

***Treviso Bay Property
Owners Master Association,
Inc.***

&

Treviso Bay Golf Club, Inc.

***These documents have not been recorded
but will be prior to closing.***

Date of Printing: January 24, 2012

This Instrument Prepared By:
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**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
TREVISO BAY**

(SUBSTANTIAL REWORDING OF DECLARATION. PLEASE SEE ORIGINAL DECLARATION AS RECORDED IN THE OFFICIAL RECORDS BOOK 3987, PAGE 0344, ET SEQ., OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA).

The Declarant, pursuant to the amendment powers contained in the Declaration of Covenants, Conditions, and Restrictions for Treviso Bay, the Bylaws, and Florida Statutes, file these Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Treviso Bay.

WHEREAS, pursuant to the Assignment of Declarant's Rights recorded in Official Records Book 4737, Page 1846 et seq., Public Records of Collier County, Florida, Treviso Bay Development, LLC, a Delaware limited liability company, assigned all of its rights as Declarant under the Declaration to Lennar Homes, LLC, a Florida limited liability company ("Declarant"); and

WHEREAS, pursuant to the Assignment of Declarant's Rights recorded in Official Records Book 4737, Page 1850 et seq., Public Records of Collier County, Florida, VK Holdings Treviso Bay Commercial, LLC, a Florida limited liability company, assigned all of its rights as developer under the Declaration to Lennar Homes, LLC, a Florida limited liability company; and

WHEREAS, pursuant to the Assignment of Declarant's Rights recorded in Official Records Book 4737, Page 1839 et seq., Public Records of Collier County, Florida, VK Holdings Treviso Bay Golf Course, LLC, a Florida limited liability company, assigned all of its rights as developer under the Declaration to Lennar Homes, LLC, a Florida limited liability company; and

WHEREAS, Declarant holds greater than 75% of the total voting interests; and

WHEREAS, Declarant owns certain real property located within Collier County, Florida. The Declarant intends to create thereon a Community of single-family homes, multi-family structures, and related recreational and other common facilities and amenities to be known as TREVISO BAY; and

WHEREAS, the real property intended to be developed as Treviso Bay (the "Property") is described in Exhibit "A" to this Declaration being the same legal description as set forth in Exhibit "A" and "A-2" to the original Declaration, with the exception of the Commercial Parcel described as Parcel B in Exhibit "A-2" to the original declaration and which property is not subject to this Amended and Restated Declaration; and

WHEREAS, Declarant desires to promote the general health, safety and welfare of residents, provide for the maintenance of the land comprising TREVISO BAY, and the improvements thereon, and to provide for preservation of the property values and the amenities, and to this end desires to subject the real property to the protective covenants, conditions, restrictions, and other provisions

hereinafter set forth; and

WHEREAS, to provide a means for meeting the purposes and intents herein set forth, Treviso Bay Property Owners Master Association, Inc., a Florida corporation not for profit has been incorporated (hereinafter the "Master Association"); and

WHEREAS, Declarant may, in its sole discretion, from time to time, convey, lease or grant a license or other use right to lands within TREVISO BAY by deed, easement, or otherwise to the Master Association (which must accept the same) or the CDD, or both for the purpose or maintenance, landscaping, drainage, recreation or other purposes for the use and benefit of Owners and their families, tenants, guests and invitees.

NOW THEREFORE the Declarant, and any other person owning an interest in the subject property who at any time consents to or joins in the making of this Declaration, hereby declares that the real property described in Exhibit "A" hereto, is and shall be owned, used, sold, conveyed, encumbered, demised and occupied subject to the provisions of this Declaration, which shall run with the Land and be binding on all parties having any right, title or interest in the real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof. Nothing herein contained, and no violation of these covenants, conditions and restrictions, shall invalidate or impair the lien of any mortgage or deed of trust given in good faith and for value. Further, the express intent of Declarant is that substantive contract rights created hereunder shall not be retroactively affected by legislation enacted subsequent to the recording of this Declaration.

1. **DEFINITIONS.** The following definitions shall apply to the terms used in this Declaration and its recorded exhibits, unless the context clearly requires another meaning.

1.1 "**Architectural Review Committee**" or "**ARC**" means the Architectural Review Committee as established and empowered in **Section 6** of this Declaration.

1.2 "**Assessment**" or "**Assessments**" means a share of the funds required for the payment of the expenses of the Master Association which from time to time is assessed against the Members, including without limitation annual assessments and special assessments, as, authorized by Section 9 of this Declaration.

1.3 "**Board**" means the Board of Directors of Treviso Bay Property Owners Master Association, Inc.

1.4 "**Builder**" shall mean any person or entity who purchases one or more Lots for the purpose of constructing improvements for later sale to consumers in the ordinary course of such person or entity's business, provided that the Declarant shall designate the status of "Builder" and assign the rights of such Builder in a written instrument. The Owner of a Lot shall not, solely by virtue of having purchased a Lot, be deemed a Builder or a successor or assignee of the development rights of a Builder, or of the Declarant for the purposes of this paragraph, unless an instrument of assignment or conveyance expressly so states.

1.5 "**CDD**" means and refers to the Wentworth Estates Community Development District.

1.6 "**CDD Property**" means any and all real property and improvements which the CDD either owns, contracts, operates, administers or has jurisdiction over or any combination of the foregoing or otherwise administers pursuant to its responsibilities under Chapter 190, Florida Statutes, and the documents establishing the CDD. The term "CDD Property" shall include systems, facilities and services that the CDD may acquire, construct, maintain and finance over the years (which

constitute projects or infrastructure improvements) which may or may not be owned by the CDD.

1.7 "**Common Areas**" means any and all real property and improvements within Treviso Bay owned by, leased to, or dedicated to the Master Association for the use and benefit of its Members, however, the golf course, golf practice area and the related facilities are not Common Areas.

1.8 "**Community**" or "**Properties**" means all real property comprising Treviso Bay, and the improvements thereon

1.9 "**Governing Documents**" means this Declaration, and the Articles of Incorporation and Bylaws of the Master Association, all as lawfully amended from time to time. In the event of an irreconcilable conflict between any two of the Governing Documents, the order of priority shall be the same as the order in which they are named in this Section 1.9.

1.10 "**County**" or "**the County**" means Collier County, Florida.

1.11 "**Declarant**" means Lennar Homes, LLC, a Florida limited liability company, its successors, grantees or assigns or any other entity to which the Declarant specifically assigns any or all of the development rights it may have under this Declaration to develop part or all of Treviso Bay .

1.12 "**Family**" means one natural person or two or more natural persons each of whom are related to each other by blood, marriage, or adoption and who customarily reside and live together and otherwise hold themselves out as a single housekeeping unit or not more than two natural persons who are not related to each other by blood or adoption, who customarily reside and live together and otherwise hold themselves out as a single housekeeping unit. The decision as to whether two persons reside and constitute a qualifying family unit shall be a matter for the Board of Directors in their sole and unbridled discretion. Once designated and accepted by the Board as a qualifying family unit, no change in persons so constituting the qualifying family unit may be made except for one time in any calendar year and no more than three times in any constituent partner's lifetime, but in all events such change in partner shall be subject to the Board's approval in its sole and unbridled discretion. Further, the biological or adopted children of only one person shall be entitled to Common Area privileges if they meet all of the following conditions: (a) said child or children are age 21 or less; and (b) such child or children are not married or co-habiting with any third party; and (c) said children do not have custodial children of their own, (i.e., grandchildren of the Member); and (d) said children reside with the Owner on a permanent basis, or in the case of college or graduate students, at such times as the student is not enrolled in a college or university. If a Lot or Living Unit is owned by two or more persons who are not a "family" as described above, or is owned by an entity which is not a natural person, the Owner shall be required to select and designate one (1) family as defined above to utilize the Membership. The Master Association may restrict the frequency of changes in such designation when there is no change in Ownership of the Lot or Living Unit.

1.13 "**Golf Club**" means and refers to the Treviso Bay Golf Club, Inc., a Florida corporation not for profit.

1.14 "**Golf Club Documents**" means and refers to the Declaration of Covenants, Conditions and Restrictions for Treviso Bay Golf Club ("Golf Declaration")

1.15 "**Governing Documents**" means this Declaration, and the Articles of Incorporation, Bylaws, Rules and Regulations of the Master Association. In the event of a conflict in the interpretation of the Governing Documents, they shall be applied in the order of priority listed herein.

1.16 "**Guest**" means any person who is physically present in, or occupies a Living Unit on a temporary basis at the invitation of the Owner or other legally permitted occupant, without the payment of consideration.

1.17 "**Institutional Mortgagee**" means:

(A) a lending institution having a first mortgage lien upon a Lot or Living Unit, or Tract, including any of the following institutions: a Federal or State savings and loan or building and loan association, a bank chartered by a state or federal government, a real estate investment trust, a pension and profit sharing trust, a mortgage company doing business in the State of Florida, or a life insurance company; or

(B) a governmental, quasi-governmental or private agency that is engaged in the business of holding, guaranteeing or insuring residential mortgage loans (including without limitation the Federal National Mortgage Association), Governmental National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Administration and Veterans Administration and which holds, guarantees or insures a first mortgage upon a Lot or Living Unit; or

(C) the Declarant and any and all investors or lenders, or the successors and assigns of such investors or lenders which have loaned money to Declarant to acquire, develop, or construct improvements upon the Properties and who have a mortgage lien on all or a portion of the Properties securing such loan. An "Institutional Mortgage" is a first mortgage held by an Institutional Mortgagee encumbering a Lot or Living Unit.

1.18 "**Lands**" means the land described in Exhibit "A" to this Declaration, as it may be amended from time to time.

1.19 "**Lease**" when used in connection with a Living Unit, means the grant by the Owner of the Living Unit of a temporary right of use of the Living Unit for valuable consideration.

1.20 "**Living Unit,**" or "**Unit**" means any residential structure, including a single family detached or attached dwelling unit or condominium unit, located within Treviso Bay and intended for use by one family as their place of residence. If a Living Unit is a free-standing or attached single family home located on a Lot, the use of the term "Living Unit" or "Unit" shall be interpreted as if the term was followed immediately by the words "and the Lot on which it is located."

1.21 "**Lot**" means one or more of the platted portions of land into which parts of Treviso Bay have been subdivided, upon each of which a single Living Unit has been, or is intended to be, constructed. It is synonymous with the word "parcel" as used in Section 720, Florida Statutes. Unless the context clearly requires a different interpretation, the term "Lot" shall be interpreted as if it were followed by the words "and the Living Unit constructed thereon".

1.22 "**Master Association**" means Treviso Bay Property Owners Master Association, Inc., a Florida corporation not for profit, which has its principal place of business in Collier County, Florida, and its successors and assigns.

1.23 "**Member**" means a person who is entitled to Membership in the Master Association, as provided in Section 2 of the Bylaws. Membership is mandatory for the Owners of all Lots or Living Units.

1.24 "**Neighborhood**" means a condominium, a group of single family homes, coach homes, or villas, or any other residential sub-area development within Treviso Bay designated as such, where all the Lots and Living Units are part of the Neighborhood Association or where such residential subdivision of a designated area has been designated as a neighborhood by the Declarant.

1.25 "**Neighborhood Association**" means a condominium association, an incorporated owners association as defined in Section 720, Florida Statutes, or any other incorporated mandatory membership property owners association operating a Neighborhood, or operating facilities or property serving two or more Neighborhoods.

1.26 "**Neighborhood Common Areas**" means that real property, including any improvements thereon, which is owned or leased by, or dedicated to, a Neighborhood Association for the common use and enjoyment of its Members. If the Neighborhood is a condominium, the term includes the common elements of the condominium and any real property owned by the condominium association.

1.27 "**Neighborhood Documents**" means any and all covenants, conditions, restrictions, and other provisions imposed by recorded declaration or other instrument, applicable to one or more specific Neighborhoods to the exclusion of all others, including the recorded articles of incorporation and bylaws of the Neighborhood Association, all as amended from time to time.

1.28 "**Occupy**" when used in connection with a Living Unit, means the act of using a Living Unit as one's place of residence for two (2) or more consecutive days. An "**Occupant**" is one who occupies a Living Unit, other than the Owner or his family as defined above.

1.29 "**Owner**" means the record Owner of legal title to any Lot or Living Unit.

1.30 "**Rules and Regulations**" means the administrative regulations governing use of the Common Areas and procedures for operating the Master Association, as adopted, amended and rescinded from time to time by resolution of the Board of Directors.

1.31 "**SFWMD**" means South Florida Water Management District.

1.32 "**Service Assessment**" means a charge against one or more Lots or Living Units for any service, material or combination thereof which may be provided by the Master Association for the use and benefit of the Owner(s) on a voluntary basis, such as contracting in bulk for repairs, services, materials or maintenance. The amount paid or incurred by the Master Association on behalf of the Owners accepting or receiving such material or service shall be a service assessment against the Lots or Living Units so benefited. An Owner is deemed to have agreed to such assessment by the act of subscribing to, requesting, or accepting the material or service.

1.33 "**Structure**" means something built or constructed, or any piece of work artificially built up or composed of parts joined together in some definite manner, the use of which requires a more or less permanent location on the ground, or which is attached to something having a permanent location on the ground. The term shall be construed as if followed by the words "or part thereof." The term includes, without limitation, all Living Units, swimming pools, spas, fences, flagpoles, antennas, basketball backboards, skateboard ramps, swing sets or other play equipment, and storage sheds.

1.34 "**Treviso Bay**" is the name of the community.

1.35 "**Voting Interests**" means the arrangement established in Section 2 of the Bylaws of the Master Association by which the Owners of each Lot or Living Unit are entitled to vote in the affairs of the Master Association, whenever a vote of the Owners is permitted or required as to any Master Association business.

2. **GENERAL DEVELOPMENT PLAN.** The Community is a Planned Unit Development ("PUD"), comprising at approximately 1,500 acres of land. The primary development objective is the construction and development of approximately 1400 single and multiple family dwelling units along with various recreational amenities. The Community also includes an 18 hole golf course for use by Golf Members in accordance with the Golf Club Documents. Not all Members of the Master Association will be Golf Members. Members of the Master Association have no rights to use the golf course, golf practice areas or other related facilities solely by virtue of the fact that they are Members of the Master Association.

2.1 **Renderings, Plans and Models.** From time to time, Declarant and others may present to the public certain renderings, plans and models showing possible future development of Treviso Bay. Declarant does not warrant in any way the schemes in these renderings, plans or models or how the future improvements in this Community will actually be developed. Any such renderings, plans or models are primarily schematic, and in no way represent a guaranteed final development plan.

2.2 **Right to Use Common Areas.** The non-exclusive right to use the Common Areas shall be appurtenant to and shall run with each Owner's Membership in the Master Association, subject to this Declaration and its recorded exhibits. The Master Association has the right to enter into Agreements with other entities for the maintenance and operation of the Common Areas and CDD Property and for use of the Common Areas by non-Members.

2.3 **Owner and Member Compliance.** The protective covenants, conditions, restrictions and other provisions of this Declaration shall apply not only to the Members, and persons to whom an Owner has delegated his right of use in and to the Common Areas, but also to any other person occupying an Owner's Living Unit under lease from the Owner, or by permission or invitation, expressed or implied, of the Owner or his tenants, licensees, invitees or guests. Failure of an Owner to notify any person of the existence of the easements, covenants, conditions, restrictions, and other provisions of this Declaration shall not in any way act to limit or divest the right of Declarant or the Master Association of enforcement of these provisions and, in addition, the Owner shall be responsible for any and all violations of these provisions by his tenants, licensees, invitees or guests, and by the guests, licensees and invitees of his tenants at any time.

2.4 **Members' Rights and Easements.**

(A) Every Member of the Master Association shall have a non-exclusive right and easement for access to and the use and enjoyment of the Common Areas. The right and easement shall be appurtenant to and shall pass with the title to every Lot and Living Unit subject to any limitation set forth in this Declaration, including without limitation:

(1) The right of the Master Association to determine the annual and special assessments to be paid by the Members;

(2) The right of the Master Association to dedicate or transfer all or any part of the Common Areas to any governmental agency, public

authority, or utility;

(3) The right of the Master Association to grant easements over, across or through the Common Area or any part thereof;

(4) The right of the Master Association to borrow money for the accomplishment of its purposes of improving the Common Areas, and in aid thereof, to mortgage Common Areas;

(5) The right to take such steps as are reasonably necessary to protect Common Areas against foreclosure;

(6) The right to enforce the Articles of Incorporation and Bylaws of the Master Association; and any rules and regulations governing use and enjoyment of the Common Areas adopted by the Master Association;

(7) The right of the Master Association to charge use fees or Membership fees.

(8) The right of the Master Association to assist the CDD in enforcing its rules and regulations.

(B) Delegation of Rights. Each Owner may temporarily delegate his right of use in and to the Common Areas to his non-resident guests (if the guests are accompanied by the Owner) or to tenants who reside in the Living Unit of the Owner, but only to the extent and subject to conditions, limitations and restrictions as may be provided for in the Governing Documents. Each Owner of a Living Unit shall be financially and legally responsible for the actions of any person to whom the Owner has delegated his right to use the Common Areas.

2.5 Conveyance and Use.

(A) Any real property conveyed, leased, or the use of which has been granted by Declarant or any third party to the Master Association as Common Areas is not and shall not be deemed dedicated for use by the general public but is, and shall be, deemed restricted for the common use and enjoyment of Members of the Master Association.

(B) The Declarant, may convey property to the Master Association in either an improved or an unimproved condition, with or without any specific restrictions on its use, and the Master Association must accept such property. The Master Association shall not accept the conveyance of real property from any third party, in either an improved or unimproved condition, without the prior written consent of Declarant, so long as Declarant owns any property in the Master Association.

2.6 Quiet Enjoyment. Because of its size, full development of Treviso Bay will likely span a number of years. Incident to the development process, the quiet enjoyment of the Community may be unavoidably interfered with to some extent by construction operations.

3. THE MASTER ASSOCIATION'S PURPOSES AND POWERS. The primary purposes of the Master Association are to operate and maintain the Common Areas, including without limitation, the

clubhouse and related recreation facilities, including certain pools within the Community; to enforce restrictive covenants applicable to the Community; to provide architectural and aesthetic control; and to take such other action as the Master Association is authorized or required to take with regard to the Community pursuant to the Governing Documents. The Master Association shall operate, insure, maintain and repair all property and related improvements designated by Declarant as Common Areas, regardless of whether legal title to that property has been formally conveyed to the Master Association. If required by governmental agencies, the Master Association shall accept the transfer of all permits, and assume responsibility for maintenance and monitoring of on-site and off-site wetland preserve areas located on the Common Areas.

3.1 Common Areas. The Master Association shall operate, maintain and, if deeded by the Declarant, hold record title to the Common Areas. The Common Areas may include, but shall not be limited to, certain swimming pools that are not part of a Lot, certain roads not owned by the CDD, the clubhouse, restaurant, spa and fitness center, meeting rooms, cabana, postal facility, tennis courts and tennis pro shop, if any, and related facilities. The golf course, practice facility and other related facilities are not Common Areas of the Master Association. The Master Association may also maintain environmental habitat and preservation areas, surface water drainage and management systems on the Common Areas, if maintenance responsibilities are delegated to it by the CDD. The Board of Directors may promulgate reasonable rules and regulations regarding use of the Common Areas consistent with the Governing Documents. Use of Common Areas shall be available to all Members and their invitees, guests, family Members and tenants, subject to the Rules and to the Governing Documents. The costs of operating, maintaining, repairing, insuring and protecting the Common Areas and the facilities located thereon or connected therewith shall be assessed equally against all Lots and Living Units. The Master Association shall have, without limitation, the following powers:

- (A) To exercise the rights as set forth in the Declaration.
- (B) To allow public use of the clubhouse, and other recreational facilities, until control of the Master Association has been transferred to Owners other than the Declarant. Thereafter, the Board of Directors may determine whether and to what extent public use of the clubhouse and other Master Association facilities will be allowed.
- (C) To lease, assign or otherwise transfer the operating rights to, and any and all profits from any restaurant, snack bar or other facility on the Common Areas to a third party.
- (D) To enter into Agreements for the maintenance and operation of the Common Areas.
- (E) To enter into Agreements to cause additional Properties and amenities to become Common Areas if such Properties are of common benefit to the Community.

3.2 Manager. The Master Association may contract, employ and pay for the services of an entity or person to assist in managing its affairs and carrying out its responsibilities, and may employ other personnel as the Master Association shall determine to be necessary or desirable.

3.3 Personal Property. The Master Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise.

3.4 Insurance. The Master Association at all times shall procure and maintain adequate policies of public liability and other insurance as it deems advisable or necessary and as required elsewhere in this Declaration. The Master Association additionally shall cause all persons with access to Master

Association funds to be insured or bonded with adequate fidelity insurance or bonds.

3.5 **Express and Implied Powers.** The Master Association may exercise any rights, powers or privileges given to it expressly by the Governing Documents or by the law in effect at the time this Declaration is recorded, and every other right, power or privilege reasonably inferable therefrom.

3.6 **Acts of the Master Association.** Unless the approval or affirmative vote of the Members is specifically made necessary by some provision of applicable law or the Governing Documents, all approvals or actions permitted or required to be given or taken by the Master Association may be given or taken by its Board of Directors, without a vote of the Members. The officers and Directors of the Master Association have a fiduciary relationship to the Master Association and its Members. A Member does not have the authority to act for the Master Association by reason of being a Member.

3.7 **Member Approval of Certain Litigation.** After turnover, and notwithstanding any other provisions of the Master Association Documents, the Board of Directors shall be required to obtain the prior approval of at least two-thirds (2/3rds) of the voting interests of the Master Association prior to the payment of, or contracting for the payment of, legal fees to any person engaged by the Master Association for the purpose of commencing any lawsuit, other than for the following purposes:

- (A) collection of assessments;
- (B) collection of other charges which Members are obligated to pay;
- (C) enforcement of the Governing Documents;
- (D) enforcement of the rules and regulations of the Master Association;
- (E) in an emergency, when waiting to obtain the approval of the Member creates substantial risk of irreparable injury to the Master Association or its Members; or
- (F) filing a compulsory counterclaim.

3.8 **Articles of Incorporation.** The Articles of Incorporation of the Master Association are attached as Exhibit "B."

3.9 **Bylaws.** The Bylaws of the Master Association shall be the Bylaws attached as Exhibit "C" as they may be amended from time to time.

3.10 **Official Records.** The official records of the Master Association, as defined by Chapter 720, Florida Statutes, as amended, shall be maintained within the State of Florida and must be open to inspection and available for photocopying as provided for in the Bylaws. The Master Association may adopt reasonable written rules governing the frequency, time, location, notice, and manner of inspection, and may impose fees to cover the costs of providing copies of the official records, including, without limitation, the costs of copying. The Master Association shall maintain an adequate number of copies of the Governing Documents, to ensure their availability to Members and to prospective purchasers, and may charge its actual costs for reproducing and furnishing these documents to those persons who are entitled to receive them.

3.11 **Polling Places.** Accommodations may be made for the future use of building space within the Common Areas for the purposes of accommodating the function of an electoral polling place.

3.12 **Rules and Regulations.** Subject to this Declaration and any other applicable recorded instrument, the Master Association shall have the right and the power to develop, promulgate and enforce reasonable rules and regulations for the use and enjoyment of the Common Areas. No Common Areas shall be used in violation of any rule or regulation adopted by the Master Association pursuant to Section 5 of the Bylaws.

3.13 **Acquisition of Property.** Subject to Section 2.5 above, the Master Association has the power to acquire property, both real and personal. The power to acquire personal property shall be exercised by the Board of Directors. The power to acquire Ownership interests in real property shall be exercised by the Board of Directors, but only after approval by at least a majority of the voting interests.

3.14 **Disposition of Property.** Subject to Section 2.5 above, any property owned by the Master Association, whether real, personal or mixed, may be mortgaged, sold, leased or otherwise encumbered or disposed of by the same authority as would be required to acquire it under Section 3.14 above.

4. **MEMBERSHIP AND VOTING RIGHTS.** Every Owner of record legal title to a Lot or Living Unit within Treviso Bay shall be a Member of the Master Association as further defined in Section 4.1 below. The Declarant shall hold Declarant Membership as provided for in Section 4.1(C) below. Membership is appurtenant to, and may not be separated from, Ownership of a Lot or Living Unit. The rights, powers, duties and privileges of Members shall be as set forth in this Declaration, and in the Articles of Incorporation and Bylaws of the Master Association.

4.1 Classes of Membership. The Master Association will initially have two (2) classes of voting Membership, and one (1) class of non-voting Membership, as follows:

(A) **Members or Class "A" Members.** Every Owner of a Lot or Living Unit shall be a Member, which Membership has been given as an appurtenance. Members shall be all Owners of Lots or Living Units within Treviso Bay. The Declarant shall create a Membership for every Lot and Living Unit. Members shall have full rights of use in the Common Areas and facilities. The actual number of Memberships which may be created is in the discretion of the Declarant, but it is anticipated that the number will be approximately 1400. Except for temporary delegations as provided in Section 4.4 below, a Membership shall not be assignable and/or transferable by any method other than the sale, lease or conveyance of record legal title to the Lot or Living Unit to which it is appurtenant. Upon sale or other transfer of Ownership of a Lot or Living Unit to which a Membership is appurtenant, the transferor shall be deemed to have automatically assigned and transferred the Membership with his property. A Member's rights to use the Common Area and other recreation facilities shall be limited as set forth in this Declaration and in the Bylaws. Any attempt to separate the Membership from the interest in real property upon which it is based shall be null and void.

(B) **Interim Members.** The Developer or the Board shall have the right, but not the obligation, to authorize an unlimited number of interim Members who are not Owners or residents of Treviso Bay, and who shall have no voting rights. While in good standing, such Members have the right to enjoy the social and recreational facilities appropriate to their Membership class. To remain in good standing, such Members shall be obligated to timely pay all charges and annual dues in the amount established by the Board of Directors. Such Memberships shall be good for not more than one year at a time, and may, upon expiration of any one-year term, be terminated at the discretion of the Board of Directors, with or without cause.

(C) **Declarant Member or Class "B" Member.** The Declarant shall be a voting Member for each Lot or Living Unit it owns. Declarant Membership and voting rights shall cease to exist at the Turnover Meeting described in Section 8.2 of the Bylaws, but all of the Declarant's other rights and privileges as the Declarant, as set forth elsewhere in this Declaration or in the Bylaws, shall continue as long as the Declarant holds any property within the Community for sale in the ordinary course of business. If the Declarant conveys undeveloped property within the Community to a successor developer, the Declarant may assign its Declarant Membership and/or some or all of its voting rights and privileges to the successor developer.

4.1.1 **"Member for the Day - Private Club"** In order to comply with the Florida State Alcoholic Beverages and Tobacco regulations relating to dispensing of alcoholic beverages pursuant to a private club liquor license, the Master Association may create a daily Membership to facilitate dispensing of alcoholic beverages to daily guests of the Master Association. The Board shall be empowered to adopt rules and restrictions pertaining to the charges paid to the Master Association for daily Membership. In all events, any daily guest who has been charged for and paid a greens fee for use of the golf course shall be considered a Member for that day.

4.2 **Voting.** The Association shall have two classes of voting Membership, Class "A," and Class "B,"

(A) **Class "A".** Class "A" Members shall be all Owners except the Class "B" Member, if any. Class "A" Members shall have one equal vote for each Lot or Living Unit in which they hold the interest required for Membership under Section 4.1, except that there shall be only one vote per Lot or Living Unit and no vote shall be exercised for any property which is exempt from assessment under Section 9.9. All Class "A" votes shall be cast as provided in Section 4.2 (C) below.

(B) **Class "B".** The sole Class "B" Member shall be the Declarant. Until the Class "B" Membership expires or is terminated, the Class "B" Member may appoint a majority of the Members of the Board of Directors as specified in the By-Laws. Additional rights of the Class "B" Member, including the right to approve, or withhold approval of, actions proposed under this Declaration, the By-Laws and the Articles, are specified in the relevant sections of this Declaration, the By-Laws and the Articles.

The Class "B" Membership shall terminate upon the earlier of:

- (i) three months after 90% of the maximum number of residential dwelling units which may be created and developed as part of the Properties under the resolutions of the Collier County Board of County Commissioners, as amended from time to time, have been constructed and conveyed to Class "A" Members. Currently, the maximum number of residential dwelling units is 1400, however, the maximum number of residential dwelling units may increase if additional property other than the property described on Exhibit "A" is subjected to this Declaration as provided in Section 18.10; or
- (ii) when, in its discretion, the Declarant so determines and declares in a written instrument recorded in the Public Records.

Upon termination of the Class "B" Membership, the Declarant, provided Declarant is also an Owner, shall be a Class "A" Member entitled to one Class "A" vote for each Living Unit which it owns.

(C) **Exercise of Voting Rights.** In any situation where a Member is entitled personally to exercise the vote for his or her Living Unit, and there is more than one Owner of such Living Unit, the vote for such Living Unit shall be exercised as the co-owners determine among themselves and advise the Secretary of the Master Association in writing prior to the vote being taken. Absent such advice, the Living Unit's vote shall be suspended if more than one person attempts to exercise it.

4.3 **Association Rights and Easements.** Members in good standing have the non-exclusive right to use the Common Areas subject to:

(A) The right of the Master Association, by and through its Board of Directors, to adopt the annual budget and to determine the annual assessments to be paid by Members;

(B) The right of the Master Association, by and through its Board of Directors, to charge any admission, use, or other fees for any Common Areas as the Board may deem appropriate. The fees may be higher for non-Owners than for Owners;

(C) The right of the Master Association, by and through its Board of Directors, to suspend a Member's right to use Common Areas for the period during which any assessment or charge against the Member's Lot or Living Unit remains unpaid and past due, and for a reasonable period during or after any infraction of the Master Association's rules and regulations;

(D) The right of the Master Association, by and through its Board of Directors, to dedicate or transfer all or any part of the Common Areas to any governmental agency, public authority, or utility;

(E) The right of the Master Association, by and through its Board of Directors, to grant easements over, across or through the Common Areas;

(F) The right of the Master Association, by and through its Board of Directors, to open the Common Areas for use by non-Members of the Master Association, or non-Owners.

(G) The right of the Master Association, by and through its Board of Directors, with the prior assent of a majority of the voting interests, to borrow money for the purpose of improving the Common Areas, and in aid thereof, to mortgage Common Areas;

(H) The right of the Master Association, by and through its Board of Directors, to take such steps as are reasonably necessary to protect the Common Areas;

(I) The right of the Master Association, by and through its Board of Directors, to close or restrict access to the Common Areas for limited periods of time to conduct special events, including those intended primarily to benefit the Declarant or its sales efforts;

(J) The right of the Master Association, by and through its Board of Directors, to regulate parking and traffic on the private roads within Treviso Bay, including without limitation the

use of access gates or speed bumps;

(K) The provisions of this Declaration, the Articles of Incorporation and Bylaws of the Master Association; and any rules and regulations governing use and enjoyment of the Common Areas adopted by the Master Association;

(L) The right of the CDD, to exercise and enforce any and all powers authorized by Chapter 190, Florida Statutes; and

(M) The right of the Master Association to dedicate or transfer Ownership or control of all or any part of the Common Areas to the CDD or any other governmental agency, public authority, or utility.

So long as there is a Declarant Member, any and all rights of Members, and any and all restrictions, limitations, conditions and rules and regulations that a Member shall be subject to, shall not be amended without the consent of the Declarant.

4.4 **Delegation of Use Rights In Common Areas.** Guests accompanied by a Member shall have the right to use the Common Areas, but only to the extent provided in Section 2.4 of the Bylaws, or in the Master Association's rules and regulations, and subject to the conditions, limitations and restrictions as may be stated therein. A fee may be imposed for such usage delegation, not necessarily limited by or related to the cost of processing the delegation. Each Member shall be financially and legally responsible to the Master Association for the actions and debts to the Master Association of any person to whom the Member has delegated his right to use the Common Areas. The Member may not delegate the obligation to pay Master Association assessments. Upon the lease of a Lot or Living Unit to which a Membership is appurtenant, the lessor may retain the right to use the Membership, in which case the tenant shall have no such rights. If a Member delegates his privileges to a tenant residing in his Living Unit, the Member shall not be entitled to use of the facilities, except as a guest of another Member, during the period of the delegation.

4.5 **Separation of Ownership.** The Ownership of a Lot, and the Ownership of the Living Unit constructed thereon, may not be separated or separately conveyed, nor may any person who does not own record legal title to at least one Lot or Living Unit, hold Membership in the Master Association.

4.6 **Credit.** The Master Association may implement a policy of not accepting cash payments, and may require that each Member and resident guest open an account with a nationally recognized credit card, to which all purchases of goods and services from the clubhouse, pro shop, dining room and other facilities may be charged.

4.7 **Minimum Purchases.** The Master Association requires each Member to purchase at least a minimum amount of food or beverages from the Master Association, or be billed for the minimum amount. The initial food and beverage minimum shall be \$500.00.

5. **GENERAL COVENANTS AND USE RESTRICTIONS.**

5.1 **Residential Use.** Each Living Unit shall be occupied by only one family and its temporary guests at any time, as a residence and for no other purpose. No time-sharing, business or commercial activity shall be conducted in or from any Living Unit. Co-Ownership of units is permitted. However, if the co-Owners are other than husband and wife, the co-Owners shall designate one (1) of the co-Owners as the "primary occupant." The use of the Living Unit by other co-Owners shall be as

though the primary occupant were the only actual Owner. Those co-Owner(s) whom have not been designated as the primary occupant shall be treated as guests of the primary occupant. Both the initial approval and the continued approval of a trustee, corporation, or other entity as an Owner, shall be conditioned upon designation of one (1) natural person to be the “primary occupant”, and the use of the Living Unit by other persons shall be as though the primary occupant were the only actual Owner. Those co-Owner(s) whom have not been designated as the primary occupant shall be treated as guests of the primary occupant. Any change in the primary occupant shall be treated as a transfer of Ownership by sale or gift. No more than one (1) such change shall be approved in any twelve (12) month period. The intent of this provision is to allow flexibility in estate, financial or tax planning and not to create circumstances in which the Living Unit may be used as short term accommodations for several families or individuals. No person may publicly advertise the address of a Living Unit as the address of any business. The use of a Living Unit as a public lodging establishment shall be deemed a business or commercial use. This Section 5.1 shall not be construed to prohibit any Living Unit occupant from maintaining a personal or professional library, from keeping his personal, business or professional records in his Living Unit, or from handling his personal, business or professional telephone calls, written correspondence, or other communications in and from his Living Unit. Such uses are expressly declared customarily incident to residential use. This Section 5.1 is, however, intended to prohibit commercial or business activity by an Owner which would noticeably change the residential ambiance of the Community, or make it obvious that a business is being conducted, such as by regular or frequent traffic in and out of the Community by persons making deliveries or pick-ups, or by employees and business associates, or by customers and clients.

5.2 Occupancy of Living Unit when Owner is not in Residence. An Owner may occasionally allow family, friends or business associates in reasonable numbers to temporarily occupy his Living Unit in his absence. Except as otherwise provided in Section 5.3 below, this provision is not intended to allow any Owner to use his Living Unit as short-term transient accommodations for several individuals or families. The Owner must register all guests with the Master Association in advance, giving such information about the guests and the period of their stay as the Board may reasonably require. The Owner is responsible for the conduct of his guests. When the Owner is not in residence, no more than six (6) overnight occupants (including the Owner and his family) are allowed at any time.

5.3 Leasing. The Board of Directors has the right but not the obligation to approve leases for Living Units. If the Board chooses to exercise its right to approve leases, it shall adopt, by Board resolution, the procedure and criteria for approval of all leases, which shall apply to all leases subsequent to the adoption of the resolution. However, in all cases, the requirements of this Section 5.3 shall apply to any lease for a Living Unit in Treviso Bay. The minimum allowable lease period shall be thirty (30) consecutive days. No Living Unit may be rented or leased more than four (4) times in any twelve (12) month period. No lease may begin sooner than thirty (30) days after the first day of occupancy under the last previous lease. All leases are subject to the following restrictions and conditions:

- (A) The lease must be written, and a fully executed copy must be provided to the Association not less than fifteen (15) days before the beginning of the lease term, together with such other information about the tenants as the Board may reasonably require.
- (B) No lease may be for a period of less than thirty (30) consecutive days.
- (C) No subleasing or assignment of lease rights is allowed.

(D) No one but the lessee and the lessee's spouse, if any, and their unmarried children, who live with their parents, may occupy the Living Unit during a lease.

All of the provisions of the Governing Documents and the Rules and Regulations of the Association shall be applicable to and enforceable against any person occupying a Living Unit as a lessee or guest, to the same extent as against an owner, and a covenant on the part of each occupant to abide by the rules and regulations of the Association and the provisions of the Governing Documents, designating the Association as the owner's agent, with the authority to terminate any lease and evict the tenant in the event of violations by the tenant of such covenant, shall be deemed to be included in every lease whether oral or written, and whether specifically expressed in such lease or not. Any lease entered into without notice, or otherwise in violation of the above provisions shall, at the option of the Board, be treated as a nullity, and the Board shall have the power to evict the lessee by summary proceedings without securing consent to such eviction from the owner.

THE DECLARANT MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE FINANCIAL FEASIBILITY OF RENTING A LIVING UNIT OR THE INCOME TO BE DERIVED THEREFROM. ANY OWNER WHO DESIRES OR INTENDS TO RENT A LIVING UNIT MUST INDEPENDENTLY DETERMINE AND ASSUME RESPONSIBILITY FOR THE FEASIBILITY OF RENTING, AND SHOULD CONSULT HIS OR HER OWN ADVISOR WITH RESPECT TO THE TAX CONSEQUENCES AND ECONOMIC ADVANTAGE OF OWNERSHIP.

5.4 **Nuisance.** No Member shall use or permit a Living Unit to be used in any manner which would be unreasonably disturbing, detrimental or a nuisance to the occupant of another Living Unit or which would not be consistent with the maintenance of the highest standards for the first class residential development, nor permit the premises to be used in a disorderly or unlawful way. The use of each Living Unit Common Area and the Neighborhood Common Areas shall be consistent with existing laws and the Governing Documents, and residents shall at all times conduct themselves in a peaceful and orderly manner. No unlawful, disorderly or offensive activity shall be carried on upon any Lot or in any Living Unit, nor shall any Owner permit or condone any activity that is, or may reasonably become, a source of annoyance or nuisance to other residents.

5.5 **Temporary Structures.** Temporary structures, including trucks, trailers, motor homes, recreational vehicles, tents or shacks shall not be used on any Lot at any time as a residence, either temporary or permanent.

5.6 **Signs.** In order to maintain an attractive community, no sign, banner, advertisement or poster (including "open house", "for sale" or "for rent" signs) shall be exhibited, displayed, inscribed, painted, or affixed, in, on or upon any part of the Properties without prior approval of the ARC, which approval may be withheld for any reason. However notwithstanding the above signs in strict conformance with the signage set forth on attached Exhibit "D" shall be permitted. This provision includes signs inside of Living Unit windows or the windows of motor vehicles. This Section 5.6 shall not apply to signs used by Declarant or its agents to market Living Units owned by Declarant.

5.7 **Appearance; Refuse Disposal.** Each Owner shall keep his Lot and Living Unit free of trash and debris and shall reasonably maintain his Living Unit. Personal property of residents shall not be left on the lawns or landscaped areas outside the Living Units. Trash, garbage or other waste must be kept in appropriate containers suitably screened from view from the street and adjacent Lots. Porches, and lanais shall be used only for the purposes intended, and shall not be used for hanging or drying clothing, for outdoor cooking, for cleaning of rugs or other household items, or for storage of bicycles or other

personal property.

5.8 **Maintenance.** The Declarant shall care for unimproved Lots within the Properties at its expense, remove and destroy tall grass, undergrowth, weeds and rubbish therefrom, and do any other things and perform any labor necessary to keep the Lot in reasonable order. The Association shall have the right to repair any structure or improvement on any Lot which, in the opinion of the Board, constitutes a safety hazard or nuisance, or is unsightly, or is in a state of disrepair, provided that the Lot Owner is given no less than five (5) days notice of the Association's intent to do so, which reasonably specifies the proposed action. The Association shall charge the expense of same against the Owner of the Lot, which charge shall be a lien on the Lot which may be foreclosed and shall include the Association's attorney fees and other costs in connection with the lien and foreclosure.

5.9 **Awnings and Windows.** Awnings, storm shutters, solar film, and other window coverings shall be subject to the prior approval and control of the ARC.

5.10 **Fences.** No fence, wall, hedge or other physical and visual barrier shall be erected in the Common Areas, except as originally installed by Declarant, or as approved by the ARC.

5.11 **Driveways and Parking Areas.** Driveways and parking areas must be paved with concrete, paver blocks, or another hard surface approved by the Declarant. Maintenance and repair of all driveways, parking and other paved parking facilities shall not be the responsibility of the Association. Driveways must be kept clean and free from excessive oil, rust or other unsightly stains.

5.12 **Water Supply; Wells; Water Rights.** Each Living Unit may be equipped with dual water lines, one of which shall be designated to utilize non-potable water. All irrigation systems must be connected to the non-potable water line and all outside spigots must be connected to the potable water line. Each Owner shall be required to connect the water lines on his Lot to the lines of the utility provider(s) providing service to Treviso Bay. No Owner may install or operate a private well for any reason, including operation of a water source heat pump.

5.13 **Landscaping.** The Master Association has the right, but not the obligation, to assume the responsibility to maintain the exterior landscaped portions of the Lots and Living Units within Treviso Bay, which includes lawn, shrubs, trees, and other landscaping, except for any areas enclosed by fencing or other screening or otherwise not readily accessible from outside the Lots or Living Units. The Master Association's costs associated with the maintenance described in this Section shall be a Common Expense of the Master Association and shall to be allocated among all Lots or Living Units pursuant to Section 9.1 of the Declaration; provided, if appropriate, costs may be assessed as a Specific Assessment in, accordance with Section 9.5 of the Declaration. Notwithstanding the foregoing, upon request by a Neighborhood Association, the Master Association can delegate its rights, duties, and obligations under this Section to a Neighborhood Association so long as the Neighborhood Association complies with the provision of this Section. The Master Association shall have a perpetual non exclusive easement over all of Treviso Bay, including the Living Units (but not inside any structure within a Living Unit), for the purpose of performing its maintenance responsibilities under this Section. Such easement may be exercised, without prior notice, by the Master Association, its officers, directors, employees, agents, and contractors, and entry upon any Living Unit for such purpose shall not be deemed a trespass. No landscaping shall be added, augmented, replaced, cut down, destroyed or removed without the prior written approval of the ARC. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon any Lot outside of the Living Unit and the Living Unit's privacy walls, unless approved by the ARC.

5.14 **Pets.** The Owner of each Living Unit may keep not more than two (2) small pets not to exceed thirty (30) pounds each, of a normal domesticated household type (cats or dogs only) in the Living Unit. Reasonable numbers of birds in cages and fish in aquaria are also permitted, subject to reasonable regulation by the Association. Animals must be hand carried or leashed at all times while outside of the Living Unit. The Owner is responsible for cleaning up after his pet. The ability to keep pets is a privilege, not a right, and the Board of Directors is empowered to order and enforce the removal of any pet which becomes a source of unreasonable annoyance to other residents of Treviso Bay. No reptiles, amphibians, poultry, swine or livestock may be kept on the Properties. The Board of Directors may restrict the locations where pets may be walked. Notwithstanding the foregoing, pit bull and pit bull mix dogs or other recognized aggressive breeds of dogs shall be prohibited regardless of size or weight. A pit bull or pit bull mix dog is defined as any dog that, in the sole and exclusive discretion of the Board, has the appearance and characteristics of being predominately and commonly referred to as a "pit bull" regardless of the opinion of any veterinary doctor. Pets may not be brought or kept within Treviso Bay for any commercial purposes, including boarding, grooming or breeding.

5.15 **Parking and Storage of Vehicles.** Except for service vehicles temporarily present on the property, Owners and occupants of Living Units may not park, store or keep on the Properties, any commercial truck or other commercial vehicle, or any boat, trailer, semi-trailer, recreation vehicle, motorcycle, house trailer, mobile home, motor home, bus, tractor, or any other such vehicle, unless it is enclosed within a garage. No person may park, store or keep any motor vehicle on grassed or landscaped areas, or any places outside of paved driveways, garages, or other designated parking areas. Vehicles which are in wrecked, junked, partially dismantled, inoperative or abandoned condition, whether attended or not, and those not bearing current license plates, are not permitted on the Properties. Because guest parking may be limited in some areas, each Owner is specifically cautioned that he and the other occupants of his Living Unit may be limited or restricted as to the number of motor vehicles they may keep on the Properties. The repair of motor vehicles, except emergency repairs, is not permitted on the Properties. For purposes of this paragraph "kept" shall mean present for either a period of twelve (12) consecutive hours or overnight, whichever is less. No house trailer, mobile home, motor home and the like may be kept more than two (2) times in any month. Any vehicle parked in violation of this Section is subject to being towed away at the Owner's expense without further warning.

5.16 **Antennas, Radio Equipment and Flagpoles.** No outside television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any Lot or upon any improvements thereon, unless expressly approved in writing by the ARC, except that this prohibition shall not apply to those antennae specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000, as amended, promulgated under the Federal Telecommunications Act of 1996, as amended from time to time. The Master Association shall be empowered to adopt rules governing the types of antennae, restrictions relating to safety, location and maintenance of antennae. The Master Association may adopt and enforce reasonable rules limiting installation of permissible dishes or antennae to side or rear yard locations, not visible from the street or neighboring Properties, and integrated with the residence and surrounding landscape, to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules. Antennae shall be installed in compliance with all federal, state and local laws and regulations, including zoning, land-use and building regulations. A flagpole, for display of the American Flag only, may be permitted if its design and location are first approved by the ARC. An approved flagpole shall not be used to mount an antenna. It is the intent of this Section to protect residents from unreasonable interference with television reception, electronic devices, and the operation of home appliances which is sometimes caused by ham radios, CB base stations or other high-powered broadcasting equipment. This Section 5.16 shall not apply to the

Declarant or its agents to market Living Units owned by Declarant.

6. ARCHITECTURAL AND AESTHETIC CONTROL.

6.1 **General.** Except for the initial construction of Living Units, Neighborhood Common Area facilities, Common Area facilities, and related improvements by the Declarant, no building, structure or other improvement shall be erected or altered, nor shall any grading, excavation, landscaping, change of exterior color, or other work which in any way materially alters the exterior appearance of any structure, Lot, Living Unit, or Common Area be performed without the prior written approval of the ARC. In obtaining said written approval, an Owner, Builder or any other person applying shall comply with all applicable requirements and procedures.

6.2 **Architectural Review Committee.** The architectural and aesthetic review and control functions of the Master Association shall be administered and performed by the ARC. The ARC shall consist of not less than three (3) individuals, who need not be Members of the Master Association. The term of office, composition, compensation (if any), qualifications and meeting procedures of the ARC shall be as provided in Section 6 of the Bylaws. Notwithstanding the foregoing, prior to Master Association turnover, the Declarant shall have the sole right to appoint one individual who may or may not be a Member of the Master Association, who shall have the full and unilateral power to act on behalf of the ARC body and no meeting or notice to Members of any meeting is required.

6.3 **Guidelines.** The Declarant has prepared the initial Community Development Standards and Design Guidelines, which may contain general provisions applicable to all of the Properties as well as specific provisions which may vary from Neighborhood to Neighborhood. The Community Development Standards and Design Guidelines are intended to provide guidance to Owners and Builders regarding matters of particular concern to the ARC in considering applications hereunder. The Community Development Standards and Design Guidelines are not the exclusive basis for decisions of the ARC and compliance with the Community Development Standards and Design does not guarantee approval of any application.

The Declarant shall have sole and absolute authority to amend the Community Development Standards and Design Guidelines as long as it owns any portion of the Properties or has a right to expand or reduce the Properties pursuant to Section 18.10, notwithstanding a delegation of reviewing authority to the ARC. Upon termination or delegation of the Declarant's right to amend the Community Development Standards and Design Guidelines, the ARC shall have the authority to amend the Community Development Standards and Design Guidelines with the consent of the Board. Any amendments to the Community Development Standards and Design Guidelines shall be prospective only and shall not apply to require modifications to or removal of structures previously approved once the approved construction or modification has commenced. There shall be no limitation on the scope of amendments to the Community Development Standards and Design Guidelines, provided such amendments may remove requirements previously imposed or otherwise make the Community Development Standards and Design Guidelines less restrictive.

The ARC shall make the Community Development Standards and Design Guidelines available to Owners and Builders who seek to engage in development or construction within the Properties. In the Declarant's discretion, such Community Development Standards and Design Guidelines may be recorded in the Public Records, in which event the recorded version, as it may be amended from time to time, shall control in the event of any dispute as to which version of the Community Development Standards and Design Guidelines was in effect at any particular time

6.4 **Powers.** The ARC shall have the power, subject to and limited by the guidelines of the approved regulatory permits of local ordinances for Treviso Bay.

(A) Require submission to the ARC of complete plans and specifications for any building, structure, or other improvement proposed to be erected or altered, or any proposed grading, excavation, tree or other landscape material removal or installation, change of exterior color or other work which materially alters the exterior appearance of any structure, Lot, Living Unit or Common Area. The ARC may also require submission of samples of building materials or colors proposed for use on any Lot or Living Unit, and may require such additional information as may reasonably be necessary for the ARC to fully evaluate the proposed work;

(B) Approve or disapprove the erection or alteration of any building, structure or other improvement; or any grading, excavation, landscaping, change of exterior color, or other work which in any way materially alters the exterior appearance of any structure, Lot, Living Unit or Common Area. All decisions of the ARC shall be forwarded in writing to the Board. Any person aggrieved by a decision of the ARC shall have the right to make a written appeal to the Board within thirty (30) days after notification of the decision. The determination by the Board, upon prompt review of any such decision, shall, in all events, be final, and shall not be unreasonably delayed;

(C) Adopt procedures and a schedule of reasonable fees for processing requests for ARC review. Fees, if any, shall be payable to the Master Association, in cash or check, at the time the request is submitted to the ARC; or

(D) Adopt procedures for inspecting approved changes during and after construction, to ensure conformity with approved plans.

6.5 **Enforcement.** Any decisions of the ARC shall be enforced by any Neighborhood Association involved, if applicable, as well as by the Master Association.

6.6 **Declarant's Rights.** Until 100% of the property described on Exhibit "A" has been developed and conveyed to Owners, the Declarant shall have the exclusive right to exercise design review under this Section. The rights reserved to Declarant under this Section shall continue so long as Declarant owns any portion of the Properties or any real property adjacent to the Properties, unless earlier terminated in a written instrument executed by Declarant and recorded in the Public Records. The Declarant may, in its sole discretion, designate one or more Persons from time to time to act on its behalf in reviewing applications hereunder. Each Owner and Builder, by accepting a deed or other instrument conveying any interest in any portion of the Properties, acknowledges that, as the developer of the Properties and as an Owner of portions of the Properties as well as other real estate within the vicinity of the Properties, Declarant has a substantial interest in ensuring that the improvements within the Properties preserve its reputation and do not impair the Declarant's ability to market its property. Therefore, each Owner and Builder covenants and agrees that no activity within the scope of this Section ("Work") shall be commenced on such Owner's Living Unit unless and until the Declarant or its designee has given its prior written approval for such Work, which approval may be granted or withheld in the Declarant's or its designee's sole and absolute discretion. In reviewing and acting upon any request for approval Declarant and its designee shall owe no duty to any other person.

6.7 **No Waiver of Future Approvals.** Each Owner acknowledges that the persons reviewing applications under this Section will change from time to time and that opinions on aesthetic matters, as

well as interpretation and application of the Community Development Standards and Design Guidelines, may vary accordingly. In addition, each Owner acknowledges that it may not always be possible to identify objectionable features of proposed Work until the Work is completed, in which case it may be unreasonable to require changes to the improvements involved, but the ARC may refuse to approve similar proposals in the future. Approval of applications or Plans for any Work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar applications, Plans, or other matters subsequently or additionally submitted for approval.

6.8 **Variances**. The ARC may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing; (b) be contrary to this Declaration; (c) estop the ARC from denying a variance in other circumstances; or (d) shall be effective unless approved by Declarant, provided Declarant is also an Owner at the time such variance is contemplated. 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 be considered a hardship warranting a variance.

6.9 **Limitation of Liability**. The standards and procedures established by this Section 6 are intended as a mechanism for maintaining and enhancing the overall aesthetics of the Properties, but shall not create any duty to any person. Review and approval of any application pursuant to this Section 6 is made on the basis of aesthetic considerations only and the ARC shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements, nor for ensuring that all dwellings are of comparable quality, value or size or of similar design nor for ensuring that the dwelling units are marketable. Neither the Declarant, the Master Association, the Board, any committee, nor Member of any of the foregoing shall be held liable for soil conditions, drainage or other general site work, nor for any defects in plans revised or approved hereunder, nor for any injury, damages, nor loss arising out of the manner or quality of approved construction on or modifications to any Unit. In all matters, the ARC and all persons comprising the ARC shall be defended and indemnified by the Master Association.

7. **EASEMENTS**. In addition to any easements created elsewhere herein or that otherwise exist on the Properties, easements are hereby provided for:

7.1 **Utilities, Services and Support**. Each Lot, Living Unit, Common Area (except Conservation Areas) and Neighborhood Common Area is and are hereby subjected to easements for public services, communications and telecommunications, and utilities purposes including, but not limited to, fire, police protection, and emergency services, garbage and trash removal, potable and non-potable water, sewage, telephone, electric and gas service, lake maintenance, and cable television. The utilities and governmental agencies having jurisdiction, and their employees and agents, shall have the right of access to any Lot, Living Unit, the Common Area and Neighborhood Common Area in furtherance of such easements. The easement areas on any Lot, whether or not shown on any plat, shall at all times be properly maintained by the Owner, whether or not the utility or service company property maintains the easement area.

(A) There is hereby reserved, for the purpose of installing, operating and maintaining governmental, public or private utility facilities, and for other purposes incidental to the development of the Community, those easements described herein and those shown upon the recorded plat of the Community, and there are also reserved such easements and rights-of-way for any other purposes as Declarant in its sole discretion may in the future

grant.

(B) Declarant hereby reserves the right, and the power, during a period of ten (10) years from the date of recording this Declaration, to declare, grant and record easements for drainage facilities, sanitary sewer lines, potable and irrigation water lines, storm sewers, gas and electric lines, telephone and other telecommunication lines, cable television lines, and such other service facilities as Declarant may deem necessary or desirable, along the various utility service routes, through, in, over and under all Lots, Common Areas, and Neighborhood Common Areas. The purpose, duration and scope of any such easement shall be set forth in an instrument of public record. Said easements and the rights granted shall not be inconsistent with the then existing improvements on the applicable portions of the Lot, Common Area or Neighborhood Common Area, or materially change the rights of the Owners. If any agreement is entered into by the Master Association for the exclusive provision of System services or other services to the Community, as described in either Section 7.2, 7.3 or both below, it shall be the affirmative obligation of the Master Association to grant all appropriate and reasonably necessary easements for the furnishing of those services; and upon the expiration or termination of such agreement, to provide subsequent or alternate easements so as to insure the continuous accessibility and availability to the Community, of those services.

7.2 Cable TV and Telecommunications System. The Declarant hereby reserves for itself and its successors, assignees and licensees, the right, without obligation, to construct or install over, through, under, across and upon any portion of the Community for the use and benefit of the Owner and that committed or authorized guests, invitees, tenants and family Members, one (1) or more cable and/or telecommunications receiving and distribution systems and electronic surveillance systems, emergency, medical and surveillance monitoring, or alarm systems (all or any part of which shall be referred herein collectively as the "System"), the exact description, location and nature of which may have not yet been fixed or determined. Declarant shall have and hereby reserves to itself and its designees, successors, assignees and licensees, a perpetual and exclusive right, privilege, easement and right-of-way for the installation, construction and maintenance of the System (the scope, extent, size and location of which over, across, upon and through the Community shall be determined solely by Declarant, its successors, designees and assigns) together with a perpetual and exclusive right and privilege of:

(A) Unlimited ingress and egress thereto for installing, constructing, inspecting, maintaining, altering, moving, improving and replacing the facilities and equipment constituting the System including, without limitation, any towers, antennas, conduits, wires, cables, lines, panels, boxes, housings, connections, insulators and amplifiers necessary or desirable to receive and distribute services of the System including, without limitation, television and radio signals, electronic banking, surveillance, fire, police and emergency medical protection.

(B) Transmitting the facilities and equipment of which, shall be owned and exclusively controlled by Declarant, its successors and assigns or its designees.

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

7.3 Contracts With Service Providers. Declarant, or the Master Association, or both, shall have the right to enter into Contracts for the exclusive provision of the System, as Declarant and the Master Association shall deem, in their sole respective discretion, to be in the best interest of the Community.

Either the Declarant or the Master Association may receive valuable consideration for the grant of the exclusive right to provide System services. As used herein, the term "contractual designee" means the service provider with which Declarant or the Master Association contracts for the furnishing of System services. Should Declarant enter into a contract or contracts pursuant to this Section 7.3, the Master Association shall, to the extent the Declarant assigns its rights and obligations under such contract or contracts, accept such assignment, and is bound by all the terms and provisions of the contract or contracts. Any such contract for cable television or other similar services shall provide, and if it does not, shall be deemed to provide, that during any period of occupancy of a living unit by a hearing impaired or legally blind unit Owner who does not occupy the Living Unit with a non-hearing impaired or sighted person, said Owner may refuse or discontinue the service without incurring disconnect fees, penalties, or subsequent service charges, and as to such living units, the Owners shall not be required to pay any charge related to such service.

7.4 Collection of "System" Assessments by Master Association. Every Lot or Living Unit to which the service System is available for many contractual designee(s) shall be subject to a System service assessment, payable per Lot or Living unit for System services, including, without limitation, cable television services. The Master Association shall bill the appropriate System service assessment to each Lot or Living Unit along with other assessments for common expenses, which may be due and payable at the same time, and shall collect same and remit payment to the contractual designee(s) providing the System services.

7.5 Easements for Playing Golf. Non-specific, non-exclusive easements are hereby created for the benefit of the Golf Club and users of the golf course over all Lots, Living Units, Neighborhood Common Areas, and Common Areas adjacent to the golf course, to permit every act necessary, incidental, or appropriate to the playing of golf. These acts include, without limitation, the recovery by golfers of errant golf balls, the flight of golf balls over and across such Lots, Living Units or Common Areas, the landing of errant golf balls upon the Lots, Living Units or Common Areas, the use of necessary and usual golf carts and maintenance equipment upon the golf course (and this golf course easement as herein set out), the usual and common noises and other disturbances created by maintenance of the course and the playing of the game of golf, including occasional tournaments, together with all other common and usual occurrences normally associated with the existence and operation of a golf course.

7.6 Waiver and Disclaimer Regarding Golf Course. Each Owner of a Lot or Living Unit, by acceptance of a deed therefore, whether or not is shall be so expressed in such deed, is hereby deemed to acknowledge and accept the following inherent risks associated with living near or adjacent to the golf course:

- (1) maintenance on the golf course may begin early in the morning and extend late into the evening, ordinarily occurring from sunrise to sunset;
- (2) during certain periods of the year, the golf course will be heavily fertilized;
- (3) the maintenance of the golf course may require the use of chemicals and pesticides;
- (4) the golf course may be watered with reclaimed water; and
- (5) golf balls are not susceptible to being easily controlled and accordingly may enter Owner's airspace, strike Owner, Owner's guests, yard, walls, roof, windows, landscaping and personal property causing personal injury and property damage.

The Declarant, the Master Association, the Golf Club, the Neighborhood Association and their Members (in their capacity as Members), the developer and any successor in title to the golf course, and any agents, servants, employees, directors, officers, affiliates, representatives, receivers, subsidiaries, predecessors, successors and assigns of any such party ("Released Parties"), shall not in any way be responsible for any claims, damages, losses, demands, liabilities, obligations, actions or causes of action whatsoever, including, without limitation, actions based on (a) any invasion of the Owner's use or enjoyment of the Lot or Living Unit, (b) improper design of the golf course, (c) the level of skill of any golfer (regardless of whether such golfer has the permission of the management to use the golf course), or (d) trespass by any golfer on the Lot or Living Unit, that may result from property damage or personal injury from golf balls (regardless of number) hit on a Lot or Living Unit or adjacent roadways, or from the exercise by any golfer of the easements granted herein.

Furthermore, each Owner of a Lot or Living Unit hereby assumes the risk inherent in owning property adjacent to or nearby a golf course, including, without limitation, the risk of personal injury and property damage from errant golf balls, and hereby indemnifies and agrees to hold the Released Parties harmless from any and all loss arising from claims by such Owner, or persons using or visiting such Owner's Lot or Living Unit, for any personal injury or property damage.

7.7 Construction and Maintenance. Declarant (including its designees and contractors) shall have the right to enter any part of the Community and take any action reasonably necessary or convenient for the purpose of completing the construction or sales thereof, and for maintenance purposes and the completion of warranty work, provided such activity does not prevent or unreasonably interfere with the use or enjoyment of the Living Units or Lots by Owners.

8. COMMON AREAS; CONVEYANCE, USE AND MAINTENANCE.

8.1 Designation. Except for the Conservation Areas, and the Stormwater Management System, Declarant shall have the right, and the power, in its sole discretion, to determine which parts of the Property shall be Common Areas, and to convey, lease or grant a license or other right to use real property within the Common Areas or to any Neighborhood Association as Common Areas.

(A) Any such conveyance, lease or grant of license or use right may be exclusive or non-exclusive, so that persons or entities other than the Master Association may or may not have a right, power, duty, or privilege with respect to all or any part of any real property so conveyed, leased, licensed or the use of which has been granted: The Master Association must accept from Declarant any such conveyance, lease, grant of license or grant of use right. The Master Association shall not accept, from any person other than Declarant, a conveyance, lease, grant or license or grant of use right except upon the prior written approval of the Declarant.

(B) Prior to the conveyance of Common Areas by Declarant to the Master Association, the Master Association shall have the right to charge reasonable fees, rents, or other charges for the use of the property; however, rents, fees and other charges required to be paid to Declarant under leases, grants, licenses or contracts creating use rights to third parties shall continue to be paid.

8.2 Conveyance and Use. Declarant will initially hold the legal title to the Common Areas. Not later than sixty (60) days after the date when the Members first appoint a majority of the Board of Directors, the Declarant shall convey the Common Areas to the Master Association by quit claim deed, and the Master Association shall accept such conveyance, subject to taxes for the year of

conveyance (if any) and to mortgages, restrictions, limitation, conditions, reservation and easements of record. The Declarant may however, convey title at any earlier time the Declarant chooses. Commencing with the date this Declaration is recorded in the Public Records of the County, the Master Association shall be responsible for the maintenance and administration of all areas and facilities designated by the Declarant as Common Areas. Declarant shall have the right from time to time to enter upon the Common Areas during periods of construction upon adjacent property and for the purpose of construction of any facilities on the Common Areas that Declarant or elects to build.

