

Prepared by and returned to:

Becker & Poliakoff, P.A.
Joseph E. Adams, Esquire
4001 Tamiami Trail North, Suite 270
Naples, Florida 34103

CERTIFICATE OF RECORDATION
SECOND AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS
FOR
COLLIERS RESERVE

AMENDED AND RESTATED ARTICLES OF INCORPORATION
SECOND AMENDED AND RESTATED BYLAWS

COLLIER'S RESERVE ASSOCIATION, INC.

I HEREBY CERTIFY that the attached Amended and Restated Governing Documents were duly adopted by the Association membership at the duly noticed Annual Members' Meeting of the Association on the 13th day of March 2020, which was lawfully adjourned to the 13th day of May 2020. Said Amended and Restated Governing Documents were approved by a proper percentage of voting interests of the Association. The original Declaration of Protective Covenants is recorded at O.R. Book 1781, at Page 149 *et seq.*, of the Public Records of Collier County, Florida. The Amended and Restated Declaration of Protective Covenants recorded in O.R. Book 5267, Page 2934 *et seq.*, of the Public Records of Collier County, Florida. The property encompassed by the Declaration of Protective Covenants is further described at Plat Book 20, Page 59 *et seq.*, of the Public Records of Collier County, Florida.

This Certificate of Recordation is indexed under the legal name of the Association executing this Certificate, references the recording information of the Declaration of Protective Covenants, and is intended to preserve and protect the Declaration of Protective Covenants from extinguishment by operation of Chapter 712, Florida Statutes, as amended from time to time in accordance with the terms, provisions and conditions thereof, including but not limited to:

Page 1 of 3

LAW OFFICES
BECKER & POLIAKOFF
NORTHERN TRUST BUILDING • 4001 TAMAMIAMI TRAIL NORTH, SUITE 270 • NAPLES, FL 34103
TELEPHONE (239) 552-3200

- i. Amendment to the Declaration of Protective Covenants recorded on June 30, 1997, at O.R. Book 2327, Page 506 *et seq.*, of the Public Records of Collier County, Florida;
- ii. Amendment to the Declaration of Protective Covenants recorded on January 22, 1999, at O.R. Book 2504, Page 1594 *et seq.*, of the Public Records of Collier County, Florida;
- iii. Amendment to the Declaration of Protective Covenants recorded on March 2, 2004, at O.R. Book 3511, Page 734 *et seq.*, of the Public Records of Collier County, Florida;
- iv. Amendment to the Declaration of Protective Covenants recorded on April 15, 2008, at O.R. Book 4349, Page 3322 *et seq.*, of the Public Records of Collier County, Florida;
- v. Amendment to the Declaration of Protective Covenants recorded on June 12, 2008, at O.R. Book 4369, Page 2823 *et seq.*, of the Public Records of Collier County, Florida;
- vi. Amendment to the Declaration of Protective Covenants recorded on April 9, 2014, at O.R. Book 5025, Page 942 *et seq.*, of the Public Records of Collier County, Florida; and
- vii. Amended and Restated Declaration of Protective Covenants recorded on April 29, 2016, at O.R. Book 2934, Page 2995 *et seq.*, of the Public Records of Collier County, Florida.

The Second Amended and Restated Declaration of Protective Covenants is attached hereto.

The Amended and Restated Articles of Incorporation of Collier's Reserve Association, Inc. are attached as Exhibit "A."

The Second Amended and Restated Bylaws of Collier's Reserve Association, Inc. are attached as Exhibit "B."

The property that is subject to the Declaration, both Parcels and Common Areas, as well as the Golf Course Property, are described and attached as Exhibit "C."

A copy of the deed to the lands which have been deeded to the Association is attached Exhibit "C-1."

The Golf Course Property is described and attached as Exhibit "D."

A copy of the deed to the lands which have been deeded to the Country Club is attached Exhibit "D-1."

WITNESSES:
(TWO)

COLLIER'S RESERVE ASSOCIATION, INC.

[Signature]
Signature
A. Mc Donnell
Printed Name

BY: [Signature]
Stanley Lukowski, President
Date: 5/20/2020

[Signature]
Signature
W.C. Mitchell, Jr.
Printed Name

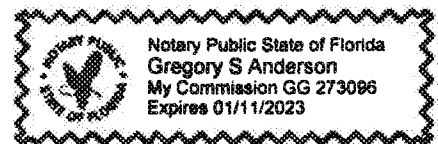
(CORPORATE SEAL)

STATE OF FLORIDA)
) SS:
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 20 day of MAY 2020, by Stanley Lukowski as President of Collier's Reserve Association, Inc. Association, Inc., a Florida Corporation, on behalf of the corporation. He is ☒ personally known to me or ☐ has produced _____ (type of identification) as identification.

[Signature]
Notary Public
GREGORY S. ANDERSON
Printed Name

My commission expires: 01/11/2023



**SECOND AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS
FOR
COLLIERS RESERVE**

STATEMENT OF BACKGROUND INFORMATION

The capitalized terms used in this Statement of Background Information and elsewhere in this Declaration are defined below or in Article 1 hereof.

A. The Development subject hereto was originally made subject to that certain Collier's Reserve Declaration of Protective Covenants recorded in O.R. Book 1781, Page 149 *et seq.*, of the Public Records of Collier County, Florida ("Original Declaration"), as amended and supplemented from time to time; including the Amended and Restated Declaration of Protective Covenants recorded in O.R. Book 5267, Page 2934 *et seq.*, of the Public Records of Collier County, Florida ("First Amended and Restated Declaration");

B. At the time of recording of the Original Declaration, CDC owned the Development and created a planned community for the Development in accordance with the Subdivision Master Plan, the Ordinance and the Order;

C. CDC desired to provide for the values and amenities of the Development, to assure that said Community complied with the requirements of the Subdivision Master Plan, the Ordinance, and the Order (collectively, the "Development Regulations"), and to provide for the maintenance and/or administration of property within the Development and the other designated facilities and services and, to that end, desired to subject the Development to the covenants, restrictions, conditions, prohibitions, easements, requirements, charges, and liens set forth in the Governing Documents, each of which is for the benefit of the Development and each owner of any portion thereof;

D. CDC caused the Association to be incorporated for the purpose of maintaining, operating, and administering the Development and the other designated facilities and services, administering and enforcing the Covenants and collecting and disbursing Assessments and Charges;

E. CDC assigned all of its right, title and interest in and to the Original Declaration to Developer;

F. Developer turned over control of the Association to Members, other than Developer, as evidenced by that certain Notice of Transfer of Control recorded in O.R. Book 2976, Page 1496 *et seq.*, of the Public Records of Collier County, Florida ("Turnover");

G. Developer and Association have previously amended a number of sections of the Original Declaration, including the First Amended and Restated Declaration, and adopt additional amendments herein, and the Owners desire that all of such amendments be reflected herein;

H. Association has determined it is desirable to amend the Original Declaration and First Amended and Restated Declaration to reflect the foregoing, as well as to reflect certain additional changes deemed desirable by the Board and the Members; and

I. Association has obtained all requisite approvals to amend and restate the First Amended and Restated Declaration as hereinafter set forth, including, without limitation, the approval by the requisite votes of the voting members of the Association.

NOW, THEREFORE, Association declares that the Development shall be held, transferred, sold, conveyed and occupied subject to the Covenants. The Covenants set forth herein shall run with the title to the Development and the property in Development and shall be binding upon all persons having or acquiring any right, title or interest therein or any part thereof, their heirs, personal representatives, successors and assigns. The Covenants shall inure to the benefit of each and every person or entity from time to time owning or holding an interest in said real property or any portion thereof and shall further inure to the benefit of and be binding upon each Owner, his heirs, personal representatives, successors and assigns and his Family members, Tenants, Guests, and Invitees. This Declaration and any amendment hereto, shall not be deemed to be for benefit of any holder of a mortgage or other security interest, or its successors and assigns, unless and until such holder has acquired title to real property within the Development pursuant to foreclosure or deed in lieu of foreclosure.

No additional land is being added to the Development by this instrument and no land is being removed by this instrument. The Covenants contained in this Declaration shall run with the land and be binding upon and inure to the benefit of all present and future Owners. The acquisition of title to a Lot or Parcel or any other ownership interest in property in the Development, or the lease, occupancy or use of any portion of a Parcel or other portion of the Development, constitutes an acceptance and ratification of all provisions of this Declaration, as amended from time to time, and an agreement to be bound by its terms. No recorded easements to or from third parties or other binding agreements of record are intended to be impaired by the recording of this Declaration.

PROVIDED, HOWEVER, nothing contained herein or in any exhibit or other agreement referenced herein shall be construed to prevent Golf Course Property Owner, or its successor or assign, from marketing and selling memberships in the Country Club or any successor club which may be formed in connection with the use of the Golf Course Property.

ARTICLE I DEFINITIONS

The following words and terms when used in this Declaration shall have the following respective meanings:

Second Amended and Restated Declaration of Protective Covenants
Page 2 of 45

LAW OFFICES
BECKER & POLIAKOFF, P.A.
NORTHERN TRUST BUILDING • 4001 TAMiami TRAIL N. SUITE 270 • NAPLES, FL 34103
TELEPHONE (239) 552-3200

Section 1. “**Act,**” or “**Homeowners’ Association Act**” means Chapter 720 Florida Statutes, as it now exists or as it may be amended from time to time including the definitions therein contained. However, except when specific incorporation of the Act or its procedures are set forth in the Governing Documents, it is the intention of this Declaration that the Community and Association be operated in conformance with the law as it existed when the Community was created to the extent necessary to avoid impairment of contracted or vested rights or the invalidity of any provision of this Declaration or future amendments thereto.

Section 2. “**Annual Assessment**” means the Assessment for the payment of estimated Common Expenses, imposed annually on Owners as set forth in Article VIII.

Section 3. “**Architectural Review Committee**” or “**ARC**” means and refers to the Committee appointed by the Board, pursuant to Article VII. Board members may serve on the ARC and the Board may choose to act as the ARC.

Section 4. “**Articles**” means the Articles of Incorporation of the Association, a copy of which are attached hereto as Exhibit “A” and made a part hereof, as they may be amended from time to time.

Section 5. “**Assessment**” means a share of the funds required for the payment of Common Expenses, including reserves, which from time to time are assessed against an Owner as an Annual Assessment or Special Assessment.

Section 6. “**Association**” means and refers to Collier’s Reserve Association, Inc., a Florida not-for-profit corporation, which is responsible for the operation of the Development.

Section 7. “**Board**” means the body which is responsible for the administration of the Association’s affairs, elected in accord with Article III and the Bylaws.

Section 8. “**Bylaws**” means the Bylaws of the Association, a copy of which are attached hereto as Exhibit “B” and made a part hereof, as they may be amended from time to time.

Section 9. “**CDC**” means CDC Land Investments, Inc., a Florida corporation, formerly known as Collier County Development Corporation.

Section 10. “**Charge**” means any legal or equitable indebtedness or monetary obligation of an Owner to the Association, or other sums owed to or due to the Association from an Owner, or any cost or expense incurred by the Association on behalf of or because of an Owner, other than Assessments for Common Expenses, which the Owner is obligated to pay to the Association. Said obligations may arise by oral or written contract, by law or in equity, or under the Governing Documents.

Section 11. “**Committee**” means a group of Board members and/or Owners and/or other Persons appointed by the Board to make reports or recommendations to the Board, to take

Second Amended and Restated Declaration of Protective Covenants

Page 3 of 45

action on behalf of the Board, or to take such actions as the resolution creating the Committee, or the Board, may dictate.

Section 12. “Common Areas” means all real property including any improvements and fixtures thereon, owned, leased by, or the use of which has been granted or dedicated to, the Association for the common use and enjoyment of its Members. The lands which have been deeded to the Association are described in Exhibit “C-1” hereto.

Section 13. “Common Expenses” means the expenses incurred by the Association in the course of performing its duties under the Governing Documents and the law. Common Expenses include the costs of operating the Association; costs related to the Surface Water Management System to the extent required; the costs of administration, maintenance, operation, repair and replacement of the Common Areas which are the responsibility of the Association; other expenses declared by the Governing Documents to be Common Expenses, and any other valid expenses or debts of the Association which are assessed against the Owners, including, but not limited to, the provision of access control services and personnel affiliated with same. The expenses of Communications Services are specifically considered a Common Expense, if so designated by the Board. Common Expenses also include maintenance of property outside of the Community and participating in governmental proceedings or otherwise contesting the development or use of property outside the Community, where the Board determines such action to be in the best interest of the Development or the Owners.

Section 14. “Communications Services” means those services described in Section 202.11, Florida Statutes (2019), and for the purpose of this Declaration, shall be deemed to include, but not be limited to, bulk video, voice, or internet services.

Section 15. “Community” or “Development” means the real property that is subject to the Declaration, both Parcels and Common Areas, as well as the Golf Course Property, collectively known as “Collier’s Reserve,” as described in Exhibit “C” to this Declaration.

Section 16. “Conservation Areas” means and refers to such now existing or hereafter-created areas within the Development which are expressly dedicated as a Buffer Conservation Easement (“B.C.E.”), Mitigation Area (tracts designated by the prefix “M”), Zone of Special Preservation (“S.P.Z.”), an Upland Conservation Easement (“U.C.E.”) or a Wetland Conservation Easement (“W.C.E.”), by the Plat, or any replat of the Plat, or by Developer’s separate dedication of any portion of the Development.

Section 17. “Country Club” means and refers to Collier’s Reserve Country Club, Inc., a Florida corporation not for profit.

Section 18. “Covenants” means and refers to the covenants, restrictions, conditions, prohibitions, easements, requirements, charges, and liens set forth in the Governing Documents.

Section 19. CRA Road shall be those portions of the Common Areas used for vehicular ingress and egress and as reflection in the Subdivision Master Plan and described in Article IV, Section 1(d).

Section 20. "Declaration" means this Declaration of Protective Covenants, as the same may be amended from time to time.

Section 21. "Design Review Guidelines" or "Guidelines" means standards and specifications promulgated by the Board relative to the external appearance of any Lot, Home or other Improvement or other regulated item located on a Parcel, including, but not limited to, the location, size, type, or appearance. Any Guidelines adopted by the Board shall be considered the legal equivalent of Rules and Regulations.

Section 22. "Developer" means and refers to Collier's Reserve, Ltd., a Florida limited partnership, successor in interest to CDC pursuant to that certain Assignment to Successor Developer recorded in O.R. Book 1781, Page 215 *et seq.*, of the Public Records of Collier County, Florida, together with its successors and assigns.

Section 23. "Development Regulations" shall have the meaning set forth Section C of the Statement of Background Information.

Section 24. "Family" or "Single Family" means either:

(a) One natural Person, his spouse, if any, and their children, grandchildren, or parents.

(b) Not more than two natural Persons not meeting the requirement of Section (a) above, who do and plan to indefinitely and continuously reside as a single financially and socially interdependent housekeeping and family unit, including their children, grandchildren, or parents.

The reference to "natural" herein is intended to distinguish between an individual and a corporation or other artificial entity. "Family member" is a Person who resides in a Home as part of the Owner's or Tenant's Family, but is not a title holder.

Section 25. "Fractional Ownership" or "Parcel Sharing" means any written or verbal arrangement whereby multiple individuals, families, artificial entities, or other combinations seek to acquire title to, lease, or otherwise possess, a Parcel with the intention of allocating use rights among one another, regarding the sharing of use or possession of a Parcel.

Section 26. "Golf Course Property" means and refers to those portions of the Development described on Exhibit "D" attached hereto, upon which there may be situated, among other things, an 18-hole golf course, a clubhouse facility and other related recreational or club facilities. The lands which have been deeded to the County Club are described in Exhibit "D-1" hereto.

Section 27. “Golf Course Property Owner” means and refers to the record titleholder, whether one or more persons or legal entities, of the fee simple title to the Golf Course Property. The term “Golf Course Property Owner” shall not mean or refer to any mortgagee of the Golf Course Property, or any person or entity which holds title to the Golf Course Property as collateral for the performance of an obligation, unless and until such mortgagee or collateral title holder has acquired title to the Golf Course Property pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 28. “Governing Documents” means and includes this Declaration, the Articles, the Bylaws, the Rules and Regulations, the Guidelines, and all recorded exhibits to the Declaration, as amended from time to time.

Section 29. “Guest” means any Person who is not the Owner or a Tenant of a Parcel or a Family member of the Owner or Tenant, who is physically present in, or occupies a Parcel on a temporary basis at the invitation of the Owner or Tenant, without the payment or existence of consideration.

Section 30. “Home” means any Structure located on a Lot (or where applicable on one and a half lot or two Lots), including the Single-Family dwelling unit intended for use as a residence by one Family, and all appurtenances thereto enclosed by screening or otherwise, including attached garages.

Section 31. “Improvement” means any component built on, added to, or constructed on a Parcel, whether or not permanently affixed to the land, including, but not limited to, swimming pools, spas, garages, fences, and recreational equipment or apparatus.

Section 32. “Invitee” or “Licensee” means a Person or Persons expressly or impliedly allowed entry into the Community for the purpose of conducting business with or providing services to a Parcel or a Parcel’s Occupant, or otherwise entering the Community on a temporary basis at the expressed or implied consent of the Owner or Occupant, including, but not limited to, contractors, workmen, delivery persons, domestic assistants and health care assistants.

Section 33. “Lease” when used in the context of the renting of Parcels, means the grant by an Owner of a right of use of the Owner’s Parcel for consideration. Leasing shall be construed to include any licensing or other arrangement with a third party where Persons other than the Owner are permitted to reside in, use, or occupy the Parcel for the payment of consideration to any party.

Section 34. “Lien for Charges” means a lien, which is recorded to secure a Charge.

Section 35. “Lot” means the platted portions of land, as shown on the Plat, as numbered Lots. There are two hundred twenty-eight (228) Lots in the Development. Six Homes are located on one and a half Lots. One Home is located on two Lots.

Section 36. “Material Alteration or Substantial Addition” means to palpably or perceptively vary or change the use, form, shape, elements or specifications of a portion of the Common Areas from its original design or plan, or existing condition, in such a manner as to appreciably affect or influence its function, use or appearance.

Section 37. “Member” means and refers to those Persons who are entitled to membership in the Association as provided in the Articles and Bylaws.

Section 38. “Occupant” means the Person(s) occupying a Parcel as a Resident or Guest.

Section 39. “Occupy” when used in connection with a Parcel, means the act of staying in the Home for two or more consecutive days, including an overnight stay of at least one night.

Section 40. “Officer” means any executive Officers or Assistant Officers (if any) appointed by the Board as provided in the Bylaws.

Section 41. “Order” means Resolution No. 91-207 adopting Development Order 91-3, approved by the Board of County Commissioners of Collier County, Florida.

Section 42. “Ordinance” means Zoning Ordinance No. 91-21, approved by the Board of County Commissioners of Collier County, Florida.

Section 43. “Owner” means the Owner of a Parcel and the Golf Course Property Owner. Unless the context provides otherwise, the use of the term “Parcel Owner” shall be construed only to apply to Parcels in the Residential Property, the term “Golf Course Property Owner” shall be construed to only apply to the Golf Course Property, and the term “Owner” shall apply both to Parcel Owners and the Golf Course Property Owner.

Section 44. “Parcel Owner” means the record Owner of legal title to a Parcel.

(a) The term “Parcel Owner” does not mean or refer to any mortgagee of Parcel, or any person or entity which holds title to a Parcel as a collateral for the performance of an obligation, unless and until such mortgagee or collateral title holder has acquired title to such Parcel pursuant to foreclosure or any proceeding in lieu of foreclosure; and

(b) It shall not be deemed a transfer of an interest under this Declaration, nor shall a Certificate of Compliance be required, incident to: (i) a surviving spouse of Parcel Owner obtaining title to the Parcel by operation of law; (ii) a former spouse of a Parcel Owner obtaining title to the Parcel by operation of a final decree or judgment of divorce; or (iii) Family member(s) of a Parcel Owner obtaining title to the Parcel directly or as beneficiaries by means of a bona fide family planning device.

Section 45. “Parcel” means the Lot, the Home and all Improvements thereon, and all appurtenances thereto. There are 228 Lots in the Community; although only 224 Homes are built

Second Amended and Restated Declaration of Protective Covenants

Page 7 of 45

on same. Homes built on one and a half Lots shall be considered one and a half Parcels for voting, Assessments, and other purposes of the Governing Documents. Homes built on two Lots shall be considered two Parcels for voting, Assessments and other purposes of the Governing Documents.

Section 46. “Person” means any individual, entity, or representative of an entity, including Owners, Family members, Tenants, Guests, and Invitees. Whenever the word “Person” is used to require or prohibit certain conduct, it is the intention that the Owner of the Parcel or other property with which such Person is affiliated shall be responsible for ensuring such Person’s compliance with the Governing Documents.

Section 47. “Plat” means the Plat recorded at Plat Book 20, Page 59 *et seq.*, of the Public Records of Collier County, Florida.

Section 48. “Policies and Procedures” means the policies of the Board adopted in writing from time to time, including those documented in minutes of the Board or correspondence issued under the authority of the Board. Policies and Procedures which prescribe or proscribe conduct or regulate the use of Parcels or Common Areas are intended as and shall be considered to be part of the Rules and Regulations, and thus part of the Governing Documents.

