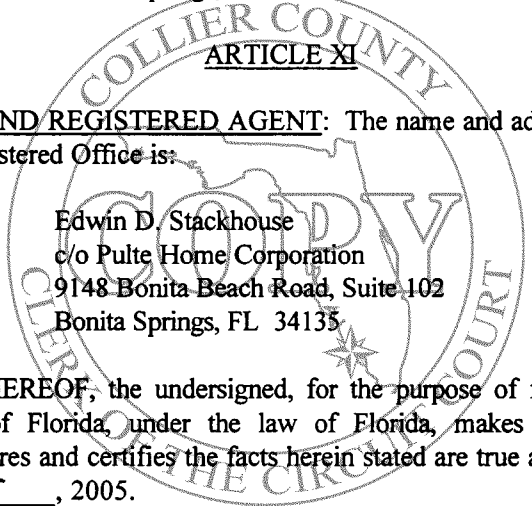
REGISTERED OFFICE AND REGISTERED AGENT: The name and address of the Registered Agent and the address of the Registered Office is:

Edwin D. Stackhouse
c/o Pulte Home Corporation
9148 Bonita Beach Road, Suite 102
Bonita Springs, FL 34135

IN WITNESS WHEREOF, the undersigned, for the purpose of forming a Corporation to do business with the State of Florida, under the law of Florida, makes and files these Articles of Incorporation, hereby declares and certifies the facts herein stated are true and hereunto set my hand this 27th day of JUNE, 2005.


Edwin D. Stackhouse, Incorporator

OR: 4000 PG: 2358



CERTIFICATE OF DESIGNATION
REGISTERED AGENT/REGISTERED OFFICE


Pursuant to the provisions of Section 617.0501, Florida Statutes, the undersigned corporation, organized under the laws of the State of Florida, submits the following statement in designating the registered office/registered agent, in the State of Florida.

1. The name of the corporation is:

ORANGE BLOSSOM RANCH NORTH MASTER ASSOCIATION, INC.

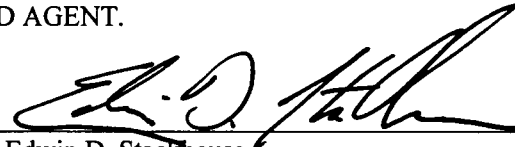
2. The name and address of the registered agent and office is:

Edwin D. Stackhouse
c/o Pulte Home Corporation
9148 Bonita Beach Road, Suite 102
Bonita Springs, FL 34135


Edwin D. Stackhouse, President

DATE JUNE 29, 2005

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.

SIGNATURE 
Edwin D. Stackhouse

DATE JUNE 29, 2005

OR: 4000 PG: 2359

BYLAWS

FOR

THE RANCH AT ORANGE BLOSSOM MASTER ASSOCIATION, INC.

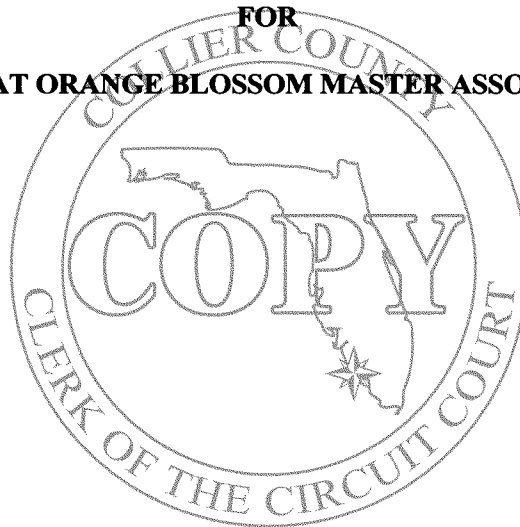


EXHIBIT C

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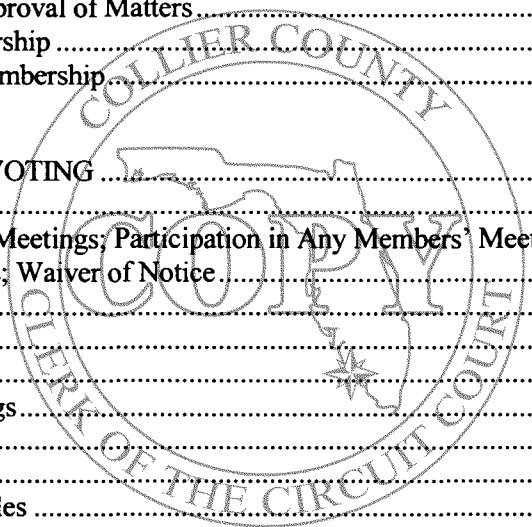
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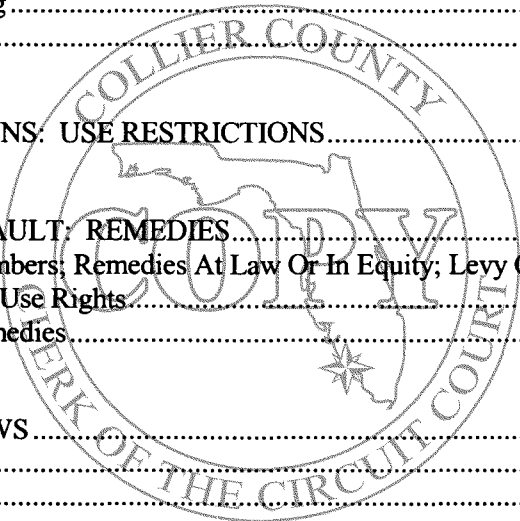
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BYLAWS

OF

THE RANCH AT ORANGE BLOSSOM MASTER ASSOCIATION, INC.

1. **GENERAL:** These are the Bylaws of The Ranch at Orange Blossom Master Association, Inc., hereinafter the "Master Association", a corporation not for profit organized under the laws of Florida for the purpose of operating The Ranch at Orange Blossom pursuant to Chapter 617, Florida Statutes, the Florida Not-For-Profit Corporations Act, and Chapter 720, Florida Statutes, Homeowners Associations (the "Act").

1.1 **Principal Office.** The principal office of the Master Association is c/o Pulte Home Corporation, 9148 Bonita Beach Road, Suite 102, Bonita Springs, FL 34135.

1.2 **Seal.** The seal of the Master Association shall be inscribed with the name of the Master Association, the year of its organization, and the words "Florida" and "not for profit." The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the corporation where a seal may be required.

1.3 **Definitions.** The definitions set forth in the Declaration of Covenants (the "Declaration") and the Act, with particular reference to Sec 720.301, F.S., (2005), shall apply to terms used in these Bylaws.

2. **MEMBERS:**

2.1 **Qualifications.** The members of the Master Association shall be the record owners of legal title to the Parcels in The Ranch at Orange Blossom (except as expressly stated to the contrary herein, the terms "Parcels" and "Units" shall be utilized interchangeably). In the case of a Parcel subject to an agreement for deed, the purchaser in possession shall be deemed the owner of the Parcel for purposes of determining voting and use rights. Membership shall become effective upon the occurrence of the last to occur of the following events.

- A. Recording in the Public Records of a Deed or other instrument evidencing legal title to the Parcel.
- B. Approval by the Board of Directors as may be provided for in the Declaration.
- C. Delivery to the Master Association of a copy of the recorded deed or other instrument evidencing title.

2.2 **Voting Interest.** The Class "A" Members of the Master Association are entitled to one (1) vote for each Parcel owned by them, and, with the exception of elections of directors, such vote shall be cast on their behalf by the applicable Neighborhood Voting Representative. The total number of Class "A" votes shall not exceed the total number of Parcels subject to this Declaration. The Class "B" Member shall be entitled to a number of votes equal to the total number of Parcels owned by the Class "A" Members plus one (1) vote; provided that subsequent to the Transition Date, as defined in Article II, Section 33 of the Declaration, the Class "B" Member shall be entitled to one vote for each Parcel it owns. Votes of the Class "B" membership shall be cast by the Developer. The President of each Neighborhood Association shall

serve as the Neighborhood Voting Representative and the Vice President shall serve as the Alternate Neighborhood Voting Representative. In the event that either the President or Vice President of the Neighborhood Association cannot attend a meeting of the Neighborhood Voting Representatives, and they do not wish to vote by proxy, then the Board of Directors of the Neighborhood Association shall provide the Master Association with a written designation of another member of the Neighborhood Association's Board of Directors who shall act as the Alternate Neighborhood Voting Representative for that meeting. Prior to transition of majority control of a Neighborhood Association's board of directors, the Developer shall act as the Neighborhood Voting Representative. Votes of the Class "A" members shall be cast on their behalf by the Neighborhood Voting Representatives in 1 of 2 alternate methods, in the discretion of the Neighborhood Voting Representative for that Neighborhood: (a) "in a block"; or (b) "as cast" (however, if a vote or poll of the owners in a Neighborhood occurs, then the Neighborhood Voting Representative shall be entitled to vote, in his or her discretion, on behalf of all owners in that Neighborhood who did not vote either in favor or opposed.) "In a block" shall mean, for example, that if a Neighborhood has 40 Units, then the Neighborhood Voting Representative is authorized to vote all 40 Units in favor or opposed to the item to be voted upon, without conducting a poll or formal vote of the Class "A" Members in that Neighborhood. "As cast" shall mean that the Neighborhood Voting Representative shall cast the votes in exactly the same manner as the Class "A" members have voted at the Neighborhood level, whether by "poll" or by a formal proxy vote at a Neighborhood Association meeting. For example, if the Neighborhood has 40 Units and 32 Units vote in favor and 8 units vote opposed to an item submitted to a membership vote, then the Neighborhood Voting Representative shall be obligated to vote 32 in favor and 8 opposed. If in that same Neighborhood, 32 Units vote in favor and 8 Units do not cast any vote, then the Neighborhood Voting Representative shall have the discretion to cast all 40 votes in favor.

2.3 Approval or Disapproval of Matters. Except for the election of directors, whenever the decision or approval of the Owner of a Parcel is required upon any matter, whether or not the subject of a Master Association meeting, such decision or approval may be expressed by the Neighborhood Voting Representative. Class "A" Members shall be allocated a vote on Master Association matters, as exercised by their Neighborhood Voting Representatives, only when a membership vote is expressly required by the Governing Documents.

2.4 Change of Membership. Following written approval of the Master Association, as elsewhere required herein, a change of membership in the Master Association shall be established by the new member's membership becoming effective as provided in 2.1 above. At that time the membership of the prior owner shall be terminated automatically.

2.5 Termination of Membership. The termination of membership in the Master Association does not relieve or release any former member from liability or obligation incurred under or in any way connected with The Ranch at Orange Blossom during the period of his membership, nor does it impair any rights or remedies which the Master Association may have against any former owner or member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

3. MEMBERS' MEETINGS: VOTING:

3.1 Annual Meeting. There shall be an annual meeting of the members in each calendar year. The annual meeting shall be held in Collier County, Florida, each year at a day, place and time designated by the Board of Directors, and for the purpose of electing Directors and transacting any business duly authorized to

be transacted by the members.

3.2 Special Members' Meetings; Participating in Any Members' Meeting. Other than the annual meeting, there shall not be any meetings of the Class "A" Members unless authorized by the Board of Directors. Special members' meetings must be held whenever called by a majority of the Directors. The business at any special meeting shall be limited to the items specified in the notice of meeting. A Member shall have the right to speak or participate in discussions at a members' meeting, subject to reasonable restrictions imposed by the Board of Directors in accordance with the Act.

3.3 Notice of Meetings; Waiver of Notice. Notice of all members' meetings must state the time, date, and place of the meeting, and include an agenda for the meeting. The member is responsible for providing the Master Association with notice of any change of address. The Notice of Meeting must be mailed, hand-delivered or electronically transmitted to each member at the address which appears on the books of the Master Association, at least fourteen (14) days before the meeting. An affidavit of the officer or other person making such mailing shall be retained in the Master Association records as proof of mailing. Attendance at any meeting by a member constitutes waiver of notice by that member unless the member objects to the lack of notice at the beginning of the meeting. A member may waive notice of any meeting at any time, but only by written waiver. All Class "A" Members shall be entitled to attend membership meetings but, with the exception of the election of the Directors at the Transition Meeting and all subsequent elections, all votes shall be cast by the Neighborhood Voting Representative for each Neighborhood Association. Notice to the members, as applicable, of meetings of the Board, meetings of a committee requiring notice in the same manner as meetings of the Board, and annual and special meetings of the members, may be electronically transmitted in the manner set forth in Section 617.0141, Florida Statutes (except as limited by Chapter 720, Florida Statutes and these Bylaws). Notice by electronic transmission is effective: when actually transmitted by facsimile telecommunication, if correctly directed to a number at which the member has consented to receive notice; when actually transmitted by electronic mail, if correctly directed to an electronic mail address at which the member has consented to receive notice. Notice is also effective when posted on an electronic network that the member has consented to consult, upon the later of: such correct posting; or the giving of a separate notice to the member of the fact of such specific posting; or when correctly transmitted to the member, if by any other form of electronic transmission consented to by the member to whom notice is given. Consent by a member to receive notice by electronic transmission shall be revocable by the Member by written notice to the Master Association. Any such consent shall be deemed revoked if: the Master Association is unable to deliver by electronic transmission two consecutive notices given by the Master Association in accordance with such consent; and such inability becomes known to the Secretary, Assistant Secretary or other authorized person responsible for the giving of notice. However, the inadvertent failure to treat such inability as a revocation does not invalidate any meeting or other action. The member is responsible for providing the Master Association with notice of any change of mailing address, facsimile number or electronic mail address. To the extent that a member has provided the Master Association with a facsimile number or electronic mail address and consented to receive notices by electronic transmission, such information shall be considered an "official record" until the member has revoked his consent. However, the Master Association is not liable for an erroneous disclosure of electronic mail address or facsimile number. As used in these Bylaws, the term "electronic transmission" means any form of communication, not directly involving the physical transmission or transfer of paper, which creates a record that may be retained, retrieved, and reviewed by a recipient thereof and which may be directly reproduced in a comprehensible and legible paper form by such recipient through an automated process. Examples of electronic transmission include, but are not limited to, telegrams, facsimile transmission of images, and text that is sent via electronic mail between computers. An affidavit of the

Secretary, an Assistant Secretary, or other authorized agent of the Master Association that the notice has been given by a form of electronic transmission is, in the absence of fraud, prima facie evidence of the facts stated in the notice.

3.4 Quorum. A quorum at meetings of the members shall be attained by the presence, either in person or by proxy, of Neighborhood Voting Representatives entitled to cast at least one-third (1/3rd) of the votes of the entire membership. After a quorum has been established at a members' meeting, the subsequent withdrawal of any Neighborhood Voting Representatives, so as to reduce the number of voting interests represented below the number required for a quorum, shall not affect the validity of any action taken at the meeting before or after such persons leave.

3.5 Vote Required. The acts approved by a majority of the votes cast at a duly called meeting of the members at which a quorum has been attained shall be binding upon all members for all purposes, except where a greater or different number of votes is expressly required by law or by any provision of the governing documents.

3.6 Proxy Voting. To the extent lawful, any Neighborhood Voting Representative entitled to attend and vote at a members' meeting may establish his presence and cast his vote by proxy. A proxy shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting, and no proxy is valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, signed by the person authorized to cast the votes, specify the date, time and place of the meeting for which it is given, and the original must be delivered to the Secretary by the appointed time of the meeting or adjournment thereof. Holders of proxies need not be members. No proxy shall be valid if it names more than one person as the holder of the proxy, but the holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy.

3.7 Adjourned Meetings. Any duly called meeting of the members may be adjourned to be reconvened at a specific later time by vote of the Neighborhood Voting Representatives representing a majority of the Owners present in person or by proxy, regardless of whether a quorum has been attained. When a meeting is adjourned it shall not be necessary to give notice to all members of the time and place of its continuance. Any business which might have been conducted at the meeting, as originally scheduled may instead be conducted at the continuance, provided a quorum is then present, in person or by proxy.

3.8 Order of Business. The order of business at members' meetings shall be substantially as follows:

- A. Call of the roll or determination of quorum.
- B. Reading or disposal of minutes of last members meeting
- C. Reports of Officers
- D. Reports of Committees
- E. Unfinished Business
- F. New Business
- G. Adjournment

3.9 Minutes. Minutes of all meetings of members and of the Board of Directors shall be kept in a businesslike manner and available for inspection by members or their authorized Neighborhood Voting Representatives and Board members at reasonable times and for a period of seven (7) years after the

meeting. Minutes must be maintained in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon for each director present at a board meeting must be recorded in the minutes.

3.10 Parliamentary Rules. Roberts' Rules of Order (latest edition) shall guide the conduct of the Master Association meeting when not in conflict with the law, with the Declaration, or with these Bylaws. The presiding officer may appoint a Parliamentarian whose decision on questions of parliamentary procedure shall be final. Any question or point of order not raised at the meeting to which it relates shall be deemed waived.

4. BOARD OF DIRECTORS: The administration of the affairs of the Master Association shall be by a Board of Directors. All powers and duties granted to the Master Association by law, as modified and explained in the Governing Documents, shall be exercised by the Board, subject to approval or consent of the Parcel owners only when such is specifically required.

4.1 Number and Terms of Service. The number of Directors which shall constitute the whole Board of Directors shall initially be 3 and may thereafter be increased to any higher odd number. The initial Directors shall be appointed by and shall serve at the pleasure of the Developer and shall serve for 1 year terms until the Turnover Date. At the Turnover Date, the Board of Directors shall be increased to 5 seats and staggered terms shall be implemented, with 3 Directors elected to 2 year terms and 2 Directors elected to 1 year terms. In the event of tie or if the number of candidates does not exceed the number of available seats, then the Directors shall determine who shall serve the longer initial terms. In all subsequent elections, all Directors shall be elected to a 2 year term. A Director's term will end at the annual election at which his successor is to be duly elected, unless he sooner resigns, or is recalled as provided in 4.4 below. Prior to the Turnover Date, the Developer may amend these Bylaws in order to specify the number of Directors representing a particular Neighborhood or Voting Group who shall initially be elected on the Turnover Date.

4.2 Qualifications. Directors appointed by the Developer need not be members. Directors elected by the membership must be a member or the spouse of a member. If a unit is owned by a corporation, partnership, limited liability company or trust, any officer, director, partner, member, managing member or trustee, or any spouse of such person, shall be eligible to be a Director.

4.3 Vacancies on the Board. If the office of any Director becomes vacant for any reason, other than recall by the membership at a membership meeting, a majority of the remaining Directors, though less than a quorum, shall promptly choose a successor to fill the remaining unexpired term except that vacancies of all Directors appointed by the Developers shall likewise be filled by the Developer. If the Master Association fails to fill vacancies on the Board sufficient to constitute a quorum, or if no member remains on the Board, the vacancy may be filled by the members (via a special meeting of the membership) or any member may apply to the Circuit Court for the appointment of a receiver to manage the Master Association's affairs, in the manner provided by Florida law.

4.4 Removal of Directors. Except for Directors appointed by the Developer, any or all Directors may be removed with or without cause by a majority vote of the Class "A" Members that elected that director, either by a written petition, or at any meeting called for that purpose, in the manner required by Section 720.303(10) of the Act.

4.5 Organizational Meeting. The organizational meeting of a new Board of Directors shall be held

within ten (10) days after the election. The organizational meeting may be held immediately following the election, in which case notice of the meeting may be effectuated by the Board existing prior to the election.

4.6 Other Meetings. Meetings of the Board may be held at such time and place in Collier or Lee County, Florida, as shall be determined from time to time by the President or a majority of the Directors. Notice of meetings shall be given to each Director, personally or by mail, telephone or telegram at least forty-eight (48) hours prior to the day named for such meeting.

4.7 Notice to Owners. A meeting of the Board of Directors occurs whenever a quorum of the Board gathers to conduct Master Association business. All meetings of the Board of Directors shall be open to members except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege, or personnel matters. Notices of all Board meetings shall be posted conspicuously in The Ranch at Orange Blossom for at least forty-eight (48) continuous hours in advance of each Board meeting, except in an emergency. Notice of a Board meeting or committee meeting requiring notice may be provided by electronic transmission to those members who have consented to receiving notice by electronic transmission. In the event of an emergency meeting, any action taken shall be noticed and ratified at the next regular meeting of the Board. In the alternative to the posting requirements discussed above, notice of each Board meeting must be mailed or delivered to each member at least 7 days before the meeting, except in an emergency. An assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments. Members have the right to speak, for at least three (3) minutes, on any matter that is placed on the Board meeting agenda by petition of the membership pursuant to Section 720.303(2)(d) of the Act. The Master Association may adopt reasonable, written rules expanding the rights of members to speak and governing the frequency, duration, and other manner of member statements, (including a sign-up sheet requirement), which rules must be consistent with the minimum requirements of Section 720.303(2)(b) of the Act

4.8 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. If all Directors are present at a meeting, no notice to Directors shall be required.

4.9 Quorum of Directors. A quorum at a Board meeting shall exist when at least a majority of all Directors are present at a duly called meeting. Directors may participate in any meeting of the Board, by a conference telephone call or similar communicative arrangement whereby all persons present can hear all other persons. Participation by such means shall be deemed equivalent to presence in person at a meeting.

4.10 Vote Required. The acts approved by a majority of those Directors present and voting at a meeting at which a quorum exists shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Governing Documents or by applicable statutes. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of officers.

4.11 Adjourned Meetings. The majority of the Directors present at any meeting of the Board, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a specific time and date.

4.12 The Presiding Officer. The President of the Master Association, or in his absence, the Vice-President, shall be the presiding officer at all meetings of the Board of Directors. If neither is present, the

presiding officer shall be selected by majority vote of the Directors present.

4.13 Compensation of Directors and Officers. Neither Directors nor officers shall receive compensation for their services as such. Directors and officers may be reimbursed for all actual and proper out-of-pocket expenses relating to the proper discharge of their respective duties.

4.14 Committees. The Board of Directors may appoint from time to time such standing or temporary committees as the Board deem necessary and convenient for the efficient and effective operation of the Master Association. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee. If required by law, committee meetings shall be open to attendance by any member, and notice of committee meetings shall be posted in the same manner as required in Section 4.7 above for Board meetings, except for such committee meetings between the committee and its attorney with respect to: proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege; or personnel matters. As of the date these Bylaws have been adopted, pursuant to Section 720.303(2) of the Act, the requirements of Section 4.7 shall apply to any committee meeting when the committee makes a final decision regarding the expenditure of Master Association funds, and to meetings of the Architectural Review Committee, unless the meeting is exempted by the Act, as described in the preceding sentence.

5. OFFICERS:

5.1 Officers and Elections. The executive officers of the Master Association shall be a President, and a Vice-President, who must be Directors, a Treasurer and a Secretary, all of whom shall be elected annually by the Board of Directors. Any officer may be removed with or without cause by vote of a majority of all Directors at any meeting. Any person may hold two or more offices. The Board may, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Master Association. If the Board so determines, there may be more than one Vice-President.

5.2 President. The President shall be the chief executive officer of the Master Association; he shall preside at all meetings of the members and Directors, shall be ex-officio a member of all standing committees, shall have general and active management of the business of the Master Association, and shall see that all orders and resolutions of the Board are carried into effect. He shall execute bonds, mortgages and other contracts requiring seal of the Master Association, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board of Directors to some other officer or agent of the Master Association.

5.3 Vice-Presidents. The Vice-Presidents in the order of their seniority shall, in the absence or disability of the President, perform the duties and exercise the powers of the President; and they shall perform such other duties as the Board of Directors shall assign.

5.4 Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the members and shall cause all votes and the minutes of all proceedings to be recorded in a book or books to be kept for the purpose, and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the members and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board or the President. He shall keep in safe custody the seal of the Master Association and, when authorized by the Board, affix the same to any instrument

requiring it. The Secretary shall be responsible for the proper recording of all duly adopted amendments to the governing documents. Any of the foregoing duties may be performed by an Assistant Secretary, if one has been designated, or by the Master Association's property manager.

5.5 Treasurer. The Treasurer shall be responsible for Master Association funds and securities, the keeping of full and accurate amounts of receipts and disbursements in books belonging to the Master Association, and the deposit of all monies and other valuable effects in the name and to the credit of the Master Association in such depositories as may be designated by the Board of Directors. He shall oversee the disbursement of the funds of the Master Association, keeping proper vouchers for such disbursements, and shall render to the President and Directors, at the meetings of the Board, or whenever they may require it, an accounting of all transactions and of the financial condition of the Master Association. Any of the foregoing duties may be performed by an Assistant Treasurer, if any has been designated, or by the Master Association's property manager.

6. FISCAL MATTERS: The provisions for fiscal management of the Master Association set forth in the Declaration shall be supplemented by the following provisions:

6.1 Depository. The Master Association shall maintain its funds in such financial institutions authorized to do business in the State of Florida as shall be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board.

6.2 Budget. The Board of Directors shall adopt a budget of common expenses for each fiscal year. A copy of the proposed budget and a notice stating the time, date and place of the meeting of the Board at which the budget will be adopted shall be mailed to each member not less than fourteen (14) days prior to that meeting. The proposed budget shall reflect the estimated revenues and expenses for that year by categories, as well as the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges for recreational amenities, whether owned by the Master Association, the Developer, or another person.

6.3 Reserves for Capital Expenditures and Deferred Maintenance. In addition to annual operating expenses, the proposed budget may include reserve accounts for capital expenditures and deferred maintenance. Any reserves collected may be utilized in the manner the Board determines in its discretion, unless the reserves are specifically classified as "restricted reserves" in which case those funds and any interest thereon shall be utilized only for their intended, restricted purpose, unless the Neighborhood Voting Representatives representing a majority of the voting interests present, in person or by proxy, at a meeting called for such purpose, vote to utilize "restricted reserves" for other than the intended, restricted purpose.

6.4 Assessments. Regular annual assessments based on the adopted budget shall be paid either monthly, or quarterly, as determined by the Board. Failure to send or receive notice of assessments shall not excuse the obligation to pay. If an annual budget has not been adopted at the time the first installment for a fiscal year is due, it shall be presumed that the amount of such installment is the same as the last installment and shall be continued at such rate until a budget is adopted and pro rata assessments are calculated, at which time any overage or shortage shall be added or subtracted from each unit's next due installment.