(A) Any real property conveyed, leased, or the use of which has been granted by Declarant, or any third party to the Master Association as Common Areas, is not and shall not be deemed dedicated for use by the general public but is, and shall be, deemed restricted for the common use and enjoyment of Members and their guests, tenants and invitees.

(B) Declarant may convey property to the Master Association in either an improved or an unimproved condition, with or without any specific restrictions on its use, and the Master Association must accept such property, including any governmental permits pertaining to said property. The Master Association shall not accept conveyance of real property from any third party, in either an improved or unimproved condition, without the prior written consent of Declarant, so long as Declarant owns any property in Treviso Bay.

THE MASTER ASSOCIATION AND THE NON-DECLARANT MEMBERS ARE OBLIGATED TO ACCEPT THE COMMON AREAS, AND ANY RELATED PERMITS REQUIRED BY GOVERNMENTAL AGENCIES, AND FACILITIES, IN THEIR "AS IS" CONDITION, WITHOUT RECOURSE WHEN CONVEYED OR TRANSFERRED BY THE DECLARANT. THE DECLARANT MAKES NO REPRESENTATIONS, AND TO THE FULLEST EXTENT PERMITTED BY LAW THE DECLARANT DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, IN LAW OR IN FACT, WITH RESPECT THERETO, INCLUDING WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND REPRESENTATIONS OR WARRANTIES REGARDING THE CONSTRUCTION, DESIGN, ADEQUACY OF SIZE OR CAPACITY IN RELATION TO THE UTILIZATION, DATE OF COMPLETION OR THE FUTURE ECONOMIC PERFORMANCE OR OPERATIONS OF, OR THE MATERIALS, FURNITURE OR EQUIPMENT WHICH WILL BE USED IN THE COMMON AREAS AND FACILITIES. AT THE TIME OF CONVEYANCE, DECLARANT SHALL TRANSFER OR ASSIGN TO THE MASTER ASSOCIATION, WITHOUT RECOURSE, ALL EXISTING WARRANTIES IT RECEIVED FROM MANUFACTURERS AND SUPPLIERS RELATING TO ANY OF THE FACILITIES WHICH ARE ASSIGNABLE.

8.3 Maintenance and Alteration. The Master Association is responsible for the maintenance, repair, replacement, insurance, protection and control of all Common Areas in accordance with all applicable laws, and shall keep the same in good, safe, clean, attractive and sanitary condition, and in good working order at all times. After control of the Master Association has been turned over to the Members, there shall be no material alterations of or substantial additions to the Common Areas costing more than \$100,000, in the aggregate during any fiscal year unless first approved by a majority of the voting interests of the Members of the Master Association; and there shall be no material alteration of or substantial additions to the Common Areas costing more than \$100,000 in the aggregate during any fiscal year unless first approved by a majority of the voting interests of the Members. However, if work that is reasonably necessary to meet the Master Association's obligations under the first sentence of this Section 8.3 also constitutes a material alteration or substantial addition, no prior Membership approval is required.

8.4 Partition, Subdivision and Encumbrance. Except as hereinafter provided, after legal title to the Common Areas, or any portion thereof, becomes vested in the Master Association, the Common Areas shall not be abandoned, partitioned, subdivided, alienated, released, transferred, hypothecated, or otherwise encumbered, without first obtaining the approval of not less than a majority of the voting interests. The foregoing shall not be construed to limit the authority of the Declarant or the Master Association through its Board of Directors to grant such easements over, across and through the Common Areas, as may be necessary for the effective and efficient operation of the facilities or for the general benefit of the Members. Nothing herein shall be construed to prohibit judicial partition of any Lot or Living Unit owned in co-tenancy.

8.5 Master Association's Rights and Powers. No Common Areas shall be used in violation of any rule or regulation or other requirement of the Master Association established pursuant to the provisions of this Declaration or the Bylaws.

8.6 Expansion or Modification of Common Areas. Additions or modifications to the Common Area as may be made if not inconsistent with the applicable governmental permits and regulation and any amendments thereto. The Declarant shall not be obligated, however, to make any additions or modifications. The Declarant further reserves the right to change the configuration or legal description of the Common Areas.

9. ASSESSMENTS.

9.1 Budgeting and Allocating Common Expenses. The Master Association is hereby authorized to levy Base Assessments against all Lots and Living Units subject to assessment under Section 9.6 to fund the Common Expenses. The Board, in its discretion, may establish the rate of assessment equally against all Lots or Living Units within Treviso Bay, or the Board may establish different rates based on the type of Lots or Living Unit within a Neighborhood (e.g. single family detached, coach home, condominium unit, etc.), provided that such rate shall be equal for all Neighborhoods of similar product type. In determining the Base Assessment rate per Lot or Living Unit, the Board may consider any assessment income expected to be generated from any additional Lots or Living Units reasonably anticipated to become subject to assessment during the fiscal year. If any proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then the budget most recently in effect shall continue in effect until a new budget is determined. The Board may revise the budget and adjust the Base Assessment from time to time during the year, subject to the notice requirements set forth in this Declaration, the Bylaws or pursuant to Florida law.

9.2 Budgeting and Allocating Neighborhood Expenses. At least 60 days before the beginning of each fiscal year, the Board shall prepare a separate budget covering the estimated Neighborhood expenses, if any, for each Neighborhood on whose behalf Neighborhood expenses are expected to be incurred during the coming year as authorized by this Declaration or any Supplemental Declaration applicable to such Neighborhood. The budget of Neighborhood expenses shall also include any costs for additional services or a higher level of services which the Master Association and the Neighborhood have agreed upon additional services not otherwise provided for. The budget shall also reflect the sources and estimated amounts of funds to cover such expenses.

The Master Association is hereby authorized to levy Neighborhood Assessments equally against all Lots or Living Units in the Neighborhood which are subject to assessment under Section 9.6 to fund Neighborhood expenses incurred by the Master Association to perform an activity or function

which should have, pursuant to the Governing Documents or the governing documents of the Neighborhood Association, been performed by the Neighborhood Association. If the proposed budget for any Neighborhood is disapproved or if the Board fails for any reason to determine the budget for any year, then until such time as a budget is determined, the budget in effect for the immediately preceding year shall continue for the current year. The Board may revise the budget for any Neighborhood and the amount of any Neighborhood Assessment from time to time during the year, subject to the notice requirements set forth in this Declaration, the Bylaws or pursuant to Florida law.

9.3 Budgeting for Reserves. The Board may, but shall not be obligated to, periodically prepare a reserve budget for the Common Areas. In the event that the Board elects to fund voluntary, non-statutory reserves under this Section 9.3, the reserve budget shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. Funding for any such reserves shall be funded primarily through the capitalization assessments specified in Section 9.10; provided, however, the Board may, but shall not be obligated to, include a capital contribution in the Common Expense budget adopted pursuant to Section 9.1 to fund reserves. No such reserves shall be established without the consent of the Declarant, and if the Declarant consents, Declarant shall have no obligation to contribute to such reserves. Furthermore, the Declarant shall have no obligation to fund any deficit in reserves under any deficit funding obligations it may have with respect to operating expenses and assessments elsewhere herein.

9.4. Special Assessments. In addition to other authorized assessments, the Master Association may levy Special Assessments to cover unbudgeted expenses or expenses in excess of those budgeted. Any such Special Assessment may be levied against the entire Membership, if such Special Assessment is for Common Expenses, or against the Lots or Living Units within any Neighborhood if such Special Assessment is for Neighborhood Expenses. For such time as the Declarant Membership remains in existence, all Special Assessments shall require the affirmative vote or written consent of the Declarant Member. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

9.5. Specific Assessments. The Master Association shall have the power to levy Specific Assessments against a particular Lot or Living Unit as follows:

(A) to cover the costs, including overhead and administrative costs, of providing services to Lots or Living Units upon request of an Owner pursuant to any menu of special services which may be offered by the Master Association. Specific Assessments for special services may be levied in advance of the provision of the requested service; and

(B) to cover costs incurred in bringing the Living Unit into compliance with the Governing Documents, or costs incurred as a consequence of the conduct of the Owner or occupants of the Living Unit, their agents, contractors, employees, licensees, invitees, or guests; provided, the Board shall give the Owner prior written notice and an opportunity for a hearing, in accordance with the By-Laws, before levying any Specific Assessment under this subsection (B).

The Master Association may also levy a Specific Assessment against the Lots or Living Units within any Neighborhood to reimburse the Master Association for costs incurred in bringing the Neighborhood into compliance with the provisions of the Governing Documents, provided the Board gives prior written notice to the Owners representing the Neighborhood before levying any such assessment.

9.6 Authority to Assess Owners; Time of Payment. The Declarant hereby establishes and the Master Association is hereby authorized to levy assessments as provided for in this Section and elsewhere in the Governing Documents. The obligation to pay Base Assessments, Special Assessments, and Neighborhood Assessments shall commence as to each Lot or Living Unit on the first day of the month following: (a) the month in which the Lot or Living Unit is made subject to this Declaration, or (b) the month in which the Board first determines a budget and levies assessments pursuant to this Section, whichever is later, and shall be disclosed in any and all contracts relating to the purchase and sale of any Lots or Living Units. The first annual Base Assessment and Neighborhood Assessment, if any, levied on each Lot or Living Unit shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Lot or Living Unit.

Assessments shall be paid in such manner and on such dates as the Board may establish, The Board may require advance payment of assessments, including but not limited to Base Assessments, Special Assessments, and Capital Assessments as provided in Section 9.10 of this Declaration, at closing of the transfer of title to a Lot or Living Unit and impose special requirements for Owners with a history of delinquent payment. If the Board so elects, assessments may be paid in two or more installments. Unless the Board otherwise provides, assessments shall be due and payable in advance on the first day of each fiscal year. If any Owner is delinquent in paying any assessments or other charges levied on his Lot or Living Unit, the Board may require the outstanding balance on all assessments to be paid in full immediately.

The Master Association may, but shall not be obligated to, provide the Master Association's budgets and notices of assessment for the Base Assessments, Special Assessments, and any Neighborhood Assessments of all Owners within a Neighborhood to its governing Neighborhood Association, if applicable. If so directed by the Master Association, the Neighborhood Association shall be responsible for billing, collecting, and remitting all amounts due from all Owners in such Neighborhood to the Master Association in accordance with such procedures as may be established by the Board. Notwithstanding the Master Association's delegation of billing and collection to the Neighborhood Association, in the event of delinquency, the Master Association shall reserve all rights and powers of collection as set forth in this Section.

9.7 Obligation for Assessments.

9.7.1 Personal Obligation. Each Owner, by accepting a deed or entering into a recorded contract of sale for any portion of the Properties, is deemed to covenant and agree to pay all assessments authorized in the Governing Documents. All assessments, together with interest computed from its due date at maximum rate allowed by Florida law (currently 18%) per annum late charges as determined by Board resolution subject to the limitations of Florida law, costs, fees, and reasonable attorneys' fees, shall be the personal obligation of each Owner and a lien upon each Lot and Living Unit until paid in full. Upon a transfer of title to a Lot or Living Unit, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance.

Failure of the Board to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay Base Assessments and Neighborhood Assessments, if any, on the same basis as during the last year for which an assessment was made, until a new assessment is levied, at which time the Master Association may retroactively assess any shortfalls in collections.

No Owner may exempt himself from liability for assessments by non-use of Common Area,

abandonment of his Lot or Living Unit, or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Master Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

The Master Association shall, upon request, furnish to any Owner liable for any type of assessment a certificate in writing signed by a Master Association officer setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment which may be relied upon by any person other than the Owner of the Lot or Living Unit requesting such certificate. The Master Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

9.7.2 Declarant's Option to Fund Budget Deficits. During the Declarant Membership, Declarant may satisfy its obligation for assessments on Lots and Living Units which it owns and are subject to assessment or for which it is contractually obligated to fund a Builder's assessment obligation either by: (i) paying such assessments in the same manner as any other Owner, or (ii) by paying the difference between the amount of assessments levied on all other Lots and Living Units subject to assessment and the amount of actual expenditures by the Master Association (excluding any amounts in the budget of Common Expenses for capital and contingency reserves) during the fiscal year, provided nothing contained herein shall obligate the Declarant to pay an amount greater than 100% of the Base Assessment, Special Assessments and Neighborhood Assessments levied on the Lot or Living Unit for which the Declarant is responsible. Any further or additional deficiency shall be funded through a Special Assessment levied against Class A Members. Unless the Declarant otherwise notifies the Board in writing at least 60 days before the beginning of each fiscal year, the Declarant shall be deemed to have elected to continue paying on the same basis as during the immediately preceding fiscal year. Regardless of the Declarant's election, the Declarant's obligation hereunder may be satisfied in the form of cash or by "in kind" contributions of services or materials, or by a combination of these. After termination of the Declarant Membership, the Declarant shall pay assessments on its unsold Lots and Living Units in the same manner as any other Owner. Notwithstanding any provision of this Declaration to the contrary, Declarant shall not be assessed and shall have no obligation for any assessments for any land not platted as individual lots owned or created as condominium units by Declarant that may be included within the Properties. Only upon Declarant's recording of a plat creating individual lots for land owned by Declarant and included in the Properties and which Declarant intends to sell to end purchasers, shall Declarant be responsible for assessments as provided in this Declaration. Notwithstanding any provision of this Declaration to the contrary, Declarant shall not be assessed and shall have no obligation for any assessments for platted lots that the Declarant owns and will be conveying to other Builders within Treviso Bay.

9.8. Lien for Assessments. The Master Association shall have a lien against each Lot and Living Unit to secure payment of delinquent assessments, as well as interest, late charges (subject to the limitations of Florida law), and costs of collection (including attorneys' fees). Such lien shall be superior to all other liens, except (a) the liens of all taxes, bonds, assessments, and other levies which by law would be superior, and (b) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value and recorded prior to the date the Master Association perfects its lien. Such lien, when delinquent, may be enforced by suit, judgment, and foreclosure in the same manner as mortgages on real property are foreclosed under Florida law.

The Master Association may bid for the Lot or Living Unit at the foreclosure sale and acquire, hold, lease, mortgage, and convey the Lot or Living Unit. While a Lot or Living Unit is owned by the Master Association following foreclosure: (a) no right to vote shall be exercised on its behalf, (b) no assessment shall be levied on it; and (c) each other Lot and Living Unit shall be charged, in addition to its usual assessment, its pro rata share of the assessment that would have been charged such Lot or Living Unit had it not been acquired by the Master Association. The Master Association may sue for unpaid assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same.

The record Owner of legal title of each Lot or Living Unit, regardless of how title was acquired, is liable for all assessments or installments thereon coming due while the Owner. Multiple Owners are jointly and severally liable. The liability for assessments may not be avoided or abated by waiver of the use or enjoyment of any Common Area, by abandonment of the Lot or Living Unit for which the assessments are made, or by interruption in the availability of the Lot, Living Unit or Common Area for any reason whatsoever. Except as provided in the following paragraph, whenever title to a Lot or Living Unit is transferred for any reason, the transferee is jointly and severally liable with the transferor for all unpaid assessments against the transferor, without prejudice to any right the transferee may have to recover from the transferor any amounts paid by the transferee. A first mortgagee that acquires title to a Lot or Living Unit through mortgage foreclosure, or acceptance of a deed in lieu of foreclosure, in which the Master Association has been named as a defendant in the initial complaint, shall be liable for assessments levied against such Lot or Living Unit in the same manner as provided in the preceding paragraph unless the mortgagee is entitled to limited liability for delinquent assessments as provided in Chapter 720, Fla. Stat., as such may be amended by time to time. The foregoing sentence pertaining to entitlement to limited liability shall not be construed to negate the authority of a court to order a mortgagee to pay a surcharge pursuant to 11 USC Section 506(c), or grant other relief that may be found to be applicable under federal or state law.

9.9. **Exempt Property.** The following property shall be exempt from payment of Base Assessments, Neighborhood Assessments, and Special Assessments:

- (A) All Common Areas,
- (B) Any property conveyed, sold or dedicated to and accepted by any governmental authority or public utility. Such property shall also be exempt from payment of CDD Levies;
- (C) Neighborhood Common Area;
- (D) The Golf Club Common Areas; and
- (E) CDD Properties;

In addition, the Declarant and/or the Master Association shall have the right but not the obligation, to grant exemptions to certain Persons qualifying for tax exempt status under Section 501(c) of the Internal Revenue Code so long as such Persons own property subject to this Declaration for purposes listed in Section 501(c).

9.10. **Capitalization of Master Association.** Upon acquisition of record title to a Lot or Living Unit by the first Owner thereof other than a Declarant and upon each subsequent transfer or

conveyance of any type whatsoever, a contribution shall be made by or on behalf of the purchaser to the Master Association in an amount established by this Declaration or by resolution of the Board of Directors. Said funds may be used for any purpose whatsoever in the discretion of the Board, including but not limited to, using said funds to fund or pay any operating deficit or any operating expense regardless whether or not the Master Association is controlled by the Declarant at the time the funds are used to pay, cover, or defray any expense of the Master Association. This amount shall be in addition to, not in lieu of, the annual Base Assessment and shall not be considered an advance payment of such assessment. This amount shall be paid to the Master Association by separate check upon the closing or other settlement of the transfer or conveyance of the Lot or Living Unit. Any unpaid capitalization assessment shall constitute a lien in favor of the Master Association against the Lot or Living Unit as provided in this Section.

Notwithstanding the foregoing, a capitalization assessment shall not be levied in the following instances:

(A) Conveyance of a Lot or Living Unit by an Owner to a trust, partnership, corporation, or other entity so long as such entity is and remains wholly-owned by the Owner or by such Owner and the Owner's spouse and/or children; provided, however, if the immediately preceding conveyance of the Lot or Living Unit was exempted from payment of the capitalization assessment pursuant to this subsection, then this subsection shall not apply and the Lot or Living Unit shall be subject to the capitalization assessment;

(B) Conveyance of a Lot or Living Unit by an Owner or such Owner's estate to the Owner's spouse and/or children; provided, however, if the immediately preceding conveyance of the Lot or Living Unit was exempted from payment of the capitalization assessment pursuant to this subsection, then this subsection shall not apply and the Unit shall be subject to the capitalization assessment; and

(C) Conveyance of an undivided interest in a Lot or Living Unit by the Owner thereof to any then existing co-Owner(s) of such Lot or Living Unit.

9.11 **Initial Capital Assessments.** The first purchaser of each Lot or Living Unit at the time of closing of the conveyance from the Declarant to the purchaser shall pay to the Declarant an initial capital contribution. The funds derived from capital assessments shall be used at the discretion of the Declarant for any purpose, including but not limited to, future and existing capital improvements, operating expenses, support costs and start-up costs. The Declarant may waive this requirement for some Lots and Living Units, if the first purchaser is a Builder, and the Builder becomes unconditionally obligated to collect and pay the capital assessments upon the subsequent sale of each Lot and Living Unit to an end purchaser. Unless subsequently adjusted by the Declarant, the amount of the initial capital assessment shall be initially set as \$1,500.00.

9.12 **Resale Capital Contribution.** In addition to the Initial Capital Assessments, the Master Association may levy a Resale Capital Contribution upon the transferee in any conveyance of a Lot or Living Unit by a Member. The amount of the Resale Capital Assessment and the manner of payment shall be as determined by resolution of the Board from time to time; provided, however, all Lots or Living Units similarly situated shall be assessed at a uniform rate. Unless subsequently adjusted by the Board, the amount of the resale capital contribution shall be initially set as \$1,500. The due date shall be the date of the closing of the conveyance. Payment of the Resale Capital Contribution shall be the legal obligation of the transferee. For purposes of this Section, the term "conveyance" shall mean the transfer of record legal

title to a Lot or Living Unit by deed or other authorized means of conveyance, with or without valuable consideration, and shall also refer to a transfer of possession and beneficial Ownership by means of an agreement for deed. It does not refer to a transfer of title resulting from foreclosure of a lien, or the death of the transferee, nor to a transfer of title to a Director or the transferor's spouse without changing occupancy, solely for estate planning or tax reasons. Resale capital assessments shall be considered an assessment and can be collected as such in accordance with the provisions of this Section 9.

9.13 **Exempt Transfers.** Notwithstanding the above, no resale capital contribution shall be levied upon transfer of title to a Living Unit:

(A) by the Declarant to the initial Owner;

(B) by an Owner to a trust, partnership, corporation, or other entity so long as such entity is and remains wholly-owned by the Owner or by such Owner and the Owner's spouse and/or children; provided, however, if the immediately preceding transfer of the Living Unit was exempted from payment of the transfer fee pursuant to this subsection, then this subsection shall not apply and the Living Unit shall be subject to the transfer fee;

(C) by an Owner or such Owner's estate to the Owner's spouse and/or children; provided, however, if the immediately preceding conveyance of the Living Unit was exempted from payment of the transfer fee pursuant to this subsection, then this subsection shall not apply and the Living Unit shall be subject to the transfer fee; and

(D) of an undivided interest in a Living Unit by the Owner thereof to any then existing co-Owner(s) of such Living Unit; or

(E) to an institutional lender pursuant to a Mortgage or upon foreclosure of a Mortgage.

9.14 **Rookery Bay Environmental Grant.**

9.14.1 The prior Declarant, Treviso Bay Development, LLC, established the V.K./Treviso Bay Fund to be utilized for the resource management of lands within Rookery Bay National Estuaries Research Reserve (RBN ESTUARINE RR) and environmental education. The Declarant shall establish a new fund to replace V.K./Treviso Bay Fund ("Fund"). The Grant will be funded through the collection of a \$250.00 fee ("Grant Fee") collected upon the transfer of title of a Lot or Living Unit, at the closing of the transfer, by the Person taking title to the Lot or Living Unit being transferred. The Grant Fee shall constitute an assessment against the Unit until paid and is in addition to the other assessments set forth in this Declaration and in the Governing Documents. The Grant Fee shall be collected upon the initial sale of a Lot or Living Unit by the Declarant and on every subsequent resale of a Lot or Living Unit by either the Declarant or Unit Owner. The obligation to collect the Grant Fee shall continue in perpetuity regardless of the existence of the Master Association. No transfer of title to a Unit shall be exempt from the Grant Fee.

9.14.2 **Purpose.** The Grant Fee shall be utilized for the resource management of the RBN ESTUARINE RR lands which may include, but not be limited to, prescribed burning, exotic vegetation removal, hydrological enhancement, establishment of educational programs for the general public and the Members of the Master Association.

9.14.3 **Management.** The Grant will be managed by the National Fish and Wildlife Foundation (NFWF). The NFWF Board of Directors will determine how the Grant Fees are allocated in cooperation with RBN ESTUARINE RR staff and upon written request by RBN ESTUARINE RR for monies for specific tasks. The documentation for the collection and management of the Grant Fees shall be agreed to by the Declarant, RBN ESTUARINE RR and NFWF.

9.15 **Declarant Advances.** Declarant may, in its sole and unbridled discretion, advance and loan monies or other property in lieu of monies to the Master Association for any purpose including providing working capital. Such advances shall be considered a loan by the Declarant to the Master Association and may be evidenced by a promissory note executed by the Master Association in favor of the Declarant. The Master Association, by and through its officers, directors and agents are hereby empowered to, and shall have the authority to, execute such promissory notes in favor of, and on behalf of, the Master Association and obligate the Master Association to repay all funds, monies or property so advanced. Even if the advances are not evidenced by promissory notes, the amounts so advanced shall be considered loans which may be due upon demand before or after turnover.

10. **COVENANT AND RULE ENFORCEMENT.**

10.1 **Enforcement Action.** Judicial enforcement of these covenants and restrictions shall be by a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land 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.

10.2 **Self-Help Remedies.** Violation of any conditions or restrictions or breach of any covenant herein contained or in any of the Governing Documents shall also give the Declarant, its successors and assigns, and/or the Master Association and its authorized agent or representative, in addition to all other remedies, the right to enter upon the land where such violation or breach exists and 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 Declarant, 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.

10.3 **Suspension of Common Area Use Rights; Fines.** The Master Association may suspend, for a reasonable period of time, the rights of a Member or a Member's tenants, guests, or invitees, or both, to use common areas and facilities, and may levy reasonable fines, not to exceed \$100 per violation, per day, up to \$5,000 for a continuing violation, against any Member or any tenant, guest, or invitee.

(A) 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 an opportunity for a hearing before a committee of at least three (3) Members appointed by the Board who are not officers, Directors, or employees of the Master Association, or the spouse, parent, child, brother, or sister of an officer, Director, or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed.

(B) The requirements of this subsection do not apply to the imposition of suspensions or fines upon any Member because of the failure of the Member to pay assessments or other monetary obligations when due.

(C) Suspension of Common Area use rights shall not impair the right of an Owner or tenant of a Lot or Living Unit to have vehicular and pedestrian ingress to and egress from the Lot, including, but not limited to, the right to park.

(D) Collection of Fines. A fine shall be treated as a special charge due to the Master Association ten (10) days after written notice from the Master Association to the Owner of the imposition of the fine. If not paid by the due date, the fine shall accrue interest at the highest rate allowed by law, and may be the subject of a late payment fee.

(E) Application. All monies received from fines shall become part of the common surplus.

(F) Nonexclusive Remedy. Fines shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Master Association may be otherwise legally entitled; however, any fine paid by the offending Owner shall be deducted from or offset against any damages that the Master Association may otherwise be entitled to recover at law from such Owner.

11. **NEIGHBORHOOD ASSOCIATIONS.**

11.1 **Enforcement of Covenants by Declarant.** As long as there is a Declarant Member, if any Neighborhood Association fails to enforce any provisions of its Neighborhood Covenants, or to perform any of its duties and responsibilities thereunder, Declarant may, in its sole discretion, enforce such Neighborhood Covenants, and perform such duties and responsibilities, including any and all maintenance provisions, and shall be entitled to recover the costs and expenses (including attorney's fees) of such enforcement or maintenance pursuant to the provisions of this Declaration.

11.2 **Entry Rights.** Each Neighborhood Association and each Owner shall permit Declarant, or any authorized agent or employee of Declarant, to enter upon a Neighborhood Common Area or the Owner's Lot at reasonable times, to carry out the provisions of this Declaration, and the entry shall not constitute a trespass. This provision shall not be construed as authorizing entry by Declarant into the interior of any Living Unit that is owned by a person other than Declarant, except in emergency.

11.3 **Maintenance of Neighborhood Common Areas.** The Master Association may contract with any Neighborhood Association to provide for the maintenance and management of its Neighborhood Common Areas.

11.4 **Neighborhood Covenants.** The documents establishing or governing a Neighborhood Association shall not be inconsistent with this Declaration or its recorded exhibits, except they may establish restrictions on subjects related to the use and occupancy of the property within the Neighborhood, such as pets, parking, architectural controls, leasing and guest occupancy, that are more restrictive than those set forth in the Governing Documents.

12. **WENTWORTH ESTATES COMMUNITY DEVELOPMENT DISTRICT.**

12.1 **Establishment: Powers.** Declarant has established the Wentworth Estates Community

Development District ("CDD"), as contemplated by and in accordance with Chapter 190, Florida Statutes. Each Owner hereby acknowledges that the Property lies within the CDD created by Declarant pursuant to Chapter 190, Florida Statutes. The CDD has been granted all general powers authorized pursuant to Section 190.011, Florida Statutes and the special powers described in Section 190.012(1), Florida Statutes. The CDD may provide and operate certain infrastructure facilities and community development services and has the authority to levy and collect fees, rates, charges, taxes and assessments ("CDD Levies") to pay for, finance and provide such facilities and services. These CDD Levies pay for the principal and debt service, acquisition, construction, operation, and/or maintenance costs of certain public facilities within the CDD. The CDD Levies for principal and debt service relating to acquisition and/or construction of systems and facilities for basic infrastructure are hereinafter referred to as "Capital Assessments". The CDD Levies for operation and maintenance are hereinafter referred to as O&M Assessments". The O&M Assessments are set annually by the Board of Supervisors of the CDD. These CDD Levies are in addition to county and all other taxes and assessments provided for by law. These CDD Levies will either appear on the annual real estate tax bill for each property Owner in which case they will be payable directly to the Collier County Tax Collector or they will appear on a separate bill issued to each Owner by the CDD. All CDD Levies constitute a lien upon those portions of the Property owned by any Owner. The CDD is responsible for, without limitation, master stormwater management (drainage control), the surface water management system, water and sewer utilities, the entrance road from US 41 to the guardhouse and entrance gate, the bridge, landscaping around the exterior and the entrance road, arterial street lighting and arterial landscape lighting, all improvements to the two intersections on US 41 relating to Treviso Bay, all offsite improvements between US 41 and the District boundary, all landscaping and certain Common Areas, the force main and water mains, and wetland mitigation, and the creation and preservation of environmental upland enhancements. Purchaser acknowledges and agrees that other services may be added to or removed from CDD's responsibilities in Declarant's and/or CDD's sole and absolute discretion.

12.2 Taxes and Assessments.

THE WENTWORTH ESTATES COMMUNITY DEVELOPMENT DISTRICT IS A SPECIAL TAXING DISTRICT WITH AUTHORITY TO FUND ITS OPERATIONS BY IMPOSING TAXES OR ASSESSMENTS, OR BOTH, ON THE PROPERTY WITHIN THE WENTWORTH ESTATES COMMUNITY DEVELOPMENT DISTRICT. THE TAXES AND ASSESSMENTS PAY FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES OF THE WENTWORTH ESTATES COMMUNITY DEVELOPMENT DISTRICT, AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF SUPERVISORS OF THE WENTWORTH ESTATES COMMUNITY DEVELOPMENT DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW. THESE TAXES AND ASSESSMENTS WILL EITHER APPEAR ON THE ANNUAL REAL ESTATE TAX BILL FOR EACH OWNER AS A SEPARATE TAX AND WILL BE PAYABLE DIRECTLY TO THE COLLIER COUNTY TAX COLLECTOR, OR WILL APPEAR ON A SEPARATE BILL ISSUED TO EACH OWNER BY THE WENTWORTH ESTATES COMMUNITY DEVELOPMENT DISTRICT. THE TAXES AND ASSESSMENTS OF THE WENTWORTH ESTATES COMMUNITY DEVELOPMENT DISTRICT CONSTITUTE A LIEN UPON THE PROPERTY THAT IS WITHIN THE WENTWORTH ESTATES COMMUNITY DEVELOPMENT DISTRICT.

BY ACCEPTANCE OF A DEED TO A RESIDENTIAL UNIT AND/OR SITE, OR ANY INTEREST THEREIN, EACH OWNER HEREBY AGREES (I) TO PAY ANY AND ALL FEES, CHARGES, TAXES AND ASSESSMENTS IMPOSED BY THE WENTWORTH ESTATES COMMUNITY DEVELOPMENT DISTRICT WITH RESPECT TO THE OWNER'S UNIT, (II) TO ABIDE BY ALL OF THE WENTWORTH ESTATES COMMUNITY DEVELOPMENT DISTRICT'S REGULATIONS, AS THEY MAY BE AMENDED FROM TIME TO TIME, AND (III) TO DISCLOSE IN WRITING TO ANY SUBSEQUENT PURCHASER OF THE OWNER'S UNIT THAT SUCH PROPERTY IS WITHIN THE WENTWORTH ESTATES COMMUNITY DEVELOPMENT DISTRICT, THE FUNCTION OF THE WENTWORTH ESTATES COMMUNITY DEVELOPMENT DISTRICT AND THAT SUCH PURCHASER SHALL BE SUBJECT TO WENTWORTH ESTATES COMMUNITY DEVELOPMENT DISTRICT ASSESSMENTS.

12.3 **Issuance of Bonds.** The CDD has the power to issue general obligation bonds, revenue bonds, refunding bonds, and any other type of bond permitted by Chapter 190, Florida Statutes. Repayment of any such bonds may be funded by non-ad valorem taxes on all the taxable property within the District, or by the imposition of rates, user fees, special assessments, or other charges. The CDD is empowered to pledge its full faith and credit for the purpose of securing the repayment of bonds it issues. In addition, the CDD may secure reserve bonds by pledging the rates, fees or charges collected or to be collected by any revenue-producing project. Bonds may be issued for the purpose of financing or refinancing capital improvements, to pay off existing bonds, or any other permitted use.

12.4 **CDD Levies.** CDD Levies consist of Capital Assessments and O&M Assessments as previously defined. Capital Assessments are imposed to secure bonds issued by the CDD. Bonds maturing in less than fifteen (15) years and structured with interest only payments until maturity are hereinafter referenced as "Series B Bonds" and the Capital Assessments securing Series B Bonds are referenced as "Series B Special Assessments". Bonds maturing in approximately thirty (30) years (exclusive of capitalized interest) and structured with approximately annual level debt service, are referenced as "Series A Bonds" and Capital Assessments securing Series A Bonds are referenced as "Series A Special Assessments".

Each Owner agrees, by acceptance of a deed or other instrument conveying title to any Lot or Living Unit or any other portion of the Property, for itself, its successors or assigns, to pay any and all CDD Levies imposed by the CDD with respect to the Lot or Living Unit or other portion of the Property owned by such Owner and to abide by all of the CDD's rules and regulations, as may be amended from time to time, all in accordance with Chapter 190, Florida Statutes.

12.5 **CDD Property Becoming Common Area.** If Declarant determines that it is in the best interest of the Properties for any of the CDD property to become Common Area, and if Declarant, the Master Association and the CDD all determine that such property should be conveyed to the Master Association, the CDD shall convey to the Master Association fee simple title to those portions of the CDD property which are to become Common Area.

12.6 **Common Area Becoming CDD Property.** If Declarant determines, subject to any governmental requirements, that it is in the best interests of the Properties for any portion(s) of the Common Area to be owned and/or administered by the CDD, rather than by the Master Association, such portions of the Common Area shall cease to be Common Area, even if they have already been conveyed to the Master

Association, and shall thereafter be considered CDD property, even if legal title has not been deeded to the CDD. When a part of the Property becomes CDD property, the expenses of administration and maintenance shall cease to be Master Association Expenses. If required by law, or if deemed by Declarant to be in the best interests of the Properties, the Master Association shall convey to the CDD the legal title to any Common Area which becomes CDD property.

13. ENVIRONMENTAL AREAS AND ISSUES.

13.1 Assignment of Responsibilities. Within and adjacent to Treviso Bay there are various types of property such as wetlands, drainage areas, conservation areas, open spaces and buffers upon which restrictions, monitoring requirements, or other obligations may be imposed by local, state, federal or other governmental agencies. The Declarant may from time to time and at any time deed, convey, transfer, or assign any or all of the foregoing areas or responsibilities to the Master Association and/or the CDD, which shall accept, own, maintain, and preserve the foregoing areas in accordance with the requirements of such agencies. All such areas that are conveyed, transferred, assigned to the Master Association, or otherwise placed within the Master Association's responsibility, shall become a portion of the Common Area, and the ownership, operation, and maintenance thereof shall be a Common Expense. Alternatively, the Declarant may deed, convey, transfer, or assign any or all of the foregoing areas or responsibilities to another community association, tax-exempt organization, community development district, or similar type entity with which the Master Association shall cooperate, perform the responsibilities and obligations as set forth therein, and share in the costs.

Any of the Properties and responsibilities within, adjacent to, or benefiting Treviso Bay such as wetlands, drainage areas, conservation areas, open spaces, signage, landscaping, and buffers may be included within the jurisdiction of the CDD. The Master Association shall cooperate with and perform the responsibilities delegated to it by the CDD.

13.2 Surface Water Management System.

(A) No structure of any kind shall be constructed or erected, nor shall an Owner in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water in any portion of the Surface Water Management System reserved for, or intended by Declarant to be reserved for, drainage ways, sluiceways or for the accumulation of runoff waters, as reflected in any permits therefor, or plat or instrument of record, without the specific written permission of the Master Association and the Declarant.

(B) An Owner or Neighborhood Association shall in no way deny or prevent ingress and egress by Declarant, the Master Association, the South Florida Water Management District or the CDD to such Surface Water Management System and drainage areas for maintenance or landscape purposes. The right of ingress and egress, and easements therefor are hereby specifically reserved and created in favor of the Declarant, the Master Association, the South Florida Water Management District, the CDD, or any appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress.

(C) No Lot or Living Unit shall be increased in size by filling in any water retention or

drainage areas on which it abuts. Owners shall not fill, dike, rip-rap, block, divert or change the established Surface Water Management System without the prior written consent of the Master Association, the South Florida Water Management District, the CDD, and the Declarant (so long as Declarant owns any portion of the Properties).

(D) Water management for any Lot, Living Unit or Neighborhood shall be provided in accordance with the overall Surface Water Management System for the Properties. Surface water drainage and management including but not limited to, stormwater treatment and storage capacity, shall conform to the overall Surface Water Management System requirements and permits for the Properties and meet with the approval of the Declarant, the Master Association, and the CDD.

(E) Lakes and spillways in Treviso Bay are not visual amenities, but are part of a functioning water management system. As such, the water levels in the lakes are not guaranteed, and will fluctuate from time to time.

(F) The use of any lake or wetland within the Treviso Bay is managed by the Master Association or the CDD. No Owner may use the lakes within any part of the Properties in any manner except as may be permitted from time to time by the Master Association or the CDD at the Master Association's or the CDD's sole and absolute discretion. Owners shall cooperate in maintaining the same in a clean, attractive, pristine manner in order to be aesthetically pleasing.

(G) No boats or other watercraft powered by gasoline or diesel fuel shall be permitted on any body of water within Properties except as may be required by the Master Association, the CDD, or the Declarant. Boat usage is expressly limited to the maintenance of the Surface Water Management System.

(H) The use of pesticides in any lake or wetland is prohibited, excepting only any such use by the Master Association, the CDD, and the Declarant.

(I) No wells may be drilled, dug or installed within any Lot or Living Unit, Neighborhood Common Area or common element of any condominium except by the Declarant or with the Declarant's written consent.

The South Florida Water Management District shall have the right to take enforcement actions, including civil actions for an injunction or penalty, against the violating party in order to compel the correction of any outstanding violations or problems with the surface water management system or conservation or mitigation areas. Each Owner hereby agrees to indemnify and hold Declarant, the Master Association, the CDD, the Golf Club harmless from any and all claims, causes of action, injuries, and damages of any kind or nature, including without limitation actual attorney and paralegal fees, court costs, and other disbursements, including attorney and paralegal fees incurred on appeal, incurred by Declarant, the CDD, the Master Association, or the Golf Club as a result of such Owner's use or misuse of any of the lakes or other bodies of water regardless of the type within the Properties.

13.3 Conservation Areas.

THE CONSERVATION AREAS ARE HEREBY DEDICATED AS COMMON AREAS, THEY SHALL BE THE PERPETUAL RESPONSIBILITY OF THE MASTER ASSOCIATION OR THE CDD 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 – WITH THE EXCEPTION OF EXOTIC/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.

Any portions of the Common Area designated as a conservation area shall be maintained and preserved by the Master Association in accordance with the rules and regulations of Collier County, Florida as well as the South Florida Water Management District and any recorded conservation easement. The Master Association shall not, and it shall not allow any person to, undertake or perform any activity or improvements to a conservation area, or remove any native vegetation, without the prior approval of the foregoing agencies. No excavation, placement of debris, dumping, construction, or other activity shall be permitted in a conservation area.

13.4 Open Space and Buffers. Any property conveyed or dedicated to the Master Association or the CDD, which is designated as open space, landscape buffer, preserve area, or conservation area on any plat, permit, or other document recorded in the Public Records, shall be owned and maintained by the Master Association or the CDD in a natural open condition. The Master Association, the CDD, or any Owner shall not do anything that diminishes or destroys the open space, buffers, preserve area or conservation areas, and such areas shall not be developed for any purpose except that which improves or promotes the use and enjoyment of such areas as open space.

Any landscape buffer installed and maintained in the Common Area under requirements of Collier County ordinances, or the requirements of any other governmental entity, and which is located in an easement area shall be permanently maintained by the Master Association. In the event that any portion of the landscaping consisting of trees and shrubs in such easement areas are removed, the Master Association shall replace the trees and shrubs with like size and species as a Common Expense of the Master Association and without expense to Collier County, Florida or such other governmental entity with jurisdiction over the buffer.

13.5 Effluent Disposal and Water Supply. By the act of purchasing or occupying a Lot or Living Unit within the Properties, all Owners understand and irrevocably consent to the possibility of irrigation of the Common Area and other areas within the Properties with treated effluent, provided that the effluent emanates from an approved treatment plant with a current operating permit from the State of Florida, Department of Environmental Protection, or other such agency with jurisdiction.

All Lots, Living Units and Neighborhoods within the Properties may 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. OWNERS ARE HEREBY ADVISED THAT THE EFFLUENT AND NON-POTABLE WATER EMANATING FROM THE NON-POTABLE WATER SYSTEMS THROUGHOUT THE PROPERTIES MAY NOT BE SAFE OR APPROVED FOR HUMAN OR ANIMAL CONSUMPTION. ONLY THE POTABLE WATER AVAILABLE SHALL BE CONSUMED. Each Owner and Neighborhood Association shall be required to connect the water lines on his Lot, Living Unit or Neighborhood Common Area to the lines of the utility provider(s) providing service within the Properties. The Declarant, its designees, successors or assigns shall have the exclusive right to develop and utilize the ground and surface water resources of the Properties for any legal purpose, including the distribution and use of such water within and beyond the Properties. The conveyance of any Lot or Living Unit to an Owner or parcel to a Builder by Declarant does not include the right to develop or utilize the ground or surface water resources within such Lot or Living Unit or parcel or the right to use or extract any of the subsurface oil, gas, or minerals within such Lot, Living Unit or parcel.

13.6 Environmental Permits and Reporting. The Master Association or the CDD shall be responsible for monitoring, maintaining, repairing, reporting and performing obligations including providing evidence of financial assurances for the performance of said obligations arising out of any environmental permits as may be designated by Declarant from time to time. Declarant may notify the Master Association and/or the CDD in writing of the applicable environmental permit along with a copy thereof or summary of the monitoring, maintenance, repair, reporting or other performance obligations. An Owner shall in no way deny or prevent ingress and egress by the Declarant, the Master Association, or CDD to areas necessary for the performance of such obligations arising under such environmental permits. The right of ingress and egress, and easements therefor, are hereby specifically reserved and created in favor of the Master Association and the CDD, any appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress for purposes related to any environmental permits, and Declarant for so long as Declarant owns any Property for development and sale in the ordinary course of business.

13.7 Disaster Management. The Properties are located in a hurricane vulnerability zone. The hurricane evacuation time in Collier County, Florida, is high, and hurricane shelter space is limited. The Master Association shall have the authority to prepare disaster management plans and educational information regarding hurricane threats. The Master Association may, but shall not be obligated to take reasonable precautions to mitigate the hardship caused by foreseeable natural disasters through development of disaster management plans. The Board may establish preparations for the Master Association and its Members, budgeting, staffing, and coordination with local authorities and with contractors, suppliers, and insurers. The expense of developing, updating and implementing the disaster management plan, if any, shall be included as a Common Expense in the Master Association's budget.

13.8 Rookery Bay National Estuaries Research Reserve Activities. Rookery Bay and other state lands are adjacent to and contiguous with Property that is hereby, or in the future will be, subjected to this Declaration and the Governing Documents. All Owners are hereby notified and acknowledge that the Rookery Bay National Estuaries Research Reserve (RBN ESTUARINE RR) manages the Rookery Bay lands and it is its goal to protect and restore cultured sites, natural ecological functions and assist in the recovery of endangered species. RBN ESTUARINE RR Resource Management staff will accomplish their goals through the following means: 1) identification of inappropriate activities within RBN ESTUARINE RR; 2) invasive species control and/or removal; 3) prescribed burn management; 4)

hydrologic restoration of flowways and wetlands; 5) controlling illegal dumping and managing visitor access; 6) posting boundary signs, management regulations and fencing where necessary; 7) education programs and 8) cooperative efforts with private land Owners and local, state and federal agencies and organizations. All Owners hereby consent to the above-mentioned activities and acknowledge and consent to the Declarant, the Master Association, and the CDD establishing procedures, if any, with RBN ESTUARINE RR to accomplish the following, without limitation:

(A) Restore flow ways by ensuring that the water management plan is developed and maintained to restore flow paths to provide connectivity within watershed wetlands and receiving estuaries and in addition to minimize impacts to both on-site and off-site wetlands once developed.

(B) Define appropriate setbacks and safeguards and establish firebreaks and access points along the property boundary to protect property and life from wildfire and RBN ESTUARINE RR prescribed burns. RBN ESTUARINE RR shall also work to control illegal dumping on RBN ESTUARINE RR lands.

(C) Removal of invasive and/or nuisance animals and plants from the Properties. Landscaping within the Units shall be complemented with native plants. Category I or II invasive species shall not be planted. All Owners hereby acknowledge that the above includes the removal and/or trapping of domestic animals (i.e. Owner's pets including without limitation, cats, dogs and other domestic pets) that enter upon RBN ESTUARINE RR lands. No Owner shall have any claim, of any nature whatsoever, against RBN ESTUARINE RR for such removal and/or trapping.

(D) RBN ESTUARINE RR shall develop controlled public access points along the Property boundary. It is the goal of RBN ESTUARINE RR to increase community awareness and involvement in the RBN ESTUARINE RR stewardship.

(E) RBN ESTUARINE RR staff, the Declarant and Master Association will work in cooperation to develop adult educational programs and workshops educating the Owners and the potential Owners about RBN ESTUARINE RR. Informational signage, development of outreach programs, publications and products addressing priority issues affecting the resources shall also be developed.

(F) RBN ESTUARINE RR, Declarant and the Master Association shall also work in cooperation to develop a program for long term monitoring indicators of natural biodiversity and water quality along the Reserve boundary; to establish Best Management Practice monitoring for the golf course in conjunction with the Golf Club; and to undertake a qualitative inventory of fauna, flora along the connector road that is to be constructed on RBN ESTUARINE RR lands.

(G) Declarant and the Master Association hereby notify the Owners that RBN ESTUARINE RR shall have access to the RBN ESTUARINE RR lands over the lands described as New TIF Easement as described in and in accordance with the provisions of the attached Partial Termination of Easements and Grant of Easement attached

hereto as Exhibit "E". All Owners acknowledge that Declarant, the Master Association and the Owners are bound by the provision contained in said Exhibit "E".

(H) Declarant and the Master Association hereby notify the Owners that access between two portions of the Property is provided for through a non-exclusive easement for ingress and egress and for utilities in accordance with the provisions of the attached Termination of Easements and Grant of Easement attached hereto as Exhibit "F". All Owners acknowledge that Declarant, the Master Association and the Owners are bound by the provision contained in said Exhibit "F".

An Owner by taking title to a Lot or Living Unit, hereby consents to the above mentioned activities and will not conduct any activities adverse to the goals set forth above and will work in cooperation with RBN ESTUARINE RR, the Declarant, and the Master Association to achieve these goals to the mutual benefit of all parties.

13.9 Urban Stormwater Management Plan. 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. Elements of the Plan described below shall be implemented by the Master Association or Owner, as applicable. Although many of the methodologies and procedures outlined in this 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 Treviso Bay 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.

(A) **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 Owner 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 Owners make educated environmental choices regarding the maintenance of individual yards within Treviso Bay. These maintenance and management guidelines are meant to promote an attractive neighborhood that preserves the health of adjacent waterways and environmental features.

(i) **General Requirements.** A landscape plan must be developed for each Lot. The plan must be comprehensive in nature and follow the landscape design guidelines established by the Master Association and must promote revegetation of each Lot as quickly as

possible.

Commercial applicators of chemical lawn products must register with the Master 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.

Only registered commercial applicators and detached Living Unit Owners are permitted to apply chemicals within the property on a detached Living Unit. 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.

(ii) **Nutrient Management Program**. Management and application of nutrients and fertilizers in Treviso Bay 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 thorough 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.

(iii) **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; and

(D) The half-life of products used shall not exceed seventy (70) days.

(a) 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 Treviso Bay 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 Treviso Bay 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.

(b) 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 Living Unit Owner. Local requirements for refuse collection will be brought to the attention of every Living Unit Owner 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 Living Unit Owners will receive periodic educational materials that address proper disposal of leaves and other vegetation to minimize water quality impacts.

(c) Stormwater Management and Treatment System. The stormwater management system for Treviso Bay 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.

(i) 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 Master Association.

(ii) **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.

(iii) **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. The existing slope and dimensions of the swale should be compared 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.

(iv) **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 and is prohibited unless approved by Declarant. 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.

(v) **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.

(vi) **Earthen Embankments (Dikes and Berms).** Check for proper elevations, width and stabilization. Worn down berms and rainfall created washouts should be immediately repaired, compacted and re-vegetated.

(e) **Water Quality Testing.** To ensure proper operation of the overall treatment system, monitoring will be performed at one outfall (SW-1) from Treviso Bay 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.

(f) **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 SWPPP 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, as Exhibit “G”.

14. **INSURANCE.**

14.1 **Duty to Insure and to Reconstruct.** Each Owner and/or Neighborhood Association, as applicable, shall at all times maintain property insurance on his Living Unit and all other insurable improvements in an amount equal to the full replacement cost thereof. If any Living Unit or other improvements located on any Lot is destroyed or damaged as a result of fire, windstorm, flood, tornado, hurricane or other casualty, the Owner of such improvements shall cause repair or replacement to be commenced within six (6) months from the date that such damage or destruction occurred, and shall complete the repair or replacement within nine (9) months thereafter. All such repairs or replacements must restore the improvements to substantially their original character, design and appearance, and shall utilize and

conform with the original foundation and appearance of the original improvements, except as otherwise approved by the ARC.

14.2 **Failure to Reconstruct.** If the Owner of any Lot or Living Unit fails to commence or complete construction to repair or replace any damaged or destroyed improvements within the time periods provided for in Section 14.1 above, the Master Association shall give written notice to the Owner of his default. If the Owner has not notified the Master Association of satisfactory arrangements to meet his obligations within thirty (30) days after the Master Association mailed such notice, the Master Association shall be deemed to have been granted the right by the Owner, as such Owner's attorney-in-fact, to remove all debris and damaged improvements, or to commence and/or complete the repairs sufficient to substantially restore the improvements to their original condition, according to the plans and specifications of the original improvements. If the Master Association exercises the rights afforded to it by this Section, which shall be in the sole discretion of the Board of Directors, the Owner of the Lot or Living Unit shall be deemed to have assigned to the Master Association any right to insurance proceeds that may be available because of the damage or destruction of the improvements. The Master Association shall have the right to recover from the Owner any costs not paid by insurance, and shall have a lien on the Lot and Living Unit to secure payment.

14.3 **Failure to Insure; Master Association as Additional Insured.** For the purpose of this Section 14, each Owner of a Lot or Living Unit within Treviso Bay agrees that the Master Association shall be an additional insured named under any contract of property insurance and/or flood insurance relating to his Lot or Living Unit and improvements constructed thereon. Further, the Master Association may require that all such policies be in an amount sufficient to finance the repair or replacement of the improvements, taking into account local construction costs and property values as they may, from time to time exist. The Master Association has the right to require each Owner to produce proof of insurance. If an Owner fails or refuses to maintain such insurance coverage deemed reasonably necessary by the Master Association, or if the Owner allows the required insurance coverage to lapse, or for some other reason, causes the same to become ineffective, the Master Association may but is not obligated to, purchase whatever coverage it deems reasonably necessary for the Master Association's benefit. The costs incurred by the Master Association in procuring insurance shall become due and payable by the Owner in all respects, together with interest, reasonable attorney's fees and costs of collection, immediately upon the Master Association notifying the Owner, in writing, that it has procured such insurance, and the costs thereof.

14.4 **Master Association's Right of Entry.** For the purpose of performing the duties authorized by this Section 14, the Master Association, through its duly authorized agents and employees, shall have the right, after reasonable notice to the Owner, to enter upon the Lot or Living Unit at reasonable hours.

14.5 **Master Association Insurance: Duty and Authority to Obtain.** The Board of Directors shall obtain and keep in force at all times the insurance coverage which it is required to carry, and may obtain and keep in force any or all of such other or additional insurance coverage as it may deem necessary. The premiums shall be a common expense. The name of the insured shall be the Master Association as agent for the Owners without naming them, and their mortgagees.

14.6 **Required Coverage.** The Master Association shall maintain adequate liability insurance and casualty insurance covering all buildings and other insurable improvements (if any) within the Common Areas, with coverage equal to the maximum insurable replacement value thereof, as determined annually

by the Board of Directors; such insurance to afford the following protection:

(A) Property. Loss or damage by fire, extended coverage (including windstorm) vandalism, and malicious mischief, and other hazards covered by what is commonly referred to as an "all risk" property contract.

(B) Liability. Premises and operations liability for bodily injury and property damage in such limits of protection and with such coverage as shall be required by the Board of Directors, with cross liability endorsement to cover liabilities of the Owners as a group to any single Owner.

(C) Automobile. Automobile liability for bodily injury and property damage for owned and/or non-owned motor vehicles, in such limits of protection and with such coverage as shall be required by the Board of Directors.

(D) Fidelity Bonding. Adequate fidelity bond coverage for all individuals having control of or access to Master Association funds.

In addition, the Master Association shall, if so specified in a Supplemental Declaration applicable to any Neighborhood, obtain and maintain property insurance on the insurable improvements within such Neighborhood. Any such policies shall provide for a certificate of insurance to be furnished upon request to the Owner of each Living Unit insured.

Premiums for all insurance on the Common Areas or Neighborhood Common Areas shall be Common Expenses, except that premiums for property insurance on Living Units within a Neighborhood shall be a Neighborhood Expense

(A) Flood insurance.

(B) Broad Form Comprehensive General Liability Endorsement.

(C) Directors and Officers Liability.

(D) Medical Payments.

14.7 **Description of Coverage.** A detailed summary of the coverages included in the Master Association's policies shall be available for each Owner upon request. All Master Association insurance policies shall be available for inspection by Owners upon request.

14.8 **Waiver of Subrogation.** If available and where applicable, the Board of Directors shall endeavor to obtain insurance policies which provide that the insurer waives its right to subrogate as to any claim against Owners, the Master Association, or their respective servants, agents or guests, except for any claim based primarily upon gross negligence evidencing reckless, willful or wanton disregard for life or property.

14.9 **Insurance Proceeds.** All insurance policies purchased by the Master Association shall be for the

benefit of the Master Association, and all proceeds shall be payable to the Master Association.

14.10 **Distribution of Proceeds.** Proceeds of insurance policies received by the Master Association shall be used to defray the cost of repair or reconstruction. Any proceeds remaining after defraying costs shall become part of the Master Association's common surplus.

14.11 **Master Association as Agent.** The Master Association is hereby irrevocably appointed agent for each Owner to adjust all claims arising under insurance policies purchased by the Master Association for damage or loss to the Living Units.

14.12 **Reconstruction of Common Areas.** Damaged improvements on the Common Area shall be repaired or reconstructed unless the Declarant Member, if any, votes not to repair or reconstruct or after the period of the Declarant Membership the Members representing at least 75% of the total Class "A" votes in the Master Association vote not to repair or reconstruct. Except as otherwise provided in any written agreement between Declarant and Declarant's Mortgagee, no Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Area shall be repaired or reconstructed. If a decision is made not to restore the damaged improvements, and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and thereafter shall be maintained by the Master Association in a neat and attractive, landscaped condition. Any insurance proceeds remaining after paying the costs of repair or reconstruction, or after such settlement as is necessary and appropriate, shall be retained by the Master Association for the benefit of its Members and placed in a capital improvements account. This is a covenant for the benefit of Mortgagees and may be enforced by the Mortgagee of any affected Lot or Living Unit. If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board may, without a vote of the Membership, levy Special Assessments to cover the shortfall.

15. **Golf Club.**

15.1 **Golf Club.** All of Treviso Bay shall be subject to the following:

(A) **Golf Club.** No Owner of any of the Properties shall have any right, by virtue of Ownership of any parcel within Treviso Bay, whether or not contiguous to the Golf Club's golf course, of access, entry, or other use of the Golf Club Facilities. While Treviso Bay Owners shall have the right to quiet enjoyment to their property, there shall be no activity on any parcels that are contiguous to the Golf Club Facilities or any other portion of Treviso Bay located within a distance of one hundred (100) feet from the boundary of the Golf Club Facilities that unreasonably disturbs play or the enjoyment of the Golf Club Facilities by Golf Members and guests thereof, including, without limitation, undue noise, unsightly trash and debris, or any other noxious or offensive activity. There shall be no fencing or other obstructions on the remainder of the Treviso Bay within a distance of ten (10) feet from the boundary of the Golf Club Facilities without the prior written permission of the management of the Golf Club and the ARC to be established in connection with Treviso Bay. There shall be no fencing around or abutting the boundary of the Golf Club, except for temporary fencing erected during tournaments or for a limited time during any construction activity at the Golf Club.

(B) Ownership of pets by Treviso Bay Owners shall be in compliance with all local laws and regulations and such other rules as may be promulgated by the Master Association to be established in connection with Treviso Bay. Such rules shall include, but not be limited to, a requirement that all dogs or other pets be kept on a leash whenever such pets are not on the Owner's property and that such pets be kept off the Golf Club grounds, including the golf course at all times.

15.2 Easement for Errant Golf Balls and Overspray.

(A) All of the Lots, Living Units, Common Areas or Common Areas adjacent to the Golf Club Facilities shall be burdened with an easement permitting golf balls unintentionally to come upon and to fly over such land and for golfers, at reasonable times and in a reasonable manner, to come upon the land to retrieve errant golf balls; provided, however, if any of the land is fenced or otherwise secured, the golfer shall seek the Owner's permission before entry and nothing herein shall give any person the right to enter any dwelling, building or other structure on such property to retrieve golf balls; and provided further, that nothing herein shall permit a golfer to strike a golf ball from any land outside the Golf Club Facilities. The existence of this easement shall not relieve golfers striking the errant golf balls of liability caused by any such errant golf balls.

(B) The management of the Golf Club, its agents, successors and assigns, shall at all times have a right and non-exclusive easement of access and use over those portions of all Common Areas reasonably necessary to the operation, maintenance, repair and replacement of the Golf Club,

(C)The portion of Treviso Bay immediately adjacent to the Golf Club Facilities is hereby burdened with a non-exclusive easement in favor of the Golf Club for overspray of water from the irrigation system serving the Golf Club Facilities, from the spraying of fertilizer, pesticides and other chemicals used at the Golf Club Facilities and for the incursion onto that portion of Treviso Bay by maintenance and other vehicles performing work on the Golf Club Facilities.

(D)The Golf Club, its agents, successors and assigns, shall have a perpetual, exclusive easement over the Treviso Bay for the purpose of retrieving golf balls from bodies of water within Common Areas lying reasonably within range of golf balls hit from the Golf Club Facilities. Under no circumstances shall the management of the Golf Club, any Member or partner thereof or any affiliate of any such Member or partner, or their respective employees, shareholders, Members, partners, officers, directors or agents or any architect, builder, land planner or contractor hired or retained by the Golf Club, in their capacities as such, be held liable for any damage or injury resulting from errant golf balls hit by third parties, retrieval of errant golf balls by third parties or from the overspray from the Golf Club Facilities.

15.3 **Enforceability.** The rights and obligations to implement the enforcement of the provisions of covenants that are directly solely to the protection of, and enjoyment of, the Golf Club shall be delegated to the Board of the Golf Club and its successors and assigns.

15.4 **Events.** The Golf Club may from time to time in the Golf Club's sole and absolute discretion conduct or allow to be conducted non-sporting events, parties, or functions (i.e. weddings, banquets, etc.) whereby certain portions of the Golf Club will be made available to nonresidents of Treviso Bay and non-Members of the Golf Club. During any such non-sporting events, parties, or functions, nonresidents of Treviso Bay may enter Treviso Bay for the purpose of attending such event, party, or function.

15.5 **Indemnification.** Each Owner and the Master Association shall jointly and severally indemnify, defend, and hold harmless the Declarant, the Golf Club, their affiliates, successors and assigns and their respective Members, partners, shareholders, officers, directors, employees and agents, against and in respect of, and to reimburse the Declarant, the Golf Club, their affiliates, successors and assigns and their respective Members, partners, shareholders, officers, directors, employees and agents, on demand for, any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, including, but not limited to, interest, penalties, attorney and paraprofessional fees and disbursements (even if incident to any appeals), that the Declarant, the Golf Club, their affiliates, successors and assigns and their respective Members, partners, shareholders, officers, directors, employees and agents, shall incur or suffer, which arise out of, result from or relate to any claim that because the Golf Club may be deemed to be open space or a recreation area for purposes of applicable zoning ordinances and regulations, the Golf Club must be owned and/or operated by the Master Association or the Owners and/or that Owners may use the Golf Club without being a Golf Club Member for the use of the Golf Club Facilities and dues, fees and charges established by the Golf Club from time to time.

15.6 **View Impairment.** Declarant, the Master Association, or the Golf Club, does not guarantee or represent that any view over and across the Golf Club Facilities from Lots or Living Units adjacent to the Golf Club Facilities will be preserved without impairment. The Golf Club shall have no obligation to prune or thin trees or other landscaping, and shall have the right, in its sole and absolute discretion, to add trees and other landscaping to the Golf Club Facilities from time to time. In addition, the Golf Club, in its sole and absolute discretion may change the location, configuration, size and elevation of the trees, bunkers, fairways and greens from time to time. Further, the Golf Club Facilities may be expanded in the future in such a manner as to encompass and contain through a conveyance or other transfer any vacant platted lots. Any such additions or changes may diminish or obstruct any view from the Lots or Living Units and any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.

15.7 **Rights of Access and Parking.** There is hereby established for the benefit of the Golf Club and their Members (regardless of whether such Members are Owners hereunder), guests, invitees, employees, agents, contractors, and designees, a right and non-exclusive easement of access and use over all roadways located within Treviso Bay reasonably necessary to travel between the entrance to Treviso Bay and the Golf Club Facilities and over those portions of Treviso Bay (whether Common Area or otherwise) reasonably necessary to the operation, maintenance, repair, and replacement of the Golf Club Facilities. Without limiting the generality of the foregoing, Members of the Golf Club and guests and invitees of the Golf Club shall have the limited right to park their vehicles on the roadways located within Treviso Bay at such locations and at such reasonable times and in such manner as determined by the Master Association from time to time before, during, and after tournaments and other similar functions held by or at the Golf Club Facilities to the extent that the Golf Club has insufficient parking to accommodate such vehicles.

15.8 **Limitations on Amendments.** In recognition of the fact that the provisions of this Section are for the benefit of the Golf Club, no amendment to this Section, and no amendment in derogation of any other provisions of this Declaration benefiting the Golf Club, may be made without the written approval of the Golf Club. The foregoing shall not apply, however, to amendments made by Declarant.