Section 49. “Resident” means any Person who is occupying a Parcel for thirty days, whether or not consecutive, in any calendar year and shall include, as applicable, Owners, Tenants and their respective Family members who reside in the Home.

Section 50. “Residential Property” means the Development, less only the Golf Course Property.

Section 51. “Rules and Regulations” means those rules and regulations promulgated by the Board, concerning the transfer, use, appearance, maintenance, and occupancy of the Parcels and Common Areas, and the administration and operation of the Association, subject to any limitations contained in this Declaration. The Guidelines and Policies and Procedures which prescribe or proscribe conduct or regulate the use of Parcels or Common Areas shall be considered part of the Rules and Regulations, and thus part of the Governing Documents.

Section 52. “Shared Cost and Maintenance Agreement” means and refers to any agreement or agreements entered into between the Association and the owner or agent of any Outside Lands (as defined in Article IV, Section 2) for the sharing of costs, including, but not limited to, costs incurred for irrigation, landscape maintenance and maintenance of a surface water management system.

Section 53. “Special Assessment” means an Assessment levied by the Board for Common Expenses not funded by the Annual Assessment.

Section 54. “Structure” means any Improvement or building in the Development which is affixed to the land and is of a nature that it would normally be intended to remain permanently affixed to the land.

Section 55. “Subdivision Master Plan” means that certain Subdivision Master Plan for the Development approved by the Board of County Commissioners of Collier County, Florida on the 26th day of February 1991, by Resolution 91-208, as the same may be duly amended from time to time.

Section 56. “Surface Water Management System” means the portions of the Community which comprise the water management system including, but not limited to, berms, detention/retention areas, swales, culverts, weirs, outfall structures and any other water control device or conveyance providing water quality treatment and stormwater attenuation as well as any conservation areas that are or may be required as a result of any modifications to the Surface Water Management System. The Surface Water Management System shall be operated and maintained by the Association, unless delegated to another party. Additionally, if wetland mitigation or monitoring is required, the Association shall be responsible for successfully carrying out this obligation, including meeting all conditions associated with wetland mitigation, maintenance and monitoring, unless delegated to another party.

Section 57. “Tenant” or “Lessee” means a Person occupying a Parcel, other than the Owner where said occupancy by the non-Owner involves consideration, including, but not limited to, the payment of money; the exchange of goods or services; the provision of direct or indirect economic benefit, including tax benefits; or the furtherance of business interests, including, but not limited to, use of a Parcel as an employee or customer reward or incentive, or as a prize for a charity auction or similar use. The term “Tenant” shall be used interchangeably with “Lessee.”

Section 58. “Voting Interests” means the voting rights allocated to the Owners as set forth in Article 2.2 of the Bylaws.

Section 59. “Work” means any grading, staking, clearing, excavation, site work, planting or removal or addition of plants, trees, shrubs or other landscaping materials, or construction, installation, material modification, painting, or betterment of any building or Structures or the addition of any Structure or other Improvement visible from the outside of a Parcel.

ARTICLE II SCOPE AND APPLICATION OF THE DECLARATION

Section 1. Property Subject to the Declaration. In order to provide for and protect the private nature and high quality of the Development, all of the property in the Development described in Exhibit “C” attached hereto and incorporated herein by reference is, and shall be, encumbered and imposed with, held, transferred, sold, conveyed and occupied subject to this Declaration. All Owners, by acceptance of their deeds, or otherwise acquiring title, to their Parcels

Second Amended and Restated Declaration of Protective Covenants
Page 9 of 45

LAW OFFICES
BECKER & POLIAKOFF, P.A.
NORTHERN TRUST BUILDING • 4001 TAMiami TRAIL N. SUITE 270 • NAPLES, FL 34103
TELEPHONE (239) 552-3200

or the Golf Course Property, have thereby consented to the Declaration, the Governing Documents, and the Development Regulations, and agreed to abide by and comply with each and every term and condition thereof, and each and every program which may be promulgated or adopted by the Association in implementing or complying with the Declaration, the Governing Documents, and the Development Regulations.

Section 2. Amendments to Governmental Land Use Regulations. The Association hereby reserves the right to amend at any time, and from time to time, the Development Regulations or the Plat without the approval, consent and joinder of any Owner, or any lienholder, provided that such amendments do not have a material and adverse impact upon Parcels. In the event any governmental body having jurisdiction over the Development requires the approval, consent and/or joinder of any Owner or lienholder to such amendment, then Association is hereby appointed as the agent for such Owners for the purpose of signing such documents as may be required by such governmental body in connection therewith, and/or such, party shall be required to sign the approvals, consents, and joinders necessary to carry out the amendments permitted hereunder. In connection with any amendments under this Section, the Association shall have the absolute authority to alter, realign, or convey a portion of Tracts 0-1 through 0-6, inclusive, or the Conservation Areas, provided that the rights of Owners are not materially and adversely affected by such alteration, realignment or conveyance.

Section 3. Conservation Areas. The Conservation Areas not within the Lot lines of a Parcel are for the use and benefit of all Owners. Conservation Areas located within the Lot lines of a Parcel are for the exclusive use of the Owner of such Parcel.

Unless properly assigned to another entity, maintenance of all Conservation Areas shall be the perpetual responsibility of the Association. The Conservation Areas may not be altered in any way by an Owner without the prior approval of all governmental agencies having jurisdiction over alterations to the Conservation Areas and the prior approval of the ARC. 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; with the exception of exotic vegetation removal, excavation, dredging, or removal of soil material; diking or fencing; and other activities detrimental to the control of drainage, flood control, water conservation, erosion control, or fish and wildlife habitat conservation or preservation. The Association hereby indemnifies and agrees to hold the Owners harmless against any loss or claim of loss by virtue of the Association's failure to maintain the Conservation Areas in accordance with the Development Regulations, save and excepting losses or claim of losses arising by the violation of the Development Regulations by a party to be indemnified hereunder.

The provisions of this paragraph are enforceable by the South Florida Water Management District, the Florida Department of Environmental Regulation, Collier County, the Association and any other entity which may be assigned by one or more of the foregoing parties.

ARTICLE III COLLIER'S RESERVE ASSOCIATION

Second Amended and Restated Declaration of Protective Covenants
Page 10 of 45

LAW OFFICES
BECKER & POLIAKOFF, P.A.
NORTHERN TRUST BUILDING • 4001 TAMiami TRAIL N. SUITE 270 • NAPLES, FL 34103
TELEPHONE (239) 552-3200

Section 1. Governance of Affairs. The Association is a corporation not for profit incorporated under the laws of the State of Florida, and charged with the duties and empowered with the rights set forth herein. The affairs of the Association shall be conducted in accord with and governed by the Governing Documents.

Section 2. Membership. Each Parcel Owner shall automatically be a Member of the Association. Said membership is appurtenant to the ownership of each Parcel and shall not be separable from the ownership of the Parcel and shall be deemed to have been conveyed with any voluntary or involuntary conveyance of the Parcel, whether or not such membership is expressly referred to in the instrument effecting such conveyance. The Golf Course Property Owner shall automatically be a Member of the Association. Said membership is appurtenant to the ownership of the Golf Course Property and shall not be separable from the ownership of the Golf Course Property and shall be deemed to have been conveyed with any voluntary or involuntary conveyance of all of the Golf Course Property, whether or not such membership is expressly referred to in the instrument effecting such conveyance. Notwithstanding the foregoing, in the event of any voluntary or involuntary conveyance of less than all of the Golf Course Property, the rights and obligations of the Golf Course Property Owner established by the Governing Documents may be allocated among the grantor and grantee in any reasonable fashion that such grantor and grantee may determine, and upon receipt by the Association of written notice of such allocation, the Association shall be bound by such allocation for all purposes of the Governing Documents.

Section 3. Voting.

(a) Voting. Voting by Members with respect to the affairs of the Association shall be as set forth in the Bylaws. Each Parcel Owner Member shall be entitled to one vote for each Parcel. There are 228 Lots although only 224 Homes are built on same. Homes built on one and a half Lots shall be considered one and a half Parcels for voting, Assessments, and other purposes of the Governing Documents. Homes built on two Lots shall be considered two Parcels for voting, Assessments and other purposes of the Governing Documents. The Golf Course Property Owner shall be entitled to twenty-three votes. Votes shall be cast and counted as provided in the Bylaws.

(b) No Cumulative Voting. There are 251 Voting Interests. There shall be no cumulative voting on any vote by the Members of the Association.

Section 4. Suspension of Membership Rights. A Member who is delinquent in paying any Assessment, Charge, fee, fine or other monetary obligation due to the Association may have his or her voting rights suspended by the Board until full payment of all obligations owed to the Association have been paid, as provided in the Act. Any and all suspended Voting Interests shall be treated as specified in the Bylaws. The Association may also suspend automatic entry rights and require use of the manned gate when an Owner is delinquent in such sums due the Association and Common Area suspension rights are permissible under the Act.

Section 5. Board of Directors. The Association shall be governed by the Board as provided for in the Articles and Bylaws. The Members shall elect the members of the Board in accordance with the terms and conditions of the Bylaws.

ARTICLE IV DUTIES AND POWERS OF THE ASSOCIATION

Section 1. Duties and Powers of the Association. The Association shall have the perpetual duty and obligation and the sole and exclusive power and right (provided that the Association may delegate any or all of said duties and powers to a management firm or other agents or entities) to perform at its cost and expense each and all of the following:

(a) Conservation Areas. To assure maintenance of the Conservation Areas in accordance with the Development Regulations, such maintenance to be consistent with standards set by the Association and applicable portions of the Development Regulations. If Golf Course Property Owner at any time requests, the Association shall, unconditionally and for a nominal consideration of Ten Dollars (\$10.00), accept a deed to and hold title to any one or more of the Conservation Areas.

(b) Entrance Areas and Open Areas. To operate, maintain, repair, and replace any now-existing or hereafter-created entranceway feature located on or within Tract 0-1, as designated on Plat, and all associated landscaping and related facilities such as guardhouses, gates, irrigation systems, signs, lighting, berms, decorative or screening walls and fences, fountains and pumps.

(c) Perimeter Fences and Walls. To maintain, repair, and replace all fences, walls and gates which may be situated at or near the perimeter of the Development, as well as any berms or landscape treatments related thereto.

(d) Roads and Bridges. To hold title to CRA Roads (which term includes any street, highway or other thoroughfare constructed at any time on the Development, whether the same is denominated as a street, avenue, boulevard, drive, place, court, road, terrace, way, circle, lane, or walk, including any curbs, gutters or sidewalks within the right of way of any such street, highway or thoroughfare), which Developer dedicated to the Association, as well as any bridges, culverts or other crossings within the rights-of-way of such roads, and to maintain, repair, and replace all such CRA Roads, including all bridges, culverts and other crossings, and any signs and devices for the control of traffic within the rights of way of such CRA Roads. The CRA Roads shall not include any golf cart paths or bridges located upon the Golf Course Property.

(e) Median Strips and Trees of CRA Roads. To maintain good and attractive condition all parts of any median strip now or hereafter within the right-of-way of any portion of any of the CRA Roads. The Association shall trim the oak trees which line the CRA Roads.

(f) CRA Road Lighting. With respect to all parts (including, but not limited to, poles, standards, fixtures, transformed, wires, bulbs and cables) of any street lighting system installed in

the median strips or rights-of-way of any portion of the CRA Roads, or any easement created for such purpose, to maintain the same in good order and condition, to make all replacements and renewals necessary to so maintain the same, and to operate and to pay all costs of operating the same, including, but not limited to, costs of electricity.

(g) Control of Limited Access. To provide a means of enforcing limited access to the Development, the Association may from time to time determine it desirable, to maintain guards at entranceways to the Development and to use roving patrols within the Development.

(h) Notices and Disclaimer as to Security. The Association may, but shall in no manner be obligated to, maintain or support certain activities within the Development designed to enhance the means of enforcing limited access to the Development. THE ASSOCIATION, ITS AFFILIATES AND SUCCESSORS, OFFICERS, DIRECTORS, PARTNERS, COMMITTEE MEMBERS, SHAREHOLDERS, EMPLOYEES, OR AGENTS, SHALL NOT IN ANY MANNER BE DEEMED TO BE INSURERS OR GUARANTORS OF SECURITY WITHIN THE DEVELOPMENT. THE ASSOCIATION, ITS AFFILIATES AND SUCCESSORS, OFFICERS, DIRECTORS, PARTNERS, COMMITTEE MEMBERS, SHAREHOLDERS, EMPLOYEES, OR AGENTS, SHALL NOT BE HELD LIABLE FOR ANY LOSS, DAMAGE OR INJURY TO PERSONS OR PROPERTY BY REASON OF PROVIDING OR ATTEMPTING TO PROVIDE SECURITY WITHIN THE DEVELOPMENT, THE FAILURE TO PROVIDE SECURITY OR THE INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, IF ANY.

ALL OWNERS, ON BEHALF OF THEMSELVES AND THEIR FAMILY MEMBERS, TENANTS, GUESTS, AND INVITEES, ACKNOWLEDGE AND AGREE THAT THE ASSOCIATION, ITS AFFILIATES AND SUCCESSORS, OFFICERS, DIRECTORS, PARTNERS, COMMITTEE MEMBERS, SHAREHOLDERS, EMPLOYEES, OR AGENTS, DO NOT IN ANY MANNER REPRESENT OR WARRANT, EXPRESSLY OR IMPLIEDLY, THAT ANY CONTROLLED ACCESS GATE, FIRE PROTECTION SYSTEM, ALARM SYSTEM OR ANY OTHER SECURITY SYSTEM DESIGNATED BY, INSTALLED, OR MAINTAINED ACCORDING TO GUIDELINES ESTABLISHED BY THE ASSOCIATION OR THE ARC, CANNOT BE COMPROMISED OR CIRCUMVENTED, OR THAT ANY FIRE PROTECTION SYSTEM WILL PREVENT LOSS BY FIRE, SMOKE, ROBBERY, BURGLARY, THEFT, HOLDUP, OR OTHERWISE, OR THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM, CONTROLLED ACCESS GATE OR OTHER SECURITY SYSTEM WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH THE SYSTEM IS DESIGNATED OR INTENDED.

ALL OWNERS, ON BEHALF OF THEMSELVES, AND THEIR FAMILY MEMBERS, TENANTS, GUESTS, AND INVITEES, ACKNOWLEDGE AND AGREE THAT THE ASSOCIATION, ITS AFFILIATES AND SUCCESSORS, OFFICERS, DIRECTORS, PARTNERS, COMMITTEE MEMBERS, SHAREHOLDERS, EMPLOYEES, OR AGENTS, ARE NOT INSURERS AND THAT EACH OWNER, ON BEHALF OF HIMSELF, HIS FAMILY MEMBERS, TENANTS, GUESTS, AND INVITEES, ASSUMES ALL RISKS FOR

Second Amended and Restated Declaration of Protective Covenants

Page 13 of 45

LOSS, DAMAGES OR INJURY TO PERSON OR PROPERTY, AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS AFFILIATES AND SUCCESSORS, OFFICERS, DIRECTORS, PARTNERS, COMMITTEE MEMBERS, SHAREHOLDERS, EMPLOYEES, OR AGENTS, HAVE NOT MADE ANY REPRESENTATION OR WARRANTIES IN REGARD THERETO, AND EACH OWNER, ON BEHALF OF HIMSELF AND HIS FAMILY MEMBERS, TENANTS, GUESTS, AND INVITEES, ACKNOWLEDGES THAT HE HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE PROTECTION SYSTEM, SECURITY SYSTEM, CONTROLLED ACCESS GATE, OR OTHER SIMILAR SYSTEMS OR MEASURES UNDERTAKEN WITHIN THE DEVELOPMENT.

(i) Surface Water Management System. With respect to all lakes, ponds, canals, piping, culverts, drains, drainage outfalls, easements, and other facilities now or hereafter situated upon any portion of the Development which are intended for the collection, retention, detention, transmittal, or disposal of surface water (other than gutters, downspouts, and other facilities attached to buildings and internal Parcel surface water management, all of which shall be the maintenance responsibility of each individual Parcel Owner), to maintain the same in clean and sanitary condition and in good order and repair and to make all replacements and renewals necessary to so maintain the same, all in accordance with the terms of this Declaration, the Governing Documents, the Development Regulations, and all other applicable laws, ordinances, and regulations. Neither the Association, nor any of its Officers, directors, Committee members, employees, management agents, contractors, or subcontractors shall be liable or responsible for maintaining or assuring the water quality or level in any lake, pond, canal, creek, stream, or other water body or drainage easement within the Development, except (a) as such responsibility may be specifically imposed by or contracted with an applicable governmental or quasi-governmental agency or authority, or (b) to the extent that other expressly applicable sections of this Declaration would otherwise apply, if at all. Provided, however, the Association reserves the right to delegate the maintenance of all or a portion of the Development's surface water management system to the Golf Course Property Owner.

ALL OWNERS, ON BEHALF OF THEMSELVES AND THEIR FAMILY MEMBERS, TENANTS, GUESTS, AND INVITEES, AND ALL OTHER USERS OF ANY PORTION OF THE DEVELOPMENT LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THEIR DEED OR THEIR USE OF ANY PORTION OF THE DEVELOPMENT, TO HAVE AGREED TO HOLD HARMLESS THE ASSOCIATION, THEIR AFFILIATES AND SUCCESSORS, AND ALL OF THEIR OFFICERS, DIRECTORS, PARTNERS, COMMITTEE MEMBERS, SHAREHOLDERS, EMPLOYEES, OR AGENTS, FROM ANY AND ALL CHANGES IN THE QUALITY OR LEVEL OF THE WATER IN SUCH WATER BODIES OR THE CONTOUR OF THE BANKS SURROUNDING ALL SUCH WATER BODIES.

EACH OWNER, ON BEHALF OF HIMSELF AND HIS FAMILY MEMBERS, TENANTS, GUESTS, AND INVITEES, AND ALL OTHER USERS OF ANY PORTION OF THE DEVELOPMENT, HEREBY ACKNOWLEDGE THAT CERTAIN LAKES, PONDS, CANALS, PIPING, CULVERTS, DRAINS, EASEMENTS AND OTHER FACILITIES NOW OR HEREAFTER SITUATED UPON THE DEVELOPMENT ARE INTENDED FOR THE COLLECTION, RETENTION, AND TRANSMITTAL OF EFFLUENT PURSUANT TO AN AGREEMENT, AS AMENDED FROM TIME TO TIME, WITH THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, AS THE EX-OFFICIO GOVERNING BOARD OF THE COLLIER COUNTY WATER SEWER DISTRICT FOR DELIVERY AND USE OF TREATED WASTE WATER EFFLUENT FOR IRRIGATION, AND EACH SUCH INDIVIDUAL OR ENTITY HEREBY RELEASES AND AGREES TO HOLD DEVELOPER AND THE ASSOCIATION, THEIR AFFILIATES AND SUCCESSORS, AND ALL OF THEIR OFFICERS, DIRECTORS, PARTNERS, COMMITTEE MEMBERS, SHAREHOLDERS, EMPLOYEES AND AGENTS, HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS ARISING BY, THROUGH OR UNDER THEIR ACCEPTANCE, DISTRIBUTION AND USE OF EFFLUENT PURSUANT TO SUCH AGREEMENT.

(j) Common Areas. To maintain all other Common Areas not otherwise specifically identified in this Section 1 as being the maintenance obligation of the Association.

(k) Sidewalks. With respect to all sidewalks situated anywhere within the Development or which are shown on the Plat or which are required to be constructed pursuant to the Development Regulations, to maintain, repair, and replace the same.

(l) Assessments. To fix, establish and collect Annual Assessments, Special Assessments, and Charges as provided in Article VIII hereof.

(m) Signs. To install, maintain, repair, replace and, if deemed necessary by the Board or required by applicable law, to illuminate signs intended for the benefit of the Development and located on any portion of the Residential Property.

(n) Policies and Procedures. To establish, promulgate, amend, repeal and enforce reasonable Rules and Regulations governing the use and operation of the Development (other than the use and operation of the Golf Course Property), all Common Areas, including CRA Roads, and all waterways within the Development.

(o) Directors and Officers Insurance. To secure and maintain, if available at reasonable cost, policies of directors and officers liability insurance, insuring the Board and Officers and the members of the ARC against personal liability arising in connection with the performance or non-performance of their official duties.

(p) Liability Insurance. To secure and maintain policies of insurance against claims for personal injury (including death) or property damage arising out of the Association's performance or non-performance of its duties as established by this Declaration, which policies

Second Amended and Restated Declaration of Protective Covenants

Page 15 of 45

shall name the Association and its Officers, directors, Committee members, if such coverage can be reasonably obtained and may include, employees and agents as insureds.

(q) Hazard Insurance. To secure, and maintain, to the extent available at reasonable cost, policies of insurance insuring against damage to or destruction of all property which the Association is required to maintain or replace pursuant to this Declaration, which policies shall be in such reasonable amounts as the Board shall from time to time determine, and which policies shall name the Association as insured.