6.5 Special Assessments. Special assessments may be imposed by the Board of Directors when necessary to meet unusual, unexpected, unbudgeted, or non-recurring expenses. Special assessments are due on the day specified in the resolution of the Board approving such assessments. Subsequent to transition

from Developer control of the Board of Directors, no special assessment shall be levied unless it is first approved by the Neighborhood Voting Representatives representing two-thirds (2/3) of the voting interests. An assessment may not be levied at a Board meeting unless a written notice of the meeting is provided to each member at least fourteen (14) days before the meeting, which notice includes a statement that assessments will be considered at the meeting and the nature of the assessments. Written notice of any meeting at which special assessments will be considered must be mailed, delivered, or electronically transmitted (to the extent permitted by law) to the members and posted conspicuously in The Ranch at Orange Blossom or broadcast on closed-circuit television not less than fourteen (14) days before the meeting.

6.6 Fidelity Bonds. The Treasurer, and all other officers who are authorized to sign checks, and all other persons having access to or control of Master Association funds, shall be bonded in such amounts as may be required by law or otherwise determined by the Board of Directors. The premiums on such bonds shall be a common expense.

6.7 Financial Reporting. Within 60 days following the end of the fiscal year, the Board of Directors shall mail or furnish by personal delivery to each member a financial report for the previous 12 months. The financial report shall be prepared in accordance with Section 720.303(7) of the Act.

6.8 Fiscal Year. The fiscal year shall be the calendar year, unless modified by the Board of Directors.

7. RULES AND REGULATIONS. USE RESTRICTIONS: The Board of Directors may, from time to time, adopt and amend rules and regulations subject to any limits contained in the Declaration. Written notice of any meeting at which rules that regulate the use of Parcels may be adopted, amended, or revoked must be mailed, delivered, or electronically transmitted (to the extent permitted by law) to the members and posted conspicuously in The Ranch at Orange Blossom or broadcast on closed-circuit television not less than fourteen (14) days before the meeting. A written notice concerning changes to the rules that regulate the use of Parcels must include a statement that changes to the rules regarding the use of Parcels will be considered at the meeting. Copies of such rules and regulations shall be furnished to each Parcel owner. Any rule or regulation created and imposed by the Board must be reasonably related to the promotion of health, happiness and peace of mind of the Parcel owners and uniformly applied and enforced. Subsequent to transition, and as long as Developer owns a Parcel, no new or amended rule shall be effective unless Developer grants its approval in writing, which approval may be denied in Developer's discretion.

8. COMPLIANCE AND DEFAULT: REMEDIES: In addition to the remedies provided elsewhere in the Governing Documents, the following provisions shall apply:

8.1 Obligations of Members; Remedies At Law Or In Equity; Levy of Fines and Suspension of Use Rights.

A. Each member and the member's tenants, guests and invitees, are governed by, and must comply with the Act, and the Governing Documents. Actions at law or in equity, or both, to redress alleged failure or refusal to comply with these provisions may be brought by the Master Association or by any member against:

- (1) The Master Association;

- (2) A member;
- (3) Any tenants, guests, or invitees occupying a parcel or using the Common Area; and
- (4) A Neighborhood Association.

The prevailing party in any such litigation is entitled to recover reasonable attorney's fees and costs. This section does not deprive any person of any other available right or remedy. Certain disputes must be submitted to dispute resolution procedures conducted by the Division of Florida Land Sales, Condominiums and Mobile Homes ("Division") as more particularly set forth in Section 720.311 of the Act.

B. The Master Association may suspend, for a reasonable period of time, the rights of a member or a member's, tenants, guests or invitees to use the Common Area and may levy reasonable fines against Parcel owners, in those cases in which Owners commit violations of Florida law governing homeowners' associations, the provisions of the Governing Documents, or condone such violations by their family members, tenants, guests, or invitees. The fines shall be in an amount deemed necessary by the Board to deter future violations, but in no event shall any fine exceed the maximum amounts allowed by law. The procedure for suspending use rights and imposing such fines shall be as follows:

C. A fine or suspension may not be imposed without notice of at least fourteen (14) days to the person sought to be fined or suspended and opportunity for hearing before a committee of at least three members appointed by the Board who are not officers, directors, or employees of the Master Association, or the spouse, parent, child, brother or sister of an officer, director or employee, and the notice shall include:

- (1) A statement of the date, time and place of the hearing;
- (2) A statement of the provisions of Florida law and/or the Governing Documents which have allegedly been violated; and,
- (3) A short and plain statement of the matters asserted by the Master Association.

D. The party against whom the fine may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Master Association. The Parcel Owner shall be the party ultimately responsible for payment of a fine, regardless of whether the fine relates to conduct by a tenant, family member, invitee or guest. Fines shall not be secured by a lien against the Parcel, unless permitted by the Act.

E. If the Committee, by majority vote, does not approve the fine or suspension, it may not be imposed.

F. The Master Association may suspend Common Area use rights and levy fines because of the failure of the member to pay assessments or other charges when due in the manner set forth above, except that the Board of Directors may do so without the need for involvement of a Committee of members other than the Board.

G. Suspension of Common Area use rights shall not impair the right of an Owner or tenant of a Parcel to have vehicular and pedestrian ingress to and egress from the Parcel, including, but not limited to, the right to park.

H. The Master Association may not suspend the voting rights of a member.

8.2 Availability of Remedies. Each member, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of violations regardless of the harshness of the remedy utilized by the Master Association and regardless of the availability of other legal remedies. It is the intent of all members to give the Master Association methods and procedures which will enable it to operate on a businesslike basis, to collect those monies due it and to preserve the majority's right to enjoy The Ranch at Orange Blossom free from unreasonable restraint and annoyance.

9. AMENDMENT OF BYLAWS: Amendments to these Bylaws shall be proposed and adopted in the following manner:

9.1 Proposal. Amendments to these Bylaws may be proposed by the Board of Directors or by written petition to the Board signed by the Neighborhood Voting Representatives representing at least one-fourth (1/4) of the voting interests.

9.2 Procedure. Upon any amendment or amendments to these Bylaws being proposed by said Board or Neighborhood Voting Representatives, such proposed amendment or amendments shall be submitted to a vote of the Neighborhood Voting Representatives not later than the next annual meeting for which proper notice can still be given.

9.3 Vote Required. Prior to transition of control of the Board of Directors from the Developer, amendments shall be adopted by the Developer. Subsequent to transition of control of the Board of Directors, a proposed amendment to these Bylaws shall be adopted if it is approved by the Neighborhood Voting Representatives representing not less than two-thirds (2/3) of the voting interests at any annual or special meeting, provided that notice of the proposed amendment has been given to the members in accordance with law. As long as Developer owns a Parcel in The Ranch at Orange Blossom, an amendment to the Bylaws shall not be effective without the prior written consent of Developer, which consent may be denied in Developer's discretion, provided, further, that regardless of whether Developer owns a Parcel, no amendment shall be effective if it affects Developer's rights or alters a provision herein made for Developer's benefit. Amendment of these Bylaws requires prior written approval of HUD/VA as long as there is a Class "B" membership.

9.4 Certificate; Recording. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Bylaws, which certificate shall be in the form required by law and shall be executed by the President or Vice-President with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Collier County, Florida.

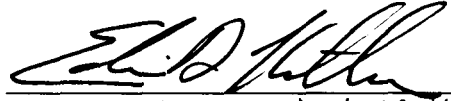
10. MISCELLANEOUS:

10.1 Gender. Whenever the masculine or singular form of a pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, as the context requires.

10.2 Severability. Should any portion hereof be void or become unenforceable, the remaining provisions of the instrument shall remain in full force and effect.

10.3 Conflict. If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Bylaws and the Declaration or Articles of Incorporation, the provisions of the Declaration or Articles of Incorporation shall prevail over the provisions of these Bylaws, and the Declaration shall prevail over the Articles.

The foregoing were adopted as the first Bylaws of The Ranch at Orange Blossom Master Association, Inc. on this 10th day of JANUARY 2006.



Print Name: EDWIN D. STACKHOUSE
Its: PRESIDENT

468598.070479.0092 v2





FORM #9145
Rev. 06/06

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE PERMIT NO. 11-02432-P**

DATE ISSUED: SEPTEMBER 14, 2005

PERMITTEE: BRIAN PAUL FAMILY LIMITED PARTNERSHIP
(ORANGE BLOSSOM RANCH)
PO BOX 2357,
LABELLE, FL 33925-2357

PROJECT DESCRIPTION: CONSTRUCTION AND OPERATION OF A SURFACE WATER MANAGEMENT SYSTEM SERVING A 530.24 ACRE RESIDENTIAL DEVELOPMENT OF THE TOTAL 623.59 ACRE MIXED-USE RESIDENTIAL/COMMERCIAL DEVELOPMENT KNOWN AS ORANGE BLOSSOM RANCH AND CONCEPTUAL APPROVAL OF A SURFACE WATER MANAGEMENT SYSTEM SERVING THE REMAINING 93.35 ACRES OF THE PROJECT WITH DISCHARGE INTO GOLDEN GATE CANAL.

PROJECT LOCATION: COLLIER COUNTY, SECTION 13,14,24 TWP 48S RGE 27E
SECTION 18,19 TWP 48S RGE 28E

PERMIT DURATION: See Special Condition No:1. See attached Rule 40E-4.321, Florida Administrative Code.

This Permit is issued pursuant to Application No. 040803-20, dated July 2, 2004. Permittee agrees to hold and save the South Florida Water Management District and its successors harmless from any and all damages, claims or liabilities which may arise by reason of the construction, operation, maintenance or use of activities authorized by this Permit. This Permit is issued under the provisions of Chapter 373, Part IV Florida Statutes (F.S.), and the Operating Agreement Concerning Regulation Under Part IV, Chapter 373 F.S., between South Florida Water Management District and the Department of Environmental Protection. Issuance of this Permit constitutes certification of compliance with state water quality standards where necessary pursuant to Section 401, Public Law 92-500, 33 USC Section 1341, unless this Permit is issued pursuant to the net improvement provisions of Subsections 373.414(1)(b), F.S., or as otherwise stated herein.

This Permit may be transferred pursuant to the appropriate provisions of Chapter 373, F.S. and Sections 40E-1.6107(1) and (2), and 40E-4.351(1), (2), and (4), Florida Administrative Code (F.A.C.). This Permit may be revoked, suspended, or modified at any time pursuant to the appropriate provisions of Chapter 373, F.S. and Sections 40E-4.351(1), (2), and (4), F.A.C.

This Permit shall be subject to the General Conditions set forth in Rule 40E-4.381, F.A.C., unless waived or modified by the Governing Board. The Application, and the Environmental Resource Permit Staff Review Summary of the Application, including all conditions, and all plans and specifications incorporated by reference, are a part of this Permit. All activities authorized by this Permit shall be implemented as set forth in the plans, specifications, and performance criteria as set forth and incorporated in the Environmental Resource Permit Staff Review Summary. Within 30 days after completion of construction of the permitted activity, the Permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual, pursuant to the appropriate provisions of Chapter 373, F.S. and Sections 40E-4.361 and 40E-4.381, F.A.C.

In the event the property is sold or otherwise conveyed, the Permittee will remain liable for compliance with this Permit until transfer is approved by the District pursuant to Rule 40E-1.6107, F.A.C.

SPECIAL AND GENERAL CONDITIONS ARE AS FOLLOWS:

- SEE PAGES 2 - 4 OF 7 (23 SPECIAL CONDITIONS).
- SEE PAGES 5 - 7 OF 7 (19 GENERAL CONDITIONS).

SOUTH FLORIDA WATER MANAGEMENT DISTRICT, BY ITS GOVERNING BOARD

On _____ ORIGINAL SIGNED BY:
By _____ ELIZABETH VEGUILLA
DEPUTY CLERK

ENVIRONMENT D

SPECIAL CONDITIONS

1. The conceptual phase of this permit shall expire on September 14, 2007. The construction phase of this permit shall expire on September 14, 2010.
2. Operation of the surface water management system shall be the responsibility of ORANGE BLOSSOM MASTER ASSOCIATION, INC. Within one year of permit issuance or concurrent with the engineering certification of construction completion, whichever comes first, the permittee shall submit a copy of the recorded deed restrictions (or declaration of condominium, if applicable), a copy of the filed articles of incorporation, and a copy of the certificate of incorporation for the association.
3. Discharge Facilities:

Basin: A, Structure: CS1A-1

1-1' W X 1.15' H SHARP CRESTED weir with crest at elev. 14' NGVD.
 1-5.65' W X .8' H RECTANGULAR ORIFICE with invert at elev. 13' NGVD.
 2200 LF of 4' dia. REINFORCED CONCRETE PIPE culvert.

Receiving body : Golden Gate Canal.
 Control elev : 13 feet NGVD.

Basin: A, Structure: CS1A-2

1-1' W X 1.15' H SHARP CRESTED weir with crest at elev. 14' NGVD.
 1-5.65' W X .8' H RECTANGULAR ORIFICE with invert at elev. 13' NGVD.
 2200 LF of 4' dia. REINFORCED CONCRETE PIPE culvert.

Receiving body : Golden Gate Canal.
 Control elev : 13 feet NGVD.

Basin: B

1-1' W X 2.43' H SHARP CRESTED weir with crest at elev. 13.37' NGVD.
 1-6' W X .23' H RECTANGULAR ORIFICE with invert at elev. 13' NGVD.
 100 LF of 3.5' dia. REINFORCED CONCRETE PIPE culvert.

Receiving body : Golden Gate Canal.
 Control elev : 13 feet NGVD.

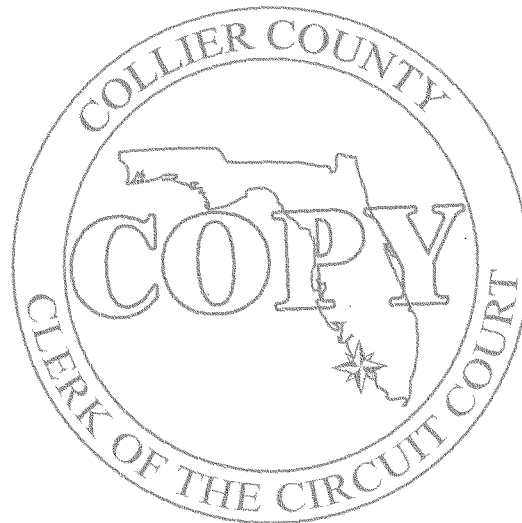
4. The permittee shall be responsible for the correction of any erosion, shoaling or water quality problems that result from the construction or operation of the surface water management system.
5. Measures shall be taken during construction to insure that sedimentation and/or turbidity violations do not occur in the receiving water.
6. The District reserves the right to require that additional water quality treatment methods be incorporated into the drainage system if such measures are shown to be necessary.
7. Lake side slopes shall be no steeper than 4:1 (horizontal:vertical) to a depth of two feet below the control elevation. Side slopes shall be nurtured or planted from 2 feet below to 1 foot above control elevation to insure vegetative growth, unless shown on the plans.
8. Facilities other than those stated herein shall not be constructed without an approved modification of this permit.
9. A stable, permanent and accessible elevation reference shall be established on or within one hundred (100) feet of all permitted discharge structures no later than the submission of the certification report. The location of the elevation reference

must be noted on or with the certification report.

10. The permittee shall provide routine maintenance of all of the components of the surface water management system in order to remove all trapped sediments/debris. All materials shall be properly disposed of as required by law. Failure to properly maintain the system may result in adverse flooding conditions.
11. This permit is issued based on the applicant's submitted information which reasonably demonstrates that adverse water resource related impacts will not be caused by the completed permit activity. Should any adverse impacts caused by the completed surface water management system occur, the District will require the permittee to provide appropriate mitigation to the District or other impacted party. The District will require the permittee to modify the surface water management system, if necessary, to eliminate the cause of the adverse impacts.
12. Minimum building floor elevation:
BASIN: A - 16.50 feet NGVD.
BASIN: B - 16.50 feet NGVD.
13. Minimum road crown elevation:
Basin: A - 15.25 feet NGVD.
Basin: B - 15.20 feet NGVD.
14. Minimum parking lot elevation:
Basin: A - 15.00 feet NGVD.
Basin: B - 15.00 feet NGVD.
15. Future commercial parcel shall provide a minimum dry pre-treatment volume of 1/2 inch of runoff prior to discharge into the master surface water management system.
16. Prior to any future construction, the permittee shall apply for and receive a permit modification. As part of the permit application, the applicant for that phase shall provide documentation verifying that the proposed construction is consistent with the design of the master surface water management system, including the land use and site grading assumptions.
17. If the impervious coverage on the commercial tract exceeds the allowable impervious area of 70%, additional water quality and quantity storage shall be addressed within the limits of the commercial tract.
18. The permittee shall retain the services of a professional archaeologist to monitor the project while site alteration activities (grading, excavation, etc.) are being conducted. If historical/ archaeological artifacts are discovered, site alteration activities shall be discontinued until such time as the Florida Department of State, Division of Historical Resources grants authorization to resume work.
19. The District has received correspondence from the Florida Department of State, Division of Historical Resources indicating that significant archaeological and historical sites may be present, and recommended a Cultural Resource Assessment Survey be conducted for the project site. Please refer to Special Condition No. 20 regarding conducting an Cultural Resource Assessment Survey and fortuitous finds or unexpected discoveries during activities on the project site.
20. If prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, the permitted project should cease all activities involving subsurface disturbance in the immediate vicinity of such discoveries. The permittee, or other designee, should contact the Florida Department of State, Division of Historical Resources, Review and Compliance Section at (850-) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Project activities should not resume without verbal and/or written authorization from the Division of Historical Resources. In the event that unmarked human remains are encountered during permitted activities, all work shall stop

immediately and the proper authorities notified in accordance with Section 872.05, Florida Statutes.

21. Exhibits "E" and "F" of the Property Owners Association documents incorporated by reference and shall be retained in the permit file.
22. The Permittee shall utilize the criteria contained in the Construction Pollution Prevention Plan (Exhibit "E" of the Property Owners Association Documents) and on the applicable approved construction drawings for the duration of the projects construction activities.
23. The Permittee shall utilize the criteria contained in the Urban Stormwater Management Program (Exhibit "F" of the Property Owners Association Documents) for post construction activities.



GENERAL CONDITIONS

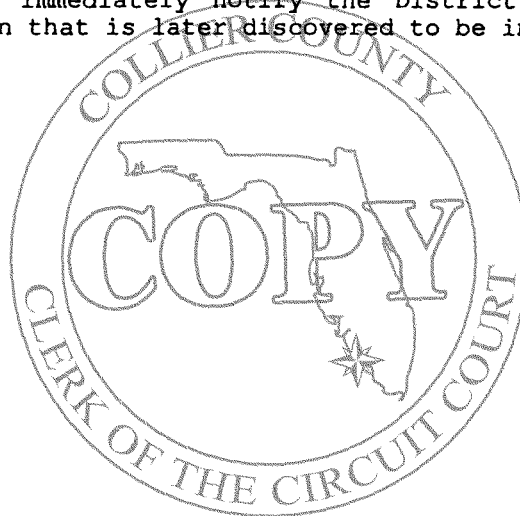
1. All activities authorized by this permit shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit and Part IV, Chapter 373. F.S.
2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
3. Activities approved by this permit shall be conducted in a manner which does not cause violations of State water quality standards. The permittee shall implement best management practices for erosion and pollution control to prevent violation of State water quality standards. Temporary erosion control shall be implemented prior to and during construction, and permanent control measures shall be completed within 7 days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into the receiving waterbody exists due to the permitted work. Turbidity barriers shall remain in place at all locations until construction is completed and soils are stabilized and vegetation has been established. All practices shall be in accordance with the guidelines and specifications described in Chapter 6 of the Florida Land Development Manual; A Guide to Sound Land and Water Management (Department of Environmental Regulation, 1988), incorporated by reference in Rule 40E-4.091, F.A.C. unless a project-specific erosion and sediment control plan is approved as part of the permit. Thereafter the permittee shall be responsible for the removal of the barriers. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
4. The permittee shall notify the District of the anticipated construction start date within 30 days of the date that this permit is issued. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District an Environmental Resource Permit Construction Commencement Notice Form Number 0960 indicating the actual start date and the expected construction completion date.
5. When the duration of construction will exceed one year, the permittee shall submit construction status reports to the District on an annual basis utilizing an annual status report form. Status report forms shall be submitted the following June of each year.
6. Within 30 days after completion of construction of the permitted activity, the permittee shall submit a written statement of completion and certification by a professional engineer or other individual authorized by law, utilizing the supplied Environmental Resource/Surface Water Management Permit Construction Completion/Certification Form Number 0881A, or Environmental Resource/Surface Water Management Permit Construction Completion Certification - For Projects Permitted prior to October 3, 1995 Form No. 0881B, incorporated by reference in Rule 40E-1.659, F.A.C. The statement of completion and certification shall be based on onsite observation of construction or review of as-built drawings for the purpose of determining if the work was completed in compliance with permitted plans and specifications. This submittal shall serve to notify the District that the system is ready for inspection. Additionally, if deviation from the approved drawings are discovered during the certification process, the certification must be accompanied by a copy of the approved permit drawings with deviations noted. Both the original and revised specifications must be clearly shown. The plans must be clearly labeled as "as-built" or "record" drawings. All surveyed dimensions and elevations shall be certified by a registered surveyor.
7. The operation phase of this permit shall not become effective: until the permittee has complied with the requirements of condition (6) above, and submitted a request

for conversion of Environmental Resource Permit from Construction Phase to Operation Phase, Form No. 0920; the District determines the system to be in compliance with the permitted plans and specifications; and the entity approved by the District in accordance with Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit Applications within the South Florida Water Management District, accepts responsibility for operation and maintenance of the system. The permit shall not be transferred to such approved operation and maintenance entity until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall initiate transfer of the permit to the approved responsible operating entity if different from the permittee. Until the permit is transferred pursuant to Section 40E-1.6107, F.A.C., the permittee shall be liable for compliance with the terms of the permit.

8. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the initiation of the permitted use of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of the phase or portion of the system to a local government or other responsible entity.
9. For those systems that will be operated or maintained by an entity that will require an easement or deed restriction in order to enable that entity to operate or maintain the system in conformance with this permit, such easement or deed restriction must be recorded in the public records and submitted to the District along with any other final operation and maintenance documents required by Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit applications within the South Florida Water Management District, prior to lot or units sales or prior to the completion of the system, whichever comes first. Other documents concerning the establishment and authority of the operating entity must be filed with the Secretary of State, county or municipal entities. Final operation and maintenance documents must be received by the District when maintenance and operation of the system is accepted by the local government entity. Failure to submit the appropriate final documents will result in the permittee remaining liable for carrying out maintenance and operation of the permitted system and any other permit conditions.
10. Should any other regulatory agency require changes to the permitted system, the permittee shall notify the District in writing of the changes prior to implementation so that a determination can be made whether a permit modification is required.
11. This permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 40E-4 or Chapter 40E-40, F.A.C..
12. The permittee is hereby advised that Section 253.77, F.S. states that a person may not commence any excavation, construction, or other activity involving the use of sovereign or other lands of the State, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required lease, license, easement, or other form of consent authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on sovereignty lands or other state-owned lands.
13. The permittee must obtain a Water Use permit prior to construction dewatering, unless the work qualifies for a general permit pursuant to Subsection 40E-20.302(3), F.A.C., also known as the "No Notice" Rule.
14. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any system authorized by the

permit.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding, unless a specific condition of this permit or a formal determination under Section 373.421(2), F.S., provides otherwise.
16. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of a permitted system or the real property on which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of Rules 40E-1.6105 and 40E-1.6107, F.A.C.. The permittee transferring the permit shall remain liable for corrective actions that may be required as a result of any violations prior to the sale, conveyance or other transfer of the system.
17. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with the plans and specifications approved by the permit.
18. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the appropriate District service center.
19. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.



Orange Blossom Ranch Phase 1A
Latitude: 26° 17' 46.4" Longitude: 81° 33' 53.6"
CONSTRUCTION POLLUTION PREVENTION PLAN

SITE DESCRIPTION	
Project Name and Location: (Latitude, Longitude, or Address)	Orange Blossom Ranch Phase 1A Latitude: 26° 17' 46.4" Longitude: 81° 33' 53.6"
Owner Name and Address:	Pulte Home Corp. 9148 Bonita Beach Road Bonita Springs, FL 34135
Description: (Purpose and Types of Soil Disturbing Activities)	A Single Family Subdivision.
<p>This project includes clearing, grubbing, lake excavation, storm water infrastructure installation, utility installation, road construction, grading and compacting, and single family home construction for a currently undeveloped 94 acre tract of land in Collier County, Florida.</p> <p>Soil disturbing activities will include: erosion and sediment controls; clearing and grubbing, invasive exotic removal, excavation for detention lakes, material import and balance, storm sewer and utility installation, road construction, excavation for building footers; secondary lot drainage; lot and parcel grading, and preparation for final planting, sodding and seeding.</p>	
Runoff Coefficient	The final coefficient of runoff for the site will be $c = 0.70$
Site Area	The site is approximately 94 acres
Sequence of Major Activities	
<p>The order of activities will be as follows:</p> <ol style="list-style-type: none"> 1. Installation of sediment controls. 2. Evasive Exotic Vegetation Removal. 3. Clearing and Grubbing. 4. Lake Excavation and Material Balance. 5. Storm Sewer and Storm Structure Installation. 6. Underground Utility Installation. 7. Curb and Gutter Installation. 8. Roadway Grading, Compacting, and Surfacing. 9. Excavation and Grading for Roadway Landscape Installation. 	<ol style="list-style-type: none"> 10. Stabilization of denuded areas and stockpiles within 7 days of last construction activity in that area. 11. Rough grading for building foundations. 12. Excavation for building foundations. 13. Installation of secondary lot drainage. 14. Final grading for lot drainage and landscaping. 15. Installation of permanent landscape material, sod and mulch for single family homes. 16. Removal of erosion control devices after landscaping and sod has been established.
Applicable BMP's	<p>Land Development: Silt Fence, Sand/Rock Bags, Water Truck, Floating Turbidity Barrier, Sod, Seed, Mulch.</p> <p>Home Building: Silt Fence, Sand/Rock Bags, Sod, Seed and Mulch</p>
Name of Receiving Waters:	Golden Gate Main Canal.
Primary Outfall:	Latitude: 26° 17' 57.9" Longitude: 81° 33' 43.8"
Soil Information:	Clean sand from on-site lake excavation makeup this site. This site has passed a phase I environmental audit.