15.9 **Jurisdiction and Cooperation.** It is Declarant's intention that the Master Association and the Golf Club shall cooperate to the maximum extent possible in the operation of Treviso Bay and the Golf Club. Each shall reasonably assist the other in upholding the community-wide standard as they pertain to maintenance and the Community Development Standards and Design Guidelines. The Master Association shall have no power to promulgate Use Restrictions or Rules affecting activities on or use of the Golf Club without the prior written consent of the Golf Club affected thereby.

15.10 **Assumption of Risk and Indemnification.** Each Owner, by its purchase of a Lot or Living Unit in the vicinity of the Golf Club, hereby expressly assumes the risk of noise, personal injury or property damage caused by maintenance and operation of the Golf Club Facilities including, without limitation: (a) noise from maintenance equipment (it being specifically understood that such maintenance typically takes place around sunrise or sunset); (b) noise caused by golfers, and other users of the Golf Club Facilities; (c) use of pesticides, herbicides and fertilizers; (d) use of effluent in the irrigation or fertilization of any golf course or the grounds of the Golf Club Facilities; (e) reduction in privacy caused by constant user traffic on the golf course or at any other Golf Club Facilities or the removal or pruning of shrubbery or trees on the golf course or at any other Golf Club Facility; (f) errant golf balls, and golf clubs and other equipment used at any Golf Club Facilities; and (g) design of the golf course.

Each such Owner agrees that neither Declarant, the Master Association, the Golf Club nor any of Declarant's affiliates or agents shall be liable to Owner or any other person claiming any loss of damage, including, without limitation, indirect, special or consequential loss or damage arising from personal injury, destruction of property, trespass, loss of enjoyment or any other alleged wrong or entitlement to remedy based upon, due to, arising from or otherwise related to the proximity of Owner's Lot or Living Unit to the golf course or any other Golf Club Facilities, including, without limitation, any claim arising in whole or in part from the negligence of Declarant, any of Declarant's affiliates or agents or the Master Association. The Owner hereby agrees to indemnify and hold harmless Declarant, Declarant's affiliates and agents and the Master Association against any and all claims by Owner's visitors, tenants and others upon such Owner's Lot or Living Unit.

15.11 **Priority of Irrigation.** The Golf Club may own one or more lakes, water retention ponds or other water features within the Properties. Notwithstanding the ownership of such lakes or water retention ponds, the Golf Club may use any and all lakes, water retention ponds or other water features within the Properties for the purpose of irrigating and maintaining the Golf Club with the result that the water level in such lakes, water retention ponds or other water features may from time to time vary. Each Owner of a Lot or Living Unit acknowledges such right on the part of the Golf Club and agrees not to commence any cause of action or other proceeding involving the Golf Club based on the exercise of such right or otherwise interfere therewith.

In the event there are insufficient water levels to provide the necessary irrigation needs of the Golf Club and all other areas of the Properties, subject to applicable governmental permits and requirements, the

Golf Club shall have first priority of irrigation, followed by Common Areas and any Neighborhood Common Area.

16. **RIGHTS OF DECLARANT AND DEVELOPERS.** In addition to those provided elsewhere in the Governing Documents, the Declarant shall have the following rights and privileges:

16.1 **Sales Activity.** While one or more Lots or Living Units are for sale in the ordinary course of business, the Declarant shall have the right to use those Lots or Living Units and the Common Areas or Neighborhood Common Areas (including, but not limited to, all recreational facilities) to establish, modify, maintain and utilize, as it may deem appropriate, model Living Units, sales offices, or other offices for use in selling or providing warranty services to any part of the Community including temporary trailers or other structures used for sales marketing, or construction purposes. No Owner or Neighborhood Association may interfere with, or do anything detrimental to, the Declarant's sales efforts. Without limiting the generality of the foregoing, the Declarant and its designees may show model Living Units or the Common Areas to prospective purchasers or tenants, advertise, erect signs, conduct promotional activities and special events, and take all other action helpful for sales, leases and promotion of Treviso Bay.

16.2 **Assignment of Rights to Successor Declarant.** Except as otherwise specifically provided herein, Declarant reserves the right and the power to delegate or assign, either exclusively or non-exclusively, partially or completely, to any person or entity, any or all of its development rights, powers, duties, privileges created in or provided for by this Declaration. Such assignment shall not in any way lessen the Declarant's rights with respect to property not subject to such assignment.

16.3 **Use of Common Areas.** The Declarant has the right and authority, so long as that Declarant owns any Lot or Living Unit, to use the Common Areas without charge for a sales office, for promotional activities, and other special events whether private or open to the public, to promote the Community and to assist in its overall marketing effort.

16.4 **Security; Non-Liability of Declarant and Master Association.**

ALL PERSONS USING OR OCCUPYING ANY PORTION OF THE COMMUNITY ARE RESPONSIBLE FOR THEIR OWN SECURITY AND THE SECURITY OF THEIR OWN PROPERTY.

NEITHER THE MASTER ASSOCIATION, THE DECLARANT NOR THE GOLF CLUB ARE INSURERS OR GUARANTORS OF SECURITY FOR PERSONS OR PROPERTY WITHIN THE COMMUNITY.

NEITHER THE MASTER ASSOCIATION, THE DECLARANT NOR THE GOLF CLUB SHALL BE LIABLE IN ANY WAY ON ACCOUNT OF LOSS, DAMAGE OR INJURY RESULTING FROM LACK OF SECURITY, OR THE LACK OF EFFECTIVENESS OF ANY SECURITY MEASURES UNDERTAKEN. THE DECLARANT MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE PROTECTION SYSTEM AND/OR BURGLAR ALARM SYSTEMS, OR OTHER

SECURITY SYSTEMS RECOMMENDED OR INSTALLED, OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE COMMUNITY.

16.5 Miscellaneous.

(A) Declarant shall have the right and the power to regulate and control the external design and appearance of all Common Areas in such a manner as to:

(1) Promote a quality environment which will preserve the value of the Lots and Living Units; and

(2) Foster the attractiveness and functional utility of the Community as a place to live and play, including a harmonious relationship among structure, vegetation and topography.

(B) Any use of Common Areas other than the uses intended pursuant to this Declaration shall be subject to the prior written approval of the Declarant so long as it owns any land in Treviso Bay which it holds for the purpose of development.

(C) The Declarant has the right to replat unsold portions of the Properties without the joinder or consent of any Owner.

(D) The Declarant has the right to receive a refund of any and all deposits or other payments made to utility companies or governmental authorities which are refunded in the course of development, even if such refunds occur after the sale of the last Lot or Living Unit in Treviso Bay to an Owner other than the Declarant.

16.6 **Management Contract.** Declarant shall have the right and the power to enter into professional management contracts on behalf of the Master Association before turnover of control of the Master Association.

16.7 **Appointment of Directors.** As further provided in the Bylaws, the Declarant shall have the right to appoint all of the Directors of the Master Association until the Turnover Meeting, and shall have the right to appoint at least one Director until the time specified in Section 8.4 of the Bylaws.

16.8 **Declarant's Inaction.** Neither the execution and recordation of this Declaration, nor the creation of any Association or other entity, nor the recordation of any other instrument subjecting any land in Treviso Bay to protective covenants, conditions or restrictions or other provisions, shall obligate or require:

(A) Declarant to grant any right, power, duty or privilege of any nature or kind to the Master Association or to any other entity; or

(B) Declarant, the Master Association or any other entity, to perform any act permitted by this Declaration or by any other recorded instrument, or to enforce any covenant, condition, restriction or other provision hereof or thereof, or to do anything which it does

not, in its sole discretion, elect to do.

16.9 Assignment of Rights to Builders. In addition to any other rights of assignment, any or all of the rights and obligations of the Declarant set forth in this Declaration or the Bylaws may be transferred and assigned, in whole or in part, to any Builder, provided that transfer shall not reduce an obligation nor enlarge a right beyond that which the Declarant has under this Declaration or Bylaws. No such transfer or assignment shall be effective unless it is in a written instrument signed by the Declarant. The foregoing sentence shall not preclude Declarant from permitting Builders or other persons to exercise on a one time or limited basis, any right reserved to Declarant in this Declaration where Declarant does not intend to transfer such right in its entirety, and in such case it shall not be necessary to record any written assignment.

17. RIGHTS OF MORTGAGEES.

17.1 Notice of Casualty or Condemnation. In the event of condemnation, eminent domain proceedings, or very substantial damage to, or destruction of any significant portion of the Common Areas, the record holder of any first mortgage on the Common Areas who has requested such notice in writing, shall be entitled to written notice.

17.2 Mortgage Foreclosure. Except as otherwise provided by Florida law as amended from time to time, an Intuitonal Mortgagee that acquires title to a Lot or Living Unit through mortgage foreclosure, or acceptance of a deed in lieu of foreclosure, in which the Master Association has been named as a defendant in the initial complaint, shall be liable for assessments levied against such Lot or Living Unit in the same manner as provided in the preceding paragraph unless the mortgagee is entitled to limited liability for delinquent assessments as provided in Chapter 720, Fla. Stat., which currently requires the lender to pay the Master Association the lesser of 1% of the original mortgage indebtedness, or the sum of the regular and special assessments that accrued or became due during the 12 months immediately preceding acquisition of title by the lender, and as Chapter 720, Fla Stat., may be amended by time to time. The foregoing sentence pertaining to entitlement to limited liability shall not be construed to negate the authority of a court to order a mortgagee to pay a surcharge pursuant to 11 USC Section 506(c), or grant other relief that may be found to be applicable under federal or state law. Any unpaid assessment or charges for which such acquirer is exempt from liability becomes an expense collectible from all Owners, including such acquirer and his successors and assigns. No Owner or acquirer of title to a Lot or Living Unit by foreclosure (or by a deed in lieu of foreclosure) may, during the period of his Ownership, be excused from the payment of any assessments or charges coming due during the period of such Ownership.

17.3 Right to Inspect Documents and Books. The Master Association shall make available to Institutional Mortgagees requesting same the current Governing Documents and Rules and Regulations of the Master Association and financial statements of the Master Association. "Available" shall mean ready for inspection, upon written request, during normal business hours, or under other reasonable circumstances. Photocopies shall be at the expense of the mortgagee requesting same.

17.4 Financial Statement. Any Institutional Mortgagee is entitled, upon written request, to a copy of the financial statements of the Master Association for the immediately preceding fiscal year.

17.5 **Lender's Notices.** Upon written request to the Master Association, any Institutional Mortgagee shall be entitled to timely written notice of:

(A) Any delinquency of more than sixty (60) days in the payment of assessments or charges owed by the Owner of any Lot or Living Unit on which it holds a mortgage.

(B) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Master Association. An increase in coverage, or a change of insurer does not require notice under this Paragraph.

(C) Any proposed action that requires the consent of a specified percentage of mortgage holders.

18. **DURATION OF COVENANTS; AMENDMENT.**

18.1 **Duration of Covenants.** The covenants, conditions, easements and restrictions in this Declaration shall run with and bind the property within the Community, and shall inure to the benefit of and be enforceable by the Master Association, the Declarant and any Owner, their respective legal representatives, heirs, successors, and assigns, for an initial period to expire on the ninety-ninth (99th) anniversary of the date of recording this Declaration in the Public Records of Collier County, Florida. Upon the expiration of said initial period, this Declaration shall be automatically renewed and extended for an unlimited number of successive ten (10) year periods, this Declaration as it may be amended being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period, until terminated as provided below.

18.2 **Termination.** This Declaration may be terminated at any time after the initial period if not less than eighty percent (80 %) of the voting interests of all classes of the Members of the Master Association vote in favor of terminating this Declaration. Written notice of any meeting at which a proposal to terminate this Declaration is to be considered, setting forth the fact that such a 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 at which the resolution was adopted, the date that notice of the meeting was given, the total number of votes cast in favor of the resolution, and the total number of votes cast against the resolution. The certificate shall be recorded in the public records of the County, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration. The termination shall be effective on the date the Certificate is recorded in the public records.

18.3 **Amendments.** This Declaration may be amended at any time. Except as otherwise specifically provided, amendments to this Declaration may be proposed by the Board of Directors or by written petition of at least one-fourth (1/4th) of the voting interests.

18.4 **Procedure.** Upon any amendment or amendments to this Declaration being proposed as provided above, the proposed amendment or amendments shall be submitted to a vote of the Members not later than the next annual meeting for which proper notice can be given.

18.5 **Vote Required.** Except as otherwise provided by law, or by specific provision of this Declaration, a proposed amendment to this Declaration shall be adopted if it is approved at an annual or special meeting called for the purpose by at least sixty-six and two-thirds (66-2/3rds) of the voting Members present, in person or by proxy and voting, provided that notice of the text of each proposed amendment was sent to the Members with notice of the meeting.

18.6 **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 Declaration, which certificate shall be executed by officers of the Master Association 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 the County. The certificate must set forth the location in the public records of the County where this Declaration was originally recorded.

18.7 **Proviso.** Regardless of any other provision in this Declaration, no amendment of the governing documents by any person, and no termination or amendment of this Declaration, can be effective to change the Master Association's responsibilities if any for the Stormwater Management System, the Conservation Areas, unless the amendment has been consented to in writing by the SFWMD and Collier County. Any proposed amendment which would affect the Stormwater Management System, or the Conservation Areas, must be submitted to the SFWMD and Collier County for a determination of whether the amendment necessitates a modification of the surface water management permit. If the surface water management system is administered by the CDD, any such amendment shall likewise require the consent of the CDD.

18.8 **Exceptions.** Wherever in this Declaration the consent, approval, or affirmative vote of two-thirds (2/3rds) or more of the voting interests of the Members is required to authorize or take a particular action, the language requiring the particular number of consents, approvals, or votes may not be amended except by the same vote required to authorize or take the action. This provision does not apply to amendments by the Declarant.

18.9 **Amendment of Provision Relating to Declarant.** As long as a Declarant holds any Lot or Living Unit for sale in the ordinary course of business, no amendment shall have the effect of changing any provision relating specifically to the Declarant without its written consent.

18.10 **Amendment by Declarant.** In addition to any other right of amendment or modification provided for in this Declaration, in which case those provisions shall apply, Declarant, may, in its sole discretion, by an instrument filed of record, unilaterally modify, enlarge, amend, waive or add to the covenants, conditions, restrictions and other provisions of this Declaration, and any recorded exhibit hereto. In addition, Declarant shall have the unilateral right to add, annex, withdraw or subtract any property from the jurisdiction of this Declaration. This right shall expire at such time as Declarant does not hold any property for sale in the ordinary course of business within the Community.

18.11 **Limitations.** No amendment to any of the Governing Documents shall be effective to materially and adversely change any Member's voting rights as set forth in Section 2.2 of the Bylaws, or the provisions of Sections 15.9 or 15.10 above, unless all Members affected first consent in writing to said amendment.

18.12 **Exhibits.** Exhibit “A” attached to this Declaration is incorporated by this reference and amendment of such exhibit shall be governed by this Section. Exhibit “B” is attached for informational purposes and may be amended as provided therein. Exhibit “C” is attached for informational purposes and may be amended as provided therein.

19. **GENERAL PROVISIONS.**

19.1 **Other Documents.** Declarant, the Master Association, and the Neighborhood Associations shall have such rights, powers, duties, and privileges as are set forth in the Governing Documents and Neighborhood Covenants; this Declaration and its provisions shall prevail in all events of conflict.

19.2 **Severability.** If any covenant, condition, restriction or other provision of this Declaration is held to be invalid in whole or in part by any court of competent jurisdiction, the holding shall in no way affect the validity of the remaining provisions of this Declaration, all of which shall remain in full force and effect.

19.3 **Merger or Consolidation of Associations.** Upon a merger or consolidation of the Master Association with another corporation as provided by law, the Master Association's rights, obligations and property may, by operation of law, be transferred to another surviving or consolidated association or the CDD or alternatively, retain the rights, obligations and property of the Master Association as the surviving corporation. The surviving or consolidated corporation or CDD may administer this Declaration within the existing property together with the covenants and restrictions established upon any other property, as one common scheme. Notwithstanding the foregoing, merger or consolidation of the Master Association with any other party including a CDD shall have no effect on altering or changing any granted power in the charter of the CDD.

19.4 **Dissolution.** If the Master Association is dissolved other than by a merger or consolidation as provided for above, each Lot or Living Unit shall continue to be subject to the assessments provided for in Section 9, and each Owner shall continue to be personally obligated to Declarant or the successor or assigns of the Master Association (as the case may be) for such assessment to the extent that such assessments are required to enable Declarant or any such successors or assigns acquiring any real property previously owned by the Master Association to properly maintain, operate and preserve it.

19.5 **Gender; Number.** Wherever in this Declaration the context so requires, the singular number shall include the plural, and the converse; and the use of any gender shall be deemed to include all genders.

19.6 **Notices.**

(A) **To Declarant.** Notices to Declarant as may be required herein shall be in writing and delivered or mailed to Declarant at its principal place of business as shown by the records of the Secretary of State, or at any other location designated by Declarant.

(B) **To the Master Association.** Notices to the Master Association shall be in writing and delivered or mailed to the Master Association at its principal place of business as shown by the records of the Secretary of the State of Florida, or at any other location designated by the Master Association.

(C) **To Owners**. Notices to any Owner as may be required herein shall be in writing and shall be delivered or mailed to the Owner at his last known address, or at the address shown on the deed recorded in the public records of the County.

(D) **To CDD**. Notices to the CDD as may be required herein, shall be in writing and shall be delivered or mailed to the CDD at its principal place of business as shown by the records of the State of Florida Department of Community Affairs.

19.7 **Construction**. The provisions of this Declaration shall be liberally interpreted and construed to provide maximum flexibility consistent with the general development plan and the purposes set forth herein, including the premises.

19.8 **Captions, Headings and Titles**. Captions, headings, capitalization of certain words, and titles inserted throughout the Governing Documents are for convenience only, and in no way shall such captions, headings or titles define, limit, or in any way affect the subject matter, content or interpretation of the terms and provisions of the Governing Documents.

19.9 **Interpretation**. The Board of Directors of the Master Association shall be responsible for interpreting the provisions of the Governing Documents. Their interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by Master Association legal counsel that an interpretation adopted by the Board is not wholly unreasonable shall conclusively establish the validity of such interpretation.

19.10 **Applicable Statutes**. The validity, application, and construction of this Declaration and its exhibits shall be governed by the Laws of Florida, as they exist on the date of recording this Declaration.

19.11 **Rights Limited to Express Terms of Governing Documents**. Every Member of the Master Association acknowledges that his or her rights, duties or obligations are limited to the express terms of the Declaration, Articles of Incorporation, Bylaws and the Rules and Regulations (Governing Documents). Every prospective Member should make the decision to purchase within Treviso Bay based upon these representations as set out in the Governing Documents which contain the entire understanding at the parties and no prior or present agreements or representation shall be binding upon the Declarant unless included in the Governing Documents.

IN WITNESS WHEREOF, Master Association has caused this Amended and Restated Declaration to be duly executed and its corporate seal to be hereunto affixed this _____ day of _____, 20__.

WITNESSES:

LENNAR HOMES, LLC., a Florida limited liability company

Print name: _____

Print name: _____

By: _____
Print Name: _____
Title: President

STATE OF FLORIDA)
) SS.:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ as _____ of Lennar Homes, LLC a Florida limited liability company, on behalf of the company, who is personally known to me or who produced _____ as identification.

My commission expires:

NOTARY PUBLIC, State of Florida
Print name: _____

66069.124/Treviso Bay

Exhibit "A"

Legal Description

(To Be Provided)

State of Florida



Department of State

I certify from the records of this office that TREVISO BAY PROPERTY OWNERS MASTER ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on November 23, 2004.

The document number of this corporation is N04000010975.


I further certify that said corporation has paid all fees due this office through December 31, 2011, that its most recent annual report/uniform business report was filed on December 30, 2011, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Thirtieth day of December, 2011



CR2EO22 (1-11)


Kurt S. Browning
Secretary of State

State of Florida



Department of State


I certify the attached is a true and correct copy of the documents filed on December 30, 2011 to reinstate TREVISO BAY PROPERTY OWNERS MASTER ASSOCIATION, INC., a corporation organized under the laws of the State of Florida, as shown by the records of this office.

The document number of this corporation is N04000010975.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Thirtieth day of December, 2011



CR2EO22 (1-11)


Kurt S. Browning
Secretary of State

PLEASE READ ALL INSTRUCTIONS BEFORE COMPLETING THIS FORM.

**CORPORATION
REINSTATEMENT**



FLORIDA DEPARTMENT OF STATE
Secretary of State
DIVISION OF CORPORATIONS

DOCUMENT # N04000010975

1. Corporation Name

Treviso Bay Property Owners Master Association, Inc.

2. Principal Office Address - No P.O. Box #

10481 Six Mile Cypress Pkwy.

Suite, Apt. #, etc.

3. Mailing Office Address

10481 Six Mile Cypress Pkwy.

Suite, Apt. #, etc.

City & State

Ft. Myers, FL

City & State

Ft. Myers, FL

Zip

33966

Country

USA

Zip

33966

Country

USA

7. Name and Address of Current Registered Agent

Name

Charles Mann

Street Address (P.O. Box Number is Not Acceptable)

1833 Hendry St.

Suite, Apt. #, Etc.

City

Fort Myers

State

FL

Zip Code

33901

8. I, being appointed the registered agent of the above named corporation, am familiar with and accept the obligations of section 607.0505 or 617.0503, F.S.

Signature of Registered Agent

REGISTERED AGENT MUST SIGN

Date 12-28-11

9. Names and Street Addresses of Each Officer and/or Director (Florida nonprofit corporations must list at least 3 directors)

Titles	Name of Officers and/or Directors	Street Address of Each Officer and/or Director	City / State / Zip
P/D	Tony Burdett	10481 Six Mile Cypress Pkwy.	Fort Myers, FL 33966
VP/D	Darin McMurray	10481 Six Mile Cypress Pkwy.	Fort Myers, FL 33966
ST/D	Bryan Hurst	10481 Six Mile Cypress Pkwy.	Fort Myers, FL 33966

10. E-mail Address: charlesmann@paveselaw.com

(To be used for future annual report notification)

11. I certify that I am an officer or director or the receiver or trustee empowered to execute this application as provided for in chapter 607 or 617, F.S. I further certify that when filing this reinstatement application, the reason for dissolution has been eliminated, the corporate name satisfies the requirements of section 607.0401 or 617.0401, F.S., and that all fees owed by the corporation have been paid. I further certify, the information indicated on this application is true and accurate, and my signature shall have the same legal effect as if made under oath. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.

SIGNATURE:

Tony Burdett
SIGNATURE AND TYPED OR PRINTED NAME OF SIGNING OFFICER OR DIRECTOR

12-20-11

Date

(239) 278-1177

Daytime Phone #

FILED

11 DEC 30 PM 3:23

DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

000215677480
12/30/11--01015--016 **280.00

CR2E081 (11/10)

4. Date Incorporated or Qualified
To Do Business in Florida 11/23/2004

5. FEI Number
20-2568540

Applied For

Not Applicable

6. CERTIFICATE OF STATUS DESIRED \$8.75 Additional Fee required for a Certificate of Status

REINSTATEMENT

Handwritten initials and date: MS 12/30

7634 12/1 23 A 8 33
FILED

ARTICLES OF INCORPORATION

OF

TREVISO BAY PROPERTY OWNERS MASTER ASSOCIATION, INC.

In compliance with the requirements of Chapter 617 of the Florida Statutes, the undersigned, being a natural person, does hereby act as an incorporator in adopting and filing the following Articles of Incorporation and does hereby form a corporation not for profit under the laws of the State of Florida.

ARTICLE I - NAME

The name of this corporation is TREVISO BAY PROPERTY OWNERS MASTER ASSOCIATION, INC., a not for profit corporation (the "Association").

ARTICLE II - PURPOSE

The nature of the business to be transacted shall be to engage in any activity or business permitted under the laws of the United States and of this State, pursuant to Chapter 617 of the Florida Statutes. The Association is organized for the purpose of providing an entity for the operation of a residential development located in Collier County, Florida.

ARTICLE III - POWERS

The Association is empowered to do and perform all acts reasonably necessary to accomplish the purposes of the Association, which acts are not inconsistent with the powers provided for in Chapter 617 of the Florida Statutes.

The Association is organized and shall exist on a non-stock basis as a non-profit corporation 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 of the Association. For the accomplishment of its purposes, the Association shall have all of the common law and statutory powers and duties of an Association not for profit under Florida law, except as limited or modified by these Articles, the Bylaws of the Association, or the Declaration of Covenants, Conditions and Restrictions for Treviso Bay (the "Declaration"), and it shall have all of the powers and duties reasonably necessary to operate the Community pursuant to the Declaration as it may hereafter be amended.

Except as provided herein, all funds and title to all property acquired by the Association shall be held for the benefit of the members in accordance with the provisions of the Declaration, these Articles of Incorporation, and the Bylaws.

ARTICLE IV - DURATION

The Association shall have a perpetual existence.

ARTICLE V - MEMBERSHIP

The qualifications required for membership, and the manner in which members shall be admitted to membership, shall be as stated in the Declaration and/or the Bylaws of the Association.

ARTICLE VI - DIRECTORS

The affairs of the Association are to be managed by a Board of Directors. The Directors of the Association shall be elected or appointed as provided for in the Bylaws of the Association.

ARTICLE VII - BYLAWS

Bylaws of the Association may be adopted, made, altered, or rescinded by the Directors at any regular meeting or any special meeting called for that purpose, so long as they are not inconsistent with the provisions of these Articles of Incorporation.

ARTICLE VIII - INDEMNIFICATION

To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director and officer of the Association against all expenses and liabilities, including attorneys 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 judgment or other final adjudication established 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 interest of the Association, in a proceeding by or in the right of the Association to procure a judgment 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; or (d) wrongful conduct by directors or officers appointed by the Developer, in a proceeding brought by or on behalf of the Association.

In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approved such settlement as being in the best interest of the Association. 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 IX - PRINCIPAL OFFICE

The principal office and mailing address of the Association shall be 19275 West Capitol Drive, Suite 100, Brookfield, Wisconsin 53045.

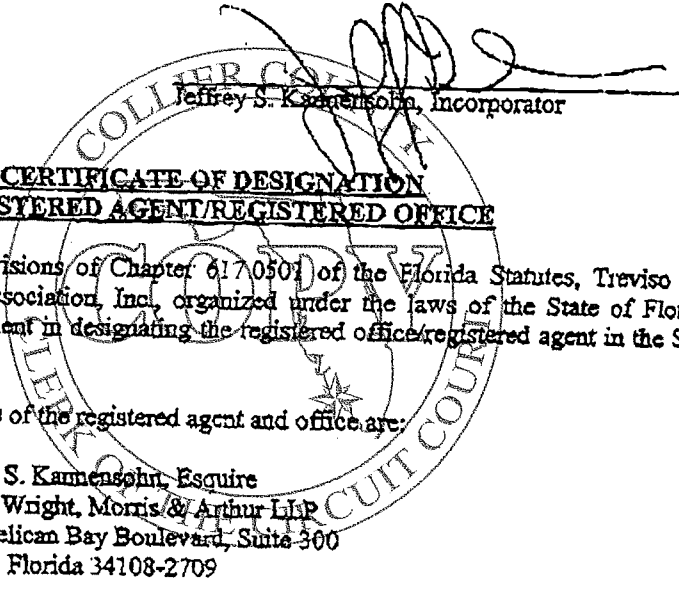
ARTICLE X - REGISTERED AGENT

The name and address of the initial registered agent of the Association is Jeffrey S. Kannensohn, Esquire, Porter, Wright, Morris & Arthur LLP, 5801 Pelican Bay Boulevard, Suite 300, Naples, Florida 34108.

ARTICLE XI - INCORPORATOR

The name and address of the incorporator of these Articles of Incorporation is Jeffrey S. Kannensohn, Esquire, Porter, Wright, Morris & Arthur LLP, 5801 Pelican Bay Boulevard, Suite 300, Naples, Florida 34108.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation this 23rd day of November, 2004.



Jeffrey S. Kannensohn, Incorporator

**CERTIFICATE OF DESIGNATION
REGISTERED AGENT/REGISTERED OFFICE**


Pursuant to the provisions of Chapter 617.0501 of the Florida Statutes, Treviso Bay Property Owners Master Association, Inc., 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.

The name and address of the registered agent and office are:

Jeffrey S. Kannensohn, Esquire
Porter, Wright, Morris & Arthur LLP
5801 Pelican Bay Boulevard, Suite 300
Naples, Florida 34108-2709

Having been named in the State of Florida as registered agent and to accept service of process for TREVISO BAY PROPERTY OWNERS MASTER ASSOCIATION, INC. 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 relative to the proper and complete performance of my duties, and I am familiar with and accept the obligation of my position as registered agent.

Dated: November 23, 2004


Jeffrey S. Kannensohn, Esquire

OR: 3987 PG: 0459

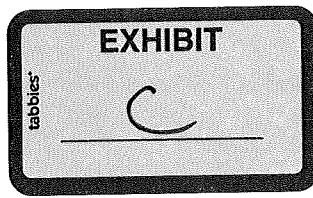


Exhibit "C"

**BYLAWS
OF
TREVISO BAY GOLF CLUB, INC.**

1. **GENERAL.** These are the Bylaws of Treviso Bay Golf Club, Inc., (hereinafter the "Golf Club"), a Florida corporation not for profit organized for the purposes set forth in the Articles of Incorporation.

1.1 **Principal Office.** The principal office of this corporation shall initially be located at _____, and subsequently at such other place as may be established by resolution of the Board of Directors.

1.2 **Definitions.** All terms defined in the Declaration of Covenants, Condition and Restrictions for Treviso Bay Golf Club (the "Golf Declaration") to which these Bylaws were attached as an exhibit when it was originally recorded, shall be used with the same meanings as defined therein.

1.3 **Seal.** The seal of the Golf Club shall be inscribed with the name of the Golf Club, the year of its organization, and the words "Florida" and "corporation 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.

2. **GOLF MEMBERSHIP AND VOTING RIGHTS.** The classes of golf membership shall be as more fully set forth in Section 4 of the Golf Declaration.

2.1 **Voting Rights; Voting Interests.** The voting rights appurtenant to each class of golf membership shall be as follows:

(A) **Regular Golf Members** - Each Lot or Living Unit shall have one (1) indivisible vote in all matters upon which the Golf Members are entitled to vote.

(B) **Declarant Member** - The Declarant shall have three (3) votes for each Lot or Living Unit subject to the Golf Declaration.

(C) **Interim Members** - Interim Members shall have no voting rights whatsoever.

The total number of voting interests of the Golf Club shall be equal to the number of Lots and Living Units which exist in the Golf Club, plus the number of Declarant votes (if any).

2.2 **Method of Voting.** All votes of the Golf Members pertaining to the Golf Club, including the election of Directors, shall be cast by the individual Golf Members who shall have one (1) indivisible vote in all matters which Golf Members are entitled to vote. Nothing herein shall require the use of secret ballots unless such use is required by law. Votes of the Declarant Member shall be cast by its designated representative.

2.3 **Golf Membership Records.** Records shall be maintained by the Golf Club showing the names of the Golf Members, their addresses, the number of Lots or Living Units owned by each Golf Member, the class of Golf Membership and such other information as the Board shall require. Golf Members may be

2.3 Rights and Privileges of Members.

(A) Every Member shall have the right to:

- (1) Have his vote cast at the meetings of the members;
- (2) Serve on the Board if elected;
- (3) Serve on committees; and
- (4) Attend membership meetings.

Each member is encouraged to take an active interest in Master Association affairs.

(B) Every member in good standing shall have the privilege of using and enjoying the Common Areas in accordance with the type of membership held by the member, subject to the rules of the Master Association and the right of the Master Association to charge admission and other fees for the use of any facilities.

(C) A member is in good standing if he is current in the payment of all assessments and other financial obligations to the Master Association, and his membership is not suspended.

2.4 Delegation of Rights to use Common Areas.

(A) In accordance with Section 4.4 of the Declaration, a member may delegate his privilege to use the Common Areas to:

- (1) A reasonable number of guests if accompanied by the member; or
- (2) Residential tenants who reside in the member's Living Unit

(B) In the case of residential tenants of the member's Living Unit, the delegating member must give prior written notice to the Master Association of such delegation. The written notification shall state the name, age, permanent address, intended length of time the delegation will be effective, and such other information about each residential tenant as the Board shall require.

(C) A member who has delegated his use privileges and is not in residence in Treviso Bay may not use Common Areas during the period of the delegation, except as a guest of another member. A member may not be the guest of his tenant.

(D) Members shall be responsible for keeping the Master Association informed as to the identity and relationship of any persons who normally reside with the member and intend to utilize the Common Areas.

(E) The Board of Directors may limit the number of guests or the frequency or duration of any member's delegation of use rights, and may impose fees for the delegation of such rights of use of the facilities by renters or guests, which fees may be different from fees charged to members for their use.

2.5 Suspension of Membership. As further provided in Section 10 of the Declaration, the Board may suspend a member's membership in the Master Association:

(A) For the period of time during which an assessment against the member remains unpaid more than ninety (90) days after the date it was due and payable; or

(B) For a reasonable period during or after any infraction of the Master Association's rules and regulations by a member or by any person to whom he has expressly or impliedly delegated his use privileges; or

(C) For misuse, abuse, or intentional destruction of Master Association property, real or personal.

Suspension of any member's membership temporarily revokes the member's rights and privileges to use and enjoy Common Areas and facilities and to participate in Master Association affairs. A suspension shall in no way impair the enforceability of any assessment or lien therefor, or the authority of the Master Association to assess and collect any future assessment and lien, nor shall it impair the member's right of access to, and use of, his own property in a manner consistent with the Governing Documents.

3. MEMBERS' MEETINGS.

3.1 Annual Meeting. The annual meeting shall be held in either Collier County, at a date, place and time designated by the Board of Directors, for the purpose of electing Directors and transacting any other business duly authorized to be transacted by the members. The annual meeting is a general meeting, and unless the law or the Governing Documents require otherwise, notice of an annual meeting need not include a description of the purpose or purposes for which the meeting is called.

3.2 Special Members' Meetings. Special members' meetings must be held whenever called for by the President or by a majority of the Directors, and must be promptly called by the Board upon receipt of a written request signed by members entitled to cast at least ten percent (10%) of the votes of the Master Association. Such requests shall be in writing and shall state the purpose or purposes of the meeting. Business at any special meeting shall be limited to the item specified in the request or contained in the notice of meeting.

3.3 Quorum. A quorum shall be attained at a members meeting by the presence, in person or by proxy, of at least thirty percent (30%) of the total voting interests.

3.4 Vote Required to Transact Business. The acts or resolution approved by at least a majority of the votes cast at a duly called meeting at which a quorum has been attained shall be the act of the Members, unless a higher vote is specifically required by law or by the Governing Documents.

3.5 Notice of Meetings. Written notice of meetings shall be mailed or hand-delivered to each member at the address last provided to the Master Association by the members. The notices must be mailed or delivered by the Master Association not less than fourteen (14) days prior to the date of the meeting. Notice may also be furnished by electronic transmission to any member who has consented to receive notice by electronic transmission. Consent by a member to receive notice by electronic transmission shall be revocable by the member by written notice to the Master Association.

3.6 Adjourned Meetings. Any duly called meeting of the members may be adjourned to be reconvened at a later time by vote of the majority of the voting interests present, regardless of whether a quorum has been attained. Unless the Bylaws require otherwise, adjournment of annual or special meeting to a different date, time or place must be announced at that meeting before an adjournment is taken, or notice must be given of the new date, time, or place pursuant to Section 720.303(2), Florida Statutes, as amended. Any business that might have been transacted on the original date of the meeting may be transacted at the adjourned meeting. If a new record date for the adjourned meeting is or must be fixed under Section 617.0707, Florida Statutes, as amended, notice of the adjourned meeting must be given to persons who are entitled to vote and are members as of the new record date but were not members as of the previous record date.

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

- (A) Determination that a quorum has been attained.
- (B) Reading or waiver of reading of minutes of last Members' meeting.
- (C) Reports of Officers
- (D) Reports of Committees
- (E) Election of Directors (when appropriate)
- (F) Unfinished Business
- (G) New Business
- (H) Adjournment

3.8 Minutes. Minutes of all meetings of the Members must be maintained in written form, or in another form that can be converted into written form within a reasonable time.

3.9 Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Master Association meetings when not in conflict with the law, with the Declaration, or with these Bylaws. The presiding officer may appoint a Parliamentarian, but the decision of the presiding officer 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.

3.10 Action by Members without a Meeting. Except the holding of the annual meeting and annual election of Directors, any action required or permitted to be taken at a meeting of the Members may be taken by mail without a meeting if written instruments expressing approval of the action proposed to be taken are signed and returned by Members having not less than the minimum number of votes that would be necessary to take such action at a meeting at which all of the voting interests were present and voting. If the requisite number of written consents are received by the Secretary within sixty (60) days after the earliest date which appears on any of the consent forms received, the proposed action so authorized shall be of full force and effect as if the action had been approved at a meeting of the Members held on the sixtieth (60th) day. Within ten (10) days thereafter, the Board shall send written notice of the action taken to all Members who have not consented in writing. Nothing in this paragraph affects the rights of members to call a special meeting of the membership, as provided for by Section 3.2 above, or by law.

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 Declaration, Articles of Incorporation, and these Bylaws, shall be exercised by the Board, subject to the approval or consent of the members only when such is expressly required.

4.1 Powers. The Board shall have the authority to:

(A) Manage and control the affairs of the Master Association.

(B) Appoint and remove at its pleasure all officers, agents and employees of the Master Association, prescribe their duties, fix their compensation and require of them such security or fidelity bond as it may deem expedient. Nothing in these Bylaws shall be construed to prohibit the employment of any member, officer or Director of the Master Association in any capacity whatsoever.

(C) Establish, levy assess, and collect any assessment or charge provided for in the Governing Documents.

(D) Designate one or more financial institution(s) as depository for Master Association funds, and the officer(s) authorized to make withdrawals therefrom.

(E) With the prior consent of at least a majority of the voting interests, borrow money for Master Association purposes, and assign, pledge, mortgage or encumber any Common Areas or future revenues of the Master Association as security therefor;

(F) Adopt, amend or revoke rules and regulations relating to the use of Common Areas, and such sanctions for noncompliance therewith, as it may deem necessary for the best interest of the Master Association and its Members. The Board may also establish and levy fees for the use of Common Areas or Master Association property;

(G) Cause the Master Association to employ sufficient personnel to adequately perform the responsibilities of the Master Association;

(H) Negotiate and enter into contracts for the maintenance and operation of the Common Areas;

(I) Make improvements to the Common Areas.

(J) Establish committees of the Master Association and appoint the members thereof. It may assign to such committees responsibilities and duties not inconsistent with the provisions of these Bylaws as it may deem appropriate;

(K) Acquire property, real or personal, and enter into agreements with any persons, including Declarant, relating to the orderly transfer of property from said person to the Master Association and such other matters as the Board may deem appropriate.

(L) Perform all other acts not inconsistent with law or the Governing Documents and necessary for the proper functioning of the Master Association.

4.2 Management by Directors. The property, business and affairs of the Master Association shall be managed and conducted by a Board of Directors of no fewer than three (3) nor more than seven (7) members.

4.3 Election of Directors. Except as otherwise provided herein, and for the first Board of Directors and their Declarant-appointed replacements, Directors shall be elected by the Members at the Annual Meeting of the Master Association. Notwithstanding the foregoing, until such time as the Class B Membership in the Master Association terminates, the Class B Voting Member shall have the right to appoint each and every member of the Directors of the Master Association by written notice to such effect or by an announcement reflected in the minutes of the Annual Meeting of the Master Association, without the necessity of a vote.

At the Annual Meeting next following the date upon which ninety percent (90%) of the Lots to ultimately be located within the Lands have been conveyed to Class A Members, the Class A Members shall elect a majority of the Board of Directors.

As used herein, the total number of Lots to ultimately be located within the Lands shall be established by written notice from Declarant to the Master Association and shall be based upon a reasonable projection of same made by Declarant subject to change from time to time. The Master Association shall be entitled to rely upon the last notice to such effect received from Declarant when the Master Association conducts an election as aforesaid. Further, once the Class A Members have elected a majority of the Directors, no change in the number of Lots to ultimately be located within the lands shall decrease the number of Directors that the Class A Members are entitled to elect.

4.4 Term of Office. Except as provided herein to the contrary, the term of each Director's service shall extend until the next Annual Meeting and subsequently until his successor is duly elected and has taken office, or until he is removed in the manner elsewhere provided. Notwithstanding the foregoing, any Director designated by the Class B Voting Member shall serve at the pleasure of the Class B Voting Member.

4.5 Vacancies and Removal.

TREVISO BAY - BYLAWS

(A) Except as to vacancies resulting from removal of Directors by Voting Members (as addressed in subsection (B) below), vacancies in the Board of Directors occurring between Annual Meetings of Members shall be filled by the remaining Directors at any Board meeting, provided that (i) all vacancies in directorships to which Directors were appointed by the Class B Member shall be filled by the Class B Member without the necessity of any meeting and (ii) a vacancy in a directorship elected by Class A Voting Members shall be filled with a Class A Member.

(B) Any Director elected by the Voting Members (other than the Class B Member) may be removed by concurrence of a majority of the votes of the Class A Voting Members at a special meeting called for that purpose or by written agreement signed by the Voting Members entitled to cast a majority of the Class A votes. The vacancy in the Board of Directors so created shall be filled by the Voting Members at a special meeting called for such purpose, or by the Board of Directors if such meeting does not occur within five (5) days of the removal.

4.6 Organizational Meeting. An organizational meeting of a new Board of Directors shall be held within ten (10) days after the election of new Directors at such place and time as may be fixed by the new Directors at the meeting when they were elected.

4.7 Regular Meetings. After turnover of control, regular meetings of the Board shall be held at such time and place in Collier County, Florida, as shall be determined from time to time by the Directors. A regular meeting of the Board of Directors is any meeting held according to a regular weekly, monthly or other periodic schedule adopted from time to time by the Board. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least ten (10) days before the day named for such meeting. At regular meetings any business of the Master Association may be transacted. If any Director elected by the Members shall be absent for any reason from three (3) consecutive regular meetings of the Board, the Board may, by vote of at least a majority of the whole Board taken at the next meeting, declare the office of said Director to be vacant, and may appoint a successor.

4.8 Special Meetings. Special meetings of the Board are all meetings other than the annual organizational meeting and regular meetings. Special meetings may be called by the President, the Secretary, or by a majority of the Directors. Not less than two (2) days notice of a special meeting shall be given to each Director, personally or by mail, facsimile, telephone or telegram, which notice shall state the time, place, and purposes of the meeting. Business conducted at a special meeting shall be limited to the items specified in the notice of the meeting.

4.9 Waiver of Notice by Directors. Any Director may waive notice of a Board meeting before or after the meeting, and such waiver shall be deemed equivalent to the receipt of notice. Attendance at a meeting by any Director constitutes waiver of notice, unless that Director objects to the lack of notice at the beginning of the meeting.

4.10 Board Meetings; Notice to Members. A meeting of the Board of Directors occurs whenever a quorum of the Board gathers and conducts Master Association business. All meetings of the Board shall be open to all members, except as otherwise provided by law. Notice of all Board meetings shall be posted in a conspicuous place on the Common Areas at least forty-eight (48) hours in advance of a 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 such assessments. Any owner may tape-record or videotape meetings of the Board and meetings of the members. The Board may adopt reasonable rules governing the taping of meetings of the Board and the membership.

4.11 Quorum of Directors. A quorum at a Board meeting shall exist only when a majority of all Directors are present in person. Directors may not vote by proxy or secret ballots at Board meetings, except that secret ballots may be used in electing officers. Any Director has a right to participate in any meeting of the Board, or meeting of an executive or other committee, by means of a conference telephone call or similar communicative arrangement whereby all persons present can hear and speak to all other persons. Participation by such means shall be deemed equivalent to presence in person.

4.12 Vote Required. Except as otherwise required by law or the Governing Documents, the acts approved by a majority of the Directors present and voting at a duly called Board meeting at which a quorum exists shall constitute the acts of the Board of Directors.

4.13 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 later time. When the meeting is reconvened, provided a quorum exists, any business that might have been transacted at the meeting originally called may be transacted without further notice.

4.14 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 those present.

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

4.16 Emergency Powers. In the event of an "emergency" as defined in Paragraph 4.16(G) below, the Board of Directors of the Master Association may exercise the emergency powers as described in this Section, and any other emergency powers authorized by Sections 617.0207, and 617.0303, Florida Statutes, as amended from time to time.

(A) The Board may name as assistant officers persons who are not Directors, which assistant officers shall have the same authority as the executive officers of whom they are assistant during the period of the emergency, to accommodate the incapacity of any officer of the Master Association.

(B) The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.

(C) During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practical manner, including publication or radio. The Director or Directors in attendance at such a meeting shall constitute a quorum.

(D) Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Master Association shall bind the Master Association; and shall have the rebuttable presumption of being reasonable and necessary.

(E) Any officer, Director or employee of the Master Association acting with a reasonable belief that his actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of willful misconduct.

(F) The provisions of these emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

(G) For purposes of this Section, an "emergency" exists only during a period of time that the Community, or the immediate geographic area in which the Community is located, is subjected to:

- (1) a state of emergency declared by law enforcement authorities;
- (2) a hurricane warning;
- (3) a partial or complete evacuation order;
- (4) designation by federal or state government as a "disaster area;" or
- (5) a catastrophic occurrence, whether natural or man-made, which seriously damages or threatens serious damage to the Community, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or acts of terrorism.

4.17 Committee Meetings. The provisions of this Section 4 governing the calling and holding of Board meetings shall also apply to the meetings of all committees or other similar bodies specified in the Governing Documents, and to any committee or similar body appointed by the Board or any member thereof, or elected by the members, to which the Board has delegated its decision-making powers. The meetings of any committee vested with the power to approve or disapprove architectural decisions with respect to a specific parcel of residential property owned by a member of the Master Association must be conducted with the same formalities as required for meetings of the Board.

5. OFFICERS.

5.1 Officers and Elections. The executive officers of the Master Association shall be a President, and one or more Vice-Presidents, who must be Directors of the Master Association, as well as a Treasurer and a Secretary, all of whom shall be elected annually by majority vote of 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 except the President may hold two or more offices. The Board of Directors shall, 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 or documents requiring the seal of the Master Association, except where such are permitted by law to be otherwise executed, and the power to execute is delegated by the Board of Directors to another 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 prescribe.

5.4 Secretary. The Secretary shall attend the meetings of the Board and meetings of the members, and shall record all votes and the minutes of all proceedings 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 any has been designated.

5.5 Treasurer. The Treasurer shall have responsibility for the collection, safe-keeping, and disbursement of funds and securities of the Master Association, shall keep full and accurate accounts of receipts and disbursements in books belonging to the Master Association, and shall deposit 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, and prepare the budget for the Master Association. He shall disburse the funds of the Master Association, making proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account 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.

6. ARCHITECTURAL REVIEW COMMITTEE. The ARC provided for in Section 6 of the Declaration shall be selected, and conduct its affairs as provided in this Section.

6.1 Members; Qualification. The Architectural Review Committee, hereinafter the "ARC," shall initially be composed of three (3) persons, all appointed by the Declarant, who may also be Directors of the Master Association. After the Declarant no longer has a right to appoint the ARC, the size of the ARC shall be increased to five (5) persons. Except for those appointed by the Declarant, and as otherwise provided in Section 6.5 below, no member of the ARC shall be a Director. Whenever possible and practical, one of the committee members should be an architect, general contractor, or other person with professional expertise in building, landscaping, or architectural design.

6.2 Selection; Terms. The members of the ARC shall be appointed by the President of the Master Association to serve terms of one year beginning on January 1 of each year. If a mid-term vacancy occurs for any reason, the President shall appoint a successor to fill the unexpired term. Members of the ARC, once appointed, may be removed only by vote of a majority of all the voting interests, and not by the officers or Directors.

6.3 Compensation. If approved by the Board of Directors, any or all members of the ARC may be compensated for their services.

6.4 Meetings. The ARC shall meet as necessary, and otherwise at the call of the Chairman as necessary, to carry out its duties and functions. The ARC shall meet with the same formalities and notice requirements as required for Board meetings, unless otherwise permitted by law. Written notice of meetings shall be provided to each owner at least one week in advance, and any Owner wishing to appear before the ARC may do so. Special meetings may be called as needed by the Chairman. Notwithstanding anything herein to the contrary, during Declarant control, the Declarant may appoint one (1) person who shall be empowered to serve on behalf of and act for the Architectural Review Committee.

6.5 Procedures, Voting. A majority of the members of the ARC present in person at any duly called meeting shall constitute a quorum. All questions shall be decided by a majority of the entire committee. Where a question involves proposed changes to a Lot or Living Unit owned by a member of the ARC, that member shall be disqualified from participation in the proceedings, and his place shall be taken by the then President of the Master Association. If a proposed change is not approved, the reasons for disapproval shall be stated in writing. Minutes of all meetings of the ARC shall be kept in a business-like manner, and shall be available at reasonable times for inspection or photocopying by any owner. Copies of the plans and specifications for all approved changes and construction shall be kept for at least five years.

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

7.1 Depository. The Master Association shall maintain its accounts in federally insured accounts at financial institutions doing business in the State of Florida as may 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. The Board may invest Master Association funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securities, and other similar investment vehicles, provided they are federally insured, or backed by the full faith and credit of the United States.

7.2 Budget. The Board of Directors shall, at a meeting each year, adopt a budget of general expenses for the next fiscal year. The budget must reflect the estimated revenues and expenses for that year and 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 Declarant, or another person. The Master Association shall provide each member with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the member. The proposed budget shall be detailed and shall show the amounts budgeted by accounts and expense classifications.

7.3 Reserves. The Board may, but shall not be obligated to, establish in the budgets one or more reserve accounts for contingencies, operating expenses, repairs, improvements, capital expenditures or deferred maintenance. The purpose of the reserves is to provide financial stability and to avoid the need for special assessments. The amounts proposed to be so reserved shall be shown in the proposed annual budgets each year. These funds may be spent only for purposes for which they were reserved, unless another use is approved by unanimous consent of the entire Board.

7.4 Fidelity Bonds. The Treasurer, and all other officers who are authorized to sign checks, and all Directors and employees of the Master Association handling or responsible for Master Association funds, shall be bonded in such amounts as determined by the Board of Directors. The premiums on such bonds shall be paid by the Master Association.

7.5 Accounts and Accounting Procedures. The financial and accounting records of the Master Association must be kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least seven (7) years. The financial and accounting records must include:

(A) Accurate, itemized, and detailed records of all receipts and expenditures.

(B) A current account and a period statement of the account for each member, designating the name and current address of each member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the member, the date and amount of each payment on the account, and the balance due.

(C) All tax returns, financial statements, and financial reports of the Master Association.

(D) Any other records that identify, measure, record or communicate financial information.

7.6 Financial Reporting. The Master Association shall prepare an annual financial report within sixty (60) days after the close of the fiscal year. The Master Association shall, within ten (10) business days after the report is prepared, provide each member with a copy of the report, or a written notice that a copy of the financial report is available upon request at no charge to the member.

7.7 Application of Payments and Commingling of Funds. All monies collected by the Master Association may be commingled, for investment purposes only, in a single fund, or divided into two or more funds, as determined by the Board of Directors. The books and records of the Master Association shall be kept in conformity to generally accepted accounting principles and the audit and accounting guide for Common Interest Realty Associations of the American Institute of Certified Public Accountants. All payments on account by an Owner shall be applied as to interest, delinquencies, costs and attorney's fees, other charges, and annual or special assessments, in such manner and amounts as the Board of Directors may determine, or as may be required by law.

7.8 Fiscal Year. The fiscal year for the Master Association shall begin on the first day of January each year. The Board of Directors may change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed in the Internal Revenue Code of the United States.

7.9 Payment of Assessments. The Master Association shall make annual assessments based on the adopted budgets shall be payable quarterly (due on January 1, April 1, July 1, and October 1 of each year or such other date as the Board of Directors may determine). Assessments and Special Assessments as the term is used in this Section 7.9 and 7.10 are assessments levied by the Master Association and shall not be confused with assessments which are levied by any local government (county, municipality or CDD). Written notice of the annual assessment shall be sent to all owners at least thirty (30) days prior to the due date. Failure to send or receive such notice shall not, however, excuse the obligation to pay. By resolution, the Board may establish the place for payment, the method of payment, and a late payment fee.

7.10 Special Assessments. Special assessments may be imposed by the Master Association's Board of Directors whenever necessary to meet unbudgeted, emergency, or non-recurring expenses, or for such other purposes as are authorized by the Declaration or these Bylaws. Special assessments are due on the day specified in the resolution of the Board approving such assessment.

7.11 Proof of Payment. Within fifteen (15) days after receipt of request from the Owner, mortgagee, or purchaser of a Lot or Living Unit, the Master Association shall furnish a written statement certifying that all assessments then due from any Lot or Living Unit have been paid, or indicating the amounts then due.

7.12 Suspension. The Master Association shall not be required to transfer Memberships on its books or to allow the exercise of any rights or privileges of Membership on account thereof to any owner, or to any persons claiming under an owner, unless and until all assessments and charges to which said owner and his Lot or Living Unit is subject have been paid in full.

8. TURNOVER OF CONTROL OF MASTER ASSOCIATION.

8.1 Time of Turnover. Turnover of control of the Master Association occurs when the Class A Members are first entitled to elect a majority of the Directors of the Master Association. Class A Members shall be entitled to assume control of the Master Association by electing the entire Board of Directors not later than ninety (90) days after the conveyance of title, to owners other than Declarant, of at least ninety percent (90%) of the Lots within the Lands. At that time the Directors appointed by the Declarant shall resign. The election shall occur at a meeting of the members (the Turnover Meeting).

8.2 Procedure for Calling Turnover Meeting. No less than sixty (60) days prior to the Turnover Meeting, the Master Association shall notify in writing all Members of the date of the Turnover Meeting. At the Turnover Meeting the Directors elected by the Members as further provided in Section 4 above, and all but one of the Directors previously appointed by the Declarant, shall resign.

8.3 Early Turnover. The Declarant may turn over control of the Master Association to the Members prior to the time for turnover set forth above, by causing all but one of its appointed Directors to resign, whereupon it shall be the affirmative obligation of the Class A Members to elect the other Directors and assume control of the Master Association. If at least sixty (60) days notice of Declarant's decision to cause its appointees to resign is given as described in Section 8.2 above, neither the Declarant, nor such appointees shall be liable in any manner in connection with such resignations if the Members refuse or fail to assume control.

8.4 Declarant Representative. The Declarant is entitled to appoint at least one member of the Board of Directors as long as the Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots or Living Units in the Community. After the Declarant relinquishes control of the Master Association, the Declarant may exercise the right to vote any Declarant-owned interests in the same manner as any other member, except for purposes of reacquiring control of the Master Association or selecting a majority of the Directors.

8.5 Turnover - "As Is". When owners other than Declarant assume control of the Master Association by electing the majority members on the Board of Directors, the Master Association will accept turnover of the common areas and facilities in their "as is" condition, without recourse. The Declarant makes no representations, to the fullest extent permitted by law, and disclaims all warranties, expressed or implied, in law or in fact, with respect thereto, including without limitation representations or warranties or merchantability or fitness for any particular purpose, in representations or warranties regarding the construction, design, adequacy of size or capacity in relation to the utilization, date of completion, future economic performance, or operations of, or the materials, furniture, or equipment which have been used in the common areas and facilities at the time of turnover, the Master Association accepts the conditions of all common areas and common area facilities from the Declarant without recourse against the Declarant herein.

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 either by a resolution approved by a majority of the whole Board of Directors, or by a petition to the Board signed by at least twenty-five percent (25%) of the voting interests of the Master Association. Once so proposed, the amendments shall be submitted to a vote of the Members at a meeting no later than the next annual meeting for which notice can still properly be given.

9.2 Vote Required. Except as otherwise provided by law, or by specific provision of the Governing Documents, these Bylaws may be amended by concurrence of at least two thirds (2/3) of the voting interests present and voting at any annual or special meeting, provided that the text of any proposed amendment has been given to the Members with notice of the meeting.

9.3 Amendment by Board. As long as Declarant Membership exists, the Board of Directors, by majority vote, may unilaterally amend these Bylaws in any manner which it deems advisable, including but not limited to amendments to correct errors or conform the Bylaws to any applicable statute or local ordinance. Such amendments shall not require consent of the Members.

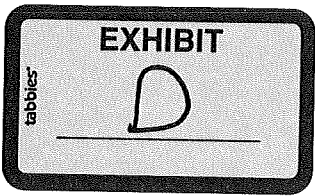
9.4 Certificate; Recording. A copy of each approved amendment shall be attached to a certificate reciting that the amendment was duly adopted, which certificate shall be executed by the President or Vice-president of the Master Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of the County. The certificate must identify the book and page of the Public Records where the Declaration was originally recorded.

10. MISCELLANEOUS.

10.1. Gender; Number. Whenever the masculine or singular form of the 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 the Articles of Incorporation of the Master Association, the provisions of the Declaration or Articles of Incorporation shall prevail over the provisions of these Bylaws.



10" x 18" Wood or Metal sign (Dark Green Background w/White Letters and Border) mounted to metal step stake



10" x 18" Wood or Metal sign (Dark Green Background w/White Letters and Border)



STATE OF FLORIDA, COUNTY OF MANATEE
This is to certify that the foregoing is a
true and correct copy of the documents on
file in my office.
 This copy has no redactions This copy may have been
redacted pursuant to law
Witness my hand and official seal this
day of April, 2011
R.B. "CHIPS" SHORE
Clerk of Circuit Court
By _____ D.C.



PARTIAL TERMINATION OF EASEMENTS AND GRANT OF EASEMENT

This Partial Termination of Easements and Grant of Easement is made this 29th day of March, 2004, by and between Commercial Properties Southwest, Inc, (hereinafter referred to as "CPS") whose address is 4099 Tamiami Trail North, 4th Floor, Naples, Florida 34103; and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (hereinafter referred to as "TITF"), whose address is c/o Florida Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Boulevard, Mail Station 130, Tallahassee, Florida, 32399-3000, (CPS and TITF are hereinafter collectively referred to as the "Parties").

WHEREAS

A. TITF is the owner of that certain property located in Collier County, Florida, more particularly described in Exhibit "A" attached hereto and made a part hereof pursuant to that Warranty Deed recorded in Official Records Book 2524, Page 3414, Public Records of Collier County, Florida (hereinafter referred to as "TITF/Stanley Parcel"), together with two appurtenant 60-foot wide easements for ingress and egress described in that Warranty Deed recorded in Official Records Book 2524, Page 3414, Public Records of Collier County (hereinafter referred to as "Stanley Easements"); and

B. TITF is the owner of that certain property located in Collier County, Florida, more particularly described in Exhibit "B" attached hereto and made a part hereof pursuant to that Warranty Deed recorded in Official Records Book 2411, Page 1316, Public Records of Collier County, Florida (hereinafter referred to as "TITF/Volpe Parcel"), together with an appurtenant 60-foot wide easement for ingress and egress more particularly described in that Warranty Deed recorded in Official Records Book 2411, Page 1316, Public Records of Collier County, Florida, and which was created by that Grant of Easement recorded in Official Records Book 1282, Page 1766, Public Records of Collier County, a copy of which is attached hereto as Exhibit "C" and made a part hereof (hereinafter referred to as "Volpe Easement"); and

C. CPS is the owner of that certain property located in Collier County, Florida, more particularly described in Exhibit "D" attached hereto and made a part hereof pursuant to that Warranty Deed recorded in Official Records Book 2465, Page 0108, Public Records of Collier County; and

D. TITF desires to terminate all of its right, title and interest in that portion of the Stanley Easements described in Exhibit "E", attached hereto and made a part hereof, and the entire Volpe Easement (hereinafter collectively referred to as "Old TITF Easements"), and obtain an easement for ingress and egress over the lands described and depicted in Exhibit "F" attached hereto and made a part hereof (hereinafter referred to as "New TITF Easement").

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

TERMS OF AGREEMENT

1. Adoption of Recitals. The foregoing Recitals are hereby acknowledged as being true and correct and the same are hereby adopted as part of this Partial Termination of Easements and Grant of Easement.

Retn:
PORTER DRIGERT ET AL
5801 PELICAN BAY BLVD #300
NAPLES FL 34108 2705

3371581 OR: 3532 PG: 4090
RECORDED IN THE ORIGINAL RECORDS OF COLLIER COUNTY, FL
04/01/2004 AT 01:41PM DRIGERT, B. BROCK, CLERK

CONS 10.00
REC FEE 136.50
DOC-.70
COPYS 30.00
MISC 1.00

2. Termination of Easements TITF hereby terminates and releases all of its rights, title and interest in and to the Old TITF Easements.

3. Grant of Easement. CPS hereby grants to TITF, its successors and assigns, a perpetual, non-exclusive easement for ingress and egress over and across the New TITF Easement for the use and benefit of and appurtenant to the TITF/Stanley Parcel and the TITF/Volpe Parcel. Ingress and egress shall be limited to TITF, its agents and employees and is not intended for general public access by visitors to the TITF/Stanley Parcel or TITF/Volpe Parcel.

4. Contingency. The Parties' obligation to perform under this Partial Termination of Easements and Grant of Easement is contingent upon CPS, its successors or assigns, constructing and maintaining a roadway within the New TITF Easement, and installing and maintaining for a period of five years from the date of execution of this Partial Termination of Easements and Grant of Easement a fire break along the northern boundary of Rookery Bay National Estuarine Research Reserve (RBNERR) as depicted in Exhibit "G" attached hereto and by reference made a part hereof. TITF will have no obligation to construct or maintain any improvements within the New TITF Easement. Installation of the roadway and fire break shall be completed within five years from the date of this Partial Termination of Easements and Grant of Easement, subject to force majeure. In the event of delay in the completion of the installation of the roadway or firebreak, but subject to force majeure, TITF may notify CPS in writing that, in its reasonable judgment, CPS has abandoned work on the roadway or fire break prior to completion, and CPS shall have thirty days to resume the work or explain the delay to the satisfaction of TITF. In the event CPS fails to cure the abandonment or construct the roadway and fire break as described above and as required by this paragraph, the New TITF Easement will automatically and immediately terminate, cease to exist and be null and void and the Old TITF Easements shall automatically and immediately be reimposed on the CPS Property.

5. Public Notice. Homeowner association and any other disclosure documents to purchasers shall clearly state that RBNERR staff will regularly conduct prescribed fires, remove invasive plants, trap feral and domestic animals, and control illegal dumping on RBNERR lands, and that these activities require use of the New TITF Easement by RBNERR's staff and RBNERR's agents and contractors.