(r) Enforcement of Covenants. To take and carry out such action as the Board may deem necessary to enforce all of the Covenants, set forth in the Governing Documents, including, as necessary, the commencement and maintenance of actions and suits to restrain and enjoin, any breach or threatened breach of said Covenants.

(s) Duties Specified Elsewhere in the Governing Documents. To perform all duties and obligations assigned to the Association elsewhere in the Governing Documents.

(t) Supplementary Duties. To perform any other act necessary or proper to carry out any of the foregoing duties and obligations.

(u) Additional Duties. To perform any other act not authorized by Article IV, Section 1(a) through 1(t) of this Declaration which the Board may deem necessary or proper to advance the best interests of the Development and the Owners.

(v) Material Alteration or Addition to Common Areas. There shall be no Material Alterations or Additions to the Common Areas by the Association, except as authorized by the Board. Provided, however, that if any such Material Alteration or Addition requires or obligates the expenditure of Association funds of more than twenty percent (20%) of the Association's budget for the fiscal year in which the work is authorized, including reserves, the Board shall obtain approval of at least a majority of Voting Interests present (in person or by proxy) and voting at an Association meeting at which a quorum has been attained, or by written agreement of at least a majority of the entire Voting Interests. Necessary maintenance of the Common Areas, regardless of the level of expenditure, is the responsibility of the Board.

(w) Acquisition or Transfer of Real Property. The Association has the power and authority to acquire real property and transfer real property owned by the Association or otherwise convey real property with the approval of at least a majority of the Voting Interests present (in person or by proxy) and voting at an Association meeting at which a quorum has been attained. No Owner approval is required to acquire, purchase, or mortgage a Parcel foreclosure of a lien or deed in lieu of foreclosure, nor to dispose of such Parcel. No Owner approval is required for the acquisition or disposition of real property necessary, as determined by the Board, to address legal description or survey errors, or boundary or ownership disputes or uncertainties. Leasing of Common Areas may be approved by the Board, as well as the lease fees, use fees, and other fees.

The Board has the authority to acquire personal property and to dispose of same, without need for membership approval.

Section 2. Outside Lands. The Association has the power and authority to maintain, repair, replace and improve lands that are not a part of the Development (“Outside Lands”), or to enter into an agreement or agreements for the sharing of responsibility or expense in the maintenance, repair, replacement or improvement of Outside Lands, provided that the Board determines such agreements to be a benefit to the Development or required by governmental law or regulation.

Section 3. Services. The Association has the power and authority to enter into an agreement or agreements with an appropriate political body or utility company for the installation and/or maintenance, repair, or replacement of street lights, road maintenance, water management, and similar facilities within the Development, or to assign all or any portion of such rights and obligations to a special taxing district established for such purpose or purposes.

ARTICLE V OBLIGATIONS OF PARTIES OTHER THAN THE ASSOCIATION

Section 1. Obligations of Golf Course Property Owner. The Association hereby delegates the following maintenance obligations to the Golf Course Property Owner, for so long as such maintenance obligations are properly performed and fulfilled, and the Golf Course Property Owner, hereby accepts such function on behalf of the Association at the Golf Course Property Owner’s sole cost and expense, except as may be otherwise specifically provided in this Declaration or by separate agreement between the Association and the Golf Course Property Owner.

(a) Cart Paths. The Golf Course Property Owner shall maintain, repair, and replace, at Golf Course Property Owner’s sole cost and expense, all cart paths within the Development.

(b) Surface Water Management System. With respect to all ponds, canals, piping, culverts, drains, drainage outfalls, easements, and other facilities now or hereafter situated upon any portion of the Development which are intended for the collection, retention, detention, transmittal, or disposal of surface water (other than gutters, downspouts, and other facilities attached to buildings and internal Parcel surface water management, all of which shall be the maintenance responsibility of each individual Parcel Owner), to maintain the same in clean and sanitary condition and in good order and repair and to make all replacements and renewals necessary to so maintain the same, all in accordance with the terms of this Declaration, the Development Regulations and all other applicable laws, ordinances and regulations. The Golf Course Property Owner shall have the right to utilize the Drainage Easements, Maintenance Easements, and Access Easements shown on and dedicated to the Association by the Plat or shown on the drainage and grading plans approved by the South Florida Water Management District (“SFWMD”) in carrying out the maintenance responsibilities delegated hereunder. A portion of the cost of such maintenance, exclusive of annual maintenance costs for maintaining water quality,

mowing and regular erosion control, shall be reimbursed to the Golf Course Property Owner through the Association pursuant to a Shared Cost and Maintenance Agreement relative to such maintenance expenses.

Section 2. Parcel Conservation Areas. Parcel Owners shall, at their own expense, maintain any portion of the Conservation Areas within the Lot lines of their Parcel.

Section 3. Non-Paved Portions of Rights-of-Way of CRA Roads. With respect to the non-paved portions (exclusive of median strips) of the rights-of-way of the CRA Roads, the Owners of the abutting portion of the Development shall be perpetually responsible, at such Owner's sole cost and expense, to maintain the same in good and attractive condition and in accordance with any plans approved by the ARC except for trimming of trees within said rights-of-way, which tree trimming shall be the responsibility of the Association as a Common Expense.

ARTICLE VI PROTECTIVE COVENANTS

Section 1. Maintenance.

Unless the context of a provision in the Governing Documents dictates otherwise, maintenance includes regular periodic cleaning, mowing or clearing; heavy cleaning or painting where necessary; routine, ongoing or preventative maintenance; and when necessary repair or replacement. Whenever the Declaration or Governing Documents impose responsibility for maintenance of any part of the Development on an Owner, the Board shall have the authority to establish reasonable standards for such maintenance.

Each of the Association and the Golf Course Property Owner has responsibility for maintenance of certain portions of the Development. In performing such maintenance, the Association and the Golf Course Property Owner shall adhere to the standards set forth herein and in the Development Regulations.

(a) Maintenance of Grounds. All portions of the Development, including all Parcels, shall be maintained in a neat, well-kept and clean condition. No unsightly condition of any kind or type shall be permitted to exist on any Parcel or the Golf Course Property. All grassed, landscaped or planted areas of the Development shall be mowed, trimmed and edged to preserve a well-groomed appearance. No rubbish, refuse, garbage, or plant or tree trimmings shall be allowed to accumulate, and no condition that creates or presents a fire hazard shall be allowed to exist on any portion of the Development.

If an Owner fails to maintain his portion of the Development as required herein, and such failure continues for ten days after reasonable notice thereof from the Association, the Association or its agents shall have the right (but not the obligation) at any time and from time to time, without any liability to such Owner for trespass or otherwise, to enter onto such Owner's portion of the Development to effect such maintenance or repair as shall be necessary to bring the same into

compliance with the requirements of this Section, and the defaulting Owner shall reimburse the Association for all expenses incurred in connection therewith, together with an administration fee to be fixed by the Board and interest at a rate equal to the lesser of eighteen percent or the maximum lawful rate per annum. Such Charges shall become a Lien for Charges on all those portions of the Development owned by the defaulting Owner which Lien for Charges shall be effective, have priority and be enforced pursuant to Article VIII of this Declaration. The reasonable judgment of the Board shall establish conclusively for purposes of the Declaration whether any such portion of the Development has been maintained in accordance with the requirements of this Section. The remedy provided herein shall be in addition to all other remedies otherwise available to the Association.

(b) Exterior Maintenance. It is the intent and desire of the Association and the Owners that the Development be preserved as a superior, private residential community of the highest quality and harmonious Improvements. If any Owner fails to maintain a Home or other Improvement or any other portion of the Development in a continuously high quality and attractive condition, consistent with the above-stated intent, or otherwise allows the Home or other Improvement to be in a condition that detracts from the aesthetic appearance of the Development, and such failure continues for ten days after written notice thereof from the Board, the Association or its agents shall have the right (but not the obligation) at any time and from time to time, without any liability to such Owner for trespass or otherwise, to enter upon such exterior portion of the Home or other Improvement to effect such maintenance and repair as shall be necessary to bring the same into compliance with the requirements of this Section, and the defaulting Owner shall reimburse the Association for all expenses incurred in connection therewith, together with an administrative fee to be fixed by the Board and interest at a rate equal to the lesser of eighteen percent or the lawful maximum rate per annum. Such Charges shall become a Lien for Charges on portions of the Development owned by the defaulting Owner which Lien for Charges shall be effective, have priority and be enforced pursuant to Article VIII of this Declaration. The reasonable judgment of the Board shall establish conclusively whether any such portion of a Home or other Improvement has been maintained in the high quality and attractive condition required by this Section, and in such a manner so as not to detract from the aesthetic appearance of the Development. The remedy provided herein shall be in addition to all other remedies otherwise available to the Association.

Section 2. Pets.

(a) Prohibition on Certain Types of Pets. No animals, wildlife, livestock, reptiles or poultry of any kind shall be raised, bred or kept on or in any portion of the Development; provided, however, that domestic birds, dogs, cats, and aquarium fish may be kept in a Home.

(b) Control of Pets. All pets shall be restrained and/or kept on a leash under the control of the responsible person at all times when such pet is outside of a Home and within the Development.

(c) Abatement of Annoyances or Dangerous Behavior. If any pet becomes a nuisance or is unduly annoying to another Owner or Resident by barking or otherwise, the Owner on whose property the animal is kept shall cause the problem to be corrected immediately upon request by a complaining Owner. If the problem is not corrected within a reasonable period of time, the complaining Owner may notify the Board and request that the Board take action. If the Board concurs that the problem requires corrective steps, the Board may then direct that the Owner on whose property the animal is kept take such abatement measures as the Board deemed required, including when necessary in the judgment of the Board, removing the pet from his Parcel.

The Board shall have the authority to order the removal of any pet which, in the Board's sole and absolute discretion, is considered a nuisance or exhibits dangerous behavior, and the same shall be done without compensation to the owner of such pet. The Board shall give written notification thereof to the Owner, and the pet shall immediately thereafter be permanently removed by the Owner from the Development. A dog that is not on a leash, or a cat that is not restrained, when outside of a Home shall be deemed a nuisance.

The remedies provided herein shall be in addition to all other remedies otherwise available to the Association.

(d) Responsibility for Pets. Pets shall only be allowed on the portion of the Development owned or leased by the owner of such pet or such areas as are specifically designated by the Association for exercise and relief. The Owner shall be responsible at all times for cleaning up and removing all solid excrement located within the Development after his pet relieves itself and for appropriately disposing of said excrement using the sanitary refuse containers located on the Owner's property. Failure to clean waste material from a pet shall be deemed a nuisance.

Section 3. Ownership, Use, and Occupancy Restrictions.

(a) Fractional Ownership or Parcel Sharing of any Lot or Parcel is prohibited. Each Parcel and all portions of each Parcel and all portions of each Home and related structures shall be used only as a residence for a Single-Family. No trade or business may be conducted in or from any Home, except that a Parcel Owner or Tenant may conduct business activities within the Home so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Home; (ii) the business activity conforms to all governmental requirements; (iii) the business activity does not involve persons coming onto the Parcel who do not reside in the Home or door-to-door solicitation of Owners or Residents; and (iv) the business activity is consistent with the private residential character of the Development and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other Owners or Residents in the Development, as may be determined in the sole judgment of the Board.

(b) The terms "business" and "trade," as used in this Section, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity which involves the provision of goods or services to persons other than the

Second Amended and Restated Declaration of Protective Covenants

Page 20 of 45

provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full time or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. This Section shall not apply to operation of the Association.

Section 4. Requirement to Use Central Sanitary Sewer and Water Systems.

(a) So long as a functioning central sanitary sewer collection system exists for the Development and is available for use, no Parcel Owner shall cause or permit any septic tank or individual sewer system to be installed on any portion of a Parcel.

(b) So long as a functioning central system for the supply of potable water exists for the Development and is available for use, no Parcel Owner shall drill, install or use any well or individual system for the supply of potable or irrigation water on any portion of any Parcel.

Section 5. Lawn Irrigation Systems. Each Parcel Owner shall continuously maintain on the Parcel an underground lawn irrigation system, for the supply of potable water, sufficient to fully and adequately irrigate the entire lawn and landscape located on the Parcel, including the non-paved portions of the rights-of-way of the CRA Roads abutting any portion of the Lot. Such lawn irrigation system shall be kept in good order and repair and shall be used as required to maintain the entire lawn and landscape in a well-kept condition at all times. The times during which the irrigation system may be operated shall be subject to such Rules and Regulations as may be established by the Board or applicable governmental entities. No Parcel Owner shall be permitted to irrigate his Parcel from any private well or any portion of the Development's surface water management system, including any pond or lake.

Section 6. Television and Other Outdoor Antennae. No wires, masts, towers, antennae, aerial, weathervanes, anemometers, or exposed wiring for any purpose or other equipment or structures may be erected, constructed or maintained on the exterior of any Parcel nor in any of the Common Areas except with the prior written consent of the Board and except as follows:

No television, radio, satellite, or other antenna or satellite system may be installed on the Common Areas by any Person other than the Association. Certain television, satellite, or other antenna systems may be erected or installed on Parcels subject to compliance with the following requirements.

(a) **Permitted Antennas.** Permitted antennas include (collectively hereinafter referred to as "antennas"):

- Direct broadcast satellite dishes (DBS) that are less than one meter in diameter.
- Multi-channel, multi-point distribution service devices (MMDS) that are less than one meter in diameter or diagonal measurement. Such devices may be mounted on "masts" to reach the

height needed to establish line of sight contact with the transmitter provided no mast may be higher than twelve feet above the roof line of a Home without prior written approval of the Association.

- Television broadcast antennas for local stations, which may be any reasonable size, which may be secured to a mast located no higher than twelve feet above the roof line. Any mast located higher than twelve feet above the roof line must be approved in writing by the Association.

(b) Location of Antennas. To the extent feasible, all antennas must be placed in locations that are not visible from any CRA Roads and in a location to minimize annoyance or inconvenience to other Residents of the Community if this placement would still permit reception of an acceptable quality signal.

(c) Color and Screening of Antennas. Any antennas shall be painted to blend into the background against which it is mounted so long as the paint will not interfere with an acceptable quality signal. If an antenna is not mounted on a building, it must be made the color of the exterior walls of the Home on that Lot. All antennas shall be screened from view from neighboring properties, and pedestrian and vehicular access areas, with landscaping plants commonly used in or about the Community at a height of at least forty-eight (48) inches. Taller antennas shall be screened to their full height if reasonably practicable and if the screening would not impair the reception of an acceptable quality signal.

(d) Safety Requirements. To safeguard the safety of the Owners, Occupants of the residence in which the antenna is located, neighboring property Owners, and other Owners and members in the Community, it shall be the obligation of the Owner to comply with all applicable local, state and federal safety requirements, including, but not limited to, obtaining a permit for the installation of the antenna, if any, hiring licensed contractors with sufficient expertise and adequate insurance to protect their work, installing the antennas away from power lines and other potentially dangerous areas, installing and using the antenna in accordance with safety recommendations and requirements of the antenna manufacturer, and in accordance with the customs and standards for the antenna industry, including compliance with electrical code requirements to properly ground the antenna, and installation requirements to properly secure the antenna.

(e) Indemnity. An Owner shall indemnify and hold harmless the Association, and all other Owners, for any personal injury or property damage caused by the installation or existence of an antenna on the Owner's property.

Section 7. Bicycles; Storage. Bicycles must be stored so as not to be visible from any CRA Roads, adjacent Parcels, or the Golf Course Property. Bicycles may be ridden only on CRA Roads and paths specifically designated as bicycle paths in accordance with the Rules and Regulations established from time to time by the Association. Bicycles may not be ridden on cart paths.

Section 8. Garbage, Trash and Litter.

Second Amended and Restated Declaration of Protective Covenants

Page 22 of 45

(a) Refuse Containers. No portion of a Parcel shall be used or maintained, even temporarily, as a dumping ground for rubbish, except for dumpsters or similar containers used during construction or remodeling, if and as approved by the ARC, and subject to Rules adopted by the Board. Trash, garbage and other waste shall be kept in sanitary refuse containers which shall be placed in an enclosed area so they are not visible from any CRA Roads, adjacent Parcels, or the Golf Course Property, except that trash may be temporarily left in sealed containers at street side for collection in accordance with the Rules and Regulations.

(b) Prohibitions. Except as provided in Section 8(a) above or as the Board of Directors of the Country Club may reasonably determine to be necessary for the cost effective and timely completion of non-routine, major projects on the Golf Course Property, no machinery or equipment or items of a similar nature shall be stored or kept in the open within view from the CRA Roads, adjacent Parcels, or the Golf Course Property. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted on any portion of the Development unless required by a governmental agency having jurisdiction over the Development or with the prior approval of the Board.

Section 9. Restrictions Regarding Water Areas. Without limiting the rights of the Association as set forth in Article IV, Section 1(n) to adopt more restrictive or additional Rules and Regulations respecting the waterways, including rivers and lakes, located within the Development, the following restrictions will apply:

(a) No boat or other watercraft shall be permitted on any lake or retention pond.

(b) No boat shall be operated in any waterway within the Development in such a manner as to interfere with or endanger any of the wildlife and animal population which inhabit or utilize such waterways.

(c) No trash, garbage, oil, fuel, sewage, human or animal waste, bilge water, petroleum products, or other pollutants shall be discharged from any boat or vessel, or otherwise, into any waterway.

(d) No swimming is permitted in any waterway.

Section 10. Vehicles, Repairs, Storage. No recreation vehicles, boats, trailers of any nature, campers, trucks, or vehicles of any size or type with commercial lettering or equipped for commercial use, or any truck greater than three quarter ton weight rated capacity shall be placed, parked or stored upon any portion of a Parcel, nor shall maintenance or repair be performed upon any boat, trailer or motor vehicle of any nature, unless such placement, parking, storage or maintenance is within a building so that the same is totally removed from view from the CRA Roads, other Parcels, or the Golf Course Property. The Board may adopt Rules and Regulation governing the temporary loading and unloading of recreational vehicles, boats, commercial vehicles, or trailers.

Second Amended and Restated Declaration of Protective Covenants

Page 23 of 45

Vehicles parked on driveways must be operational and driveways shall not be used for long-term storage of vehicles, which may be determined by the Board in the Rules and Regulations. Covers shall not be placed on vehicles in driveways. All vehicles shall be parked overnight in private driveways located upon a Parcel or on other areas of the Development specifically designated by the Association as a parking area, or, in the case of the Golf Course Property, so designated as a parking area by the Golf Course Property Owner.

Off-road vehicles of any nature, other than maintenance vehicles operated by or with the approval of the Association (or, in connection with the Golf Course Property, the Golf Course Property Owner) shall not be permitted on the CRA Roads or any other portion of the Development. Pick-up trucks (which are not used for commercial purposes and which do not display commercial markings or lettering and which are $\frac{3}{4}$ ton or less weight rated capacity will be considered "permitted pick-up trucks" if they are also of original manufacturer's height, width and weight. Should the vehicle have been altered from the original OEM specifications with lift kits, spoilers, over-sized tires or wheels, brush bars, commercial bumpers, roll bars, more than two driving/fog lights, or similar alterations, then the vehicle shall not be considered a permitted pick-up truck and is prohibited in the Development unless kept in the garage of the Home. Notwithstanding the foregoing provisions of this Article, service and delivery vehicles may park on CRA Roads on a temporary basis during regular business hours, as the same may be needed to provide services or deliveries. All motorcycles must be equipped with effective sound muffling devices. The Association has the right to require Owners to display an appropriate decal on any vehicle which is permitted to be parked or stored upon any portion of the Development.

(a) Remedy for Violation. Subject to any applicable laws or ordinances, any vehicle parked in violation of restrictions contained herein or in violation of Rules and Regulations adopted by the Association, may be towed away at the sole expense of the owner of such vehicle if such vehicle remains in violation of such restrictions or Rules and Regulations for a period of twenty-four hours from the time a notice of violation is placed on the vehicle. If any vehicle is causing an obstruction or safety hazard, the vehicle may be towed away without notice at such time as the Association, in its sole and absolute discretion, may determine. Neither the Association nor its agents shall be liable to the vehicle's owner or any Owner for trespass, conversion, property damage or otherwise, nor guilty of any criminal act by reason of the removal of any vehicle. Once a notice of violation is posted on a vehicle, neither its removal, nor the failure of the owner thereof to receive it for any other reason, shall be grounds for relief from the restrictions contained herein, or in the Rules and Regulations, or from the right of the Association to remove such vehicle. For purposes of this paragraph, "vehicle" includes campers, mobile homes, boats, trailers, and other conveyances parked, kept or stored in violation of this Section. An affidavit of the person posting the aforesaid notice stating that it was properly posted shall be conclusive evidence of its proper posting.

Section 11. Golf Carts. The operation of golf carts shall be subject to all the traffic Rules and Regulations pertaining to the CRA Roads within the Development, and subject to such other Rules and Regulations as may be promulgated by the Board, or by the Golf Course Property

Owner for the use of golf carts within the Golf Course Property. All golf carts must be stored out of sight from any CRA Roads, Parcels, and the Golf Course Property. In order to ensure the establishment of a uniform program for the maintenance, use, and aesthetic compatibility of golf carts within the Development, all golf carts within the Development must be acquired and maintained through and in accordance with any golf cart program which may be established from time to time by the Golf Course Property Owner.