EXHIBIT E

CONTROLS

Erosion and Sediment Controls

Stabilization Practices

Temporary Stabilization – Stock piles and disturbed portions of the site where construction activity temporarily ceases for a least 7 days will be stabilized with temporary sod or seed and mulch no later than 7 days from the last construction activity in that area. The temporary sod shall be Bahia or an equal substitute. The temporary seed shall be Rye (grain) applied at the rate of 120 pounds per acre. After seeding, each area shall be mulched with 4,000 pounds per acre of straw. The straw mulch is to be tacked into place by a disk with blades set nearly straight. Areas of the site which are to be paved will be temporarily stabilized with primed limerock base. Construction access shall be stabilized with 57 stone or a suitable substitute to minimize soil migration off-site from vehicular traffic.

Permanent Stabilization - Disturbed portions of the site where construction activities have permanently ceased shall be stabilized with permanent seed or sod no later than 7 days after the last construction activity.

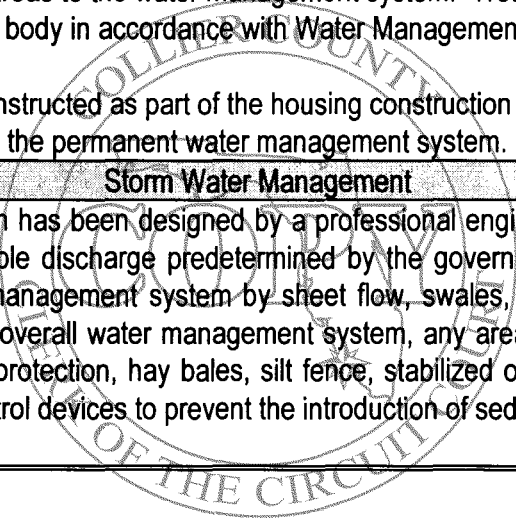
Structural Practices

Wet detention lakes will be constructed as the permanent water management system for this project. Storm sewer will be used to convey runoff from developed areas to the water management system. Treatment of this runoff will occur prior to discharge to the down-stream receiving body in accordance with Water Management District rules and the site ERP.

Temporary Detention Swales will be constructed as part of the housing construction for collection of surface water runoff and pretreatment prior to discharging to the permanent water management system.

Storm Water Management

The surface water management system has been designed by a professional engineer to limit discharge rates from a 25-year, 3-day storm event to the allowable discharge predetermined by the governing water management district. Storm water will be conveyed to the water management system by sheet flow, swales, valley gutter, drainage structures, and storm sewer. Upon completion of the overall water management system, any areas still under construction will use Best Management Practices including inlet protection, hay bales, silt fence, stabilized overland flow, a spreader swale, or any other suitable turbidity and erosion control devices to prevent the introduction of sediments or point discharge into the water management system.



OTHER CONTROLS**Waste Disposal****Waste Materials**

All waste materials will be collected and stored in metal or wood dumpsters rented from a licensed solid waste management company. The dumpsters will meet all state and local solid waste management regulations. All trash and construction debris from the site will be deposited in the dumpsters. The dumpster will be emptied as required due to use and/or state and local regulations, and the trash will be hauled to the licensed solid waste disposal facility. No construction waste materials will be buried onsite or allowed offsite, and, in no cases, will construction debris enter the existing water management system. All personnel will be instructed regarding the correct procedure for waste disposal. Notices stating these practices will be posted in the office trailer and the Project Superintendent will be responsible for ensuring proper implementation and adherence to these procedures.

Hazardous Waste

All hazardous waste materials will be disposed of in the manner specified by local or State regulations or by the manufacturer. Site personnel will be instructed in these practices, and the Project Superintendent will be responsible for implementation and adherence to these practices.

Sanitary Waste

All portable units shall be placed a minimum of ten feet off of back of curb and/or any pavement.

All portable units shall be placed a minimum of ten feet away from any storm inlets or structures.

All portable units shall be placed on level ground and satisfactorily anchored or stabilized to prevent over-turning of the unit.

All sanitary waste will be collected from the portable units by a licensed sanitary waste management contractor in accordance with local regulation.

All portable units shall be promptly removed from the site when no longer required for construction/on-site personnel.

Off-site Vehicle Tracking

A stabilized construction entrance will be provided to help reduce vehicle tracking of sediments. The paved street adjacent to the site entrance will be swept as needed to remove any excess mud, dirt or rock tracked from the site. Dump trucks hauling material to or from the construction site will be covered with a tarpaulin. A water truck shall be used to reduce dust and airborne particulates from migrating off-site as needed.

TIMING OF CONTROLS/MEASURES

As indicated in the Sequence of Major Activities, the erosion control devices, stabilized construction entrance and temporary detention basins will be constructed prior to the start of vertical construction. Areas where construction activity temporarily ceases for more the 7 days will be stabilized with temporary seed and mulch within 7 days of the last disturbance. Once construction activity ceases permanently in an area, that area will be stabilized with permanent sod or seed and mulch. Erosion control devices will be removed upon the completion of construction.

CERTIFICATION OF COMPLIANCE WITH FEDERAL, STATE, AND LOCAL REGULATIONS

The storm water pollution prevention plan reflects the United States Environmental Protection Agency and the South Florida Water Management District (SFWWD) requirements for storm water management and erosion and sediment control, as established in the Chapter 40E-4 FAC and Chapter 373 FS.

MAINTENANCE/INSPECTION PROCEDURES

Erosion and Sediment Control Inspection and Maintenance Practices

These are the inspection and maintenance practices that will be used to maintain erosion and sediment controls.

- All control measures will be inspected at least once each week and following any storm event of 0.50 inches or greater.
- All measures will be maintained in good working order; if a repair is necessary, it will be completed within 7 days of discovery.
- Built up sediment will be removed from silt fence when it has reached one-half the height of the fence.
- Silt fence will be inspected for depth of sediment, tears, integrity of the fabric attachment to the fence posts, and for stability of fence posts in the ground.
- Any perimeter berms will be inspected, and any breaches shall be promptly repaired.
- Temporary and permanent grassing and planting will be inspected for bare spots, washouts, and healthy growth.
- A maintenance inspection report will be made after each inspection. A copy of the report form to be completed by the inspector is attached.

NON-STORM WATER DISCHARGES

It is expected that the following non-storm water discharges will occur from the site during the construction period:

- Temporary dewatering may occur during lake excavation. Temporary on-site containment areas will be constructed for retention, for ground water recharge and to assure that water is not discharged off-site. Containment areas will be restored to design elevations upon completion of dewatering.
- Pavement wash waters (where no spills or leaks of toxic or hazardous materials have occurred).
- Temporary construction water for general construction purposes such as landscape irrigation.

All non-storm water discharges will be directed to the detention lakes prior to discharge.

INVENTORY FOR POLLUTION PREVENTION PLAN

The materials or substances listed below are expected to be present onsite during construction:

- | | |
|-----------------------------------|----------------------------|
| ■ Concrete/Stucco | ■ Fertilizers |
| ■ Detergents | ■ Petroleum Based Products |
| ■ Paints (enamel and latex) | ■ Cleaning Solvents |
| ■ Metal Studs | ■ Wood |
| ■ Asphaltic Concrete/Brick Pavers | ■ Masonry Block |
| ■ Tar | ■ Roofing Shingles/Tiles |

SPILL PREVENTION**Material Management Practices**

The following are the material management practices that will be used to reduce the risk of spill or other accidental exposure of materials and substances to storm water runoff.

Good Housekeeping

The following good housekeeping practices will be followed onsite during the construction project.

- An effort will be made to store only enough material required for construction.
- All materials stored onsite will be stored in a neat, orderly manner in the appropriate containers and, if possible, under a roof or other enclosure.
- Products will be kept in their original containers with the original manufacturer's label.
- Substances will not be mixed with one another unless recommended by the manufacturer.
- Whenever possible, all of a product will be used up before disposing of a container.
- Manufacturers' recommendations for proper use and disposal will be followed.
- The Project Superintendent will inspect the site daily to ensure proper use and disposal of materials.

Hazardous Products

These practices are used to reduce the risks associated with hazardous materials.

- Products will be kept in original containers unless they are not re-sealable.
- Original labels and material safety data will be retained; they contain important product information.
- If surplus product must be disposed of, manufacturers or local and State recommended methods for proper disposal will be followed.

Product Specific Practices

The following product specific practices will be followed onsite:

Petroleum Products

All onsite vehicles will be monitored for leaks and receive regular preventive maintenance to reduce the chance of leakage. Petroleum products will be stored in tightly sealed containers which are clearly labeled. Any asphalt substances used onsite will be applied according to the manufacturer's recommendations.

Any Diesel storage drums will have a lined containment area around them to prevent fuel from ground contact.

Fertilizers

Fertilizers will be applied as recommended by the manufacturer. Once applied, fertilizer will be worked into the soil to limit exposure to storm water. Storage will be in a covered shed. The contents of any partially used bags of fertilizer will be transferred to a sealable plastic container to avoid spills.

Paints

All containers will be tightly sealed and stored when not required for use. Excess paint will not be discharged to the storm sewer system. If disposal is required, it will be in accordance with the manufacturers' instructions or State and Local regulations.

Concrete Trucks

Concrete trucks will be allowed to wash out or discharge surplus concrete or drum wash on the site at a predetermined location. The water will be detained to let the concrete settle prior to discharging into the surface water system. Any remaining concrete in the wash out area will be removed and disposed of properly once the wash out area is no longer required.

Spill Control Practices

In addition to the good housekeeping and material management practices discussed in the previous sections of the plan, the following practices will be followed for spill prevention and cleanup:

- Manufacturers' recommended methods for spill clean up will be clearly posted and site personnel will be made aware of the procedures and the locations of the information and clean up supplies.
- Materials and equipment necessary for spill clean up will be kept in the material storage area onsite. Equipment and materials will include but not be limited to brooms, dust pans, mops, rags, gloves, goggles, kitty litter, sand, sawdust, plastic and metal trash containers specifically for this purpose.
- All spills will be cleaned up immediately after discovery.
- The spill area will be kept well ventilated and personnel will wear appropriate protective clothing to prevent injury from contact with hazardous substances.
- Spills of toxic or hazardous material will be reported to the appropriate State or local government agency, if over the reportable quantity. The MSDS for all hazardous waste products will be on site and that; "40 CFR 117 requires the operator to contact the State Warning Point at 800-320-0519 or 850-413-9911 In the event of a spill in the excess of a reportable quantity".
- The spill prevention plan will be adjusted to include measures to prevent this type of spill from reoccurring as well as how to clean up the spill should one occur again. A description of the spill, what caused it, and the cleanup measures will also be included.
- The Project Superintendent will also act in the capacity of spill prevention and cleanup coordinator.

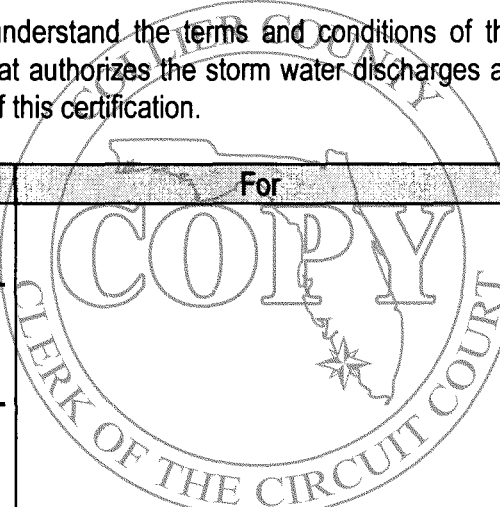
POLLUTION PREVENTION PLAN CERTIFICATION

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Signed _____
 Dean Regazzi, Director of Land Development
 Date _____

CONTRACTOR'S CERTIFICATION

I certify under penalty of law that I understand the terms and conditions of the general National Pollutant Discharge Elimination System (NPDES) permit that authorizes the storm water discharges associated with Construction activity from the construction site identified as part of this certification.



Signature	For	Responsible for
Name and Title	Protective Barriers, Inc P.O. Box 50695 Fort Myers, FL 33912	General Contractor
Date		Temporary and Permanent Stabilization
Name and Title		BMP and Site Inspections
Date		
Name and Title		
Date		
Name and Title		
Date		

URBAN STORMWATER MANAGEMENT PROGRAM

1.0 Introduction

This document provides details of the Urban Stormwater Management Program for the Orange Blossom Ranch PUD in Collier County, Florida. This Plan discusses non-structural controls, intended to improve the quality of stormwater runoff by reducing the generation and accumulation of potential stormwater runoff contaminants at or near the respective sources for each constituent, along with significant structural components of the primary stormwater treatment system. Although many of the methodologies and procedures outlined in this document are general Best Management Practices (BMP's) which can be useful in attenuating pollutants in many types of urbanized settings, the implementation of these practices has been optimized, to the maximum extent possible, to reflect the unique character of the Orange Blossom Ranch PUD and the surrounding hydrologic features.

Pollution prevention guidelines are provided for the areas of (1) nutrient and pesticide management; (2) street sweeping; (3) solid waste management; (4) operation and maintenance of the stormwater management and treatment system; (5) routine water quality testing; and (6) construction activities. A discussion of each of these activities is given in the following sections.

2.0 Nutrient and Pesticide Management

Nutrient and pesticide management consists of a series of practices designed to manage the use of fertilizers and pesticides so as to minimize loss of these compounds into stormwater runoff and the resulting water quality impacts on adjacent waterbodies. Implementation of a management plan will also maximize the effectiveness of the nutrients and pesticides that are applied.

Each homeowner must commit themselves to the practice of responsible and careful landscape design and maintenance of each lot to prevent contamination of surface waters. The guidelines included in this section are intended to help homeowners make educated environmental choices regarding the maintenance of individual yards within the community. These maintenance and management guidelines are meant to promote an attractive neighborhood that preserves the health of adjacent waterways and environmental features.

2.1 General Requirements

A landscape plan must be developed for each residence. The plan must be comprehensive in nature and follow the landscape design guidelines established by the Homeowners Association and must promote revegetation of each lot as quickly as possible.

Commercial applicators of chemical lawn products must register with the Homeowners Association annually and provide a copy of their current occupational license, proof of business liability insurance, and proof of compliance with applicable education and licensing requirements. Individual employees working under the direction of a licensed commercial applicator are exempt from the educational requirements.

EMMENT F

OR: 4000 PG: 2389

Only registered commercial applicators and individual lot owners are permitted to apply chemicals within the property on a private lot. All chemical products must be used in accordance with the manufacturer's recommendations. The application of any chemical product within five (5) feet of any surface water including but not limited to ponds, lakes, drainage ditches or canals, is prohibited. The use of any chemical product in a manner that will allow airborne or waterborne entry of such products into surface water is prohibited. This rule shall not apply to the use of chemical agents, by certified lake management specialists, for the control of algae and vegetation within the stormwater lakes or ponds.

2.2 Nutrient Management Program

Management and application of nutrients and fertilizers in the Orange Blossom Ranch PUD will adhere to the following guidelines:

- A. All fertilizers shall be stored in a dry storage area protected from rainfall and ponding.
- B. No fertilizer containing in excess of 2% phosphate/phosphorus (P_2O_5) per guaranteed analysis label (as defined by Chapter 576, Florida Statutes) shall be applied to turf grass unless justified by a soil test.
- C. Fertilizer containing in excess of 2% phosphate/phosphorus (P_2O_5) per guaranteed analysis label shall not be applied within 5 feet of the edge of water or within 5 feet of a drainage facility.
- D. All fertilizer shall be applied such that spreading of fertilizer on all impervious surfaces is minimized.
- E. Liquid fertilizers containing in excess of 2% phosphate/phosphorus (P_2O_5) per guaranteed analysis label shall not be applied through an irrigation system within 10 feet of the edge of water or within 10 feet of a drainage facility.
- F. Liquid fertilizers containing in excess of 2% phosphate/phosphorus (P_2O_5) per guaranteed analysis label shall not be applied through high or medium mist application or directed spray application within 10 feet of the edge of water or within 10 feet of a drainage facility.

2.3 Pest Management Program

Proper maintenance of plants and turf areas will minimize the ability of pests to successfully attack landscaping. Several general guidelines follow:

- A. Apply fertilizer and water only when needed and in moderate amounts. Excessive amounts of either can cause rapid growth that is attractive to insects and disease.
- B. Mow St. Augustine grass to a height of 3-4 inches. If cut shorter, the plants may become stressed and more vulnerable to pest infestation. Each mowing should remove no more than one-third of the leaf blade, and those cuttings should remain on the lawn to decompose.
- C. It is recommended that pesticides, fungicides, and herbicides be used only in response to a specific problem and in the manner and amount recommended by the manufacturer to address the specific problem. Broad application of pesticides, fungicides and herbicides as a preventative measure is strongly discouraged.

The use of pesticides, fungicides, or herbicides is limited to products that meet the following criteria:

- A. Must be consistent with the USDA-NRCS Soil Rating for Selecting Pesticides
- B. Must have the minimum potential for leaching into groundwater or loss from runoff
- C. Products must be EPA-approved
- D. The half-life of products used shall not exceed seventy (70) days

3.0 Street Sweeping

This practice involves sweeping and vacuuming the primary streets to remove dry weather accumulation of pollutants, especially particulate matter, before wash-off of these pollutants can occur during a storm event. This practice reduces the potential for pollution impacts on receiving waterbodies by removing particulate matter and associated chemical constituents. Although street cleaning operations are frequently conducted primarily for aesthetic purposes, the primary objective of the street sweeping program for the Orange Blossom Ranch PUD is to improve the quality of stormwater runoff generated from impervious traffic areas. Street sweeping activities can be particularly effective during periods of high leaf fall by removing solid leaf material and the associated nutrient loadings from roadside areas where they could easily become transported within stormwater flow.

Street sweeping operations will be performed in the Orange Blossom Ranch PUD at a minimum frequency of one event every other month. A licensed vendor using a vacuum-type sweeping device will perform all street sweeping activities. Sweeping activities during each event will include all primary street surfaces. Disposal of the collected solid residual will be the responsibility of the street sweeping vendor.

4.0 Solid Waste Management

In general, solid waste management involves issues related to the management and handling of urban refuse, litter and leaves that will minimize the impact of these constituents as water pollutants.

Maintenance of adequate sanitary facilities for temporarily storing refuse on private premises prior to collection is considered the responsibility of the individual homeowner. Local requirements for refuse collection will be brought to the attention of every homeowner at closing for the sale of the property. Information will be distributed as necessary stating specifications for containers, separation of waste by type, where to place containers prior to collection, and established collection schedules.

Fallen tree leaves and other vegetation, along with grass clippings, may become direct water pollutants when they are allowed to accumulate in swales and street gutters. All homeowners will receive periodic educational materials that address proper disposal of leaves and other vegetation to minimize water quality impacts.

5.0 Stormwater Management and Treatment System

The stormwater management system for the Orange Blossom Ranch PUD is designed to maximize the attenuation of stormwater generated pollutants prior to discharge to the off-site wetland systems. Operational details and maintenance requirements of the various system components are given in the following sections.

5.1 Wet Detention Lakes and Lake Interconnect Pipes

The basic element of the stormwater management system consists of a series of interconnected wet detention ponds that provide stormwater treatment through a variety of physical, biological, and chemical processes. A wet detention pond acts similar to a natural lake by temporarily detaining stormwater runoff, allowing opportunities for treatment processes to occur, prior to slow controlled discharge of the treated water through the outfall structure. Pollutant removal processes in wet detention systems occur during the quiescent period between storm events. Significant removal processes include gravity settling of particulate matter; biological uptake of nutrients and other ions by aquatic plants, algae and microorganisms; along with natural chemical flocculation and complexation processes.

Maintenance of the wet detention ponds will consist of an annual inspection. During each annual inspection, the following items will be reviewed and corrected as necessary:

- A. Inspect the outfall structure and orifices to ensure free-flowing conditions and overall engineering stability of the outfall system.
- B. Review the banks of the lakes and canals to ensure proper side slope stabilization and inspect for signs of excessive seepage that may indicate areas of excessive groundwater flow and possible subsurface channeling.
- C. Physically evaluate each of the lakes and canals for evidence of excessive sediment accumulation or erosion.
- D. Inspect the planted aquatic vegetation in the littoral zone to ensure that the desired vegetation species, percent coverage, and density are maintained.

At the completion of the inspections, a written inspection report will be prepared, listing any deficiencies that need to be addressed or corrected by the Homeowners Association.

5.2 Stormwater Inlets, Pipes and Culverts

The grates should be unobstructed and the bottom, inside the inlet, should be clean. Check for any accumulation of sediment, trash such as garbage bags, or debris in the culverts connecting these inlets. Flushing out with a high-pressure hose may clean some sediment. Any noted blockage (due to a possible obstruction, or broken pipe, etc.) should prompt further investigation. Crushed or corroded culverts should be replaced with new ones of the same size.

5.3 Swales and Grassed Water Storage Areas

These provide for conveyance and/or above-ground (or surface) storage of stormwater. With age, these areas usually fill in with vegetation and sediment. Swales may need to be regraded and/or revegetated. It is a good idea to compare the existing slope and dimensions of the swale with the permitted design plans prior to the removal of excess sediment or regrading. Areas that show erosion should be stabilized with appropriate material such as sod, planting, rock, sand bags, or other synthetic geotextile material.

Regular mowing of grass swales is essential. These areas also improve water quality by catching sediment and assimilating nutrients, and recharge the underground water table. Remove any undesirable exotic vegetation. Culverts underneath driveways should be checked for blockage, and, if necessary, flushed with a high-pressure hose. After a storm, swales may remain wet for an extended period of time. This is normal and the water will recede gradually.

5.4 Ditches or Canals

Fill material, yard waste, clippings and vegetation, sediment, trash, appliances, garbage bags, shopping carts, tires, cars, etc. should be completely removed. Also check to make sure there are no dead trees or any type of obstructions which could block the drainage flow way.

Maintenance cleaning/excavation must be limited to the same depth, width and side slope as approved in the current permit. Making a ditch deeper or wider may trigger a need for a permit modification. Provisions must also be made to prevent any downstream silting or turbidity (*Contact the SFWMD Resource Compliance staff if you are unsure or need clarification.*) Be sure to dispose of all removed material properly so it won't affect any other water storage or conveyance system, environmental area, or another owner's property.

5.5 Outfall Structure (also called the Discharged Control Structure or Weir)

The outfall structure should be routinely inspected to determine if any obstructions are present or repairs are needed. Trash or vegetation impeding water flow through the structure should be removed. The structure should have a "baffle" or trash collector to prevent flow blockage and also hold back any floating oils from moving downstream. Elevations and dimensions should be verified annually with all current permit information. Periodic inspections should then be regularly conducted to make sure these structures maintain the proper water levels and the ability to discharge.

5.6 Earthen Embankments (Dikes and Berms)

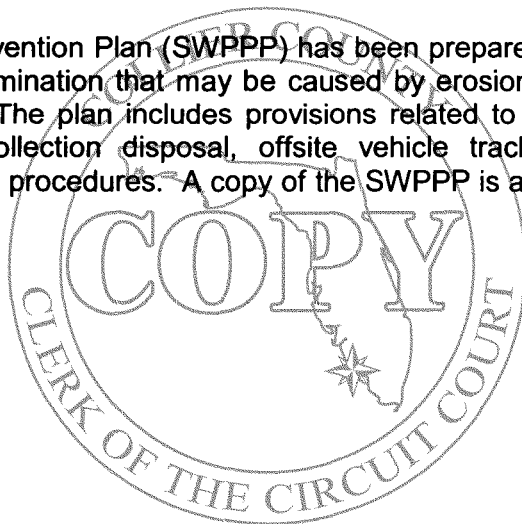
Check for proper elevations, width and stabilization. Worn down berms - especially if used by all-terrain vehicles or equestrian traffic - and rainfall - created washouts should be immediately repaired, compacted and re-vegetated.

6.0 Water Quality Testing

To ensure proper operation of the overall treatment system, monitoring will be performed at one outfall (CSA-1) from the Orange Blossom Ranch PUD if there is a flow over the weirs. According to the proposed Water Quality Monitoring Plan, monitoring may occur 3 times a year, once during the dry season (February/March) and twice during the wet season (August/September). A manual grab sample will be collected at the SW-1 outfall location and analyzed for various constituents and parameters as described in the Surface Water Quality Monitoring Plan. Trained and certified personnel will perform sample collection and laboratory analysis. The results of the laboratory analyses will be submitted to South Florida Water Management District as part of an annual water quality monitoring report by December 31 of each year.

7.0 Construction Activities

A Stormwater Pollution Prevention Plan (SWPPP) has been prepared for construction activities to minimize activities contamination that may be caused by erosion and sedimentation during the construction process. The plan includes provisions related to soil stabilization, structural erosion controls, waste collection disposal, offsite vehicle tracking, spill prevention and maintenance and inspection procedures. A copy of the SWPPP is attached hereto and made a part of hereof.



RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
04/17/2006 at 03:30PM DWIGHT E. BROCK, CLERK

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This instrument was prepared by
and After Recording Return to:
Steven M. Falk, Esq.
850 Park Shore Drive
Naples, Florida 34103
(239) 649-6200

Retn:
ROETZEL & ANDRESS
850 PARK SHORE DR 3RD FLOOR
NAPLES FL 34103

FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
THE RANCH AT ORANGE BLOSSOM

THIS AMENDMENT is executed by PULTE HOME CORPORATION, a Michigan corporation authorized to do business in the State of Florida (the "Developer").

WHEREAS, on March 17, 2006, the Developer recorded a Declaration of Covenants, Conditions and Restrictions for The Ranch at Orange Blossom, at Official Records Book 4000, Page 2283, of the Public Records of Collier County, Florida (the "Declaration"); and

WHEREAS, Exhibit "A-1" was attached to the Declaration, and

WHEREAS, the Plat Book and Page number were not included in Exhibit "A-1".

NOW THEREFORE, pursuant to the rights reserved to the Developer by Article XVII, Section 6 of the Declaration described above, the Developer hereby amends the Declaration as follows:

- 1. Exhibit "A-1" which was attached to the Declaration is replaced with the attached Exhibit "A-1", and now includes the Plat Book and Page number

IN WITNESS WHEREOF, the Developer has executed this Amendment effective as of the day and year written below

Signed, sealed and delivered
in the presence of:

PULTE HOME CORPORATION

Witness Name: Felipe Gonzalez
Print Name: Felipe Gonzalez
Witness Name: Chris Erickson
Print Name: Chris Erickson

By: Laura A. Ray
Print Name: LAURA A. RAY
Its: Agent and Attorney in Fact
Date: 4/13/06

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 13th day of April, 2006, by Laura A. Ray, as Agent and Attorney in Fact for Pulte Home Corporation, a Michigan corporation authorized to do business in the State of Florida, on behalf of said corporation. He/She is personally known to me.