6. General. CPS hereby fully warrants that it has fee simple marketable title to the CPS Property and has the full power and authority to grant the New TITF Easement to TITF. CPS will defend the title of the CPS Property against the claims of all persons whomsoever. The New TITF Easement shall be binding upon CPS, its successors and assigns, and shall constitute a covenant running with the lands described in Exhibit "F" and shall inure to the benefit of TITF and its successors and assigns. The invalidity, in whole or in part, of any terms or any section, subsection, sentence, clause, phrase, word, or other provision of this Partial Termination of Easements and Grant of Easement shall not affect the remaining portions thereof. This Partial Termination of Easements and Grant of Easement shall be governed by the laws of the State of Florida as they may be amended from time to time. This Partial Termination of Easements and Grant of Easement may only be modified by a future writing executed by TITF and CPS, or their successors and assigns. CPS shall record this Partial Termination of Easements and Grant of Easement in the Public Records of Collier County, Florida, and CPS shall pay the documentary stamp tax, recording fees and all taxes and costs associated with this Partial Termination of Easements and Grant of Easement.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals the day and year first written above.

Commercial Properties Southwest, Inc., a Florida corporation

By: Margriet de Lange (SEAL)

MARGRIET DE LANGE

Type/print name

Title: PRESIDENT

(CORPORATE SEAL)

"CPS"

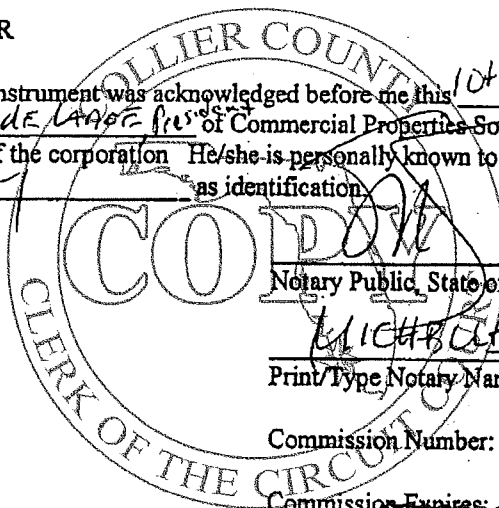
[Signature]
Witness
J. S. Kannensch
Print/Type Witness Name

[Signature]
Witness
MICHELLE BUCKLEY
Print/Type Witness Name

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 10th day of MARCH, 2004, by MARGRIET DE LANGE PERSONAL of Commercial Properties Southwest, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me, or has produced _____ as identification.

(Seal)



Notary Public, State of Florida

MICHELLE BUCKLEY
Print/Type Notary Name

Commission Number:

Commission Expires:



BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE
STATE OF FLORIDA

Tracy Peters
Witness
TRACY PETERS
Print/Type Witness Name

Judy Woodard
Witness
Judy Woodard
Print/Type Witness Name

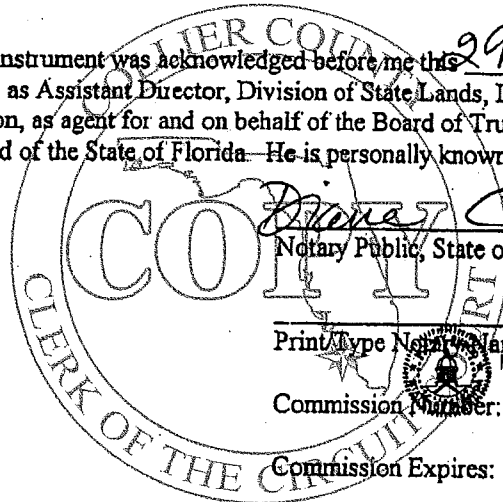
By: E. W. Wood
E. W. Wood, Assistant Director,
Division of State Lands, Department of
Environmental Protection

"THIF"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 29th day of March
2004, by E. W. Wood, as Assistant Director, Division of State Lands, Department of
Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal
Improvement Trust Fund of the State of Florida. He is personally known to me.

(Seal)



Diane C. Rogowski
Notary Public, State of Florida

Print/Type Notary Name: Diane C. Rogowski
MY COMMISSION # 00113320 EXPIRES
May 24, 2006
Commission Number: BONDED THRU TROY FAIR INSURANCE INC
Commission Expires:

Prepared by and return to:
Jeffrey S. Kammensohn, Esq.

Porter, Wright, Morris & Arthur
5801 Pelican Bay Blvd.
Suite 300
Naples, FL 34108

✓ OR: 3987 PG: 0488 ✓

Return To:
American Home Title
6703 North Himes Avenue
Tampa, Florida 33614

EXHIBIT "A"
to Termination of
Easements and Grant
of Easement

2449166 OR: 2524 PG: 3414
RECORDED IN OFFICIAL RECORDS OF COLLIER COUNTY, FL
03/18/1999 at 11:06AM DWIGHT E. BROCK, CLERK
COMB 3125000.00
REC FEE 60.00
DOC-.70 35875.00

WARRANTY DEED
(STATUTORY FORM - SECTION 689.02, F.S.)

Retn:
AMERICAN HOME TITLE INSURANCE
6703 N HIMES AVE
TAMPA FL 33614

Mitch THIS INDENTURE, made this 15 day
A.D. 1999, between, John F. Stanley, as Trustee
of the Lely Lakes Land Trust Dated September 23, 1998, whose post office
address is 2660 Airport Road South, Naples, Florida 34112, of the County of
Collier in the State of Florida, grantor, and the BOARD OF TRUSTEES OF
THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF
FLORIDA, whose post office address is c/o Florida Department of
Environmental Protection, Division of State Lands, 3900 Commonwealth
Boulevard, Mail Station 115, Tallahassee, FL 32399-3000, grantee,

R = 820001

(Wherever used herein the terms "grantor" and "grantee" include
all the parties to this instrument and their heirs, legal
representatives, successors and assigns. "Grantor" and "grantee"
are used for singular and plural, as the context requires and the use
of any gender shall include all genders.)

WITNESSETH: That the said grantors, for and in consideration of the sum of Ten Dollars and other good and valuable
considerations, to said grantors in hand paid by said grantee, the receipt whereof is hereby acknowledged, have granted, bargained
and sold to the said grantee, and grantee's successors and assigns forever, the following described land situate, lying and being in
Collier County, Florida, to-wit:

See Exhibit "A" attached hereto and by reference made a part hereof.

Property Appraiser's Parcel Identification Number: 00730640002 (parcel 135)
00730720003 (parcel 203)
00439680004 (parcel 213)
00439760005 (parcel 216)
00439800004 (parcel 214)

The Grantor herein reserves unto itself and its successors and assigns perpetual, non-exclusive easements (the
"Easements") for ingress and egress over and across the property described in Exhibits "B-1" and "B-2" attached hereto
and by reference made a part hereof, the terms and conditions of said reservation being more fully set forth in said Exhibit
"B."

The Grantor also reserves unto itself and its successors and assigns a temporary, non-exclusive easement for access to a
monitoring well, over and across the property described in Exhibit "C-1" attached hereto, and by reference made a part
hereof, the terms and conditions of said reservation being more fully set forth in said Exhibit "C."

This conveyance is subject to easements, restrictions, limitations and conditions of record if any now exist, but any such
interests that may have been terminated are not hereby re-imposed.

This property is not the homestead property of the grantor, nor contiguous to homestead property, as such homestead is
defined under Florida law.

AND the said grantors do hereby fully warrant the title to said land, and will defend the same against the lawful claims of
all persons whomsoever.

IN WITNESS WHEREOF the grantors have hereunto set grantors' hands and seals, the day and year first above written.

Signed, sealed and delivered in
the presence of:

Rebecca Jane McKay
(Signature of First Witness)

John F. Stanley, Trustee
John F. Stanley, as Trustee of the Lely Lakes Land Trust
Dated September 23, 1998

Rebecca Jane McKay
(Printed, Typed or Stamped Name
of First Witness)

Jacquelyne Farrell
(Signature of Second Witness)

Jacquelyne Farrell
(Printed, Typed or Stamped Name
of Second Witness)

ADF74506231

OR: 3532 PG: 4094
OR: 3987 PG: 0489

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 15th day of March, 1999, by John F. Stanley, Trustee of the Lely Lakes I and Trust Dated September 23, 1998. Such person (Notary Public must check applicable box):

- is personally known to me.
- produced a driver license.
- produced _____ as identification.

Rebecca Jana McKay
Notary Public

(NOTARY PUBLIC SEAL)

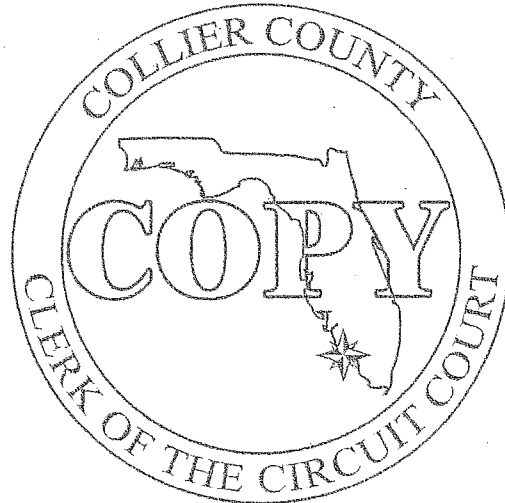


REBECCA JANE MCKAY
My Comm Exp. 3/18/99
Bonded By Service Ins
No. CC437951

Personally Known Other I.D.

Rebecca Jana McKay
(Printed, Typed or Stamped Name of Notary Public)

Commission No.: CC437951



✓ OR: 3532 PG: 4095 ✓
✓ OR: 3987 PG: 0490 ✓

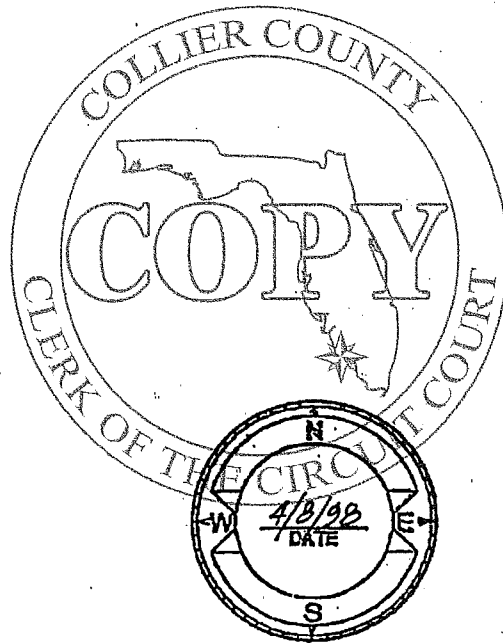
APPROVED
AS TO FORM AND LEGALITY

JUL 28 1999

By: Peter Fedor
(DEP Attorney)

"EXHIBIT A"

The Northwest quarter of the Southeast quarter; and the South half of the North half of the Northeast quarter of the Southeast quarter; and the North half of the Northeast quarter of the Northeast quarter of the Southeast quarter; and the North half of the Northwest quarter of the Northeast quarter of the Southeast quarter; and the Southeast quarter of the Northeast quarter; all in Section 5, Township 51 South, Range 26 East, Collier County, Florida.



Rookery Bay
Parcel 135

OR: 3532 PG: 4096 ✓
OR: 3987 PG: 0491 ✓

EXHIBIT "A"

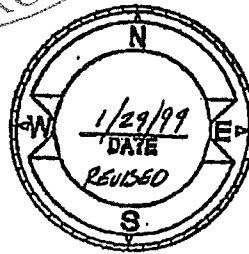
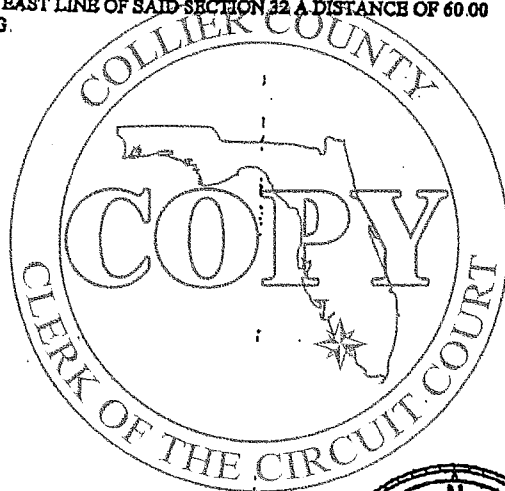
THE SOUTHWEST ONE-QUARTER (SW 1/4) OF THE NORTHEAST ONE-QUARTER (NE 1/4) AND THE NORTHWEST ONE-QUARTER (NW 1/4) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SECTION 5, TOWNSHIP 51 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA.

TOGETHER WITH THE FOLLOWING 60.00 FOOT WIDE EASEMENTS FOR INGRESS AND EGRESS;

THE SOUTH 60.00 FEET OF SECTION 32, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA; AND THE EAST 60.00 FEET OF SAID SECTION 32, LYING SOUTH OF TRAIL ACRES UNIT 3, A SUBDIVISION RECORDED IN FLAT BOOK 3 PAGE 94 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA;

AND

A 60.00 FOOT WIDE STRIP OF LAND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 45, BLOCK THREE OF TRAIL ACRES UNIT 3, A SUBDIVISION RECORDED IN FLAT BOOK 3, PAGE 94 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, RUN N 87°34'19" W ALONG THE SOUTHERLY LINE OF SAID SUBDIVISION 1003.95 FEET TO THE PERMANENT REFERENCE MONUMENT INDICATED ON THE PLAT OF SAID SUBDIVISION; THENCE N 39°01'39" W ALONG THE SOUTHWESTERLY LINE OF SAID SUBDIVISION 962.19 FEET TO THE SOUTHEASTERLY CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2312, PAGE 2720 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE ALONG THE LINES OF SAID LANDS S 50°58'21" W 200.00 FEET; THENCE N 39°04'51" W 430.00 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF SOUTHWEST BOULEVARD; THENCE S 50°55'09" W ALONG SAID LINE 60.00 FEET; THENCE S 39°04'51" E 489.94 FEET; THENCE N 50°58'21" E 199.94 FEET; THENCE S 39°01'39" E 929.25 FEET; THENCE S 87°34'19" E 1030.88 FEET TO THE EAST LINE OF SAID SECTION 32; THENCE N 02°32'54" E ALONG THE EAST LINE OF SAID SECTION 32 A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.



Rookery Bay / Lely Lakes
Parcel 203

OR: 3532 PG: 4097 ✓
OR: 3987 PG: 0492 ✓

EXHIBIT "A"

ALL OF SECTION 31, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA. EXCEPTING AND RESERVING THE FOLLOWING:

PARCEL "A"

BEGINNING AT THE SW CORNER OF SECTION 31, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, THENCE NORTH 00°01'00" WEST ALONG THE WEST SECTION LINE OF SAID SECTION 31, 3332.94 FEET; THENCE LEAVING SAID SECTION LINE SOUTH 12°07'00" EAST ALONG THE ADJUSTED ORIGINAL MEANDER LINE, ACCORDING TO THE OFFICIAL TOWNSHIP PLAT OF 1876 AS RESURVEYED BY THE BUREAU OF LAND MANAGEMENT (BLM) IN 1967, A DISTANCE OF 382.14 FEET; THENCE CONTINUING ALONG SAID MEANDER LINE SOUTH 39°52'00" EAST, 456.62 FEET; THENCE CONTINUING ALONG SAID MEANDER LINE SOUTH 21°34'00" EAST, 598.62 FEET; THENCE CONTINUING ALONG SAID MEANDER LINE SOUTH 00°16'00" EAST, 428.34 FEET; THENCE CONTINUING ALONG SAID MEANDER LINE SOUTH 22°08'00" WEST, 599.28 FEET; THENCE CONTINUING ALONG SAID MEANDER LINE SOUTH 13°51'00" WEST, 429.66 FEET; THENCE CONTINUING ALONG SAID MEANDER LINE SOUTH 17°44'00" WEST, 717.42 FEET; THENCE CONTINUING ALONG SAID MEANDER LINE SOUTH 06°40'00" WEST, 297.66 FEET TO A POINT ON THE SOUTH LINE OF SECTION 31; THENCE SOUTH 89°57'00" WEST ALONG SAID SOUTH LINE OF SECTION 31, A DISTANCE 307.56 FEET TO THE SW CORNER OF SECTION 31 AND THE POINT OF BEGINNING.

PARCEL "B"

BEGINNING AT THE MEANDER CORNER MARKING THE SOUTHWEST CORNER OF GOVERNMENT LOT 3, SECTION 31, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, ACCORDING TO THE OFFICIAL TOWNSHIP PLAT OF 1876 AS RESURVEYED BY THE BUREAU OF LAND MANAGEMENT (BLM) IN 1967, SAID MEANDER CORNER BEING 307.56 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION AND TOWNSHIP; THENCE RUN NORTH 6°40' EAST, ALONG SAID MEANDER LINE OF THE 1876 SURVEY AS ADJUSTED BY THE BLM IN 1967, FOR 297.66 FEET TO A SPECIAL MEANDER CORNER SET BY BLM IN 1967; THENCE RUN NORTH 17°44' EAST, STILL ALONG SAID ADJUSTED MEANDER LINE, FOR 151.63 FEET; THENCE NORTH 89°57' EAST, FOR 345.61 FEET; THENCE SOUTH 0°03' EAST, FOR 440 FEET, TO THE SOUTH LINE OF SAID SECTION AND TOWNSHIP; THENCE SOUTH 89°57' WEST, ALONG SAID SOUTH LINE FOR 426.73 FEET TO THE POINT OF BEGINNING;

PARCEL "C"

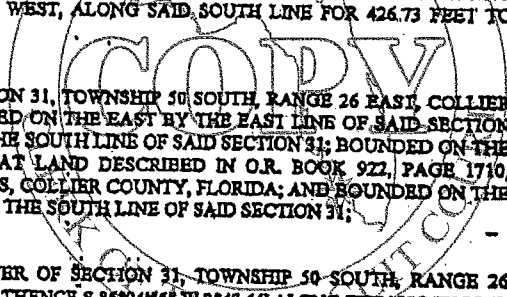
THE SOUTH 40.00 ACRES OF SECTION 31, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, BEING BOUNDED ON THE EAST BY THE EAST LINE OF SAID SECTION 31; BOUNDED ON THE SOUTH BY THE SOUTH LINE OF SAID SECTION 31; BOUNDED ON THE WEST BY THE EAST LINE OF THAT LAND DESCRIBED IN O.R. BOOK 922, PAGE 1710, COLLIER COUNTY PUBLIC RECORDS, COLLIER COUNTY, FLORIDA; AND BOUNDED ON THE NORTH BY A LINE PARALLEL WITH THE SOUTH LINE OF SAID SECTION 31;

PARCEL "D"

BEGIN AT THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, THENCE S 86°04'33" W 2243.44' ALONG THE NORTH LINE OF SAID SECTION 31 TO THE WEST LINE OF A 110' WIDE FLORIDA POWER & LIGHT RIGHT-OF-WAY, RECORDED IN OFFICIAL RECORD BOOK 194, PAGE 601 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE S 01°35'00" W 1854.75' ALONG THE WEST LINE OF SAID RIGHT-OF-WAY LINE; THENCE LEAVING SAID RIGHT-OF-WAY LINE S 89°29'19" E 2788.21' TO THE EAST LINE OF SAID SECTION 31; THENCE N 02°43'35" E 2075.63' ALONG THE EAST LINE OF SAID SECTION 31 TO THE POINT OF BEGINNING.

Rockery Bay / Ledy Lakes
Parcel 213
Sheet 1 of 2
Revised

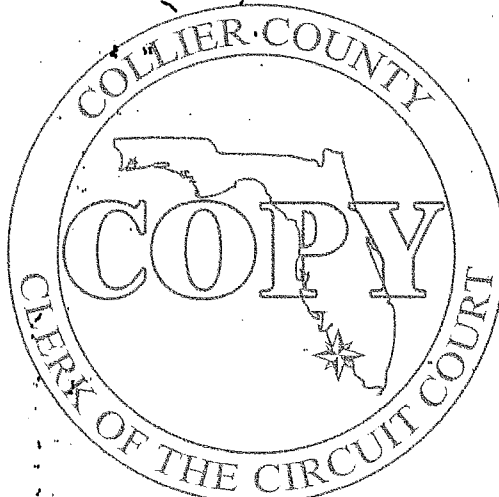
ESM APPROVED
By J.A. Date 3/12/99



OR: 3532 PG: 4098 ✓
OR: 3987 PG: 0493 ✓

PARCEL "E"
 COMMENCING AT THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF SAID SECTION 31 N 00°19'35" E 3702.84 FEET TO A POINT OF BEGINNING; THENCE CONTINUE N 00°19'35" E ALONG SAID SECTION LINE 1152.07 FEET TO THE NORTHWEST CORNER OF SAID SECTION 31; THENCE N 86°04'55" E ALONG THE NORTH LINE OF SAID SECTION 31 A DISTANCE OF 1919.18 FEET TO A POINT WHICH INTERSECTS THE WESTERLY LINE OF A 110 FOOT WIDE FLORIDA POWER AND LIGHT RIGHT-OF-WAY EASEMENT, AS RECORDED IN O.R. BOOK 194, PAGES 601-602, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE S 01°35'00" W ALONG SAID WESTERLY LINE 179.06 FEET TO A POINT; THENCE LEAVING SAID WESTERLY LINE N 89°27'15" W 508.31 FEET TO A POINT; THENCE S 70°33'22" W 1109.51 FEET TO A POINT; THENCE N 90°00'00" W 307.62 FEET TO A POINT; THENCE S 00°19'55" W 740.00 FEET TO A POINT; THENCE N 89°40'05" W 50.00 FEET TO THE POINT OF BEGINNING.

PARCEL "F"
 COMMENCING AT THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF SAID SECTION 31 S 86°04'55" W 2843.44 FEET TO A POINT WHICH INTERSECTS THE WEST LINE OF A 110 FOOT WIDE FLORIDA POWER AND LIGHT RIGHT-OF-WAY EASEMENT, AS RECORDED IN OFFICIAL RECORD BOOK 194, PAGES 601-602 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE ALONG SAID WESTERLY LINE S 01°35'00" W 1854.75 FEET; THENCE LEAVING SAID WESTERLY LINE S 89°29'19" E 558.68 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 89°29'19" E 2229.53 FEET TO THE EAST LINE OF SAID SECTION 31; THENCE ALONG SAID EAST LINE S 62°43'35" W 259.86 FEET; THENCE LEAVING SAID EAST LINE S 83°30'57" W 1548.71 FEET; THENCE N 56°10'37" W 816.27 FEET TO THE POINT OF BEGINNING.



BSM APPROVED
 By J.A. Date 3/2/99

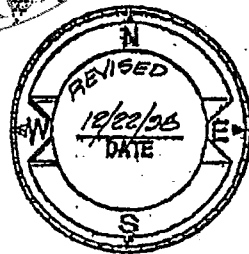
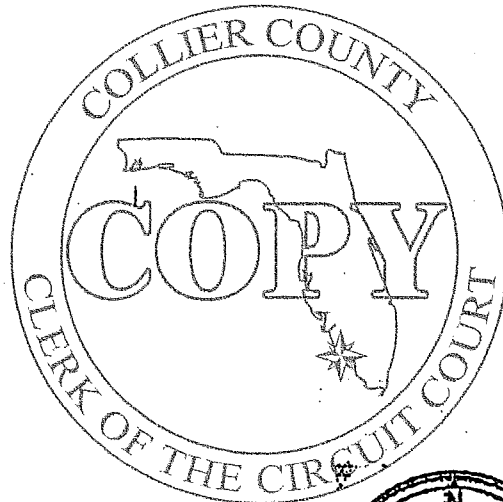
Rookery Bay / Ledy Lakes
 Parcel 213
 Sheet 2 of 2
 Revised

✓
 ✓
 ✓
 OR: 3532 PG: 4099
 OR: 3987 PG: 0494
 ✓

"EXHIBIT A"

BEGINNING AT THE SW CORNER OF SECTION 31, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, THENCE NORTH 00°01'00" WEST ALONG THE WEST SECTION LINE OF SAID SECTION 31, 3338.94 FEET; THENCE LEAVING SAID SECTION LINE SOUTH 82°07'00" EAST ALONG THE ADJUSTED ORIGINAL MEANDER LINE, ACCORDING TO THE OFFICIAL TOWNSHIP PLAT OF 1876 AS RESURVEYED BY THE BUREAU OF LAND MANAGEMENT (BLM) IN 1967, A DISTANCE OF 382.14 FEET; THENCE CONTINUING ALONG SAID MEANDER LINE SOUTH 39°52'00" EAST, 456.62 FEET; THENCE CONTINUING ALONG SAID MEANDER LINE SOUTH 21°34'00" EAST, 598.62 FEET; THENCE CONTINUING ALONG SAID MEANDER LINE SOUTH 00°16'00" EAST, 428.34 FEET; THENCE CONTINUING ALONG SAID MEANDER LINE SOUTH 22°08'00" WEST, 599.28 FEET; THENCE CONTINUING ALONG SAID MEANDER LINE SOUTH 13°51'00" WEST, 429.66 FEET; THENCE CONTINUING ALONG SAID MEANDER LINE SOUTH 17°44'00" WEST, 717.42 FEET; THENCE CONTINUING ALONG SAID MEANDER LINE SOUTH 06°40'00" WEST, 297.66 FEET TO A POINT ON THE SOUTH LINE OF SECTION 31; THENCE SOUTH 39°57'00" WEST ALONG SAID SOUTH LINE OF SECTION 31, A DISTANCE 307.56 FEET TO THE SW CORNER OF SECTION 31 AND THE POINT OF BEGINNING.

LESS AND EXCEPT; ALL LANDS LYING BELOW THE MEAN HIGH WATER LINE OF SAND HILL BAY.



Rookery Bay / Lely Lakes
Parcel 214

OR: 3532 PG: 4100 ✓
OR: 3987 PG: 0495 ✓

"EXHIBIT A"

THE SOUTH 40.00 ACRES OF SECTION 31, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, BEING BOUNDED ON THE EAST BY THE EAST LINE OF SAID SECTION 31; BOUNDED ON THE SOUTH BY THE SOUTH LINE OF SAID SECTION 31; BOUNDED ON THE WEST BY THE EAST LINE OF THAT LAND DESCRIBED IN O.R. BOOK 922, PAGE 1710, COLLIER COUNTY PUBLIC RECORDS, COLLIER COUNTY, FLORIDA; AND BOUNDED ON THE NORTH BY A LINE PARALLEL WITH THE SOUTH LINE OF SAID SECTION 31.

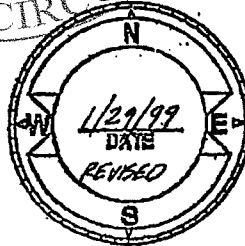
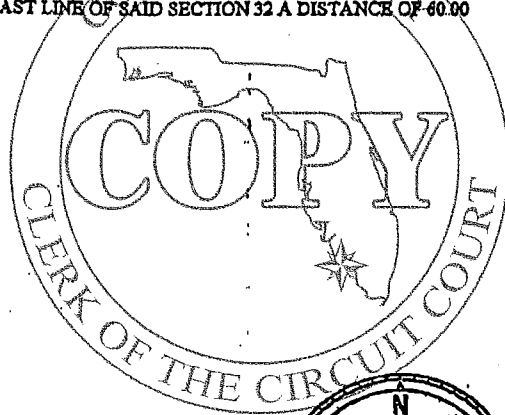
TOGETHER WITH THE FOLLOWING 60.00 FOOT WIDE EASEMENTS FOR INGRESS AND EGRESS;

THE SOUTH 60.00 FEET OF SECTION 32, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA; AND THE EAST 60.00 FEET OF SAID SECTION 32, LYING SOUTH OF TRAIL ACRES UNIT 3, A SUBDIVISION RECORDED IN PLAT BOOK 3 PAGE 94 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA;

AND

A 60.00 FOOT WIDE STRIP OF LAND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 45, BLOCK THREE OF TRAIL ACRES UNIT 3, A SUBDIVISION RECORDED IN PLAT BOOK 3, PAGE 94 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, RUN N 87°34'19" W ALONG THE SOUTHERLY LINE OF SAID SUBDIVISION 1003.95 FEET TO THE PERMANENT REFERENCE MONUMENT INDICATED ON THE PLAT OF SAID SUBDIVISION; THENCE N 39°01'39" W ALONG THE SOUTHWESTERLY LINE OF SAID SUBDIVISION 962.19 FEET TO THE SOUTHEASTERLY CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2312, PAGE 2770 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE ALONG THE LINES OF SAID LANDS S 50°58'21" W 200.00 FEET; THENCE N 39°04'51" W 430.00 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF SOUTHWEST BOULEVARD; THENCE S 50°55'09" W ALONG SAID LINE 60.00 FEET; THENCE S 39°04'51" E 489.94 FEET; THENCE N 50°58'21" E 199.94 FEET; THENCE S 39°01'39" E 929.25 FEET; THENCE S 87°34'19" E 1030.88 FEET TO THE EAST LINE OF SAID SECTION 32; THENCE N 02°32'54" E ALONG THE EAST LINE OF SAID SECTION 32 A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.



Rocky Bay / Lely Lakes Parcel 216

OR: 3532 PG: 4101 ✓
OR: 3987 PG: 0496 ✓

EXHIBIT "B"

RESERVING unto Grantor, its successors and assigns, Perpetual non-exclusive Easements (the "Easements") for Ingress and Egress over and across the property described in Exhibits "B-1" and "B-2" attached hereto (hereinafter "the Servient Estate"). The Easements reserved for the benefit of Grantor, its successors and assigns, as owner of the adjacent property (hereinafter "the Dominant Estate") are perpetual, non-exclusive easements for ingress and egress over the Servient Estate, upon the following terms and conditions:

1. Character of the Easement. The Easements are perpetual, non-exclusive and appurtenant, and shall run with the title to the Dominant Estate for the benefit of Grantor, its successors, assigns, tenants, invitees and licensees.

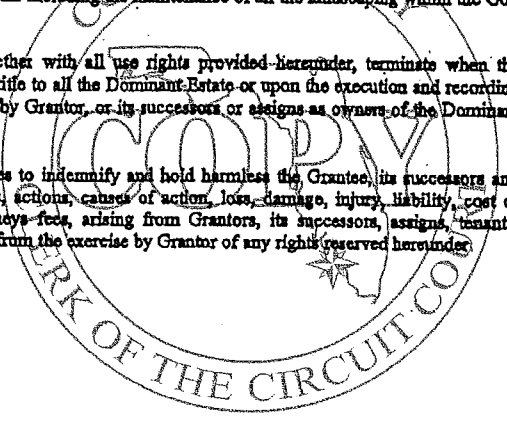
2. Description of the Easement. The Easements reserved hereunder are further described as follows:

(a) An Easement for right-of-way purposes and access for ingress and egress over, across and through the property described in Exhibit "B-1" (the "Service Road Easement"), for service vehicles and maintenance personnel and equipment use in relation to the operation of Golf facilities (the Golf Courses) located on the Dominant Estate. Included in the Service Road Easement shall be a right to construct, maintain and repair a paved roadway to be developed within the easement area. Other provisions herein contained notwithstanding, provided that Grantor, its successors and assigns, owns any portion of the Dominant Estate, Grantor, its successors and assigns, shall have the right to operate, maintain and repair any portion of the Service Road Easement including the maintenance of all the landscaping within said Easement; and

(b) An easement for Golf Cart right-of-way purposes and access for ingress and egress through that portion of the property described in Exhibit "B-2" (the "Golf Cart Easement") for the benefit of the Dominant Estate, for the purpose of access to and from the Golf Courses by Golf Course members, and their invitees and guests, and having the proper use thereof; it being the purpose of the Golf Cart Easement that members of the public wishing to play golf shall have the enjoyment of the Golf Cart Easement for ingress and egress for the purposes of accessing the starting tees of the Golf Courses during the time of day that said Golf Courses are open for play. Included in the Golf Cart Easement shall be the right to construct permanent, paved and raised cart paths within the easement area. Grantor, its successors and assigns, shall have the right to construct, operate, maintain and repair any portion of the cart paths including the maintenance of all the landscaping within the Golf Cart Easement.

3. Termination. The Easements, together with all use rights provided hereunder, terminate when the Grantee or its successors or assigns, obtains title to all the Dominant Estate or upon the execution and recording of a Termination of the Easements executed by Grantor, or its successors or assigns as owners of the Dominant Estate.

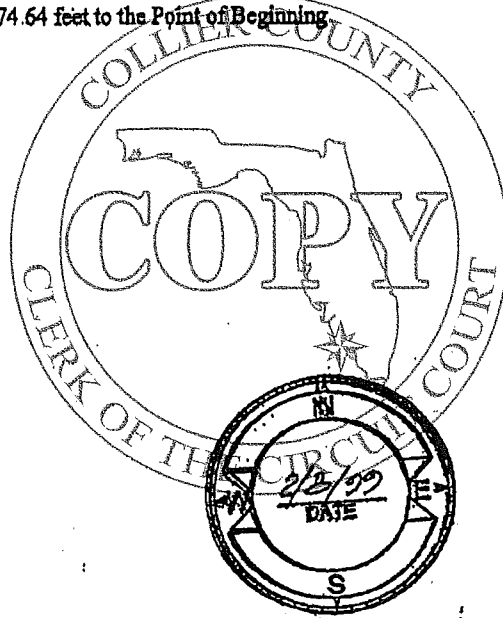
4. Indemnification. The Grantor agrees to indemnify and hold harmless the Grantee, its successors and assigns from and against any and all claims, actions, causes of action, loss, damage, injury, liability, cost or expense, including without limitation attorneys' fees, arising from Grantors, its successors, assigns, tenants, invitees or licensees use of the Easements or from the exercise by Grantor of any rights reserved hereunder.



✓ OR: 3532 PG: 4102 ✓
✓ OR: 3987 PG: 0497 ✓

A 65.00 foot wide strip of land lying in Section 31, Township 50 South, Range 26 East, Collier County, Florida, being more particularly described as follows:

Commencing at the southeast corner of Section 31, Township 50 South, Range 26 East, Collier County, Florida; run along the east line of said Section 31, North 02°48'47" East 1820.19 feet to the Point of Beginning; thence North 57°44'24" West 402.71 feet to a point of curvature; thence 232.38 feet along the arc of a curve concave to the northeast, having a radius of 220.00 feet, a central angle of 60°31'16", a chord of 221.73 feet, bearing North 27°28'46" West to a point of tangency; thence North 02°46'52" East 406.09 feet to a point of curvature; thence 173.25 feet along the arc of curve concave to the southwest having a radius of 100.00 feet, a central angle of 99°15'55", a chord of 152.38 feet, bearing North 46°51'05" West to a point of tangency; thence South 83°30'57" West 975.57 feet; thence North 56°10'37" West 939.04 feet; thence South 89°29'19" East 118.36 feet; thence South 56°10'37" East 816.27 feet; thence North 83°30'57" East 951.71 feet to a point of curvature; thence 285.86 feet along the arc of a curve concave to the southwest, having a radius of 165.00 feet, a central angle of 99°15'55", a chord of 251.43 feet, bearing South 46°51'05" East to a point of tangency; thence South 02°46'52" West 406.09 feet to a point of curvature; thence 163.73 feet along the arc of a curve concave to the northeast, having a radius of 155.00 feet, a central angle of 60°31'16", a chord of 156.22 feet, bearing South 27°28'46" East; thence South 57°44'24" East 366.01 feet to the east line of said section 31; thence along the east line of said section 31 South 02°48'47" West 74.64 feet to the Point of Beginning

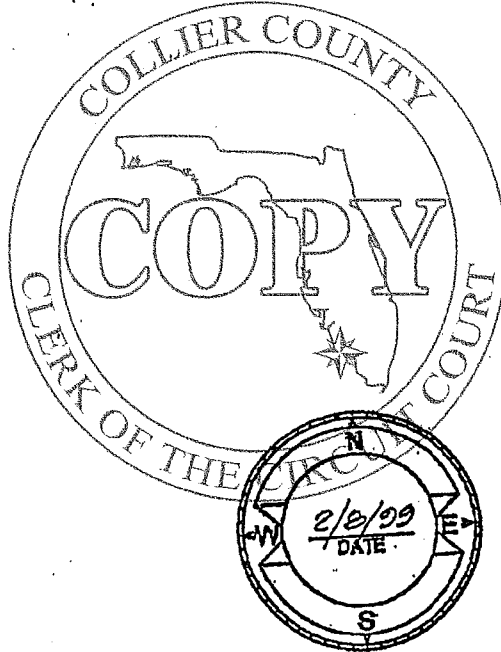


Rocky Bay
Parcel 213
"Subject To" easement
Revision

OR: 3532 PG: 4103 ✓
OR: 3987 PG: 0498 ✓

A 45.00 foot wide strip of land lying in Section 31, Township 50 South, Range 26 East, Collier County, Florida, being more particularly described as follows:

Commencing at the southeast corner of Section 31, Township 50 South, Range 26 East, Collier County, Florida; run along the east line of said Section 31, North 02°48'47" East 2076.18 feet to the Point of Beginning; thence North 57°44'24" West 13.46 feet to a point of curvature; thence 108.46 feet along the arc of a curve concave to the northeast, having a radius of 155.00 feet, a central angle of 40°05'29", a chord of 106.26 feet, bearing North 37°41'40" West to a point of tangency; thence North 17°38'55" West 273.07 feet to a point of curvature; thence 106.77 feet along the arc of curve concave to the northeast having a radius of 305.00 feet, a central angle of 20°03'27", a chord of 106.23 feet, bearing North 07°37'12" West to a point of tangency; thence North 02°24'32" East 318.72 feet; thence North 83°30'57" East 45.55 feet; thence South 02°24'32" West 325.76 feet to a point of curvature; thence 91.02 feet along the arc of a curve concave to the northeast, having a radius of 260.00 feet, a central angle of 20°03'27", a chord of 90.55 feet, bearing South 07°37'12" East to a point of tangency; thence South 17°38'55" East 273.07 feet to a point of curvature; thence 64.60 feet along the arc of a curve concave to the northeast, having a radius of 110.00 feet, a central angle of 33°38'58", a chord of 63.68 feet, bearing South 34°28'24" East, to the east line of said section 31; thence along the east line of said section 31 South 02°48'47" West 52.47 feet to the Point of Beginning.

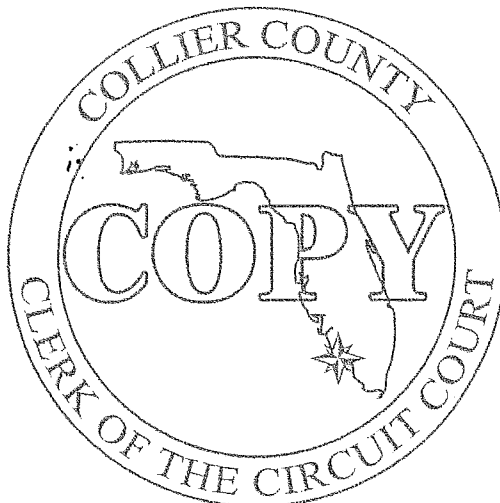


Rookery Bay
Parcel 213
"Subject To" easement
Revision

OR: 3532 PG: 4104 ✓
OR: 3987 PG: 0499 ✓

RESERVING unto Grantor, its successors and assigns, a temporary non-exclusive Easement (the "Monitoring Well Easement") for Ingress and Egress over and across the property described in Exhibit "C-1" attached hereto (hereinafter the "Servient Estate"). The Monitoring Well Easement reserved herein for the benefit of Grantor as owner of the adjacent property (the "Dominant Estate") is hereby reserved on the following terms and conditions:

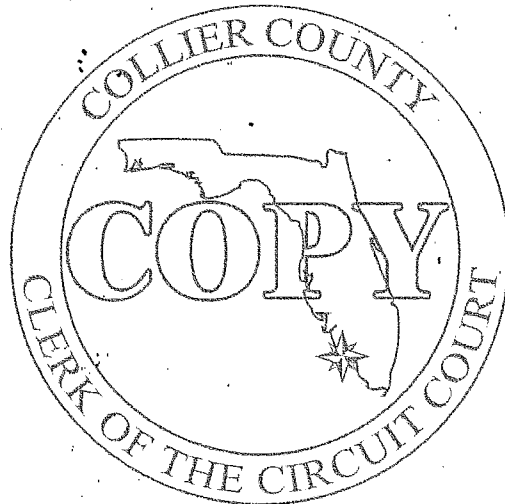
1. Character of the Easement. The Monitoring Well Easement is temporary, non-exclusive and appurtenant, and shall run with the title to the Dominant Estate for the benefit of Grantor, its successors, assigns, tenants, invitees and licensees.
2. Description of the Easement. The Monitoring Well Easement will be for the limited specific purpose of access to and maintenance of a ground water monitoring well, situated on the property herein conveyed.
3. Termination. The Monitoring Well Easement will terminate upon removal or abandonment of the ground water monitoring well, and Grantor shall have no further rights hereunder. The Grantor shall be required to record a release of easement in form and substance acceptable to Grantor terminating the easement. Upon Termination, the monitoring well shall be removed and the well will be filled or capped.
4. Indemnification. The Grantor agrees to indemnify and hold harmless the Grantee, its successors and assigns from and against any and all claims, actions, causes of action, loss, damage, injury, liability, cost or expense, including without limitation attorneys fees, arising from Grantors, its successors, assigns, tenants, invitees or licensees use of the Monitoring Well Easement or from the exercise by Grantor of any rights reserved hereunder.



✓ OR: 3532 PG: 4105 ✓
 ✓ OR: 3987 PG: 0500 ✓

A 10.00 foot wide strip of land for Water Monitoring Well access lying in the Northwest Quarter of Section 31, Township 50 South, Range 26 East, Collier County, Florida, being more particularly described as follows:

Commencing at the north quarter corner of Section 31, Township 50 South, Range 26 East, Collier County, Florida; run along the north line of the northwest quarter of said Section 31, South 86°04'55" West 462.13 feet to the west line of a 110.00 foot wide Florida Power and Light right-of-way, recorded in Official Record Book 194, Page 601 of the Public Records of Collier County, Florida; thence along said line South 01°35'00" West 344.65 feet to the Point Of Beginning; thence continue South 01°35'00" West 10.00 feet; thence North 88°25'00" West 55.00 feet; thence North 01°35'00" East 10.00 feet; thence South 88°25'00" East 55.00 feet to the Point of Beginning.



BSM APPROVED
By J.A. Date 2/25/99

Rookery Bay
Parcel 213
Water Monitoring Well Access Easement

Exhibit "A"
Page 13 of 13
Termination of Easements
and Grant of Easement

✓ OR: 3532 PG: 4106 ✓
✓ OR: 3987 PG: 0501 ✓

EXHIBIT "B"
to Termination of
Easements and Grant
of Easement

OR: 3532 PG: 4107

This Instrument Prepared by and
Please Return To:
Trisler, Kobza & Volpe
4001 Tansilani Trail North, Suite 330
Naples, Florida 34103

WARRANTY DEED
(STATUTORY FORM - SECTION 689.02, F.S.)

THIS INSTRUMENT, made this 20th day of April, A.D. 1998 between, Michael J. Volpe, as Trustee under the Beechwood Land Trust under Agreement dated May 26, 1993, as amended and restated by Agreement dated January 16, 1996 and further amended by Agreement dated July 31, 1996 of the County of Collier in the State of Florida, grantor, and the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, whose post office address is c/o Florida Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Boulevard, Mail Station 115, Tallahassee, FL 32399-3000, grantees,

R = 712.011

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and their heirs, legal representatives, successors and assigns. "Grantor" and "grantee" are used for singular and plural, as the context requires and the use of any gender shall include all genders.)

WITNESSETH: That the said grantors, for and in consideration of the sum of Ten Dollars and other good and valid considerations, to said grantees in hand paid by said grantees, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said grantees, and grantees successors and assigns forever, the following described land situate, lying and being Collier County, Florida, to-wit:

See Exhibit "A" attached hereto and by reference made a part hereof.

Property Appraiser's Parcel Identification Number: 00731000001, 00730920007 & 00731160002

This conveyance is subject to easements, restrictions, limitations and conditions of record if any now exist, but any interests that may have been terminated are not hereby re-imposed.

This property is not the homestead property of the grantor, nor contiguous to homestead property, as such homestead is defined under Florida law. Sec. 5.6-515-26E Sec. 32-505-26

AND the said grantors do hereby fully warrant the title to said land, and will defend the same against the lawful claim of all persons whatsoever.

IN WITNESS WHEREOF the grantors have hereunto set grantees' hands and seals, the day and year first above writ

Signed, sealed and delivered in the presence of:

Mary Jo Wyciurkowski
(Signature of First Witness)

Mary Jo Wyciurkowski
(Printed, Typed or Stamped Name of First Witness)

Dorothy K. Johnson
(Signature of Second Witness)

Nancy L. Vothers
(Printed, Typed or Stamped Name of Second Witness)

STATE OF Florida
COUNTY OF Collier

Michael J. Volpe
Michael J. Volpe as Trustee under the Beechwood Land Trust under Agreement dated May 26, 1993, as amended and restated by Agreement dated January 16, 1996 and further amended by Agreement dated July 31, 1996

2309043 OR: 2411 PG: 1316

RECORDED IN OFFICIAL RECORDS OF COLLIER COUNTY, FL
04/22/98 at 06:14AM BRIGGS J. BROCK, CLERK

COPIES 14325.00
FEE TAX 10.00
REC-70 3425.10

NOTARY
TERMINAL RECORDS BY AG
4901 TANTILANI TR N #330
NAPLES FL 34103

The foregoing instrument was acknowledged before me this 20th day of April, 1998, by Michael J. Volpe, as Trustee under the Beechwood Land Trust under Agreement dated May 26, 1993, as amended and restated Agreement dated January 16, 1996 and further amended by Agreement dated July 31, 1996. Such person (Notary Public must check applicable box):

NOT 142000 PG

is personally known to me.
 produced a driver license.
 produced _____ as identification

(NOTARY PUBLIC) MARY JO WYCIURKOWSKI
Notary Public - State of Florida
My Commission Expires Feb 16, 2000
Commission # CC87608

Mary Jo Wyciurkowski
Notary Public
Mary Jo Wyciurkowski
(Printed, Typed or Stamped Name of Notary Public)

AND LEGALITY

Commission No.: _____

OR: 3987 PG: 0502

*** OR: 2411 PG: 1317

Parcel 333

Exhibit "A"

All of Section 6, except the Southeast quarter (SE 1/4) of the Southeast quarter (SE 1/4), Township 51 South, Range 26 East, Collier County, Florida.

Northwest quarter (NW 1/4) of the Northwest quarter (NW 1/4) of Section 5, Township 51 South, Range 26 East, Collier County, Florida.

Southwest quarter (SW 1/4) of the Northwest one-quarter (NW 1/4) of Section 5, Township 51 South, Range 26 East, Collier County, Florida.

Together with a 60 foot ingress/egress easement:

All that part of Section 32, Township 50 South, Range 26 East, Collier County, Florida being more particularly described as follows:

Commencing at the Southwest corner of said Section 32; thence along the South line said Section 32 South 89°-41'-51" East 175.00 feet to the POINT OF BEGINNING the centerline of an easement for ingress-egress purposes lying 30.00 feet on each side of the hereinafter described centerline thence leaving the South line of said Section 3 North 0°-18'-09" East 180.02 feet; thence Northerly and Northeasterly 383.22 feet along the arc of a circular curve concave to the Southeast having a radius of 433.67 through a central angle of 50°-37'-51" and being subtended by a chord which bears North 25°-37'-05" East 370.87 feet; thence North 50°-56'-00" East 3030.00 feet to Southwesterly boundary of Trail Acres Unit No. 2 according to the plat thereof as recorded in P.B. 4, page 62, Public Records of Collier County, Florida and the plat ending of the centerline of easement herein described; the sides of said easement are lie on the South line of said Section 32, and the Southwesterly line of said Trail Acres Unit No. 2.

OR: 3532 PG: 4108

OR: 3987 PG: 0503

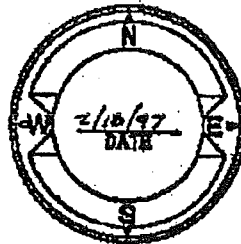


EXHIBIT "C"
to Termination of
Easements and Grant
of Easement

OR: 3532 PG: 4109

GRANT OF EASEMENT

17.00 + 2.50
35

EST JUL 17 AM 2
RECORDED

This document entered into and made effective this 7 day of July, 1987, is intended to establish and dedicate an easement over that certain parcel of real estate situate in Collier County, Florida, and legally described on Exhibit "A" attached hereto.

Said easement dedicated over the lands legally described on Exhibit "A" attached hereto shall be for the non-exclusive use and enjoyment for ingress and egress by motor vehicle and otherwise of the owners of that said parcel of real estate legally described on Exhibit "B" attached hereto and incorporated herein by reference and also for the non-exclusive use and enjoyment of the owners of that parcel of real estate legally described on Exhibit "C" attached hereto and incorporated herein by reference, the present owners of which are the parties dedicating this easement.

Said easement as described on Exhibit "A" hereto shall be 60' in width, and so long as same continues to provide ingress and egress to the property legally described on Exhibit "B" hereto, the owners of parcel "C" may move and alter the location of said easement at their discretion without the consent of the parties hereto or the successors or assigns of the parties hereto.

The easement hereby dedicated for ingress and egress over and across the real estate described in Exhibit "A" hereto shall terminate and be of no further force and effect automatically and without any other act or deed of any party whatsoever, simultaneously upon public access over publicly dedicated streets for ingress and egress being established and dedicated to said real estate described on Exhibit "B" at any point along the northerly boundary thereof, at any point where same is in common with the southerly boundary of the real estate described in Exhibit "C" hereto.

The undersigned owners in fee simple of the real estate described on Exhibit "C" hereto do hereby establish and dedicate an easement for ingress and egress by motor vehicle and otherwise over and across the real estate described on Exhibit "A" hereto according to and subject to the terms and conditions of this document, which easement shall run with the land and be binding upon the heirs, successors and assigns of the owners and encumbrancers of the subject premises until such time as the owners of the real estate legally described on Exhibit "B" hereto have gained access by public roadway in the manner herein described and at such time same shall terminate as herein provided.

IN WITNESS WHEREOF the undersigned dedicators and owners of the real estate described on Exhibit "C" hereto have hereto caused this document to be executed this 7 day of July, 1987.

Witnesses:

Caroline M. Crayden
Richard L. Kinas

LELY DEVELOPMENT CORPORATION, a Texas Corporation

By *Richard L. Kinas* President

Received \$.55 Documentary Allocated (PHRASE SEAL)
Received \$ N/A City & County Personal Property Tax

STATE OF FLORIDA COLLIER COUNTY CLERK OF COURTS
COUNTY OF COLLIER BY *Richard L. Kinas* 4-7-87

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments personally appeared Richard L. Kinas, to me known to be the President of LELY DEVELOPMENT CORPORATION, a Texas Corporation, and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 7 day of July, 1987.

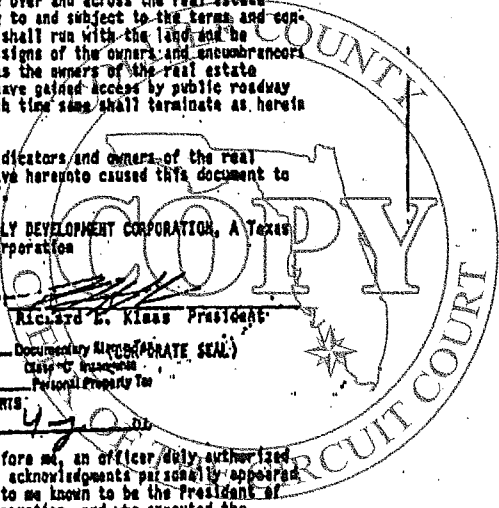
My Commission Expires

Caroline M. Crayden
NOTARY PUBLIC

Notary Seal
Notary Public
Notary Seal
Notary Seal
Notary Seal

801282

001786



OR: 3987 PG: 0504

POOR QUALITY ORIGINAL

OR: 3532 PG: 4110

EXHIBIT A

WILSON - MILLER - BARTON - GOLL & PEEK, INC.
ENGINEERS PLANNERS SURVEYORS
1222 AIRPORT, PALM BEACH, FLORIDA 33410

Description of part of Section 32, Township 50 South,
Range 26 East, Collier County, Florida
Proposed 60' Ingress-Egress Easement
(not surveyed)



All that part of Section 32, Township 50 South, Range 26 East,
Collier County, Florida being more particularly described as
follows:

Commencing at the southwest corner of said Section 32;
thence along the south line of said Section 32 South 89°-31'-51"
East 175.00 feet to the POINT OF BEGINNING of the centerline of an
easement for ingress-egress purposes lying 10.00 feet on each side
of the hereinafter described centerline
thence leaving the south line of said Section 32 North
0°-18'-09" East 180.02 feet;
thence northerly and northeasterly 383.77 feet along the arc
of a circular curve concave to the southeast having a radius
of 433.67 feet through a central angle of 50°-37'-51" and
being subtended by a chord which bears North 25°-37'-05" East
370.87 feet;
thence North 50°-56'-00" East 3036.00 feet to the
southwesterly boundary of Trail Acres Unit No. 2 according to
the plat thereof as recorded in P.B. 4, page 62, Public
Records of Collier County, Florida and the place of ending of
the centerline of easement herein described;
the sides of said easement are to lie on the south line of said
Section 32, and the southwesterly line of said Trail Acres Unit
No. 2;
subject to easements and restrictions of record;
bearings are based on Trail Acres Plans.

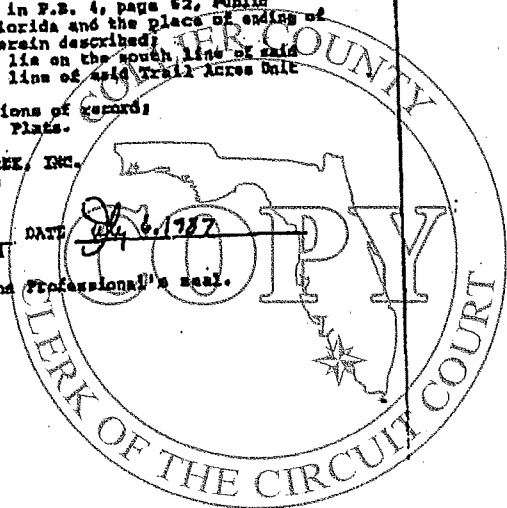
WILSON, MILLER, BARTON, GOLL & PEEK, INC.
Reg. Engineers and Land Surveyors

By *John G. Boutwell*
John G. Boutwell, P.E.S. #1934

DATE July 6, 1987

Not valid unless embossed with the Professional's seal.

7815
30-54 (JMK:kd 7-8/sana)
July 6, 1987



POOR QUALITY ORIGINAL

OR: 3987 PG: 0505

001208
~~XXXXXXXX~~

001700
~~XXXX~~

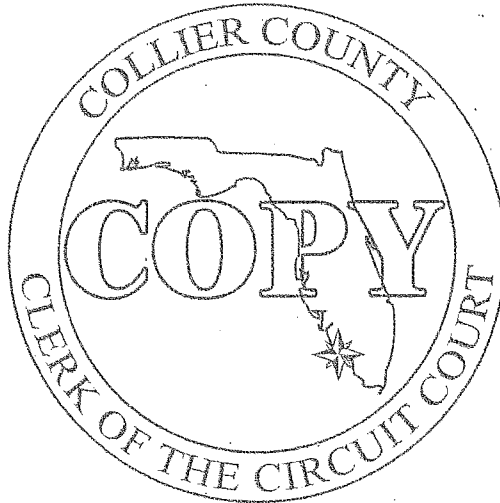
OR: 3532 PG: 4111

EXHIBIT "B"

The West one-half (W $\frac{1}{2}$) of the Northwest one-quarter (NW $\frac{1}{4}$) of Section 5,
Township 51 South, Range 26 East, Collier County, Florida.

AND,

All of Section 6, Township 51 South, Range 26 East, Less the Southeast
one-quarter (SE $\frac{1}{4}$) of the Southeast one-quarter (SE $\frac{1}{4}$), Collier County,
Florida.



✓ OR: 3987 PG: 0506 ✓

091202

091784

EXHIBIT C

PAGE

OR: 3532 PG: 4112

As to Parcel 1:

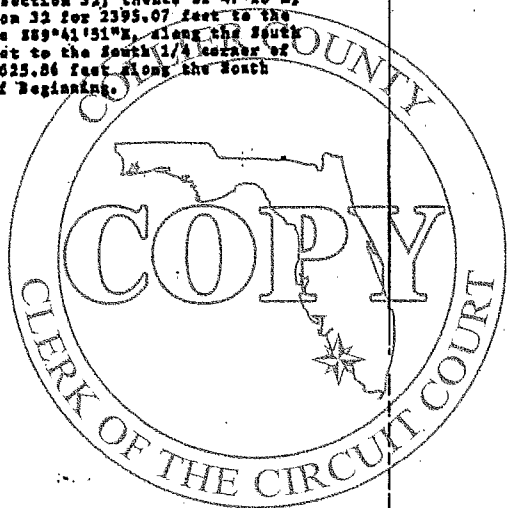
The southwest 1/4 of the Northeast 1/4 of Section 5, Township 51 South, Range 26 East, Collier County, Florida.

As to Parcel 2:

The Northwest 1/4 of the Northeast 1/4 of Section 5, Township 51 South, Range 26 East, Collier County, Florida.

As to Parcel 3:

Beginning at the Southeast corner of Section 32, Township 50 South, Range 26 East, Collier County, Florida, run N1°23'25"W, along the East boundary of Section 32 a distance of 1912.10 feet to the Southeast corner of a vacated portion of Trail Acres Unit No. 3, as recorded in Plat Book 2, page 94, Public Records of Collier County, Florida; thence run N 87°37'02"W, for 1005.44 feet along the South boundary of said vacated portion of Trail Acres Unit No. 3; thence N19°04'00"W, for 962.76 feet along the Southwesterly boundary of Trail Acres Unit No. 3; thence S30°36'00"W, for 200 feet; thence N 39°04'00"W, for 430 feet to a point on the Southeastery Right-of-Way of Southwest Boulevard as shown on the Plat of Trail Acres Subdivision as recorded in Plat Book 2, page 58, of the said Public Records; thence S50°36'00"W, for 762.43 feet along the Southeastery Right-of-Way line of Southwest Boulevard to a point of the Southwesterly line of Trail Acres Unit No. 2 as recorded in Plat Book 4, page 82, of the said Public Records; thence run N19°05'05"W, for 1308.78 feet along the Southwesterly boundary of Trail Acres Unit No. 2 to the Southwest corner of Lot 13, Block 3, Trail Acres Unit No. 2; thence S59°54'33"W, for 2041.16 feet to a point on the West boundary of said Section 32, said point being 104.43 feet South of the West 1/4 corner of said Section 32; thence S1°47'20"W, along the West boundary of said Section 32 for 2395.07 feet to the Southwest corner of Section 32; thence S89°41'51"W, along the South boundary of Section 32 for 2626.22 feet to the South 1/4 corner of Section 32; thence S89°42'48"W, for 2625.86 feet along the South boundary of Section 32 to the Point of Beginning.



RECORDED AND RETURNED
 TO THE OFFICE OF THE
 CLERK OF THE CIRCUIT COURT
 COLLIER COUNTY, FLORIDA

✓
 OR: 3987 PG: 0507
 ✓

EXHIBIT "D"
to Termination of
Easements and Grant
of Easement

2376258 OR: 2465 PG: 0108
RECORDED IN OFFICIAL RECORDS OF COLLIER COUNTY, FL
9/25/01 OR 13:5486 DEEDS 2, BOOK, CLERK
COMM 2000000.00
ESC USE 10.50
MISC .70 15943.00

WIT:
THEE PUBLIC BY M.
LICKER

Word ID Number 00730720003
Version 01 2/01

Witness: This instrument, made this 15th day of SEPTEMBER, 2001 A.D., between
LELY DEVELOPMENT CORPORATION, a corporation existing under the laws of the State of Florida, and
of the County of Collier, State of Florida, grantor, and
COMMERCIAL PROPERTIES SOUTHWEST, INC., a corporation existing under the laws of the State of Florida

whose address is P.O. Box 1297, Naples, Florida 34101-1297

Witnesseth that the GRANTOR, for and in consideration of the sum of
TEN & NO/100THS DOLLARS
and other good and valuable considerations to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has
granted, bargained and sold to the said GRANTEE and GRANTEE'S SUCCESSORS and assigns forever, the following described land,
situate, lying and being in the County of Collier, State of Florida to wit:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

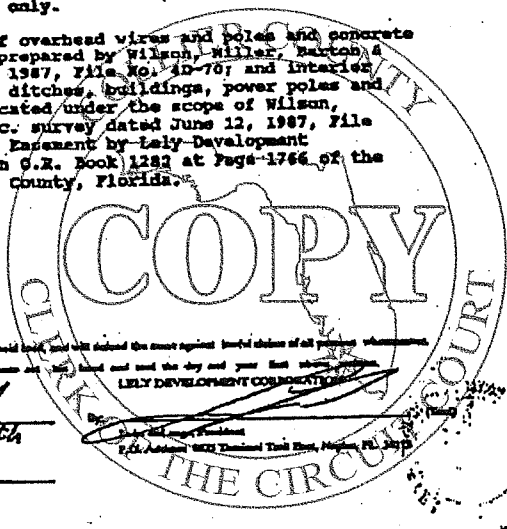
Subject to restrictions, reservations and easements of record,
if any, and taxes subsequent to 1997.

Preparation of instrument only.

Subject to encroachment of overhead wires and poles and concrete
slab shown on the survey prepared by Wilson, Miller, Barton &
Peak, Inc. dated June 12, 1987, File No. 4D-70; and Interiors
roads, pipes, walls, farm ditches, buildings, power poles and
other improvements not located under the scope of Wilson,
Miller, Barton & Peak, Inc. survey dated June 12, 1987, File
No. 4D-70; and a Grant of Easement by Lely Development
Corporation as recorded in G.R. Book 1282 at Page-1766 of the
Public Records of Collier County, Florida.

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whatsoever,
to whomsoever, and the grantor has hereunto set his hand and seal the day and year first above written.

Robert K. Braseth
Robert K. Braseth
President
Christine M. Walsh
Christine M. Walsh
Notary Public



STATE OF FLORIDA
COUNTY OF COLLIER
The foregoing instrument was acknowledged before me this 15th day of SEPTEMBER, 2001 by
Lela G. Galt, President of LELY DEVELOPMENT CORPORATION, a
Corporation.

in behalf of the corporation. He is personally known to me.
This document prepared by:
John E. Sherry, III
Notary Public - State of Florida
My Commission Expires Oct 12, 2001
Commission # 22-4744

Christine M. Walsh
Christine M. Walsh
NOTARY PUBLIC
My Commission Expires 10/12/01

OR: 3532 PG: 4113
OR: 3987 PG: 0508

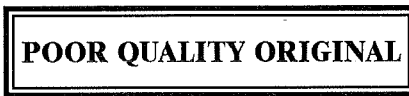


EXHIBIT "A"

As to Parcel 1:

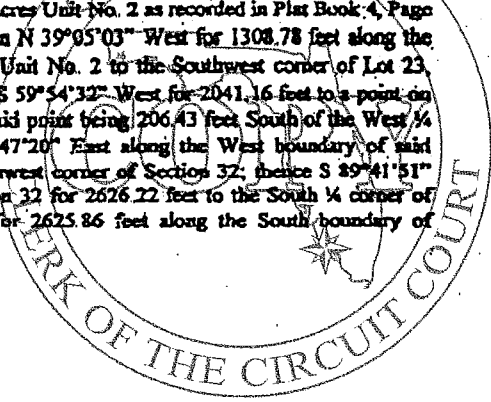
The Southwest ¼ of the Northeast ¼ of Section 5, Township 51 South, Range 26 East, Collier County, Florida.