Section 12. Nuisance, Obnoxious or Offensive Activity. No portion of the Community shall be used for any unlawful, immoral, improper purpose. No use of a Parcel or other conduct or behavior shall be allowed which may: create a public or private nuisance; unreasonably interfere with the quiet possession or enjoyment of the Community; become a source of annoyance to the Residents; increase insurance rates; or negatively affect the value of Parcels. All property shall be kept in a neat and orderly manner. The Parcels shall be used in accordance with all federal, state, and local laws and ordinances. No obnoxious or offensive activity, including, but not limited to, the use of fire arms, explosives, hazardous protective devices or booby traps, shall be allowed on any portion of the Development. No Owner shall take any action that is or may become a nuisance or annoyance to the other Members of the Association. All Home security systems must be maintained in good working order so as not to create a nuisance by the triggering of false alarms.

Section 13. Petroleum Products; Hazardous and Toxic Substances. No toxic or hazardous substance shall be brought upon any portion of the Development, except in such form and quantity as customarily found for household use, and no petroleum product of two gallons or more may be stored within any portion of the Residential Property. Each Parcel Owner hereby indemnifies and holds harmless the Association and the Golf Course Property Owner from and against any and all claims, damages, or losses of any kind that may be imposed upon or assessed against them arising out of or from any hazardous substance kept, stored or used by a Parcel Owner or any Family members, Tenants, Guests, or Invitees of a Parcel Owner. This indemnification shall survive the sale of a Parcel by a Parcel Owner.

Section 14. Signs and Flags. No sign, including, but not limited to, "for sale" or "for rent" signs, or flags of any kind, other than an American flag or flag representing the United States armed services displayed in an appropriate fashion, shall be displayed to view on or from the CRA Roads, other Parcels, or on the Golf Course Property. No sign or flag of any kind shall be placed inside a Home so as to be visible outside the Home, or on the outside walls of such Home, or on any fence within the Parcel or on any vehicles within the Development. The Board may adopt Rules and Regulations, consistent with the Act and other applicable law, governing the manner, location, and other aspects of permissible flag displays.

The foregoing restriction on signs shall not apply to signs constructed or erected by the Association or the Golf Club Property Owner, or any subsequent modification, replacement or removal thereof.

Section 15. Subdivision or Combination of Parcels or Tracts. No Parcel shall be subdivided (or resubdivided) into two or more Parcels, and no Parcel shall be combined with

Second Amended and Restated Declaration of Protective Covenants

Page 25 of 45

LAW OFFICES
BECKER & POLIAKOFF, P.A.
NORTHERN TRUST BUILDING • 4001 TAMiami TRAIL N. SUITE 270 • NAPLES, FL 34103
TELEPHONE (239) 552-3200

another Parcel without the prior written approval of the Association, the approval of which may be withheld in the sole and absolute discretion of the Association.

Section 16. Visibility at Intersections. No Owner, his Family members, Tenants, Guests, or Invitees may cause or permit obstructions to visibility at any CRA Road intersection.

Section 17. Basketball Nets and Outdoor Play Equipment. Basketball hoops/nets affixed to a Home, portable basketball hoops/nets, basketball courts and other outdoor play equipment shall be considered for approval upon request to the ARC, and may only be installed after obtaining such approval. Portable basketball hoops/nets must be stored in the garage or otherwise out of view from the CRA Roads, the Golf Course Property, and other Parcels, if there is not a Resident occupying the Home.

Section 18. Electrical Lines. All Owners, on behalf of themselves and their Family members, Tenants, Guests, and Invitees, and all others users of any portion of the Development located adjacent to any Florida Power & Light Company power line or power line easement shall be deemed, by virtue of their acceptance of their deed or their use of any portion of the Development, to have agreed to release and hold harmless the Association, its affiliates and successors, and its officers, directors, committee members, employees, or agents, from any and all claims of losses arising by virtue of the existence of such power lines within the Development.

Section 19. Waterfront Property, Boat Storage. As to all portions of the Parcels and Golf Course Property which contain all or a portion of a waterway of or a boundary contiguous to a waterway, the following restrictions apply:

(a) **Improvements.** No Improvement, including, but not limited to, docks, wharfs, rafts, boat ramps, boat lifts or other structures of any kind, shall be erected, placed, altered or maintained on or adjacent to the waterway unless originally constructed by the Developer, or with the prior approval of the ARC, and in compliance with all governmental approvals and permits applicable thereto.

(b) **Storage of Watercraft.** No area abutting a waterway shall be used for watercraft storage or the storage of boat trailers. All watercraft, other than watercraft which are stored either out of the water on davits or in the water by being tied to a dock approved by the ARC, shall be stored out of view of from the CRA Roads, other Parcels, or the Golf Course Property. No watercraft shall be stored, in the water or otherwise, so as to distract from the aesthetic quality and standards of the Development.

Section 20. Membership in the Country Club. Membership in the Country Club. A person or a corporation, partnership, trust or other entity obtaining title to a Parcel is required, as a use restriction incident to residential ownership in the Collier's Reserve Community, to become a member of the Country Club. The terms of membership in the Country Club shall be as set forth in the Country Club's governing documents.

(a) Exemptions. Parcel Owners of record as evidenced by deeds or other instruments of conveyance recorded in the Public Records of Collier County, Florida, who were Parcel Owners but not members of the Country Club as of March 2, 2004, are not required to become members of the Country Club. However, when such Parcel Owners who are not members of the Country Club purport to convey their Parcel, the grantees of such conveyances shall be required to comply with this Section 20.

(b) Exceptions. An Institutional Mortgagee acquiring title to a Parcel as a result of foreclosing a mortgage on a Parcel, or deed in lieu of foreclosure, shall not be required to become a member of the Country Club. The purchaser of a Parcel from an Institutional Mortgagee, where seller Institutional Mortgagee has acquired title to a Parcel as a result of foreclosing a mortgage on a Parcel, or deed in lieu of foreclosure, shall be subject to the requirement of becoming a member of Country Club and complying with this Section 20. If the Association acquires title to a Parcel as a result of foreclosing a lien or deed in lieu of foreclosure, the Association shall not be subject to the requirement of becoming a member of the Country Club and complying with this Section 20. If the Country Club acquires title to a Parcel, the Country Club shall not be subject to the requirement of becoming a member of the Country Club; provided, however, the purchaser of a Parcel from the Country Club shall be subject to the requirement of becoming a member of the Country Club and complying with this Section 20. A purchase who acquires title to a Parcel at a duly advertised public sale conducted by the clerk of the court, sheriff, or county tax collector, with open bidding provided by law (e.g., execution sale, foreclosure sale, judicial sale, or tax sale), shall be subject to the requirement of becoming a member of the Country Club and complying with this Section 20.

(c) Disapproval by Country Club of transferee's membership application: If the prospective transferee of an interest in, or title to, a Parcel ("Transferee") has made a bona fide application to the Country Club for membership under this Section 20, and has not been accepted for membership in the Country Club, then and in such even the following provisions shall apply:

(i) The Seller shall give written notice to the Association that Transferee's application for membership in the Country Club has not been accepted.

(ii) Within thirty (30) days of receipt by the Association from Seller of such notice, the Association shall deliver to Seller an agreement to purchase the Parcel or the interest in the Parcel executed by a purchaser selected by the Association ("Purchaser," which Purchaser may be the Country Club or the Association itself) to whom Seller must sell the interest sought to be conveyed upon the terms set forth herein.

(iii) The purchase price shall be the bona fide purchase price stated in the agreement of purchase and sale between Seller and Transferee. The purchase price shall be paid, at Purchaser's option, in cash or upon the same terms as contained in the agreement of purchase and sale between Seller and Transferee.

(iv) If a question arises as to whether or not the sale price in the agreement is a bona fide price, the question shall be resolved as follows: (A) Seller shall select a qualified and licensed appraiser to provide a fair market value appraisal of the Parcel for Purchaser; (B) if Purchaser disagrees with Seller's appraiser, Purchaser shall likewise select a qualified and licensed appraiser; (C) if Seller disagrees with Purchaser's appraiser, the two (2) selected appraisers shall name a third qualified and licensed appraiser whose decision shall be final. The cost of the appraisers and related expenses shall be borne equally by Seller and Transferee.

(v) The sale shall be closed on the later of: (A) within forty five (45) days after the delivery to Seller of Purchaser's agreement to purchase, or within thirty (30) days after the determination of the purchase price under sub-paragraph (iv) above; or (B) the closing date specified in the original agreement of purchase and sale between Seller and Transferee.

(vi) Closing of the sale between Seller and Purchaser will be deemed to be in compliance with this Section 20.

(vii) If the Association shall fail to provide a Purchaser as provided in sub-paragraph (ii) above, or if the Purchaser shall default in its obligation to close the transaction, then and in that event, the sale between Seller and Transferee may close and the transaction will be deemed to be in compliance with this Section without recourse to the Country Club or the Association.

Section 21. Condition. Notwithstanding any term herein to the contrary, the effectiveness of this Article VI, Section 20 shall be conditioned upon the Country Club continuing to offer the Equity Social Membership class of membership (formerly known as the Equity Sports/Social Membership). In the event the Country Club does not comply with the conditions described in this sub-paragraph (d), the Association shall record a certificate of non-compliance by the Country Club ("Certificate of Non-Compliance"). In the absence of a Certificate of Non-Compliance, it shall be conclusively deemed that Country Club has complied herewith.

ARTICLE VII DEVELOPMENT REVIEW AND CONSTRUCTION

Section 1. Prohibition Against Construction or Alteration Without Prior Approval of the ARC. It is the intent of the Association and the Owners to preserve within the Development a superior, private residential community of the highest quality and harmonious Improvements. Accordingly, the ARC has been created to achieve this objective in the manner set forth in this Article VII. Without the ARC's prior written approval of all aspects thereof, including, but not limited to, the nature, design, style, shape, height, materials, size, location, layout and color, no person other than the Association shall:

(a) Construct, erect, install, alter, modify, renovate, remove or demolish any Structure, Improvement or engage in Work on or to any portion of a Parcel, including, by way of illustration and not in limitation, buildings, garages, houses, patios, porches, decks, driveways, walkways,

fences, walls, docks, swimming pools, spas, permanent or temporary signs, sewers and drains, recreational facilities and solar devices; or

(b) Plant, install, remove, alter or modify any grass, trees, shrubs, landscaping or other vegetation on any portion of the Parcel; or

(c) Install or modify any irrigation system on any portion of the Parcel; or

(d) Change or alter to any degree the grade of any portion of the Parcel.

Provided, however, once ARC approval has been received, in the event of the destruction of the approved Work, modifications, or additions, the same may be replaced in accordance with the terms of the original approval unless the original approval has been made obsolete by a change in applicable government regulations or in the Guidelines.

Section 2. Development Standards and Design Criteria; Procedures. The Board has the authority to adopt, publish or modify from time to time, development standards and design criteria for the Development to be set forth in the Guidelines, including the procedures for requesting the ARC's review and approval of any proposed Improvements or other Work. All Parcel Owners shall abide by and comply with the terms, conditions, and procedures of the Guidelines in all respects, and each Parcel Owner shall be responsible for insuring that each of his agents abides by and complies with the terms, conditions and procedures of the Guidelines in all respects. Upon petition by an Owner, the Board shall have the power, but not the obligation, to review the ARC's denial of approval for a proposed Improvement or other Work.

Section 3. Construction Deposit. The Board has the authority to establish a schedule of construction deposits to ensure compliance with the Guidelines and the payment of professional fees incurred by the ARC for design professionals consulted by the ARC in connection with the review of proposed plans. Such deposit shall also cover any necessary site maintenance and the repair of any damage to streets, roads, shoulders and Common Areas. If a deposit balance falls below 50% of the required amount due to deduction resulting from non-compliance, the Parcel Owner must restore the construction deposit to the required level within five days from demand thereof by the ARC. The ARC shall have the right to debit the construction deposit at any time after five days prior written notice to Homeowner of said Homeowner non-compliance with the terms under which or for which the deposit is held.

Section 4. Variances. The ARC may grant variances from the requirements in the Guidelines on a case by case basis; provided, however, that the variance sought is reasonable. The granting of such a variance by the ARC shall not nullify or otherwise affect the ARC's responsibility to require strict compliance with the requirements set forth in the Guidelines on any other occasion.

Section 5. Inapplicable to the Association. Notwithstanding anything contained herein to the contrary, Work of any nature undertaken by the Association to or on any portion of the Development shall not be subject to the Guidelines or the review of the ARC.

Section 6. Exculpation. Neither the Association, its Directors or Officers, the members of the ARC, nor any person acting on behalf of any of them, shall be liable for any costs or damages incurred by any Owner or any other person, due to any error in judgment, negligence, or any action of the ARC in connection with the adoption of the Guidelines, or the approval or disapproval of any proposed Work or Improvement. Each Owner agrees that he shall not bring any action or suit against the Association, its Directors or Officers, the members of the ARC, or any person acting on behalf of any of them in order to recover any damages alleged to have been caused by actions of the ARC. The Association shall indemnify, defend and hold harmless the ARC and each of its members from all costs, expenses and liabilities, including attorneys' fees, of any nature arising by virtue of the acts of the ARC or its members in carrying out their duties as the ARC. Neither the Association, its Directors or Officers, the members of the ARC, nor any person acting on behalf of any of them, shall be responsible for any defects in any plans or specifications, nor for any defects in any Work or Improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof, as well as compliance with the Declaration and Development Regulations and applicable laws, ordinances, codes and regulations, and for the quality of construction performed pursuant thereto.

Section 7. Consultants. The Association has the authority, in its sole and absolute discretion, to retain professional consultants to the ARC, including, architects, engineers, landscape architects and other design professionals, the cost of which shall be an expense of the Association. Provided, however, the Board shall have the authority to require the posting of a deposit by any Person requesting action on behalf of the ARC to cover, among other expenses, the cost of professionals retained for the ARC.

Section 8. Remedies. In addition to, and not in lieu of, any other remedies which may be provided to the ARC in this Declaration and the Guidelines, the Association shall have the right to seek injunctive and other relief for the temporary suspension of activities in violation of the requirements of this Declaration. Members of the ARC, or their representatives designated in writing, shall have the right to enter upon any portion of the Development reasonably necessary to inspect for compliance with the terms of the Declaration, the Guidelines, or ARC's approvals.

Section 9. Developer Approvals. Any approval by the Developer concerning Improvements occurring prior to Turnover, shall be deemed to satisfy the requirement of this Article VII and shall be given the full weight and authority of an approval by the ARC.

ARTICLE VIII COVENANT FOR ASSESSMENTS AND CHARGES

Section 1. Creation of the Lien and Personal Obligation of Assessments and Charges. Each Owner by acceptance of a deed or other evidence of ownership of property within

Second Amended and Restated Declaration of Protective Covenants
Page 30 of 45

LAW OFFICES
BECKER & POLIAKOFF, P.A.
NORTHERN TRUST BUILDING • 4001 TAMiami TRAIL N. SUITE 270 • NAPLES, FL 34103
TELEPHONE (239) 552-3200

the Development, whether or not it shall be so expressed in any such deed or other evidence of ownership, shall be deemed to covenant and agree to pay to the Association any and all applicable Assessments and Charges.

All Assessments or Charges shall be fixed, established, levied and collected as provided in Article VIII, Sections 3-5. Assessments and Charges, together with interest thereon and costs of collection thereof as hereinafter provided, shall be and are hereby made, deemed and imposed as a continuing lien upon the property against which each such assessment or charge is made.

Section 2. Purpose of Annual Assessments. The Annual Assessments levied by the Association shall be used exclusively for the purpose of performance of the duties and exercise of the powers of the Association set forth in the Governing Documents.

Section 3. Amount and Basis of Annual Assessments.

(a) Not less than thirty days prior to the commencement of each fiscal year, the Board shall estimate the costs and expenses including, at the discretion of the Board, any reserves for replacements and contingencies, to be incurred by the Association during such fiscal year in the performance of the duties of and in the exercise of the powers of the Association set forth in this Declaration, which shall be assessed against the Parcel Owners and the Golf Course Property Owner in accordance with Article VIII, Section 3(b) of this Declaration. The failure of the Board to adopt a budget within the time frame required herein shall not negate or invalidate the Annual Assessment.

(b) The Owner of each Parcel shall be assessed Annual Assessment, a percentage of the Annual Assessment expressed as a fraction, the numerator of which is one, and the denominator of which is the total number of Parcels within the Plat (228) plus twenty-three, or $1/251$ per Parcel.

(c) The Golf Course Property Owner will be assessed an Annual Assessment in an amount equal to the Annual Assessment for a Parcel Owner, times twenty-three (i.e., $23/251$).

Section 4. Special Assessments. In the event the Annual Assessment as estimated at the commencement of any fiscal year proves for any reason to be insufficient to pay the actual expenses incurred by the Association during such fiscal year, or should unanticipated, non-recurring or emergency expenses arise, the Board shall levy a Special Assessment against the Owners. Each Owner shall pay a share of each such Special Assessment determined in accordance with Article VIII, Section 3(b) and (c).

Section 5. Charges.

(a) If in the exercise of its judgment, the Board deems it necessary to incur expense or take any action on behalf of or against any Parcel Owner or the Golf Course Property Owner, the Board shall impose a Charge against any such Parcel Owner or the Golf Course Property Owner for all such expenses.

(b) A Charge shall be made against and paid by the Owner against whom such Charge is levied, at such time as the Board prescribes.

Section 6. Payment of Assessments.

(a) Annual Assessments shall be due and payable by Owners to the Association in equal monthly, quarterly, semi-annual or annual installments as the Board shall designate.

(b) The date or dates upon which any Special Assessment or Charge is due and payable shall be fixed in the resolution authorizing such Assessment or Charge.

(c) The Association shall, upon reasonable demand therefore, furnish to any Parcel Owner or the Golf Course Property Owner liable for any Annual Assessment, Special Assessment, or Charge a certificate in writing signed by an Officer of the Association, setting forth whether said Assessments or Charges have been paid. Such certificate shall be conclusive evidence of the payment of any Assessments or Charges therein stated.

Section 7. Effect of Non-Payment of Assessments or Charges; The Lien; Remedies of the Association.

(a) Liability for Assessments and Charges shall be joint and several, and run with title to the property subject to the Assessment or Charge and shall not be extinguished or reduced except as specifically provided by the "safe harbor" provisions of the Act. If any Annual Assessment, Special Assessment, or Charge, or any installment thereof is not paid on the date when due, then such Assessment or Charge shall, together with such interest thereon and cost of collection thereof as hereinafter provided, become delinquent and shall thereupon become a continuing lien on all portions of the Development owned by the Owner delinquent in payment, which lien shall bind his heirs, devisees, personal representatives and assigns, as well as all successors in title. The Association may, but is not obligated to do so, in order to perfect its continuing lien upon any portion of the Development, record a claim of lien against the delinquent Owner and all or a part of the Development which is subject to such lien. The claim of lien shall contain the amount of the delinquent Assessment or Charge, accrued interest or late charges, the fee for preparing and recording such lien, and the rate at which the delinquent Assessment or Charge shall bear interest. Upon payment of a delinquent Assessment or Charge, in full, the Association shall provide a release of the lien securing same. Upon recordation, the lien shall relate back to the date of the recording of the Original Declaration.

(b) If an Assessment or Charge is not paid within thirty days after the due date, the Assessment or Charge shall bear interest from the date of delinquency at the lesser of eighteen percent per annum or the maximum rate permitted by law, and the Association may bring an action at law or equity against the Owner personally obligated to pay the same or to foreclose the lien against the delinquent Owner's portion of the Development, and there shall be added to the amount of such Assessment or Charge the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as

Second Amended and Restated Declaration of Protective Covenants

Page 32 of 45

above provided, a reasonable attorney's fee (including, but not limited to, attorneys' fees for any appellate proceedings) to be fixed by the court, and the costs of such action.

Section 8. Late Charges. If any Assessment or Charge is not paid within thirty days after its due date, a late charge, in such amount as the Board may determine, not to exceed the maximum permissible by law for Assessments, shall be imposed on such Owner and collected as part of the delinquent Assessment or Charge payment to help offset the administrative cost to the Association in handling such delinquent payment; provided, however, only one late charge may be imposed on any unpaid Assessment or Charge.

Section 9. Working Capital Contribution. Each purchaser of a Parcel shall pay to the Association, at the time of closing on the purchase of the Parcel, a onetime only working capital contribution in an amount determined by the Board from time to time in its discretion. The use and expenditure of the working capital contribution collected by the Association shall be determined by its Board, in its sole and absolute discretion. The working capital contribution shall not be returned by the Association to a Parcel Owner upon the sale of his Parcel.

Section 10. Subordination of the Lien of Assessments or Charges to Certain First Mortgages. The priority of the Association's lien and the obligation for payment of past due Assessments or Charges in relation to a first mortgage held by a first mortgagee who obtains title as a result of foreclosure or deed in lieu of foreclosure, shall be determined by Section 720.3085, Florida Statutes (2019), as amended from time to time.