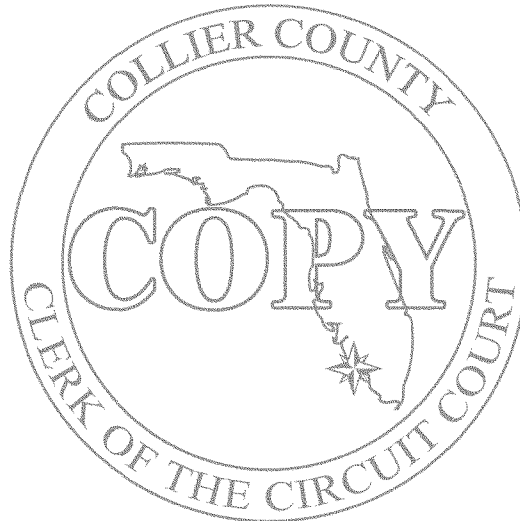


Felipe Gonzalez
NOTARY PUBLIC
Name: Felipe Gonzalez
(type of print)
My Commission Expires: July 5, 2009

Exhibit "A-1"

Tracts "B", "C", "E", "R", "L-1", "L-2", "L-3", and the following roadways located in Tract "A-1": "Hawthorn Lane"; "Sagebrush Lane"; the portion of "Fairmont Lane" that is located to the east of a southerly line extending from the west boundary of Lot 244; "Bellingham Lane"; "Heydon Circle East" and "Heydon Circle West", Orange Blossom Ranch Phase 1A, according to the plat thereof recorded in Plat Book 45 at Page 58, et. seq., Public Records of Collier County, Florida.

Note: Tracts "B", "C", "E", "R", "L-1", "L-2", "L-3", and the portion of Tract "A-1" comprising Hawthorn Lane and the portion of Fairmont Lane that is located to the west of a southerly line extending from the west boundary of Lot 244 have been dedicated to The Ranch at Orange Blossom Master Association, Inc., as referenced on the plat.



This instrument was prepared by
And after Recording Return to:
Steven M. Falk, Esq.
850 Park Shore Drive
Naples, Florida 34103
(239) 649-6200

SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE RANCH AT ORANGE BLOSSOM

THIS AMENDMENT is executed by PULTE HOME CORPORATION, a Michigan corporation authorized to do business in the State of Florida (the "Developer").

WHEREAS, on March 17, 2006, the Developer recorded a Declaration of Covenants, Conditions and Restrictions for The Ranch at Orange Blossom, at Official Records Book 4000, Page 2283, of the Public Records of Collier County, Florida (the "Declaration"); and

WHEREAS, Article IX, Section 1 and Article XVII, Section 6 of the Declaration reserves to the Developer the right to add additional lands to the Properties on the lands described therein by amending the Declaration, and Developer wishes to so amend the Declaration.

NOW THEREFORE, pursuant to the rights reserved to the Developer as set forth above, the Developer hereby amends the Declaration as follows: Exhibit "A-1" to the Declaration is hereby amended by the addition of the real property legally described in Exhibit "1" attached hereto.

IN WITNESS WHEREOF, the Developer has executed this Amendment effective as of the day and year written below.

Signed, sealed and delivered
in the presence of:

PULTE HOME CORPORATION

By: *Richard McCormick*

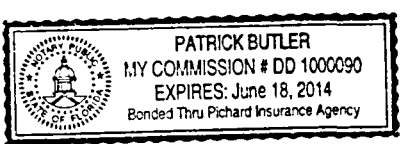
Witness Name: *Barbara A Wagner*
Print Name: BARBARA A WAGNER

Richard McCormick
Its: Vice President-Land,
South Florida Division

Witness Name: *Patrick Butler*
Print Name: PATRICK BUTLER

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 29th day of FEBRUARY, 2012, by Richard McCormick, as Vice President-Land, South Florida Division, for Pulte Home Corporation, a Michigan corporation authorized to do business in the State of Florida, on behalf of said corporation. He is personally known to me.



Patrick Butler
NOTARY PUBLIC
Name: PATRICK BUTLER
(type or print)
My Commission Expires: 6/18/14

EXHIBIT "1"

Lots 4-9, 10-50, 62-107, 118-130, 187-231, 242-243, and Tracts "A-1", "A-2", and "S", Orange Blossom Ranch Phase 1A, according to the plat thereof recorded in Plat Book 45 at Page 58, Public Records of Collier County, Florida.



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10/13/2006 at 03:36PM DWIGHT E. BROCK, CLERK

RBC FEE 10.00
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This instrument was prepared by
and After Recording Return to:
Steven M. Falk, Esq.
850 Park Shore Drive
Naples, Florida 34103
(239) 649-6200

Retn:
ROETZEL & ANDRESS
850 PARK SHORE DR 3RD FLOOR
NAPLES FL 34103

**FIRST AMENDMENT
TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FAIRMONT**

THIS AMENDMENT is executed by PULTE HOME CORPORATION, a Michigan corporation authorized to do business in the State of Florida (the "Developer"). On September 19, 2006, the Developer recorded a Declaration of Covenants, Conditions and Restrictions for Fairmont (the "Properties"), in Official Records Book 4108, at Page 710, et seq., of the Public Records of Collier County, Florida (the "Declaration"); and Section 14.6 of the Declaration reserves to the Developer the right to add additional lands to the Properties on the lands described therein, and Developer wishes to so amend the Declaration.

NOW THEREFORE, pursuant to the rights reserved by Section 14.6 of the Declaration described above, the Developer hereby amends the Declaration as follows:

1. Exhibit "A-1" to the Declaration is hereby amended by the addition of Lots 21-27 and Lots 37-43, all located in Orange Blossom Ranch, Phase 1A according to the plat thereof recorded in Plat Book 45 at Page 58, et seq., Public Records of Collier County, Florida, all of which shall be subject to the terms of the Declaration.

IN WITNESS WHEREOF, the Developer has executed this Amendment effective as of the day and year written below.

Signed, sealed and delivered
in the presence of:

PULTE HOME CORPORATION,
a Michigan corporation authorized to do business
in the State of Florida

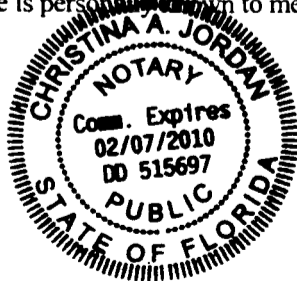
A. Uina
Witness Name: Annette Uina

By: Nicole Freitas
Print Name: NICOLE FREITAS
Its: Agent and Attorney in Fact

Sharon Wackup
Witness Name: Sharon Wackup

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 10 day of October, 2006, by NICOLE FREITAS, as Agent and Attorney in Fact for Pulte Home Corporation, a Michigan corporation authorized to do business in the State of Florida, on behalf of said corporation. He/She is personally known to me.



Christina A. Jordan
NOTARY PUBLIC
Name: CHRISTINA A. JORDAN
(type or print)
My Commission Expires: 2-7-2010

L33+34

3904102 OR: 4108 PG: 0710

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09/19/2006 at 03:36PM DWIGHT E. BROCK, CLERK

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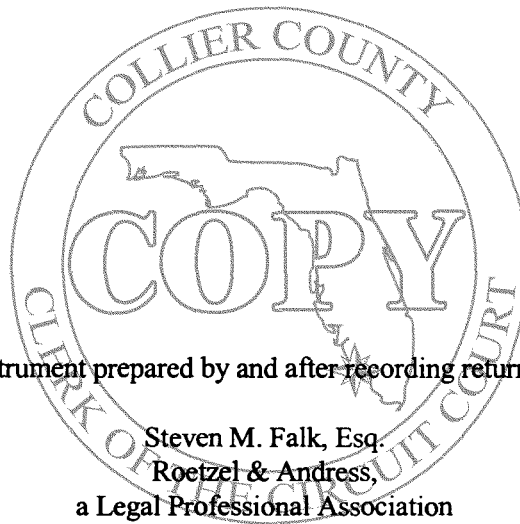
Retn:

ROETZEL & ANDRESS
850 PARK SHORE DR 3RD FLOOR
NAPLES FL 34103

DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS

FOR

FAIRMONT



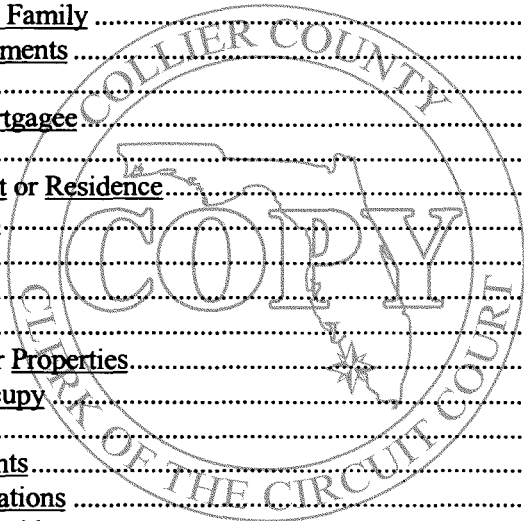
Instrument prepared by and after recording return to:

Steven M. Falk, Esq.
Roetzel & Andress,
a Legal Professional Association
850 Park Shore Drive, Third Floor
Naples, Florida
(239) 649-6200

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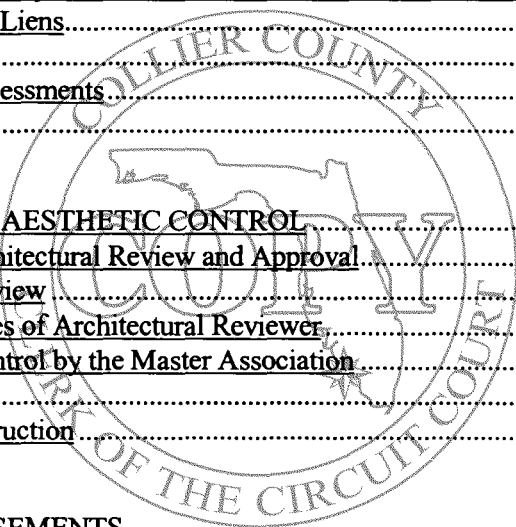
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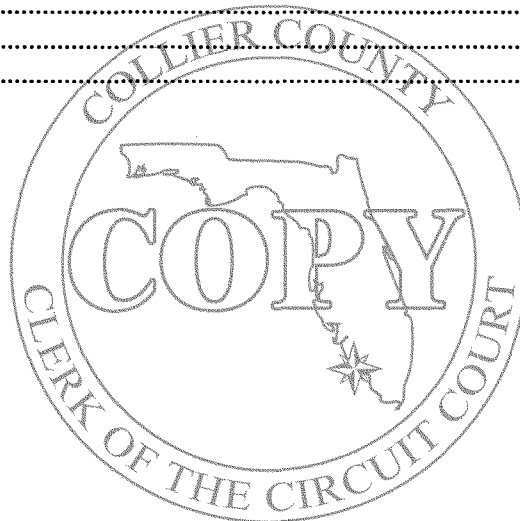
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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**FOR****FAIRMONT**

PULTE HOME CORPORATION, a Michigan corporation, the present fee title owner of the property legally described in Exhibit "A-1" hereto, hereinafter called Developer, to its grantees, successors and assigns and all future owners of Parcels located in Fairmont, as more particularly described in Exhibit "A-1" attached hereto and made a part hereof, hereby makes the following Declaration of Covenants, Conditions and Restrictions.

It is the intent of the aforesaid Developer to ultimately develop the real property, as described in Exhibit "A", as a planned unit development named "Fairmont" consisting of 244 residential units, located within the larger planned unit development known as "The Ranch at Orange Blossom". Upon recording of this Declaration, Developer hereby submits the real property described in Exhibit "A-1" to the terms and conditions of this Declaration. Developer reserves the right to amend this Declaration in order to submit additional portions of the real property described in Exhibit "A" to the terms of this Declaration. Developer shall not be obligated to submit any additional portions of the real property described in Exhibit "A" to the terms of this Declaration, nor is Developer obligated to submit them in any particular order. However, in the event Developer does not submit any additional portion of the real property described in Exhibit "A" to this Declaration, Developer hereby reserves the right, on behalf of its successors and assigns, to grant the owners of residential units in the real property described in Exhibit "A" which is not submitted to this Declaration, the right to use the Neighborhood Association Common Area of the Association and to have the same easement rights with respect to the real property that is subjected to this Declaration. For the purpose of enhancing and protecting the value, attractiveness and desirability of the residential units constituting such development, Developer hereby declares that all of the real property described and each part thereof shall be developed as a planned unit development and shall be held, sold and conveyed only subject to the following easements, covenants, conditions and restrictions which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in the above described property, or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each Owner thereof and the Association.

1. **DEFINITIONS.** The terms used in this Declaration and its recorded exhibits shall have the definitions set forth in Chapter 720, Florida Statutes (2006), unless otherwise defined below (it being the intent hereof that future amendments to Chapter 720, Florida Statutes (2006) not be retroactively applied to impair substantive rights of Developer set forth herein):

1.1 "Act" shall mean and refer to Chapter 720, Florida Statutes (2006).

1.2 "Architectural Reviewer" means and refers to the entity responsible for review and approval of construction and alterations to improvements, as more particularly described in Section 5 herein.

1.3 "Association" shall mean and refer to Fairmont Residents' Association, Inc., a Florida corporation not for profit.

- 1.4 "Board" means and refers to the Board of Directors of the Association.
- 1.5 "Neighborhood Association Common Area" means and refers to all real property which is now or hereafter owned by the Association or dedicated for use or maintenance by the Association or its Members by a recorded plat or this Declaration.
- 1.6 "Declarant" or "Developer" means and refers to PULTE HOME CORPORATION, a Michigan Corporation authorized to do business in the State of Florida. Whenever either term is used in this Declaration, the Articles or Bylaws of the Association, it shall always be deemed to include any successor in interest to the Developer's development rights and obligations.
- 1.7 "Declaration" means and refers to this Declaration of Covenants, Conditions and Restrictions for Fairmont, and any amendments hereto.
- 1.8 "Family" or "Single Family" shall refer to one natural person (as opposed to an artificial entity); or a group of two (2) or more natural persons living together each of whom is related to each of the others by blood, marriage, legal custody or adoption; or not more than two (2) persons not so related, who reside together as a single housekeeping unit, along with their children, if any.
- 1.9 "Governing Documents" means and refers to The Ranch at Orange Blossom Documents and the Neighborhood Documents. In the event of a conflict in the interpretation of the Governing Documents, they shall be applied in the order of priority stated above.
- 1.10 "Guest" or "Guests" means any person or persons physically present in, or occupying a Living Unit on a temporary basis at the invitation of the Owner or other legally permitted occupant, without the payment of consideration.
- 1.11 "Institutional Mortgagee" means the mortgagee or assignee of a first mortgage against a Parcel or Living Unit, which mortgagee or assignee is a bank, savings and loan association, mortgage company, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration, or any agency of the United States of America. The term also refers to any holder of a mortgage against a Parcel or Living Unit which mortgage is guaranteed or insured (as evidenced by a recorded instrument) by the Federal Housing Administration, the Veterans Administration, any agency of the United States of America or by any other public or private agency engaged in the business of purchasing, guaranteeing or insuring residential mortgage loans, and their successors and assigns. An "Institutional Mortgage" is a first mortgage held by an Institutional Mortgagee encumbering a Living Unit.
- 1.12 "Lease" means the grant by an Owner of a temporary right to occupy the Owner's Living Unit for valuable consideration.
- 1.13 "Living Unit", "Unit" or "Residence" means and refers to any or all the residences which will be constructed on the Parcels, each intended for use and occupancy as a residence for a single family.
- 1.14 "Parcel" or "Parcels" means one or more of the 244 platted parcels of land contained within the land described in Exhibit "A" hereto into which the Properties will be subdivided, upon each of which a Living Unit has been or is intended to be constructed. Wherever herein the term "Parcel" is used, it shall be interpreted as if followed by the words "and Living Unit constructed thereon" except where the context clearly requires otherwise.

1.15 [reserved].

1.16 [reserved].

1.17 "Member" means and refers to all persons who are members of the Association as provided in the Fairmont Documents.

1.18 "Neighborhood" or "Properties" means and refers to all real property which is subject to this Declaration and includes both Neighborhood Association Common Area and Parcels. "Neighborhood" or "Properties" shall also have the same meaning as the term "Community" as defined in Chapter 720, Florida Statutes (2006).

1.19 "Occupant" or "Occupy" when used in connection with a Living Unit, means any person who is physically present in the Living Unit on two (2) or more consecutive days, including staying overnight.

1.20 "Owner" means and refers to any person or persons, entity or entities, who are the record owner of the fee simple title to any Parcel in Fairmont.

1.21 "Primary Occupants" means the two (2) natural persons approved for occupancy, together with their family, in accordance with Section 12 herein.

1.22 "Rules and Regulations" means and refers to the administrative rules and regulations governing use of the Neighborhood Association Common Area and procedures for administering the Association and the Properties, as adopted, amended and rescinded from time to time by resolution of the Board of Directors.

1.23 "Single Family Residence" means and refers to a Living Unit which is restricted to occupancy only by the Owner or Primary Occupants and their family, guests and tenants as further provided herein.

1.24 "Tenant" or "Tenants" means and refers to one who leases or rents from an Owner and holds temporary possession of a Living Unit.

1.25 "Fairmont Documents" means and refers to this Declaration, and the Articles of Incorporation, Bylaws, the Rules and Regulations, Architectural Planning Criteria and the Resolutions of the Association.

1.26 "Fairmont" means and refers to and shall be the name of the Properties.

1.27 "The Ranch at Orange Blossom" means that certain planned unit development in which this Neighborhood is located, as more particularly described in the Declaration of Covenants, Conditions and Restrictions for The Ranch at Orange Blossom recorded in O.R. Book 4000, Page 2283, et seq., Public Records of Collier County, Florida ("Master Association Declaration"), including any Exhibits and Supplements and amendments thereto, all as amended and supplemented from time to time. "Master Association" means The Ranch at Orange Blossom Master Association, Inc., a not-for-profit homeowners' association responsible for the operation of The Ranch at Orange Blossom. "The Ranch at Orange Blossom Documents" means the Declaration of Covenants, Conditions and Restrictions for The Ranch at Orange Blossom, Articles of Incorporation, Bylaws, any Supplemental Declaration thereto, Rules and Regulations,

Design Review Guidelines, Resolutions and any other exhibits, all as amended from time to time. "Master Developer" means Pulte Home Corporation, the developer of The Ranch at Orange Blossom.

2. MASTER ASSOCIATION; ORANGE TREE.

2.1 Master Association. Each Parcel Owner in Fairmont takes title subject to, and agrees to comply with, The Ranch at Orange Blossom Documents as amended from time to time. Each Parcel Owner becomes a Member of the Master Association and that membership is appurtenant to and inseparable from ownership.

2.2 Voting in Master Association Matters. Owners in Fairmont shall vote in Master Association matters in the manner set forth in The Ranch at Orange Blossom Documents.

2.3 Orange Tree. Fairmont and The Ranch at Orange Blossom are subject to a Declaration of Covenants for Orange Tree recorded in O.R. Book 1310, Page 1536, et seq., Public Records of Collier County, Florida and the Articles of Incorporation, Bylaws and any rules and regulations of Orange Tree Homeowners Association, Inc. ("Orange Tree Documents"). It is possible that Orange Tree Homeowners Association, Inc. will impose assessments and other charges upon Owners and their Parcels and otherwise enforce the terms of the Orange Tree Documents.

3. ASSOCIATION: MEMBERSHIP: VOTING RIGHTS. The administration, management and ownership of the Neighborhood Association Common Area shall be by the Fairmont Residents' Association, Inc., a Florida corporation not for profit, which shall perform its functions pursuant to the following:

3.1 Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached as Exhibit "B".

3.2 Bylaws. The initial Bylaws of the Association shall be the Bylaws as attached as Exhibit "C".

3.3 Delegation of Management. The Association may contract for the management and maintenance of the Properties and authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Neighborhood Association Common Area, with funds made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties provided in the Governing Documents.

3.4 Membership. Every person or entity who is a record Owner of a fee interest in any Parcel located upon the Properties, shall be a Member, except that if a Parcel is subject to an agreement for deed, the purchaser in possession shall be considered the Owner for purposes of determining voting and use rights.

(A) Class "A". Class "A" Members shall be all those Owners as defined in Section 1, with the exception of the Class "B" Member. Class "A" membership shall become effective upon the occurrence of the last to occur of the following:

(1) Recording in the Public Records of a Deed or other instrument evidencing legal title to the Parcel.

- (2) Approval of the Association as provided for elsewhere herein.
 - (3) Delivery to the Association of a copy of the recorded deed or other instrument evidencing title.
 - (4) Delivery to the Association, if required, of a written designation of the Primary Occupants.
- (B) Class "B". The Class "B" Member shall be the Developer or any successor to the Developer's development rights.

Membership shall be appurtenant to, run with, and shall not be separated from the real property interest upon which membership is based.

3.5 Voting Interests. The Class "A" Members of the Association are entitled to one (1) vote for each Parcel owned by them. The total number of Class "A" votes shall not exceed the total number of Parcels subject to this Declaration. The vote of a Parcel is not divisible. The right to vote may not be denied because of delinquent assessments. If a Parcel is owned by one natural person, his right to vote shall be established by the record title. If a Parcel is owned jointly by two (2) or more natural persons who are not acting as trustees, that Parcel's vote may be cast by any one of the record Owners. If two (2) or more Owners of a Parcel do not agree among themselves how their one vote shall be cast, that vote shall not be counted for any purpose. If the Owner of a Parcel is not a natural person or is a trustee, the vote of that Parcel shall be cast by any officer, director, manager, managing member, partner or trustee, as the case may be. The Class "B" Member shall be entitled to a number of votes equal to the total number of Parcels owned by the Class "A" Members plus one vote; provided that subsequent to Transition, as referenced in Section 15 hereof, the Class "B" Member shall be entitled to one vote for each Parcel owned by it.

3.6 Approval or Disapproval of Matters. Whenever the decision or approval of the Owner of a Parcel is required upon any matter, whether or not the subject of an Association meeting, such decision or approval may be expressed by any person who could cast the vote of such Parcel if present in person at an Association meeting, unless the joinder of all record Owners is specifically required.

3.7 Change of Membership. Following written approval of the Association, as elsewhere required herein, a change of membership in the Association shall be established by the new Owner's membership becoming effective as provided above; and the membership of the prior Owner shall thereby be automatically terminated.

3.8 Termination of Membership. The termination of membership in the Association does not relieve or release any former Member from liability or obligation incurred under or in any way connected with the Association during the period of his membership, nor does it impair any rights or remedies which the Association may have against any former Owner or Member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

3.9 Association As Owner of Parcels. The Association has the power to purchase Parcels and Living Units, and to acquire and hold, lease, mortgage, and convey them, by act of a majority of the Board of Directors.

3.10 Membership Roster. The Association shall maintain a current roster of names and mailing addresses of Owners and Primary Occupants. A copy of the up to date roster shall be available to any Owner upon request.

3.11 Limitation on Liability. Notwithstanding the duty of the Association to maintain and repair the Neighborhood Association Common Area, the Association shall not be liable to Owners for property damage other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or Owners or other persons.

3.12 Board of Directors. Except as otherwise provided by law or by the Governing Documents, the Association shall act through its Board of Directors and its officers, and no vote of the Members shall be required. The Officers and Directors of the Association have a fiduciary relationship to the Members. An Owner does not have the authority to act for the Association by virtue of being an Owner.

3.13 Powers and Duties. The powers and duties of the Association include those set forth in the Governing Documents.

4. COVENANT FOR ANNUAL AND SPECIAL ASSESSMENTS.

4.1 Creation of Lien and Personal Obligation for Assessments. Subject to the limitations on assessment liability set forth in Sections 4.3 and 4.4, Developer, for each Parcel within the Neighborhood, hereby covenants, and each subsequent Owner of any Parcel (including any purchaser at a judicial sale), by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (A) the Parcel's pro rata share of annual assessments based on the annual budget adopted by the Association;
- (B) the Parcel's pro rata share of special assessments for Association expenditures not provided for by annual assessments;
- (C) any charges against less than all of the Parcels specifically authorized in this Declaration or the Association Bylaws; and
- (D) initial capital contributions payable at closing to the Association as determined by the Developer.

Assessments shall be established and collected as provided herein and in the Bylaws. The annual and special assessments and charges, together with interest, costs, and reasonable attorney's fees shall bind such property in the hands of the Owner, his heirs, devisees, personal representatives, successors and assigns. In any conveyance, voluntary or otherwise, the transferee shall be jointly and severally liable with the transferor for all unpaid assessments coming due prior to the time of such conveyance, without prejudice to the rights of the transferee to recover from the transferor the amounts paid by the transferee. Except as provided elsewhere in this Declaration as to the Developer and Institutional Mortgagees, no Owner may be excused from the payment of assessments unless all Owners are similarly excused.

4.2 Master Association Assessments; Orange Tree Homeowners Association, Inc. Assessments. Presently, it is contemplated that the Master Association will collect assessments directly from Owners. It is possible that the Master Association will require the Association to collect such assessments and other charges on behalf of the Master Association from the Owners, and to remit a lump-sum check to the Master Association. The Master Association adopts these assessments and other charges, and neither Developer nor the Association have control over the amount or timing of such assessments. In the event that the Association is required to collect assessments and charges on behalf of the Master Association, these amounts shall be included within the Association's budget as a notation. However, in no

event shall Master Association assessments be considered common expenses of the Association. If Orange Tree Homeowner's Association, Inc. levies assessments upon Parcels and Owners, then those assessments shall not be considered common expenses of the Association.

4.3 Share of Assessments. Except as otherwise provided as to the Developer and certain mortgagees, each Parcel (and the Owner thereof) which has been submitted to the terms of this Declaration and which contains a Living Unit for which a final certificate of occupancy has been issued, shall be liable for its pro rata share of all annual and special assessments. A Parcel which has been submitted to the terms of this Declaration containing land or improvements for which a certificate of occupancy has not been issued, shall pay assessments equal to 5 percent (5%) of the assessments which are payable by Parcels containing a Living Unit for which a final certificate of occupancy has been issued. All Master Association Common Area, Recreation Common Area and Neighborhood Association Common Area, and any property dedicated to and accepted by any governmental authority or public utility shall be exempt from payment of assessments.