As to Parcel 2:

The Northwest ¼ of the Northeast ¼ of Section 5, Township 51 South, Range 26 East, Collier County, Florida.

As to Parcel 3:

Beginning at the Southeast corner of Section 32, Township 50 South, Range 26 East, Collier County, Florida, run N 2°33'25" East along the East boundary of Section 32 a distance of 1912.10 feet to the Southeast corner of a vacated portion of Trail Acres Unit No. 3, as recorded in Plat Book 3, Page 94 of the Public Records of Collier County, Florida; thence run N 87°37'02" West for 1005.44 feet along the South boundary of said, vacated portion of Trail Acres Unit No. 3; thence N 39°04'00" West for 962.76 feet along the Southwesterly boundary of Trail Acres Unit No. 3; thence S 50°56'00" West for 200 feet; thence N 39°04'00" West for 430 feet to a point on the Southeasterly Right-of-Way of Southwest Boulevard as shown on the Plat of Trail Acres Subdivision as recorded in Plat Book 3 at Page 50 of the said Public Records; thence S 50°56'00" West for 762.43 feet along the Southeasterly Right-of-Way line of Southwest Boulevard to a point of the Southwesterly line of Trail Acres Unit No. 2 as recorded in Plat Book 4, Page 62 of the said Public Records; thence run N 39°05'03" West for 1308.78 feet along the Southwesterly boundary of Trail Acres Unit No. 2 to the Southwest corner of Lot 23, Block 3, Trail Acres Unit No. 2; thence S 59°54'32" West for 2041.16 feet to a point on the West boundary of said Section 32, said point being 206.43 feet South of the West ¼ corner of said Section 32; thence S 2°47'20" East along the West boundary of said Section 32 for 2395.07 feet to the Southwest corner of Section 32; thence S 89°41'51" East along the South boundary of Section 32 for 2626.22 feet to the South ¼ corner of Section 32; thence S 89°42'48" East for 2625.86 feet along the South boundary of Section 32 to the Point of Beginning.



*** OR: 2465 PG: 0109 ***

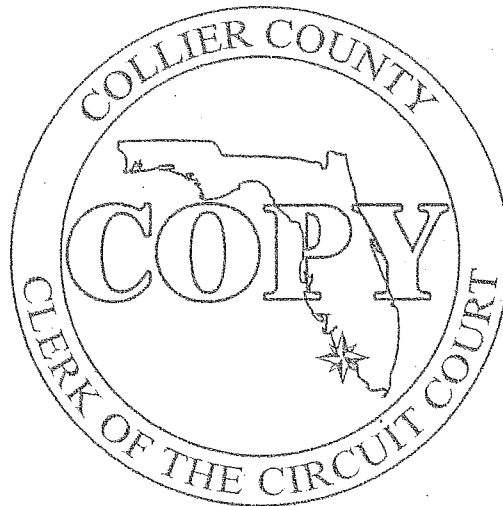
OR: 3987 PG: 0509

OR: 3532 PG: 4114

OR: 3532 PG: 4115

Exhibit "E"
to Termination of
Easements and Grant
of Easement

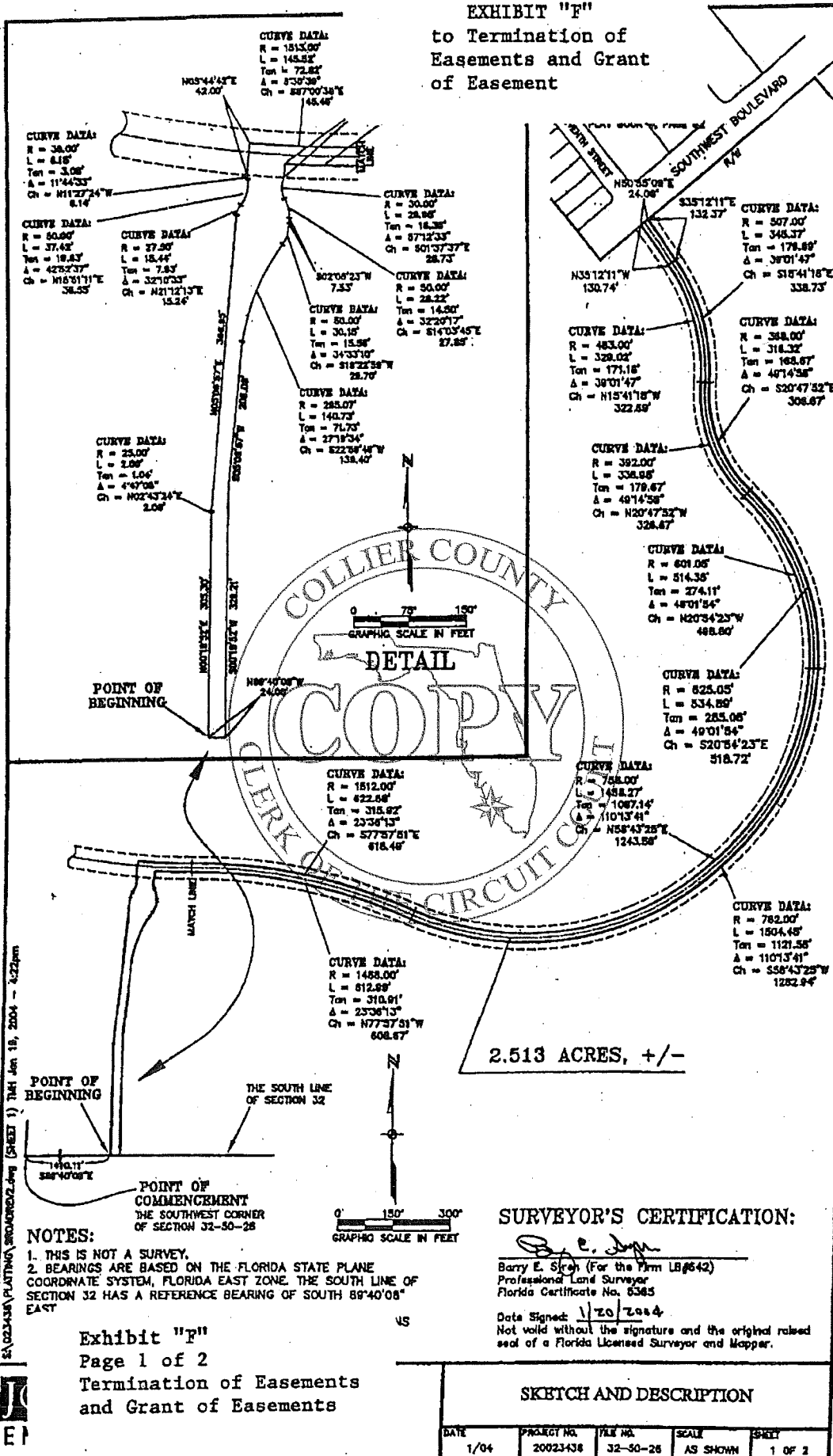
The South 60.00 feet, less the East 60.00 feet, of Section 32, Township 50 South,
Range 26 East, Collier County, Florida.



✓
OR: 3987 PG: 0510
✓

Exhibit "E"
Page 1 of 1
Termination of Easements
and Grant of Easement

EXHIBIT "F"
to Termination of
Easements and Grant
of Easement



OR: 3532 PG: 4116

DESCRIPTION:

A PARCEL OF LAND SITUATED IN SECTION 32, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 32, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA AND RUN SOUTH 89°40'08" EAST ALONG THE SOUTH LINE OF SAID SECTION 32, A DISTANCE OF 1410.11 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 00°19'52" EAST, A DISTANCE OF 305.30 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 04°47'05" AND A CHORD BEARING AND DISTANCE OF NORTH 02°43'24" EAST, 2.08 FEET, RESPECTIVELY; THENCE RUN NORTHERLY ALONG SAID CURVE, AN ARC DISTANCE OF 2.08 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE RUN NORTH 05°06'57" EAST, A DISTANCE OF 396.85 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 27.50 FEET, A CENTRAL ANGLE OF 32°10'33" AND A CHORD BEARING AND DISTANCE OF NORTH 21°22'13" EAST, 15.24 FEET, RESPECTIVELY; THENCE RUN NORTHERLY ALONG SAID CURVE, AN ARC DISTANCE OF 15.44 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 42°52'37" AND A CHORD BEARING AND DISTANCE OF NORTH 15°31'11" EAST, 38.55 FEET, RESPECTIVELY; THENCE RUN NORTHERLY ALONG SAID CURVE, AN ARC DISTANCE OF 37.42 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 11°44'33" AND A CHORD BEARING AND DISTANCE OF NORTH 11°27'24" WEST, 6.14 FEET, RESPECTIVELY; THENCE RUN NORTHERLY ALONG SAID CURVE, AN ARC DISTANCE OF 6.15 FEET; THENCE RUN NORTH 05°44'42" EAST, A DISTANCE OF 42.00 FEET TO A POINT ON A CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 1513.00 FEET, A CENTRAL ANGLE OF 05°30'39" AND A CHORD BEARING AND DISTANCE OF SOUTH 87°00'35" EAST, 145.48 FEET, RESPECTIVELY; THENCE RUN EASTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 145.52 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1512.00 FEET, A CENTRAL ANGLE OF 23°38'13" AND A CHORD BEARING AND DISTANCE OF SOUTH 77°57'51" EAST, 818.48 FEET, RESPECTIVELY; THENCE RUN EASTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 822.88 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 758.00 FEET, A CENTRAL ANGLE OF 110°13'41" AND A CHORD BEARING AND DISTANCE OF NORTH 58°43'25" EAST, 1243.56 FEET, RESPECTIVELY; THENCE RUN NORTHEASTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 1458.27 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 801.06 FEET, A CENTRAL ANGLE OF 49°01'54" AND A CHORD BEARING AND DISTANCE OF NORTH 20°34'23" WEST, 498.80 FEET, RESPECTIVELY; THENCE RUN NORTHWESTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 514.35 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 382.00 FEET, A CENTRAL ANGLE OF 467°45" AND A CHORD BEARING AND DISTANCE OF NORTH 20°42'52" WEST, 326.67 FEET, RESPECTIVELY; THENCE RUN NORTHERLY ALONG SAID CURVE, AN ARC DISTANCE OF 338.98 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 463.00 FEET, A CENTRAL ANGLE OF 39°01'47" AND A CHORD BEARING AND DISTANCE OF NORTH 18°41'18" WEST, 322.69 FEET, RESPECTIVELY; THENCE RUN NORTHERLY ALONG SAID CURVE, AN ARC DISTANCE OF 329.02 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE RUN NORTH 35°12'11" WEST, A DISTANCE OF 150.74 FEET TO AN INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTHWEST BOULEVARD (100' R/W) AS PER PLAT OF "TRAIL ACRES UNIT 2", A SUBDIVISION RECORDED IN PLAT BOOK 4, PAGE 62 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE RUN NORTH 50°55'09" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 24.06 FEET; THENCE RUN SOUTH 35°12'11" EAST, A DISTANCE OF 132.37 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 507.00 FEET, A CENTRAL ANGLE OF 38°01'47" AND A CHORD BEARING AND DISTANCE OF SOUTH 15°41'18" EAST, 338.73 FEET, RESPECTIVELY; THENCE RUN SOUTHERLY ALONG SAID CURVE, AN ARC DISTANCE OF 345.37 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 368.00 FEET, A CENTRAL ANGLE OF 49°14'58" AND A CHORD BEARING AND DISTANCE OF SOUTH 20°42'52" EAST, 308.67 FEET, RESPECTIVELY; THENCE RUN SOUTHERLY ALONG SAID CURVE, AN ARC DISTANCE OF 318.32 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 825.06 FEET, A CENTRAL ANGLE OF 49°01'54" AND A CHORD BEARING AND DISTANCE OF SOUTH 20°54'23" EAST, 516.72 FEET, RESPECTIVELY; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 534.89 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 782.00 FEET, A CENTRAL ANGLE OF 110°13'41" AND A CHORD BEARING AND DISTANCE OF SOUTH 58°43'25" WEST, 1282.84 FEET, RESPECTIVELY; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 1584.95 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1488.06 FEET, A CENTRAL ANGLE OF 23°38'13" AND A CHORD BEARING AND DISTANCE OF NORTH 77°57'51" WEST, 808.67 FEET, RESPECTIVELY; THENCE RUN WESTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 812.98 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 1537.00 FEET, A CENTRAL ANGLE OF 03°40'15" AND A CHORD BEARING AND DISTANCE OF NORTH 87°55'48" WEST, 98.48 FEET, RESPECTIVELY; THENCE RUN WESTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 98.48 FEET; THENCE RUN SOUTH 03°34'18" WEST, A DISTANCE OF 18.00 FEET TO A POINT ON A CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 57°12'33" AND A CHORD BEARING AND DISTANCE OF SOUTH 01°37'37" EAST, 28.73 FEET, RESPECTIVELY; THENCE RUN SOUTHERLY ALONG SAID CURVE, AN ARC DISTANCE OF 29.85 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 80.00 FEET, A CENTRAL ANGLE OF 32°20'17" AND A CHORD BEARING AND DISTANCE OF SOUTH 14°03'45" EAST, 27.85 FEET, RESPECTIVELY; THENCE RUN SOUTHERLY ALONG SAID CURVE, AN ARC DISTANCE OF 28.22 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE RUN SOUTH 02°06'23" WEST, A DISTANCE OF 7.53 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 34°33'10" AND A CHORD BEARING AND DISTANCE OF SOUTH 19°22'58" WEST, 29.70 FEET, RESPECTIVELY; THENCE RUN SOUTHERLY ALONG SAID CURVE, AN ARC DISTANCE OF 30.15 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 285.07 FEET, A CENTRAL ANGLE OF 27°19'34" AND A CHORD BEARING AND DISTANCE OF SOUTH 22°58'48" WEST, 139.40 FEET, RESPECTIVELY; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 140.73 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE RUN SOUTH 05°08'57" WEST, A DISTANCE OF 206.09 FEET; THENCE RUN SOUTH 00°19'52" WEST, A DISTANCE OF 329.21 FEET TO AN INTERSECTION WITH SAID SOUTH LINE OF SECTION 32; THENCE RUN NORTH 89°40'08" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 24.00 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 109,484.01 SQUARE FEET OR 2.513 ACRES OF LAND, MORE OR LESS.

NOTES:

1. THIS IS NOT A SURVEY.
2. BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE. THE SOUTH LINE OF SECTION 32 HAS A REFERENCE BEARING OF SOUTH 89°40'08" EAST.
3. SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS

Exhibit "F"
Page 2 of 2
Termination of Easements
and Grant of Easement

SKETCH AND DESCRIPTION

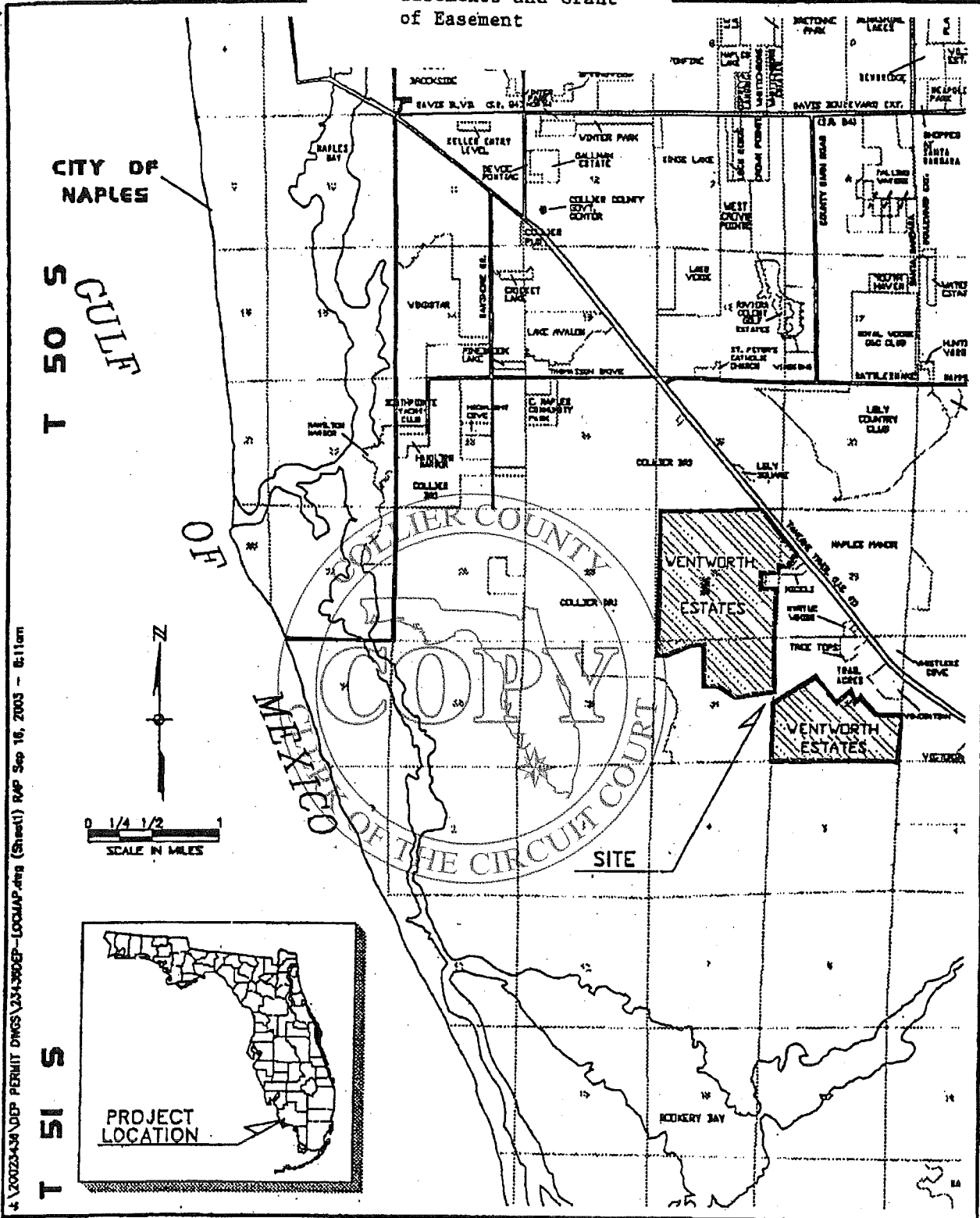
DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
1/04	20023436	32-50-26		2 OF 2

OR: 3532 PG: 4117

RECORDED IN PLAT BOOK 4, PAGE 62 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA

Exhibit "G"
to Termination of
Easements and Grant
of Easement

OR: 3987 PG: 0513



OR: 3532 PG: 4118

4 \20023438\UDP PERMIT DWGS\334-360E-COCUAP.dwg (Sheet) RFP Sep 16, 2003 - 6:11am



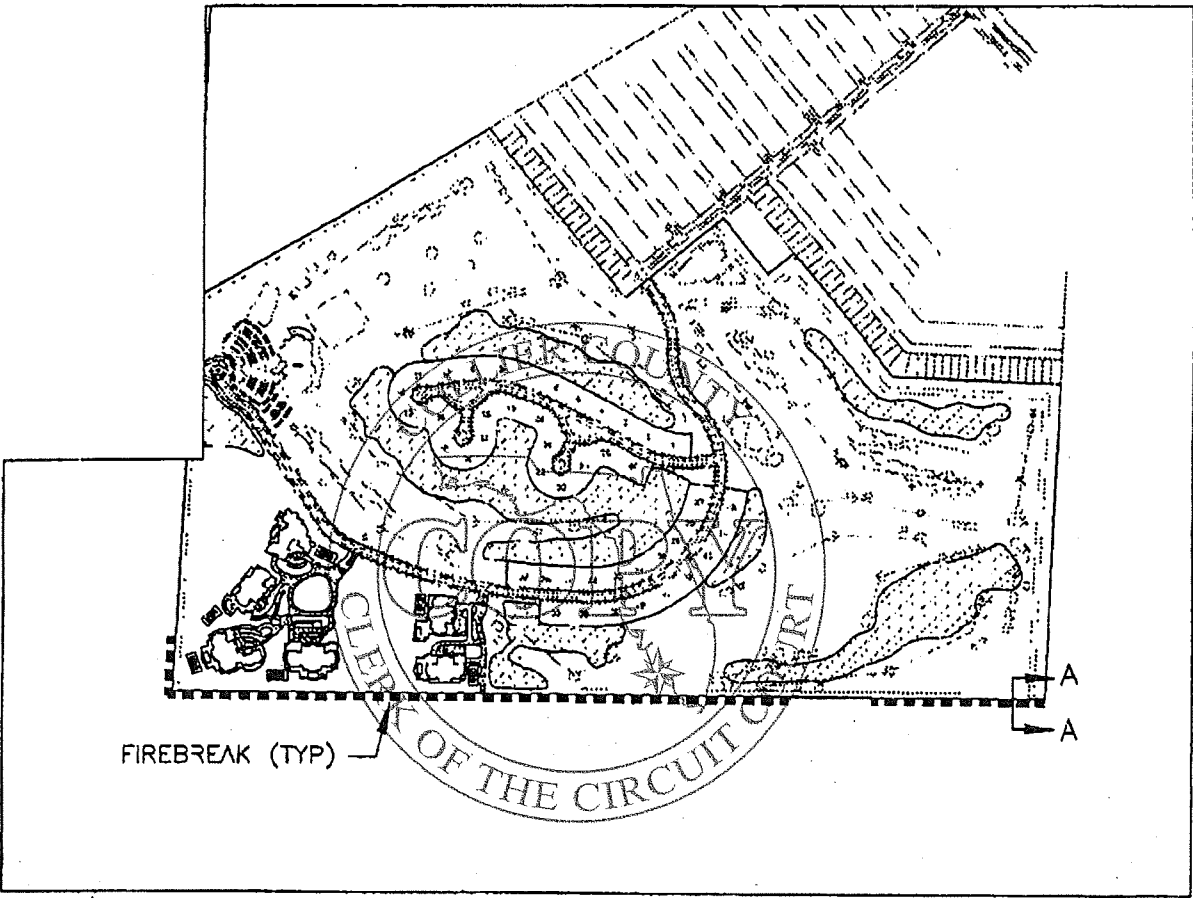
Exhibit "G"
Page 1 of 2
Termination of Easements
and Grant of Easement

2350 STANFORD COURT
NAPLES, FLORIDA 34112
PHONE (239) 434-0048
FAX (239) 434-9320
E.O. #642 & L.B. #642

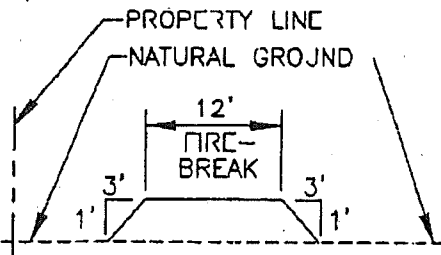
WENTWORTH ESTATES
PROJECT LOCATION MAP

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
9-17-03	20023438	32-50-26	AS SHOWN	1 of 2

\\Nopci\PROJ-NAE\20023436\DEP PERMIT DWGS\3E-FIREBREAK.dwg (South) PVL Nov 07, 2003 - 9:22am

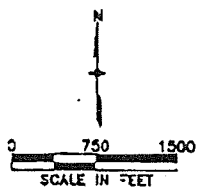


FIREBREAK (TYP)



SECTION A-A
NIS

NOTE:
Firebreak delineation provided by Rookery Bay.



JOHNSON
Exhibit "G"
Page 2 of 2
Termination of Easements
and Grant of Easement

2350 STANFORD COURT
NAPLES, FLORIDA 34112
PHONE (239) 434-0046
FAX (239) 434-9320
E.B. #642 & L.B. #642

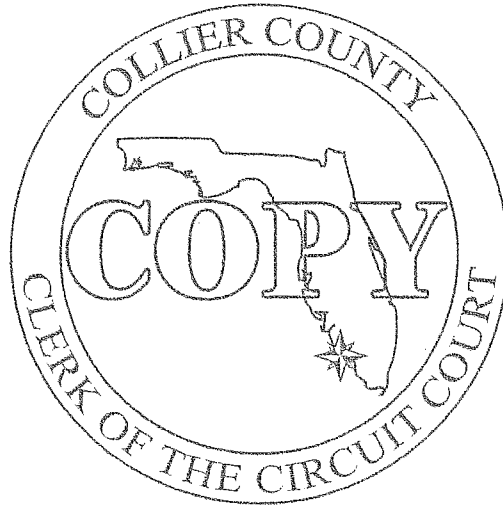
**FIREBREAK LOCATION MAP - SOUTH
WENI WORTH ESTATES**

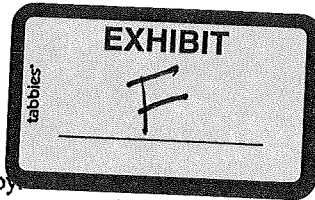
DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
8/20/03	20023436	32-30-26	AS SHOWN	2 of 2

OR: 3987 PG: 0514

EXHIBIT "F"

Termination of Easements and Grant of Easement





3340269 OR: 3496 PG: 3075

RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
02/05/2004 at 12:46PM DWIGHT E. BROCK, CLERK

CONS	10.00
REC FEE	127.50
DOC-.70	.70
COPIES	28.00
MISC	1.00

This instrument was prepared by
Tracy Peters
Department of Environmental
Protection
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000
(850) 245-2720

Retd: ATTN: J KAHNENSOHN
PORTER WRIGHT ET AL
5801 PELICAN BAY BLVD #300
NAPLES FL 34108 2709

TERMINATION OF EASEMENTS AND GRANT OF EASEMENT

This Termination of Easements and Grant of Easement is made this 28th day of January, 2004, by and between John F. Stanley, as Trustee of the Lely Lakes Land Trust Dated September 23, 1998 (hereinafter referred to as "LLLT"); Commercial Properties Southwest, Inc., a Florida corporation (hereinafter referred to as "CPS"); Lely Development Corporation, a Texas corporation and authorized to do business in the State of Florida (hereinafter referred to as "LDC"); and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (hereinafter referred to as "IITF").

WHEREAS

A CPS, LDC, and Investors Real Estate Southwest Corporation (now CPS) conveyed to LLLT the property located in Collier County, Florida, described in Exhibit "A" attached hereto and by reference made a part hereof (hereinafter referred to as "IITF Property"), for the ultimate purpose of conveying said lands to IITF; and

B LLLT conveyed to IITF the IITF Property described in that Warranty Deed recorded in Official Records Book 2524, Page 3414, Public Records of Collier County, Florida, a copy of which is attached hereto as "Exhibit A" and by reference made a part hereof; and

C LLLT reserved unto itself and its successors and assigns a 65-foot wide easement for a service road ("Service Road Easement"), and a 45-foot wide easement for a golf cart path ("Golf Cart Easement"), which are described in that Warranty Deed recorded in Official Records Book 2524, Page 3414, Public Records of Collier County, Florida; and

D CPS and LDC now propose to develop their adjacent lands which are served by the Service Road and Golf Cart Easements and are seeking to merge the Service Road and Golf Cart Easements into a single easement for roadway and utility purposes; and

E LLLT has no objection to the proposed merger of the Service Road Easement and Golf Course Easement.

NOW, IHEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, LLLT, CPS, LDC, and IITF hereby agree as follows:

TERMS OF AGREEMENT

1 Adoption of Recitals The foregoing Recitals are hereby acknowledged as being true and correct and the same are hereby adopted as part of this Termination of Easements and Grant of Easement.

OR: 3987 PG: 0516

2. Termination of Easements LLLI, CPS and LDC hereby terminate and release all of their rights, title and interest in and to the Service Road Easement and Golf Cart Easement which are described in that Warranty Deed recorded in Official Records Book 2524, Page 3414, Public Records of Collier County.

3. Grant of Easement. TITF hereby grants to CPS and LDC, as the owners of the lands adjacent to the TITF Property (hereinafter referred to as "Grantees"), a non-exclusive easement for ingress and egress and utilities over, under and across the lands described in Exhibit "B" attached hereto and by reference made a part hereof (hereinafter referred to as the "Replacement Easement") for the use and benefit of and appurtenant to Grantees' lands described in Exhibit "C" for as long as the Replacement Easement is used for ingress and egress and utilities. In the event the Replacement Easement is ever abandoned for ingress and egress and utilities, all rights, title, and interest conveyed under this instrument shall automatically revert to TITF, unless sooner terminated pursuant to the provisions of the Replacement Easement.

4. Contingency. TITF's grant of the Replacement Easement is contingent upon Grantees, their successors and assigns:

A. Constructing and maintaining a paved roadway within the Replacement Easement in accordance with design criteria described in Exhibit "D" attached hereto and by reference made a part hereof at the obligation and expense of Grantees, their successors and assigns. Speed limits within the Replacement Easement shall be limited to 20 miles per hour or less at all times. Grantees agree to maintain all improvements within the Replacement Easement. Design of the roadway shall include, at a minimum, two (2) 4-foot x 8-foot box culverts and ten (10) 36-inch RCP culverts or equivalent, the design and location of which shall be subject to applicable local, state, and federal permitting requirements, and shall be coordinated with the Manager, Rookery Bay National Estuarine Research Reserve (RBNERR). Grantees shall use only native vegetation in landscaping the roadway. TITF shall have no obligation to construct or maintain any improvements within the Replacement Easement. In the event Grantees, their successors or assigns, fail to construct and maintain the roadway as required by the Replacement Easement, the Replacement Easement will automatically and immediately terminate and the Golf Cart Easement and Service Road Easement will automatically and immediately be reimposed on the TITF Property, and CPS and LDC and their successors and assigns will restore, at Grantees' expense, the TITF Property to the same condition in existence at the time of execution of the Replacement Easement.

B. Constructing a firebreak along the boundary of RBNERR as depicted in Exhibit "E" attached hereto and by reference made a part hereof. Grantees shall be responsible for obtaining and paying for any permits required for construction of the firebreak.

5. General. The Replacement Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns, and shall constitute a covenant running with the lands described in Exhibit "B". The invalidity, in whole or in part, of any terms or any section, subsection, sentence, clause, phrase, word, or other provision of the Replacement Easement shall not affect the remaining portions thereof. The Replacement Easement shall be governed by the laws of the State of Florida as they may be amended from time to time. The Replacement Easement may only be modified by a future writing executed by TITF and Grantees, or their successors and assigns. Grantees shall record this Termination of Easements and Grant of Easement in the Public Records of Collier County, Florida, and Grantees shall pay the documentary tax, recording fees and all taxes and costs associated with this Termination of Easements and Grant of Easement.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals the day and year first written above.

Witnesses:

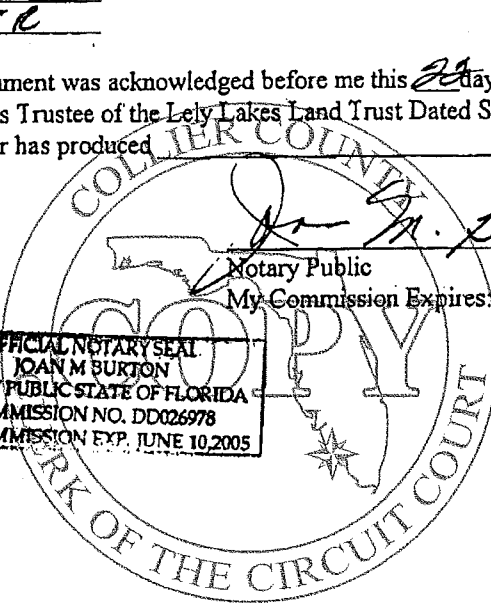
Lois Lorraine Garlewsky
Printed Name: Lois Lorraine Garlewsky

Joan M. Burton
Printed Name: JOAN M. BURTON

John F. Stanley
John F. Stanley, as Trustee of the Lely Lakes
Land Trust Dated September 23, 1998

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 29 day of Jan, 2004 by John F. Stanley, as Trustee of the Lely Lakes Land Trust Dated September 23, 1998. He is personally known to me, or has produced _____ as identification.



(Seal)

OFFICIAL NOTARY SEAL
JOAN M BURTON
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. DD026978
MY COMMISSION EXP. JUNE 10, 2005

Lely Development Corporation,
a Texas corporation

Witnesses:

Bridgette Brewer
Printed Name: Bridgette Lange-Brewer

Peter Hangelele
Printed Name: Peter Hangelele

By: [Signature]
Print/Type Name

Title: Pres

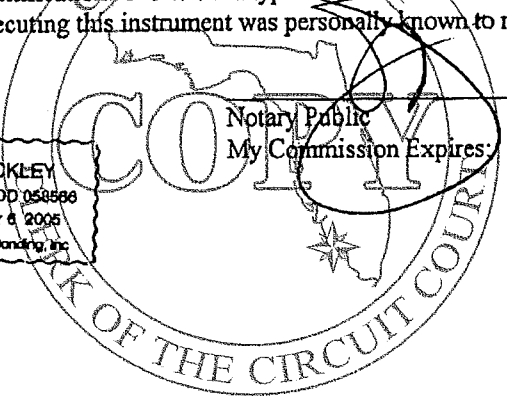
(Corporate Seal)

"LDC"

STATE OF ~~TEXAS~~ FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 22ND day of JANUARY,
2004, by LUKE DE LANGE as PRESIDENT of
Lely Development Corporation, a Texas corporation, on behalf of the corporation. He/she is
personally known to me, or has produced PERSONALLY
(type of identification) as identification. NOTE: If a type of identification is not inserted in the blank
provided, then the person executing this instrument was personally known to me

(Seal) MICHELLE BUCKLEY
MY COMMISSION # DD 058586
EXPIRES: November 6, 2005
1-800-3-NOTARY FL Notary Service & Bonding, Inc.



Notary Public
My Commission Expires: 11-6-05

Commercial Properties Southwest, Inc,
a Florida corporation

Witnesses:

Bdelange-Brewer
Printed Name: Brigitte Delange-Brewer
Kangchele
Printed Name: Vester Kangchele

By: Margaret de Romy
Print/Type Name: MARGARET DE LANGE

Title: PRESIDENT

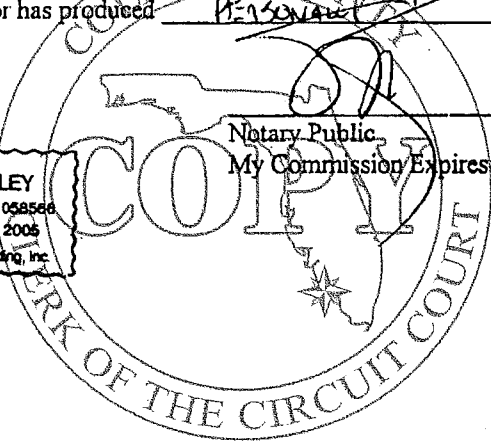
(Corporate Seal)

"CPS"

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 22ND day of JANUARY, 2004, by MARGARET deLANGE as PERSONAL PRESIDENT of Commercial Properties Southwest, Inc, a Florida corporation, on behalf of the corporation. He/she is personally known to me, or has produced PERSONAL as identification.

(Seal) MICHELLE BUCKLEY
MY COMMISSION # DD 058568
EXPIRES: November 6, 2006
1-800-3-NOTARY FL Notary Service & Bonding, Inc



Notary Public
My Commission Expires: 11-6-05

OR: 3987 PG: 0520

Witnesses:

Tracy Peters
Printed Name: TRACY PETERS

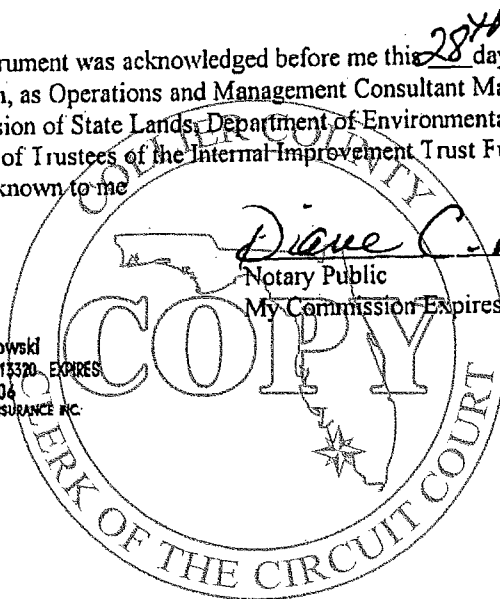
Judy Woodard
Printed Name: Judy Woodard

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE
STATE OF FLORIDA

By: Gloria C. Nelson
Gloria C. Nelson, Operations and Management
Consultant Manager, Bureau of Public Land
Administration, Division of State Lands,
Department of Environmental Protection

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 28th day of January
2004 by Gloria C Nelson, as Operations and Management Consultant Manager, Bureau of Public
Land Administration, Division of State Lands, Department of Environmental Protection, as agent for
and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of
Florida, who is personally known to me



(Seal)



Diane C. Rogowski
MY COMMISSION # DD113320 EXPIRES
May 24, 2006
BONDED THRU TROY FARM INSURANCE INC.

American Home Title
6703 North Hines Avenue
Tampa, Florida 33614

EXHIBIT "A"
to Termination of
Easements and Grant
of Easement

RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
03/16/1999 at 11:06AM DWIGHT W. BROCK, CLERK
CONF 5125006.00
REC FEE 60.00
DQC-.70 35875.00

WARRANTY DEED
(STATUTORY FORM - SECTION 689.02, F.S.)

March THIS INDENTURE, made this 15 day
A.D. 1999, between, John F. Stanley, as Trustee
of the Lely Lakes Land Trust Dated September 23, 1998, whose post office
address is 2660 Airport Road South, Naples, Florida 34112, of the County of
Collier in the State of Florida, grantor, and the BOARD OF TRUSTEES OF
THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF
FLORIDA, whose post office address is c/o Florida Department of
Environmental Protection, Division of State Lands, 3900 Commonwealth
Boulevard, Mail Station 115, Tallahassee, FL 32399-3000, grantee,

Retn:
AMERICAN HOME TITLE INSURANCE
6703 N HINES AVE
TAMPA FL 33614

R = 820001

(Wherever used herein the terms "grantor" and "grantee" include
all the parties to this instrument and their heirs, legal
representatives, successors and assigns. "Grantor" and "grantee"
are used for singular and plural, as the context requires and the use
of any gender shall include all genders.)

WITNESSETH: That the said grantors, for and in consideration of the sum of Ten Dollars and other good and valuable
considerations, to said grantors in hand paid by said grantee, the receipt whereof is hereby acknowledged, have granted, bargained
and sold to the said grantee, and grantee's successors and assigns forever, the following described land situate, lying and being in
Collier County, Florida, to-wit:

See Exhibit "A" attached hereto and by reference made a part hereof.

Property Appraiser's Parcel Identification Number: 00730640002 (parcel 135)
00730720003 (parcel 203)
00439680004 (parcel 213)
00439760005 (parcel 216)
00439800004 (parcel 214)

The Grantor herein reserves unto itself and its successors and assigns perpetual, non-exclusive easements (the
"Easements") for ingress and egress over and across the property described in Exhibits "B-1" and "B-2" attached hereto
and by reference made a part hereof, the terms and conditions of said reservation being more fully set forth in said Exhibit
"B."

The Grantor also reserves unto itself and its successors and assigns a temporary, non-exclusive easement for access to a
monitoring well, over and across the property described in Exhibit "C-1" attached hereto and by reference made a part
hereof, the terms and conditions of said reservation being more fully set forth in said Exhibit "C."

This conveyance is subject to easements, restrictions, limitations and conditions of record if any now exist, but any such
interests that may have been terminated are not hereby reimposed.

This property is not the homestead property of the grantor, nor contiguous to homestead property, as such homestead is
defined under Florida law.

AND the said grantors do hereby fully warrant the title to said land, and will defend the same against the lawful claims of
all persons whomsoever.

IN WITNESS WHEREOF the grantors have hereunto set grantors' hands and seals, the day and year first above written.

Signed, sealed and delivered in
the presence of:

Rebecca Jane McKay
(Signature of First Witness)

John F. Stanley, Trustee
John F. Stanley, as Trustee of the Lely Lakes Land Trust
Dated September 23, 1998

Rebecca Jane McKay
(Printed, Typed or Stamped Name
of First Witness)

Jacquelyne Farrell
(Signature of Second Witness)

Jacquelyne Farrell
(Printed, Typed or Stamped Name
of Second Witness)

ADF 74506231

OR: 3496 PG: 3081

OR: 3987 PG: 0522

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 15th day of March, 1999, by John F. Stanley, Trustee of the Lely Lakes Land Trust Dated September 23, 1998. Such person (Notary Public must check applicable box):

- is personally known to me.
- produced a driver license.
- produced _____ as identification.

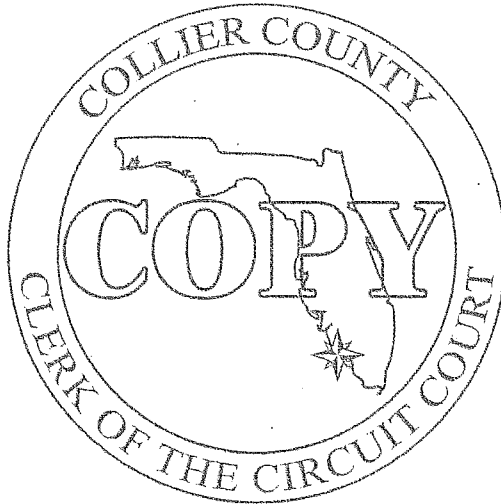
Rebecca Jane McKay
Notary Public

(NOTARY PUBLIC SEAL)



REBECCA JANE MCKAY
My Comm Exp. 3/18/99
Bonded By Service Ins
No. CC437951
 Personally Known Other I.D.

Rebecca Jane McKay
(Printed, Typed or Stamped Name of Notary Public)
Commission No.: CC437951



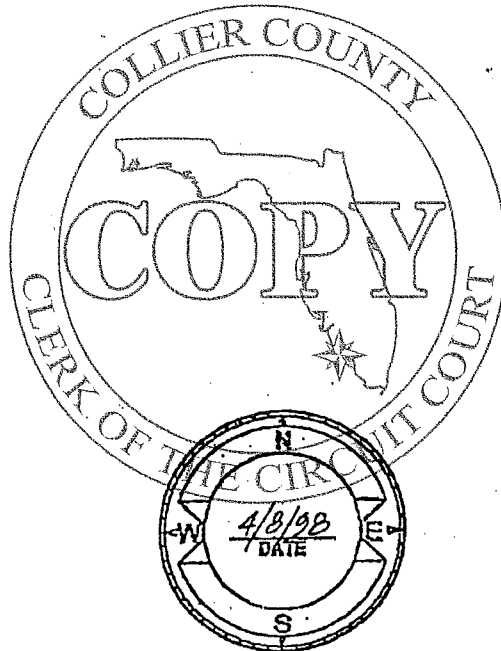
✓ OR: 3987 PG: 0523 ✓

APPROVED
AS TO FORM AND LEGALITY

JUL 28 1999
[Signature]
By: Peter Fodor
(DEP Attorney)

"EXHIBIT A"

The Northwest quarter of the Southeast quarter; and the South half of the North half of the Northeast quarter of the Southeast quarter; and the North half of the Northeast quarter of the Northeast quarter of the Southeast quarter; and the North half of the Northwest quarter of the Northeast quarter of the Southeast quarter; and the Southeast quarter of the Northeast quarter; all in Section 5, Township 51 South, Range 26 East, Collier County, Florida:



✓ OR: 3496 PG: 3083 ✓

✓ OR: 3987 PG: 0524 ✓

Rookery Bay
Parcel 135

EXHIBIT "A"

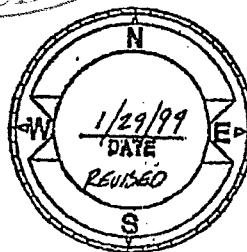
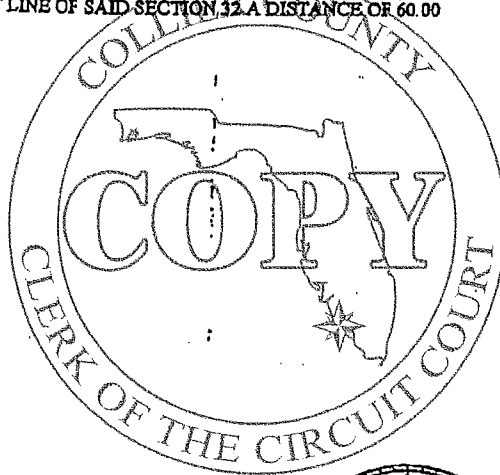
THE SOUTHWEST ONE-QUARTER (SW 1/4) OF THE NORTHEAST ONE-QUARTER (NE 1/4) AND THE NORTHWEST ONE-QUARTER (NW 1/4) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SECTION 5, TOWNSHIP 51 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA.

TOGETHER WITH THE FOLLOWING 60.00 FOOT WIDE EASEMENTS FOR INGRESS AND EGRESS;

THE SOUTH 60.00 FEET OF SECTION 32, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA; AND THE EAST 60.00 FEET OF SAID SECTION 32, LYING SOUTH OF TRAIL ACRES UNIT 3, A SUBDIVISION RECORDED IN PLAT BOOK 3 PAGE 94 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA;

AND

A 60.00 FOOT WIDE STRIP OF LAND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 45, BLOCK THREE OF TRAIL ACRES UNIT 3, A SUBDIVISION RECORDED IN PLAT BOOK 3, PAGE 94 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, RUN N 87°34'19" W ALONG THE SOUTHERLY LINE OF SAID SUBDIVISION 1003.95 FEET TO THE PERMANENT REFERENCE MONUMENT INDICATED ON THE PLAT OF SAID SUBDIVISION; THENCE N 39°01'39" W ALONG THE SOUTHWESTERLY LINE OF SAID SUBDIVISION 962.19 FEET TO THE SOUTHEASTERLY CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2312, PAGE 2720 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE ALONG THE LINES OF SAID LANDS S 50°58'21" W 200.00 FEET; THENCE N 39°04'51" W 430.00 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF SOUTHWEST BOULEVARD; THENCE S 50°55'09" W ALONG SAID LINE 60.00 FEET; THENCE S 39°04'51" E 489.94 FEET; THENCE N 50°58'21" E 199.94 FEET; THENCE S 39°01'39" E 929.25 FEET; THENCE S 87°34'19" E 1030.88 FEET TO THE EAST LINE OF SAID SECTION 32; THENCE N 02°32'54" E ALONG THE EAST LINE OF SAID SECTION 32 A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.



Rookery Bay / Lily Lakes Parcel 203

OR: 3496 PG: 3084

OR: 3987 PG: 0525

EXHIBIT "A"

ALL OF SECTION 31, TOWNSHIP 30 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA. EXCEPTING AND RESERVING THE FOLLOWING:

PARCEL "A"

BEGINNING AT THE SW CORNER OF SECTION 31, TOWNSHIP 30 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, THENCE NORTH 00°01'00" WEST ALONG THE WEST SECTION LINE OF SAID SECTION 31, 3338.94 FEET; THENCE LEAVING SAID SECTION LINE SOUTH 82°07'00" EAST ALONG THE ADJUSTED ORIGINAL MEANDER LINE, ACCORDING TO THE OFFICIAL TOWNSHIP PLAT OF 1876 AS RESURVEYED BY THE BUREAU OF LAND MANAGEMENT (BLM) IN 1967, A DISTANCE OF 382.14 FEET; THENCE CONTINUING ALONG SAID MEANDER LINE SOUTH 39°52'00" EAST, 456.82 FEET; THENCE CONTINUING ALONG SAID MEANDER LINE SOUTH 21°34'00" EAST, 598.62 FEET; THENCE CONTINUING ALONG SAID MEANDER LINE SOUTH 00°16'00" EAST, 428.34 FEET; THENCE CONTINUING ALONG SAID MEANDER LINE SOUTH 22°08'00" WEST, 599.28 FEET; THENCE CONTINUING ALONG SAID MEANDER LINE SOUTH 13°51'00" WEST, 429.66 FEET; THENCE CONTINUING ALONG SAID MEANDER LINE SOUTH 17°44'00" WEST, 717.42 FEET; THENCE CONTINUING ALONG SAID MEANDER LINE SOUTH 06°40'00" WEST, 297.66 FEET TO A POINT ON THE SOUTH LINE OF SECTION 31; THENCE SOUTH 89°57'00" WEST ALONG SAID SOUTH LINE OF SECTION 31, A DISTANCE 307.56 FEET TO THE SW CORNER OF SECTION 31 AND THE POINT OF BEGINNING.

PARCEL "B"

BEGINNING AT THE MEANDER CORNER MARKING THE SOUTHWEST CORNER OF GOVERNMENT LOT 3, SECTION 31, TOWNSHIP 30 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, ACCORDING TO THE OFFICIAL TOWNSHIP PLAT OF 1876 AS RESURVEYED BY THE BUREAU OF LAND MANAGEMENT (BLM) IN 1967, SAID MEANDER CORNER BEING 307.56 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION AND TOWNSHIP; THENCE RUN NORTH 6°40' EAST, ALONG SAID MEANDER LINE OF THE 1876 SURVEY AS ADJUSTED BY THE BLM IN 1967, FOR 297.66 FEET TO A SPECIAL MEANDER CORNER SET BY BLM IN 1967; THENCE RUN NORTH 17°44' EAST, STILL ALONG SAID ADJUSTED MEANDER LINE, FOR 151.63 FEET; THENCE NORTH 89°57' EAST, FOR 345.61 FEET; THENCE SOUTH 0°03' EAST, FOR 440 FEET, TO THE SOUTH LINE OF SAID SECTION AND TOWNSHIP; THENCE SOUTH 89°57' WEST, ALONG SAID SOUTH LINE FOR 426.73 FEET TO THE POINT OF BEGINNING;

PARCEL "C"

THE SOUTH 40.00 ACRES OF SECTION 31, TOWNSHIP 30 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, BEING BOUNDED ON THE EAST BY THE EAST LINE OF SAID SECTION 31; BOUNDED ON THE SOUTH BY THE SOUTH LINE OF SAID SECTION 31; BOUNDED ON THE WEST BY THE EAST LINE OF THAT LAND DESCRIBED IN O.R. BOOK 922, PAGE 1719, COLLIER COUNTY PUBLIC RECORDS, COLLIER COUNTY, FLORIDA; AND BOUNDED ON THE NORTH BY A LINE PARALLEL WITH THE SOUTH LINE OF SAID SECTION 31;

PARCEL "D"

BEGIN AT THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 30 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, THENCE S 16°04'55" W 2847.44' ALONG THE NORTH LINE OF SAID SECTION 31 TO THE WEST LINE OF A 110' WIDE FLORIDA POWER & LIGHT RIGHT-OF-WAY, RECORDED IN OFFICIAL RECORD BOOK 194, PAGE 601 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE S 01°35'00" W 1854.75' ALONG THE WEST LINE OF SAID RIGHT-OF-WAY LINE; THENCE LEAVING SAID RIGHT-OF-WAY LINE S 89°29'19" E 2788.21' TO THE EAST LINE OF SAID SECTION 31; THENCE N 02°45'35" E 2075.63' ALONG THE EAST LINE OF SAID SECTION 31 TO THE POINT OF BEGINNING.

Rockery Bay/Lady Lakes
Parcel 213
Sheet 1 of 2
Revised

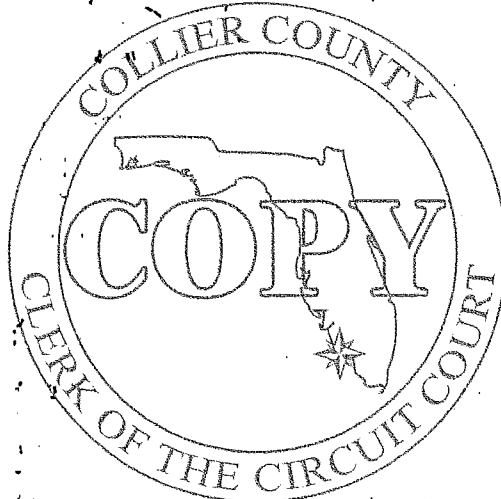
ESM APPROVED
By J.A. Date 3/10/89

OR: 3496 PG: 3085

OR: 3987 PG: 0526

PARCEL "E"
 COMMENCING AT THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF SAID SECTION 31 N 00°19'35" E 3702.84 FEET TO A POINT OF BEGINNING; THENCE CONTINUE N 00°19'35" E ALONG SAID SECTION LINE 1152.07 FEET TO THE NORTHWEST CORNER OF SAID SECTION 31; THENCE N 86°04'55" E ALONG THE NORTH LINE OF SAID SECTION 31 A DISTANCE OF 1919.18 FEET TO A POINT WHICH INTERSECTS THE WESTERLY LINE OF A 110 FOOT WIDE FLORIDA POWER AND LIGHT RIGHT-OF-WAY EASEMENT, AS RECORDED IN O.R. BOOK 194, PAGES 601-602, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE S 01°35'00" W ALONG SAID WESTERLY LINE 179.06 FEET TO A POINT; THENCE LEAVING SAID WESTERLY LINE N 89°27'15" W 508.31 FEET TO A POINT; THENCE S 70°33'22" W 1109.51 FEET TO A POINT; THENCE N 90°00'00" W 307.62 FEET TO A POINT; THENCE S 00°19'35" W 740.00 FEET TO A POINT; THENCE N 89°40'05" W 50.00 FEET TO THE POINT OF BEGINNING.

PARCEL "F"
 COMMENCING AT THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF SAID SECTION 31 S 86°04'55" W 2843.44 FEET TO A POINT WHICH INTERSECTS THE WEST LINE OF A 110 FOOT WIDE FLORIDA POWER AND LIGHT RIGHT-OF-WAY EASEMENT, AS RECORDED IN OFFICIAL RECORD BOOK 194, PAGES 601-602 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE ALONG SAID WESTERLY LINE S 01°35'00" W 1834.75 FEET; THENCE LEAVING SAID WESTERLY LINE S 89°29'19" E 558.68 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 89°29'19" E 2229.53 FEET TO THE EAST LINE OF SAID SECTION 31; THENCE ALONG SAID EAST LINE S 02°43'35" W 259.86 FEET; THENCE LEAVING SAID EAST LINE S 83°30'57" W 1548.71 FEET; THENCE N 56°10'37" W 816.27 FEET TO THE POINT OF BEGINNING.



BSM APPROVED
 By V.A. Date 3/17/99

Rookery Bay / Lily Lakes
 Parcel 213
 Sheet 2 of 2
 Revised

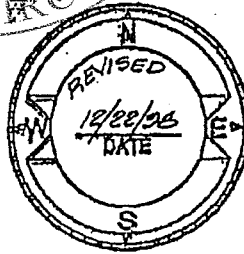
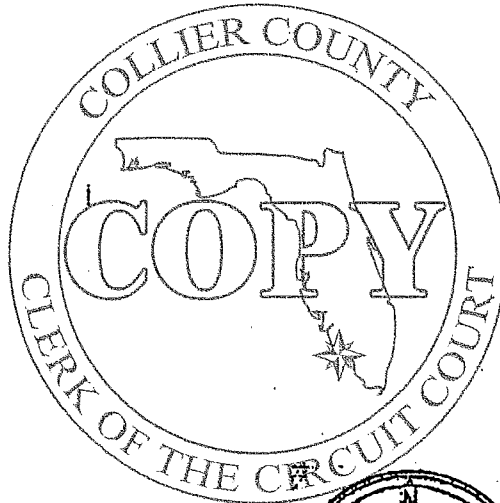
✓ OR: 3496 PG: 3086 ✓

✓ OR: 3987 PG: 0527 ✓

"EXHIBIT A"

BEGINNING AT THE SW CORNER OF SECTION 31, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, THENCE NORTH 00°01'00" WEST ALONG THE WEST SECTION LINE OF SAID SECTION 31, 3338.94 FEET; THENCE LEAVING SAID SECTION LINE SOUTH 82°07'00" EAST ALONG THE ADJUSTED ORIGINAL MEANDER LINE, ACCORDING TO THE OFFICIAL TOWNSHIP PLAT OF 1876 AS RESURVEYED BY THE BUREAU OF LAND MANAGEMENT (BLM) IN 1967, A DISTANCE OF 382.14 FEET; THENCE CONTINUING ALONG SAID MEANDER LINE SOUTH 39°52'00" EAST, 456.62 FEET; THENCE CONTINUING ALONG SAID MEANDER LINE SOUTH 21°34'00" EAST, 598.62 FEET; THENCE CONTINUING ALONG SAID MEANDER LINE SOUTH 00°16'00" EAST, 428.34 FEET; THENCE CONTINUING ALONG SAID MEANDER LINE SOUTH 22°08'00" WEST, 599.28 FEET; THENCE CONTINUING ALONG SAID MEANDER LINE SOUTH 13°51'00" WEST, 429.66 FEET; THENCE CONTINUING ALONG SAID MEANDER LINE SOUTH 17°44'00" WEST, 717.42 FEET; THENCE CONTINUING ALONG SAID MEANDER LINE SOUTH 06°40'00" WEST, 297.66 FEET TO A POINT ON THE SOUTH LINE OF SECTION 31; THENCE SOUTH 89°57'00" WEST ALONG SAID SOUTH LINE OF SECTION 31, A DISTANCE 307.56 FEET TO THE SW CORNER OF SECTION 31 AND THE POINT OF BEGINNING.

LESS AND EXCEPT, ALL LANDS LYING BELOW THE MEAN HIGH WATER LINE OF SAND HILL BAY.



Rookery Bay / Lily Lakes
Parcel 214

✓ OR: 3496 PG: 3087 ✓

✓ OR: 3987 PG: 0528 ✓

"EXHIBIT A"

THE SOUTH 40.00 ACRES OF SECTION 31, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, BEING BOUNDED ON THE EAST BY THE EAST LINE OF SAID SECTION 31; BOUNDED ON THE SOUTH BY THE SOUTH LINE OF SAID SECTION 31; BOUNDED ON THE WEST BY THE EAST LINE OF THAT LAND DESCRIBED IN O.R. BOOK 922, PAGE 1710, COLLIER COUNTY PUBLIC RECORDS, COLLIER COUNTY, FLORIDA; AND BOUNDED ON THE NORTH BY A LINE PARALLEL WITH THE SOUTH LINE OF SAID SECTION 31.

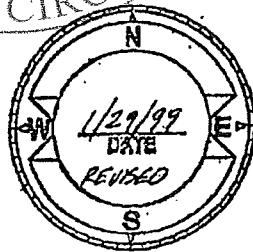
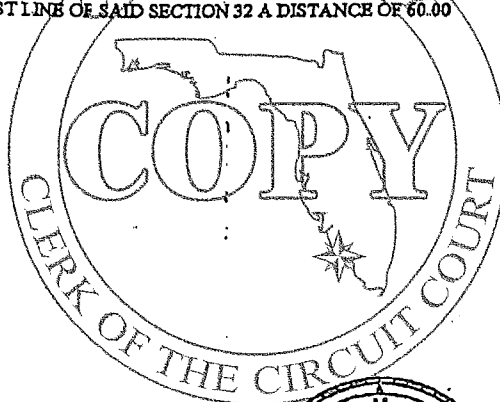
TOGETHER WITH THE FOLLOWING 60.00 FOOT WIDE EASEMENTS FOR INGRESS AND EGRESS;

THE SOUTH 60.00 FEET OF SECTION 32, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA; AND THE EAST 60.00 FEET OF SAID SECTION 32, LYING SOUTH OF TRAIL ACRES UNIT 3, A SUBDIVISION RECORDED IN PLAT BOOK 3 PAGE 94 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA;

AND

A 60.00 FOOT WIDE STRIP OF LAND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 45, BLOCK THREE OF TRAIL ACRES UNIT 3, A SUBDIVISION RECORDED IN PLAT BOOK 3, PAGE 94 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, RUN N 87°34'19" W ALONG THE SOUTHERLY LINE OF SAID SUBDIVISION 1003.95 FEET TO THE PERMANENT REFERENCE MONUMENT INDICATED ON THE PLAT OF SAID SUBDIVISION; THENCE N 39°01'39" W ALONG THE SOUTHWESTERLY LINE OF SAID SUBDIVISION 962.19 FEET TO THE SOUTHEASTERLY CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2312, PAGE 2720 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE ALONG THE LINES OF SAID LANDS S 50°58'21" W 200.00 FEET; THENCE N 39°04'51" W 430.00 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF SOUTHWEST BOULEVARD; THENCE S 50°55'09" W ALONG SAID LINE 40.00 FEET; THENCE S 39°04'51" E 489.94 FEET; THENCE N 50°58'21" E 199.94 FEET; THENCE S 39°01'39" E 929.25 FEET; THENCE S 87°34'19" E 1030.88 FEET TO THE EAST LINE OF SAID SECTION 32; THENCE N 02°32'54" E ALONG THE EAST LINE OF SAID SECTION 32 A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.