ARTICLE IX EASEMENTS

Section 1. Easements for Ingress and Egress Over CRA Roads. Each Member of the Association, for himself and his Family members, Tenants, Guests, and Invitees, shall, subject to the provisions of this Declaration, have a perpetual non-exclusive easement for vehicular and pedestrian ingress and egress (including golf carts) over all CRA Roads on a twenty-four hour per day, three hundred sixty-five (365) days per year basis, subject only to the right of the Association to establish Rules and Regulations for the promotion of the safety of pedestrian and vehicular traffic on the CRA Roads as provided in Article IV, Section 1(n) hereof and for limiting access to the Development pursuant to Article IV, Section 1(g) hereof. These easements are subject to the right of the Association to regulate parking and traffic on the CRA Roads, including without limitation, the use of access, manned or unmanned gates, stop signs, speed limits, speed bumps, or other traffic limits or restrictions. The Association may also, in conjunction with the suspension of membership rights in accord with Article III, Section 4, suspend, for a reasonable time, the rights of Persons otherwise entitled to remote access control usage, and may require entry through the manned gate.

Section 2. Easement for Golf Balls. All Parcels, Common Areas and Conservation Areas are burdened with an easement permitting golf balls unintentionally to come upon the Parcel, Common Areas or Conservation Areas immediately adjacent to the Golf Course Property and for

golfers at reasonable times and in a reasonable manner to come upon the Parcel, Common Areas or Conservation Areas to retrieve errant golf balls; provided, however, if any Home is fenced or walled, the golfer will seek Parcel Owner's permission before entry. The existence of this easement shall not relieve golfers of liability for damage caused by errant golf balls. Under no circumstances shall the Association or the Golf Course Property Owner be held liable for any damage or injury resulting from errant golf balls or the exercise of this easement.

Section 3. Easement for the Association. The Association, for itself and its employees and agents, shall have a perpetual, non-exclusive easement for access to all portions of the Development to the extent reasonably required for the performance of the duties of the Association as set forth in this Declaration, which easement shall also be available for use by the Golf Course Property Owner to the extent reasonably required for the performance of its duties as set forth in Article V hereof. The easement granted and created hereunder in favor of the Association shall be exercised in a manner and at such time so as to minimize disruption of the rights of Owners to the quiet use and enjoyment of their property.

Section 4. Utility Easements. The Association, for itself and its successors and assigns, shall have a perpetual, non-exclusive easement over, upon and under all portions of the Development (except those portions upon which a Home has been constructed) for the installation, operation, maintenance, repair, replacement, alteration and extension of such utility and other Common Facilities as the Association shall deem appropriate to have located within the Development. Common Facilities means and refers to any and all cable television, telecommunication, alarm monitoring lines, street lighting, conduits, wires, amplifiers, towers, antenna, equipment, materials, installation and fixtures (including those based on, and containing or serving future technological advances which may not now be known), installed by Developer or the Association or pursuant to any grant of easement or authority by Developer or the Association within the Development and serving more than one Parcel. The Association shall be permitted, and hereby reserves the exclusive right to contract for and install or cause to be installed all Common Facilities. No Owner shall be permitted to dig in, plant anything, erect a fence, sidewalk or landscape, other than the placement of sod, on any portion of the Development over, upon or under any utility easement which has been granted by Developer or the Association as aforesaid without first obtaining the approval of the ARC, which approval may contain such conditions as the ARC shall reasonably require. To the extent permitted by applicable law, regulation or policy, all utility services will be provided under ground.

Section 5. Public Easements. Fire, police, health, sanitation, medical, ambulance and other public service personnel and their vehicles shall have a perpetual, non-exclusive easement for ingress and egress over and across the CRA Roads for the performance of their respective duties.

Section 6. Easement Rights of the Association. The Association reserves unto itself, its agents, employees, designees, successors and assigns, a perpetual, non-exclusive right, privilege and easement over, upon, across, under and/or through the Development (or any portion thereof), at any time, without the need for any joinder, ratification or consent by any Parcel Owner, the Golf

Course Property Owner, or any lienholder, for constructing, installing, using, operating, maintaining, repairing, inspecting, extending and/or replacing and/or all improvements and systems related to the Development; facilities reasonably necessary to service or market the Development; monitoring wells; electric; gas; water; sewer; security; drainage; irrigation; Common Facilities; landscaping; pedestrian access; loading operations; constructing, improving, selling or leasing property within the Development whether or not such property is owned by the Association; provided, however, that said easements so reserved shall not materially interfere with the use for which the Development or any portion thereof is intended. If requested, all Owners and all lienholders shall join in documents specifically describing the easements reserved hereunder for purposes of evidencing same. Such easements may be used by the Association or its designees, successors or assigns.

Section 7. No Implied Easements. The Association declares that it is not the intent of the Association by this Declaration to establish any implied easements whatsoever, and the Association furthermore specifically declares that it is not the intent of the Association by this Declaration to establish any express or implied easements for the use and enjoyment of the Golf Course Property or any portion thereof.

Section 8. Members' Right to Use of Common Areas. Except as may be specifically otherwise provided and subject to the conditions expressed herein, each Member of the Association, including the Golf Course Property Owner and the members of any club which may be established by the Golf Course Property Owner upon all or a portion of the Golf Course Property, shall have the right to the use of Common Areas, including, but not limited to, the Conservation Areas (other than Conservation Areas located within the Lot lines of a Parcel), in common with all other Members, such use to be at all times in accordance with such property's intended use, the Development Regulations, and the Governing Documents, and any applicable law governing such property or its use.

Section 9. Drainage Easements. Non-exclusive easements for drainage, maintenance and access shall exist in favor of the Association as shown on the Plat. Except improvements of any nature installed by Developer, the Association or any successor, and all replacements thereto, no structure, planting or other material other than sod shall be placed or permitted to remain within the easements which may interfere with installation, maintenance or access of such easements or which may obstruct or retard the flow of surface water. Each Parcel, and each portion of the Common Areas which constitutes real property or a dedication of real property and the Golf Course Property shall be subject to a perpetual, non-exclusive cross easement of drainage and flow in favor of all adjacent Parcels, Common Areas which constitutes real property or a dedication of real property and the Golf Course Property, and no Owner may construct or permit any Improvement or other structural condition to exist upon his Parcel or the Golf Course Property which will interfere with the stormwater runoff on, to or from his Parcel or the Golf Course Property, unless constructed by the Developer or its designees or assigns.

Section 10. Right to Amend or Terminate. The grants of easements contained in this Article IX may only be amended or terminated by the Association or with the prior written consent of all parties affected by any such termination.

ARTICLE X LEASES OF HOMES

In order to foster a stable, private residential community of congenial Residents and thus protect the value of Parcels, the leasing of Homes by Parcel Owner shall be subject to this Article.

Section 1. Single Family Use Only. A lease is any use of a Home by a person other than the Parcel Owner for consideration. All leases of Homes must be in writing. A Parcel Owner may lease only his entire Home for Single-Family use. There shall be no Parcel sharing, subletting of Homes, lease assignments, "Rent Sharing," or the renting of rooms. Tenants may only occupy Parcels as a Single-Family residence.

Section 2. Term of Lease and Frequency of Leasing. No Home may be leased more often than once in any calendar year. The first day of occupancy under the lease shall determine in which year the lease occurs. No Parcel Owner may lease a Home for a term or period of less than one hundred twenty (120) days or more than one year. No lease shall have the option for the Tenant to extend or renew the lease for any additional period.

Section 3. Occupancy by Guests. There is no restriction on the length of stay of Guests, whether related or unrelated to the Tenant, so long as the Tenant is simultaneously occupying the Home. No one may occupy the Home in the absence of the Tenant, including the Owner during the period of the lease.

Section 4. Registration; Tenant Conduct; Remedies. Registration of leases with the Association, on such forms as the Board may prescribe, is required at least fifteen (15) days before a Tenant takes occupancy. All leases shall include a lease addendum, if so promulgated by the Board. Said lease addendum and all other leases will provide, or be deemed to provide, that the Tenants and all residents have read and agreed to be bound by the Governing Documents. The lease addendum and other leases shall further provide or be deemed to provide that any violation of the Governing Documents shall constitute a material breach of the lease and subject the Tenant to eviction as well as any other Tenant, Family members, Resident, other Occupant, Guest or Invitee. If any such Person fails to abide by the Governing Documents, the Parcel Owner(s) shall be responsible for the conduct of the Tenants, Family members, Residents, Occupants, Guests and Invitees and shall be subject to all remedies set forth in the Governing Documents and Florida law, without waiver of any remedy available to the Association as to the Tenant. The Parcel Owner shall have the duty to bring his Tenant's conduct (and that of the other Residents, Family members, Occupants, Guests and Invitees) into compliance with the Governing Documents by whatever action is necessary, including, without limitation, the institution of eviction proceedings without notice to cure, where legally permissible. If the Parcel Owner fails to bring the conduct of the Tenant or other Persons as aforesaid into compliance with the Governing Documents in a manner

deemed acceptable by the Association, or in other circumstances as may be determined by the Board, the Association shall have the authority to act as agent of the unit owner to undertake whatever action is necessary to abate the Tenants' noncompliance with the Governing Documents (or the other noncompliance of other Residents, Family members, Occupants, Guests or Invitees), including, without limitation, the right to institute an action for eviction against the Tenant in the name of the Association in its own right, or as agent of the Parcel Owner. The Association shall have the right to recover any costs or fees, including attorneys' fees, incurred in connection with such actions, from the Parcel Owner which shall be secured by a continuing lien in the same manner as Assessments, to wit, secured by a Lien for Charges. Any uniform lease addendum will provide, and all leases will be deemed to provide that the Association shall have the authority to direct that all rental income related to the unit be paid to the Association until all past due and current obligations of the Association have been paid in full, including, but not limited to, all past due Assessments, charges, other monetary obligations, late fees, interest, attorneys' fees and cost and expenses of collection.

ARTICLE XI GOLF COURSE PROPERTY

Section 1. General. Golf Course Property Owner or other parties may from time to time provide club facilities within the Golf Course Property, including, without limitation, a golf course, clubhouse, tennis or pickleball courts, a swimming pool, or other fitness or dining facilities, which are and shall be separate from the Common Areas. The Golf Course Property shall be developed and provided at the discretion of the Golf Course Property Owner, its successors and assigns. The Golf Course Property Owner has the exclusive right to determine from time to time, in its sole and absolute discretion and without notice or approval of any change, how and by whom the Golf Course Property shall be used, if at all. By way of example, but not limitation, the Golf Course Property Owner shall have the right to approve users and determine eligibility for use, to temporarily or permanently terminate any or all use rights, to change, eliminate or cease operation of any or all of the facilities located upon or within the Golf Course Property, to transfer any or all of the Golf Course Property or the operation thereof to anyone (including, without limitation, a member-owned or equity club) and on any terms, to limit the availability of use privileges, and to require the payment of a purchase price, membership contribution, initiation fee, dues and other charges for use privileges. OWNERSHIP OF A PARCEL OR MEMBERSHIP IN COLLIER'S RESERVE ASSOCIATION DOES NOT PROVIDE OR INCLUDE ANY VESTED RIGHT OR EASEMENT, PRESCRIPTIVE OR OTHERWISE, TO USE THE GOLF COURSE PROPERTY, AND DOES NOT GRANT ANY OWNERSHIP OR MEMBERSHIP INTEREST IN THE GOLF COURSE PROPERTY.

Section 2. Rights of Access and Parking. The Golf Course Property Owner and its members, guests, invitees, employees, agents, contractors, and designees shall at all times have a right and non-exclusive easement of access and use over (i) all CRA Roads located within the Development reasonably necessary to travel to and from the entrance to the Development to and from the Golf Course Property, respectively; (ii) over all golf cart paths located upon Common

Areas; and (iii) over those portions of the Development reasonably necessary to the operation, use, maintenance, repair, and replacement of the Golf Course Property. Without limiting the generality of the foregoing, the Golf Course Property Owner and its members, guests, invitees and permitted members of the public shall have the right to park their vehicles on the CRA Roads at reasonable times before, during, and after golf tournaments and other similar functions held by the Golf Course Property Owner or on the Golf Course Property.

Section 3. Assessments. The Golf Course Property Owner is obligated to pay Assessments to the Association as provided in this Declaration.

Section 4. Liability. Neither the Golf Course Property Owner nor any of its members, guests, employees or agents, successors or assigns, the golf course architects, the Association nor any of its Members, Guests, Invitees, employees or agents, successors or assigns shall be liable to any Parcel Owner or his Family members, Tenants, Guests, or Invitees for any personal injury or property damage resulting from activity emanating from the Golf Course Property, including, but not limited to, errant golf balls. By virtue of taking title to a Parcel, each Parcel Owner, on behalf of himself, his Family members, Tenants, Guests, and Invitees, assumes the risk emanating from activity from the Golf Course Property, and releases the Golf Course Property Owner and its members, guests, employees or agents, successors or assigns, the Association and its Members, Guests, Invitees, employees and agents, successors or assigns, from any liability resulting from activities which emanate from the Golf Course Property.

Section 5. Limitations on Amendments. In recognition of the fact that the provisions of this Article are for the benefit of the Golf Course Property Owner, no amendment to this Article, and no amendment to any other provisions of this Declaration in derogation hereof may be made without the written approval thereof by the Golf Course Property Owner.

Section 6. Jurisdiction and Cooperation. It is the Association's intention that the Association and the Golf Course Property Owner shall cooperate to the maximum extent possible in the operation of the Golf Course Property within the Development. Except as specifically provided herein or in the Bylaws, the Association shall have no power to promulgate Rules and Regulations or Policies and Procedures which would materially affect activities on or the use of the Golf Course Property without the written consent of the Golf Course Property Owner.

ARTICLE XII GENERAL PROVISIONS

Section 1. Right to Amend or Terminate this Declaration.

(a) Member Amendment. Except as may be otherwise expressly provided to the contrary in this Declaration, all or any part of this Declaration may be amended by filing of record a statement setting forth the amendment, signed by the President or Vice-President of the Association certifying that (A) at least two-thirds (2/3) of the members of the Board have approved such amendment, and (B) that Members representing at least a majority of the total number of

Second Amended and Restated Declaration of Protective Covenants

Page 38 of 45

Voting Interests have approved such amendment at a meeting of the Members where a quorum of Members is present in person and/or by proxy.

(b) Member Termination. This Declaration may only be terminated by filing a record of statement setting forth the termination, signed by:

- (i) At least seventy-five (75%) percent of the total Voting Interests, and
- (ii) One hundred percent (100%) of the Institutional Mortgagees holding first mortgages on any portion of the Development.

(c) Restrictions on Amendment or Termination. Notwithstanding any of the other provisions of this Section 1 of this Article XII to the contrary herein contained, no amendment to this Declaration shall be effective which shall impair or prejudice the rights or priorities of the Association, or the Golf Course Property Owner under this Declaration without specific written approval of the Association or the Golf Course Property Owner, whichever is affected by such amendment.

No mortgagee or lienholder upon all or any portion of the Residential or Golf Course Property need consent to or join in such amendment in order for the same to be effective unless the affected provision is specifically dedicated to the protection of such lienholder.

(d) Ministerial Amendments. Amendments correcting errors, omissions, scrivener's errors, violations of applicable law, conflicts between the Governing Documents, or if determined necessary and desirable by the Board to comply with the requirements of the secondary mortgage market, may be executed by the Officers of the Association, upon Board approval, without need for Association membership vote. The Board may also adopt amendments necessary to comply with the requirements of any governmental entity.

Section 2. Binding Effect. The Covenants and other conditions, restrictions, reservations, and easements in the Declaration and Governing Documents shall run with and bind the Development and shall bind and inure to the benefit of the Association, and any Parcel Owner, the Golf Course Property Owner, or their respective legal representatives, heirs, successors and assigns.

Section 3. Right to Modify, Cancel or Limit. When required by any applicable governmental authority, the Association specifically reserves the absolute and unconditional right, without any joinder, ratification or approval of any Parcel Owner, the Golf Course Property Owner, or lienholder, to alter, modify, change, revoke, rescind, limit or cancel any of the terms contained in this Declaration and/or to add new terms to the Declaration, anything to the contrary herein notwithstanding.

Section 4. Assignment by the Association. Any and/or all development rights, including permits, approvals, agreements and permits issued by the South Florida Water

Second Amended and Restated Declaration of Protective Covenants

Page 39 of 45

Management District are hereby beneficially assigned to each Parcel Owner and the Golf Course Property Owner to the extent such permits are intended to benefit each Owner's property for its intended use. The Association agrees to execute such additional assignments or confirmation of assignments as may be necessary to effectuate the intent of this provision.

ARTICLE XIII

CENTRAL CABLE TELECOMMUNICATION AND ELECTRONIC MONITORING

Section 1. Ownership and Use. Developer assigned to the Association and the Association reserves and retains to itself, its successors and assigns:

(a) The title to any central cable telecommunication receiving and distribution system and any electronic monitoring system which Developer installed or caused to be installed or the Association installs or causes to be installed within the Development, together with a perpetual easement for the placement and location thereof, including, without limitation, conduits, wires, amplifiers, towers, antennae and related apparatus and equipment; and

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

(c) The right to connect the central telecommunication and electronic monitoring system to such receiving sources as the Association may in its sole and absolute discretion deem appropriate, including, without limitation, companies licensed to provide the cable TV, security and/or electronic monitoring service in Collier County, Florida, for which service the Association, its successors and assigns shall have the right to charge every Member a reasonable fee not to exceed the maximum allowable charge for such services as from time to time may be defined by the laws and ordinances of Collier County, Florida; and

(d) The right to empower a licensee or franchisee to provide exclusive or non-exclusive Communications, cable telecommunication, security and/or electronic monitoring services to the Association, to enter into an exclusive agreement with such licensee or franchisee, and to collect such license or franchise fees in connection therewith as the Association may, in its sole and absolute discretion, deem appropriate. The Annual Assessment shall include a specified monthly charge to each Owner for the fees charged to the Association pursuant to any such exclusive agreement, whether or not any Owner elects not to use such services. After January 31, 2002, the Association assumed all obligations under such exclusive agreements for cable TV and/or electronic monitoring services, and all payments from such date forward belong to the Association. The Association recognizes that such agreement benefits the Development and the Owners and that beneficial terms and conditions were obtained through the execution of such agreements, and that notwithstanding any future statutory provisions under Florida law which may permit the cancellation of such agreements, that the Association will not unreasonably cancel such agreements.

Second Amended and Restated Declaration of Protective Covenants

Page 40 of 45

LAW OFFICES
BECKER & POLIAKOFF, P.A.
NORTHERN TRUST BUILDING • 4001 TAMiami TRAIL N. SUITE 270 • NAPLES, FL 34103
TELEPHONE (239) 552-3200

(e) The right to assign any or all of the foregoing rights and reservations, including assignments to the Association.