4.4 Developer's Guaranty of Assessments and Share for Parcels Owned By It. Developer guarantees that until the earlier to occur of either: (a) December 31, 2006; or (b) the date control of the Association is turned over to Parcel Owners other than the Developer, monthly assessments against each Owner by the Association shall not exceed \$16.80. Developer reserves the right to renew the guaranty period for two (2) successive periods of up to one year each, on such terms as established by Developer, provided that no guaranty period shall extend beyond transition to non-Developer control of the Board of Directors of the Association. During the guaranty period, the Developer shall be excused from the payment of assessments for Parcels owned by it, and instead shall pay that portion of all Association expenses actually incurred which exceeds the amounts assessed against other Parcel Owners. Such difference, herein called the "deficiency", shall not include any assessments or charges levied by the Master Association or Orange Tree Homeowner's Association, Inc. The Master Association assessments and charges may include, but not be limited to, those for: any Master Association "Bulk Agreement" for cable television, electronic monitoring or other telecommunications services. If the Association enters into a "Bulk Agreement" with a provider of cable television, electronic monitoring services or other telecommunications services, then the guaranteed monthly assessment for each Parcel shall increase to reflect any of such charges. After the Transition Meeting (as set forth in Section 15 herein), the initial capital contributions payable at closing to the Association may be used to pay operating expenses, fund reserves, or for any other purpose permitted or obligation imposed upon the Association pursuant to the Fairmont Documents. Following expiration of the Developer's guaranty, the Developer shall pay assessments as described in Section 4.3 hereof.

4.5 Establishment of Liens. Any and all assessments levied by the Association or collected on behalf of in accordance with the provisions of this Declaration or any of the Governing Documents, together with interest at the highest rate allowed by law, and costs of collection (including, but not limited to reasonable attorney's fees) are hereby declared to be a charge and continuing lien upon the Parcel and Living Unit against which each such assessment or charge is made, and shall also be the personal obligation of the Owner of each Parcel and Living Unit assessed. This lien is superior to any homestead rights the Owner may acquire. No Owner may exempt himself from personal liability for assessments, or release the Unit owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Neighborhood Association Common Area, or by abandonment of his Unit. 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 Parcel, the name of the Owner, the name and address of the Association and the amount and due date of each unpaid assessment 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. A Claim of Lien shall secure payment of all assessments due at the

time of recording (including interest, costs and attorney's fees as provided above), as well as all assessments, interest, 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.

4.6 Priority of Liens. The foregoing notwithstanding, the Association's lien for unpaid assessments shall be subordinate and inferior to: the lien of all municipal, county, state and federal taxes, assessments and other levies which by law would be superior thereto; and the Master Association's and Orange Tree Homeowner's Association, Inc.'s continuing liens. The Association's lien shall be subordinate and inferior to the lien of any recorded Institutional Mortgage, unless the Association's Claim of Lien was recorded prior to the Institutional Mortgage, but shall be superior to, and take priority over any other mortgage or lien regardless of when recorded. Any lease of a Living Unit shall be subordinate and inferior to any Claim of Lien of the Association, regardless of when the lease was executed. A mortgagee in possession, a receiver, a purchaser at a foreclosure sale, or a mortgagee that has acquired title by deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser, or mortgagee shall hold title subject to the liability and lien of any assessment coming due after foreclosure or conveyance in lieu of foreclosure. Any unpaid assessment which cannot be collected as a lien against any Parcel by reason of the provisions of this Section 4.6, shall be treated as a special assessment divided equally among, payable by and assessed against all Parcels, including the Parcel as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

4.7 Collection of Assessments. If any Owner fails to pay any Assessment, or installment thereof, within ten (10) days after the due date, the Association shall have any or all of the following remedies, to the extent permitted by law, which remedies are cumulative and are not in lieu of, but are in addition to, all other remedies available to the Association:

(A) To charge interest on such assessment or charge, from the date it becomes due until paid at the highest rate allowed by law, as well as to impose a late payment penalty of up to Twenty-five Dollars (\$25.00). This penalty shall not be considered a fine as provided for in Section 11.3, and the procedural requirements for levying fines set forth therein shall not apply.

(B) To deny Association approval of any proposed sale or transfer of the Owner's Parcel and Living Unit.

(C) To file an action in equity to foreclose its lien. The lien may be foreclosed by an action in the name of the Association in the same manner as that provided pursuant to Florida law for the foreclosure of liens on condominium units for unpaid condominium assessments, unless the Act requires otherwise.

(D) To bring an action at law for a money judgment against the Owner without waiving any lien foreclosure rights of the Association.

4.8 Certificate. The Association shall, within fifteen (15) days of receipt of a written request for same, furnish to any Owner liable for assessments a certificate in writing signed by an officer of the Association, setting forth whether said assessments and any other sums due the Association have been paid. Such certificate may be relied upon by all interested persons except the Owner.

5. ARCHITECTURAL AND AESTHETIC CONTROL.

5.1 Necessity of Architectural Review and Approval. Except for Developer, no Owner shall make or permit the making of any alterations or additions to his Parcel or the Neighborhood Association

Common Area, or in any manner change the exterior appearance of any portion of the Living Unit, without first obtaining the written approval of the Architectural Reviewer, which approval may be denied if the Architectural Reviewer determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the Neighborhood, in part or in whole. Any glass, screen, curtain, blind, shutter, awning, or other modifications, additions or installations which may be installed where visible from outside the Living Unit, are subject to regulation by the Architectural Reviewer. The installation of hurricane shutters shall be subject to regulation by the Architectural Reviewer. No Owner may alter the landscaping of the Neighborhood Association Common Area in any way without prior approval of the Architectural Reviewer.

5.2 Architectural Review. The architectural review and control functions of the Association shall be administered and performed by the "Architectural Reviewer", as defined herein. Prior to Transition, the Developer shall be the Architectural Reviewer and shall have the exclusive right to exercise architectural review under this Section. Developer may delegate its reserved rights hereunder to any entity, including the Board of Directors or an Architectural Review Committee appointed by the Board of Directors, in which case the delegatee shall be deemed the Architectural Reviewer. Prior to Transition, the Association shall not be required to adopt Architectural Planning Criteria, but rather, the Developer shall have the authority to process applications in its reasonable discretion and in accordance with its building plans, specifications, plan of development and aesthetic requirements. Following Transition, the Association shall be the Architectural Reviewer, whether through the Board of Directors or an Architectural Review Committee. The Architectural Planning Criteria shall in no event apply to the Developer.

5.3 Powers and Duties of Architectural Reviewer. The Architectural Reviewer shall have the following powers and duties:

(A) To enact modifications and/or amendments to the Architectural Planning Criteria. Any modification or amendment to the Architectural Planning Criteria shall be consistent with the provisions of this Declaration. As long as Developer owns at least one Parcel or other property in the Neighborhood, the Architectural Reviewer shall not alter the Architectural Planning Criteria, without Developer's prior written consent, which consent may be denied in Developer's discretion. Notice of any modification or amendment to the Architectural Planning Criteria, including a verbatim copy of such change or modification, shall be delivered to each Member of the Association, provided that the delivery of a copy of the modification or amendment to the Architectural Planning Criteria shall not constitute a condition precedent to the effectiveness or validity of such change or modification.

(B) To require submission of one (1) complete set of all plans and specifications for any improvement or structure of any kind, including without limitation, any building, fence, wall, sign, site paving, grading, pool, parking and building additions, alteration, screen enclosure, sewer, drain, disposal system, decorative building, landscaping, landscape device or object or other improvement, the construction of placement of which is proposed upon any Parcel or Property in the Neighborhood, together with a copy of any required governmental permits. The Architectural Reviewer may also require submission of samples of building materials and colors proposed for use on any Parcel or the Property and may require such additional information as reasonably may be necessary for the Architectural Reviewer to completely evaluate the proposed structure or improvement in accordance with this Declaration and the Architectural Planning Criteria. Reviews shall be coordinated with required governmental approvals. The Architectural Reviewer shall have sixty (60) days to respond once a complete set of plans and specifications have been submitted. Failure to respond within said sixty (60) days shall be deemed an approval.

(C) To approve or disapprove any improvement or structure of any kind, including without limitation, any building, fence, wall, sign, site paving, grading, pools, parking and building additions,

alterations, screen enclosure, sewer, drain, disposal system, decorative building landscaping, landscape device or object, or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Parcel or the Property in the Neighborhood and to approve or disapprove any exterior additions, changes, modifications or alterations (including, but not limited to, changes in exterior colors, finishes and materials) therein or thereon. All decisions of the Architectural Reviewer shall be in writing and may, but need not be made by a certificate in recordable form.

(D) To approve or disapprove any change, modification or alteration to any improvement or structure as hereinabove described, and the plans and specifications if any upon which such change modification or alteration is based, prior to commencement of construction of such change, modification or alteration. If any improvement or structure as aforesaid shall be changed, modified or altered without prior approval of the Architectural Reviewer of such change, modification or alteration, and the plans and specifications therefore, if any, then the Owner shall upon demand, cause the improvement or structure to be restored to comply with the plans and specifications, originally approved by the Architectural Reviewer and shall bear all costs and expenses of such restoration, including costs and reasonable attorney's fees of the Architectural Reviewer or the Association. The Architectural Reviewer shall be specifically empowered to grant variances from the covenants, conditions and restrictions as contained herein and as are deemed reasonable, required or necessary to meet the needs of the particular building site.

(E) To adopt a schedule of reasonable fees for processing requests for approval or proposed improvements. Such fees, if any, shall be payable to the Architectural Reviewer, in cash, at the time that plans and specifications are submitted to the Architectural Reviewer. In the event such fees, as well as any other costs or expenses of the Architectural Reviewer pursuant to any other provisions of this Article are not paid by the Owner, they shall become a lien on the Owner's Property.

(F) To monitor construction to verify compliance with the provisions hereof and any approvals and conditions of the Architectural Reviewer.

5.4 Architectural Control by the Master Association. Approval of construction, modification, or alteration of any Living Unit or Neighborhood Association Common Area granted by the Architectural Reviewer pursuant to this Declaration shall not avoid the need for nor guaranty such approval as may be required by The Ranch at Orange Blossom Documents or Orange Tree Documents. The Design Review Guidelines of the Master Association shall take priority over any conflicting architectural control or review provisions adopted by the Association.

5.5 Garages. No garages shall be converted to residential use or use other than as originally designed with the exception of conversion of a garage by the Developer for use as a temporary sales office.

5.6 Developer Construction. The provisions of this Section 5 shall not apply to Developer and Developer reserves the right to alter the plan of development and architectural style of the Properties and Living Units as it deems desirable in its discretion.

6. PROPERTY RIGHTS: EASEMENTS.

6.1 Use of Neighborhood Association Common Area. Every Owner and his tenants, guests and invitees shall have a perpetual non-exclusive easement for ingress, egress and access in, to and over the sidewalks, walkways and private roads, if any, which may be contained within the Neighborhood Association Common Area for use in common with all other Owners, their tenants, guests and invitees. Except as otherwise limited in the Governing Documents, the portions of the Neighborhood Association

Common Area not used for walkways, private streets, sidewalks or driveways shall be for the common use and enjoyment of the Owners and each Owner shall have a permanent and perpetual easement for the use and enjoyment of such lands as common open space in such manner as may be regulated by the Association. These easements shall be appurtenant to and shall pass with the title to every Living Unit subject to the following:

(A) The right and duty of the Association to levy assessments against each Parcel for the upkeep, maintenance, repair or betterment of the Neighborhood Association Common Area and improvements thereon.

(B) The right of the Association to dedicate or transfer or grant an easement covering all or any part of the Neighborhood Association Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be determined by the Board. No such easement shall materially interfere with the rights of the Owner to use the Neighborhood Association Common Area for the purposes intended.

(C) The right of an Owner to the use and enjoyment of the Neighborhood Association Common Area and facilities thereon shall extend to the members of his family who reside with him, and to his tenants, guests and invitees subject to regulation from time to time by the Association.

THE ASSOCIATION SHALL ACCEPT "AS IS, WHERE IS" THE CONVEYANCE OF THE NEIGHBORHOOD ASSOCIATION COMMON AREA WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, WITH RESPECT THERETO, OR WITH RESPECT TO THE IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO, REPRESENTATIONS OR WARRANTIES REGARDING THE CONDITION, CONSTRUCTION, ACCURACY, COMPLETENESS, DESIGN, ADEQUACY OF SIZE OR CAPACITY IN RELATION TO THE UTILIZATION, DATE OF COMPLETION OR THE FUTURE ECONOMIC PERFORMANCE OF OPERATIONS OF, OR THE MATERIALS OR FURNITURE WHICH HAS BEEN OR WILL BE USED IN SUCH PROPERTY. BY ACCEPTANCE OF AN INTEREST IN ANY SUCH PROPERTY OR THE DEED TO ANY PARCEL, THE ASSOCIATION AND ALL OWNERS RELEASE DEVELOPER FROM ANY CLAIMS AND WARRANT THAT NO CLAIM SHALL BE MADE BY THE ASSOCIATION OR ANY OWNER RELATING TO THE CONSTRUCTION, CONDITION, ADEQUACY FOR ANY PARTICULAR PURPOSE OR FOR THE NUMBER OF USERS, DESIGN, FITNESS, ECONOMIC PERFORMANCE OR COMPLETENESS OF SUCH PROPERTY OR REPAIRS OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING THEREFROM.

6.2 Easements. The Developer (during any period in which the Developer has any ownership interest in the Properties) shall have the right to grant such electric, telephone, gas, water, sewer, irrigation, drainage, cable television or other easements, and to relocate any existing easement in any portion of the Properties and to grant access easements and to relocate any existing access easements in any portion of the Properties as the Developer shall deem necessary or desirable, for the proper construction of the Properties, operation and maintenance of the Properties, or any portion thereof, or for the general health or welfare of the Owners or for the purpose of carrying out any provisions of this Declaration. Such easements or the relocation of existing easements may not prevent or unreasonably interfere with the use of the Parcels and Living Units. Each Living Unit and Parcel shall be subject to an easement in favor of all other portions of the Properties for the location of utilities and for surface water drainage, for lateral and subjacent support, and for the use, maintenance, repair, and replacement of public utility lines and other similar or related facilities serving other Parcels and portions of the Properties. If, by reason of original construction, shifting, settlement or movement, any Living Unit encroaches upon the Neighborhood Association Common Area or

upon any other Parcel, then an easement shall exist to the extent of that encroachment as long as the encroachment exists. In the event that any structure is partially or totally destroyed, then rebuilt, then the Owners and the Association agree that minor encroachments on adjacent Parcels or on Neighborhood Association Common Area due to construction shall be permitted and that an easement for such encroachments and the maintenance of the structure shall exist. The Association is granted a blanket easement over the Neighborhood Association Common Area and Parcels for repair and maintenance and for carrying out its responsibilities pursuant to this Declaration. Each Parcel shall be subject to an access easement in favor of the adjoining Owner(s) and their contractors and agents for purposes of using the rear yard area in order to bring materials and construction equipment to the rear of the Parcel for construction of pools or other structures. The adjoining Owner shall restore the Parcel to its previous condition following completion of such construction. Following transition from Developer control, the Association shall have the authority to grant easements on the foregoing terms, subject to the Developer's prior written consent as long as Developer owns a Parcel or any property located in the Neighborhood.

6.3 Partition: Separation of Interest. There shall be no judicial partition of the Neighborhood Association Common Area, except as expressly provided elsewhere herein, nor shall Developer, or any Owner or any other person acquiring any interest in the Neighborhood, or any part thereof, seek judicial partition thereof. Nothing herein shall be construed to prevent judicial partition of any Parcel and Living Unit owned on cotenancy. The ownership of any Parcel and the ownership of the Living Unit constructed thereon may not be separated or separately conveyed; nor may any person who does not have an ownership interest in at least one Parcel and Living Unit hold membership in the Association, except for Developer.

6.4 Construction; Maintenance. The Developer (including its agents, designees, contractors, successor and assigns) shall have the right, in its and their sole discretion, to enter the Neighborhood and take all other action necessary or convenient for the purpose of completing the construction thereof, of any improvements or Living Units. As long as Developer is liable under the terms of any warranty in favor of an Owner, Developer and its agents, designees, contractors, and their successor and assigns shall have an easement of access to the Neighborhood and any Parcels and Living Units in order to make repairs or replacements, and take all other action necessary or convenient for the purpose of fulfilling its obligations.

6.5 Additional Easements. The Parcels shall be subject to and benefited by any and all easements which are set forth in The Ranch at Orange Blossom Documents and the Plat of Orange Blossom Ranch Phase 1A recorded in Plat Book 45 at Page 58, et seq., Public Records of Collier County, Florida, respectively (the "Plat"). The Association shall have such easements across the Properties and all Parcels as are necessary to fulfill its obligations as set forth in the Governing Documents. The Master Association and the Master Developer have such easements in Fairmont as more particularly described in the Master Association Declaration.

7. MAINTENANCE OF NEIGHBORHOOD ASSOCIATION COMMON AREA AND LIVING UNITS.

7.1 Association Maintenance. The Association is responsible for the protection, maintenance, repair and replacement of the Neighborhood Association Common Area. All maintenance, repair and replacement which is the responsibility of the Association shall be a common expense, unless the Association undertakes maintenance, repair or replacement of a Parcel due to an Owner's failure to undertake the maintenance, repair or replacement.

7.2 Owner Maintenance. Parcel Owners shall maintain, repair and replace their Parcels, Living Units and any other improvements, modifications and additions thereto in a safe, clean, orderly and attractive condition those portions of the Parcel, Living Unit and any other improvements located thereon.

Whenever an Owner contracts for maintenance, repair or replacement, alteration, addition or improvement of any portion of the Parcel, whether with or without approval from the Architectural Reviewer, such Owner shall be deemed to have warranted to the Association and its Members that his contractor(s) are properly licensed and fully insured and that the Owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance.

7.3. Alterations and Additions to Neighborhood Association Common Area. Material alterations or substantial additions to the Neighborhood Association Common Area may be undertaken and funds necessary levied as special assessments by the Association only upon approval by a majority of the Board of Directors and the Developer (until Developer conveys the last Parcel which may be submitted to the terms of this Declaration). Alterations and additions to the Neighborhood Association Common Area and Living Units also require architectural approval under The Ranch at Orange Blossom Documents and may require approval under the Orange Tree Documents. The Neighborhood Association Common Area shall not be mortgaged or conveyed without the approval of at least 2/3 of the Class "A" Members (excluding the Developer).

7.4 Enforcement of Maintenance. In the event that an Owner fails or refuses to comply with these provisions, after fourteen (14) days notice and demand from the Association and the Owner's failure to comply, the Association shall have the authority (but not the obligation) to take whatever action is reasonably necessary in its judgment to bring the Parcel and Living Unit into conformity and the expenses of doing so shall be an obligation of the Owner collectable as a special assessment against that Parcel. The Association is granted an easement upon the Parcel and its improvements for these purposes. In the alternative, the Association may institute legal proceedings to compel the Owner to observe his obligations set forth in the Governing Documents.

7.5 Negligence: Damage Caused by Condition in Living Unit. The Owner of each Living Unit shall be liable for the expenses of any maintenance, repair or replacement of Neighborhood Association Common Area, other Living Units, or personal property made necessary by his act or negligence, or by that of any member of his family or his guests, employees, agents, or tenants. Each Owner has a duty to maintain his Living Unit and personal property therein, in such a manner as to prevent foreseeable and reasonably preventable damage to other Living Units, the Neighborhood Association Common Area or the property of other Owners and residents. If any condition, defect or malfunction, resulting from the Owner's failure to perform this duty causes damage to other Living Units, the Neighborhood Association Common Area or property within other Living Units, the Owner of the offending Living Unit shall be liable to the person or entity responsible for repairing the damaged property for all costs of repair or replacement not paid by insurance. The Association may, but is not obligated to repair the damage and hold the responsible party liable for all costs, secured by a lien against the applicable Parcel, which lien may be foreclosed in the same manner as the Association's Claim of Lien.

7.6 Developer's Lien. In the event the Association fails to maintain, replace or repair as herein provided, upon thirty (30) days notice to the Association, the Developer or its designee shall have the right, without being obligated to do so, to enter upon the Neighborhood and cause said maintenance, replacement, or repair to be made, and in such event, the Developer shall have a lien upon the Neighborhood, including all Parcels therein, for the costs thereof, including, without limitation, interest, court costs and reasonable attorneys' fees and appellate attorneys' fees incurred by the Developer in collecting the sums expended by it. The aforesaid lien may be foreclosed in the same manner as the Association's Claim of Lien. In the event of an emergency situation threatening the health and welfare of the residents, the Developer may immediately enter upon the Neighborhood and cause such maintenance replacements or repairs to be made forthwith and without the requirement of any prior notice thereof, and the Developer shall have an enforceable lien upon the Neighborhood as described above.

7.7 Surface Water Management System. The surface water management system shall consist of certain water management lakes and ancillary drainage facilities constructed by the Master Developer in accordance with permits issued by the South Florida Water Management District. The Master Developer and Master Association may reconfigure the size and location of the lakes. The Master Developer and the Master Association shall have an easement over the Properties for purposes of accessing the lakes and ancillary drainage facilities. The Master Developer and the Master Association may require the surface water management system and other conservation areas in The Ranch at Orange Blossom to be included in the Neighborhood Association Common Area. The lakes shall not be available for use by Parcel Owners or the Association, nor shall any Parcel Owner in any manner interfere with or alter the surface water management system or interfere with the access rights of any entity responsible for its maintenance. All Owners acknowledge that due to ground water elevations, priorities established by governmental authorities, and other causes outside of the control of the Developer and the Association, lake water levels may fluctuate at certain times during the year and such fluctuations may be material. Neither the Developer nor the Master Association shall have any liability for aesthetic conditions, objectionable odors, damage to plantings or direct or consequential damages of any nature caused by the fluctuation of water levels or water quality.

7.8 Standard of Maintenance. The Association and each Owner shall perform their maintenance responsibilities hereunder in a manner consistent with the Community-Wide Standard established pursuant to the Master Association Declaration.

8. INSURANCE. The Association shall obtain and maintain adequate insurance for the Neighborhood Association Common Area (with provisions for deductibles) as follows:

(A) Casualty. To the extent that there is Neighborhood Association Common Area containing any improvements, the coverage shall afford protection against loss or damage by fire or other hazards covered by a standard extended coverage endorsement, and such other risks as are customarily covered with respect to improvements on the Neighborhood Association Common Area, including, but not limited to, flood (if required by law), vandalism, or malicious mischief. All or any part of such coverage may be extended to include the Association's personal property as the Board may deem desirable. The Association shall act as agent of the Owners and shall adjust all losses on their behalf.

(B) Liability. Premises and operations liability for bodily injury and property damage in such limits of protection and with such coverage as are determined by the Board of Directors, with cross liability endorsement to cover liabilities of the Owners as a group to an Owner, if obtainable at reasonable cost.

9. USE RESTRICTIONS.

9.1 Residential Purposes. No Parcel shall be used for other than single-family residential purposes, except that Parcels, or portions of Parcels may be used by Developer for temporary offices, sales offices or models. 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; (c) the business activity involves only telephone calls and correspondence to and from the Unit and does not involve persons coming into the Neighborhood who do not reside in the Neighborhood or door-to-door solicitation of occupants of the Neighborhood; and (d) the business activity is consistent with the residential character of the Neighborhood and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other occupants of Units. The use of a Unit as a public lodging establishment shall be

deemed a business or trade use. 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.

9.2 Signs. No sign or advertisement of any kind, including, without limitation, those of realtors, contractors and subcontractors, shall be erected within the Neighborhood without the written consent of the Board of Directors or in accordance with the regulations adopted by the Board of Directors of the Association and the Master Association, except in connection with the sale or resale of Parcels by the Developer or as may be required by legal proceedings. Signs which are permitted within the Neighborhood may be restricted as to the size, color, lettering, materials and location of such signs. The Board of Directors or Developer shall have the right to erect signs as they, in their discretion, deem appropriate. Under no circumstances shall signs, flags, banners or similar items advertising or providing directional information with respect to activities being conducted outside the Neighborhood be permitted within the Neighborhood without the express written consent of the Boards of Directors of the Association and the Master Association or unless they are installed by the Developer. No sign shall be nailed or otherwise attached to trees.

9.3 Nuisance. Nothing shall be done upon any Parcel or in any Neighborhood or in the Neighborhood Association Common Area which may be or may become an annoyance or nuisance to any person. No obnoxious, unpleasant or offensive activity shall be carried on, nor shall anything be done which can be reasonably construed to constitute a nuisance, public or private in nature. All residents shall observe the vehicular speed limits and pool rules posted on signs in the Neighborhood Association Common Area.

9.4 Underground Utility Lines and Services. All electric, telephone, gas and other utility lines shall be installed underground, except for temporary lines as required during construction or if required by law.

9.5 Neighborhood Association Common Area. No Parcel Owner shall make use of the Neighborhood Association Common Area in such a manner as to abridge the equal rights of the other Parcel Owners to their use and enjoyment thereof nor shall any Parcel Owner remove, prune, cut, damage or injure any trees or other landscaping located in the Neighborhood Association Common Area. Except as otherwise stated in this Declaration and its Exhibits or with respect to Developer's reserved rights, any portion of the Neighborhood Association Common Area which is deemed open space shall be owned by the Association and preserved and maintained by it and shall not be destroyed.

9.6 Pets and Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Parcel, except that a reasonable number of dogs, cats and other usual and non-exotic household pets may be kept (except for pit bulls, "wolf hybrids", or other dogs prone to or exhibiting aggressive behavior), provided they are not kept, bred or maintained for any commercial purposes. All animals shall be contained on the Owner's Parcel and shall not be permitted to run freely. When outside the Owner's Living Unit (if it does not have a fence or "invisible fence"), all pets must be carried or secured with a hand held leash.