Rookery Bay / Lely Lakes
Parcel 216

✓ OR: 3496 PG: 3088 ✓

✓ OR: 3987 PG: 0529 ✓

EXHIBIT "B"

RESERVING unto Grantor, its successors and assigns, Perpetual non-exclusive Easements (the "Easements") for Ingress and Egress over and across the property described in Exhibits "B-1" and "B-2" attached hereto (hereinafter "the Servient Estate"). The Easements reserved for the benefit of Grantor, its successors and assigns, as owner of the adjacent property (hereinafter "the Dominant Estate") are perpetual, non-exclusive easements for ingress and egress over the Servient Estate, upon the following terms and conditions:

1. Character of the Easement. The Easements are perpetual, non-exclusive and appurtenant, and shall run with the title to the Dominant Estate for the benefit of Grantor, its successors, assigns, tenants, invitees and licensees

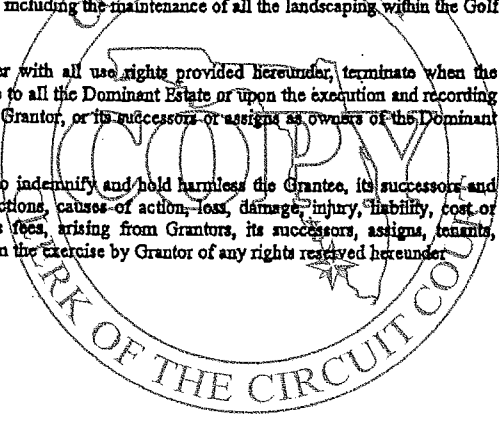
2. Description of the Easement. The Easements reserved hereunder are further described as follows:

(a) An Easement for right-of-way purposes and access for ingress and egress over, across and through the property described in Exhibit "B-1" (the "Service Road Easement"), for service vehicles and maintenance personnel and equipment use in relation to the operation of Golf facilities (the Golf Courses) located on the Dominant Estate. Included in the Service Road Easement shall be a right to construct, maintain and repair a paved roadway to be developed within the easement area. Other provisions herein contained notwithstanding, provided that Grantor, its successors and assigns, owns any portion of the Dominant Estate, Grantor, its successors and assigns, shall have the right to operate, maintain and repair any portion of the Service Road Easement including the maintenance of all the landscaping within said Easement; and

(b) An easement for Golf Cart right-of-way purposes and access for ingress and egress through that portion of the property described in Exhibit "B-2" (the "Golf Cart Easement") for the benefit of the Dominant Estate, for the purpose of access to and from the Golf Courses by Golf Course members, and their invitees and guests, and having the proper use thereof; it being the purpose of the Golf Cart Easement that members of the public wishing to play golf shall have the enjoyment of the Golf Cart Easement for ingress and egress for the purposes of accessing the starting tees of the Golf Courses during the time of day that said Golf Courses are open for play. Included in the Golf Cart Easement shall be the right to construct permanent, paved and raised cart paths within the easement area. Grantor, its successors and assigns, shall have the right to construct, operate, maintain and repair any portion of the cart paths including the maintenance of all the landscaping within the Golf Cart Easement

3. Termination. The Easements, together with all use rights provided hereunder, terminate when the Grantee or its successors or assigns, obtains title to all the Dominant Estate or upon the execution and recording of a Termination of the Easements executed by Grantor, or its successors or assigns as owners of the Dominant Estate.

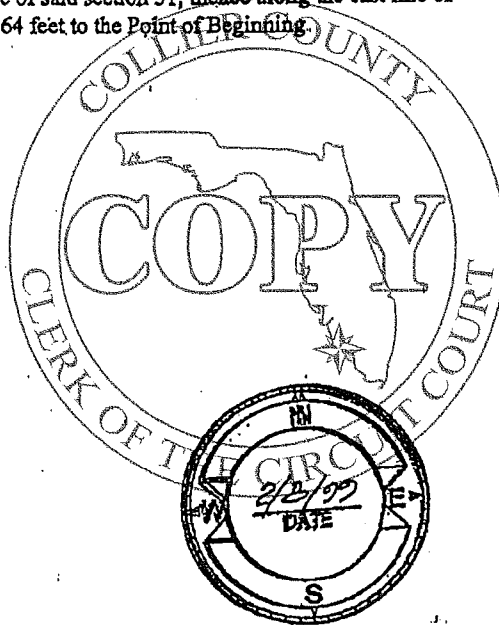
4. Indemnification. The Grantor agrees to indemnify and hold harmless the Grantee, its successors and assigns from and against any and all claims, actions, causes of action, loss, damage, injury, liability, cost of expense, including without limitation attorneys fees, arising from Grantors, its successors, assigns, tenants, invitees or licensees use of the Easements or from the Exercise by Grantor of any rights reserved hereunder



OR: 3987 PG: 0530 ✓
OR: 3496 PG: 3089 ✓

A 65.00 foot wide strip of land lying in Section 31, Township 50 South, Range 26 East, Collier County, Florida, being more particularly described as follows:

Commencing at the southeast corner of Section 31, Township 50 South, Range 26 East, Collier County, Florida; run along the east line of said Section 31, North 02°48'47" East 1820.19 feet to the Point of Beginning; thence North 57°44'24" West 402.71 feet to a point of curvature; thence 232.38 feet along the arc of a curve concave to the northeast, having a radius of 220.00 feet, a central angle of 60°31'16", a chord of 221.73 feet, bearing North 27°28'46" West to a point of tangency; thence North 02°46'52" East 406.09 feet to a point of curvature; thence 173.25 feet along the arc of curve concave to the southwest having a radius of 100.00 feet, a central angle of 99°15'55", a chord of 152.38 feet, bearing North 46°51'05" West to a point of tangency; thence South 83°30'57" West 975.57 feet; thence North 56°10'37" West 939.04 feet; thence South 89°29'19" East 118.36 feet; thence South 56°10'37" East 816.27 feet; thence North 83°30'57" East 951.71 feet to a point of curvature; thence 285.86 feet along the arc of a curve concave to the southwest, having a radius of 165.00 feet, a central angle of 99°15'55", a chord of 251.43 feet, bearing South 46°51'05" East to a point of tangency; thence South 02°46'52" West 406.09 feet to a point of curvature; thence 163.73 feet along the arc of a curve concave to the northeast, having a radius of 155.00 feet, a central angle of 60°31'16", a chord of 156.22 feet, bearing South 27°28'46" East; thence South 57°44'24" East 366.01 feet to the east line of said section 31; thence along the east line of said section 31 South 02°48'47" West 74.64 feet to the Point of Beginning.

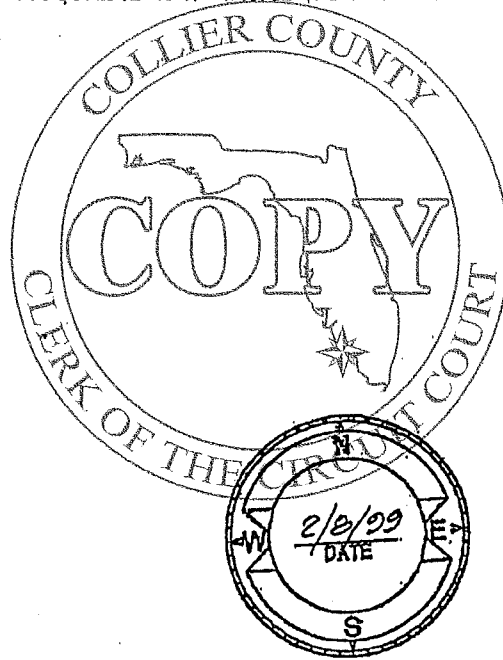


Rocky Bay
Parcel 213
"Subject To" easement
Revision

OR: 3987 PG: 0531
OR: 3496 PG: 3090

A 45.00 foot wide strip of land lying in Section 31, Township 50 South, Range 26 East, Collier County, Florida, being more particularly described as follows:

Commencing at the southeast corner of Section 31, Township 50 South, Range 26 East, Collier County, Florida; run along the east line of said Section 31, North 02°48'47" East 2076.18 feet to the Point of Beginning; thence North 57°44'24" West 13.46 feet to a point of curvature; thence 108.46 feet along the arc of a curve concave to the northeast, having a radius of 155.00 feet, a central angle of 40°05'29", a chord of 106.26 feet, bearing North 37°41'40" West to a point of tangency; thence North 17°38'55" West 273.07 feet to a point of curvature; thence 106.77 feet along the arc of curve concave to the northeast having a radius of 305.00 feet, a central angle of 20°03'27", a chord of 106.23 feet, bearing North 07°37'12" West to a point of tangency; thence North 02°24'32" East 318.72 feet; thence North 83°30'57" East 45.55 feet; thence South 02°24'32" West 325.76 feet to a point of curvature; thence 91.02 feet along the arc of a curve concave to the northeast, having a radius of 260.00 feet, a central angle of 20°03'27", a chord of 90.55 feet, bearing South 07°37'12" East to a point of tangency; thence South 17°38'55" East 273.07 feet to a point of curvature; thence 64.60 feet along the arc of a curve concave to the northeast, having a radius of 110.00 feet, a central angle of 33°38'58", a chord of 63.68 feet, bearing South 34°28'24" East, to the east line of said section 31; thence along the east line of said section 31 South 02°48'47" West 52.47 feet to the Point of Beginning.



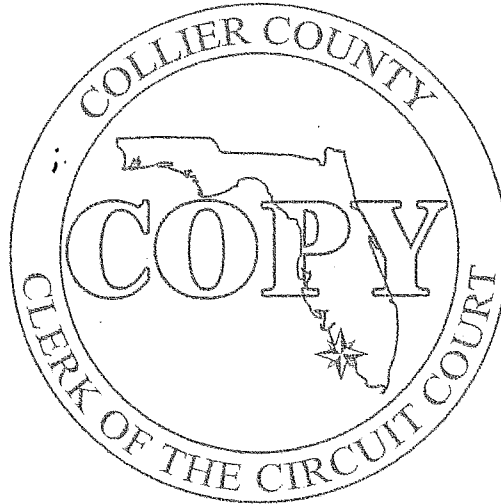
Rookery Bay
Parcel 213
"Subject To" easement
Revision

OR: 3496 PG: 3091

OR: 3987 PG: 0532

RESERVING unto Grantor, its successors and assigns, a temporary non-exclusive Easement (the "Monitoring Well Easement") for Ingress and Egress over and across the property described in Exhibit "C-1" attached hereto (hereinafter the "Servient Estate"). The Monitoring Well Easement reserved herein for the benefit of Grantor as owner of the adjacent property (the "Dominant Estate") is hereby reserved on the following terms and conditions:

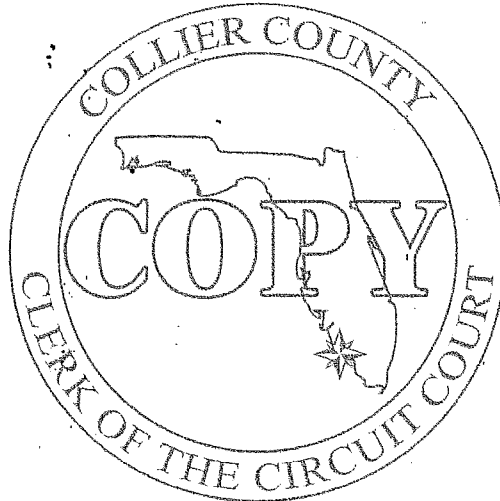
- 1. Character of the Easement The Monitoring Well Easement is temporary, non-exclusive and appurtenant, and shall run with the title to the Dominant Estate for the benefit of Grantor, its successors, assigns, tenants, invitees and licensees.
- 2. Description of the Easement The Monitoring Well Easement will be for the limited specific purpose of access to and maintenance of a ground water monitoring well, situated on the property herein conveyed
- 3. Termination The Monitoring Well Easement will terminate upon removal or abandonment of the ground water monitoring well, and Grantor shall have no further rights hereunder. The Grantor shall be required to record a release of easement in form and substance acceptable to Grantor terminating the easement. Upon Termination, the monitoring well shall be removed and the well will be filled or capped.
- 4. Indemnification The Grantor agrees to indemnify and hold harmless the Grantee, its successors and assigns from and against any and all claims, actions, causes of action, loss, damage, injury, liability, cost or expense, including without limitation attorneys fees, arising from Grantors, its successors, assigns, tenants, invitees or licensees use of the Monitoring Well Easement or from the exercise by Grantor of any rights reserved hereunder.



✓ OR: 3987 PG: 0533 ✓
 ✓ OR: 3496 PG: 3092 ✓

A 10.00 foot wide strip of land for Water Monitoring Well access lying in the Northwest Quarter of Section 31, Township 50 South, Range 26 East, Collier County, Florida, being more particularly described as follows:

Commencing at the north quarter corner of Section 31, Township 50 South, Range 26 East, Collier County, Florida; run along the north line of the northwest quarter of said Section 31, South 86°04'55" West 462.13 feet to the west line of a 110.00 foot wide Florida Power and Light right-of-way, recorded in Official Record Book 194, Page 601 of the Public Records of Collier County, Florida; thence along said line South 01°35'00" West 344.65 feet to the Point Of Beginning; thence continue South 01°35'00" West 10.00 feet; thence North 88°25'00" West 55.00 feet; thence North 01°35'00" East 10.00 feet; thence South 88°25'00" East 55.00 feet to the Point of Beginning.



BSM APPROVED
By J.A. Date 2/25/99

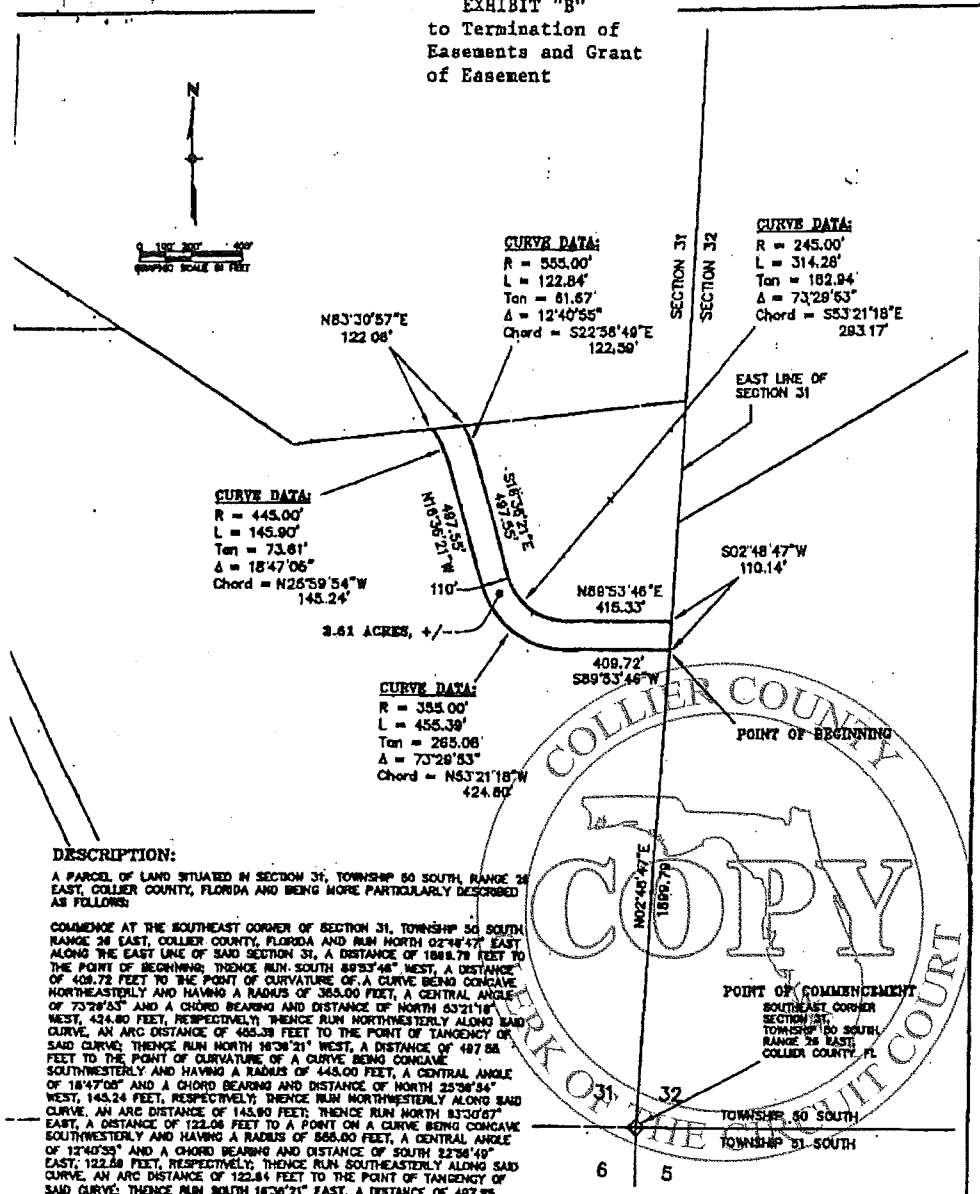
Rookery Bay
Parcel 213
Water Monitoring Well Access Easement

Exhibit "A"
Page 13 of 13
Termination of Easements
and Grant of Easement

✓ OR: 3496 PG: 3093 ✓

✓ OR: 3987 PG: 0534 ✓

EXHIBIT "B"
to Termination of
Easements and Grant
of Easement



DESCRIPTION:

A PARCEL OF LAND SITUATED IN SECTION 31, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 31, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA AND RUN NORTH 02°48'47" EAST ALONG THE EAST LINE OF SAID SECTION 31, A DISTANCE OF 1888.73 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 89°53'46" WEST, A DISTANCE OF 408.72 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 355.00 FEET, A CENTRAL ANGLE OF 73°29'53" AND A CHORD BEARING AND DISTANCE OF NORTH 53°21'18" WEST, 424.80 FEET, RESPECTIVELY; THENCE RUN NORTHEASTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 455.39 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE RUN NORTH 16°36'21" WEST, A DISTANCE OF 487.55 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 445.00 FEET, A CENTRAL ANGLE OF 18°47'06" AND A CHORD BEARING AND DISTANCE OF NORTH 25°59'54" WEST, 145.24 FEET, RESPECTIVELY; THENCE RUN NORTHEASTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 145.90 FEET; THENCE RUN NORTH 83°30'57" EAST, A DISTANCE OF 122.06 FEET TO A POINT ON A CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 555.00 FEET, A CENTRAL ANGLE OF 12°40'55" AND A CHORD BEARING AND DISTANCE OF SOUTH 22°58'49" EAST; 122.50 FEET, RESPECTIVELY; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 122.84 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE RUN SOUTH 16°36'21" EAST, A DISTANCE OF 487.55 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 245.00 FEET, A CENTRAL ANGLE OF 73°29'53" AND A CHORD BEARING AND DISTANCE OF SOUTH 53°21'18" EAST, 283.17 FEET, RESPECTIVELY; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 314.28 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE RUN NORTH 89°53'46" EAST, A DISTANCE OF 418.33 FEET TO AN INTERSECTION WITH SAID EAST LINE OF SECTION 31; THENCE RUN SOUTH 02°48'47" WEST ALONG SAID EAST LINE, A DISTANCE OF 110.14 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 187,185.12 SQUARE FEET OR 3.61 ACRES OF LAND, MORE OR LESS.

NOTES:
THIS IS NOT A SURVEY.
BEARINGS ARE BASED ON THE SOUTH LINE OF SECTION 31, BEING 171° 89°41'53" WEST,
SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD.

SURVEYOR'S CERTIFICATION:

Barry E. Sykes
Barry E. Sykes (For the Firm LB#42)
Professional Land Surveyor
Florida Certificate No. 8348

Date Signed: 6/13/05
Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

JOHNSON ENGINEERING

2390 STAFFORD COURT
MAPLES, FLORIDA 34712
PHONE (351) 434-8333
FAX (351) 434-8330
E.L. #412 & L.S. #948

**SKETCH AND DESCRIPTION
SECTION 31-30-26**

DATE	PLANNED BY	DATE	SCALE	SHEET
06/13/05	29073436	31-30-26	1" = 400'	1 OF 1

OR: 3987 PG: 0535 ✓
OR: 3496 PG: 3094 ✓

EXHIBIT "C"
To Termination of Easements
And Grant of Easement

Commercial Properties Southwest, Inc.

Beginning at the Southeast corner of Section 32, Township 50 South, Range 26 East, Collier County, Florida, run N 2°33'25" East along the East boundary of Section 32 a distance of 1912.10 feet to the Southeast corner of a vacated portion of Trail Acres Unit No 3, as recorded in Plat Book 3, Page 94 of the Public Records of Collier County, Florida; thence run N 87°37'02" West for 1005.44 feet along the South boundary of said vacated portion of Trail Acres Unit No 3; thence N 39°04'00" West for 962.76 feet along the Southwesterly boundary of Trail Acres Unit No 3; thence S 50°56'00" West for 200 feet; thence N 39°04'00" West for 430 feet to a point on the Southeasterly Right-of-Way of Southwest Boulevard as shown on the Plat of Trail Acres Subdivision as recorded in Plat Book 3 at Page 50 of the said Public Records; thence S 50°56'00" West for 762.43 feet along the Southeasterly Right-of-Way line of Southwest Boulevard to a point on the Southwesterly line of Trail Acres Unit No. 2 as recorded in Plat Book 4, Page 62 of the said Public Records; thence run N 39°05'03" West for 1308.78 feet along the Southwesterly boundary of Trail Acres Unit No. 2 to the Southwest corner of Lot 23, Block 3, Trail Acres Unit No. 2; thence S 59°54'32" West for 2041.16 feet to a point on the West boundary of said Section 32, said point being 206.43 feet South of the West ¼ corner of said Section 32; thence S 2°47'20" East along the West boundary of said Section 32 for 2395.07 feet to the Southwest corner of Section 32; thence S 89°41'51" East along the South boundary of Section 32 for 2626.22 feet to the South ¼ corner of Section 32; thence S 89°42'48" East for 2625.86 feet along the South boundary of Section 32 to the Point of Beginning

AND

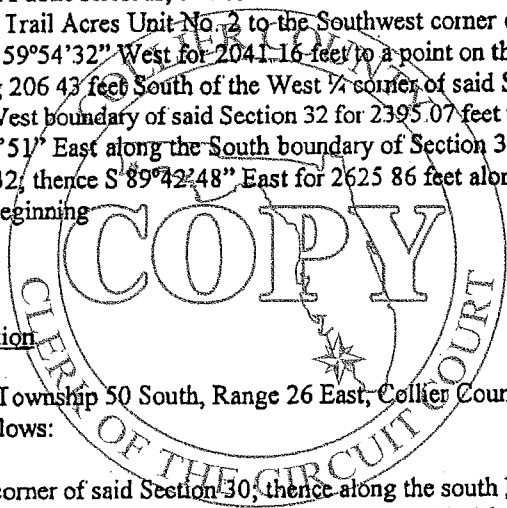
Lely Development Corporation

All that part of Section 30, Township 50 South, Range 26 East, Collier County, Florida, being more particularly described as follows:

Commencing at the east ¼ corner of said Section 30; thence along the south line of the north ½ of said Section 30 North 89°35'00" West 1510.16 feet to the POINT OF BEGINNING of the parcel herein described; thence continue along said line, North 89°35'00" West 435.60 feet; thence leaving said line, North 0°25'00" East 800.00 feet; thence South 89°35'00" East 435.60 feet; thence South 0°25'00" West 800.00 feet to the Point of Beginning of the parcel herein described

AND

All that part of the north ½ of Sections 29 and 30, Township 50 South, Range 26 East, Collier County, Florida, being more particularly described as follows:



OR: 3987 PG: 0536

Commencing at the northeasterly corner of Block "D" of Myrtle Cove Acres Unit No. 1 according to the plat thereof as recorded in Plat Book 3, Page 38, Public Records of Collier County, Florida; thence along the southwesterly right-of-way line of U.S. 41 (Tamiami Trail) North 39°04'00" West 247.15 feet to the easterly most corner of that land as described in O.R. Book 679, pages 170 through 172 (inclusive) Public Records of Collier County, Florida; thence along the boundary of said land in the following two (2) described courses:

- 1) South 50°56'00" West 300.00 feet;
- 2) North 89°35'00" West 961.97 feet to the west line of said land and the POINT OF BEGINNING of the parcel herein described; thence continue North 89°35'00" West 1540.16 feet; thence North 0°25'00" East 1000.00 feet; thence South 89°35'00" East 432.18 feet; thence North 0°25'00" East 100.00 feet; thence South 89°35'00" East 592.98 feet; thence North 0°25'00" East 79.78 feet; thence northerly and northeasterly 473.89 feet along the arc of a circular curve concave to the southeast through a central angle of 50°31'00", having a radius of 537.49 feet and being subtended by a chord which bears North 25°40'30" East 458.69 feet; thence North 50°56'00" East 274.93 feet to the southwesterly right-of-way line of U.S. 41 (Tamiami Trail); thence along said right-of-way line, South 39°04'00" East 1298.05 feet; thence leaving said right-of-way line, South 38°17'25" West 581.30 feet to the northerly line of that land as described in said O.R. 679, Pages 170-172; thence along said northerly line, North 89°35'00" West 348.55 feet to the northwest corner of said land; thence along the west line of said land, South 2°48'13" West 308.99 feet to the southwest corner of said land and the Point of Beginning of the parcel herein described

EXCEPTING THEREFROM, a 2.000± parcel described as follows:

A parcel of land within the boundary of the Lely Research and Development Park, located in the North 1/4 of Sections 29 and 30 of Township 50 South, Range 26 East, Collier County, Florida, being further described as follows:

Commence at the Northeasterly corner of Block "D" of Myrtle Cove Acres Unit No. 1 according to the plat thereof as recorded in Plat Book 3 at Page 38 of the Public Records of Collier County, Florida, and run North 39°04'00" West, along the Southwesterly right-of-way line of U.S. 41, for 994.51 feet to the Easterly most corner of said Lely Research and Development Park; thence continue same course, along said right-of-way, for 985.55 feet to the Easterly most corner of said Parcel 1 and the POINT OF BEGINNING;

thence continue North 39°04'00" West for 212.50 feet to Southerly right-of-way of proposed road;

Exhibit "C"
Page 2 of 5
Termination of Easements
and Grant of Easement

thence run South 50°56'00" West along said Southerly right-of-way, for 274.93 feet to the point of curvature of a curve concaved Southeasterly;
 thence run 178.36 feet, along the arc of said curve having a radius of 437.49 feet, a central angle of 23°21'34", a chord of 177.13 feet and a chord bearing of South 39°15'13" West, to the intersection with a radial line;
 thence run South 62°25'34" East, along said radial line, for 212.50 feet to a non-tangential intersection with a curve concaved Southeasterly;
 thence run 91.73 feet, along the arc of said curve having a radius of 224.99 feet, a central angle of 23°21'34", a chord of 91.09 feet and a chord bearing of North 39°15'13" East, to a point of tangency;
 thence run North 50°56'00" East for 274.93 feet to the POINT OF BEGINNING.

AND

Investors Real Estate Southwest Corporation (now Commercial Properties Southwest, Inc.)

Parcel "D"

Begin at the Northeast corner of Section 31, Township 50 South, Range 26 East, Collier County, Florida, thence 86°04'55" W 2843.44' along the North line of said Section 31 to the West line of a 110' wide Florida Power & Light Right-of-Way, recorded in Official Record Book 194, Page 601 of the Public Records of Collier County, Florida; thence S 01°35'00" W 1854.75' along the West line of said Right-of-Way line; thence leaving said right-of-way line S 89°29'19" E 2788.21' to the East line of said Section 31; thence N 02°45'35" E 2075.63' along the East line of said Section 31 to the Point of Beginning

Parcel "E"

Commencing at the Southwest corner of Section 31, Township 50 South, Range 26 East, Collier County, Florida; thence along the West line of said Section 31 N 00°19'55" E 3702.84 feet to a Point of Beginning; thence continue N 00°19'55" E along said Section line 1152.07 feet to the Northwest corner of said Section 31; thence N 86°04'55" E along the North line of said Section 31 a distance of 1919.18 feet to a point which intersects the Westerly line of a 110 foot wide Florida Power and Light Right-of-Way easement, as recorded in O R Book 194, Pages 601 and 602, Public Records of Collier County, Florida; thence S 01°35'00" W along said Westerly line 179.06 feet to a point; thence leaving said westerly line N 89°27'15" W 508.31 feet to a point; thence S 70°33'22" W 1109.51 feet to a point; thence N 90°00'00" W 307.62 feet to a point; thence S 00°19'55" W 740.00 feet to a point; thence N 89°40'05" W 50.00 feet to the Point of Beginning

Parcel "F"

Commencing at the Northeast corner of Section 31, Township 50 South, Range 26 East, Collier County, Florida; thence along the North line of said Section 31 S 86°04'55" W 2843.44 feet to a point which intersects the West line of a 110 foot wide Florida Power and Light Right-of-Way easement, as recorded in Official Record Book 194, Pages 601-602 of the Public Records of Collier County, Florida; thence along said Westerly line S 01°35'00" W 1854.75 feet; thence leaving said

Exhibit "C"

Page 3 of 5

Termination of Easements
and Grant of Easement

Westerly line S 89°29'19" E 558.68 feet to the Point of Beginning; thence continue S 89°29'19" E 2229.53 to the East line of said Section 31; thence along said East line S 02°45'35" W 259.86 feet; thence leaving said East line S 83°30'57" W 1548.71 feet; thence N 56°10'37" W 816.27 feet to the Point of Beginning

AND

Commercial Properties Southwest, Inc.

All that part of the North ½ of Section 29 lying Westerly of U.S. 41 (Tamiami Trail) and all that part of Section 30 lying Westerly of U.S. #41 (Tamiami Trail), all being in Township 50 South, Range 26 East, Collier County, Florida, U.S.A., EXCEPTING THEREFROM the lands as described in OR Book 58, Page 238; OR Book 80, Page 365; OR Book 192, Page 514; OR Book 105, Page 595; OR Book 138, Page 148; OR Book 105, Page 592; OR Book 1167, Page 903, Collier County Records.

The above-described lands also described as follows:

PARCEL 1

Description of Part of Sections 29, 30 and 31, Township 50 South, Range 26 East, Collier County, Florida

Beginning at the northwest corner of said Section 30; thence along the north line of said Section 30, North 88°23'16" East, 2491.52 feet; thence continue along the north line of said Section 30 North 88°13'29" East 1636.98 feet to the southwesterly right-of-way of Tamiami Trail (US 41) (200' right-of-way); thence along said right-of-way South 39°03'42" East 2333.04 feet; thence leaving said right-of-way South 38°17'43" West 581.30 feet; thence North 89°34'42" West 348.55 feet; thence South 02°48'31" West 308.99 feet; thence South 88°28'28" West 30.00 feet to the east quarter corner of said Section 30; thence along the north line of those lands described in Official Records Book (OR Book) 105, pages 595-597 and OR Book 105, Pages 592-594, Public Records of Collier County, Florida, South 87°14'44" West 683.13 feet; thence along the west line of said land described in OR Book 105, pages 592-594 South 00°20'37" West 672.63 feet; thence along the south line of said lands North 87°26'41" East 654.42 feet to the west line of Myrtle Cove Acres Unit No. 1 as recorded in Plat Book 3, page 38, Public Records of Collier County, Florida; thence along the west line of said Unit No. 1 South 02°45'35" West 1919.99 feet to the southeast corner of said Section 30; thence along the east line of said Section 31, South 02°45'30" West 2335.35 feet; thence South 83°30'57" West 1549.05 feet; thence North 56°10'37" West 816.27 feet; thence North 89°29'19" West 558.68 feet; thence North 01°35'00" East 1675.69 feet; thence North 89°27'15" West 508.31 feet; thence South 70°33'22" West 1109.51 feet; thence due West 357.35 feet to the west line of said Section 31; thence along the west line of said Section 31, North 00°19'55" East 412.36 feet to the northwest corner of said Section 31; thence along the west line of said Section 30, North 00°20'37" East 2685.56 feet to the west quarter corner of said Section 30; thence continue along the west line of said Section 30, North 00°22'18" East 2687.69 feet to the said Point of Beginning; LESS AND EXCEPTING THAT 5.35 ACRE PARCEL OF LAND described in OR Book 192, page 514, Public Records of Collier County, Florida

Containing 730.962 acres, more or less

Exhibit "C"

Page 4 of 5

Termination of Easements
and Grant of Easement

OR: 3987 PG: 0539

ALSO INCLUDING THE FOLLOWING:

PARCEL 2

Description of Part of Section 32, Township 50 South, Range 26 East,
Collier County, Florida:

Beginning at the southwest corner of said Section 32; thence along the west line of said Section 32, North 02°48'47" East, 2394.57 feet; thence leaving said west line North 59°56'01" East 2041.35 feet to the boundary of the plat of Trail Acres Unit 2, Plat Book 4, page 62, Collier County, Florida; thence along said plat boundary South 39°03'07" East 1309.16 feet; thence continue along said plat boundary North 50°55'09" East 762.41 feet; thence leaving said plat boundary South 39°04'51" East 430.46 feet; thence North 50°58'21" East 199.96 feet to the boundary of the plat of Trail Acres Unit 3, Plat Book 3, page 94, Collier County, Florida; thence along said plat boundary South 39°01'39" East 962.19 feet; thence continue along said plat boundary South 87°34'19" East 1003.95 feet to the east line of said Section 32; thence leaving said plat boundary and along said east line, South 02°32'54" West 1912.12 feet to the southeast corner of said Section 32; thence along the south line of said Section 32, North 89°40'29" West 2625.95 feet to the south quarter corner of said Section 32; thence continue along the south line of said Section 32, North 89°40'08" West 2625.60 feet to the said Point of Beginning;

Containing 313.76 acres, more or less.

Subject to easements and restrictions of record

Bearings are based on the south line of said Section 31 being North 89°41'53" West

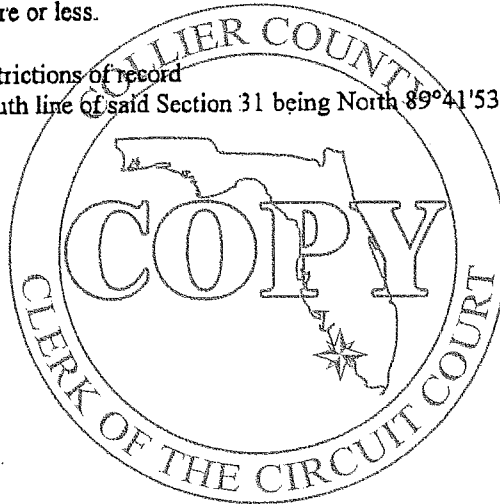


Exhibit "C"
Page 5 of 5
Termination of Easements
and Grant of Easement

EXHIBIT "D"
to Termination of
Easements and Grant
of Easement

OR: 3496 PG: 3100

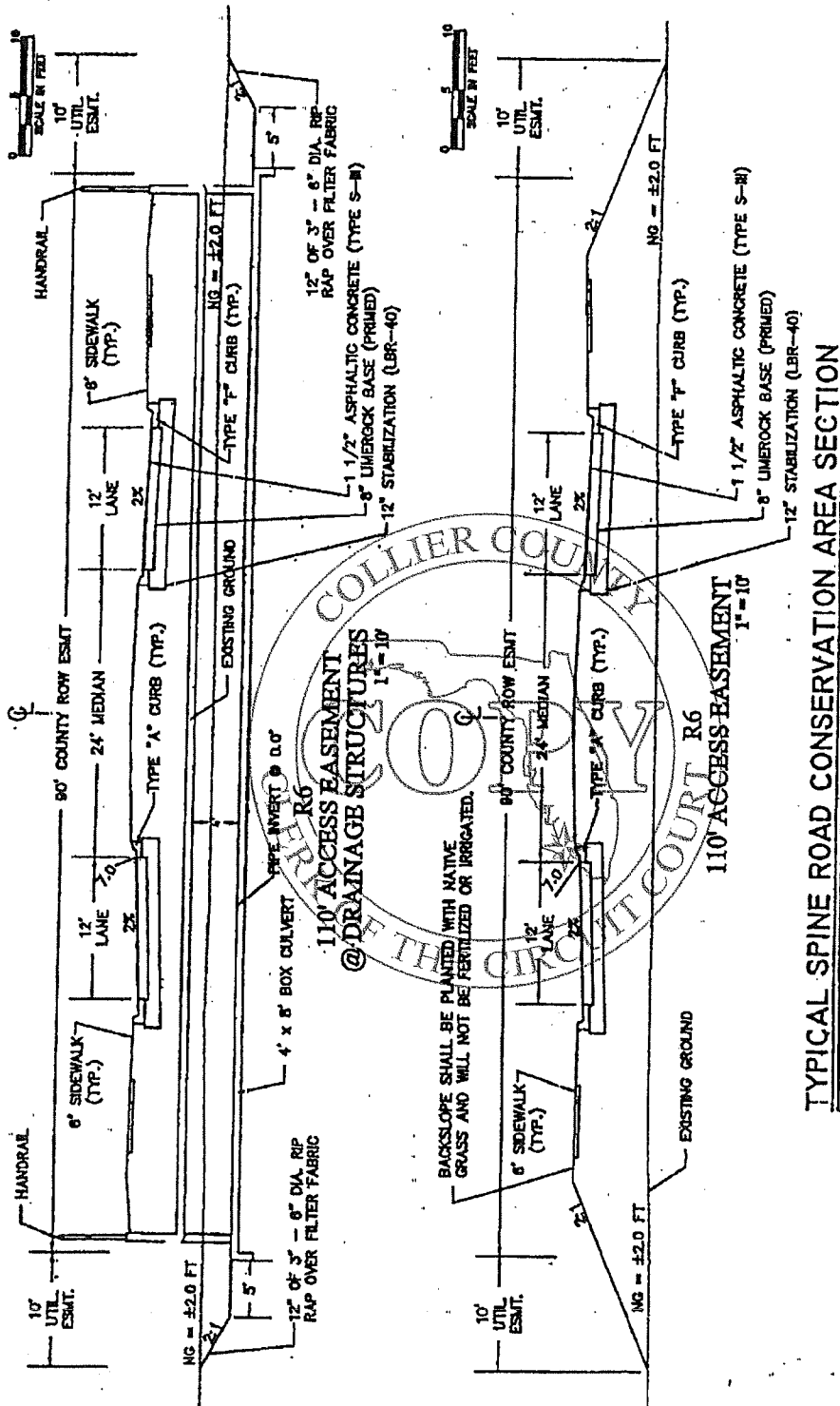
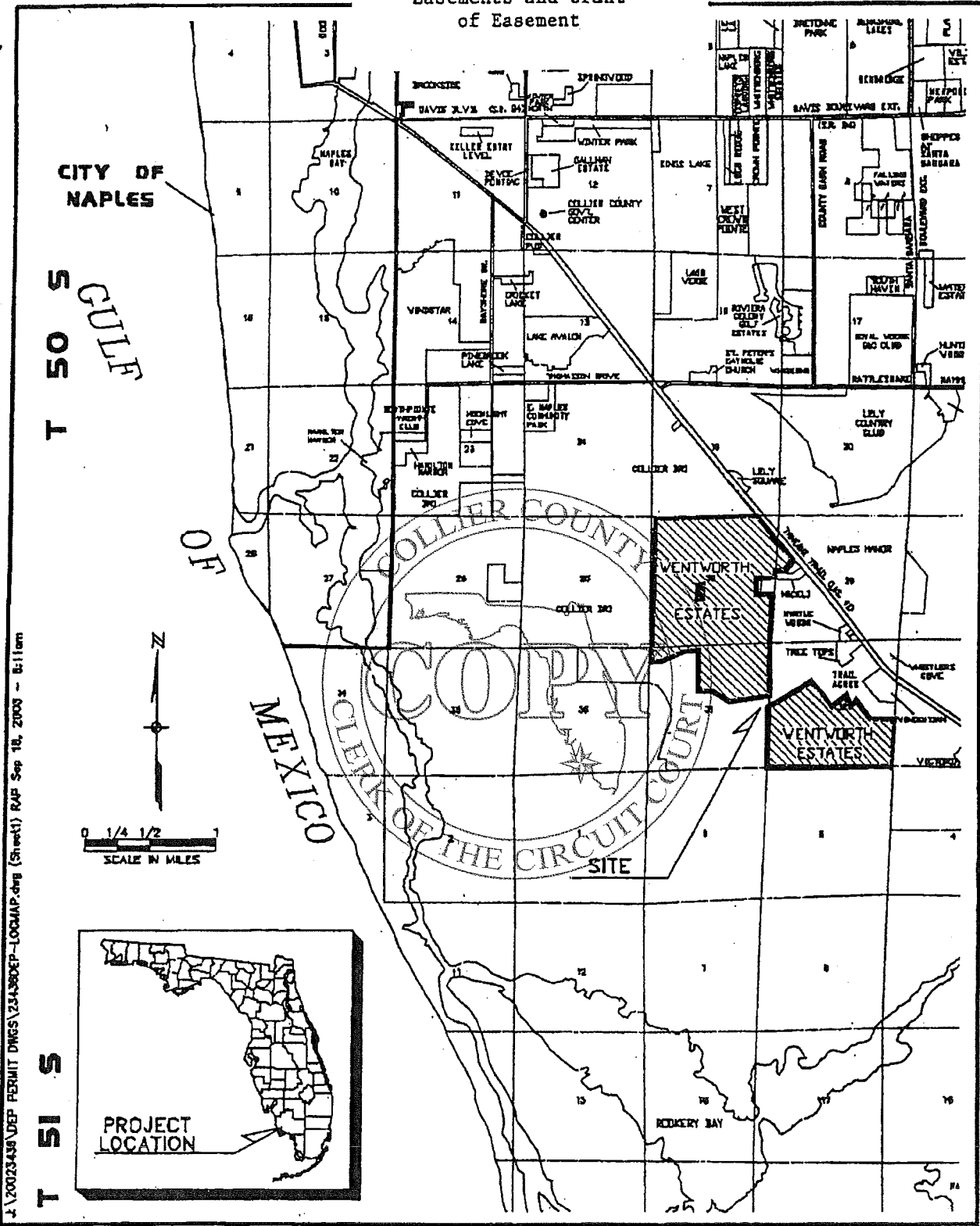


Exhibit "D"
Page 1 of 1
Termination of Easements
and Grant of Easement

OR: 3987 PG: 0541

to Termination of
Easements and Grant
of Easement

OR: 3496 PG: 3101



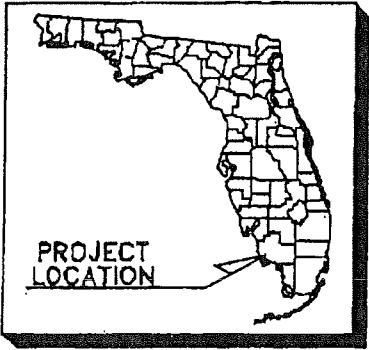
J:\20023436\DEP PERMIT DWG\23436DEP-LOCMAP.dwg (Sheet1) RAP Sep 18, 2003 -- Billam

CITY OF
NAPLES

T 50 S
R 15 W

OF
GULF
MEXICO

COLLIER COUNTY
OF THE CIRCUIT COURT
SITE



OR: 3987 PG: 0542



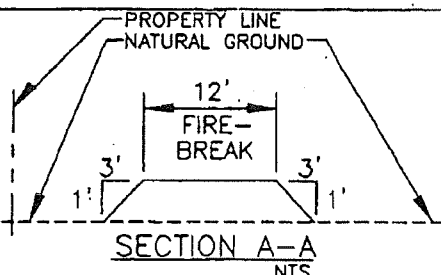
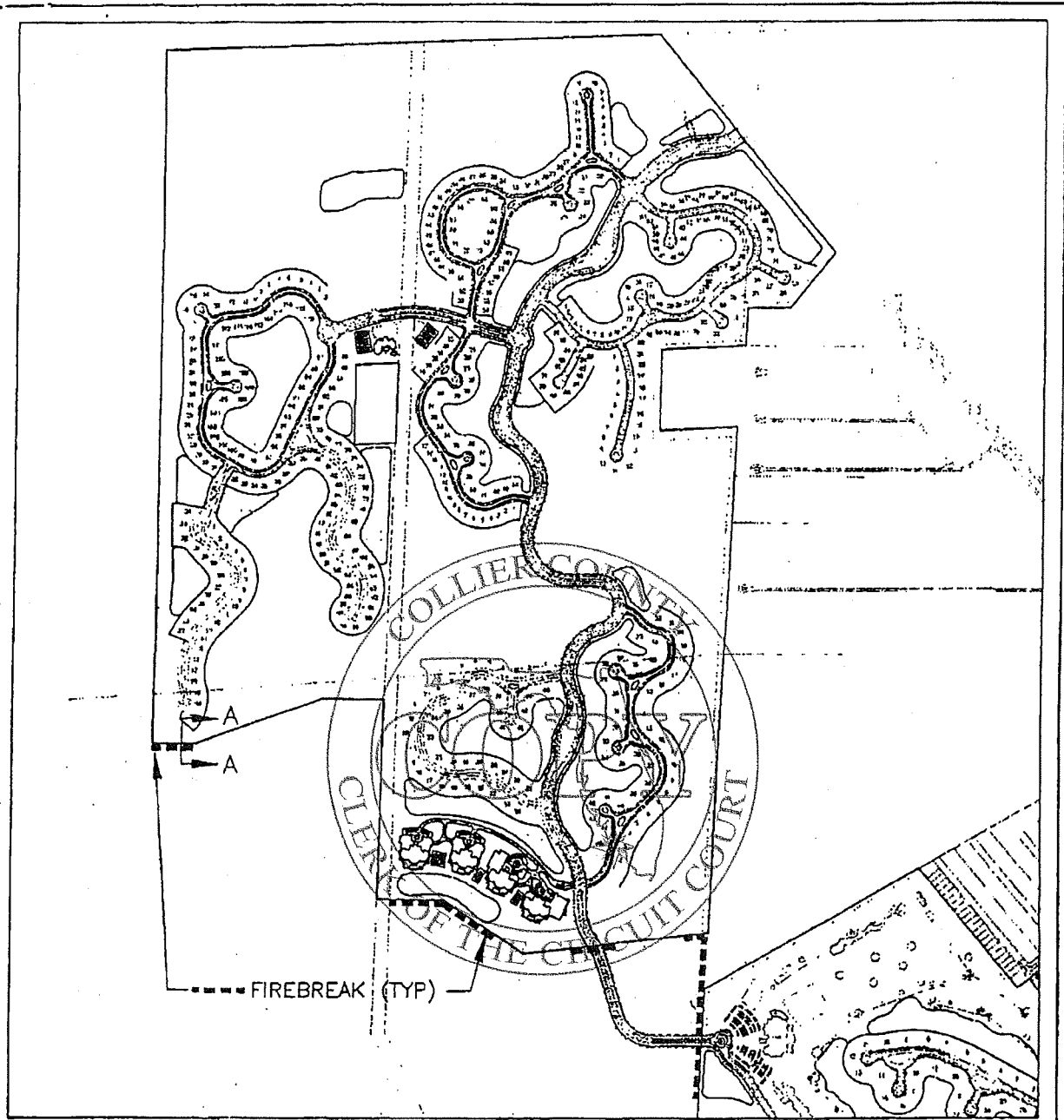
2360 STANFORD COURT
NAPLES, FLORIDA 34112
PHONE (239) 434-0046
FAX (239) 434-9320
E.B. #842 & L.B. #642

WENTWORTH ESTATES
PROJECT LOCATION MAP

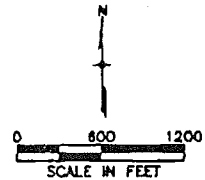
DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
9-17-03	20023436	32-50-28	AS SHOWN	1 of 2

Exhibit "E"
Page 1 of 2
Termination of Easements
and Grant of Easement

\\Nap001\PROJ-NAE\20023436\DEP PERMIT DWGS\DEP-FIREBREAK.dwg (North) PML Nov 07, 2003 - 9:24am



NOTE:
Firebreak delineation provided by Rookery Bay.



OR: 3987 PG: 0543

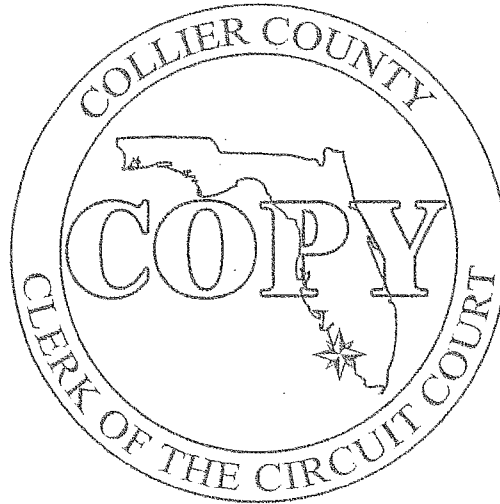


2350 STANFORD COURT
 NAPLES, FLORIDA 34112
 PHONE (239) 434-0046
 FAX (239) 434-9320
 EB #642 & LB #642

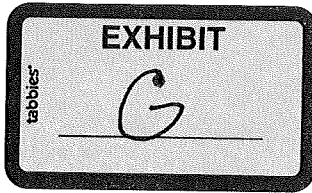
FIREBREAK LOCATION MAP - NORTH
WENTWORTH ESTATES

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
8/20/03	20023436	32-50-26	AS SHOWN	2 of 2

Exhibit "E"
 Page 2 of 2
 Termination of Easements
 and Grant of Easement



State of FLORIDA
County of COLLIER
I HEREBY CERTIFY THAT this is a true and
correct copy of a document recorded in
the OFFICIAL RECORDS of Collier County.
WITNESS my hand and official seal this
date, 3-3-09
DWIGHT E. BROOKS, CLERK OF CIRCUIT COURT
by: [Signature] O.C.



CONSTRUCTION POLLUTION PREVENTION PLAN
for
TREVISO BAY (FORMERLY KNOWN AS WENTWORTH ESTATES)

Treviso Bay
Lat: 26 4' 22"
Long: 81 43' 48"

Treviso Bay Development, LLC, VK Holdings Treviso Bay Golf Course, LLC, VK Holdings Treviso Bay Commercial, LLC
19275 West Capitol Drive
Brookfield, WI 53045

The construction of a residential golf course community. The project will include a commercial out parcel.

Soil disturbing activities will include: clearing and grubbing, excavation of lakes, construction of perimeter berming, placement of storm sewer, utilities, and building foundations; construction of curb and gutter, road, and parking areas; and preparation for final planting, sodding, seeding and mulching.

The site currently includes both undeveloped areas and fallow farm fields. The estimated existing runoff coefficient is 0.2. During construction much of the developed site will be exposed soil during at least a portion of construction. The runoff coefficient during construction is approximately 0.4. After construction the developed site will include buildings, roadways, parking lots, lakes and landscape area. The estimated future runoff coefficient is approximately 0.6. The increased future runoff coefficient will be mitigated by the proposed surface water management system. The surface water management system will attenuate the peak runoff rate and limit it to the allowable discharge rate for this drainage basin.

771 Acres

The order of activities will be as follows:

- | | |
|---|---|
| 1. Installation of temporary erosion control measures. | 7. Complete final paving. |
| 2. Clearing and grubbing. | 8. Complete landscape grading and install permanent seeding and plantings. |
| 3. Excavation of lakes | |
| 4. Stockpile and placement of excavated soil. | 9. When all construction activity is complete and the site is stabilized, remove temporary erosion control measures and re-seed any areas disturbed by their removal. |
| 5. Install utilities, storm sewer, curb and gutter. | |
| 6. Complete grading, subgrade and base course construction. | |

Rookery Bay

Temporary Stabilization: Top soil stock piles and disturbed portions of the site where construction activity temporarily cease for at least 21 days will be stabilized with temporary seed and mulch no later than 14 days from the last construction activity in that area. The seed shall be Bahia, millet, rye, or other fast-growing grasses. Prior to seeding, fertilizer or agricultural limestone shall be applied to each area to be temporarily stabilized. After seeding, each area shall be mulched with the mulch disked into place. Areas of the site which will be paved will be temporarily stabilized by applying limerock subgrade until bituminous pavement can be applied.

Permanent Stabilization: Disturbed portions of the site, where construction activities permanently cease, shall be stabilized with sod, seed and mulch, landscaping, and/or other equivalent stabilization measures (e.g., rip-rap, geotextiles) no later than 14 days after the date of the last construction activity. The sod shall typically be Floratam or Bahia sod. Prior to seeding, fertilizer or agricultural limestone shall be applied to each area to be temporarily stabilized. After seeding, each area shall be mulched with the mulch disked into place.

Silt Fence / Straw Bale Barrier - will be constructed along those areas of the project that border adjacent wetlands. At a minimum, the silt fence and/or straw bale barrier will be placed along all wetland buffers and all SFWMD and Corps of Engineers jurisdictional wetland boundaries.

Straw Bale Drop Inlet Sediment Filter - will be placed around all constructed storm drain inlets immediately upon completion of construction and shall remain in-place until the contributing drainage area is stabilized. Alternatively, grate inlets can be covered with filter fabric material until stabilization.

The project will utilize a system of lakes to provide the required water quality treatment and attenuation. Discharges from the water management system will be regulated by a water control structure. This control structure will be used to maintain water levels in the detention facilities that will maintain or restore the hydroperiod in the wetlands and flowways. The water control structures will also be used to restrict the discharges from the project as described above.

Spreader swales will be used to disperse flow and dissipate energy of runoff. Spreader swales will be used at the appropriate location to disperse flows discharged from the water management system into receiving flowways. Spreader swales will be heavily planted with native vegetation to help buffer the transition from the manmade lakes to the natural systems.

DISCHARGE RATES

25 year, 72 hour = .31 cfs

Waste Materials:

All waste materials will be collected and stored in a trash dumpster which will meet all local and State solid waste management regulations. All trash and construction debris from the site will be deposited in this dumpster. The dumpster will be emptied as required due to use and/or State and local regulations with the trash disposed of at the appropriate landfill operation. No construction waste materials will be buried onsite. All personnel will be instructed regarding the correct procedure for waste disposal. Notices stating these practices will be posted in the construction office trailer.

Hazardous Waste:

All hazardous waste materials will be disposed of in the manner specified by local or State regulation or by the manufacturer. Site personnel will be instructed in these practices.

Sanitary Waste:

All sanitary waste will be collected from the portable units by a local, licensed, sanitary waste management contractor, as required by local regulation.

A stabilized construction entrance has been provided to help reduce vehicle tracking of sediments. As they are completed, paved streets will be swept as needed to remove any excess muck, dirt, or rock tracked from the site. Dump trucks hauling material from the construction site will be covered with a tarpaulin.

Installation of hay ball / silt fence barriers (around wetlands) and stabilized construction entrance will be constructed prior to extensive clearing or grading of any other portions of the site. Areas where construction activity temporarily ceases for more than 21 days will be stabilized with a temporary seed and mulch within 14 days of the last disturbance. Once construction activity ceases permanently in an area, that area will be stabilized with permanent sod, seed and mulch, landscaping, and/or other equivalent stabilization measures (e.g., rip-rap, geotextiles). After the entire site is stabilized, the silt fence / straw bale barriers can be removed.

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

INSPECTION PROCEDURES

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 0.5 inches or greater.
- ♦ All measures will be maintained in good working order; if a repair is necessary, it shall be corrected as soon as possible, but in no case later than 7 days after the inspection.
- ♦ 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, to see if the fabric is securely attached to the fence posts, and to see that the fence posts are firmly in the ground.
- ♦ Temporary seeding and permanent sodding 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.
- ♦ The Owner will appoint one individual who will be responsible for inspections, maintenance and repair activities, and for completing the inspection and maintenance reports.
- ♦ Personnel selected for inspection and maintenance responsibilities will receive training from the site superintendent. They will be trained in all the inspection and maintenance practices necessary for keeping the erosion and sediment controls used onsite in good working order.

NON-STORM WATER DISCHARGES

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

- ♦ Water from water line flushings.
- ♦ Pavement wash waters (when no spills or leaks of toxic or hazardous materials have occurred).
- ♦ Uncontaminated groundwater (from dewatering excavation).
- ♦ All non-storm water discharges will be directed to the storm water management facilities prior to discharge.

ON-SITE MATERIALS

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

- | | |
|---|--|
| <ul style="list-style-type: none"> ♦ Concrete ♦ Detergents ♦ Paints (enamel and latex) ♦ Metal Studs ♦ Asphalt ♦ Roof Tiles | <ul style="list-style-type: none"> ♦ Fertilizers ♦ Petroleum Based Products ♦ Cleaning Solvents ♦ Wood ♦ Masonry Block ♦ Clay or concrete bricks |
|---|--|

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

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

- An effort will be made to store only enough product required to do the job.
- All materials stored onsite will be stored in a neat, orderly manner in their 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 the container.
- Manufacturers' recommendations for proper use and disposal will be followed.
- The site superintendent will inspect to ensure proper use and disposal of materials onsite.

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

- Products will be kept in original containers unless they are not resealable.
- 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.

The following product specific practices will be followed onsite:

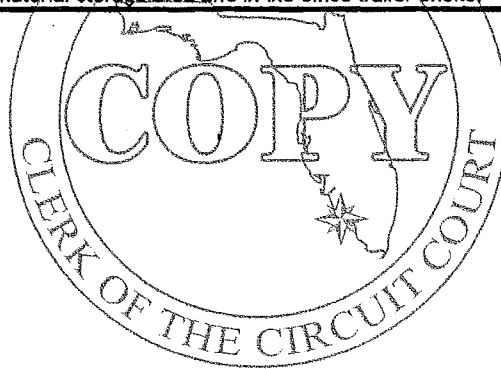
All onsite vehicles will be monitored for leaks and receive regular preventive maintenance to reduce the chance of leakage. Petroleum products will be stored in tightly sealed containers which will be clearly labeled. Any asphalt substances used onsite will be applied in accordance with the manufacturer's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

Fertilizers will be applied only in the minimum amounts 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 bin to avoid spills.

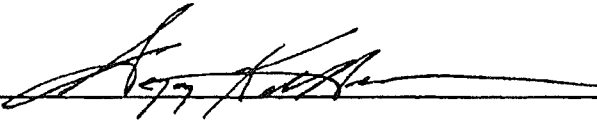
All containers will be tightly sealed and stored when not required for use. Excess paint will not be discharged to the storm sewer system but will be properly disposed of according to manufacturers' instructions and/or state and local regulations.

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

- ♦ Manufacturers' recommended methods for spill cleanup will be clearly posted and site personnel will be made aware of the procedures and the location of the information and cleanup supplies.
- ♦ Materials and equipment necessary for spill cleanup will be kept in the material storage area onsite. Equipment and materials will include--but not be limited to--rags, gloves, goggles, kitty litter, sand, and plastic and metal trash containers specifically for this purpose.
- ♦ All spills will be cleaned up as soon as possible after discovery.
- ♦ The spill area will be kept well ventilated and personnel will wear appropriate protective clothing to prevent injury from contact with a hazardous substance.
- ♦ Spills of toxic or hazardous material will be reported to the appropriate state or local government agency, regardless of the size.
- ♦ The spill prevention plan will be adjusted to include measures to prevent this type of spill from reoccurring and how to clean up the spill if there is another one. A description of the spill, what caused it, and the cleanup measures will also be included.
- ♦ The Contractor's site superintendent will be responsible for the day-to-day site operations and will be the spill prevention and cleanup coordinator. He will designate at least two other site personnel who will receive spill prevention and cleanup training. These individuals will each become responsible for a particular phase of prevention and cleanup. The names of responsible spill personnel will be posted in the material storage area and in the office trailer onsite.



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: 

Print Name: Sanjay Kuttempoor

Title: Vice President

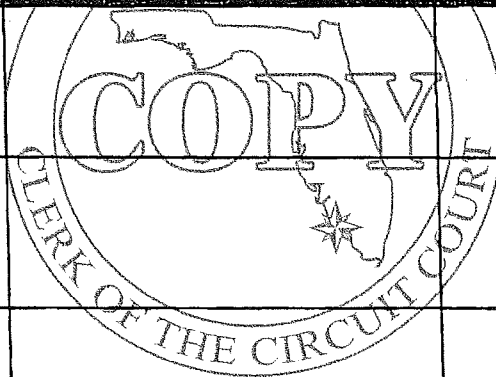
Date: 10/8/04

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 industrial activity from the construction site identified as part of this certification.

Date:

Date:

Date:

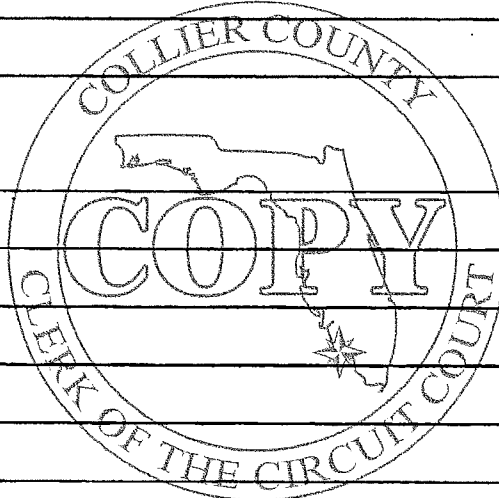


CONSTRUCTION POLLUTION PREVENTION PLAN
for

Inspection And Maintenance Report Form

CHANGES REQUIRED TO THE POLLUTION PREVENTION PLAN:

REASONS FOR CHANGES:



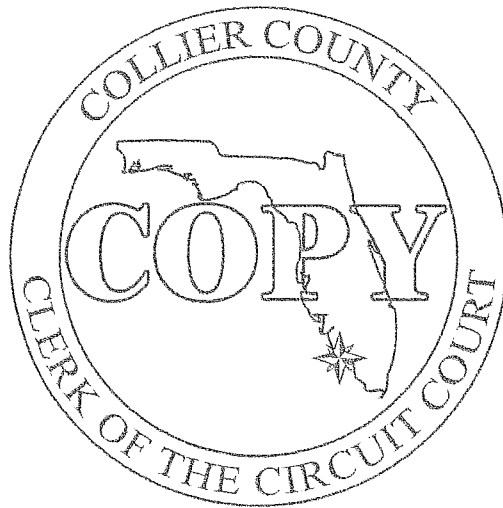
I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage 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.

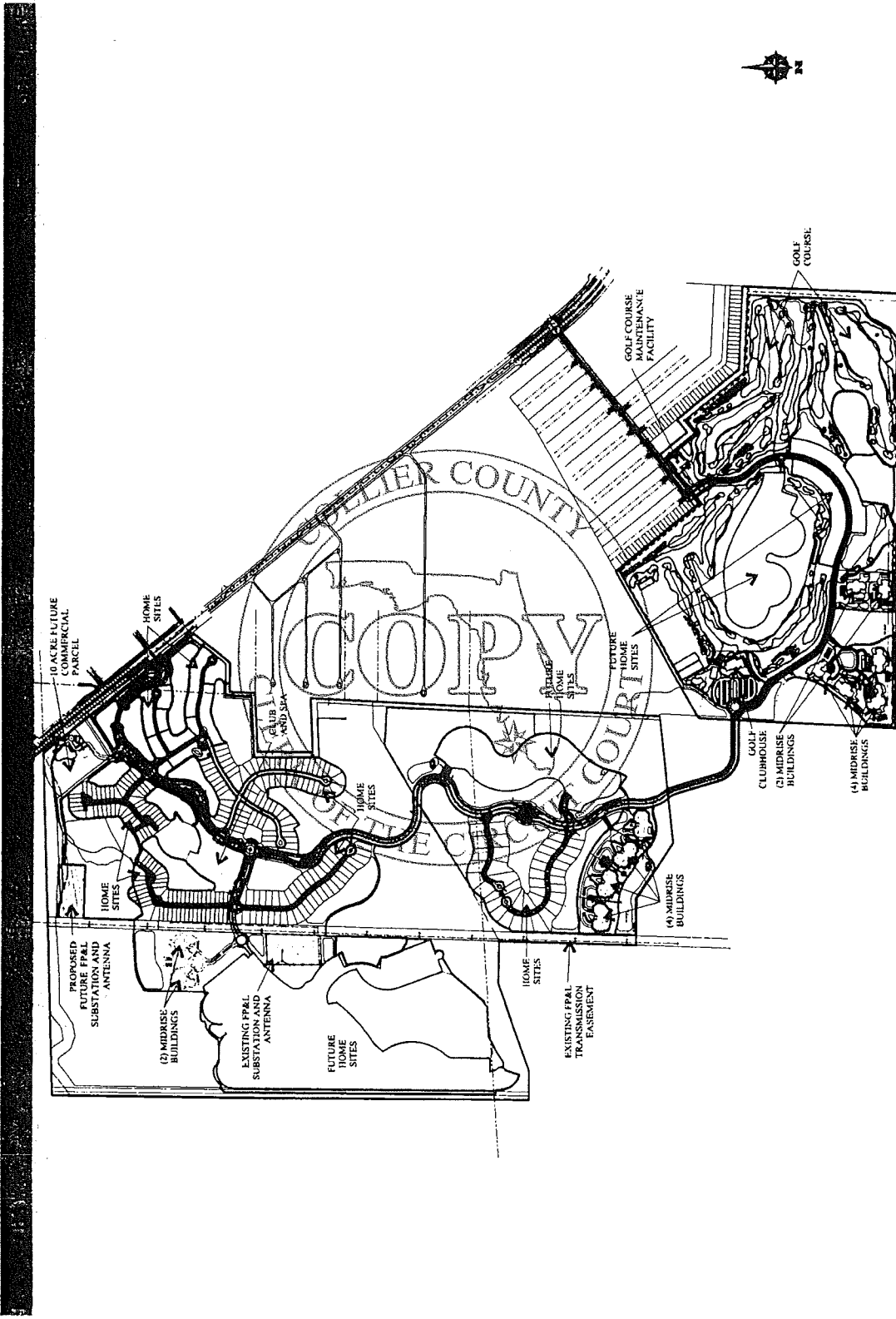
Signature

Date

EXHIBIT "H"

Site Plan of Treviso Bay





This Site Plan of Treviso Bay (the "Development") is conceptual in nature and for illustrative purposes only. This Site Plan, or portions thereof, of the Development is subject to change without notice by Treviso Bay Development, LLC (the "Developer").