Section 2. Monitoring Services. NEITHER THE ASSOCIATION OR ITS AFFILIATES OR SUCCESSORS, OFFICERS, DIRECTORS, PARTNERS, MEMBERS, SHAREHOLDERS, EMPLOYEES OR AGENTS, OR THEIR LICENSEES AND FRANCHISEES, OR THE CABLE TV AND/OR SECURITY SYSTEMS OPERATORS OR PROVIDERS, GUARANTEE OR WARRANT, EXPRESSLY OR IMPLIEDLY, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY SUCH SYSTEMS OR SERVICES, OR THAT ANY SYSTEM OR SERVICES WILL PREVENT INTRUSIONS, FIRES OR OTHER OCCURRENCES OR THE CONSEQUENCES OF SUCH OCCURRENCES, WHICH THE SYSTEM OR SERVICES ARE DESIGNED TO MONITOR. EVERY OWNER OR OCCUPANT OF THE PROPERTY SERVICED BY THE CABLE TV OR ELECTRONIC MONITORING SYSTEMS ACKNOWLEDGES THAT DEVELOPER AND COLLIER'S RESERVE ASSOCIATION, THEIR AFFILIATES OR SUCCESSORS, OFFICERS, DIRECTORS, PARTNERS, MEMBERS, SHAREHOLDERS, EMPLOYEES OR AGENTS, OR ANY ASSIGNEE OF A LICENSE OR FRANCHISEE OR THE DEVELOPER OR COLLIER'S RESERVE ASSOCIATION AND THE CABLE TV OR SECURITY SYSTEM OPERATORS OR PROVIDERS, ARE NOT RESPONSIBLE OR LIABLE FOR LOSSES OR INJURIES RESULTING FROM SUCH OCCURRENCES. It is extremely difficult and impractical to determine the actual damages, if any, which may proximately result from a failure on the part of a monitoring service provider to perform any of its obligations with respect to electronic monitoring services, and therefore every Owner or occupant of property receiving security or cable TV services through the central system, through independent cable TV or security systems, through telephone or radio systems, or any combination thereof, agrees that the Association, its affiliates or successors, Officers, directors, partners, members, shareholders, employees or agents, or assignee, licensee or franchisee of the Association and the communications system operator assume no liability for loss or damage to property or for personal injury or death due to failure in transmission of an alarm, interruption of electronic monitoring service or failure to respond to an alarm because of: (i) any failure of the security system; (ii) any defective or damaged equipment, devise, line or circuit; (iii) negligence of the electronic monitoring service provider or independent service provider or its officers, agents or employees; or (iv) fire, flood, riot, war, act of god or other similar causes beyond the control of the electronic monitoring services provider. EVERY OWNER AND OCCUPANT OF PROPERTY OBTAINING SECURITY SERVICES THROUGH ANY CENTRAL SYSTEM WHICH MAY BE INSTALLED AT THE DEVELOPMENT FURTHER AGREES FOR HIMSELF, TENANTS, HIS GUESTS, INVITEES AND LICENSEES, THAT IF ANY LOSS OR DAMAGE SHOULD RESULT FROM A FAILURE OF PERFORMANCE OR OPERATION, OR FROM DEFECTIVE PERFORMANCE OR OPERATION, OR FROM IMPROPER INSTALLATION, MONITORING OR SERVICING OF THE SYSTEM, THE LIABILITY, IF ANY, OF THE DEVELOPER AND COLLIER'S RESERVE ASSOCIATION, THEIR AFFILIATES OR SUCCESSORS, OFFICERS, DIRECTORS, PARTNERS, MEMBERS, SHAREHOLDERS, EMPLOYEES OR AGENTS, OR ASSIGNEE, ANY LICENSEE OR FRANCHISEE OF DEVELOPER, ANY INDEPENDENT SERVICE

Second Amended and Restated Declaration of Protective Covenants

Page 41 of 45

PROVIDER, COLLIER'S RESERVE ASSOCIATION AND THE CABLE SYSTEM OR SECURITY SYSTEM OPERATORS OR PROVIDERS, OR THEIR SUCCESSORS OR ASSIGNS, FOR LOSS OR DAMAGES SUSTAINED SHALL BE LIMITED TO A SUM NOT EXCEEDING \$250.00, WHICH LIMITATION SHALL APPLY NOTWITHSTANDING THAT THE LOSS OR DAMAGE RESULTS DIRECTLY OR INDIRECTLY FROM NEGLIGENT PERFORMANCE OR NON-PERFORMANCE BY ANY OFFICER, AGENT OR EMPLOYEE OF THE DEVELOPER, COLLIER'S RESERVE ASSOCIATION OR ANY LICENSEE, FRANCHISEE, SUCCESSOR OR ASSIGN OF THE DEVELOPER, COLLIER'S RESERVE ASSOCIATION OR THE CABLE SYSTEM OR SECURITY SYSTEM OPERATORS. FURTHER, IN NO EVENT WILL DEVELOPER OR COLLIER'S RESERVE ASSOCIATION, THEIR AFFILIATES OR SUCCESSORS, OFFICERS, DIRECTORS, PARTNERS, MEMBERS, SHAREHOLDERS, EMPLOYEES OR AGENTS, THE CABLE SYSTEM OR SECURITY SYSTEM OPERATORS OR PROVIDERS OR THEIR SUCCESSORS OR ASSIGNS BE LIABLE FOR CONSEQUENTIAL DAMAGES, WRONGFUL DEATH, PERSONAL INJURY OR COMMERCIAL LOSS.

ARTICLE XIV COMPLIANCE AND DEFAULT; REMEDIES.

Section 1. Obligations of Members; Remedies at Law or In Equity; Levy of Fines and Suspension of Use Rights. Each Member and the Member's Family members, Tenants, Guests and Invitees, are governed by, and must comply with all laws, and the Governing Documents. Actions at law or in equity, or both, to redress alleged failure or refusal to comply with the law or the Governing Documents may be brought by the Association or by any Members against:

(a) The Association. The Association may, but shall not be required to, seek enforcement of the Governing Documents. Without limiting the intended generality of the foregoing sentence, the Board shall have the discretion, without further liability to the Association or Members, to decline to take action in cases as to which legal counsel has advised of a reasonable probability of failure on the merits, or in situations which involve disputes, complaints, or allegations of violation of the Governing Documents involving the interest of the Owners of two or more different Parcels, including, but not limited to, noise complaints, nuisance allegations, pet complaints, and the like;

(b) A Member;

(c) Any Director or Officer who willfully and knowingly fails to comply with the provisions of law or the Governing Documents; and

(d) Anyone who owns occupies property in the Development as an Owner, Family member, Tenant, Occupant, Invitee, Resident or Guest. Owners shall be jointly and severally liable for violations of the Governing Documents or damage to the Common Areas by their Family members, Tenants, Guests, Invitees, Residents and Occupants.

Second Amended and Restated Declaration of Protective Covenants

Page 42 of 45

The prevailing party in any such litigation is entitled to recover reasonable attorneys' fees and costs at all levels including fees spent in the determination of entitlement to and amount of attorneys' fees, and in any appeal or supplementary or ancillary proceeding. This Article does not deprive any person of any other available right or remedy. Disputes subject to presuit mediation under the Act shall be subject to that procedure. In any dispute subject to presuit mediation where emergency relief is required, a motion for temporary injunctive relief may be filed with a court without first complying with the presuit mediation requirements of the Act.

Section 2. Fining and Suspension. Pursuant to the Act, the Board may, but is not obligated to, impose reasonable fines against and suspend Common Area use rights of any Member or any Members' Family members, Tenant, Guest, Resident, Occupant, or Invitee for the failure of the Owner or his Family members, Tenants, Guests, Residents, Occupants, or Invitees to comply with any provision of the Governing Documents. A fine may not exceed Two Hundred Fifty Dollars (\$250.00) per violation. A fine may be levied for each day of a continuing violation, with a single notice and opportunity for hearing, except that the fine may not exceed Two Thousand Five Hundred Dollars (\$2,500.00) in the aggregate. Fines of One Thousand Dollars (\$1,000.00) or more may become a lien against the Owner's property in the Development. No fine shall be imposed by the Board without at least fourteen (14) days' notice to the person sought to be fined or suspended and an opportunity for a hearing before a Committee of at least three members appointed by the Board who are not Officers, Directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an Officer, Director, or employee. If the Committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. The role of the Committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board. If the Board imposes a fine or suspension, the Association must provide written notice of such fine or suspension by mail or hand delivery to the Owner and, if applicable, to any Family member, Tenant, Guest, Resident, Occupant, or Invitee of the Owner. The Board may establish additional rules or procedures as it deems appropriate to govern the fining and suspension process and ensure compliance with the Act. If, at any time, the Act is amended to require a different procedure prior to the imposition of a fine or suspension, the Association shall operate as required by the Act.

Section 3. Availability of Remedies. Each Member, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of violations regardless of the harshness of the remedy sought by the Association and regardless of the availability of other legal remedies. It is the intent of all Members to give the Association methods and procedures which will enable it to operate on a businesslike basis, to collect those monies due it and to preserve the Owners' right to enjoy the Community free from nuisances or unreasonable annoyance.

Section 4. Remedies Cumulative. All rights, remedies and privileges granted to the Association or Owners under any terms, provisions, covenants, or conditions of the Governing Documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising such

other additional rights, remedies, or privileges as may be granted by the Governing Documents, or at law or in equity. It shall not be presumed that money damages shall be an adequate remedy for violations of the Governing Documents.

ARTICLE XV MISCELLANEOUS

Section 1. Savings Clause. If any provision, or portion thereof, of the Governing Documents, as the same now exist or as may be later amended, shall be held invalid by any Court, or other governmental agency with proper authority to so hold, the validity of the remainder of said Governing Documents shall remain in full force and effect.

Section 2. Heirs, Successors and Assigns. These Governing Documents shall be binding upon the heirs, nominees, successors, administrators, executors and assigns of all Owners.

Section 3. Notices. Any notice required to be sent to any Parcel Owner, or the Golf Course Property Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of Parcel Owner or Golf Course Property Owner as their address appears on the records of the Association at the time of such mailing.

Section 4. Compliance with Fair Housing Laws. There shall be no limitation upon sale, lease, or occupancy of any Parcel based upon race, creed, color, sex, religion, national origin, handicap, or familial status. The Association may make reasonable accommodations, including reasonable waiver of the covenants and restrictions of the Governing Documents, when necessary to afford handicapped individuals the opportunity to enjoy the Community, or to comply with other legal requirements.

Section 5. Conflicts. In the event of a conflict between any provision of the Governing Documents and the Act, the Act shall control, except in cases where the Act permits the Governing Documents to regulate the subject, in which case the Governing Documents shall control. In the event of a conflict between this Declaration and the other Governing Documents, same shall be governed as provided in the Bylaws.

Section 6. Interpretation. The Board is responsible for interpreting the provisions of the Governing Documents. The Board's interpretations shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by the Association's legal counsel that an interpretation adopted by the Board is not wholly unreasonable shall establish conclusively the interpretation as valid.

Section 7. Captions and Headings. The headings and captions used in the Governing Documents are solely for convenience sake and shall not be considered a limitation of any nature in interpreting the Governing Documents.

Section 8. Waiver. The failure of the Association to enforce any right, provision, covenant or condition which may be granted by the Governing Documents shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant or condition in the future.

Section 9. Plurality; Gender. Wherever the context so permits, the singular includes the plural, the plural includes the singular, and the use of any gender includes all or no genders.

Section 10. Restrictions Prevail Over Less Stringent Governmental Regulations. If the covenants and restrictions set forth in this Declaration impose minimum standards more stringent than governmental standards and regulations, the covenants and restrictions in this Declaration shall prevail unless otherwise precluded by Florida law.

Section 11. Occupants Bound. All provisions of the Declaration, Bylaws and of any Policies and Procedures or Guidelines promulgated pursuant thereto which govern the conduct of Owners, and which provide for sanctions against Owners shall also apply to all Occupants even though Occupants are not specifically mentioned. Fines may be levied against Owners or Occupant. If a fine is first levied against an Occupant and is not paid timely, the fine may then be additionally levied against the Owner as a Charge.

Section 12. Use of Property Name. All parties owning or otherwise making any use of any portion of the Development shall be deemed, by virtue of accepting such ownership or making such use, to have covenanted and agreed that (a) "Collier's Reserve" and "Collier's Reserve Country Club" are, or may become, registered trademarks or service marks of the Country Club and/or the Association; (b) no usage of the trademarks, service marks or names, or any variation thereof will be made in naming or referring to any business or activity within or outside the Development or in describing or referring to the location of any business or enterprise conducted within or outside of the Development except by Country Club or the Association; and (c) generally, no usage of either trademark, service marks or name will be made whatsoever without the express prior written approval of Country Club or the Association.

Section 13. Duration. The Covenants of this Declaration shall run with and bind the property described in the attached Exhibit "C," and shall inure to the benefit of and be enforceable by the Association, and each Owner of any land subject to this Declaration, the ARC, and their respective legal representatives, heirs, successors and assigns, for a term of twenty-nine years from December 21, 1992, which is the date the Original Declaration was recorded, following which the terms hereof shall be automatically extended for successive periods of ten years each unless a certificate of termination has been previously recorded pursuant to Article XII hereinabove.

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
COLLIER'S RESERVE ASSOCIATION, INC.**

These are the Amended and Restated Articles of Incorporation of Collier's Reserve Association, Inc., originally filed with the Florida Department of State on the 9th day of December 1992, under Charter Number N92000000684. Amendments included have been added pursuant to Chapter 617, Florida Statutes (2019).

For historical reference, the street address of the initial principal office was 3003 Tamiami Trail North, Naples, Florida 33940. The name and address of the original incorporator is Collier Development Corporation, a Florida corporation, 3003 Tamiami Trail North, Naples, Florida 33940. The street address of the initial registered office was 3003 Tamiami Trail North, Naples, Florida 33940 and the name of the initial registered agent was Jeffrey M. Birr. The name and address of the current registered office is Myers, Brettholtz & Co., PA, 12671 Whitehall Drive, Fort Myers, Florida 33907. The Board of Directors may, from time to time, change the designation of the principal office, the mailing address of the corporation, the registered office and the registered agent, in the manner provided by law.

1. NAME. The name of the corporation is COLLIER'S RESERVE ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association," the Declaration of Protective Covenants for Collier's Reserve as "Declaration," these Articles of Incorporation as the "Articles," and the Bylaws of the Association as the "Bylaws."

2. PURPOSE. The purpose for which the Association is organized is to serve as a "Homeowners' Association" as described in Section 720.301, Florida Statutes, including, but not limited to, the power to operate, administer, and manage the Common Areas in Collier's Reserve in accordance with the Declaration and other Governing Documents, and to provide for the architectural control and the administration and enforcement of covenants and restrictions applicable to the Parcels in Collier's Reserve.

3. DEFINITIONS. The terms used in these Articles shall have the same definitions and meaning as those set forth in the Declaration of Protective Covenants for Collier's Reserve, recorded in Official Records Book 1781, at Page 149, *et seq.*, of the Public Records of Collier County, Florida, and as subsequently amended, and as provided in the Act (as defined in the Declaration), unless herein provided to the contrary, or unless the context otherwise requires.

4. POWERS. The powers of the Association shall include the following:

4.1 General. The Association shall have all of the common law and statutory powers of a corporation not for profit under the laws of Florida that are not in conflict with the provisions of the Declaration, these Articles or the Bylaws.

Exhibit "A" to Second Amended and Restated Declaration of Protective Covenants
(Amended and Restated Articles of Incorporation)

Page 1 of 6

4.2 Enumeration. The Association shall have all the powers and duties set forth in Chapters 617 and 720, Florida Statutes, as amended from time to time, except as they may be limited by the Declaration, these Articles, and the Bylaws (all as they may be amended from time to time), including, but not limited to, the following:

4.2.1 To make and collect Assessments and other Charges against Members as Owners within Collier's Reserve, and to use the proceeds thereof in the exercise of its powers and duties.

4.2.2 To buy, own, operate, lease, sell, license, and trade both real and personal property and to grant easements and licenses as to same as may be necessary or convenient in the administration of the Association.

4.2.3 To maintain, repair, replace, reconstruct, add to, improve, and operate the Common Areas and other property acquired or leased by the Association.

4.2.4 To purchase insurance upon the Association's property and insurance for the protection of the Association, and its Officers, Directors, and other persons or entities deemed appropriate by the Association.

4.2.5 To make and amend Rules and Regulations concerning the transfer, use, appearance, maintenance, and occupancy of the Parcels, and the Common Areas, and to enact rules, policies, and resolutions pertaining to the operation of the Association, subject to any limitations contained in the Declaration.

4.2.6 To approve or disapprove the leasing, transfer, mortgaging, ownership, and possession of Parcels, as may be provided by the Declaration.

4.2.7 To enforce by legal means the provisions of the Declaration, these Articles, the Bylaws, the Rules and Regulations, and the policies of the Association.

4.2.8 To contract for the management of the Association and any facilities used by the Owners, and to delegate to the party with whom such contract has been entered into all of the powers and duties of the Association except those which require specific, non-delegable approval of the Board of Directors or the membership of the Association.

4.2.9 To employ personnel to perform the services required for proper operation of the Association.

4.2.10 To make contracts and incur liabilities, borrow money at such rates of interest as the Board may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage and pledge of all or any of its property, franchises, Assessments, Special Assessments, income or rights.

Exhibit "A" to Second Amended and Restated Declaration of Protective Covenants
(Amended and Restated Articles of Incorporation)

Page 2 of 6

4.3 Association Property. All funds and the titles of all properties acquired by the Association and their proceeds shall be held for the benefit and use of the Members in accordance with the provisions of the Declaration, these Articles and the Bylaws.

4.4 Distribution of Income. The Association shall make no distribution of income to Directors or Officers, or except as may be authorized by the Board to Members.

4.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration, these Articles, and the Bylaws.

5. MEMBERS. The Members of the Association shall be the record Owners of legal title to the Parcels in the Community and Owner of the Golf Course Property. Membership shall become effective upon recording in the Public Records of Collier County, Florida, a deed or other instrument evidencing legal title to a Parcel or the Golf Course Property. A copy of the recorded deed or other instrument evidencing legal title to a Parcel must be supplied to the Association within thirty (30) days of recordation of the instrument.

6. TERM OF EXISTENCE. The Association shall have perpetual existence; however, if the Association is dissolved by vote of 75% of the entire Voting Interests, the property consisting of the Surface Water Management System will be conveyed to an appropriate agency of local government. If this is not accepted, then the Surface Water Management System will be dedicated to a similar non-profit corporation.

7. OFFICERS. The affairs of the Association shall be administered by the Officers designated in the Bylaws. The Officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the Members of the Association and shall serve at the pleasure of the Board of Directors. The Bylaws may provide for the removal from office of Officers, for filling vacancies, and for the duties of the Officers.

8. DIRECTORS.

8.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a Board consisting of the number of Directors determined by the Bylaws, but which shall consist of not less than three (3) Directors.

8.2 Duties and Powers. All of the duties and powers of the Association existing under the Declaration, these Articles, the Bylaws, and the Rules and Regulations (all as amended from time to time) shall be exercised exclusively by or under the direction of the Board of Directors, or as may be delegated to its Officers, agents, contractors or employees, subject only to approval by Members when such approval is specifically required.

Exhibit "A" to Second Amended and Restated Declaration of Protective Covenants
(Amended and Restated Articles of Incorporation)

Page 3 of 6

8.3 Election; Removal. Directors of the Association shall be elected at the annual meeting of the Members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

9. BYLAWS. The Bylaws of this corporation may be altered, amended or repealed in the manner provided in the Bylaws.

10. AMENDMENTS. These Articles may be amended in the following manner:

10.1 Proposal of Amendments. An amendment may be proposed by the President of the Association, the Directors, or by twenty-five percent (25%) of the entire Voting Interests.

10.2 Proposed Amendment Format. Proposals to amend existing Articles of Incorporation shall contain the full text of the article to be amended. New words shall be underlined and words to be deleted shall be ~~lined through~~. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF ARTICLES OF INCORPORATION. SEE ARTICLE NUMBER ____ FOR PRESENT TEXT."

10.3 Notice. Written notice setting forth the proposed amendment or a summary of the changes shall be included in the notice of any meeting at which a proposed amendment is to be considered or in connection with documentation for action without a meeting.

10.4 Adoption of Amendments. A resolution for the adoption of a proposed amendment may be adopted by a vote of at least seventy-five percent (75%) of the entire Voting Interests. Amendments correcting errors, omissions, scrivener's errors, violations of applicable law, conflicts between the Governing Documents, or if determined necessary and desirable by the Board to comply with the requirements of the secondary mortgage market, may be executed by the Officers of the Association, upon Board approval, without need for Association membership vote. The Board may also adopt amendments necessary to comply with the requirements of any governmental entity.

10.5 Effective Date. An amendment when adopted shall become effective after being recorded in the Collier County Public Records according to law and filed with the Secretary of State according to law.

10.6 Automatic Amendment. These Articles shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration. Whenever the Act, Chapter 617, Florida Statutes or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in these Articles, the Board may operate the Association pursuant to the less stringent requirements without the need to change these Articles. The Board, without a vote of the Members, may also adopt by majority vote, amendments to these Articles of Incorporation as the Board deems

Exhibit "A" to Second Amended and Restated Declaration of Protective Covenants
(Amended and Restated Articles of Incorporation)

Page 4 of 6

necessary to comply with such operational changes as may be enacted by future amendments to Chapters 607, 617, and the Act, or such other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.

11. INDEMNIFICATION.

11.1 Indemnity. The Association shall indemnify any Officer, Director, or Committee member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a Director, Officer, or Committee member of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, unless (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person failed to act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. It is the intent of the membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their Officers, Directors, and Committee members as permitted by Florida law. In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association.

11.2 Defense. To the extent that a Director, Officer, or Committee member of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Article 11.1 above, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

11.3 Advances. Reasonable expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the affected Director, Officer, or Committee member to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized by this Article 11. However, if the Board, by majority vote, determines that the person seeking advancement did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his

Exhibit "A" to Second Amended and Restated Declaration of Protective Covenants
(Amended and Restated Articles of Incorporation)

Page 5 of 6

conduct was unlawful, the Association shall not be obligated to pay for any expenses incurred prior to the final disposition of the subject action.

11.4 Miscellaneous. The indemnification provided by this Article 11 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of Members, or otherwise, and shall continue as to a person who has ceased to be a Director, Officer, or Committee member and shall inure to the benefit of the heirs and personal representatives of such person.

11.5 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, Committee member, employee, or agent of the Association, or a Director, Officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the duty to indemnify him against such liability under the provisions of this Article.

Exhibit "A" to Second Amended and Restated Declaration of Protective Covenants
(Amended and Restated Articles of Incorporation)

Page 6 of 6

LAW OFFICES
BECKER & POLIAKOFF, P.A.
NORTHERN TRUST BUILDING • 4001 TAMiami TRAIL N. SUITE 270 • NAPLES, FL 34103
TELEPHONE (239) 552-3200

**SECOND AMENDED AND RESTATED
BYLAWS
OF
COLLIER'S RESERVE ASSOCIATION, INC.**

1. IDENTITY. These are the Second Amended and Restated Bylaws (hereinafter "Bylaws") of Collier's Reserve Association, Inc. (the "Association"), a not-for-profit corporation organized under the laws of Florida for the purpose of operating Collier's Reserve pursuant to the Florida Not-For-Profit Corporation Act, as it may be amended from time to time, and as a homeowners' association pursuant to Florida Statute Chapter 720, as it same may be amended from time to time (the "Act").