9.7 Trucks, Commercial Vehicles, Recreation Vehicles, Mobile Homes, Boats, Campers and Trailers.

(A) Vans, pick-up trucks and sport utility vehicles shall be considered to be automobiles and may be parked on driveways if the vehicle is used for the primary purpose of transportation of passengers and their personal goods. If the vehicle is used primarily for the transportation of goods then it shall be considered to be a truck. Law enforcement vehicles may be parked on driveways and in parking spaces if the driver is a law enforcement officer. All other vehicles (i.e. all motorized and non-motorized vehicles except operable automobiles) including, without limitation, the following: inoperable automobiles, golf carts, commercial vehicles, recreational vehicles, all-terrain vehicles, ambulances, hearses, motorcycles, motorbikes, bicycles, watercraft, aircraft, house trailers, camping trailers, other trailers, vehicles with commercial markings, racks or tools in the bed and tractors shall be kept within an enclosed garage. Parking in the roadway is prohibited. Bicycle racks are permitted on non-commercial vehicles. Garage doors must be kept closed except when a vehicle must enter or exit the garage. Any use of a motorcycle is limited to providing ingress/egress to a Parcel over roadways. All motorcycles shall be equipped with effective sound muffling devices and must be parked in a garage when not in use.

(B) No commercial vendor vehicle of any kind shall be permitted to be parked on a residential Parcel for a period of more than twelve (12) hours unless such vehicle is necessary and being used in the actual construction or repair of a structure or for grounds maintenance.

(C) None of the foregoing restrictions shall apply to commercial vehicles or other vehicles which may be utilized by Developer, its contractors and subcontractors for purposes of completing construction of the Community.

9.8 Exterior Colors. No exterior colors on any structure, nor the colors of driveways and walkways shall be permitted that, in the sole judgment of the Architectural Reviewer, would be inharmonious or incongruous with the remainder of Fairmont. Any future color changes, as described above, desired by Owners must be first approved in writing by the Architectural Reviewer. The color of the roof tile shall not be changed nor shall other roofing materials or styles be substituted.

9.9 Landscaping. All areas not covered by structures, walkways, paved parking facilities or areas approved by the Association to be left in their natural state shall be maintained as lawn or landscape areas to the pavement edge of any abutting streets and to the waterline of any abutting lakes, canals or surface water management areas. All lawn and landscaped areas shall be kept in good and living condition.

9.10 Driveways and Parking Areas. All driveways shall be constructed of concrete or paverstone.

9.11 Antennas and Flagpoles. Antennas and satellite dishes are prohibited, except that (a) antennas or satellite dishes designed to receive direct broadcast satellite service which are one meter or less in diameter (b) antennas or satellite dishes designed to receive video programming services via multi-point distribution services which are one meter or less in diameter; or (c) antennas or satellite dishes designed to receive television broadcast signals, ("Reception Device") shall be permitted, provided that the Reception Device is located so as not to be visible from outside the Living Unit, or is located on the side or rear yard of the Parcel. The Architectural Reviewer may require that a Reception Device be painted or screened by landscaping in order to blend into the Living Unit and removed from view from the street and other Living Units. A flagpole shall not be used as an antenna. The installation and display of flagpoles and flags shall be subject to regulation by the Architectural Reviewer, but no Owner shall be prevented from displaying a portable, removable United States flag or official flag of the State of Florida in a respectful manner, or on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day, a portable, removable US Army, Navy, Air Force, Marine Corps or Coast Guard flag not larger than 4.5' x 6'.

9.12 Outdoor Equipment. All garbage and trash containers, oil tanks, bottled gas tanks, swimming pool equipment, housing and sprinkler pumps and other such outdoor equipment must be walled-in or placed in sight-screened or fenced-in areas so that they shall not be readily visible from any adjacent streets or properties. Otherwise, adequate landscaping shall be installed and maintained around these facilities. The Neighborhood shall be equipped with dual water lines, one of which shall be designated to utilize non-potable water. All underground irrigation systems must be connected to the non-potable water line and all spigots on the exterior portion of a structure shall be connected to the potable water line.

9.13 Air Conditioning and Heating Equipment. All air conditioning and heating units shall be shielded and hidden so that they shall not be readily visible from any adjacent streets or properties. Window or wall air conditioning units are prohibited.

9.14 Solar Collectors. The Architectural Reviewer must approve the location of the materials used in the construction of solar collectors.

9.15 Fences, Window Coverings Hurricane Shutters. No fence shall be constructed on any Parcel without approval from the Architectural Reviewer. In no event may a fence be placed in the area between the front of a Living Unit and the road at the front of the Parcel upon which the Living Unit is situated. All approved fences on the rear of a Parcel shall be required to have a gate to permit access for maintenance purposes to the portion of the Parcel not enclosed within the fence. The Owner shall be obligated to maintain the fence, including, but not limited to, trimming any grass, ivy or other plants from the fence. The Architectural Reviewer may condition approval of a fence upon the Owner's agreement to install landscaping that is also approved by the Architectural Reviewer. In addition, the installation of any fence placed upon any Parcel is subject to easements which run with the land. In the event the grantee of any such easement which encumbers a Parcel (i.e., a utility company) and its successors and/or assigns requires the removal of any fence upon the Parcel, then the Owner of said Parcel shall, at the Owner's sole cost and expense, immediately remove the fence. No fence shall be permitted in any "lake maintenance easement" that is referenced on the Plat. All fences shall be installed and maintained in compliance with all applicable laws, zoning ordinances and regulations. An Owner shall be obligated to construct a fence in a manner that permits sections of it to be temporarily removed if necessary to permit an adjacent Owner, the Developer or the Association to construct improvements on the Parcel or the adjacent Parcel and to fulfill any obligation imposed pursuant to this Declaration.

Owners may install hurricane shutters, subject to specifications adopted by the Architectural Reviewer and the Master Association. The Architectural Reviewer shall have the authority to adopt hurricane shutter specifications, which may include color, style, time periods in which shutters may be kept closed, and other factors deemed relevant by the Architectural Reviewer. Laminated glass and window film architecturally designed to function as hurricane protection which complies with the applicable building code, may be used in place of hurricane shutters, except that reflective window coverings are prohibited. The Architectural Reviewer's hurricane shutter specifications may not conflict with those adopted by the Master Association's Board of Directors, except that they may be more restrictive than those adopted by the Master Association's Board of Directors.

9.16 Lighting. The exterior lighting of a Parcel shall be accomplished in accordance with a lighting plan approved in writing by the Architectural Reviewer.

9.17 Developer. As used in this Section 9, when the Association's or the Architectural Reviewer's approval is required, it shall, prior to Transition, mean the "Developer's approval" (unless the Developer has delegated its architectural review functions to the ARC or the Board of Directors). After

Transition, the Developer's approval shall also be required as long as Developer owns a Parcel or other property within the Neighborhood.

9.18 Clothes Drying Area/Clotheslines. No outdoor clothes drying area or clotheslines are permitted.

9.19 The Ranch at Orange Blossom Documents. The use and alteration of all Living Units and Neighborhood Association Common Area by the Association and all Owners is governed and limited by The Ranch at Orange Blossom Documents. The use restrictions contained herein and any rules and regulations of the Association, as they may be amended from time to time, shall be cumulative with the provisions of The Ranch at Orange Blossom Documents. In the event of conflict between the Fairmont Documents and The Ranch at Orange Blossom Documents those of The Ranch at Orange Blossom Documents shall be superior; provided, the foregoing priority shall not prevent enforcement by the Association of use restrictions or rules and regulations which are more restrictive than those contained in The Ranch at Orange Blossom Documents.

10. DEVELOPER'S AND ASSOCIATION'S EXCULPATION. The Association and the Developer may grant, withhold or deny its permission or approval in any instance where its permission or approval is permitted or required without incurring liability of any nature to the Owners or any other person for any reason whatsoever. Any permission or approval granted shall be binding upon all persons.

11. ENFORCEMENT OF COVENANTS AND ABATEMENT OF VIOLATIONS. Every Owner and the Owner's family members, tenants, guests and invitees shall at all times comply with all the covenants, conditions and restrictions of the Governing Documents. All violations of the Governing Documents shall be reported immediately to a member of the Board of Directors. Before undertaking any remedial, disciplinary or enforcement action against a person alleged to be in violation, the Association shall give the alleged violator reasonable written notice of the alleged violation, except in emergencies. Disagreements concerning violations, including, without limitation, disagreements regarding the proper interpretation and effect of the Governing Documents, shall be presented to and determined by the Board of Directors of the Association, whose interpretation of the Governing Documents and/or whose remedial action shall control. If any person, firm or entity subject to the Governing Documents fails to abide by them, as they are interpreted by the Board of Directors, the Association shall have the ability to take any action to compel compliance as set forth below.

11.1 Legal Action. Judicial enforcement of the Governing Documents shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate the Governing Documents, to restrain violation and/or to recover damages, or against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If such action is instituted, the Association shall, in addition, be entitled to recover its costs and attorney's fees incurred in enforcing the Governing Documents. Certain disputes must be submitted to dispute resolution procedures conducted by the Division of Florida Land Sales, Condominiums and Mobile Homes ("Division") as more particularly set forth in Section 720.311 of the Act.

11.2 Entry by Association. Violation of any conditions or restrictions, or breach of any covenant, herein contained or in any of the Governing Documents, shall also give the Developer, its successors and assigns, and/or the Association and its authorized agent or representative, in addition to all other remedies, the right to enter upon the land of a Living Unit where such violation or breach exists and in the event of an emergency, summarily abate and remove, at the expense of the Owner of the land, any construction or other violation that may be or exist thereon. The Developer, its successors and assigns

and/or the Association and its authorized agents shall not thereby become liable in any manner for trespass, abatement or removal. The Master Association and Master Developer have such entry rights as are more particularly described in the Master Association Declaration.

11.3 Fines. The Board may impose a fine or fines against an Owner for failure of the Owner, his family, guests, invitees, tenants, or agents of any of the foregoing, to comply with any covenant, restriction, rule, or regulation contained herein or promulgated pursuant to the Governing Documents. Fines shall not be secured by a lien against the Parcel, unless permitted by the Act.

11.4 Alternative Method for Resolving Disputes with the Developer. In any dispute ("Claim") between the Association, or any Owner, tenant, guest, occupant or invitee against the Developer or its directors, officers, agents and employees, or against any directors or officers of the Association appointed by the Developer prior to the Turnover Date, mediation and then final and binding arbitration shall apply. The procedures set forth in subsections (A) through (E) below shall apply, except in the case of a Claim alleging a construct defect brought against the Developer by the Association, that is governed by Chapter 558, Florida Statutes, in which case the procedures set forth in subsections(A) through (E) shall be modified as described in subsection (G):

(A) Any party having a Claim ("Claimant") against the other party ("Respondent") shall notify the Respondent in writing ("Notice"), stating plainly and concisely:

- (1) the nature of the Claim, including the persons involved and the Respondent's role in the claim;
- (2) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises);
- (3) Claimant's proposed remedy; and
- (4) that Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim.

(B) The parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim. If the parties do not resolve the Claim within thirty (30) days of the date of the Notice (or within such other period as may be agreed to by the parties), Claimant shall have ten (10) days in which to submit the Claim to mediation under the auspices of a mediator certified by the 20th Judicial Circuit. If Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation conference, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to any person other than the Claimant. Any settlement of the Claim through mediation shall be documented in writing by the mediator and signed by the parties. If the parties do not settle the Claim at the mediation conference, the mediator shall issue a notice of an impasse and the date the mediation was terminated. The mediation conference shall occur within sixty (60) days of the Notice unless the parties agree to an extension.

(C) If the mediation results in an impasse, then either party shall have ten (10) additional days in which to submit the Claim to final and binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association ("AAA"), in the case of a construction defect claim and the Federal Arbitration Act (Title 9 of the United States Code). If not timely submitted to arbitration or if the Claimant does not appear for the arbitration hearing, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on

account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to any person other than the Claimant. This subsection (C) is an agreement to arbitrate and is specifically enforceable under Chapter 682, Florida Statutes. The arbitration award shall be final and binding, and judgment may be entered upon it in any court of competent jurisdiction to the fullest extent permitted under the laws of the State of Florida.

(D) In any dispute under this Section 11.4, the parties shall share the fees and costs associated with mediation. In the case of arbitration, the prevailing party shall be entitled to judgment for its reasonable attorney's fees and costs incurred.

(E) If the parties agree to a resolution of any Claim through negotiation, mediation or arbitration under this Section 11.4, and any party thereafter fails to abide by the terms of such agreement, or if any party fails to comply with an arbitrator's final order, then any other party may file suit in a court of competent jurisdiction to enforce such agreement or final order without the need to again comply with the procedures set forth above. In such event, the party taking action to enforce the agreement or final order shall be entitled to recover from the non-complying party (or if more than one non-complying party, jointly and severally), all costs incurred in enforcing such agreement or final order, including, without limitation, reasonable attorney's fees and costs.

(F) This Section 11.4 shall not apply to a dispute between an Owner and the Developer concerning the purchase and sale and construction of a Parcel or Unit. Those disputes shall be governed by the provisions of any purchase and sale agreement or construction agreement.

(G) In the case of a Claim alleging a construction defect brought against the Developer by the Association that is governed by Chapter 558, Florida Statutes, the parties to the dispute shall follow the procedures set forth therein. If the Claimant has followed the procedures set forth in Chapter 558, Florida Statutes, and is entitled to proceed with an "action" (as defined therein) the Claimant shall then have ten (10) days in which to submit the Claim to final and binding arbitration as described in subsections (C) through (E) above.

12. LEASING, CONVEYANCE, DISPOSITION. In order to maintain a community of congenial, financially responsible residents with the objectives of inhibiting transiency, protecting the value of the units and facilitating the development of a stable, quiet community and peace of mind for all residents, the lease, and transfer of ownership of a Parcel by an Owner shall be subject to the following restrictions, which each Owner covenants to observe (except for the exceptions set forth in Section 12.5 below):

12.1 Forms of Ownership:

(A) A Parcel may be owned by one natural person who has qualified and been approved as elsewhere provided herein.

(B) Co-ownership. Co-ownership of Parcels may be permitted. If the proposed co-owners are other than husband and wife or two (2) individuals who reside together as a single housekeeping unit, the Board shall condition its approval upon the proposed co-owners' designation of two (2) individuals as the "Primary Occupants". The use of the Parcel by persons other than the Primary Occupants shall be as though the Primary Occupants were the only actual Owners. The intent of this provision is to permit multiple Owners, but to prohibit short term, transient use by several individuals or families. Any change in the Primary Occupants shall be treated as a transfer of ownership by sale or gift, subject to all of the provisions of this Section. No more than one such change will be approved in any twelve(12)-month period.

(C) Ownership by Corporations, Partnerships or Trusts. A Parcel may be owned in trust, or by a corporation, partnership or other entity which is not a natural person, if approved in the manner provided for other transfers or title. However, the intent of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which the Parcel may be used as short term transient accommodations for several individuals or families. The approval of a trustee, corporation or other entity as an Owner shall be conditioned upon the proposed Owner's designation of two (2) individuals as the "Primary Occupants". The use of the Parcel by persons other than the Primary Occupants shall be as though the Primary Occupants were the only actual Owners. Any change in the Primary Occupants shall be treated as a transfer of ownership by sale or gift, subject to all the provisions of this Section 12. No more than one such change will be approved in any twelve(12)-month period.

(D) Life Estate. A Parcel may be subject to a life estate, either by operation of law or by approved voluntary conveyance. In that event, the life tenant shall be the only Member from such Parcel, and occupancy of the Parcel shall be as if the life tenant were the only Owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy right unless separately approved by the Association. The life tenant and holders of the remainder interest shall be jointly and severally liable for all assessments and charges against the Parcel. The life tenant may, by signed agreement, transfer the right to vote in all Association matters to any one remainderman, subject to approval by the Association of such arrangement. Except in the case where such a transfer has been made, if the consent or approval of the Owner is required for any purpose, that consent or approval of the holders of the remainder interest shall not be required.

12.2 Transfers. Prior to the lease or transfer, it is the responsibility of the Owner to provide the tenant or purchaser the complete set of Governing Documents and any other documents required by law.

(A) Lease, Sale or Gift. No Owner may effectively lease or convey title to a Parcel or any interest therein by sale or gift without the prior written approval of the Board of Directors of the Association.

(B) Devise or Inheritance. If any Owner acquires his title by devise or inheritance, his right to Occupy or use the Parcel shall be subject to the approval of the Association. The approval of the Association shall not be denied to any devisee or heir who was the decedent's lawful spouse, child (whether by blood, marriage, legal custody or adoption), parent or a Primary Occupant.

(C) Other Transfer. If any person acquires title in any manner not considered in the foregoing subsections, his right to Occupy the Parcel shall be subject to the approval of the Association under the procedure outlined in Section 12.3 below.

12.3 Procedures.

(A) Notice to Association.

(1) Lease, Sale or gift. An Owner intending to lease his Living Unit or sell or make a gift of his Parcel or any interest therein, shall give to the Board of Directors or its designee, written notice of such intention at least twenty (20) days prior to first date of occupancy pursuant to the proposed lease or the date of closing, together with a copy of the purchase and sale agreement or lease, and the name, and address of the proposed tenant, purchaser or donee and such other information as the Board may reasonably require. The Association may charge a transfer fee in the amount of up to \$100.00 for the cost of processing each application.

(2) Devise. Inheritance or Other Transfers. The transferee must notify the Association of his ownership and submit to the Association a certified copy of the instrument evidencing his ownership and such other information as the Board may reasonably require. The transferee shall have no occupancy right unless approved by the Board, but may sell or lease the Parcel in accordance with the procedures provided in this Declaration.

(3) Failure to give Notice. If no notice is given, the Association at its election may approve or disapprove the lease or transfer without prior notice. If it disapproves, the Association shall proceed as if it received notice on the date of such disapproval; however, the proposed transferee may provide the Board with the required notice and request reconsideration.

(B) Within twenty (20) days of receipt of the required notice and all information requested, but not later than sixty (60) days after receipt of the notice, whichever occurs first, the Board shall approve or disapprove the lease or transfer. If a lease or transfer is approved, the approval shall be stated in a Certificate of Approval executed by the President or Vice-President of the Association in recordable form (for transfers) and delivered to the lessor or transferee. If the Board neither approves or disapproves within twenty (20) days, such failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a Certificate of Approval to the lessor or transferee. If the Association disapproves without good cause, upon written demand of the Owner, the Association shall supply an alternate purchaser it approves or the Association may itself elect to purchase and the Owner must sell to such alternate purchaser or to the Association upon the same terms set forth in the purchase and sale agreement, or the Owner may withdraw the proposed sale. In the event of a sale, the closing shall occur within sixty (60) days after an alternate purchaser has been furnished or the Association has elected to purchase.

(C) Disapproval.

(1) The Board may disapprove a proposed lease or transfer only if a majority of the whole Board votes to disapprove the transfer. Only the following shall be deemed to constitute good cause:

(a) The person seeking approval has been convicted of a felony involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude;

(b) The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts;

(c) The application for approval on its face indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the Properties;

(d) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other social organizations or associations, or by his conduct as a tenant, Owner or occupant of a Living Unit;

(e) The person seeking approval failed to provide the information and appearance required to process the application in a timely manner; or

(f) The Owner is delinquent on assessments owed to the Association at the time of application.

12.4 Leasing. Only entire Living Units may be leased. The minimum leasing period is thirty (30) days and no Unit may be leased more than two (2) times in any one (1) calendar year. For purposes of this restriction, the first day of occupancy under the lease shall conclusively determine in which year the

lease occurs. No Living Unit may be used on a "time share" basis. All leases must and shall be deemed to contain the agreement of the tenant(s) to abide by all of the restrictions contained in the Governing Documents and shall be deemed to provide that a violation thereof is grounds for damages, termination and eviction and that the tenant and the Owner agree that the Association may proceed against either the Owner or the tenant and that the Owner or the tenant shall be responsible for the Association's costs and expenses, including attorney's fees and costs, secured by a lien against the Parcel.

12.5 Exception. The provisions of Section 12 do not require Association approval of the acquisition of title by judicial sale, nor by an Institutional Mortgagee who acquires title through the mortgage, whether by foreclosure or deed in lieu of foreclosure; however, Association approval is required for a purchaser from such mortgagee. The Developer shall have the right to sell, lease or transfer any Parcel it owns without Association approval, and on such terms and conditions it deems to be in its best interests.

12.6 Unapproved Transfers. Any lease, sale or transfer which is not approved pursuant to the terms of this Declaration shall be void unless subsequently approved in writing by the Board.

13. DEVELOPER'S RIGHTS AND DUTIES: So long as the Developer holds title to any Parcels or other property in the Neighborhood, the following shall apply, notwithstanding any other provisions to the contrary.

13.1 Developer's Use. Neither the Owners nor the Association nor their use of the Parcels, Living Units, or Neighborhood Association Common Area shall unreasonably interfere with the completion of the contemplated improvements or sales of Parcels. The Developer may make any use of unsold Parcels, Living Units and Neighborhood Association Common Area as may reasonably be expected to facilitate completion and sales, including, but not limited to, maintenance of sales offices, display of signs, leasing Living Units, and showing the Properties to prospective purchasers. Developer may utilize any model homes, sales offices, trailers, etc., for use in marketing developments other than Fairmont, regardless of whether they are located within or outside of The Ranch at Orange Blossom. Developer shall retain all rights set forth in this Section 13.1 until the Developer has completed all of the contemplated improvements, has conveyed all of the Parcels in the Neighborhood, and is not leasing a Living Unit from an Owner.

13.2 Assignment of Development Rights. All or any portion of the rights, privileges, powers and duties of the Developer set forth in the Governing Documents may be assigned by the Developer to any person or entity, without the consent of any other Owner or any holder of a mortgage secured by any Parcel. In the event of such assignment, the assignee shall assume such rights, powers and duties, and the Developer shall be relieved of all further liability or obligation to the extent of the assignment. In the event of the foreclosure of any mortgage owed by the Developer, or deed in lieu of such foreclosure, the person first acquiring title to such interest by reason of such foreclosure, or deed in lieu of foreclosure, shall succeed to all rights, powers, privileges and immunities of the Developer in and to such interest and the Developer shall be relieved of any further liability or obligation to the extent of such transfer of title.

14. DURATION OF COVENANTS: AMENDMENT OF DECLARATION:

14.1 Duration of Covenants. The covenants, conditions and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and be enforceable by the Association, the Developer and any Owner, their respective legal representatives, heirs, successors and assigns, for an initial period to expire on the thirtieth (30th) anniversary of the date of recordation of the Declaration (as amended to that date by the Developer or the membership as provided elsewhere herein). Upon the expiration of the initial period, this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited, with this Declaration

being renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration if during the last year of the initial period, or during the last year of any subsequent ten (10) year renewal period, ninety percent (90%) of the entire membership, at a duly held meeting of Members of the Association, vote in favor of terminating this Declaration at the end of its then current term. It shall be required that written notice of any meeting at which such proposal will be considered, shall be given at least forty-five (45) days in advance of said meeting. If the Members vote to terminate this Declaration, the President and Secretary of the Association shall execute a certificate which shall set forth the resolution of termination so adopted, the date of the meeting of the Association, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution. Said certificate shall be recorded in the Public Records of Collier County, Florida, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

14.2 Proposal. Amendments to this Declaration may be proposed at any time by the Board of Directors or by written petition signed by one-fourth (1/4) of the voting interests. If by petition, the proposed amendments must be submitted to a vote of the Owners not later than the next annual meeting.

14.3 Vote Required. Except as otherwise provided by law, or by specific provision of the Governing Documents, this Declaration may be amended if the proposed amendment is approved by at least two-thirds (2/3) of the voting interests, provided that the text of each proposed amendment has been given to the Members with notice of the meeting.

14.4 Certificate; Recording. A copy of each amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall identify the Book and Page of the Public Records where the Declaration is recorded, and shall be executed by officers of the Association with the formalities of a deed. The amendment shall be effective when the certificate is recorded in the Public Records of Collier County, Florida.

14.5 Developer's Rights. As long as the Developer holds title to any Parcel or property in the Neighborhood, no amendment adopted by the membership shall be effective without the prior written consent and joinder of Developer, which consent may be denied in Developer's discretion. In addition, no amendment shall be effective which alters the rights and privileges of Developer, an Institutional Mortgagee, the Master Association, or the South Florida Water Management District, unless such party shall first provide its written consent and joinder. Any amendment to any of the provisions governing the following shall also require approval of fifty-one percent (51%) of the Eligible Mortgage Holders holding mortgages on Parcels in the Properties: hazard or fidelity insurance requirements; restoration or repair of any Neighborhood Association Common Area (after damage or partial condemnation) in a manner other than that specified in this Declaration; and any provisions that expressly benefit mortgage holders, insurers or guarantors. An "Eligible Mortgage Holder" is an Institutional Mortgagee who provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Parcel, therefore becoming an Eligible Mortgage Holder). An Eligible Mortgage 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 Parcel on which there is a first mortgage held, insured, or guaranteed by such eligible holder; (b) any delinquency in the payment of assessments or charges owed by an Owner of a Parcel 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 Parcel of any obligation under the Neighborhood Documents 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 Mortgage Holders. No amendment shall materially or adversely alter the proportionate voting interest appurtenant to a Parcel or increase the proportion or percentage by which a Parcel shares in the liability for assessments unless the Owner and all record owners of liens on the Parcels join in the execution of the amendment. A change in the quorum requirement is not an alteration of voting interests. No amendment shall convert a Parcel into Neighborhood Association Common Area or redefine a Parcel's boundaries unless the Association obtains the prior written consent and joinder, in recordable form, of that Owner and all holders of a lien against that Parcel.

14.6 Developer Amendment of Documents. In addition to any other right of amendment or modification provided for in this Declaration, to the extent permitted by law, the Developer, or any entity which succeeds to its position as the Developer of the Neighborhood may, in its sole discretion, by an instrument filed of record, unilaterally modify, enlarge, amend, waive or add to the provisions of this Declaration or any of its recorded exhibits. Any amendment made pursuant to this paragraph may be made without notice to the Members or to any other entity. Annexation of additional real property and subjecting same to this Declaration, dedication of Neighborhood Association Common Area to the Association, and amendments to this Declaration requires HUD/VA approval as long as there is a Class "B" Membership.

15. TRANSITION FROM DEVELOPER CONTROL. Pursuant to Section 720.307, Florida Statutes (2006), the Members other than the Developer are entitled to elect a majority of the Board of Directors three (3) months after ninety percent (90%) of all Parcels in Fairmont that ultimately will be operated by the Association have been conveyed to Members other than Developer. The Developer shall be entitled to elect at least one (1) member of the Board of Directors as long as Developer holds for sale in the ordinary course of business at least five percent (5%) of the Parcels in all phases of Fairmont. The Developer may turn over control of the Board of Directors prior to the Transition Meeting by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Members other than Developer to elect Directors and assume control of the Association provided that at least thirty (30) days notice has been sent to the Members.