This Instrument Prepared By:
Charles Mann, Esq.
Pavese Law Firm
1833 Hendry Street
Fort Myers, FL 33901
(239) 334-2195

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
TREVISO BAY GOLF CLUB
(GOLF DECLARATION)**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS ("Golf Declaration" or "Declaration") is made this 13 day of January, 2012, by Lennar Homes, LLC, a Florida limited liability company ("Declarant").

WHEREAS, Declarant owns certain real property located within Collier County, Florida upon which it intends to create a planned community made up of various residential units as well as an 18 hole golf course and related recreational and other common facilities and amenities collectively to be known as Treviso Bay; and

WHEREAS, all of Treviso Bay has been subjected to that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Treviso Bay recorded at Official Records Book ___, Page ___ of the Public Records of Collier County Florida ("Master Declaration"); and

WHEREAS, Declarant desires to create a separate set of covenants governing the use and operation of the golf course, as well as providing for a separate bundled golf membership program for Treviso Bay; and

WHEREAS to provide a means for meeting the purposes and intents herein set forth, the Declarant has incorporated Treviso Bay Golf Club, Inc., a Florida corporation not for profit (hereinafter the "Golf Club"); and

WHEREAS, the golf membership program is anticipated to provide that some, but not all, lots or other residential units in Treviso Bay will be required to become Members of the Treviso Bay Golf Club pursuant to the terms and conditions of the Golf Declaration.

NOW THEREFORE the Declarant, and any other person owning an interest in the subject property who at any time consents to or joins in the making of this Golf Declaration, hereby declares that the real property described in Exhibit "A" hereto, is and shall be owned, used, sold, conveyed, encumbered, demised and occupied subject to the provisions of this Declaration, which shall run with the Land subject to the Golf Declaration and be binding on all parties having any right, title or interest in the real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof. Further, the express intent of Declarant is that substantive contract rights created hereunder shall not be retroactively affected by legislation enacted subsequent to the recording of this Golf Declaration.

1. **DEFINITIONS.** The following definitions shall apply to the terms used in this Golf Declaration and its recorded exhibits, unless the context clearly requires another meaning.

1.1 "**Assessment**" or "**Assessments**" means a share of the funds required for the payment of the expenses of the Golf Club which from time to time are assessed against the Golf Members, including without limitation annual assessments and special assessments, as authorized by Section 8 of this Declaration.

1.2 "**Board**" means the Board of Directors of Treviso Bay Golf Club, Inc.

1.3 "**CDD**" means and refers to the Wentworth Estates Community Development District.

1.4 "**CDD Property**" means any and all real property and improvements which the CDD either owns, contracts, operates, administers or has jurisdiction over or any combination of the foregoing or otherwise administers pursuant to its responsibilities under Chapter 190, Florida Statutes, and the documents establishing the CDD. The term "CDD Property" shall include systems, facilities and services that the CDD may acquire, construct, maintain and finance over the years (which constitute projects or infrastructure improvements) which may or may not be owned by the CDD.

1.5 "**County**" or "**the County**" means Collier County, Florida.

1.6 "**Declarant**" means Lennar Homes, LLC, a Florida limited liability company, its successors, grantees or assigns or any other entity to which the Declarant specifically assigns any or all of the rights it may have under this Golf Declaration.

1.7 "**Family**" means one natural person or two or more natural persons each of whom are related to each other by blood, marriage, or adoption and who customarily reside and live together and otherwise hold themselves out as a single housekeeping unit or not more than two natural persons who are not related to each other by blood or adoption, who customarily reside and live together and otherwise hold themselves out as a single housekeeping unit. The decision as to whether two persons reside and constitute a qualifying family unit shall be a matter for the Board of Directors in their sole and unbridled discretion. Once designated and accepted by the Board as a qualifying family unit, no change in persons so constituting the qualifying family unit may be made except for one time in any calendar year and no more than three times in any constituent partner's lifetime, but in all events such change in partner shall be subject to the Board's approval in its sole and unbridled discretion. Further, the biological or adopted children of only one person shall be entitled to golf privileges if they meet all of the following conditions: (a) said child or children are age 21 or less; and (b) such child or children are not married or co-habiting with any third party; and (c) said children do not have custodial children of their own, (i.e., grandchildren of the Member); and (d) said children reside with the Owner on a permanent basis, or in the case of college or graduate students, at such times as the student is not enrolled in a college or university. If a Lot or Living Unit is owned by two or more persons who are not a "family" as described above, or is owned by an entity which is not a natural person, the Owner shall be required to select and designate one (1) family as defined above to utilize the Golf Membership. The Golf Club may restrict the frequency of changes in such designation when there is no change in ownership of the Lot or Living Unit.

1.8 "**Golf Club**" means Treviso Bay Golf Club, Inc., a Florida corporation not for profit, which has its principal place of business in Collier County, Florida, and its successors and assigns.

1.9 "**Golf Club Common Areas**" or "**Common Areas**" means any and all real property and improvements owned by, leased to, or otherwise dedicated to the Golf Club for the use and benefit of the Golf Members.

1.10 "**Golf Club Documents**" means this Golf Declaration, the Articles of Incorporation and Bylaws of the Golf Club, and the various Rules and Regulations, all as lawfully amended from time to time. In the event of an irreconcilable conflict between any two of the Golf Club Documents, the order of priority shall be the same as the order in which they are named in this Section 1.10.

1.11 "**Golf Club Property**" means all real property comprising Treviso Bay Golf Club, and the improvements thereon.

1.12 "**Golf Member**" means a person who is entitled to membership in the Golf Club, as provided in Section 2 of the Golf Club Bylaws. Membership is mandatory for the Owners of all Lots or Living Units submitted to this Declaration.

1.13 "**Guest**" means any person who is physically present in, or occupies a Living Unit on a temporary basis at the invitation of the Owner or other legally permitted occupant, without the payment of consideration.

1.14 "**Institutional Mortgagee**" means:

(A) a lending institution having a first mortgage lien upon a Lot or Living Unit, including any of the following institutions: a Federal or State savings and loan or building and loan association, a bank chartered by a state or federal government, a real estate investment trust, a pension and profit sharing trust, a mortgage company doing business in the State of Florida, or a life insurance company; or

(B) a governmental, quasi-governmental or private agency that is engaged in the business of holding, guaranteeing or insuring residential mortgage loans (including without limitation the Federal National Mortgage Association), Governmental National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Administration and Veterans Administration and which holds, guarantees or insures a first mortgage upon a Lot or Living Unit; or

(C) the Declarant and any and all investors or lenders, or the successors and assigns of such investors or lenders which have loaned money to Declarant to acquire, develop, or construct improvements upon the Golf Club Property and who have a mortgage lien on all or a portion of the Golf Club Property securing such loan. An "Institutional Mortgage" is a first mortgage held by an Institutional Mortgagee encumbering a Lot or Living Unit.

1.15 "**Lands**" means the land described in Exhibit "A" to this Golf Declaration, as it may be amended from time to time, or as may be otherwise submitted to this Golf Declaration by Supplemental Declaration or by consent and joinder of the Owner and mortgagee(s) of any land being submitted.

1.16 "**Lease**" when used in connection with a Living Unit, means the grant by the Owner of the Living Unit of a temporary right of use of the Living Unit for valuable consideration.

1.17 "**Living Unit**" means any residential structure, including a single family detached or attached dwelling unit or condominium unit, submitted to this Golf Declaration and intended for use by one family as their place of residence. If a Living Unit is a free-standing or attached single family home or villa located on a Lot, the use of the term "Living Unit" or "Unit" shall be interpreted as if the term was followed immediately by the words "and the Lot on which it is located."

1.18 "**Lot**" means one or more of the platted portions of land into which parts of Treviso Bay have been subdivided and submitted to this Golf Declaration, upon each of which a single Living Unit has been, or is intended to be, constructed. Unless the context clearly requires a different interpretation, the term "Lot" shall be interpreted as if it were followed by the words "and the Living Unit constructed thereon".

1.19 "**Master Declaration**" is the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Treviso Bay recorded in O.R. Book ____, Page ____, Public Records of Collier County, Florida, and all exhibits attached thereto.

1.20 "**Occupy**" when used in connection with a Living Unit, means the act of using a Living Unit as one's place of residence for two (2) or more consecutive days. An "**Occupant**" is one who occupies a Living Unit, other than the Owner or his family as defined above.

1.21 "**Owner**" means the record Owner of legal title to any Lot or Living Unit.

1.22 "**SFWMD**" means South Florida Water Management District.

1.23 "**Treviso Bay**" is the name of the development that Treviso Bay Golf Club is a part of.

1.24 "**Voting Interests**" means the arrangement established in Section 2.1 of the Bylaws of the Golf Club by which the Owners of each Lot or Living Unit are entitled to vote in the affairs of the Golf Club, whenever a vote of the Owners is permitted or required as to any Golf Club business.

2. **TREVISO BAY GOLF CLUB.** Treviso Bay Golf Club shall consist of an 18 Hole championship style golf course, as well as related amenities and facilities. Every Owner of a Lot or Living Unit subject to this Golf Declaration shall be a Golf Member of the Golf Club. Each Lot or Living Unit shall be held, sold and conveyed subject to the covenants, conditions and restrictions of the Golf Declaration, the terms of which shall run with the title to each such Lot or Living Unit.

The Declarant contemplates that not all of the Owners of Lots or Living Units in Treviso Bay will become Golf Members of the Golf Club. The Lots or Living Units that shall be bundled with golf memberships to the Golf Club will be subjected to this Golf Declaration by their inclusion in Exhibit "A" to the Declaration, by written consent and joinder to the Golf Declaration or by Supplemental Declaration adding such Lots or Living Units to Treviso Bay Golf Club, as the Declarant may determine in its sole and unilateral discretion.

Each Golf Member of the Golf Club shall have the non-exclusive right to use the Club Common Areas, which shall be appurtenant to and shall run with each Owner's golf membership in the Golf Club, subject to the Golf Club Documents. However, the Golf Club has the right to enter into Agreements with the Master Association, the CDD or other parties governing the operation and use of the Golf Club Common Areas.

The Declarant intends that specific elements of Golf Membership in the Golf Club shall be determined by the Rules and Regulations or other documents that comprise the Golf Club Documents. The Rules and Regulations may contain matters related to various golf fees, tee times, guest play and other matters relating to the operation of the golf course and administration of the membership program. Further, the Declarant and/or the Golf Club may, in its sole and absolute discretion, enter into agreements with the Tournament Players Club ("TPC"), for management of the Golf Club Common Areas, reciprocal play by TPC members, or other terms and conditions.

3. **THE GOLF CLUB'S PURPOSES AND POWERS.** The primary purposes of the Golf Club are to hold title to, operate and/or maintain the Golf Club Common Areas. Portions of the Golf Club Common Areas may be owned by other entities, including but not limited to the Master Association and/or the CDD. The Golf Club may operate or maintain these areas under leases or other agreement.

3.1 **Golf Club Common Areas.** The Golf Club shall operate, maintain and, if deeded by the Declarant, hold record title to the Golf Club Common Areas. The Golf Club Common Areas shall include the golf course, golf practice facilities, golf maintenance facilities, golf cart facility and golf pro shop. The Board of Directors may promulgate reasonable rules and regulations regarding use of the Golf Club Common Areas consistent with the Golf Club Documents. Use of Golf Club Common Areas shall be available to all Golf Members and their invitees, guests, family members and tenants, subject to the rules and the Golf Club Documents. The costs of operating, maintaining, repairing, insuring and protecting the Golf Club Common Areas and the facilities located thereon or connected therewith shall be assessed equally against all Lots and Living Units owned by a Golf Member. The Golf Club shall have, without limitation, the following powers:

(A) To exercise all rights set forth in the Golf Club Documents.

(B) To allow public use of the golf course and clubhouse, and other facilities, until control of the Golf Club has been transferred to Owners other than the Declarant. Thereafter, the Board of Directors may determine whether and to what extent public use of the golf course and other Golf Club facilities will be allowed.

(C) To lease, assign or otherwise transfer the operating rights to, and any and all profits from the golf pro shop or other facility on the Golf Club Common Areas to a third party.

(D) To restrict or prohibit the recovery of lost golf balls on and around the golf course and in water hazards and to sell or assign the exclusive right to do so to commercial enterprises.

(E) To restrict or prohibit use of the cart paths, and the golf course generally, for jogging, cycling, walking pets or other activities not directly related to the playing of golf.

(F) To enter into Agreements for the maintenance and operation of Golf Club Property.

(G) To promulgate rules and regulations governing use of the Golf Club Common Areas consistent with the Golf Club Documents.

3.2 **Manager.** The Golf Club may contract, employ and pay for the services of an entity or person to assist in managing its affairs and carrying out its responsibilities, and may employ other personnel as the Golf Club shall determine to be necessary or desirable.

3.3 **Personal Property.** The Golf Club may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise.

3.4 **Insurance.** The Golf Club at all times shall procure and maintain adequate policies of public liability and other insurance as it deems advisable or necessary. The Golf Club additionally shall cause all persons with access to Golf Club funds to be insured or bonded with adequate fidelity insurance or bonds.

3.5 **Express and Implied Powers.** The Golf Club may exercise any rights, powers or privileges given to it expressly by the Golf Club Documents or by the law in effect at the time this Golf Declaration is

recorded, and every other right, power or privilege reasonably inferable therefrom.

3.6 **Acts of the Golf Club**, Unless the approval or affirmative vote of the Members is specifically made necessary by some provision of applicable law or the Golf Club Documents, all approvals or actions permitted or required to be given or taken by the Golf Club may be given or taken by its Board of Directors, without a vote of the Golf Members. The officers and directors of the Golf Club have a fiduciary relationship to the Golf Club and its Members. A Golf Member does not have the authority to act for the Golf Club by reason of being a Golf Member.

3.7 **Member Approval of Certain Litigation**, After Turnover, as defined in Section 7.1 of the Bylaws, and notwithstanding any other provisions of the Golf Club Documents, the Board of Directors shall be required to obtain the prior approval of at least two-thirds (2/3) of the voting interests of the Golf Club prior to the payment of, or contracting for the payment of, legal fees to any person engaged by the Golf Club for the purpose of commencing any lawsuit, other than for the following purposes:

- (A) collection of assessments;
- (B) collection of other charges which Members are obligated to pay;
- (C) enforcement of the Golf Club Documents;
- (D) enforcement of the rules and regulations of the Golf Club;
- (E) in an emergency, when waiting to obtain the approval of the Golf Club Member creates a substantial risk of irreparable injury to the Golf Club or its Members; or
- (F) filing a compulsory counterclaim.

3.8 **Articles of Incorporation**, The Articles of Incorporation of the Golf Club are attached as Exhibit "B"

3.9 **Bylaws**, The Bylaws of the Golf Club shall be the Bylaws attached as Exhibit "C" as they may be amended from time to time.

3.10 **Official Records**, The official records of the Golf Club, as amended, shall be maintained within the State of Florida and must be open to inspection and available for photocopying as provided for in Section 720.303, Florida Statutes (2011). The Golf Club may adopt reasonable written rules governing the frequency, time, location, notice, and manner of inspection, and may impose fees to cover the costs of providing copies of the official records, including, without limitation, the costs of copying. The Golf Club shall maintain an adequate number of copies of the Golf Club Documents, to ensure their availability to Members and to prospective purchasers, and may charge its actual costs for reproducing and furnishing these documents to those persons who are entitled to receive them.

3.11 **Rules and Regulations**, Subject to the Golf Club Documents, and any other applicable recorded instrument, the Golf Club shall have the right and the power to develop, promulgate and enforce reasonable rules and regulations for the use and enjoyment of Golf Club Common Areas. No Golf Club Common Areas shall be used in violation of any rule or regulation adopted by the Golf Club pursuant to Section 4.1(F) of the Bylaws.

3.12 **Acquisition of Property**, The Golf Club has the power to acquire property, both real and personal. The power to acquire personal property shall be exercised by the Board of Directors. The

power to acquire ownership interests in real property shall be exercised by the Board of Directors, but only after approval by at least a majority of the voting interests.

3.13 **Disposition of Property.** Any property owned by the Golf Club, whether real, personal or mixed, may be mortgaged, sold, leased or otherwise encumbered or disposed of by the same authority as would be required to acquire it under Section 3.12 above.

3.14 **Community Development District.** Portions of Treviso Bay Golf Club are subject to a Community Development District, as defined in Chapter 190, Florida Statutes. The CDD may provide and operate certain urban infrastructure facilities and services and have the authority to levy and collect fees, rates, charges, taxes and assessments to pay for, finance and provide such facilities and services. The term "Assessments" as used in this Section 3.14 refers to assessments defined in Chapter 190, Florida Statutes, not as defined in Chapter 720, Florida Statutes, or this Golf Declaration. The CDD may be empowered to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems and facilities, including but not limited to, indoor and outdoor recreational, cultural and educational uses, security and mosquito control. There may be plat dedications of such systems and facilities to entities other than the CDD which were offered prior to establishment of the CDD and have not been accepted by said entities. Said systems and facilities may instead be conveyed to the CDD. The Declarant reserves the right to amend the Club Documents in any way convenient or necessary to create or structure the CDD.

4. **GOLF CLUB MEMBERSHIP AND VOTING RIGHTS.** Every Owner of record legal title to a Lot or Living Unit subjected to this Golf Declaration shall be a Member of the Golf Club as further defined in Section 4.1 below. The Declarant shall hold Declarant membership as provided for in Section 4.1(B) below. Owner and Declarant membership is appurtenant to, and may not be separated from, ownership of a Lot or Living Unit. The rights, powers, duties and privileges of Golf Members shall be as set forth in this Declaration, in the Articles of Incorporation and Bylaws of the Golf Club and other Golf Club Documents.

4.1 **Classes of Golf Membership.** The Golf Club will initially have two (2) classes of voting membership, and one (1) class of non-voting membership: as follows:

(A) **Golf Members.** Every Owner of a Lot or Living Unit shall be a Golf Member, which Golf Membership has been given as an appurtenance. Golf Members shall be all Owners of Lots or Living Units submitted to this Declaration. The Declarant shall create a Golf Membership for every Lot and Living Unit subject to this Declaration. Golf Members shall have full rights of use in the Club Common Areas and facilities, including full golfing privileges. The actual number of golf memberships which may be created is in the sole discretion of the Declarant, but it is anticipated that the number will be approximately 825. Except for temporary delegations as provided in Section 4.5 below, a golf membership shall not be assignable and/or transferable by any method other than the sale, lease or conveyance of record legal title to the Lot or Living Unit to which it is appurtenant. Upon sale or other transfer of ownership of a Lot or Living Unit to which a golf membership is appurtenant, the transferor shall be deemed to have automatically assigned and transferred the membership with his property. Golf Member's rights to use the golf course and other recreation facilities shall be limited as set forth in this Declaration and in the Golf Club Documents. Any attempt to separate the golf membership from the interest in real property upon which it is based shall be null and void.

(B) **Declarant Member.** The Declarant shall have three (3) votes for each Lot or Living Unit subject to this Declaration. Declarant membership and voting rights shall cease to

exist at the Turnover Meeting described in Section 7.2 of the Bylaws, but all of the Declarant's other rights and privileges as the Declarant, as set forth elsewhere in this Declaration or in the Bylaws, shall continue as long as the Declarant holds any property within Treviso Bay for sale in the ordinary course of business. The Declarant shall be entitled to appoint or elect all members of the Board of Directors, as further specified in the Bylaws, until the Declarant membership ceases to exist. At such time the Declarant membership ceases to exist, it shall be converted into one (1) membership for each Lot or Living Unit owned by the Declarant. If the Declarant conveys undeveloped property within Treviso Bay to a successor developer, the Declarant may assign its Declarant membership and/or some or all of its voting rights and privileges to the successor developer.

(C) **Interim Members**. The Declarant or the Board shall have the right, but not the obligation, to authorize an unlimited number of interim Members who are not Owners or otherwise reside in Treviso Bay, and who shall have no voting rights. While in good standing, such Members have the right to enjoy the golf and related facilities appropriate to their membership class. To remain in good standing, such Members shall be obligated to timely pay all charges and annual dues in the amount established by the Declarant or the Board of Directors, as applicable. Such memberships shall be good for not more than one year at a time, and may, upon expiration of any one-year term, be terminated at the discretion of the Declarant or Board of Directors, with or without cause.

4.2 "**Golf Member for the Day - Private Club**" In order to comply with the Florida State Alcoholic Beverages and Tobacco regulations relating to dispensing of alcoholic beverages pursuant to a private club liquor license, the Golf Club may create a daily golf membership to facilitate dispensing of alcoholic beverages to daily guests of the Golf Club. The Board shall be empowered to adopt rules and restrictions pertaining to the charges paid to the Golf Club for daily golf membership. In all events, any daily guest who has been charged for and paid a greens fee for use of the golf course shall be considered a Golf Member for that day.

4.3 **Use of the Golf Course and Golf Club Common Areas**. The Owners of each Lot or Living Unit subject to the Golf Declaration are entitled to only one (1) golf membership. Use rights in the golf course for each such golf membership shall be limited to the persons comprising one (1) "family." For purposes of this Section 4.3 only, "family" means one natural person or not more than two natural persons, who customarily reside and live together and otherwise hold themselves out as a single housekeeping unit. The decision as to whether two persons reside and constitute a qualifying family unit shall be a matter for the Board of Directors in their sole and unbridled discretion. Once designated and accepted by the Board as a qualifying family unit, no change in persons so constituting the qualifying family unit may be made except for one time in any calendar year and no more than three times in any constituent partner's lifetime, but in all events such change in partner shall be subject to the Board's approval in its sole and unbridled discretion. Further, the biological or adopted children of only one of the persons shall be entitled to golf privileges if they meet all of the following conditions: (a) said child or children are age 21 or less; and (b) such child or children are not married or co-habiting with any third party; and (c) said children do not have custodial children of their own, (i.e., grandchildren of the Member); and (d) said children reside with the Owner on a permanent basis, or in the case of college or graduate students, at such times as the student is not enrolled in a college or university. If a Lot or Living Unit is owned by two or more persons who are not a "family" as described above, or is owned by an entity which is not a natural person, the Owner shall be required to select and designate one (1) family as defined above to utilize the Membership. The Golf Club may restrict the frequency of changes in such designation when there is no change in ownership of the Lot or Living Unit.

Golf Members of the golf course shall be entitled to non-exclusive use of the golf course and other golf Club Common Areas in accordance with the Golf Club Documents and other applicable rules and regulations. However, there is no guarantee that there will be availability for the golf course or Golf Club Common Areas at any particular time. Availability of the Golf Club Common Areas may be limited by weather, season, exceeded capacity or other factors affecting playability of the golf course. Neither the Golf Club nor the Declarant shall be liable under any circumstances for a Golf Member's inability to access the Golf Club Common Areas from time to time.

Furthermore, the golf course and other Golf Club Common Areas may abut other portions of Treviso Bay that are under construction or other development. The Declarant shall have a blanket easement over the Golf Club Common Areas reasonably necessary to facilitate any such construction or development and the Golf Club shall not impair or frustrate any such construction or development activities.

4.4 **Golf Club Rights and Easements.** Golf Members in good standing have the non-exclusive right to use the Golf Club Common Areas subject to:

(A) The right of the Golf Club, by and through its Board of Directors, to adopt the annual budget and to determine the annual assessments to be paid by Golf Members;

(B) The right of the Golf Club, by and through its Board of Directors, to charge any admission, use, or other fees for any Golf Club Common Areas as the Board may deem appropriate. The fees may be higher for non-owners than for Owners;

(C) The right of the Golf Club, by and through its Board of Directors, to suspend a Golf Member's right to use Golf Club Common Areas for the period during which any assessment or charge against the Member's Lot or Living Unit remains unpaid and past due, and for a reasonable period during or after any infraction of the Golf Club's rules and regulations;

(D) The right of the Golf Club, by and through its Board of Directors, to dedicate or transfer all or any part of the Golf Club Common Areas to any governmental agency, public authority, or utility;

(E) The right of the Golf Club, by and through its Board of Directors, to grant easements over, across or through the Golf Club Common Areas;

(F) The right of the Golf Club, by and through its Board of Directors, to open the Golf Club Common Areas, including the golf course, for use by non-golf members of the Golf Club, or non-owners.

(G) The right of the Golf Club, by and through its Board of Directors, with the prior assent of a majority of the voting interests, to borrow money for the purpose of improving the Golf Club Common Areas, and in aid thereof, to mortgage Golf Club Common Areas;

(H) The right of the Golf Club, by and through its Board of Directors, to take such steps as are reasonably necessary to protect the Golf Club Common Areas;

(I) The right of the Golf Club, by and through its Board of Directors, to close or restrict access to the golf course or other Golf Club Common Areas for limited periods of time to

conduct special events, including those intended primarily to benefit the Declarant or its sales efforts;

(J) The right of the Golf Club, by and through its Board of Directors, to regulate parking and traffic on the Golf Club Common Areas;

(K) The provisions of this Declaration, the Articles of Incorporation and Bylaws of the Golf Club; and the other Golf Club Documents; and any rules and regulations governing use and enjoyment of the Golf Club Common Areas adopted by the Golf Club;

(L) The right of the CDD, if created, to exercise and enforce any and all powers authorized by Chapter 190, Florida Statutes; and

(M) The right of the Golf Club to dedicate or transfer ownership or control of all or any part of the Golf Club Common Areas to the CDD or any other governmental agency, public authority, or utility.

So long as there is a Declarant Member, any and all rights of Members, and any and all restrictions, limitations, conditions and rules and regulations that a Member shall be subject to, shall not be amended without the consent of the Declarant.

4.5 Delegation of Use Rights In Common Areas. Guests accompanied by a Member shall have the right to use the Golf Club Common Areas, but only to the extent provided in Section 2.6 of the Bylaws, or in the Golf Club's rules and regulations, and subject to the conditions, limitations and restrictions as may be stated therein. A fee may be imposed for such usage delegation, not necessarily limited by or related to the cost of processing the delegation. Each Member shall be financially and legally responsible to the Golf Club for the actions and debts to the Golf Club of any person to whom the Golf Member has delegated his right to use the Golf Club Common Areas. The Member may not delegate the obligation to pay Golf Club assessments. Upon the lease of a Lot or Living unit to which a Golf Membership is appurtenant, the lessor may retain the right to use the Golf Membership, in which case the tenant shall have no such rights. However, upon prior written approval of the Golf Club, a Golf Member may delegate his privileges to a tenant that resides in the Living Unit during the time of the tenancy. If a Golf Member delegates his privileges to a tenant residing in his Living Unit, the Golf Member shall not be entitled to use of the Golf Club Common Areas, except as a Guest of another Golf Member, during the period of the delegation.

4.6 Separation of Ownership. Except as otherwise specifically provided by this Declaration, the ownership of a Lot, and the ownership of the Living Unit constructed thereon, may not be separated or separately conveyed, nor may any person who does not own record legal title to at least one Lot or Living Unit, hold Membership in the Golf Club.

4.7 Credit. The Golf Club may implement a policy of not accepting cash payments, and may require that each Golf Member and resident guest open an account with a nationally recognized credit card, to which all purchases of goods and services from the clubhouse, pro shop, and other facilities may be charged.

5. USE RESTRICTIONS. The Golf Club may promulgate additional rules and regulation to govern the use of property within the Golf Club and the Golf Club Common Areas and the conduct of the users of the Golf Club Common Areas. The Golf Club shall operate, insure, maintain and repair all property and related improvements designated by Declarant as Golf Club Common Areas, regardless of whether legal title to that property has been formally conveyed to the Golf Club.

6. **DISCLAIMER REGARDING GOLF COURSE.** Each Golf Member, on his or her own behalf and on behalf of any Guest or tenant, is hereby deemed to acknowledge and accept the following inherent risks associated with the golf course:

- (A) maintenance on the golf course may begin early in the morning and extend late into the evening, ordinarily occurring from sunrise to sunset;
- (B) during certain periods of the year, the golf course will be heavily fertilized;
- (C) the maintenance of the golf course may require the use of chemicals and pesticides;
- (D) the golf course may be watered with reclaimed water; and
- (E) golf balls are not susceptible to being easily controlled and accordingly may strike any Golf Member, Guest or other user of the golf course.

The Declarant, the Golf Club and its Golf Members (in their capacity as Golf Members), and any agents, servants, employees, directors, officers, affiliates, representatives, receivers, subsidiaries, predecessors, successors and assigns of any such party shall not in any way be responsible for any claims, damages, losses, demands, liabilities, obligations, actions or causes of action whatsoever, arising out of, or in any way connected with, the use of the Golf Club Common Areas by a Golf Member, Guest or any other invitee of a Golf Member or Guest.

7. **COMMON AREAS; CONVEYANCE, USE AND MAINTENANCE.**

7.1 **Designation.** Declarant shall have the right, and the power, in its sole discretion, to determine which parts of the Golf Club Property shall be Golf Club Common Areas, and to convey, lease or grant a license or other right to use real property within the Golf Club Property or Golf Club Common Areas.

(A) Any such conveyance, lease or grant of license or use right may be exclusive or non-exclusive, so that persons or entities other than the Golf Club may or may not have a right, power, duty, or privilege with respect to all or any part of any real property so conveyed, leased, licensed or the use of which has been granted. The Golf Club must accept from Declarant any such conveyance, lease, grant of license or grant of use right. The Golf Club shall not accept, from any person other than Declarant, a conveyance, lease, grant or license or grant of use right except upon the prior written approval of the Declarant, so long as the Declarant holds any lot for sale in the ordinary course of business.

(B) Prior to the conveyance of Golf Club Common Areas by Declarant to the Golf Club, the Golf Club shall have the right to charge reasonable fees, rents, or other charges for the use of the property; however, rents, fees and other charges required to be paid to Declarant under leases, grants, licenses or contracts creating use rights to third parties shall continue to be paid.

7.2 **Conveyance and Use.** Declarant will initially hold the legal title to those portions of the Golf Club Common Areas that are intended to be owned by the Golf Club. Not later than sixty (60) days

after the date when the Golf Members first appoint a majority of the Board of Directors, the Declarant shall convey those portions of the Golf Club Common Areas to the Golf Club by quit claim deed, and the Golf Club shall accept such conveyance, subject to taxes for the year of conveyance (if any) and to mortgages, restrictions, limitation, conditions, reservation and easements of record. The Declarant may, however, convey title at any earlier time the Declarant chooses. Commencing with the date this Golf Declaration is recorded in the Public Records of the County, the Golf Club shall be responsible for the maintenance and administration of all areas and facilities designated by the Declarant as Golf Club Common Areas. Declarant shall have the right from time to time to enter upon the Golf Club Common Areas during periods of construction upon adjacent property and for the purpose of construction of any facilities on, or adjacent to the Golf Club Common Areas that Declarant elects to build.

(A) Any real property conveyed, leased, or the use of which has been granted by Declarant or any third party to the Golf Club as Golf Club Common Areas, is not and shall not be deemed dedicated for use by the general public but is, and shall be, deemed restricted for the common use and enjoyment of Golf Members and their guests, tenants and invitees, except as otherwise provided in the Golf Club Documents.

(B) Declarant may convey property to the Golf Club in either an improved or an unimproved condition, with or without any specific restrictions on its use, and the Golf Club must accept such property, including any governmental permits pertaining to said property. The Golf Club shall not accept conveyance of real property from any third party, in either an improved or unimproved condition, without the prior written consent of Declarant, so long as Declarant owns any property in Treviso Bay.

THE GOLF CLUB AND THE NON-DECLARANT MEMBERS ARE OBLIGATED TO ACCEPT THE GOLF CLUB COMMON AREAS, AND ANY RELATED PERMITS REQUIRED BY GOVERNMENTAL AGENCIES, AND FACILITIES, IN THEIR "AS IS" CONDITION, WITHOUT RECOURSES WHEN CONVEYED OR TRANSFERRED BY THE DECLARANT. THE DECLARANT MAKES NO REPRESENTATIONS, AND TO THE FULLEST EXTENT PERMITTED BY LAW THE DECLARANT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT, WITH RESPECT THERETO, INCLUDING WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND REPRESENTATIONS OR WARRANTIES REGARDING THE CONSTRUCTION, DESIGN, ADEQUACY OF SIZE OR CAPACITY IN RELATION TO THE UTILIZATION, DATE OF COMPLETION OR THE FUTURE ECONOMIC PERFORMANCE OR OPERATIONS OF, OR THE MATERIALS, FURNITURE OR EQUIPMENT WHICH WILL BE USED IN THE GOLF CLUB COMMON AREAS AND FACILITIES. AT THE TIME OF CONVEYANCE, DECLARANT SHALL TRANSFER OR ASSIGN TO THE GOLF CLUB, WITHOUT RECOURSE, ALL EXISTING WARRANTIES FROM MANUFACTURERS AND SUPPLIERS RELATING TO ANY OF THE FACILITIES WHICH ARE ASSIGNABLE.

7.3 Maintenance and Alteration. The Golf Club is responsible for the maintenance, repair, replacement, insurance, protection and control of all Golf Club Common Areas in accordance with all applicable laws, and shall keep the same in good, safe, clean, attractive and sanitary condition, and in good working order at all times. After control of the Golf Club has been turned over to the Golf Members, there shall be no material alterations of or substantial additions to the Golf Club Common Areas costing more than \$100,000, in the aggregate during any fiscal year unless first approved by a majority of the voting interests of the Golf Members of the Golf Club; and there shall be no material alteration of or substantial

additions to the Club Common Areas costing more than \$100,000 in the aggregate during any fiscal year unless first approved by a majority of the voting interests of the Golf Members. However, if work that is reasonably necessary to meet the Golf Club's obligations under the first sentence of this Section 7.3 also constitutes a material alteration or substantial addition, no prior Golf Membership approval is required.

7.4 Partition, Subdivision and Encumbrance. Except as hereinafter provided, after legal title to the Golf Club Common Areas, or any portion thereof, becomes vested in the Golf Club, the Golf Club Common Areas shall not be abandoned, partitioned, subdivided, alienated, released, transferred, hypothecated, or otherwise encumbered, without first obtaining the approval of not less than a majority of the voting interests. The foregoing shall not be construed to limit the authority of the Declarant or the Golf Club through its Board of Directors to grant such easements over, across and through the Golf Club Common Areas, as may be necessary for the effective and efficient operation of the facilities or for the general benefit of the Golf Members. Nothing herein shall be construed to prohibit judicial partition of any Lot or Living Unit, owned in cotenancy.

7.5 Golf Club's Rights and Powers. No Golf Club Common Areas shall be used in violation of any rule or regulation or other requirement of the Golf Club established pursuant to the provisions of this Declaration, the Bylaws or the other Golf Club Documents.

7.6 Expansion or Modification of Common Areas. The Declarant further reserves the right to change the configuration or legal description of the Golf Club Common Areas due to changes in development plans for Treviso Bay. Upon written request by the Declarant, the Golf Club shall re-convey to Declarant any unimproved portions of the Golf Club Common Areas originally conveyed by the Declarant to the Golf Club for no consideration, to the extent conveyed by Declarant in error and needed by Declarant to make minor adjustments in property lines.

8. GOLF ASSESSMENTS.

8.1 Creation of Lien. Each Owner, by acceptance of a deed to a Lot or Living Unit, covenants and agrees to pay to the Golf Club:

(A) Annual Assessments.

(B) Special Assessments.

(C) Resale Capital Assessments and other fees or charges (including fines) imposed against one or more Lots or Living Units, as provided for elsewhere in this Declaration, the Bylaws or the Golf Club Documents.

(D) Except as otherwise provided in Section 8.10 below as to certain mortgagees, and except as provided in Section 8.2 below as to the Declarant, no Golf Member may avoid or escape liability for the assessments or charges provided for herein by non-use or abandonment of his Lot or Living Unit, or the Golf Club Common Areas, or otherwise.

(E) Assessments shall be fixed, levied, established and collected as provided herein, and in Section 6 of the Bylaws.

(F) The Owner of each Lot or Living Unit regardless of how title was acquired is liable for all assessments coming due while he or she is the Owner. Multiple Owners are jointly and severally liable. Except as provided in Section 11.2 below, whenever title to a Lot or

Living Unit is transferred for any reason, the new Owner is jointly and severally liable with the previous Owner for all assessments unpaid at the time of the transfer, regardless of when incurred, without prejudice to any right the new Owner may have to recover from the previous Owner any amounts paid by the new Owner.

(G) No land shall be subject to assessment by the Golf Club if it is a Golf Club Common Area, or it is owned by or dedicated to the County or other governmental agency, and used for a public purpose. Only Lots and Living Units shall be subject to assessment.

8.2 Declarant's Assessments. The assessment and lien provisions of this Section 8.2 shall not apply to any Lot or Living Unit subject to these Golf Club Documents, owned by Declarant or by any person succeeding to all or a portion of Declarant's rights herein, whether by assignment, in reorganization, or by other arrangement. Should Declarant's lender, its successors or assignees, acquire title to any Lot or Living Unit owned by Declarant, as a result of a foreclosure or deed in lieu of foreclosure, the assessment and lien provisions of this Section 8.2 shall not apply. Exception: the obligation and covenant to pay assessments as provided in this Section 8.2 shall apply to a Living Unit or Lot owned by the Declarant upon the occurrence of any one of the following events:

- (A) Conveyance of the Lot or Living Unit to an Owner other than the Declarant; or
- (B) Construction of a Living Unit has been completed, a certificate of occupancy or the equivalent approval by an appropriate local governmental agency has been issued, and the Living Unit is occupied and used as a residence; or
- (C) Declarant executes and records a written instrument subjecting a Lot or Living Unit to the assessment and lien provisions of this Section 8.2.

During the period that Declarant Membership exists, the Declarant may elect to excuse itself from paying assessments on Lots or Living Units owned by the Declarant. For any year Declarant elects to excuse itself from paying assessment, Declarant shall pay the general operating expenses of the Golf Club that exceeds all income of the Golf Club including but not limited to assessment income from Golf Members other than the Declarant, pro-shop income, interest income and income from ancillary operations. Declarant, however, shall not be obligated to contribute to or pay for funding any reserves for capital expenditures or deferred maintenance, any capital improvement fund, or any special assessment. Declarant's rights and obligations hereunder may be wholly or partially assigned to another developer. During the period of Declarant control, in return for funding the general operating expenses of the Golf Club, any net operating profit made by the Golf Club, will revert back to the Declarant to offset existing and future capital improvements, operating expenses, support costs, and start-up costs. Net operating profit shall mean the amount by which income from all sources of the Golf Club exceeds operating costs and expenses, but excluding depreciation expense and amortization expense. In addition to the foregoing, if it is determined that the Declarant has funded a greater amount than required under this Section, then any excess shall be promptly refunded by the Golf Club to the Declarant.

8.3 Purposes of Assessments:

- (A) For the improvement, maintenance, protection and operation of the Golf Club, Golf Club Common Areas, Golf Club equipment and facilities; and to establish and maintain adequate repair and replacement reserves;
- (B) Where deemed desirable by the Board of Directors, to provide services of general

benefit to the Golf Members;

(C) To pay the operating expenses of the Golf Club; and

(D) For such other purposes and uses as are authorized by the Golf Club Documents as amended from time to time.

8.4 Imposition of Annual Assessments. Upon the closing of the initial sale of each Lot or Living Unit subject to these Golf Club Documents to a purchaser other than Declarant, and on the first day of each fiscal year thereafter, an annual assessment shall be assessed against each Lot or Living Unit. The annual assessment for the year in which the initial sale occurred shall be prorated to the actual date of closing.

8.5 Amount of Annual Assessments. The amount of the annual assessment based on the annual budget shall be the same for each Lot or Living Unit subject to assessment.

8.6 Special Assessments. Any special assessments levied by the Golf Club's Board of Directors shall be assessed equally against all Lots and Living Units. Under no circumstances will the Declarant have any obligation to pay special assessments.

8.7 Charges. Any charge by the Golf Club authorized by law or by the Golf Club Documents to be imposed on less than all of the Lots or Living Units shall not be deemed an assessment. Payment may be enforced as provided in 8.8 and 8.9 below.

8.8 Lien. The Golf Club has a lien on each Lot and Living Unit subject to these Golf Club Documents for any unpaid past due assessments and charges, together with interest, late payment penalties and reasonable attorney's fees incurred by the Golf Club in enforcing this lien. The lien relates back to the date of recording this Golf Declaration in the Public Records of Collier County, Florida; and is perfected by recording a Claim of Lien in the public records of the County, which Claim of Lien shall state the legal description of the property encumbered thereby, the name of the record Owner, the amounts then due and the dates when due. The Claim of Lien must be signed and acknowledged by an officer or agent of the Golf Club. The lien shall continue in effect until all sums secured by said lien have been fully paid, and the lien satisfied or discharged. The Claim of Lien shall secure all unpaid assessments and charges, interest, costs and attorneys fees which are due and which may accrue or come due after the recording of the Claim of Lien and up to the issuance of a clerk's deed. Upon full payment, the person making payment is entitled to a satisfaction of the lien.

8.9 Foreclosure of Lien. Unless a different method is required by Florida law, as amended from time to time, the Golf Club's lien may be foreclosed by the procedures and in the manner provided in Section 720.3085, Florida Statutes (2011), as it may be amended from time to time, for the foreclosure of a lien for unpaid assessments. The Golf Club may also bring an action at law against any Owner liable for unpaid charges or assessments. If final judgment is obtained, it shall include interest on the assessments as above provided and a reasonable attorneys fee to be fixed by the Court, together with the costs of the action, and the prevailing party shall be entitled to recover reasonable attorneys fees in connection with any appeal of such action.

8.10 Priority of Lien. Notwithstanding anything to the contrary herein, if any first mortgage or other person, persons, or entity obtains title to a Lot or Living Unit as a result of a foreclosure of a first mortgage or a deed is given in lieu of foreclosure of a first mortgage or record, such acquirer of title, shall be liable for the share of assessments pertaining to such Lot or Living Unit or chargeable to the former record Owner of legal title, which became due prior to the acquisition of title as a result of the foreclosure

or deed in lieu of foreclosure of said first mortgage or record as provided in Section 720.3085, Florida Statutes (2011), as amended from time to time. The foregoing limited liability shall not be construed to negate the authority of a court to order a mortgagee to pay a surcharge pursuant to 11 USC Section 506(c), or grant other relief that may be found to be applicable under federal or state law. Any lease of a Living Unit shall be subordinate and inferior to any Claim of Lien of the Golf Club, regardless of when the lease was executed. The relative priority of the Golf Club's lien to that of any other association shall be determined by the order of their recording in the public records.

8.11 Initial Capital Assessments. The first purchaser of each Lot or Living Unit subject to these Golf Club Documents, at the time of closing of the conveyance from the Declarant to the purchaser, shall pay to the Declarant an initial capital contribution. The funds derived from capital assessments shall be used at the discretion of the Declarant for any purpose, including but not limited to, future and existing capital improvements, operating expenses, support costs and start-up costs. The Declarant may waive or defer this requirement for some Lots and Living Units. Unless subsequently adjusted by the Declarant, the amount of the Initial Capital Assessment shall be initially set as \$1,000.00.

8.12 Resale Capital Contribution. In addition to the Initial Capital Contribution, the Golf Club may levy a Resale Capital Contribution upon the transferee in any conveyance of a Lot or Living Unit by a Golf Member. The amount of the Resale Capital Assessment and the manner of payment shall be as determined by resolution of the Board from time to time; provided, however, all Lots or Living Units similarly situated shall be assessed at a uniform rate. Unless subsequently adjusted by the Board, the amount of the Resale Capital Contribution shall be initially set as \$1,000.00. The due date shall be the date of the closing of the conveyance. Payment of the Resale Capital Contribution shall be the legal obligation of the transferee. For purposes of this Section, the term "conveyance" shall mean the transfer of record legal title to a Lot or Living Unit by deed or other authorized means of conveyance, with or without valuable consideration, and shall also refer to a transfer of possession and beneficial ownership by means of an agreement for deed. It does not refer to a transfer of title resulting from foreclosure of a lien, or the death of the transferee, nor to a transfer of title to a Golf Member or the transferor's spouse without changing occupancy, solely for estate planning or tax reasons. Resale Capital Contributions shall be considered an assessment and can be collected as such in accordance with the provisions this Article.

8.13 Ownership. Assessments, Resale Capital Assessments, and charges collected by or on behalf of the Golf Club become Golf Club property; no Owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his Lot or Living Unit. No Owner has the right to withdraw or receive distribution of his share of the common surplus (including reserves), except as otherwise provided by law.

8.14 Declarant Advances. Declarant may, in its sole and unbridled discretion, advance and loan monies or other property in lieu of monies to the Golf Club for any purpose including providing working capital. Such advances shall be considered a loan by the Declarant to the Golf Club and may be evidenced by a promissory note executed by the Golf Club in favor of the Declarant. The Golf Club, by and through its officers, directors and agents are hereby empowered to, and shall have the authority to, execute such promissory notes in favor of, and on behalf of, the Golf Club and obligate the Golf Club to repay all funds, monies or property so advanced. Even if the advances are not evidenced by promissory notes, the amounts so advanced shall be considered loans which may be due upon demand before or after turnover.

8.15 Failure to Pay Assessments. In addition to all other remedies provided herein or by law, the Golf Club may suspend the common area use rights and the voting rights of a Member due to nonpayment of any monetary obligation to the Golf Club which is more than 90 days delinquent for so long as the Member remains delinquent. Furthermore, notwithstanding any other remedy available to the Golf Club

under this Golf Declaration, the Bylaws or applicable law, the Golf Club shall have the following options when payment of assessments or charges are in default (more than ten days in arrears), the Golf Club may, without order of the court, direct rental income (by written notice to the tenant with copy to the Owner) from Lots or Living Units in default to be paid directly to the Golf Club until all outstanding assessments, charges, interest, costs, collection expenses, attorney's fees and receiver's fees, if applicable are satisfied. As an alternative, the Golf Club may apply to a Court of competent jurisdiction, either in connection with a foreclosure suit, a personal suit, or otherwise, to have rental proceeds paid on account of a unit in default paid directly to the Golf Club, the court registry, or a receiver, as the Court may direct.

8.16 Budgeting for Reserves. The Board may, but shall not be obligated to, periodically prepare a reserve budget. In the event that the Board elects to fund voluntary, non-statutory reserves under this Section 8.16, the reserve budget shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. Funding for any such reserves shall be funded primarily through the capitalization assessments specified in Section 8.12; provided, however, the Board may, but shall not be obligated to, include a capital contribution in the Common Expense budget to fund reserves. No such reserves shall be established without the consent of the Declarant, and if the Declarant consents, Declarant shall have no obligation to contribute to such reserves. Furthermore, the Declarant shall have no obligation to fund any deficit in reserves under any deficit funding obligations it may have with respect to operating expenses and assessments elsewhere herein.

9. COVENANT AND RULE ENFORCEMENT: DISPUTE RESOLUTION. The Golf Club has the power to enforce all covenants, conditions, restrictions, rules and agreements applicable to any real property within Treviso Bay Golf Club, and is further empowered to promulgate and enforce administrative rules and regulations governing the use of the Golf Club Common Areas.

9.1 Owner and Golf Member Compliance. The protective covenants, conditions, restrictions and other provisions of the Golf Club Documents and the rules promulgated by the Golf Club, shall apply to all Owners, as well as to any other person occupying any Living Unit. Failure of an Owner to notify any person of the existence of the rules, or the covenants, conditions, restrictions, and other provisions of the Golf Club Documents shall not in any way act to limit or divest the Declarant or the Golf Club of the power to enforce these provisions. Each Owner shall be responsible for any and all violations by his tenants, licensees, invitees or guests, and by the guests, licensees and invitees of his tenants, at any time.

9.2 Litigation. Subject to Section 3.7 above, each Golf Member and the Golf Member's tenants, guests, and invitees, and the Golf Club, are governed by and must comply with Chapter 720, Florida Statutes, the Golf Club Documents and rules of the Golf Club. Enforcement actions for damage, or for injunctive relief, or both, on account of any alleged violation of the Golf Club Documents and Golf Club rules may be brought by the Declarant, any Owner, or the Golf Club against:

- (A) the Golf Club;
- (B) a Golf Member;
- (C) any occupant of a Living Unit;
- (D) any Director or officer of the Golf Club who willfully and knowingly fails to comply with these provisions; and
- (E) any tenants, guests, or invitees occupying a parcel or using the Golf Club Common Areas.

9.3 **Damages and Attorney's Fees.** Damages shall not be conclusively deemed adequate relief for any breach or violation of the Golf Club Documents or the rules. Any person or entity entitled to enforce any provision thereof shall be entitled to relief by way of injunction, as well as any other available relief either at law or in equity. The prevailing party in a proceeding to enforce any provision of the Golf Club Documents or rules, or to enjoin violation or breach of any provision hereof, or recover damages on account of such breach, against any person shall be entitled to recover reasonable attorney's fees and court costs (including those resulting from appellate proceedings).

9.4 **Non-Liability of Declarant.** The Declarant shall not be liable or responsible for any violation of the Golf Club Documents or rules by any person other than itself, and its officers, agents and employees.

9.5 **Fines.**

(A) In addition to the means of enforcement provided elsewhere herein, the Golf Club shall have the right to assess fines against a Lot or Living Unit, an Owner, or his guests, relatives or lessees in the event of a violation of the provisions of the Declaration, the Articles of Incorporation, these Bylaws, and Rules and Regulations of the Golf Club regarding the use Golf Club Property. Each such violator and the Golf Member shall be given written notice of the alleged violation and the opportunity for a hearing before the Board of Directors with at least fourteen (14) days notice. Said notice shall include a statement of the date, time and place of the hearing; a statement of the provisions of the Golf Declaration, Articles, Bylaws, or Rules which have been allegedly violated; and a short and plain statement of the matters asserted by the Golf Club. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and 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 Golf Club. The amount of such fine shall not exceed One Hundred Dollars (\$100.00) per violation, per day. A fine may be levied for each day of a continuing violation, with a single notice and opportunity for hearing. A fine for a continuing violation may not exceed Five Thousand Dollars (\$5,000.00). The payment of fines shall be the ultimate responsibility of the Owner, even when the violations for which lines have levied arise out of the conduct of family members, guests or tenants. Any action to collect a duly levied fine shall entitle the prevailing party to an award of all costs and reasonable attorney's fees. Unless otherwise provided by Section 720.302, Florida Statutes, a fine of One Thousand Dollars (\$1,000.00) or more may become a lien against the Lot or Living Unit.

(B) **Collection of fines.** A fine shall be treated as a special charge due to the Golf Club ten (10) days after written notice from the Golf Club to the Owner of the imposition of the fine. If not paid by the due date, the fine shall accrue interest at the highest rate allowed by law, and may itself be the subject of a late payment fee. Fines not paid after ninety (90) days may result in the suspension of use rights pursuant to Section 2.7 of the Bylaws.

(C) **Application.** All monies received from fines shall become part of the common surplus.

(D) **Nonexclusive remedy.** Fines shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Golf Club may be otherwise legally entitled; however, any fine paid by the offending Owner shall be deducted from or offset against any damages that the Golf Club may otherwise be

entitled to recover at law from such Owner.

9.6 Suspension of Use Rights. To the extent lawful, the Board of Directors may suspend the right of any Golf Member, or his guests, tenants, or family members, to use Golf Club Common Areas for a reasonable time as punishment for one or more infractions of Golf Club rules and regulations by the Golf Member, his family, guests or tenants. No such suspension shall affect the Golf Member's right of access to his Lot or Living Unit.

(A) A suspension may not be imposed without notice of at least fourteen (14) days to the person sought to be suspended and an opportunity for a hearing before a committee of at least three (3) Members appointed by the Board who are not officers, Directors, or employees of the Golf Club, or the spouse, parent, child, brother, or sister of an officer, Director, or employee. If the committee, by majority vote, does not approve a proposed suspension, it may not be imposed.

(B) The requirements of the previous paragraph do not apply to the imposition of suspensions or fines upon any Member because of the failure of the member to pay assessments or other charges when due if such action is authorized by the Golf Club Documents.

(C) Suspension of Golf Club 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 his Lot or Living Unit, including, but not limited to, the right to park.

10. RIGHTS OF DECLARANT. In addition to those provided elsewhere in the Golf Club Documents, the Declarant shall have the following rights and privileges:

10.1 Sales Activity. While one or more Lots or Living Units in Treviso Bay are for sale in the ordinary course of business, the Declarant shall have the right to use those Lots or Living Units and the Golf Club Common Areas (including, but not limited to, all recreational facilities) to establish, modify, maintain and utilize, as it and they deem appropriate, model Living Units, sales offices, or other offices for use in selling or providing warranty services to any part of Treviso Bay including temporary trailers or other structures used for sales marketing, or construction purposes. No Golf Member may interfere with, or do anything detrimental to, the Declarant's sales efforts. Without limiting the generality of the foregoing, the Declarant and its designees may show model Living Units or the Golf Club Common Areas to prospective purchasers or tenants, advertise, erect signs, conduct promotional activities and special events, and take all other action helpful for sales, leases and promotion of Treviso Bay Golf Club or any other part of Treviso Bay.

10.2 Assignment of Rights to Successor Declarant. Except as otherwise specifically provided herein, Declarant reserves the right and the power to delegate or assign, either exclusively or non-exclusively, partially or completely, to any person or entity, any or all of its development rights, powers, duties, privileges created in or provided for by this Golf Declaration. Such assignment shall not in any way lessen the Declarant's rights with respect to property not subject to such assignment.

10.3 Use of Golf Course, Clubhouse and Golf Club Common Areas. The Declarant has the right and authority, as long as that Declarant owns any Lot or Living Unit, to use the golf course, clubhouse and other Golf Club Common Areas without charge for a sales office, for promotional activities, tournaments and other special events whether private or open to the public, to promote Treviso Bay and to assist in its overall marketing effort.

10.4 **Security; Non-Liability of Declarant and Club.**

ALL PERSONS USING OR OCCUPYING ANY PORTION OF TREVISO BAY ARE RESPONSIBLE FOR THEIR OWN SECURITY AND THE SECURITY OF THEIR OWN PROPERTY.

NEITHER THE GOLF CLUB NOR THE DECLARANT ARE INSURERS OR GUARANTORS OF SECURITY FOR PERSONS OR PROPERTY WITHIN TREVISO BAY.

NEITHER THE GOLF CLUB NOR THE DECLARANT SHALL BE LIABLE IN ANY WAY ON ACCOUNT OF LOSS, DAMAGE OR INJURY RESULTING FROM LACK OF SECURITY, OR THE LACK OF EFFECTIVENESS OF ANY SECURITY MEASURES UNDERTAKEN. THE DECLARANT MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE PROTECTION SYSTEM AND/OR BURGLAR ALARM SYSTEMS, OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED, OR ANY SECURITY MEASURES UNDERTAKEN WITHIN TREVISO BAY.

10.5 **Miscellaneous.**

(A) Declarant shall have the right and the power to regulate and control the external design and appearance of all Golf Club Common Areas in such a manner as to:

(1) Promote a quality environment which will preserve the value of the Lots and Living Units; and

(2) Foster the attractiveness and functional utility of Treviso Bay as a place to live and play, including a harmonious relationship among structure, vegetation and topography.

(B) Any use of Golf Club Common Areas other than the uses intended pursuant to this Golf Declaration shall be subject to the prior written approval of the Declarant so long as it owns any land in Treviso Bay which it holds for the purpose of development.

(C) The Declarant has the right to replat unsold portions of the Golf Club Properties without the joinder or consent of any Owner.

(D) The Declarant has the right to receive a refund of any and all deposits or other payments made to utility companies or governmental authorities which are refunded in the course of development, even if such refunds occur after the sale of the last Lot or Living Unit in Treviso Bay to an Owner other than the Declarant.

10.6 **Management Contract.** Declarant shall have the right and the power to enter into professional management contracts on behalf of the Golf Club before turnover of control of the Golf Club.

10.7 **Appointment of Directors.** As further provided in the Bylaws, the Declarant shall have the right to appoint all of the Directors of the Golf Club until the Turnover Meeting, and shall have the right to appoint at least one Director until the time specified in Section 4.2 of the Bylaws.

10.8 **Declarant's Inaction**. Neither the execution and recordation of this Golf Declaration, nor the creation of any association or other entity, nor the recordation of any other instrument subjecting any land in Treviso Bay to protective covenants, conditions or restrictions or other provisions, shall obligate or require:

(A) Declarant to grant any right, power, duty or privilege of any nature or kind to the Golf Club or to any other entity; or

(B) Declarant, the Golf Club or any other entity, to perform any act permitted by this Golf Declaration or by any other recorded instrument, or to enforce any covenant, condition, restriction or other provision hereof or thereof, or to do anything which it does not, in its sole discretion, elect to do.

11. **RIGHTS OF MORTGAGEES.**

11.1 **Notice of Casualty or Condemnation**. In the event of condemnation, eminent domain proceedings, or very substantial damage to, or destruction of any significant portion of the Golf Club Common Areas, the record holder of any first mortgage on the Golf Club Common Areas who has requested such notice in writing, shall be entitled to written notice.

11.2 **Mortgage Foreclosure**. Except as otherwise provided by Florida law as amended from time to time, a first mortgagee that acquires title to a Lot or Living Unit through mortgage foreclosure, or acceptance of a deed in lieu of foreclosure in which the Golf Club has been named as a defendant in the initial complaint, shall be liable for assessments levied against such Lot or Living Unit in the same manner as provided in the preceding paragraph unless the mortgagee is entitled to limited liability for delinquent assessments as provided in Chapter 720, Fla. Stat., which currently requires the lender to pay the Golf Club the lesser of 1% of the original mortgage indebtedness, or the sum of the regular and special assessments that accrued or became due during the 12 months immediately preceding acquisition of title by the lender, and as Chapter 720, Fla Stat., may be amended by time to time. The foregoing sentence pertaining to entitlement to limited liability shall not be construed to negate the authority of a court to order a mortgagee to pay a surcharge pursuant to 11 USC Section 506(c), or grant other relief that may be found to be applicable under federal or state law. Any unpaid assessment or charges for which such acquirer is exempt from liability becomes an expense collectible from all Owners, including such acquirer and his successors and assigns. No Owner or acquirer of title to a Lot or Living Unit by foreclosure (or by a deed in lieu of foreclosure) may, during the period of his ownership, be excused from the payment of any assessments or charges coming due during the period of such ownership.

11.3 **Right to Inspect Documents and Books**. The Golf Club shall make available to Institutional Mortgagees requesting same the current Club Documents and Rules and Regulations of the Golf Club and financial statements of the Golf Club. "Available" shall mean ready for inspection, upon written request, during normal business hours, or under other reasonable circumstances. Photocopies shall be at the expense of the mortgagee requesting same.

11.4 **Financial Statement**. Any Institutional Mortgagee is entitled, upon written request, to a copy of the financial statements of the Golf Club for the immediately preceding fiscal year.

11.5 **Lender's Notices**. Upon written request to the Golf Club, any Institutional Mortgagee shall be entitled to timely written notice of:

(A) Any delinquency of more than sixty (60) days in the payment of assessments or charges owed by the Owner of any Lot or Living Unit on which it holds a mortgage.

(B) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Golf Club. An increase in coverage or a change of insurer does not require notice under this Paragraph.

(C) Any proposed action that requires the consent of a specified percentage of mortgage holders.

12. DURATION OF COVENANTS; AMENDMENTS.

12.1 **Duration of Covenants.** The covenants, conditions, easements and restrictions in this Golf Declaration shall run with and bind the property submitted to the Declarant, and shall inure to the benefit of and be enforceable by the Golf Club, the Declarant and any Member, their respective legal representatives, heirs, successors, and assigns, for an initial period to expire on the ninety-ninth (99) anniversary of the date of recording this Golf Declaration in the Public Records of Collier County, Florida. Upon the expiration of said initial period, this Golf Declaration shall be automatically renewed and extended for an unlimited number of successive ten (10) year periods, this Golf Declaration as it may be amended being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period, until terminated as provided below.

12.2 **Termination.** This Golf Declaration may be terminated at any time after the initial period if not less than eighty percent (80%) of the voting interests of all voting classes of the Golf Members of the Golf Club vote in favor of terminating this Golf Declaration. Written notice of any meeting at which a proposal to terminate this Golf Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given at least forty-five (45) days in advance of said meeting. If the Golf Members vote to terminate this Golf Declaration, the President and Secretary of the Golf Club shall execute a certificate which shall set forth the resolution of termination so adopted, the date of the meeting of the Golf Club at which the resolution was adopted, the date that notice of the meeting was given, the total number of votes cast in favor of the resolution, and the total number of votes cast against the resolution. The certificate shall be recorded in the public records of the County, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Golf Declaration. The termination shall be effective on the date the Certificate is recorded in the public records.

12.3 **Amendments.** This Golf Declaration may be amended at any time. Except as otherwise specifically provided, amendments to this Golf Declaration may be proposed by the Board of Directors or by written petition of at least one-fourth (1/4) of the voting interests.

12.4 **Procedure.** Upon any amendment or amendments to this Golf Declaration being proposed as provided above, the proposed amendment or amendments shall be submitted to a vote of the Golf Members not later than the next annual meeting for which proper notice can be given.