1.1 Office. The office of the Association shall be at such location, as may from time to time be determined by the Board.

1.2 Fiscal Year. The fiscal year of the Association shall be the calendar year, unless otherwise determined by the Board.

1.3 Seal. The corporate seal of the Association shall be inscribed with the name of the Association, the year of its organization, and the words "Florida" and "not for profit." The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the corporation where a seal may be required. A common seal may be used in lieu of a raised corporate seal and in no event shall a seal be required to validate corporate actions unless specifically required by law.

1.4 Definitions. The definitions set forth in the Declaration of Protective Covenants for Collier's Reserve, as amended from time to time, and the Act shall apply to terms used in these Bylaws.

2. MEMBERS.

2.1 Qualifications. The Members of the Association shall be the record Owners of legal title to the Parcels in the Community and Owner of the Golf Course Property. Membership shall become effective upon recording in the Public Records of Collier County, Florida, a deed or other instrument evidencing legal title to a Parcel or the Golf Course Property. A copy of the recorded deed or other instrument evidencing legal title to a Parcel must be supplied to the Association within thirty (30) days of recordation of the instrument.

2.2 Voting Interests.

2.2.1 Allocation. The Parcel Members of the Association are entitled to one vote for each Lot owned by them. There is a total of 228 Parcels. The Owner of the Golf Course Property is entitled to twenty-three (23) votes. The total number of Voting Interests equals the total number

Exhibit "B" to Second Amended and Restated Declaration of Protective Covenants
(Second Amended and Restated Bylaws)

Page 1 of 14

of Parcels subject to the Declaration (228) plus the number of Voting Interests assigned to the Golf Course Property (23) for a total of 251 Voting Interests. Owners of 1.5 Lots with a Home thereon shall have 1.5 votes. Owners of two Lots with a Home thereon shall have two votes. **Suspension of Voting Rights.** The Voting Interests and rights of a Member may be suspended by the Board in accord with Article III, Section 4 of the Declaration and Florida law. Any suspension of a Member's Voting Interests shall not affect or change in any way either such Member's obligation to pay any Assessment, Charge or other debt owed to the Association, or the basis on which Common Expenses are assessed by the Board and shared by Members. No person may cast a vote allocated to a Parcel or Member when the applicable Voting Interest is suspended.

Any and all suspended Voting Interests shall be subtracted from the number of votes required for any vote or quorum arising during the period of suspension. During the period of suspension, a Voting interest or consent right allocated to the Parcel or Member subject to the suspension may not be counted toward the total number of Voting Interests for any purpose, including the number required to (i) constitute a quorum; (ii) conduct an election; or (iii) approve an action under the Declaration, the Governing Documents or Florida law.

2.2.3 Persons Authorized to Cast Votes. The President of the Country Club or his designee shall cast the votes for the Golf Course Property Owner. If a Parcel is owned by multiple individuals, such as a husband and wife, any record Owner may vote on behalf of the Parcel. If a Parcel is owned by a corporation, any officer may vote on behalf of said corporation. If a Parcel is owned by a partnership, any general partner thereof may vote on behalf of the partnership. If a Parcel is owned in trust, any trustee of that trust shall be entitled to vote. If a Parcel is owned by a limited liability company, any member, manager or Officer may vote on behalf of the limited liability company. Any person with apparent authority asserting the right to vote on behalf of a Parcel owned by an artificial entity shall be presumed to be entitled to vote on behalf of said Parcel, unless the Parcel has filed voting instructions with the Association designating someone else as the person entitled to vote or if the Association has reasonable cause to believe the person asserting authority is not eligible to vote. If multiple Owners or non-individual Owners of a Parcel cannot agree on how a vote is to be cast, the vote shall not be counted as to the issue upon which disagreement exists. Voting certificates are not necessary. **Approval or Disapproval of Matters.** Whenever the decision or approval of the Owner of a Parcel or Member is required upon any matter, whether or not the subject of an Association meeting, such decision or approval may be expressed by any person authorized to cast the vote of such Parcel at an Association meeting as stated in Article 2.2 above, unless the joinder of all Owners is specifically required by law or an express requirement in the Governing Documents.

2.4 Change of Membership. A change of membership in the Association shall be established by the new Member's membership becoming effective as provided in Article 2.1 above. At that time the membership of the prior Owner shall be terminated automatically.

2.5 Termination of Membership. The termination of membership in the Association does not relieve or release any former Member from liability or obligations incurred under or in

Exhibit "B" to Second Amended and Restated Declaration of Protective Covenants
(Second Amended and Restated Bylaws)

Page 2 of 14

any way connected with the Development during the period of his membership, nor does it impair any rights or remedies which the Association may have against any former Owner or Member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

3. MEMBERS' MEETINGS; VOTING.

3.1 Annual Meeting. There shall be an annual meeting of the Members in each calendar year, or at a minimum within fifteen (15) months of the prior annual meeting. Failure to hold an annual meeting does not cause a forfeiture or give cause for dissolution of the corporation, nor does such failure affect otherwise valid corporate acts, except as provided in Section 617.1430, Florida Statutes, as amended from time to time. The annual meeting shall be held on a day and at a time and place designated by the Board, for the purpose of electing Directors and transacting any business duly authorized to be transacted by the Members.

3.2 Special Meetings. Special Members' meetings shall be held whenever called by the President or by the Board, and shall be called by the President or Secretary within a reasonable time of receipt of a petition of Members holding at least twenty-five percent (25%) of the entire Voting Interests. The business at any special meeting shall be limited to the items specified in the notice of meeting.

3.3 Notice of Members' Meetings; Waiver of Notice. Notice of all Members' meetings must state the time, date, and place of the meeting. The notice of meeting must be mailed to each Member at the address which appears on the books of the Association, or may be furnished by personal delivery or electronic transmission, as provided by law. The Member is responsible for providing the Association with notice of any change of address. The Association shall only be obligated to mail or deliver notice to one location, no matter how many persons own a Parcel and no matter how many other residences such Owner may have. In the absence of written direction to the contrary, notices will be given to the address of the Parcel. The Notice of Meeting must be mailed, delivered or electronically transmitted at least fourteen (14) days before the meeting. An affidavit of the Officer or other person making such mailing or delivery shall be retained in the Association records as proof of mailing. Attendance at any meeting by a Member constitutes waiver of notice by that Member unless the Member objects to the lack of notice at the beginning of the meeting and attends solely to object to notice. A Member may waive notice of any meeting at any time, but only by written waiver or attendance. Notice to the Members of meetings of the Board, meetings of a Committee for which the Act requires notice in the same manner as meetings of the Board, and annual and special meetings of the Members, may be electronically transmitted or posted as provided by law. Consent by a Member to receive notice by electronic transmission must be in writing, if required by law, and shall be revocable, as provided by law.

3.4 Quorum. A quorum at meetings of the Members shall be attained by the presence, either in person or by proxy (or for elections, absentee ballot), of Members entitled to cast at least thirty percent (30%) of the votes of the entire Voting Interests. Those Members whose voting rights

Exhibit "B" to Second Amended and Restated Declaration of Protective Covenants
(Second Amended and Restated Bylaws)

Page 3 of 14

are suspended shall be subtracted from the number of votes required for purposes of determining whether a quorum is present. After a quorum has been established at a Members' meeting, the subsequent withdrawal of any Members, so as to reduce the number of Voting Interests represented below the number required for a quorum, shall not affect the validity of any action taken at the meeting before or after such persons leave.

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

3.6 Proxies; Voting. To the extent lawful, any Member entitled to attend and vote at a Members' meeting may establish his presence and cast his vote by proxy. Only Members or the spouse of a Member may be delegated (including through use of a Power of Attorney) the right to vote at Association meetings, to hold proxies, or attend Association meetings provided that the Board may designate agents of the Association (including, but not limited to, Association legal counsel or the Association's manager) as an eligible proxyholder and may permit such persons to attend Association meetings. A proxy shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting, and no proxy is valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. A photographic, photostatic, facsimile, electronic or equivalent reproduction of a signed proxy is a sufficient proxy. Owners may retroactively cure any alleged defect in a proxy by signing a statement ratifying the Owner's intent to cast a proxy vote. The use of proxies is to be liberally construed.

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

3.8 Order of Business. The order of business at annual Members' meetings and, as far as applicable at all other Members' meetings, shall be:

3.8.1 Call to order by the President;

3.8.2 At the discretion of the President, appointment by the President of a chairman of the meeting (who need not be a Member or a Director);

3.8.3 Call of the roll or determination of quorum;

Exhibit "B" to Second Amended and Restated Declaration of Protective Covenants
(Second Amended and Restated Bylaws)

Page 4 of 14

- 3.8.4 Proof of Notice;
- 3.8.5 Appointment by the President (or chairman) of inspectors of election;
- 3.8.6 Election of Directors;
- 3.8.7 Reading or disposal of minutes of the last Members' meeting;
- 3.8.8 Reports of Officers, if any;
- 3.8.9 Reports of Committees, if any;
- 3.8.10 Unfinished business, if any;
- 3.8.11 New Business Designated on Agenda;
- 3.8.12 Adjournment.

The President shall preside over all membership meetings. In his absence, a Vice President shall preside, or in the absence of both, the membership shall select a Chairman (who need not be a Member or a Director); provided that the Board may designate agents of the Association (including, but not limited to, Association legal counsel or the Association's manager) as Chairman.

3.9 Minutes. Minutes of all meetings of Members and of the Board shall be kept in a businesslike manner and available for inspection by Members, as provided by law.

3.10 Action Without a Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any annual or special meeting of Members, or any action which may be taken at any annual or special meeting of such Members, may be taken without a meeting, without prior notice, and without a vote, if a consent in writing setting forth the action so taken shall be signed by the requisite number of Voting Interests to approve the action.

4. BOARD. The administration of the affairs of the Association shall be by a Board. All of the powers of the Association existing under the laws of Florida generally, the Florida Not For Profit Corporation Statute, the Act, and the Governing Documents, all as amended from time to time, shall be exercised exclusively by or under the direction of the Board, or a duly authorized Board member, Officer, Committee member, agent, contractor, or employee, when said powers or duties have been delegated by the Board, subject only to the approval by Members when such is specifically required. In the event of a question or dispute whether a Board power has been properly delegated, the Board may ratify such action at a duly noticed meeting of the Board, and such ratification shall relate back to the act in question unless otherwise specified by the Board.

Exhibit "B" to Second Amended and Restated Declaration of Protective Covenants
(Second Amended and Restated Bylaws)

Page 5 of 14

4.1 Number and Terms of Service. The number of Directors which shall constitute the whole Board shall be seven. All Directors will be elected for a three-year terms. It is the intention of these Bylaws that a staggered Directorate be maintained. To maintain a staggered Directorate, the Board may hold seats in future elections open for one, two or three year terms, when necessary or appropriate. In any election where candidates are elected for different terms, those candidates receiving the higher number of votes shall be elected to the lengthier term. In the event that there is no election, the Directors who are seated shall agree amongst themselves which shall serve the two-year terms, and which shall serve the one-year terms. This decision shall be recorded in the minutes of a duly noticed Board meeting. In the event the Directors cannot agree on which among them shall serve the lengthier and shorter terms, the Board shall hold a “run-off” election, wherein those receiving the most votes will be elected to a lengthier term. Directors shall be elected in accordance with the Act, these Bylaws and the election rules, if any, and the process established and utilized by the Board. No Director may serve more than two consecutive three (3) year terms without a one-year hiatus in service. Partial terms arising from appointment to fill vacancies shall not be included in this computation.

4.1.1 The Board shall appoint a nominating committee. The nominating committee shall nominate one person for each Director’s seat to be voted upon by Members. Other nominations from the floor at the annual meeting shall be accepted.

4.1.2 The Board may prescribe the method of voting and the instructions used, which may include proxies, absentee ballots, and ballots used at meetings. When absentee ballots are used with return verification those who vote by absentee ballot shall be counted in determining the meeting quorum. The election shall be by ballot. The Board may require all ballots to be received by the Association at some point prior to the annual meeting so that the votes can be tallied prior to the annual meeting and the results announced at the annual meeting. Elections shall be determined by a plurality of the votes cast. The candidates who are elected shall take office upon the adjournment of the annual meeting.

4.1.3 A Director’s term ends at the adjournment of the third annual meeting following his election, unless he sooner dies, resigns, is recalled, or becomes ineligible for Board membership due to no longer owning a Parcel, or becomes ineligible under these Bylaws or the Act.

4.2 Qualifications. Directors must be Members eligible to vote or spouses of Members. When a Parcel is owned by a corporation, a partnership, limited liability company or similar entity, any eligible voter, as described in Article 2.2 of these Bylaws, and the spouses of such persons, shall be eligible for Board service. When a Parcel is held in trust, grantors, trustees and beneficiaries of the trust (provided that the beneficiaries occupies the Parcel), and the spouses of such persons, shall be eligible for Board membership. If a grantor, trustee or beneficiary of a trust, or the spouse of such person, seeks candidacy and such person is not identified on the deed to the Parcel as the grantor, trustee or beneficiary of the trust, a copy of the trust document, affidavit of trust or abstract of trust prepared by a licensed attorney must be provided to the Association at

Exhibit “B” to Second Amended and Restated Declaration of Protective Covenants
(Second Amended and Restated Bylaws)

Page 6 of 14

least thirty-five (35) days prior to the date of the annual meeting. The trust document can be redacted to keep financial information confidential; however, the document must clearly indicate the grantor, trustee and the beneficiaries of the trust. No two individuals from the same Parcel shall be eligible to serve on the Board at the same time, unless they own more than one Parcel, in which case eligibility is limited to one Director per Parcel.

4.3 Vacancies on the Board. If the office of any Director becomes vacant for any reason, other than recall of a majority of the Board by the Members, a majority of the remaining Directors or the sole remaining Director, though less than a quorum, may choose a successor to serve for the remainder of the unexpired term. If the Association fails to fill vacancies on the Board sufficient to constitute a quorum, or if no Director remains on the Board, the vacancy may be filled by the Members (via a special meeting of the Membership which may be called by a single Member) or any Member may apply to the Circuit Court for the appointment of a receiver to manage the Association's affairs, in the manner provided by law.

4.4 Removal and Resignation of Directors. Any or all Directors may be removed with or without cause by a majority vote of the entire Voting Interests, either by a written petition, or at any meeting called for that purpose, in the manner required by the Act. A Director who ceases to be Member of the Association (or spouse of a Member) or an eligible entity representative, or a Director who fails to meet the qualifications set forth in the Act shall become ineligible for Board service on the date of such disqualification, delinquency, conviction, charge or indictment and his seat shall be deemed vacated as of that date. Any Director may resign his office at any time, in writing (including e-mail) addressed to any other Director, the manager or management company, Association legal counsel, or the Association's registered agent, and such resignation shall take effect from the time of its receipt by such person, unless some later time be fixed in the resignation, and then from that date. Resignations need not be accepted by the Board and cannot be rescinded after being given, even if not effective until a later date.

4.5 Organizational Meeting. The annual organizational meeting of the new Board shall be held within ten (10) days after the annual meeting. The organizational meeting may be held immediately following the annual meeting, in which case the noticing of such meeting may be effectuated by the Board existing prior to the election.

4.6 Other Meetings. Meetings of the Board may be held at such time and place as shall be determined from time to time by the President or the Board. Notice of meetings shall be given to each Director, personally or by mail, telephone, electronic transmission or telegram at least forty-eight (48) hours prior to the time of such meeting.

4.7 Notice to Owners. A meeting of the Board occurs whenever a quorum of the Board simultaneously gathers (in person, by telephone, or video conferencing, or any combination thereof) to conduct Association business. All meetings of the Board shall be open to Members except for (a) meetings between the Board and the Association's attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the

Exhibit "B" to Second Amended and Restated Declaration of Protective Covenants
(Second Amended and Restated Bylaws)

Page 7 of 14

attorney-client privilege; (b) meetings regarding personnel matters; and (c) such other meetings permitted to be closed by the Act. Notices of all Board meetings shall be posted conspicuously in the Community for at least forty-eight (48) continuous hours in advance of each Board meeting, except in an emergency. In the alternative to the posting requirements discussed above, notice of each Board meeting must be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. An assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments. Members have the right to speak, for at least three (3) minutes, on any matter that is placed on the Board meeting agenda or is considered by the Board at a meeting. The Board may adopt reasonable, written rules governing the rights of Members to speak and governing the frequency, duration, and other manner of Member statements, which rule must be consistent with the minimum requirements of the Act. Any Member may record meetings of the Board and meetings of the Members, but may not post such recordings on any website or other media which can readily be viewed by persons who are not Members of the Association. The Board may adopt reasonable rules governing the recording of meetings of the Board and the membership.

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

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

4.10 Vote Required. The acts approved by a majority of those Directors present and voting at a meeting for which a quorum is established shall constitute the acts of the Board, except when approval by a greater number of Directors is required by the Governing Documents or by applicable statutes. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of Officers. After a quorum has been established at a Board meeting, the subsequent withdrawal of any Directors, so as to reduce the number of Directors represented below the number required for a quorum, shall not affect the validity of any action taken by a majority of the Directors present at the meeting before or after such persons leave.

4.11 Adjourned Meetings. The majority of the Directors present at any meeting of the Board, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a specific date, time and place. No further notice needs to be given to Directors or Members, provided that the specific date, time and location of the adjourned meeting was announced at the original meeting.

Exhibit "B" to Second Amended and Restated Declaration of Protective Covenants
(Second Amended and Restated Bylaws)

Page 8 of 14

4.12 The Presiding Officer. The President, or in his absence, a Vice-President, shall be the presiding Officer at all meetings of the Board. If neither is present, the presiding Officer shall be selected by majority vote of the Directors present; provided however, that the Board may designate agents of the Association (including, but not limited to, Association legal counsel or the Association's manager) as Chairman.

4.13 Compensation of Directors and Officers. Neither Directors nor Officers shall receive compensation for their services as such. Directors and Officers may be reimbursed for actual and appropriate out-of-pocket expenses relating to the proper discharge of their respective duties, subject to any procedures adopted by the Board with respect to reimbursement. Assistant Officers may be compensated as approved by the Board.

4.14 Committees. The Board may appoint from time to time such standing or temporary Committees as the Board deem necessary and convenient for the efficient and effective operation of the Association. Any such Committee shall have the powers and duties assigned to it in the resolution or motion creating the Committee. Where required by the Act, Committee meetings shall be open to attendance by any Member, and notice of those Committee meetings shall be posted in the same manner as required in Article 4.7 above. All other Committees may meet and conduct their affairs in private without prior notice or Owner participation, unless otherwise directed by the Board.

4.15 Emergency Powers. In the event of an emergency, the Board may exercise the following emergency powers, and any other emergency powers authorized by law.

4.15.1 The Board may name assistant Officers, which assistant Officers shall have the same authority as the executive Officers to whom they are assisting during the period of the emergency, to accommodate the incapacity or unavailability of any Officer of the Association.

4.15.2 The Board may relocate the principal office or designate alternative principal offices or authorize the Officers to do so.

4.15.3 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 practicable manner, including publication or radio. The Director or Directors in attendance at such meeting shall constitute a quorum.

4.15.4 Corporate action taken in good faith during an emergency under this Article to further the ordinary affairs of the Association shall bind the Association and shall have the rebuttable presumption of being reasonable and necessary.

4.15.5 Any Officer, Director, or employee of the 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.

Exhibit "B" to Second Amended and Restated Declaration of Protective Covenants
(Second Amended and Restated Bylaws)

Page 9 of 14

4.15.6 These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

4.15.7 For purposes of this Article 4.15, an “emergency” exists only while the Community, or the immediate geographic area in which the Community is located, is subjected to:

4.15.7.1 a state of emergency declared by law enforcement authorities;

4.15.7.2 a hurricane warning;

4.15.7.3 a partial or complete evacuation order;

4.15.7.4 designated by federal or state government as a “disaster area;” or

4.15.7.5 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, tropical storm, tornado, war civil unrest, or acts of terrorism.

5. OFFICERS.

5.1 Officers and Elections. The executive Officers of the Association shall be a President, one or more Vice-Presidents, a Treasurer and a Secretary, all of whom must be Directors. All Officers shall be appointed annually by the Board. Any Officer may be removed with or without cause by vote of a majority of the Directors present at any properly noticed Board meeting. Any person may hold two or more offices as long as he qualifies for both offices; except the President and Secretary may not be the same person. The Board may, from time to time, appoint such other Officers, including Assistant Officers, and designate their powers and duties, as the Board deems necessary to manage the affairs of the Association. Assistant Officers need not be Directors or Members.

5.2 President. The President shall be the chief executive Officer of the Association. He shall preside at all meetings of the Members and Directors, shall be ex-officio a member of all standing Committees. He shall oversee the management of the business of the Association, and shall see that all policies, orders and resolutions of the Board are carried into effect. The President shall not have the authority to hire and fire employees or enter into contracts unless approved by the Board.