16. GENERAL PROVISIONS.

16.1 Waiver. Any waiver by Developer of the breach of any provisions of this Declaration must be in writing and shall not operate or be construed as a waiver of any other provision or of any subsequent breach.

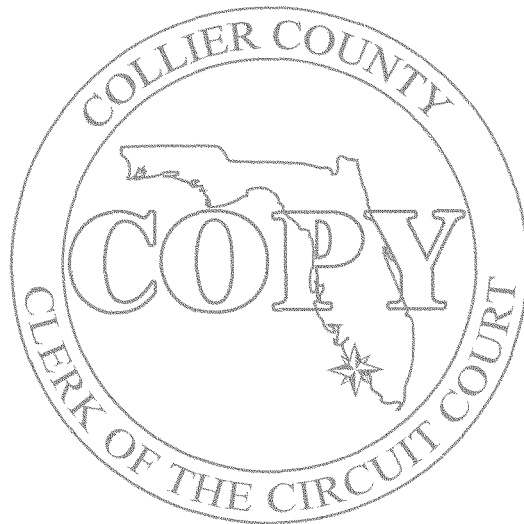
16.2 Severability. If any section, subsection sentence, clause, phrase or portion of this Declaration or any of its recorded exhibits is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and shall not affect the validity of the remaining portions.

16.3 Headings. The headings of the Sections herein are for convenience only, and shall not affect the meaning or interpretation of the contents thereof.

16.4 Notices. Any notice required to be sent to any Owner other than Developer under the provisions of this Declaration or the Bylaws, shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing. The Owner bears the responsibility for notifying the Association of any change of address. Any notice sent to Developer shall be sent by certified or registered mail, return receipt requested to Pulte Home Corporation, 9148 Bonita Beach Road, Suite 102, Bonita Springs, Florida 34135, Attn: Edwin D. Stackhouse.

16.5 Interpretation. The Board of Directors is responsible for interpreting the provisions of this Declaration and its exhibits. Such interpretation shall be binding upon all parties unless wholly unreasonable.

(Remainder of Page Left Blank Intentionally)



IN WITNESS WHEREOF, the Developer does hereby execute this Declaration of Covenants, Conditions and Restrictions through its undersigned, duly authorized agent and attorney in fact, this 7 day of September, 2006.

In the Presence of:

PULTE HOME CORPORATION, a Michigan Corporation authorized to do business in the State of Florida (SEAL)

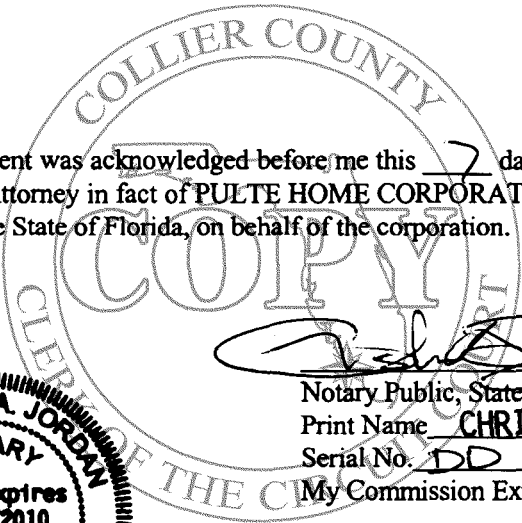
[Signature]
Printed name: Teresa Sias

By: [Signature]
Nicole Freitas
Its: Agent and Attorney in fact

[Signature]
Printed name: Tom Bull

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 7 day of ~~SEPTEMBER~~ 2006, by Nicole Freitas, as Agent and Attorney in fact of PULTE HOME CORPORATION, a Michigan Corporation authorized to do business in the State of Florida, on behalf of the corporation. He is personally known to me and did take an oath.



[Signature]

Notary Public, State of Florida
Print Name CHRISTINA A. JORDAN
Serial No. DD 515697
My Commission Expires:

2.7.2010

(SEAL)



EXHIBIT "A"

Fairmont

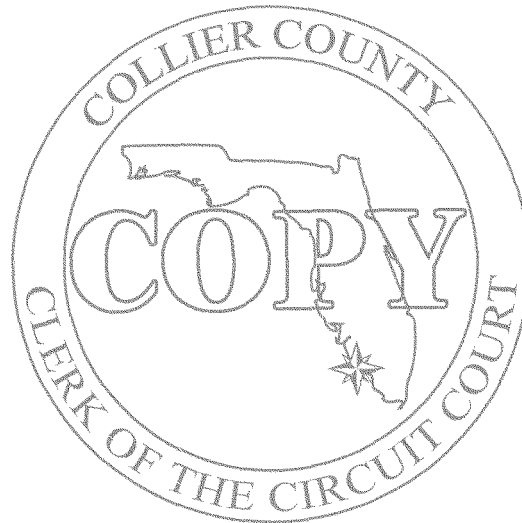
Lots 1-244, and Tract "A-3", all located in Orange Blossom Ranch, Phase 1A according to the plat thereof recorded in Plat Book 45 at Page 58, et. seq., Public Records of Collier County, Florida.



EXHIBIT "A-1"
Fairmont

Lots 4-20 and 44-50, and Tract "A-3", all located in Orange Blossom Ranch, Phase 1A according to the plat thereof recorded in Plat Book 45 at Page 58, et. seq., Public Records of Collier County, Florida.

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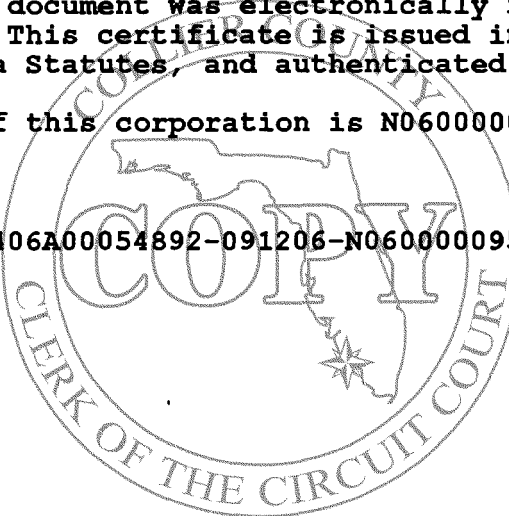


I certify the attached is a true and correct copy of the Articles of Incorporation of FAIRMONT RESIDENTS' ASSOCIATION, INC., a Florida corporation, filed on September 11, 2006, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H06000225127. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below

The document number of this corporation is N06000009592.

Authentication Code: 406A00054892-091206-N06000009592-1/1



Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twelfth day of September, 2006



Sue M. Cobb

Sue M. Cobb Exhibit
Secretary of State

"B"

OR: 4108 PG: 0745



September 12, 2006

FLORIDA DEPARTMENT OF STATE
Division of CorporationsFAIRMONT RESIDENTS' ASSOCIATION, INC.
9148 BONITA BEACH ROAD SUITE 102
BONITA SPRINGS, FL 34135

The Articles of Incorporation for FAIRMONT RESIDENTS' ASSOCIATION, INC. were filed on September 11, 2006, and assigned document number N0600009592. Please refer to this number whenever corresponding with this office.

Enclosed is the certification requested. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H06000225127.

A corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file/effective date year. A Federal Employer Identification (FEI) number will be required before this report can be filed. Please apply NOW with the Internal Revenue Service by calling 1-800-829-3676 and requesting form SS-4 or by going to their website at www.irs.ustreas.gov.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have questions regarding corporations, please contact this office at the address given below.

Suzanne Hawkes
Document Specialist
New Filings Section
Division of Corporations

Letter Number: 406A00054892

P.O BOX 6327 - Tallahassee, Florida 32314

Exhibit " B "

ARTICLES OF INCORPORATION

FOR
FAIRMONT RESIDENTS' ASSOCIATION, INC.

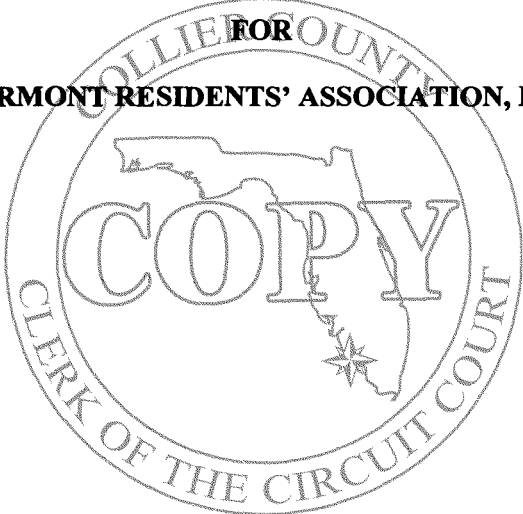


Exhibit *B*

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ARTICLES OF INCORPORATION
OF
FAIRMONT RESIDENTS' ASSOCIATION, INC.

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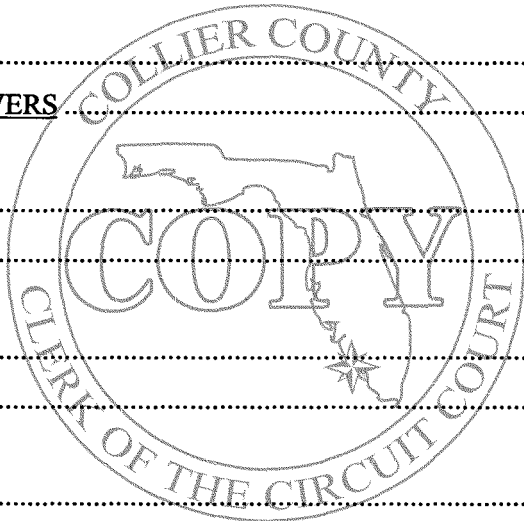


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ARTICLES OF INCORPORATION
FAIRMONT RESIDENTS' ASSOCIATION, INC.

Pursuant to Section 617.02011, Florida Statutes, the undersigned hereby executes these Articles of Incorporation for the purpose of forming a corporation under the Florida Not-for-Profit Business Corporation Act.

ARTICLE I

NAME: The name of the corporation, herein called the "Association", is Fairmont Residents' Association, Inc., and its address is c/o Pulte Home Corporation, 9148 Bonita Beach Road, Suite 102, Bonita Springs, FL 34135.

ARTICLE II

DEFINITIONS: The definitions set forth in the Declaration of Covenants, Conditions and Restrictions for Fairmont and Section 720.301, F.S., (2006), shall apply to terms used in these Articles.

ARTICLE III

PURPOSE AND POWERS: The purpose for which the Association is organized is to provide a homeowners' association entity pursuant to Section 720.301, F.S. (2006) to act as a "homeowners' association" for the operation of Fairmont (the "Neighborhood") located in Collier County, Florida. The Association is organized and shall exist on a non-stock basis as a corporation not for profit under the laws of the State of Florida, and no portion of any earnings of the Association shall be distributed or inure to the private benefit of any member, Director or officer. For the accomplishment of its purposes, the Association shall have all of the common law and statutory powers and duties of a corporation not for profit and of a homeowners' association under the laws of the State of Florida, except as expressly limited or modified by the Governing Documents and it shall have all of the powers and duties reasonably necessary to operate the Neighborhood pursuant to the Governing Documents as they may hereafter be amended, and including but not limited to the following:

- (A) To make and collect assessments against members of the Association to defray the costs, expenses and losses of the Association, and to use the funds in the exercise of its powers and duties.
- (B) To protect, maintain, repair, replace and operate the Association property.
- (C) To purchase insurance for the protection of the Association and its members.
- (D) To repair and reconstruct improvements after casualty, and to make further improvements of the Association property.
- (E) To make, amend and enforce reasonable rules and regulations as set forth in the Declaration.
- (F) To approve or disapprove the transfer, leasing and occupancy of Parcels as provided in the Declaration.
- (G) To enforce the provisions of the laws of the State of Florida that are applicable to the Neighborhood, and the Governing Documents.

(H) To contract for the management and maintenance of the Neighborhood and the Neighborhood Association Common Area, and any property or easements and related improvements that are dedicated to the Association by plat, or separate instrument, including any agreement or easement which imposes maintenance obligations on the Association, and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by law or by the Declaration to be exercised by the Board of Directors or the membership of the Association.

(I) To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Neighborhood.

(J) To borrow money as necessary to perform its other functions hereunder.

(K) To grant, modify or move any easement.

(L) To acquire, own, lease and dispose of any real and personal property.

(M) To sue and be sued.

All funds and the title to all property acquired by the Association shall be held for the benefit of the members in accordance with the provisions of the Governing Documents. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Neighborhood, including any property or easements and related improvements that are dedicated to the Association by plat, or separate instrument, including any agreement or easement which imposes maintenance obligations on the Association, shall be transferred to and accepted by an entity that is acceptable to any applicable governmental authorities, prior to such termination, dissolution or liquidation. Annexation of additional properties, mergers and consolidations, mortgaging of Neighborhood Association Common Area and dissolution of the Association requires prior written approval of the Department of Housing and Urban Development and the Veterans Administration ("HUD/VA") prior to transition of control of the Board of Directors from the Developer to Owners other than the Developer.

ARTICLE IV

MEMBERSHIP:

(A) The members of the Association shall be the record owners of a fee simple interest in one or more Parcels. Class "A" Members of the Association are all owners other than Developer. The Class "B" Member is the Developer as further provided in the Bylaws.

(B) The share of a Member in the funds and assets of the Association cannot be assigned or transferred in any manner except as an appurtenance to his Parcel.

(C) Except as otherwise provided in the Declaration and Bylaws with respect to the Class "B" Member, the owners of each Parcel, collectively, shall be entitled to one vote in Association matters. The manner of exercising voting rights shall be as set forth in the Bylaws.

ARTICLE V

TERM: The term of the Association shall be perpetual.

Exhibit "B"

ARTICLE VI

BYLAWS: The Bylaws of the Association may be altered, amended, or rescinded in the manner provided therein.

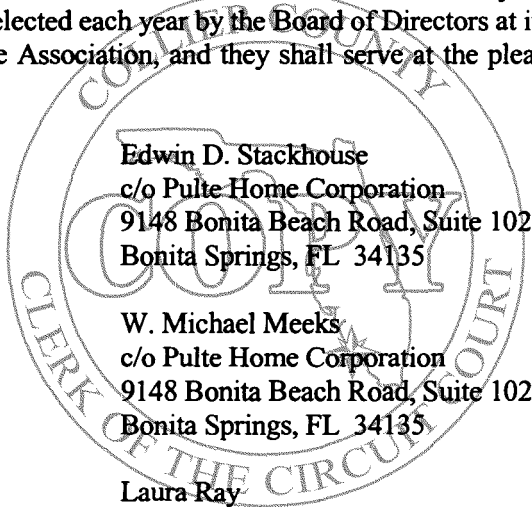
ARTICLE VII

DIRECTORS AND OFFICERS:

(A) The affairs of the Association shall be administered by a Board of Directors consisting of the number of Directors determined by the Bylaws, but not less than three (3) Directors, and in the absence of such determination shall consist of three (3) Directors.

(B) Directors of the Association shall initially be appointed by and shall serve at the pleasure of the Developer, and following transition from Developer control shall be elected by the Class "A" Members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

(C) The business of the Association shall be conducted by the officers designated in the Bylaws. The officers shall be elected each year by the Board of Directors at its first meeting after the annual meeting of the Members of the Association, and they shall serve at the pleasure of the Board. The initial Directors are as follows:



Edwin D. Stackhouse
c/o Pulte Home Corporation
9148 Bonita Beach Road, Suite 102
Bonita Springs, FL 34135

W. Michael Meeks
c/o Pulte Home Corporation
9148 Bonita Beach Road, Suite 102
Bonita Springs, FL 34135

Laura Ray
c/o Pulte Home Corporation
9148 Bonita Beach Road, Suite 102
Bonita Springs, FL 34135

The initial Officers are: Edwin D. Stackhouse- President; W. Michael Meeks- Vice President; and Laura Ray, Secretary/Treasurer.

ARTICLE VIII

AMENDMENTS: Amendments to these Articles shall be proposed and adopted in the following manner:

(A) Proposal. Amendments to these Articles may be proposed by a majority of the Board or by a written petition to the Board, signed by at least one-fourth (1/4th) of the voting interests of the Association.

(B) Procedure. Upon any amendment to these Articles being proposed by said Board or members, such proposed amendment shall be submitted to a vote of the members not later than the next

Exhibit "13"

annual meeting for which proper notice can be given.

(C) Vote Required. Prior to transition of control of the Board of Directors from the Developer, amendments shall be adopted by the Board of Directors. Subsequent to transition of control of the Board of Directors, a proposed amendment shall be adopted if it is approved by at least two-thirds (2/3rds) of the voting interests of the Association, at any annual or special meeting called for that purpose. As long as Developer owns a Parcel an amendment to the Articles of Incorporation shall not be effective without the prior written consent of Developer, which consent may be denied in Developer's discretion, provided, further, that regardless of whether Developer owns a Parcel, no amendment shall be effective if it affects the Developer's rights or alters any provision made for the Developer's benefit. Amendment of these Articles requires prior written approval of HUD/VA prior to transition of control of the Board of Directors from the Developer.

(D) Effective Date. An amendment shall become effective upon filing with the Secretary of State and recording a Certificate of Amendment in the Public Records of Collier County, Florida, with the formalities required for the execution of a deed.

ARTICLE IX

INDEMNIFICATION: To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director and every officer of the Association against all expenses and liabilities, including attorney fees, actually and reasonably incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may be a party because of his being or having been a Director or officer of the Association. The foregoing right of indemnification shall not be available if a judgement or other final adjudication establishes that his actions or omissions to act were material to the cause adjudicated and involved:

(A) Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgement in its favor.

(B) A violation of criminal law, unless the Director or officer had no reasonable cause to believe his action was unlawful or had reasonable cause to believe his action was lawful.

(C) A transaction from which the Director or officer derived an improper personal benefit.

The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or officer may be entitled.

ARTICLE X

INCORPORATOR: The name and address of the Incorporator is as follows:

Edwin D. Stackhouse
c/o Pulte Home Corporation
9148 Bonita Beach Road, Suite 102
Bonita Springs, FL 34135

ARTICLE XI

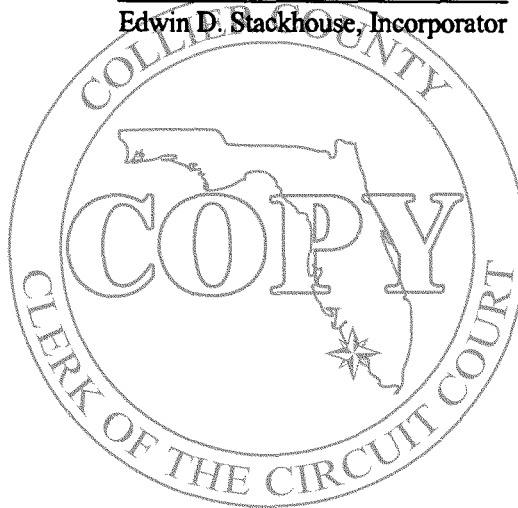
REGISTERED OFFICE AND REGISTERED AGENT: The name and address of the Registered Agent and the address of the Registered Office is:

Edwin D. Stackhouse
c/o Pulte Home Corporation
9148 Bonita Beach Road, Suite 102
Bonita Springs, FL 34135

IN WITNESS WHEREOF, the undersigned, for the purpose of forming a Corporation to do business with the State of Florida, under the law of Florida, makes and files these Articles of Incorporation, hereby declares and certifies the facts herein stated are true and hereunto set my hand this 7th day of September, 2006.



Edwin D. Stackhouse, Incorporator



CERTIFICATE OF DESIGNATION
REGISTERED AGENT/REGISTERED OFFICE

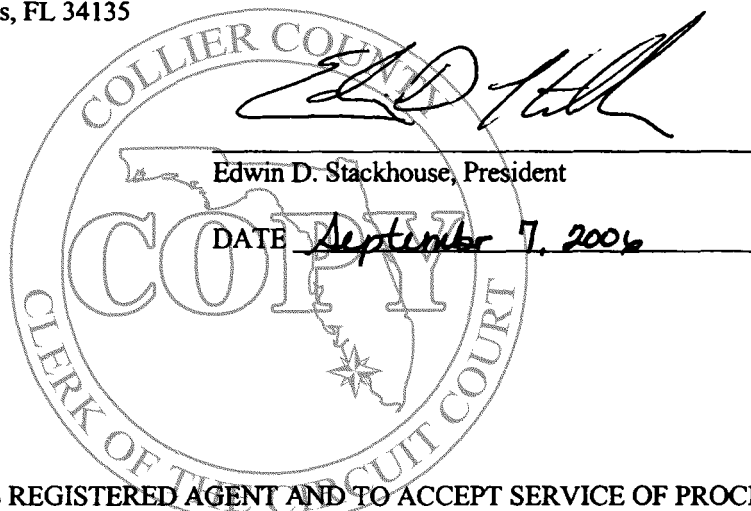
Pursuant to the provisions of Section 617.0501, Florida Statutes, the undersigned corporation, organized under the laws of the State of Florida, submits the following statement in designating the registered office/registered agent, in the State of Florida.

1. The name of the corporation is:

FAIRMONT RESIDENTS' ASSOCIATION, INC.

2. The name and address of the registered agent and office is:

Edwin D. Stackhouse
c/o Pulte Home Corporation
9148 Bonita Beach Road, Suite 102
Bonita Springs, FL 34135



HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.

SIGNATURE Edwin D. Stackhouse
Edwin D. Stackhouse

DATE September 7, 2006

**BYLAWS
FOR
FAIRMONT RESIDENTS' ASSOCIATION, INC.**

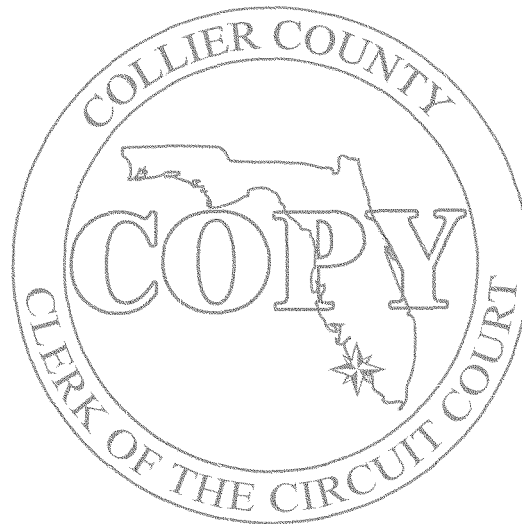
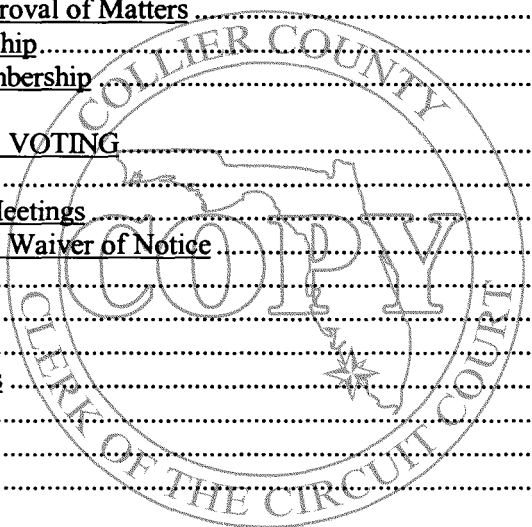


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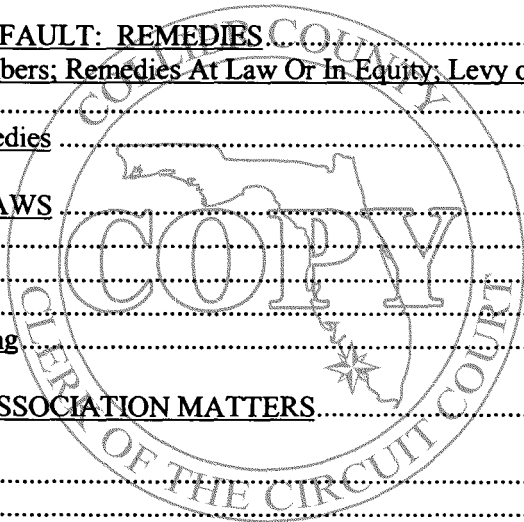
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BYLAWS**FAIRMONT RESIDENTS' ASSOCIATION, INC.**

1. **GENERAL:** These are the Bylaws of Fairmont Residents' Association, Inc., hereinafter the "Association", a corporation not for profit organized under the laws of Florida for the purpose of operating Fairmont (the "Neighborhood") pursuant to the Florida Not-For-Profit Corporations Act.

1.1 **Principal Office.** The principal office of the Association is c/o Pulte Home Corporation, 9148 Bonita Beach Road, Suite 102, Bonita Springs, FL 34135.

1.2 **Seal.** The seal of the Association shall be inscribed with the name of the Association, the year of its organization, and the words "Florida" and "not for profit." The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the corporation where a seal may be required.

1.3 **Definitions.** The definitions set forth in the Declaration of Covenants, Conditions and Restrictions for Fairmont (the "Declaration") and the Act shall apply to terms used in these Bylaws.

2. **MEMBERS:**

2.1 **Qualifications.** The Members of the Association shall be the record owners of legal title to the Parcels in the Neighborhood (except as expressly stated to the contrary herein, the terms "Parcels", "Lots", "Units" and "Living Units" shall be utilized interchangeably). In the case of a Parcel subject to an agreement for deed, the purchaser in possession shall be deemed the Owner of the Parcel for purposes of determining voting and use rights. Membership shall become effective upon the occurrence of the last to occur of the following events.

- (A) Recording in the Public Records of a Deed or other instrument evidencing legal title to the Parcel.
- (B) Approval by the Board of Directors as provided for in the Declaration.
- (C) Delivery to the Association of a copy of the recorded deed or other instrument evidencing title.
- (D) Delivery to the Association, if required, of a written designation of a Primary Occupant.