12.5 **Vote Required.** Except as otherwise provided by law, or by specific provision of this Golf Declaration, including but not limited to Sections 12.7, 12.8, and 12.9 below, a proposed amendment to this Golf Declaration shall be adopted if it is approved at an annual or special meeting called for the purpose by at least two-thirds (2/3) of the voting interests of each class of Golf Members present and voting, provided that notice of the text of each proposed amendment was sent to the Golf Members with notice of the meeting.

12.6 **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 Golf Declaration, which certificate shall be executed by officers of the Golf Club 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 the County. The certificate must set forth the location in the public records of the County where this Golf Declaration was originally recorded.

12.7 **Exceptions**. Wherever in this Golf Declaration the consent, approval, or affirmative vote of two-thirds (2/3rds) or more of the voting interests of the Golf Members is required to authorize or take a particular action, the language requiring the particular number of consents, approvals, or votes may not be amended except by the same vote required to authorize or take the action. This provision does not apply to amendments by the Declarant.

12.8 **Amendment of Provision Relating to Declarant**. As long as the Declarant holds any Lot or Living Unit in Treviso Bay for sale in the ordinary course of business, no amendment shall have the effect of changing any provision relating specifically to the Declarant without its written consent.

12.9 **Amendment by Declarant**. In addition to any other right of amendment or modification provided for in this Golf Declaration, in which case those provisions shall apply, Declarant, may, in its sole discretion, by an instrument filed of record, unilaterally modify, enlarge, amend, waive or add to the covenants, conditions, restrictions and other provisions of this Golf Declaration, and any recorded exhibit hereto. Declarant shall also have the unilateral right to add, annex, withdraw or subtract any property from the jurisdiction of this Declaration. These rights shall expire at such time as the Declarant no longer holds any property for sale in the ordinary course of business within Treviso Bay.

13. **GENERAL AND PROCEDURAL PROVISIONS.**

13.1 **Other Documents**. Declarant and the Golf Club shall have such rights, powers, duties, and privileges as are set forth in the Golf Club Documents; this Golf Declaration and its provisions shall prevail in all events of conflict.

13.2 **Severability**. If any covenant, condition, restriction or other provision of this Golf Declaration is held to be invalid in whole or in part by any court of competent jurisdiction, the holding shall in no way affect the validity of the remaining provisions of this Golf Declaration, all of which shall remain in full force and effect.

13.3 **Merger or Consolidation of Associations**. Upon a merger or consolidation of the Golf Club with another corporation as provided by law, the Golf Club's rights, obligations and property may, by operation of law, be transferred to another surviving or consolidated association or CDD, alternatively, retain the rights, obligations and property of the Golf Club as the surviving corporation. The surviving or consolidated corporation or CDD may administer this Golf Declaration within the existing property together with the covenants and restrictions established upon any other property, as one common scheme.

13.4 **Dissolution**. If the Golf Club is dissolved other than by a merger or consolidation as provided for above, each Lot or Living Unit, shall continue to be subject to the assessments provided for in Section 8 of this Golf Declaration, and each Owner shall continue to be personally obligated to Declarant or the successor or assigns of the Golf Club (as the case may be) for such assessment to the extent that such assessments are required to enable Declarant or any such successors or assigns acquiring any real property previously owned by the Golf Club to properly maintain, operate and preserve it.

13.5 **Gender; Number**. Wherever in this Golf Declaration the context so requires, the singular number shall include the plural, and the converse; and the use of any gender shall be deemed to include all genders.

13.6 **Notices.**

(A) **To Declarant.** Notices to Declarant as may be required herein shall be in writing and delivered or mailed to Declarant at its principal place of business as shown by the records of the Secretary of State, or at any other location designated by Declarant.

(B) **To the Club.** Notices to the Golf Club shall be in writing and delivered or mailed to the Golf Club at its principal place of business as shown by the records of the Secretary of the State of Florida, or at any other location designated by the Golf Club.

(C) **To Owners.** Notices to any Owner as may be required herein shall be in writing and shall be delivered or mailed to the Owner at his last known address, or at the address shown on the deed recorded in the public records of the County.

13.7 **Construction.** The provisions of this Golf Declaration shall be liberally interpreted and construed to provide maximum flexibility consistent with the general development plan and the purposes set forth herein, including the premises.

13.8 **Captions, Headings and Titles.** Captions, headings, capitalization of certain words, and titles inserted throughout the Golf Club Documents are for convenience only, and in no way shall such captions, headings or titles define, limit, or in any way affect the subject matter, content or interpretation of the terms and provisions of the Golf Club Documents.

13.9 **Interpretation.** The Board of Directors of the Golf Club shall be responsible for interpreting the provisions of the Golf Club Documents. Their interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by Club legal counsel that an interpretation adopted by the Board is not wholly unreasonable shall conclusively establish the validity of such interpretation.

13.10 **Applicable Statutes.** The validity, application, and construction of this Golf Declaration and its exhibits shall be governed by the Laws of Florida as they exist on the date of recording this Golf Declaration.

Rights Limited to Express Terms of Golf Club Documents. Every Member of the Golf Club acknowledges that his or her rights, duties or obligations are limited to the express terms of the Golf Declaration, Articles of Incorporation, Bylaws, and the Rules and Regulations (Golf Club Documents). Every prospective Member should make his decision to purchase within Treviso Bay based upon these representations as set out in the Golf Club Documents which contain the entire understanding at the parties and no prior or present agreements or representation shall be binding upon the Declarant unless included in the Golf Club Documents.

IN WITNESS WHEREOF, the Declarant has caused this Golf Declaration to be duly executed and its corporate seal to be hereunto affixed this 22 day of December, 2011.

WITNESSES:

[Signature]

Print name: Brian Hunt

[Signature]
Print name: TIM BURDITT

LENNAR HOMES, LLC., a Florida limited liability company

By: [Signature]
Print Name: V. Darin McMurphy
Title: V.P.

STATE OF FLORIDA)
COUNTY OF LEE)

SS.:

The foregoing instrument was acknowledged before me this 22 day of DECEMBER, 2011 by DARIN McMURPHY V.P. of Lennar Homes LLC, a Florida limited liability company on behalf of the company, who is personally known to me or who produced _____ as identification.

My commission expires:



[Signature]
NOTARY PUBLIC, State of Florida
Print name: Deanna J. Craft

EXHIBIT "A"

Tract GC-1, Lipari-Ponziane, Plat Book 47, pages 80 through 89 of the Public Records of Collier County, Florida.
 Tract GC-2, Lipari-Ponziane, Plat Book 47, pages 80 through 89 of the Public Records of Collier County, Florida.
 Tract GC-3, Lipari-Ponziane, Plat Book 47, pages 80 through 89 of the Public Records of Collier County, Florida.
 Lot 1, Block "C", according to the plat of, Lipari-Ponziane Tract GC-5 Replat, Plat Book 48, page 64 of the Public Records of

SINGLE FAMILY HOMESITES								
2	9405	Italia Way	41	9406	Italia Way	39	9462	Piacere Way
4	9413	Italia Way	42	9402	Italia Way	40	9458	Piacere Way
5	9417	Italia Way	1	9415	Piacere Way	41	9454	Piacere Way
6	9421	Italia Way	2	9419	Piacere Way	42	9450	Piacere Way
7	9425	Italia Way	3	9423	Piacere Way	43	9446	Piacere Way
8	9429	Italia Way	4	9427	Piacere Way	44	9442	Piacere Way
9	9433	Italia Way	5	9431	Piacere Way	45	9438	Piacere Way
10	9437	Italia Way	6	9435	Piacere Way	46	9434	Piacere Way
11	9441	Italia Way	7	9439	Piacere Way	47	9430	Piacere Way
12	9445	Italia Way	8	9443	Piacere Way	48	9426	Piacere Way
13	9449	Italia Way	9	9447	Piacere Way	49	9422	Piacere Way
14	9453	Italia Way	10	9451	Piacere Way	50	9418	Piacere Way
15	9457	Italia Way	11	9455	Piacere Way	51	9414	Piacere Way
16	9461	Italia Way	12	9459	Piacere Way			
17	9465	Italia Way	13	9463	Piacere Way			
18	9469	Italia Way	14	9467	Piacere Way			
19	9473	Italia Way	15	9471	Piacere Way			
20	9477	Italia Way	16	9475	Piacere Way			
21	9481	Italia Way	17	9479	Piacere Way			
22	9485	Italia Way	18	9483	Piacere Way			
23	9489	Italia Way	19	9487	Piacere Way			
24	9493	Italia Way	20	9491	Piacere Way			
25	9486	Italia Way	21	9495	Piacere Way			
26	9476	Italia Way	22	9499	Piacere Way			
27	9472	Italia Way	23	9503	Piacere Way			
28	9468	Italia Way	24	9507	Piacere Way			
29	9464	Italia Way	25	9511	Piacere Way			
30	9460	Italia Way	26	9525	Piacere Way			
31	9456	Italia Way	27	9534	Piacere Way			
32	9452	Italia Way	28	9530	Piacere Way			
33	9448	Italia Way	29	9526	Piacere Way			
34	9444	Italia Way	30	9522	Piacere Way			
35	9440	Italia Way	31	9518	Piacere Way			
36	9436	Italia Way	32	9514	Piacere Way			
37	9430	Italia Way	33	9510	Piacere Way			
38	9420	Italia Way	34	9506	Piacere Way			
39	9416	Italia Way	35	9502	Piacere Way			
40	9410	Italia Way	36	9490	Piacere Way			
41	9406	Italia Way	37	9474	Piacere Way			
42	9402	Italia Way	38	9466	Piacere Way			

EXHIBIT "A"

COACH HOMES I AT TREVISO BAY										
Bldg 4	Unit 101	Napoli Court		Bldg 16	Unit 202	Prima Way		Bldg 29	Unit 201	Napoli Lane
Bldg 4	Unit 102	Napoli Court		Bldg 17	Unit 101	Napoli Lane		Bldg 29	Unit 202	Napoli Lane
Bldg 4	Unit 201	Napoli Court		Bldg 17	Unit 102	Napoli Lane		Bldg 30	Unit 101	Napoli Lane
Bldg 4	Unit 202	Napoli Court		Bldg 17	Unit 201	Napoli Lane		Bldg 30	Unit 102	Napoli Lane
Bldg 5	Unit 101	Napoli Court		Bldg 17	Unit 202	Napoli Lane		Bldg 30	Unit 201	Napoli Lane
Bldg 5	Unit 102	Napoli Court		Bldg 18	Unit 101	Napoli Lane		Bldg 30	Unit 202	Napoli Lane
Bldg 5	Unit 201	Napoli Court		Bldg 18	Unit 102	Napoli Lane		Bldg 31	Unit 101	Napoli Lane
Bldg 5	Unit 202	Napoli Court		Bldg 18	Unit 201	Napoli Lane		Bldg 31	Unit 102	Napoli Lane
Bldg 6	Unit 101	Napoli Court		Bldg 18	Unit 202	Napoli Lane		Bldg 31	Unit 201	Napoli Lane
Bldg 6	Unit 102	Napoli Court		Bldg 19	Unit 101	Napoli Lane		Bldg 31	Unit 202	Napoli Lane
Bldg 6	Unit 201	Napoli Court		Bldg 19	Unit 102	Napoli Lane		Bldg 32	Unit 101	Napoli Lane
Bldg 6	Unit 202	Napoli Court		Bldg 19	Unit 201	Napoli Lane		Bldg 32	Unit 102	Napoli Lane
Bldg 7	Unit 101	Napoli Court		Bldg 19	Unit 202	Napoli Lane		Bldg 32	Unit 201	Napoli Lane
Bldg 7	Unit 102	Napoli Court		Bldg 20	Unit 101	Napoli Lane		Bldg 32	Unit 202	Napoli Lane
Bldg 7	Unit 201	Napoli Court		Bldg 20	Unit 102	Napoli Lane				
Bldg 7	Unit 202	Napoli Court		Bldg 20	Unit 201	Napoli Lane				
Bldg 8	Unit 101	Napoli Court		Bldg 20	Unit 202	Napoli Lane				
Bldg 8	Unit 102	Napoli Court		Bldg 21	Unit 101	Napoli Lane				
Bldg 8	Unit 201	Napoli Court		Bldg 21	Unit 102	Napoli Lane				
Bldg 8	Unit 202	Napoli Court		Bldg 21	Unit 201	Napoli Lane				
Bldg 9	Unit 101	Napoli Court		Bldg 21	Unit 202	Napoli Lane				
Bldg 9	Unit 102	Napoli Court		Bldg 22	Unit 101	Napoli Lane				
Bldg 9	Unit 201	Napoli Court		Bldg 22	Unit 102	Napoli Lane				
Bldg 9	Unit 202	Napoli Court		Bldg 22	Unit 201	Napoli Lane				
Bldg 10	Unit 101	Napoli Court		Bldg 22	Unit 202	Napoli Lane				
Bldg 10	Unit 102	Napoli Court		Bldg 23	Unit 101	Napoli Lane				
Bldg 10	Unit 201	Napoli Court		Bldg 23	Unit 102	Napoli Lane				
Bldg 10	Unit 202	Napoli Court		Bldg 23	Unit 201	Napoli Lane				
Bldg 11	Unit 101	Napoli Court		Bldg 23	Unit 202	Napoli Lane				
Bldg 11	Unit 102	Napoli Court		Bldg 24	Unit 101	Napoli Lane				
Bldg 11	Unit 201	Napoli Court		Bldg 24	Unit 102	Napoli Lane				
Bldg 11	Unit 202	Napoli Court		Bldg 24	Unit 201	Napoli Lane				
Bldg 12	Unit 101	Napoli Court		Bldg 24	Unit 202	Napoli Lane				
Bldg 12	Unit 102	Napoli Court		Bldg 25	Unit 101	Napoli Lane				
Bldg 12	Unit 201	Napoli Court		Bldg 25	Unit 102	Napoli Lane				
Bldg 12	Unit 202	Napoli Court		Bldg 25	Unit 201	Napoli Lane				
Bldg 13	Unit 101	Napoli Court		Bldg 25	Unit 202	Napoli Lane				
Bldg 13	Unit 102	Napoli Court		Bldg 26	Unit 101	Napoli Lane				
Bldg 13	Unit 201	Napoli Court		Bldg 26	Unit 102	Napoli Lane				
Bldg 13	Unit 202	Napoli Court		Bldg 26	Unit 201	Napoli Lane				
Bldg 14	Unit 101	Napoli Court		Bldg 26	Unit 202	Napoli Lane				
Bldg 14	Unit 102	Napoli Court		Bldg 27	Unit 101	Napoli Lane				
Bldg 14	Unit 201	Napoli Court		Bldg 27	Unit 102	Napoli Lane				
Bldg 14	Unit 202	Napoli Court		Bldg 27	Unit 201	Napoli Lane				
Bldg 15	Unit 101	Prima Way		Bldg 27	Unit 202	Napoli Lane				
Bldg 15	Unit 102	Prima Way		Bldg 28	Unit 101	Napoli Lane				
Bldg 15	Unit 201	Prima Way		Bldg 28	Unit 102	Napoli Lane				
Bldg 15	Unit 202	Prima Way		Bldg 28	Unit 201	Napoli Lane				
Bldg 16	Unit 101	Prima Way		Bldg 28	Unit 202	Napoli Lane				
Bldg 16	Unit 102	Prima Way		Bldg 29	Unit 101	Napoli Lane				
Bldg 16	Unit 201	Prima Way		Bldg 29	Unit 102	Napoli Lane				

EXHIBIT "A"

TERRACE I AT TREVISO BAY									
PHASE I			PHASE II						
Bldg 1	Unit 111	Acqua Drive	Bldg 2	Unit 211	Acqua Drive				
Bldg 1	Unit 112	Acqua Drive	Bldg 2	Unit 212	Acqua Drive				
Bldg 1	Unit 113	Acqua Drive	Bldg 2	Unit 213	Acqua Drive				
Bldg 1	Unit 114	Acqua Drive	Bldg 2	Unit 214	Acqua Drive				
Bldg 1	Unit 115	Acqua Drive	Bldg 2	Unit 215	Acqua Drive				
Bldg 1	Unit 116	Acqua Drive	Bldg 2	Unit 216	Acqua Drive				
Bldg 1	Unit 117	Acqua Drive	Bldg 2	Unit 217	Acqua Drive				
Bldg 1	Unit 118	Acqua Drive	Bldg 2	Unit 218	Acqua Drive				
Bldg 1	Unit 121	Acqua Drive	Bldg 2	Unit 221	Acqua Drive				
Bldg 1	Unit 122	Acqua Drive	Bldg 2	Unit 222	Acqua Drive				
Bldg 1	Unit 123	Acqua Drive	Bldg 2	Unit 223	Acqua Drive				
Bldg 1	Unit 124	Acqua Drive	Bldg 2	Unit 224	Acqua Drive				
Bldg 1	Unit 125	Acqua Drive	Bldg 2	Unit 225	Acqua Drive				
Bldg 1	Unit 126	Acqua Drive	Bldg 2	Unit 226	Acqua Drive				
Bldg 1	Unit 127	Acqua Drive	Bldg 2	Unit 227	Acqua Drive				
Bldg 1	Unit 128	Acqua Drive	Bldg 2	Unit 228	Acqua Drive				
Bldg 1	Unit 131	Acqua Drive	Bldg 2	Unit 231	Acqua Drive				
Bldg 1	Unit 132	Acqua Drive	Bldg 2	Unit 232	Acqua Drive				
Bldg 1	Unit 133	Acqua Drive	Bldg 2	Unit 233	Acqua Drive				
Bldg 1	Unit 134	Acqua Drive	Bldg 2	Unit 234	Acqua Drive				
Bldg 1	Unit 135	Acqua Drive	Bldg 2	Unit 235	Acqua Drive				
Bldg 1	Unit 136	Acqua Drive	Bldg 2	Unit 236	Acqua Drive				
Bldg 1	Unit 137	Acqua Drive	Bldg 2	Unit 237	Acqua Drive				
Bldg 1	Unit 138	Acqua Drive	Bldg 2	Unit 238	Acqua Drive				
Bldg 1	Unit 141	Acqua Drive	Bldg 2	Unit 241	Acqua Drive				
Bldg 1	Unit 142	Acqua Drive	Bldg 2	Unit 242	Acqua Drive				
Bldg 1	Unit 143	Acqua Drive	Bldg 2	Unit 243	Acqua Drive				
Bldg 1	Unit 144	Acqua Drive	Bldg 2	Unit 244	Acqua Drive				
Bldg 1	Unit 145	Acqua Drive	Bldg 2	Unit 245	Acqua Drive				
Bldg 1	Unit 146	Acqua Drive	Bldg 2	Unit 246	Acqua Drive				

State of Florida



Department of State

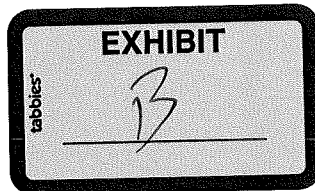
I certify the attached is a true and correct copy of the Articles of Incorporation of TREVISO BAY GOLF CLUB, INC., a Florida corporation, filed on December 30, 2011, as shown by the records of this office.

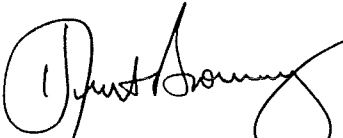
The document number of this corporation is N11000011890.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Thirtieth day of December, 2011



CR2EO22 (1-11)




Kurt S. Browning
Secretary of State

FILED

2011 DEC 30 PM 4: 45

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Exhibit "B"

**ARTICLES OF INCORPORATION
TREVISO BAY GOLF CLUB, INC.**

The undersigned subscriber to these Articles of Incorporation, a natural person competent to contract, hereby form a corporation not for profit under the laws of the State of Florida.

ARTICLE I

The name of this corporation is TREVISO BAY GOLF CLUB, INC., a not for profit corporation (the "Golf Club"). All defined terms shall have the same meanings as set forth in the Golf Declaration.

ARTICLE II

The nature of the business to be transacted shall be to engage in any activity or business permitted under the laws of the United States and of this State, pursuant to Chapters 617 and 720 of the Florida Statutes. The Golf Club is organized for the purpose of providing an entity for the operation of a golf course and related amenities located in Collier County, Florida.

The Golf Club is organized and shall exist upon a non-stock basis as a non-profit corporation under the laws of the State of Florida, and no portion of any earnings of the Golf Club shall be distributed or inure to the private benefit of any Golf Member, Director or Officer of the Golf Club. For the accomplishment of its purposes, the Golf Club shall have all of the common law and statutory powers and duties of a Corporation not for profit under Chapter 617, Florida Statutes, except as limited or modified by these Articles, the Golf Declaration or the Bylaws of the Golf Club, and it shall have all of the powers and duties reasonably necessary to operate the Golf Club pursuant to the Golf Declaration as it may hereafter be amended including, but not limited to, the following:

- (A) To levy and collect assessments against all Golf Members of the Golf Club to defray the costs, expenses and losses of the Golf Club, and to use the proceeds of assessments in the exercise of its power and duties.
- (B) To own, lease, maintain, repair, replace or operate the Golf Club Common Areas
- (C) To purchase insurance upon the Golf Club Common Areas for the protection of the Golf Club and its Golf Members.
- (D) To reconstruct improvements after casualty and to make further improvements of the Golf Club Common Areas.
- (E) To make, amend and enforce reasonable rules and regulations governing the use of the Golf Club Common Areas and the operation of the Golf Club.
- (F) To sue and be sued, and to enforce the provisions of the Declaration, these Articles and the Bylaws of the Golf Club.

(G) To contract for the management and maintenance of the Golf Club Common Areas and to delegate any powers and duties of the Golf Club in connection therewith except such as are specifically required by the Golf Declaration to be exercised by the Board of Directors or the golf membership of the Golf Club.

(H) To employ accountants, attorneys, architects or other professional personnel to perform the services required for proper operation of the Golf Club Common Areas.

(I) To acquire, own and convey real property and to enter into agreements or acquire leaseholds, easements, memberships and other possessory or use interests in lands or facilities such as golf courses and other related facilities. It has this power whether or not the lands or facilities are contiguous to the lands of the Club, if they are intended to provide enjoyment, recreation or other use or benefit to the Golf Members.

(J) To borrow or raise money for any purposes of the Golf Club; to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable instruments and evidence of indebtedness; and to secure the payment of any thereof, and of the interest therein, by mortgage pledge, conveyance or assignment in trust, of the whole or any part of the rights or property of the Golf Club.

Except as provided herein and in the Golf Declaration, all funds and title to all property acquired by the Golf Club shall be held for the benefit of the Golf Members in accordance with the provisions of the Golf Declaration, these Articles of Incorporation, and the Bylaws.

ARTICLE III

The Golf Club shall have perpetual existence.

ARTICLE IV

The qualifications required for golf membership, and the manner in which Golf Members shall be admitted to golf membership, shall be as stated in the Golf Declaration and/or the Bylaws of the Golf Club. Every Owner of a Lot or Living Unit submitted to the Golf Declaration shall be a Golf Member of the Golf Club.

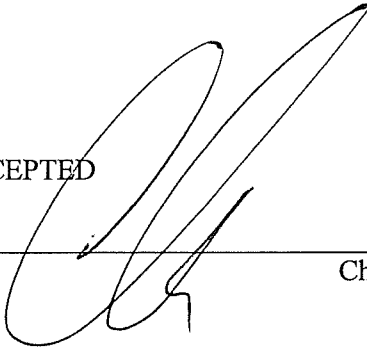
ARTICLE V

The street address of the initial principal office of the Golf Club is 10481 Six Mile Cypress Pkwy, Fort Myers, FL 33966, The name of the initial registered agent of this Golf Club is Charles Mann, and the address of the initial registered office is 1833 Hendry Street, Fort Myers, Florida 33901.

Having been named to accept service of process for Treviso Bay Golf Club, Inc., I hereby agree to act in this capacity and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

ACCEPTED

By: _____ Charles Mann



ARTICLE VI

The number of Directors shall initially consist of three (3) but may be increased pursuant to the Bylaws, and in no event shall there be fewer than three (3) in number. Directors shall be elected, or appointed to fill a vacancy, in accordance with the Bylaws of the Golf Club.

ARTICLE VII

The name and mailing address of the Directors, President, Vice President and Secretary/Treasurer, who, subject to the Bylaws of the Golf Club shall hold office for the first year of existence of this Golf Club or until his or her successor is elected and has qualified, are:

<u>NAME</u>	<u>ADDRESS</u>
Tony Burdett, President	10481 Six Mile Cypress Pkwy, Fort Myers, FL 33966
Darin McMurray, Vice President	10481 Six Mile Cypress Pkwy, Fort Myers, FL 33966
Bryan Hurst, Secretary/Treasurer	10481 Six Mile Cypress Pkwy, Fort Myers, FL 33966

ARTICLE VIII

The Golf Club is empowered to do and perform all acts reasonably necessary to accomplish the purposes of the Golf Club, which acts are not inconsistent with the powers provided for in Chapter 617, Florida Statutes.

ARTICLE IX

The name and address of the subscriber of these Articles of Incorporation is:

<u>NAME</u>	<u>ADDRESS</u>
Charles Mann	1833 Hendry Street Fort Myers, Florida 33901

ARTICLE X

Bylaws of the Golf Club may be adopted, made, altered or rescinded by the Directors at any regular meeting or any special meeting called for that purpose, so long as they are not inconsistent with any provision of these Articles.

ARTICLE XI

Amendment to the Articles of Incorporation may be proposed by any Director at any regular or special business meeting of the Board of Directors at which a majority is present and, if obtaining a two-thirds (2/3) vote of the Board of Directors present and voting at such meeting properly called and noticed as provided in the Bylaws, shall be submitted to a vote of the membership. If approved by a two-thirds (2/3) affirmative vote of the membership at a meeting of the Members properly called and noticed as provided in the Bylaws, such Amendment shall be forwarded to the Secretary of State of the State of Florida and filed and shall become effective upon issuance, by said Officer, of a certificate reflecting same.

ARTICLE XII

The Golf Club may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the Members of each voting class. Upon dissolution of the Golf Club, other than incident to a merger or consolidation, the assets of the Golf Club, shall be transferred to another not for profit corporation organized for similar purposes.

ARTICLE XIII

To the fullest extent permitted by Florida law, the Golf Club shall indemnify and hold harmless every Director and every Officer of the Corporation against all expenses and liabilities, including attorneys 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 Golf Club. The foregoing right of indemnification shall not be available if a judgment or other final adjudication established 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 interest of the Golf Club, in a proceeding by or in the right of the Golf Club to procure a judgment 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.
- (D) Wrongful conduct by Directors or Officers appointed by the Declarant, in a proceeding brought by or on behalf of the Golf Club.

In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approved such settlement as being in the best interest of the Golf Club. 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.

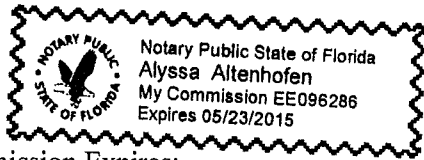
WHEREFORE the incorporator has caused these presents to be executed this 29th day of December, 2011.

By: [Signature]
Charles Mann

**STATE OF FLORIDA
COUNTY OF LEE**

The foregoing instrument was acknowledged before me this 29th day of December, 2011 by Charles Mann, to me known to be the individual described in and who executed the foregoing Articles of Incorporation and acknowledged before me that they executed same for the purposes therein expressed.

(SEAL)



My Commission Expires:

[Signature]
Notary Public

ALYSSA ALTENHOFEN

Printed Name of Notary Public

FILED
2011 DEC 30 PM 4:45
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

66069.124/TrevisoBay

Exhibit "C"

**BYLAWS
OF
TREVISO BAY GOLF CLUB, INC.**

1. **GENERAL.** These are the Bylaws of Treviso Bay Golf Club, Inc., (hereinafter the "Golf Club"), a Florida corporation not for profit organized for the purposes set forth in the Articles of Incorporation.

1.1 **Principal Office.** The principal office of this corporation shall initially be located at 10481 Six Mile Cypress Parkway, Fort Myers, FL 33966, and subsequently at such other place as may be established by resolution of the Board of Directors.

1.2 **Definitions.** All terms defined in the Declaration of Covenants, Condition and Restrictions for Treviso Bay Golf Club (the "Golf Declaration") to which these Bylaws were attached as an exhibit when it was originally recorded, shall be used with the same meanings as defined therein.

1.3 **Seal.** The seal of the Golf Club shall be inscribed with the name of the Golf Club, the year of its organization, and the words "Florida" and "corporation 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.

2. **GOLF MEMBERSHIP AND VOTING RIGHTS.** The classes of golf membership shall be as more fully set forth in Section 4 of the Golf Declaration.

2.1 **Voting Rights; Voting Interests.** The voting rights appurtenant to each class of golf membership shall be as follows:

(A) **Regular Golf Members** - Each Lot or Living Unit shall have one (1) indivisible vote in all matters upon which the Golf Members are entitled to vote.

(B) **Declarant Member** - The Declarant shall have three (3) votes for each Lot or Living Unit subject to the Golf Declaration.

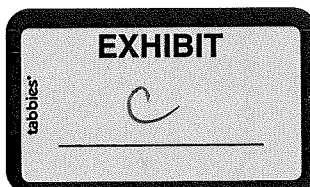
(C) **Interim Members** - Interim Members shall have no voting rights whatsoever.

The total number of voting interests of the Golf Club shall be equal to the number of Lots and Living Units which exist in the Golf Club, plus the number of Declarant votes (if any).

2.2 **Method of Voting.** All votes of the Golf Members pertaining to the Golf Club, including the election of Directors, shall be cast by the individual Golf Members who shall have one (1) indivisible vote in all matters which Golf Members are entitled to vote. Nothing herein shall require the use of secret ballots unless such use is required by law. Votes of the Declarant Member shall be cast by its designated representative.

2.3 **Golf Membership Records.** Records shall be maintained by the Golf Club showing the names of the Golf Members, their addresses, the number of Lots or Living Units owned by each Golf Member, the

TREVISO BAY GOLF CLUB -BYLAWS



class of Golf Membership and such other information as the Board shall require. Golf Members may be issued a certificate or other evidence of golf membership, which may be wallet-size. The certificate of golf membership may set forth the number of Lots or Living Units owned by the Golf Member and such other information as determined by the Board. Admission to any Golf Club Common Area, facility, meeting or affair of the Golf Club may be conditioned upon production of a current certificate of golf membership by the Golf Member.

2.4 Transfer of Golf Membership. Except as provided in Section 2.6 below, no Golf Member may transfer his Golf Club membership, except as an appurtenance to his Lot or Living Unit. The Golf Club shall be entitled to charge an administrative transfer fee equal to \$100.00 for each transfer in addition to any other charges, fees or assessments set forth in the Golf Club Documents. When a Golf Member ceases to be an Owner, his golf membership shall cease. The termination of golf membership in the Golf Club does not relieve or release any former Golf Member from liability or obligation incurred under or in any way connected with the Golf Club during the period of his golf membership, nor does it impair any rights or remedies which the Golf Club may have against any former Golf Member arising out of or in any way connected with such golf membership and the covenants and obligations incident thereto. Interim golf membership is not transferrable.

2.5 Rights and Privileges of Golf Members.

(A) Every Golf Member shall have the right to:

- (1) Have his vote cast at the meetings of the Golf Members;
- (2) Serve on the Board if elected;
- (3) Serve on committees; and
- (4) Attend golf membership meetings.

Each Golf Member is encouraged to take an active interest in Golf Club affairs.

(B) Every Golf Member in good standing shall have the privilege of using and enjoying the Golf Club Common Areas in accordance with the type of golf membership held by the Golf Member, subject to the rules of the Golf Club and the right of the Golf Club to charge admission and other fees for the use of any facilities.

(C) A Golf Member is in good standing if he is current in the payment of all assessments and other financial obligations to the Golf Club, and his golf membership is not suspended.

2.6 Delegation of Rights to use Golf Club Common Areas.

(A) In accordance with Section 4.5 of the Golf Declaration, a Golf Member may delegate his privilege to use the Golf Club Common Areas to:

(1) A reasonable number of guests, but only if accompanied by the Golf Member as further set forth in the Rules and Regulations; or

(2) Residential tenants who reside in the Golf Member's Living Unit

(B) In the case of residential tenants of the Golf Member's Living Unit, the delegating Golf Member must obtain prior written approval from the Golf Club of such delegation. The written approval shall state the name, age, permanent address, intended length of time the delegation will be effective, and such other information about each residential tenant as the Board shall require.

(C) A Golf Member who has delegated his use privileges and is not in residence in Treviso Bay may not use Golf Club Common Areas during the period of the delegation, except as a Guest of another Golf Member. A Golf Member may not be the Guest of his tenant.

(D) Golf Members shall be responsible for keeping the Golf Club informed as to the identity and relationship of any persons who normally reside with the Golf Member and intend to utilize the Golf Club Common Areas.

(E) The Board of Directors may limit the number of Guests or the frequency or duration of any Golf Member's delegation of use rights, and may impose fees for the delegation of such rights of use of the facilities by renters or guests, which fees may be different from fees charged to Golf Members for their use.

(F) The delegation of golf membership is subject to the one (1) family limitation described in the Golf Declaration.

2.7 Suspension of Golf Membership. As further provided in the Golf Declaration, the Board may suspend a Golf Member's golf membership in the Golf Club:

(A) For the period of time during which an assessment or other monetary obligation against the Member remains unpaid more than ninety (90) days after the date it was due and payable; or

(B) For a reasonable period during or after any infraction of the Golf Club's Rules and Regulations by a Golf Member or by any person to whom he has expressly or impliedly delegated his use privileges; or

(C) For misuse, abuse, or intentional destruction of Golf Club Property, real or personal. Golf membership shall not be suspended until the Golf Member has been sent reasonable notice of the intended suspension and been offered a reasonable opportunity to be heard. Suspension of any Golf Member's golf membership temporarily revokes the Golf Member's rights and privileges to use and enjoy Golf Club Common Areas and facilities and to participate in Golf Club affairs. A suspension shall in no way impair the enforceability of any assessment or lien therefor, or the authority of the Golf Club to assess and collect any future assessment and lien, nor shall it impair the Golf Member's

right of access to, and use of, his own property in a manner consistent with the Golf Club Documents. The right of the Golf Member to vote may not be suspended. The notice and hearing requirements of this Section do not apply to a suspension under subsection 2.7(A). All suspensions imposed for the nonpayment of a monetary obligation must be approved at a properly noticed Board Meeting. Upon approval the Golf Club must notify the Lot Owner and Occupant by mail or hand delivery.

3. GOLF MEMBERS' MEETINGS.

3.1 **Annual Meeting.** The annual meeting shall be held in Collier County during either March or April of each year, at a day, place and time designated by the Board of Directors, for the purpose of electing Directors (after such time as the Golf Members become entitled to do so) and transacting any other business duly authorized to be transacted by the Golf Members. The annual meeting is a general meeting, and unless the law or the governing documents require otherwise, notice of an annual meeting need not include a description of the purpose or purposes for which the meeting is called.

3.2 **Special Golf Members' Meetings.** Special Golf Members' meetings must be held whenever called for by the President or by a majority of the Directors, and must be promptly called by the Board upon receipt of a written request signed by voting representatives of Golf Members entitled to cast at least ten percent (10%) of the Golf Members. Such requests shall be in writing and shall state the purpose or purposes of the meeting. Business at any special meeting shall be limited to the item specified in the request or contained in the notice of meeting.

3.3 **Quorum.** A quorum shall be attained at a Golf Members meeting by the presence in person or by proxy at least thirty percent (30%) of the total voting interests.

3.4 **Vote Required to Transact Business.** The acts or resolution approved by at least a majority of the votes cast at a duly called meeting at which a quorum has been attained shall be the act of the Golf Members, unless a higher vote is specifically required by law or by the Golf Club Documents.

3.5 **Notice of Meetings.** Written notice of meetings shall be mailed or hand-delivered to the address last provided to the Golf Club by the Golf Members. The notices must be mailed or delivered by the Golf Club not less than fourteen (14) days prior to the date of the meeting.

3.6 **Adjourned Meetings.** Any duly called meeting of the Golf Members may be adjourned to be reconvened at a later time by vote of the majority of the voting interests present, regardless of whether a quorum has been attained. Unless the Bylaws require otherwise, adjournment of annual or special meeting to a different date, time or place must be announced at that meeting before an adjournment is taken, or notice must be given of the new date, time, or place pursuant to Section 720.303(7), Florida Statutes as amended. Any business that might have been transacted on the original date of the meeting may be transacted at the adjourned meeting. If a new record date for the adjourned meeting is or must be fixed under Section 617.0707, Florida Statutes, as amended, notice of the adjourned meeting must be given to persons who are entitled to vote and are Golf Members as of the new record date but were not Golf Members as of the previous record date.

3.7 **Order of Business.** The order of business at Golf Members' meetings shall be substantially as follows:

- (A) Determination that a quorum has been attained.
- (B) Reading or waiver of reading of minutes of last Golf Members' meeting.
- (C) Reports of Officers
- (D) Reports of Committees
- (E) Election of Directors (when appropriate)
- (F) Unfinished Business
- (G) New Business
- (H) Adjournment

3.8 **Minutes.** Minutes of all meetings of the Golf Members must be maintained in written form, or in another form that can be converted into written form within a reasonable time.

3.9 **Parliamentary Rules.** Roberts' Rules of Order (latest edition) shall govern the conduct of the Golf Club meetings when not in conflict with the law, with the Golf Declaration, or with these Bylaws. The presiding officer may appoint a Parliamentarian, but the decision of the presiding officer 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.

3.10 **Action by Golf Members without a Meeting.** Except the holding of the annual meeting and annual election of Directors, any action required or permitted to be taken at a meeting of the Golf Members may be taken by mail without a meeting if written instruments expressing approval of the action proposed to be taken are signed and returned by Golf Members having not less than the minimum number of votes that would be necessary to take such action at a meeting at which all of the voting interests were present and voting. If the requisite number of written consents are received by the Secretary within sixty (60) days after the earliest date which appears on any of the consent forms received, the proposed action so authorized shall be of full force and effect as if the action had been approved at a meeting of the Golf Members held on the sixtieth (60th) day. Within ten (10) days thereafter, the Board shall send written notice of the action taken to all Golf Members who have not consented in writing. Nothing in this paragraph affects the rights of Golf Members to call a special meeting of the golf membership, as provided for by Section 3.2 above, or by law.

4. **BOARD OF DIRECTORS.** The administration of the affairs of the Golf Club shall be by a Board of Directors. All powers and duties granted to the Golf Club by law, as modified and explained in the Golf Declaration, Articles of Incorporation, and these Bylaws, shall be exercised by the Board, subject to the approval or consent of the Golf Members only when such is expressly required by the Golf Club Documents.

4.1 **Powers.** The Board shall have the authority to:

- (A) Manage and control the affairs of the Golf Club.
- (B) Appoint and remove at its pleasure all officers, agents and employees of the Golf Club, prescribe their duties, fix their compensation and require of them such security or fidelity bond as it may deem expedient. Nothing in these Bylaws shall be construed to prohibit the employment of any Member, officer or director of the Golf Club in any capacity whatsoever.

(C) Establish, levy, assess and collect any assessment or charge provided for in the Golf Club Documents.

(D) Designate one or more financial institution(s) as depository for Golf Club funds, and the officer(s) authorized to make withdrawals therefrom.

(E) With the prior consent of at least a majority of the voting interests, borrow money for Golf Club purposes, and assign, pledge, mortgage or encumber any Golf Club Common Areas or future revenues of the Golf Club as security therefor;

(F) Adopt, amend or revoke rules and regulations relating to the use of Golf Club Common Areas, and such sanctions for noncompliance therewith, as it may deem necessary for the best interest of the Golf Club and its Golf Members. The Board may also establish and levy fees for the use of Golf Club Common Areas or Golf Club property;

(G) Cause the Golf Club to employ sufficient personnel to adequately perform the responsibilities of the Golf Club;

(H) Negotiate and enter into contracts for the maintenance and operation of the Golf Club Common Areas;

(I) Make improvements to the Golf Club Common Areas.

(J) Establish committees of the Golf Club and appoint the Golf Members thereof. It may assign to such committees responsibilities and duties not inconsistent with the provisions of these Bylaws as it may deem appropriate;

(K) Acquire property, real or personal, and enter into agreements with any persons, including Declarant relating to the orderly transfer of property from said person to the Golf Club and such other matters as the Board may deem appropriate.

(L) Perform all other acts not inconsistent with law or the Golf Club Documents and necessary for the proper functioning of the Golf Club.

4.2 **Number; Qualifications.** Initially the Board of Directors shall consist of three (3) Directors appointed by the Declarant Member, who are not subject to removal by the Golf Members, and who need not be Golf Members of the Golf Club. Each Director elected by the regular Golf Members must be a Golf Member, or the spouse of a Golf Member.

(A) At the Turnover Meeting, all Directors then serving shall resign, and the size of the Board shall increase to seven (7) Directors elected by the Golf Members. Any of the remaining seven (7) seats will be filled at large by the vote of all non-Declarant Golf Members. As long as at least five percent (5%) of the Lots or Living Units in Treviso Bay remain unsold, the Declarant shall be entitled to appoint one additional Director.

4.3 **Term of Office.** In order to provide for a continuity of experience by establishing a system of staggered terms of office, at the Turnover Meeting three (3) Directors shall each be elected for a term that ends at the next annual meeting of the Golf Club, and four (4) Directors shall be elected for a term which expires at the annual meeting after the next annual meeting. Thereafter, each Director shall be elected for a term of two (2) years, which will end upon final adjournment of the annual meeting in conjunction with which the Director's successor is to be elected. There is no limit on the number of consecutive terms to which a Director may be elected. A resignation must be in writing to be effective, and may not be revoked once received by the Golf Club.

4.4 **Nominations and Elections.** The non-Declarant Golf Members are entitled to vote in the election of the Directors.

(A) **Candidates.** The Board shall adopt and utilize procedures whereby any person eligible to serve as a Director may qualify as a candidate and have his name on the ballot, by notifying the Golf Club in writing, at least forty-five (45) days in advance of the election, of his desire to be a candidate for any vacancy which he is eligible to fill. All eligible persons giving timely written notice of desire to be a candidate shall be listed alphabetically by surname on any ballots distributed or used by the Golf Club. Candidates may also be nominated in any other way permitted by law.

(B) **Election and Voting Materials.** Candidates shall have a reasonable opportunity to communicate their qualifications to the Golf Members and to solicit votes at their own expense. Any written materials distributed to the Golf Members by the Golf Club regarding an election shall be non-partisan, and Golf Club funds shall not be used in any way to promote the election of any candidate over another. No ballot or other election materials used by the Golf Club shall endorse, disparage, or comment on any candidate or indicate whether a candidate is an incumbent, however the Golf Club shall duplicate and distribute without editing brief resumes of background and qualifications provided by any candidates who would like it distributed. The ballots and all other election and voting materials shall be distributed by the Golf Club with the notice of the annual meeting described in Section 3.5 above.

(C) **Balloting.** Elections shall be by written ballot. The candidate who receives a plurality of the votes cast shall be elected. Each Member may cast as many votes as there are Directors to be elected, but not more than one vote for any candidate. Each Member may also cast one vote for each Director to be elected, it being the intent hereof that cumulative voting is prohibited. Election ballots shall be cast by the Golf Members directly with the Golf Club, which shall count the ballots at a Golf Club Annual Meeting which is properly noticed and open to all Golf Members. Any ballots received after the first vote is counted at the Golf Club Annual Meeting shall be invalid.

(D) **Vote Counting.** On the day of the annual meeting, before the meeting begins, at a place and time which was stated in the notice of the meeting, the Board (or its designees) shall open the sealed envelopes and count the votes in such manner as it (or they) deem advisable. Any member shall be entitled to attend and observe. The results of the election shall be announced at the beginning of the annual meeting, and the new Directors shall take office at the final adjournment of the meeting. A tie vote shall be broken by

agreement between the tied candidates, or, in the absence of agreement, by lot. Any dispute as to the validity of any ballots shall be resolved by the incumbent Board.

4.5 **Vacancies on the Board.** If the office of any Director or Directors, except those appointed by Declarant, becomes vacant for any reason, a majority of the remaining Directors, though less than a quorum, shall promptly choose a successor or successors, who shall hold office for the entire remaining term. If for any reason there should arise circumstances in which no Directors are serving and the entire Board is vacant, the Golf Members shall elect successors at a special meeting by the same method as is provided for at the Turnover Meeting in Sections 4.2 through 4.4 above.

4.6 **Removal.** Any Director, except those appointed by the Declarant, may be removed from the Board with or without cause by vote of a majority of the voting interests. Directors may also be removed as provided in Section 4.8 below.

4.7 **Organizational Meeting.** An organizational meeting of a new Board of Directors shall be held within ten (10) days after the election of new Directors at such place and time as may be fixed by the new Directors at the meeting when they were elected.

4.8 **Regular Meetings.** After turnover of control, regular meetings of the Board shall be held at such time and place in Collier County, Florida, as shall be determined from time to time by the Directors. A regular meeting of the Board of Directors is any meeting held according to a regular weekly, monthly or other periodic schedule adopted from time to time by the Board. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least ten (10) days before the day named for such meeting. At regular meetings any business of the Golf Club may be transacted. If any Director elected by the Golf Members shall be absent for any reason from three (3) consecutive regular meetings of the Board, the Board may, by vote of at least a majority of the whole Board taken at the next meeting, declare the office of said Director to be vacant, and may appoint a successor.

4.9 **Special Meetings.** Special meetings of the Board are all meetings other than the annual organizational meeting and regular meetings. Special meetings may be called by the President, the Secretary, or by a majority of the Directors. Not less than two (2) days notice of a special meeting shall be given to each Director, personally or by mail, facsimile, telephone or telegram, which notice shall state the time, place, and purposes of the meeting. Business conducted at a special meeting shall be limited to the items specified in the notice of the meeting.

4.10 **Waiver of Notice by Directors.** Any Director may waive notice of a Board meeting before or after the meeting, and such waiver shall be deemed equivalent to the receipt of notice. Attendance at a meeting by any Director constitutes waiver of notice, unless that Director objects to the lack of notice at the beginning of the meeting.

4.11 **Board Meetings; Notice to Golf Members.** A meeting of the Board of Directors occurs whenever a quorum of the Board gathers and conducts Golf Club business. All meetings of the Board shall be open to all Golf Members, except as otherwise provided by law. Notice of all Board meetings shall be posted in a conspicuous place on the Golf Club Common Areas at least forty-eight (48) hours in advance of a 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 such assessments. Any Owner may tape-record or videotape meetings of the Board and meetings of the Golf

Members. The Board may adopt reasonable rules governing the taping of meetings of the Board and the Golf Membership.

4.12 **Quorum of Directors.** A quorum at a Board meeting shall exist only when a majority of all Directors are present in person. Directors may not vote by proxy or secret ballots at Board meetings, except that secret ballots may be used in electing officers. Any Director has a right to participate in any meeting of the Board, or meeting of an executive or other committee, by means of a conference telephone call or similar communicative arrangement whereby all persons present can hear and speak to all other persons. Participation by such means shall be deemed equivalent to presence in person.

4.13 **Vote Required.** Except as otherwise required by law or the governing documents, the acts approved by a majority of the Directors present and voting at a duly called Board meeting at which a quorum exists shall constitute the acts of the Board of Directors.

4.14 **Presumption of Assent.** A Director who is present at a meeting of the Board shall be deemed to have voted in favor of the point of view that prevails on any question, unless he voted against such action or abstained from voting because of an asserted conflict of interest. The vote of each Director on each matter considered, including abstention because of an asserted conflict of interest, must be recorded in the minutes of the meeting.

4.15 **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 later time. When the meeting is reconvened, provided a quorum exists, any business that might have been transacted at the meeting originally called may be transacted without further notice.

4.16 **The Presiding Officer.** The President of the Golf Club, 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 those present.

4.17 **Compensation of Directors and Officers.** Neither Directors nor officers shall receive compensation for their services as such. Directors may not also be employees of the Golf Club. Directors and officers may be compensated for all actual and proper out-of-pocket expenses relating to the proper discharge of their respective duties.

4.18 **Emergency Powers.** In the event of an "emergency" as defined in Paragraph 4.18(G) below, the Board of Directors of the Golf Club may exercise the emergency powers as described in this Section, and any other emergency powers authorized by Sections 617.0207, and 617.0303, Florida Statutes, as amended from time to time.

(A) The Board may name as assistant officers persons who are not Directors, which assistant officers shall have the same authority as the executive officers of whom they are assistant during the period of the emergency, to accommodate the incapacity of any officer of the Golf Club.

(B) The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.

(C) During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practical manner, including publication or radio. The Director or Directors in attendance at such a meeting shall constitute a quorum.

(D) Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Golf Club shall bind the Golf Club; and shall have the rebuttable presumption of being reasonable and necessary.

(E) Any officer, Director or employee of the Golf Club acting with a reasonable belief that his actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of willful misconduct.

(F) The provisions of these emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

(G) For purposes of this Section, an "emergency" exists only during a period of time that the Golf Club Property, or the immediate geographic area in which the Golf Club Property is located, is subjected to:

- (1) a state of emergency declared by law enforcement authorities;
- (2) a hurricane warning;
- (3) a partial or complete evacuation order;
- (4) designation by federal or state government as a "disaster area;" or
- (5) a catastrophic occurrence, whether natural or man-made, which seriously damages or threatens serious damage to the Golf Club Property, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or acts of terrorism.

4.19 **Committee Meetings.** The provisions of this Section 4 governing the calling and holding of Board meetings shall also apply to the meetings of all committees or other similar bodies specified in the Golf Club Documents, and to any committee or similar body appointed by the Board or any member thereof, or elected by the Golf Members, to which the Board has delegated its decision-making powers. The meetings of any committee, including any body vested with the power to approve or disapprove architectural decisions with respect to a specific parcel of residential property owned by a member of the Golf Club, must be conducted with the same formalities as required for meetings of the Board.

5. OFFICERS.

5.1 **Officers and Elections.** The executive officers of the Golf Club shall be a President, and one or more Vice-Presidents, who must be Directors of the Golf Club, as well as a Treasurer and a Secretary, all of whom shall be elected annually by majority vote of 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 except the

President may hold two or more offices. The Board of Directors shall, 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 Golf Club. If the Board so determines, there may be more than one Vice-President. The officers may delegate their duties and responsibilities.

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

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 prescribe.

5.4 **Secretary.** The Secretary shall attend the meetings of the Board and meetings of the Golf Members, and shall record all votes and the minutes of all proceedings 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 Golf 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 Golf Club 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 Golf Club Documents. Any of the foregoing duties may be performed by an Assistant Secretary, if any has been designated.

5.5 **Treasurer.** The Treasurer shall have responsibility for the collection, safe-keeping, and disbursement of funds and securities of the Golf Club, shall keep full and accurate accounts of receipts and disbursements in books belonging to the Golf Club, and shall deposit all monies and other valuable effects in the name and to the credit of the Golf Club in such depositories as may be designated by the Board of Directors, and prepare the budget for the Golf Club. He shall be responsible for disbursing the funds of the Golf Club, making proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all transactions and of the financial condition of the Golf Club. Any of the foregoing duties may be performed by an Assistant Treasurer, if any has been designated.

6. **FISCAL MATTERS.** The provisions for assessments and fiscal management of the Golf Club set forth in the Golf Declaration shall be supplemented by the following provisions:

6.1 **Depository.** The Golf Club shall maintain its accounts in federally insured accounts at financial institutions doing business in the State of Florida as may 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. The Board may invest Golf Club funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securities, and other similar investment vehicles, provided they are federally insured, or backed by the full faith and credit of the United States.

6.2 **Budget.** The Board of Directors shall, at a November meeting each year, adopt a budget of general expenses for the next fiscal year. The budget must reflect the estimated revenues and expenses for that year and 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 Golf Club, the Declarant, or another person. The Golf Club shall provide each member with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the member. The proposed budget shall be detailed and shall show the amounts budgeted by accounts and expense classifications.

6.3 **Reserves.** The Board may establish in the budgets one or more reserve accounts for contingencies, operating expenses, repairs, improvements, capital expenditures or deferred maintenance. The purpose of the reserves is to provide financial stability and to avoid the need for special assessments. The amounts proposed to be so reserved shall be shown in the proposed annual budgets each year. These funds may be spent only for purposes for which they were reserved, unless another use is approved by unanimous consent of the entire Board.

6.4 **Fidelity Bonds.** The Treasurer, and all other officers who are authorized to sign checks, and all Directors and employees of the Golf Club handling or responsible for Golf Club funds, shall be bonded in such amounts as determined by the Board of Directors. The premiums on such bonds shall be paid by the Golf Club.

6.5 **Accounts and Accounting Procedures.** The financial and accounting records of the Golf Club, must be kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least seven (7) years. The financial and accounting records must include:

- (A) Accurate, itemized, and detailed records of all receipts and expenditures.
- (B) A current account and a period statement of the account for each member, designating the name and current address of each Golf Member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the member, the date and amount of each payment on the account, and the balance due.
- (C) All tax returns, financial statements, and financial reports of the Golf Club.
- (D) Any other records that identify, measure, record or communicate financial information.

6.6 **Financial Reporting.** The Golf Club shall prepare an annual financial report within sixty (60) days after the close of the fiscal year. The Golf Club shall, within ten (10) business days after the report is prepared, provide each member with a copy of the report, or a written notice that a copy of the financial report is available upon request at no charge to the Golf Member. The financial report must consist of either:

- (A) Financial statements presented in conformity with generally accepted accounting principles; or
- (B) A financial report of actual receipts and expenditures, cash basis, which report must show:

- (1) The amount of receipts and expenditures by classification; and
- (2) The beginning and ending cash balances of the Golf Club.

6.7 **Audits.** A formal certified audit of the accounts of the Golf Club, if required by law, or by a majority of the voting interests, or by a majority of the Board of Directors, shall be made by an independent certified public accountant, and a copy of the audit report shall be available on request to each Golf Member.

6.8 **Application of Payments and Commingling of Funds.** All monies collected by the Golf Club may be commingled, for investment purposes only, in a single fund, or divided into two or more funds, as determined by the Board of Directors. The books and records of the Golf Club shall be kept in conformity to generally accepted accounting principles, and the audit and accounting guide for Common Interest Realty Associations of the American Institute of Certified Public Accountants. All payments on account by an Owner shall be applied as to interest, delinquencies, costs and attorney's fees, other charges, and annual or special assessments, in such manner and amounts as the Board of Directors may determine, or as may be required by law.

6.9 **Fiscal Year.** The fiscal year for the Golf Club shall begin on the first day of January each year. The Board of Directors may change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed in the Internal Revenue Code of the United States.

6.10 **Payment of Assessments.** Annual assessments based on the adopted budgets shall be payable annually, semiannually or in quarterly installments at the discretion of the Board. Written notice of the annual assessment shall be sent to all Owners at least thirty (30) days prior to the due date. Failure to send or receive such notice shall not, however, excuse the obligation to pay. By resolution, the Board may establish the place for payment, the method of payment, and a late payment fee.

6.11 **Special Assessments.** Special assessments may be imposed by the Board of Directors whenever necessary to meet unbudgeted, emergency, or non-recurring expenses, or for such other purposes as are authorized by the Golf Declaration or these Bylaws. Special assessments are due on the day specified in the resolution of the Board approving such assessment. The notice of any special assessment must contain a statement of the purpose(s) of the assessment, and the funds collected must be spent for the stated purpose(s) or returned to the Golf Members in a manner consistent with law.

6.12 **Proof of Payment.** Within fifteen (15) days after receipt of request from the Owner, mortgagee, or purchaser of a Lot or Living Unit, the Golf Club shall furnish a written statement certifying that all assessments then due from any Lot or Living Unit have been paid, or indicating the amounts then due. Anyone other than the Owner who relies upon such statement shall be protected thereby.

6.13 **Suspension.** The Golf Club shall not be required to transfer golf memberships on its books or to allow the exercise of any rights or privileges of golf membership on account thereof to any Owner, or to any persons claiming under an Owner, unless and until all assessments and charges to which said Owner and his Lot or Living Unit is subject have been paid in full.

7. TURNOVER OF CONTROL OF GOLF CLUB.

7.1 **Time of Turnover.** Turnover of control of the Golf Club occurs when the Golf Members first elect a majority of the Directors of the Golf Club. Owners other than the Declarant shall be entitled to assume control of the Golf Club by electing the entire Board of Directors not later than ninety (90) days after the conveyance of title, to Owners other than Declarant, of at least ninety percent (90%) of Lots or Living Units ultimately to be subjected to the Golf Declaration. At that time the Directors appointed by the Declarant shall resign. The election shall occur at a meeting of the Golf Members (the Turnover Meeting).

7.2 **Procedure for Calling Turnover Meeting.** To ultimately be no less than sixty (60) days prior to the Turnover Meeting, the Golf Club shall notify in writing all Golf Members of the date of the Turnover Meeting. At the Turnover Meeting the Directors elected by the Golf Members as further provided in Section 4.4 above, and all but one of the Directors previously appointed by the Declarant shall resign.

7.3 **Early Turnover.** The Declarant may turn over control of the Golf Club to the Golf Members prior to the time for turnover set forth above, by causing all but one of its appointed Directors to resign, whereupon it shall be the affirmative obligation of the Golf Members to elect the other Directors and assume control of the Golf Club. If at least sixty (60) days notice of Declarant's decision to cause its appointees to resign is given as described in this Section, neither the Declarant, nor such appointees shall be liable in any manner in connection with such resignations if the Golf Members refuse or fail to assume control.

7.4 **Declarant Representative.** The Declarant is entitled to appoint at least one member of the Board of Directors as long as the Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots or Living Units to be submitted to the Golf Declaration. After the Declarant relinquishes control of the Golf Club, the Declarant may exercise the right to vote any Declarant-owned interests in the same manner as any other member, except for purposes of reacquiring control of the Golf Club or selecting a majority of the Directors.

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

8.1 **Proposal.** Amendments to these Bylaws may be proposed either by a resolution approved by a majority of the whole Board of Directors, or by a petition to the Board signed by the voting representatives of at least twenty-five percent (25%) of the voting interests of the Golf Club. Once so proposed, the amendments shall be submitted to a vote of the Golf Members at a meeting no later than the next annual meeting for which notice can still properly be given.

8.2 **Vote Required.** Except as otherwise provided by law, or by specific provision of the Golf Club Documents, these Bylaws may be amended by concurrence of at least two-thirds (2/3) of the voting interests present and voting at any annual or special meeting, provided that the text of any proposed amendment has been given to the Golf Members with notice of the meeting.

8.3 **Amendment by Board.** As long as Declarant golf membership exists, the Board of Directors, by majority vote, may unilaterally amend these Bylaws in any manner which it deems advisable, including but not limited to amendments to correct errors or conform the Bylaws to any applicable statute or local ordinance. Such amendments shall not require consent of the Golf Members.

8.4 **Certificate; Recording.** A copy of each approved amendment shall be attached to a certificate reciting that the amendment was duly adopted, which certificate shall be executed by the President or Vice-President of the Golf Club 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 the County. The certificate must identify the book and page of the Public Records where the Golf Declaration was originally recorded.

9. MISCELLANEOUS

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

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

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

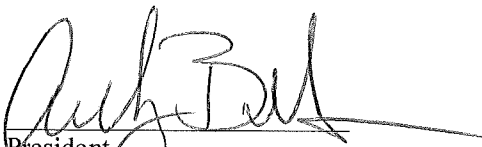
The foregoing constitute the first Bylaws of Treviso Bay Golf Club, Inc., and were duly adopted at the first meeting of the Board of Directors held on December 31, 2011.

Date: 12-31, 2011.



Secretary

ATTEST:



President

TPC - TREVISSO BAY
 MASTER ASSOC/CLUB & SPA
 2012 DRAFT BUDGET

	JAN12	FEB12	MAR12	APR12	MAY12	JUN12	JUL12	AUG12	SEP12	OCT12	NOV	DEC	Total
Annual Maintenance Fees	\$1,446.00												
INCOME:													
MAINTENANCE FEES	65,070.00	0.00	0.00	0.00	0.00	17,713.50	15,906.00	12,652.50	15,424.00	11,206.50	7,712.00	2,530.50	148,215.00
GOLF LEASE	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	96,000.00
INTEREST INCOME	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CABLE TELEVISION	1,450.00	1,450.00	1,450.00	1,450.00	1,450.00	3,050.00	4,720.00	6,320.00	8,760.00	11,130.00	13,560.00	15,180.00	69,950.00
DISCOUNTS EARNED	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DISCOUNTS MANAGEMENT FEES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL ADMIN INCOME	74,520.00	9,450.00	9,450.00	9,450.00	9,450.00	28,763.50	28,626.00	26,972.50	32,184.00	30,336.50	29,272.00	25,690.50	314,165.00
EXPENSES													
CABLE TELEVISION EXPENSES:													
CABLE TELEVISION-HOMEOWNERS	1,450.00	1,450.00	1,450.00	1,450.00	1,450.00	3,050.00	4,720.00	6,320.00	8,760.00	11,130.00	13,560.00	15,180.00	69,950.00
ADMINISTRATIVE EXPENSES:													
ACCOUNTING & LEGAL	225.00	225.00	225.00	225.00	5,000.00	225.00	225.00	225.00	225.00	225.00	225.00	250.00	7,500.00
BANK CHARGES	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	900.00
BUILDING MAINTENANCE	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	3,000.00
CLEANING SERVICE	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	2,400.00
COMPUTER ROOM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
COMPUTER SUPPORT	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	1,200.00
ELECTRICITY	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	6,000.00
EMPLOYEE NEW HIRE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
COPY/POSTAGE MACHINE	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	1,500.00
GATE HOUSE UTILITIES	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	6,000.00
GATE ATTENDANT	11,000.00	11,000.00	11,000.00	11,000.00	11,000.00	11,000.00	11,000.00	11,000.00	11,000.00	11,000.00	11,000.00	11,000.00	132,000.00
INSURANCE	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	36,000.00
JANITORIAL SUPPLIES	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	1,200.00
LICENSES/PERMITS	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	300.00
MANAGEMENT FEE	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	9,000.00
OFFICE SUPPLIES	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	1,800.00
PAYROLL	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	96,000.00
PAYROLL TAXES & FEES	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	14,400.00
PAY RELATED GROUP INSURANCE	425.00	425.00	425.00	425.00	425.00	425.00	425.00	425.00	425.00	425.00	425.00	425.00	5,100.00
PEST CONTROL	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	900.00
POSTAGE	200.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	1,600.00
PRINTING	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	600.00
TAXES - PERSONAL PROPERTY	5,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,000.00
TELEPHONE	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	3,000.00
TRAVEL EXPENSE	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	1,200.00
WATER & SEWER	1,600.00	1,600.00	1,600.00	1,600.00	1,600.00	1,600.00	1,600.00	1,600.00	1,600.00	1,600.00	1,600.00	1,600.00	19,200.00
TOTAL ADMINISTRATIVE EXPENSES	33,900.00	28,800.00	28,800.00	28,800.00	33,575.00	28,800.00	28,800.00	28,800.00	28,800.00	29,100.00	28,800.00	28,825.00	355,800.00