2.2 **Voting Interest.** The Class "A" Members of the Association are entitled to one (1) vote for each Parcel owned by them. The total number of Class "A" votes shall not exceed the total number of Parcels subject to the Declaration. Prior to Transition (as referenced in Section 15 of the Declaration), the Class "B" Member shall be entitled to a number of votes equal to the total number of Parcels owned by the Class "A" Members plus one (1) vote. After Transition, the Class "B" Member shall be entitled to one (1) vote for each Parcel owned by the Class "B" Member. If a Parcel is owned by one natural person, his right to vote shall be established by the record title to the Parcel. If a Parcel is owned jointly by two (2) or more natural persons that are not acting as trustees, that Parcel's vote may be cast by any one of the Owners. If two (2) or more Owners of a Parcel do not agree among themselves how their one vote shall be cast, that vote shall not be counted for any purpose. If the Owner of a Parcel is a corporation, partnership, limited liability company, trust, trustee or other entity other than a natural person, the vote of that Parcel shall be cast by any officer, director, partner, manager, managing member or trustee, as the case may be.

2.3 Approval or Disapproval of Matters. Whenever the decision or approval of the Owner of a Parcel is required upon any matter, whether or not the subject of a Association meeting, such decision or approval may be expressed by any person authorized to cast the vote of such Parcel at an Association meeting as stated in Section 2.2 above, unless the joinder of all Owners is specifically required.

2.4 Change of Membership. Following written approval of the Association, as elsewhere required herein, a change of membership in the Association shall be established by the new Member's membership becoming effective as provided in 2.1 above. At that time the membership of the prior Owner shall be terminated automatically.

2.5 Termination of Membership. The termination of membership in the Association does not relieve or release any former Member from liability or obligation incurred under or in any way connected with the Neighborhood during the period of his membership, nor does it impair any rights or remedies which the Association may have against any former Owner or Member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

3. MEMBERS' MEETINGS: VOTING:

3.1 Annual Meeting. There shall be an annual meeting of the Members in each calendar year. The annual meeting shall be held in Collier County, Florida, each year at a day, place and time designated by the Board of Directors, for the purpose of electing Directors and transacting any business duly authorized to be transacted by the Members.

3.2 Special Members' Meetings. Special Members' meetings must be held whenever called by the President or by a majority of the Directors, and may also be called by Members having at least twenty-five percent (25%) of the voting interests. The business at any special meeting shall be limited to the items specified in the notice of meeting.

3.3 Notice of Meetings; Waiver of Notice. Notice of all Members' meetings must state the time, date, and place of the meeting, and include an agenda for the meeting. The notice of meeting must be mailed to each Member at the address which appears on the books of the Association, or may be furnished by personal delivery. The Member is responsible for providing the Association with notice of any change of address. The Notice of Meeting must be mailed, delivered or electronically transmitted at least fourteen (14) days before the meeting. An affidavit of the officer or other person making such mailing shall be retained in the Association records as proof of mailing. Attendance at any meeting by a Member constitutes waiver of notice by that Member unless the Member objects to the lack of notice at the beginning of the meeting. A Member may waive notice of any meeting at any time, but only by written waiver. Notice to the Members of meetings of the Board, meetings of a committee requiring notice in the same manner as meetings of the Board, and annual and special meetings of the Members, may be electronically transmitted in the manner set forth in Section 617.0141, F.S. (except as limited by the Act and these Bylaws). Notice by electronic transmission is effective: when actually transmitted by facsimile telecommunication, if correctly directed to a number at which the Member has consented to receive notice; when actually transmitted by electronic mail, if correctly directed to an electronic mail address at which the Member has consented to receive notice. Notice is also effective when posted on an electronic network that the Member has consented to consult, upon the later of: such correct posting; or the giving of a separate notice to the Member of the fact of such specific posting; or when correctly transmitted to the Member, if by any other form of electronic transmission consented to by the Member to whom notice is given. Consent by a Member to receive notice by electronic transmission shall be revocable by the Member by written notice to the Association. Any such consent shall be deemed revoked if: the Association is unable to deliver by electronic transmission two consecutive notices given by the Association in accordance with such consent; and such inability becomes

known to the Secretary, Assistant Secretary or other authorized person responsible for the giving of notice. However, the inadvertent failure to treat such inability as a revocation does not invalidate any meeting or other action. The Member is responsible for providing the Association with notice of any change of mailing address, facsimile number or electronic mail address. To the extent that a Member has provided the Association with a facsimile number or electronic mail address and consented to receive notices by electronic transmission, such information shall be considered an "official record" until the Member has revoked his consent. However, the Association is not liable for an erroneous disclosure of electronic mail address or facsimile number. As used in these Bylaws, the term "electronic transmission" means any form of communication, not directly involving the physical transmission or transfer of paper, which creates a record that may be retained, retrieved, and reviewed by a recipient thereof and which may be directly reproduced in a comprehensible and legible paper form by such recipient through an automated process. Examples of electronic transmission include, but are not limited to, telegrams, facsimile transmission of images, and text that is sent via electronic mail between computers. An affidavit of the Secretary, an Assistant Secretary, or other authorized agent of the Association that the notice has been given by a form of electronic transmission is, in the absence of fraud, prima facie evidence of the facts stated in the notice.

3.4 Quorum. A quorum at meetings of the Members shall be attained by the presence, either in person or by proxy, of Members entitled to cast at least thirty percent (30%) of the votes of the entire membership. After a quorum has been established at a Members' meeting, the subsequent withdrawal of any Members, so as to reduce the number of voting interests represented below the number required for a quorum, shall not affect the validity of any action taken at the meeting before or after such persons leave.

3.5 Vote Required. The acts approved by a majority of the votes cast at a duly called meeting of the Members at which a quorum has been attained shall be binding upon all Members for all purposes, except where a greater or different number of votes is expressly required by law or by any provision of the governing documents.

3.6 Proxy Voting. To the extent lawful, any Member entitled to attend and vote at a Members meeting may establish his presence and cast his vote by proxy. A proxy shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting, and no proxy is valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, signed by the person authorized to cast the votes, specify the date, time and place of the meeting for which it is given, and the original must be delivered to the Secretary by the appointed time of the meeting or adjournment thereof. Holders of proxies need not be Members. No proxy shall be valid if it names more than one person as the holder of the proxy, but the holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy.

3.7 Adjourned Meetings. Any duly called meeting of the Members may be adjourned to be reconvened at a specific later time by vote of the majority of the voting interests present in person or by proxy, regardless of whether a quorum has been attained. When a meeting is adjourned, it shall be necessary to give notice to all Members of the time and place of its continuance regardless of whether such are announced at the meeting being adjourned. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted at the continuance, provided a quorum is then present, in person or by proxy.

3.8 Order of Business. The order of business at Members' meetings shall be substantially as follows:

- (A) Call of the roll or determination of quorum.
- (B) Reading or disposal of minutes of the last Members' meeting

- (C) Reports of Officers
- (D) Reports of Committees
- (E) Unfinished Business
- (F) New Business
- (G) Adjournment

3.9 Minutes. Minutes of all meetings of Members and of the Board of Directors shall be kept in a businesslike manner and available for inspection by Members or their authorized representatives and Board members at reasonable times and for a period of seven (7) years after the meeting. Minutes must be maintained in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon for each director present at a board meeting must be recorded in the minutes.

3.10 Parliamentary Rules. Roberts' Rules of Order (latest edition) shall guide the conduct of the Association meeting when not in conflict with the law, with the Declaration, or with these Bylaws. The presiding officer may appoint a Parliamentarian whose decision on questions of parliamentary procedure shall be final. Any question or point of order not raised at the meeting to which it relates shall be deemed waived.

4. BOARD OF DIRECTORS: The administration of the affairs of the Association shall be by a Board of Directors. All powers and duties granted to the Association by law, as modified and explained in the Declaration, Articles of Incorporation, and these Bylaws, shall be exercised by the Board, subject to approval or consent of the Parcel Owners only when such is specifically required.

4.1 Number and Terms of Service. The number of Directors which shall constitute the whole Board of Directors shall be three (3). The initial Directors shall be appointed by and shall serve at the pleasure of the Developer. At the Transition meeting, and subsequently, Directors shall be elected in accordance with the Act and these Bylaws. Prior to the Transition meeting, the Association shall solicit candidates and any eligible person may place his or her name in nomination. Nominations from the floor shall be accepted only if required by the Act. At the Transition meeting, the two (2) Directors who receive the highest number of votes shall be elected to two (2) year terms, and the remaining director elected shall serve an initial one (1) year term. In the event of a tie vote, or if there are three (3) or fewer candidates, then the candidates shall mutually agree or shall draw lots to determine who shall serve the initial two (2) year term. Thereafter, all directors shall serve two (2) year terms. A Director's term will end at the annual election at which his successor is to be duly elected, unless he sooner resigns, or is recalled as provided in 4.4 below.

4.2 Qualifications. Directors appointed by the Developer need not be Members. Directors elected by the membership must be a Member or the spouse of a Member. If a unit is owned by a corporation, partnership, limited liability company or trust, any officer, director, partner, manager, managing member, or trustee, as the case may be, shall be eligible to be a Director.

4.3 Vacancies on the Board. If the office of any Director becomes vacant for any reason, other than recall by the membership at a membership meeting, a majority of the remaining Directors, though less than a quorum, shall promptly choose a successor to fill the remaining unexpired term except that vacancies of all Directors appointed by the Developer shall likewise be filled by the Developer. If the Association fails to fill vacancies on the Board sufficient to constitute a quorum, or if no member remains on the Board, the vacancy may be filled by the Members (via a special meeting of the Membership) or any Member may apply to the Circuit Court for the appointment of a receiver to manage the Association's affairs, in the manner provided by Florida law.

4.4 Removal of Directors. Except for Directors appointed by the Developer, any or all Directors may be removed with or without cause by a majority vote of the entire membership, either by a written petition, or at any meeting called for that purpose, in the manner required by Section 720.303(10) of the Act.

4.5 Organizational Meeting. The organizational meeting of a new Board of Directors shall be held within ten (10) days after the election. The organizational meeting may be held immediately following the election, in which case noticing of the meeting may be effectuated by the Board existing prior to the election.

4.6 Other Meetings. Meetings of the Board may be held at such time and place in Lee or Collier County, Florida, as shall be determined from time to time by the President or a majority of the Directors. Notice of meetings shall be given to each Director, personally or by mail, telephone or telegram at least forty-eight (48) hours prior to the day named for such meeting.

4.7 Notice to Owners. A meeting of the Board of Directors occurs whenever a quorum of the Board gathers to conduct Association business. All meetings of the Board of Directors shall be open to Members except for meetings between the Board and its attorney with respect to: proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege; or personnel matters. Notices of all Board meetings shall be posted conspicuously in the Neighborhood for at least forty-eight (48) continuous hours in advance of each Board meeting, except in an emergency. In the event of an emergency meeting, any action taken shall be noticed and ratified at the next regular meeting of the Board. In the alternative to the posting requirements discussed above, notice of each Board meeting must be mailed or delivered to each Member at least 7 days before the meeting, except in an emergency. An assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments. Members have the right to speak, for at least three (3) minutes, on any matter that is placed on the Board meeting agenda by petition of the membership pursuant to Section 720.303(2)(d) of the Act. The Association may adopt reasonable, written rules expanding the rights of Members to speak and governing the frequency, duration, and other manner of Member statements, (including a sign-up sheet requirement), which rules must be consistent with the minimum requirements of Section 720.303(2)(b) of the Act.

4.8 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. If all Directors are present at a meeting, no notice to Directors shall be required.

4.9 Quorum of Directors. A quorum at a Board meeting shall exist when at least a majority of all Directors are present at a duly called meeting. Directors may participate in any meeting of the Board, by a conference telephone call or similar communicative arrangement whereby all persons present can hear all other persons. Participation by such means shall be deemed equivalent to presence in person at a meeting.

4.10 Vote Required. The acts approved by a majority of those Directors present and voting at a meeting at which a quorum exists shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the governing documents or by applicable statutes. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of officers.

4.11 Adjourned Meetings. The majority of the Directors present at any meeting of the Board, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a specific time and date.

4.12 The Presiding Officer. The President of the Association, or in his absence, the Vice-President, shall be the presiding officer at all meetings of the Board of Directors. If neither is present, the presiding officer shall be selected by majority vote of the Directors present.

4.13 Compensation of Directors and Officers. Neither Directors nor officers shall receive compensation for their services as such. Directors and officers may be reimbursed for all actual and proper out-of-pocket expenses relating to the proper discharge of their respective duties.

4.14 Committees. The Board of Directors may appoint from time to time such standing or temporary committees as the Board deem necessary and convenient for the efficient and effective operation of the Association. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee. If required by law, committee meetings shall be open to attendance by any Member, and notice of committee meetings shall be posted in the same manner as required in Section 4.7 above for Board meetings, except for such committee meetings between the committee and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege; or personnel matters.

5. OFFICERS:

5.1 Officers and Elections. The executive officers of the Association shall be a President, and a Vice-President, who must be Directors, a Treasurer and a Secretary, all of whom shall be elected annually by the Board of Directors. Any officer may be removed with or without cause by vote of a majority of all Directors at any meeting. Any person may hold two or more offices. The Board may, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association. If the Board so determines, there may be more than one Vice-President.

5.2 President. The President shall be the chief executive officer of the Association; he shall preside at all meetings of the Members and Directors, shall be ex-officio a member of all standing committees, shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect. He shall execute bonds, mortgages and other contracts requiring seal of the Association, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board of Directors to some other officer or agent of the Association.

5.3 Vice-Presidents. The Vice-Presidents in the order of their seniority shall, in the absence or disability of the President, perform the duties and exercise the powers of the President; and they shall perform such other duties as the Board of Directors shall assign.

5.4 Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the Members and shall cause all votes and the minutes of all proceedings to be recorded in a book or books to be kept for the purpose, and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the Members and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board or the President. He shall keep in safe custody the seal of the Association and, when authorized by the Board, affix the same to any instrument requiring it. The Secretary shall be responsible for the proper recording of all duly adopted amendments to the governing documents. Any of the foregoing duties may be performed by an Assistant Secretary, if one has been designated, or the Association's manager/management company.

5.5 Treasurer. The Treasurer shall be responsible for Association funds and securities, the keeping of full and accurate amounts of receipts and disbursements in books belonging to the Association,

and the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He shall oversee the disbursement of the funds of the Association, keeping proper vouchers for such disbursements, and shall render to the President and Directors, at the meetings of the Board, or whenever they may require it, an accounting of all transactions and of the financial condition of the Association. Any of the foregoing duties may be performed by an Assistant Treasurer, if any has been designated, or the Association's manager/management company.

6. FISCAL MATTERS: The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions:

6.1 Depository. The Association shall maintain its funds in such financial institutions authorized to do business in the State of Florida as shall be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board.

6.2 Budget. The Board of Directors shall adopt a budget of common expenses for each fiscal year. A copy of the proposed budget and a notice stating the time, date and place of the meeting of the Board at which the budget will be adopted shall be mailed to each Member not less than fourteen (14) days prior to that meeting, except that no budget meeting shall be required if the Developer has elected to "guaranty" or "subsidize" the budget for that fiscal year. The proposed budget shall reflect the estimated revenues and expenses for that year by categories, as well as the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges for recreational amenities, whether owned by the Association, the Developer, or another person, if any.

6.3 Reserves for Capital Expenditures and Deferred Maintenance. In addition to annual operating expenses, the proposed budget may include reserve accounts for capital expenditures and deferred maintenance. Any reserves collected may be utilized in the manner the Board determines in its discretion, unless the reserves are specifically classified as "restricted reserves" in which case those funds and any interest thereon shall be utilized only for their intended, restricted purpose, unless a majority of the Members present, in person or by proxy, at a meeting called for such purpose, vote to utilize "restricted reserves" for other than the intended, restricted purpose.

6.4 Assessments. Regular annual assessments based on the adopted budget shall be paid either monthly, or quarterly, as determined by the Board. Failure to send or receive notice of assessments shall not excuse the obligation to pay. If an annual budget has not been adopted at the time the first installment for a fiscal year is due, it shall be presumed that the amount of such installment is the same as the last installment and shall be continued at such rate until a budget is adopted and pro rata assessments are calculated, at which time any overage or shortage shall be added or subtracted from each unit's next due installment.

6.5 Special Assessments. Special assessments may be imposed by the Board of Directors when necessary to meet unusual, unexpected, unbudgeted, or non-recurring expenses. Special assessments are due on the day specified in the resolution of the Board approving such assessments. Subsequent to transition from Developer control of the Board of Directors, no special assessment shall be levied unless it is first approved by two-thirds of the voting interests. An assessment may not be levied at a Board meeting unless a written notice of the meeting is provided to each Member at least fourteen (14) days before the meeting, which notice includes a statement that assessments will be considered at the meeting and the nature of the assessments. Written notice of any meeting at which special assessments will be considered must be mailed, delivered, or electronically transmitted (to the extent permitted by law) to the Members and posted conspicuously in Fairmont or broadcast on closed-circuit television not less than fourteen (14) days before the meeting. Provided however, that no membership approval shall be required for a special assessment that relates to the necessary maintenance, repair, insurance or replacement of Neighborhood Association

Common Area or if the special assessment is required for the Board of Directors to comply with any law or ordinance, or an order of any municipal, state or federal agency.

6.6 Fidelity Bonds. The Treasurer, and all other officers who are authorized to sign checks, and all other persons having access to or control of Association funds, shall be bonded in such amounts as may be required by law or otherwise determined by the Board of Directors. The premiums on such bonds shall be a common expense.

6.7 Financial Reporting. Within 60 days following the end of the fiscal year, the Board of Directors shall mail or furnish by personal delivery to each Member a financial report for the previous 12 months. The financial report shall be prepared in accordance with Section 720.303(7) of the Act.

6.8 Fiscal Year. The fiscal year shall be the calendar year, unless modified by the Board of Directors.

7. RULES AND REGULATIONS: USE RESTRICTIONS: The Board of Directors may, from time to time, adopt and amend rules and regulations subject to any limits contained in this Declaration. Written notice of any meeting at which rules that regulate the use of Parcels may be adopted, amended, or revoked must be mailed, delivered, or electronically transmitted (to the extent permitted by law) to the Members and posted conspicuously in Fairmont or broadcast on closed-circuit television not less than fourteen (14) days before the meeting. A written notice concerning changes to the rules that regulate the use of Parcels must include a statement that changes to the rules regarding the use of Parcels will be considered at the meeting. Copies of such rules and regulations shall be furnished to each Parcel Owner. Any rule or regulation created and imposed by the Board must be reasonably related to the promotion of health, happiness and peace of mind of the Parcel Owners and uniformly applied and enforced. Subsequent to Transition, and as long as Developer owns a Parcel, no new or amended rule shall be effective unless Developer grants its approval in writing, which approval may be denied in Developer's discretion.

8. COMPLIANCE AND DEFAULT: REMEDIES: In addition to the remedies provided elsewhere in the Declaration, the following provisions shall apply:

8.1 Obligations Of Members; Remedies At Law Or In Equity; Levy of Fines and Suspension Of Use Rights.

(A) Each Member and the Member's tenants, guests and invitees, are governed by, and must comply with the Act and the Governing Documents. Actions at law or in equity, or both, to redress alleged failure or refusal to comply with these provisions may be brought by the Association or by any Members against:

- (1) The Association;
- (2) A Member;
- (3) Any director or officer who willfully and knowingly fails to comply with the provisions of the Act and the Governing Documents; and
- (4) Any tenants, guests, or invitees occupying a Parcel.

The prevailing party in any such litigation is entitled to recover reasonable attorney's fees and costs. This section does not deprive any person of any other available right or remedy. Certain disputes must be submitted to dispute resolution procedures conducted by the Division of Florida Land Sales, Condominiums and Mobile Homes ("Division") as more particularly set forth in Section 720.311 of the Act.

(B) The Association may levy reasonable fines against Parcel Owners, in those cases in which Owners commit violations of the Act the provisions of the Governing Documents, or condone such violations by their family members, tenants, guests, invitees. The fines shall be in an amount deemed necessary by the Board to deter future violations, but in no event shall any fine exceed the maximum amounts allowed by law. Fines shall not be secured by a lien against a Parcel unless permitted by the Act. The procedure for imposing such fines shall be as follows:

(1) A fine may not be imposed without notice of at least fourteen (14) days to the person sought to be fined and opportunity for hearing before a committee of at least three Members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee, and the notice shall include:

- (i) A statement of the date, time and place of the hearing;
- (ii) A statement of the provisions of Florida law and the Governing Documents which have allegedly been violated; and
- (iii) A short and plain statement of the matters asserted by the Association.

(2) The party against whom the fine may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. The Parcel Owner shall be the party ultimately responsible for payment of a fine, regardless of whether the fine relates to conduct by a tenant, family member, invitee or guest.

(3) If the Committee, by majority vote, does not approve the fine, it may not be imposed.

(4) The Association may not suspend the voting rights of a Member.

8.2 Availability of Remedies. Each Member, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of violations regardless of the harshness of the remedy utilized by the Association and regardless of the availability of other legal remedies. It is the intent of all Members to give the Association methods and procedures which will enable it to operate on a businesslike basis, to collect those monies due it and to preserve the majority's right to enjoy the community free from unreasonable restraint and annoyance.

9. AMENDMENT OF BYLAWS: Amendments to these Bylaws shall be proposed and adopted in the following manner:

9.1 Proposal. Amendments to these Bylaws may be proposed by the Board of Directors or by written petition to the Board signed by the Owners of at least one-fourth (1/4) of the Parcels.

9.2 Procedure. Upon any amendment or amendments to these Bylaws being proposed by said Board or Owners, such proposed amendment or amendments shall be submitted to a vote of the Owners not later than the next annual meeting for which proper notice can still be given.

9.3 Vote Required. Prior to transition of control of the Board of Directors from the Developer of the Neighborhood, amendments shall be adopted by the Board of Directors. Subsequent to transition of control of the Board of Directors, a proposed amendment to these Bylaws shall be adopted if it is approved by at least two-thirds (2/3) of the voting interests at any annual or special meeting called for the purpose, provided that notice of the proposed amendment has been given to the Members in accordance with law. As long as Developer owns a Parcel in the Neighborhood, an amendment to the Bylaws shall not be effective

without the prior written consent of Developer, which consent may be denied in Developer's discretion, provided, further, that regardless of whether Developer owns a Parcel, no amendment shall be effective if it affects Developer's rights or alters a provision herein made for Developer's benefit. Amendment of these Bylaw requires prior written approval of HUD/VA as long as there is a Class "B" membership.

9.4 Certificate; Recording. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Bylaws, which certificate shall be in the form required by law and shall be executed by the President or Vice-President with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Collier County, Florida.

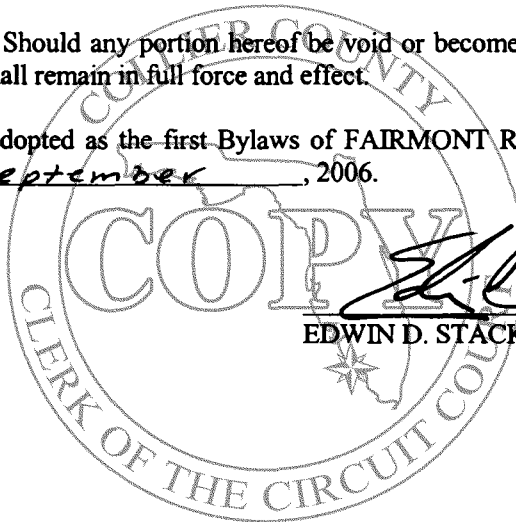
10. VOTING IN MASTER ASSOCIATION MATTERS: Votes of the Members with respect to Master Association matters shall be as described in The Ranch at Orange Blossom Documents.

11. MISCELLANEOUS:

11.1 Gender. Whenever the masculine or singular form of a pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, as the context requires.

11.2 Severability. Should any portion hereof be void or become unenforceable, the remaining provisions of the instrument shall remain in full force and effect.

The foregoing were adopted as the first Bylaws of FAIRMONT RESIDENTS' ASSOCIATION, INC. on this 7th day of September, 2006.



[Handwritten Signature]
EDWIN D. STACKHOUSE, PRESIDENT

486400

RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
10/13/2006 at 03:36PM DWIGHT E. BROCK, CLERK

RBC FEE 10.00
COPIES 1.00
MISC 1.50

This instrument was prepared by
and After Recording Return to:
Steven M. Falk, Esq.
850 Park Shore Drive
Naples, Florida 34103
(239) 649-6200

Retn:
ROETZEL & ANDRESS
850 PARK SHORE DR 3RD FLOOR
NAPLES FL 34103

**FIRST AMENDMENT
TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FAIRMONT**

THIS AMENDMENT is executed by PULTE HOME CORPORATION, a Michigan corporation authorized to do business in the State of Florida (the "Developer"). On September 19, 2006, the Developer recorded a Declaration of Covenants, Conditions and Restrictions for Fairmont (the "Properties"), in Official Records Book 4108, at Page 710, et seq., of the Public Records of Collier County, Florida (the "Declaration"); and Section 14.6 of the Declaration reserves to the Developer the right to add additional lands to the Properties on the lands described therein, and Developer wishes to so amend the Declaration.

NOW THEREFORE, pursuant to the rights reserved by Section 14.6 of the Declaration described above, the Developer hereby amends the Declaration as follows:

1. Exhibit "A-1" to the Declaration is hereby amended by the addition of Lots 21-27 and Lots 37-43, all located in Orange Blossom Ranch, Phase 1A according to the plat thereof recorded in Plat Book 45 at Page 58, et seq., Public Records of Collier County, Florida, all of which shall be subject to the terms of the Declaration.

IN WITNESS WHEREOF, the Developer has executed this Amendment effective as of the day and year written below.

Signed, sealed and delivered
in the presence of:

PULTE HOME CORPORATION,
a Michigan corporation authorized to do business
in the State of Florida

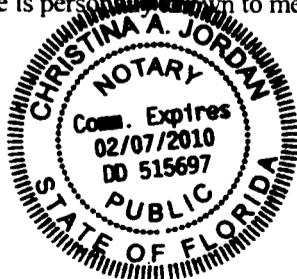
A. Uina
Witness Name: Annette Uina

By: Nicole Freitas
Print Name: NICOLE FREITAS
Its: Agent and Attorney in Fact

Sharon Wackup
Witness Name: Sharon Wackup

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 10 day of October, 2006, by NICOLE FREITAS, as Agent and Attorney in Fact for Pulte Home Corporation, a Michigan corporation authorized to do business in the State of Florida, on behalf of said corporation. He/She is personally known to me.



Christina A. Jordan
NOTARY PUBLIC
Name: CHRISTINA A. JORDAN
(type or print)
My Commission Expires: 2-7-2010