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

Exhibit “B” to Second Amended and Restated Declaration of Protective Covenants
(Second Amended and Restated Bylaws)

Page 10 of 14

5.4 Secretary. The Secretary shall attend or provide for proper documentation of all meetings of the Board and all meetings of the Members and shall cause all votes and the minutes of all proceedings to be kept. He shall give, or cause to be given, notice of all meetings of the Members and of the Board, and shall perform such other duties as may be prescribed by the Board or the President. He shall keep in safe custody the seal of the Association and, when authorized by the Board, affix the same to any instrument requiring it. Any of the foregoing duties may be performed by an Assistant Secretary, if one has been designated, or the Association's attorney, manager, or management company.

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

5.6 Resignation of Officer. Any Officer may resign his office at any time, in writing (including e-mail) addressed to any Director, the manager or management company, Association legal counsel, or the Association's registered agent, and such resignation shall take effect from the time of its receipt by such person, unless some later time be fixed in the resignation, and then from that date. Resignations need not be accepted by the Board and cannot be rescinded after being given, even if not effective until a later date.

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

6.1 Depository. The depository of the Association, in which the funds of the Association shall be deposited, shall be financial institutions authorized to do business in Florida which carry FDIC insurance or equivalent insurance, provided that such insurance is backed by the full faith and credit of the United States of America. All deposits shall be within the limits of such insurance. Principal of Association funds, whether reserves or operating funds, may not be placed at risk for investment purposes. Withdrawal of money from those accounts shall be only by checks or other withdrawal instruments signed by those persons as are authorized by the Directors or by electronic transfer protocols approved by the Board.

6.2 Budget. The Treasurer shall prepare and the Board shall adopt a budget of Association estimated revenues and expenses for each coming fiscal year. Once adopted, the Association shall provide to each Member 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 revenue and expense

Exhibit "B" to Second Amended and Restated Declaration of Protective Covenants
(Second Amended and Restated Bylaws)

Page 11 of 14

classifications. The estimated surplus or deficit as of the current year shall be shown and all fees or charges for recreational amenities shall be set out separately.

6.3 Reserves. The Board may establish in the budget one or more restricted reserve accounts for capital expenditures or improvements, deferred maintenance or contingencies. Board adopted reserve funds may be spent for any purpose approved by the Board except in cases where the use of reserves is restricted by the Act. The annual amounts proposed to be reserved shall be shown in the annual budget.

6.4 Contingency Funds. In addition to the reserves provided in Article 6.3 above, or in place of them, the Board may establish one or more “contingency funds” for contingencies and operating expenses for the Association. The purpose of these contingency funds is to provide financial stability and to minimize the need for Special Assessments on a frequent basis. The amounts proposed to be so reserved shall be shown in the proposed annual budget as a line item in the operating portion of the budget.

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

6.6 Special Assessments. Special Assessments may be imposed when necessary to meet unusual, unexpected, unbudgeted, non-recurring expenses, or expenses due to budgetary shortfalls. Special Assessments may be adopted by the Board. Special Assessments are due on the day specified in the resolution or motion approving such Special Assessments. Except in an emergency, a Special Assessment may not be levied unless a written notice of the meeting is provided to each Member at least fourteen (14) days before the meeting, which notice includes a statement that a Special Assessment will be considered at the meeting and the nature of the proposed Special Assessment. Written notice of any meeting at which Special Assessments will be considered must be mailed, delivered, or electronically transmitted to the Members not less than fourteen (14) days before the meeting, except in the case of an emergency.

6.7 Fidelity Bonds. The Association shall obtain and maintain adequate fidelity bonding, for each person (whether or not a Director) who controls or disburses Association funds, and the President, Secretary and Treasurer. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. The Association shall bear the cost of bonding of Directors and Officers. In the case of a community association manager or management firm, the cost of bonding may be allocated as the parties may agree. All persons providing management services to the Association, or otherwise having the authority to control or disburse Association funds, shall provide the Association with a

Exhibit “B” to Second Amended and Restated Declaration of Protective Covenants
(Second Amended and Restated Bylaws)

Page 12 of 14

certificate of insurance evidencing compliance with this paragraph, naming the Association as an insured under said policy. The Association may opt out of this requirement as provided in the Act.

6.8 Financial Reporting. The Board shall cause to be prepared an annual financial report as prescribed in the Act, unless waived as provided by law. The Association shall provide each Member with a copy of the financial report or a written notice that a copy of the financial report is available upon request at no charge to the Member.

6.9 Application of Payments. All payments made to the Association on account by an Owner shall be applied as specified in the Act.

7. RULES AND REGULATIONS: USE RESTRICTIONS. The Board may, from time to time, adopt and amend Rules and Regulations governing the Common Areas and Parcels within the Community subject to any limits contained in the Declaration. Written notice of any meeting at which Rules and Regulations that regulate the use, transfer, maintenance, appearance of Parcels may be adopted, amended, or revoked must be mailed, delivered, or electronically transmitted (to the extent permitted by law) to the Members and posted conspicuously in the Community or broadcast on closed-circuit television not less than fourteen (14) days before the meeting.

8. PARLIAMENTARY RULES. Robert's Rules of Order (latest edition) shall be used as a general, non-binding guide in the conduct of Members' meetings, Board meetings, and Committee meetings to ensure fairness, impartiality, and respect for minority views without unduly burdening majority rights. Meetings shall also be conducted in accordance with these Bylaws and the procedures established by the Board from time to time, including the form of voting documents to be used. The ruling of the Chair of the meetings, unless he or the Board designates a third person as Parliamentarian, shall be binding on all matters of procedure, unless contrary to law. The failure or alleged failure to adhere to Robert's Rules of Order shall not be used as a basis to legally challenge any action of the Association.

9. BYLAW AMENDMENTS. Amendments to the Bylaws shall be adopted in the following manner:

9.1 Proposal of Amendments. An amendment may be proposed by the President of the Association, the Directors, or by twenty-five percent (25%) of the entire Voting Interests.

9.2 Proposed Amendment Format. Proposals to amend the existing Bylaws shall contain the full text of the article to be amended. New words shall be underlined and words to be deleted shall be ~~lined through~~. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF BYLAWS. SEE ARTICLE NUMBER ____ FOR PRESENT TEXT."

Exhibit "B" to Second Amended and Restated Declaration of Protective Covenants
(Second Amended and Restated Bylaws)

Page 13 of 14

9.3 Notice. The subject matter of proposed amendments shall be included in the notice of any meeting at which a proposed amendment is to be considered or in connection with documentation for action without a meeting.

9.4 Adoption of Amendments. A resolution for the adoption of a proposed amendment may be adopted by a vote of at least two-thirds (2/3rds) of the entire membership of the Board and at least a majority of the entire Voting Interests of the Association. Amendments correcting errors, omissions, scrivener's errors, violations of applicable law, conflicts between the Governing Documents, or if determined necessary and desirable by the Board to comply with the requirements of the secondary mortgage market, may be executed by the Officers of the Association, upon Board approval, without need for Association membership vote. The Board may also adopt amendments necessary to comply with the requirements of any governmental entity.

9.5 Effective Date. An amendment when adopted shall become effective after being recorded in the Public Records of Collier County, Florida, according to law.

9.6 Automatic Amendment. Whenever the Act, Chapter 617 or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in the Governing Documents, the Board may operate the Association pursuant to the less stringent requirements without the need to change the Governing Documents. The Board, without a vote of the Members, may also adopt by majority vote, amendments to the Governing Documents as the Board deems necessary to comply with such operational changes as may be authorized by future amendments to Chapters 607, 617 and the Act, or other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.

10. MISCELLANEOUS.

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

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

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

Exhibit "B" to Second Amended and Restated Declaration of Protective Covenants
(Second Amended and Restated Bylaws)

Page 14 of 14

LAW OFFICES
BECKER & POLIAKOFF, P.A.
NORTHERN TRUST BUILDING • 4001 TAMiami TRAIL N. SUITE 270 • NAPLES, FL 34103
TELEPHONE (239) 552-3200

Legal Description

A parcel of land lying in Section 22, Township 48 South, Range 25 East, Collier County, Florida, being more particularly described as follows:

Commencing at the southwest corner of said Section 22; thence N01°04'29" West along the easterly right-of-way line of Tamiami Trail (U.S. 41 - S.R. 45) for a distance of 2078.98 feet to the POINT OF BEGINNING of the herein described parcel of land;

thence North 01°04'29" West continuing along said easterly right-of-way line for a distance of 584.78 feet to an intersection with the northerly line of the southwest quarter (SW $\frac{1}{4}$) of said Section 22;

thence North 89°55'06" East along said northerly line for a distance of 733.34 feet to the southeast corner of the westerly 110.00 feet of the east one-half (E $\frac{1}{2}$) of the southwest quarter (SW $\frac{1}{4}$) of the northwest quarter (NW $\frac{1}{4}$) of said Section 22, said corner being a point on the easterly right-of-way line of Cocohatchee Street;

thence North 01°07'31" West along said easterly right-of-way line for a distance of 959.09 feet to an intersection with a non-tangent curve, concave southwesterly from which the radius point bears North 49°42'56" West;

thence northeasterly, northerly, northwesterly and westerly along said curve having a radius of 40.00 feet, a central angle of 131°24'35" for an arc distance of 91.74 feet to a point of intersection with a non-tangent line, said point of intersection being on the easterly line of the westerly 80.00 feet of the said east one-half (E $\frac{1}{2}$) of the southwest quarter (SW $\frac{1}{4}$) of the northwest quarter (NW $\frac{1}{4}$) of said Section 22;

thence North 01°07'31" West along said easterly line for a distance of 181.16 feet to the approximate centerline of Horse Creek;

thence along said approximate centerline of Horse Creek for the following courses:

thence South 88°05'26" West for a distance of 18.83 feet;
 thence South 82°00'56" West for a distance of 22.18 feet;
 thence South 80°06'37" West for a distance of 26.20 feet;
 thence South 77°53'17" West for a distance of 20.83 feet;
 thence South 74°42'07" West for a distance of 15.47 feet;
 thence South 66°49'22" West for a distance of 12.05 feet;
 thence South 67°37'39" West for a distance of 19.10 feet;
 thence South 68°05'30" West for a distance of 19.90 feet;
 thence South 56°00'49" West for a distance of 16.48 feet;
 thence South 59°48'11" West for a distance of 17.66 feet;
 thence South 54°39'57" West for a distance of 18.14 feet;
 thence South 53°49'11" West for a distance of 19.93 feet;
 thence South 54°09'11" West for a distance of 28.77 feet;
 thence South 48°18'10" West for a distance of 21.78 feet;
 thence South 59°08'11" West for a distance of 14.23 feet;
 thence South 72°37'15" West for a distance of 7.90 feet;
 thence North 89°40'44" West for a distance of 11.21 feet;
 thence North 84°19'23" West for a distance of 10.30 feet;
 thence North 79°38'12" West for a distance of 15.62 feet;
 thence North 74°56'07" West for a distance of 6.71 feet;

to an intersection with the easterly terminus of a State Road Department Easement Right-of-Way for the re-located channel of Horse Creek as described in Deed Book 18, Page 188;

thence along the approximate centerline of the original channel of said Horse Creek for the following courses:

thence North 74°56'07" West for a distance of 2.73 feet;
thence North 68°22'53" West for a distance of 10.14 feet;
thence North 63°42'16" West for a distance of 13.90 feet;
thence North 63°35'00" West for a distance of 8.74 feet;
thence North 54°34'00" West for a distance of 12.53 feet;
thence North 48°25'18" West for a distance of 12.15 feet;
thence North 42°15'33" West for a distance of 8.05 feet;
thence North 42°54'26" West for a distance of 10.99 feet;
thence North 30°08'39" West for a distance of 9.48 feet;
thence North 22°59'01" West for a distance of 11.34 feet;
thence North 15°37'27" West for a distance of 9.33 feet;
thence North 12°27'00" West for a distance of 12.32 feet;
thence North 01°52'10" East for a distance of 11.86 feet;
thence North 09°22'03" West for a distance of 13.32 feet;
thence North 09°15'42" West for a distance of 12.51 feet;
thence North 14°04'09" West for a distance of 25.14 feet;
thence North 22°24'10" West for a distance of 20.32 feet;
thence North 20°27'04" West for a distance of 14.90 feet;
thence North 28°21'07" West for a distance of 11.68 feet;
thence North 42°52'12" West for a distance of 10.77 feet;
thence North 54°59'01" West for a distance of 10.13 feet;
thence North 49°46'15" West for a distance of 11.49 feet;
thence North 68°00'46" West for a distance of 12.58 feet;

thence North 57°37'01" West for a distance of 17.20 feet;
 thence North 62°19'44" West for a distance of 10.46 feet;
 thence North 61°40'10" West for a distance of 8.53 feet;

thence North 73°10'28" West for a distance of 13.53 feet to an intersection with the northerly line of the west one-half (W $\frac{1}{2}$) of the southwest quarter (SW $\frac{1}{4}$) of the northwest quarter (NW $\frac{1}{4}$) of said Section 22;

thence North 89°59'39" West along said northerly line for a distance of 204.36 feet to an intersection with the easterly right-of-way line of Tamiami Trail (U.S. 41-S.R. 45);

thence North 01°01'35" West along said easterly right-of-way line for a distance of 1331.44 feet to an intersection with the northerly line of the northwest quarter (NW $\frac{1}{4}$) of said Section 22;

thence North 89°57'34" East along said northerly line for a distance of 2520.99 feet to the northeast corner of the said northwest quarter (NW $\frac{1}{4}$) of Section 22;

thence South 89°59'39" East along the northerly line of the northeast quarter (NE $\frac{1}{4}$) of said Section 22 for a distance of 848.95 feet to the northwest corner of those lands described in O.R. Book 619, Page 1857;

thence along the boundaries of said lands for the following six (6) courses:

thence South 05°57'03" East for a distance of 326.16 feet to a point of intersection with a non-tangent curve, concave northwesterly, from which the radius point bears North 22°46'49" West;

thence northeasterly along said curve having a radius of 240.00 feet, a central angle of 29°44'11" for an arc distance of 124.56 feet to a point of tangency;

thence North 37°29'00" East for a distance of 184.65 feet to a point of curvature;

thence northeasterly and easterly along said curve, concave southeasterly, having a radius of 160.00 feet, a

central angle of $52^{\circ}31'02''$ for an arc distance of 146.66 feet to a point of tangency;

thence south $89^{\circ}59'58''$ East for a distance of 1137.68 feet to a point of curvature;

thence easterly and southeasterly along said curve, concave southerly, having a radius of 320.00 feet, a central angle of $33^{\circ}15'40''$ for an arc distance of 185.77 feet to a point of intersection with a non-tangent line, said line being the easterly line of the northeast quarter ($NE\frac{1}{4}$) of said Section 22 and the easterly line of lands described in O.R. Book 619, Page 1857;

thence South $00^{\circ}33'39''$ East along said easterly line of the northeast quarter ($NE\frac{1}{4}$) for a distance of 2564.67 feet to the southeast corner of said northeast quarter ($NE\frac{1}{4}$) of Section 22;

thence South $89^{\circ}55'06''$ West along the southerly line of the said northeast quarter ($NE\frac{1}{4}$) of Section 22 for a distance of 1431.78 feet to an intersection with the easterly right-of-way line of the former Seaboard Coastline Railroad;

thence South $05^{\circ}57'03''$ East along said easterly right-of-way line for a distance of 1057.54 feet to the centerline of a Drainage Easement as described in O.R. Book 185, Page 59;

thence South $84^{\circ}02'57''$ West along the westerly prolongation of said centerline for a distance of 5.00 feet to an intersection with a line parallel with and 60.00 feet easterly of the centerline of said former Seaboard Coastline Railroad;

thence South $05^{\circ}57'03''$ East along said parallel line for a distance of 430.00 feet to an intersection with a line 430.00 feet southerly of and parallel with the above mentioned westerly prolongation of the centerline of a Drainage Easement;

thence South $84^{\circ}02'57''$ West along said parallel line for a distance of 100.00 feet to an intersection with a line of 40.00 feet westerly of and parallel with the said centerline of the former Seaboard Coastline Railroad;

thence South $05^{\circ}57'03''$ East along said parallel line for a distance of 529.87 feet to an intersection with the northerly line of Tract "B" of the plat of Collier Health

Park as recorded in Plat Book 17, Pages 50 and 51, Public Records, Collier County, Florida;

thence North $47^{\circ}36'11''$ West along said northerly line for a distance of 193.75 feet;

thence South $42^{\circ}23'49''$ West continuing along said northerly line for a distance of 304.73 feet;

thence North $47^{\circ}36'11''$ West continuing along said northerly line for a distance of 137.11 feet;

thence South $42^{\circ}23'49''$ West continuing along said northerly line for a distance of 156.55 feet to an intersection with the easterly line of a Florida Power & Light Company Right-of-Way Easement as recorded in D.B. 30, Pages 27 through 34, Public Records, Collier County, Florida;

thence North $13^{\circ}17'23''$ West along said easterly line for a distance of 300.11 feet;

thence leaving said easterly line South $67^{\circ}25'15''$ West for a distance of 695.34 feet;

thence South $22^{\circ}06'52''$ East for a distance of 97.05 feet;

thence South $00^{\circ}07'21''$ East for a distance of 438.44 feet to an intersection with the northerly right-of-way line of Immokalee Road (C.R. 846);

thence South $89^{\circ}52'39''$ West along said northerly right-of-way line for a distance of 594.18 feet to a point of cusp;

thence northeasterly and northerly along said curve, concave northwesterly, having a radius of 25.00 feet, a central angle of $90^{\circ}00'00''$ for an arc distance of 39.27 feet to a point of tangency;

thence North $00^{\circ}07'21''$ West for a distance of 56.69 feet to a point of curvature;

thence northerly along said curve, concave easterly, having a radius of 315.00 feet, a central angle of $24^{\circ}54'46''$ for an arc distance of 136.97 feet to a point of reverse curvature;

thence northeasterly, northerly and northwesterly along said curve, concave westerly, having a radius of 40.00 feet, a

central angle of $82^{\circ}30'43''$ for an arc distance of 57.60 feet to a point of tangency;

thence North $57^{\circ}43'19''$ West for a distance of 199.48 feet to a point of curvature;

thence northwesterly and westerly along said curve concave southwesterly and southerly, having a radius of 940.00 feet, a central angle of $33^{\circ}21'10''$ for an arc distance of 547.19 feet to a point of tangency;

thence South $88^{\circ}55'31''$ West for a distance of 52.73 feet to an intersection with the easterly most line of the plat of Riverchase Shopping Center as recorded in Plat Book 18, Pages 19 and 20, Public Records, Collier County, Florida;

thence North $01^{\circ}04'29''$ West along said easterly line and a prolongation thereof for a distance of 158.00 feet;

thence South $88^{\circ}55'31''$ West for a distance of 505.00 feet to an intersection with the easterly line of the northerly part of said plat of Riverchase Shopping Center;

thence North $01^{\circ}04'29''$ West along said easterly line for a distance of 763.65 feet

thence leaving said easterly line North $46^{\circ}04'29''$ West for a distance of 557.14 feet;

thence South $88^{\circ}55'31''$ West for a distance of 20.04 feet;

thence North $01^{\circ}04'29''$ West for a distance of 100.00 feet;

thence North $41^{\circ}40'34''$ West for a distance of 184.39 feet;

thence South $88^{\circ}55'31''$ West for a distance of 100.00 feet to the POINT OF BEGINNING;

REC-200
PRM-200
DOO-200
HNT-200
HND-200

Prepared by/Return to:
Michael E. Bates, Esquire
Stuart Bates & Davis
1900 Phillips Point West
777 South Flagler Drive
West Palm Beach, Florida 33401-0190

1781
OR BOOK

000720
PAGE

Property Control Numbers:

6,320,747.00

Received \$ 44,245.60
Received \$ n/a
COLLIER COUNTY CLERK OF COURTS
BY [Signature] DC
SPECIAL WARRANTY DEED

REC-200 DEC 21 AM 10:50

RECORDED

01654870

COLLIER COUNTY

THIS INSTRUMENT, made this 17th day of December, 1992, between COLLIER DEVELOPMENT CORPORATION, a Florida corporation, Grantor, and COLLIER'S RESERVE, LTD., a Florida limited partnership, whose post office address is 3003 Tamiami Trail North, Naples, of the County of Collier, State of Florida, Grantee,

WITNESSETH:

That said Grantor, for and in consideration of the sum of TEN Dollars, and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Collier County, Florida, to-wit:

(See Exhibit A attached hereto and incorporated herein by reference)

SUBJECT TO:

1. Taxes for the year of 1993, and all subsequent years.
2. Applicable zoning laws, ordinances and land use regulations.
3. Declaration of Protective Covenants for Collier's Reserve dated the 17th day of December, 1992
4. Matters of public record (it not being the intent to reimpose the same).

and said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever claiming by, through or under Grantor.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

COLLIER DEVELOPMENT CORPORATION
a Florida corporation (corp seal)

[Signature]
Witness
[Signature]
Printed Name of Witness
[Signature]
Witness
[Signature]
Printed Name of Witness

By: [Signature]
Printed Name: JERRY M. BURN
Its: VICE PRESIDENT

[acknowledgement on following page]

1781
OR BOOK000221
PAGESTATE OF FLORIDA
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 17th day of December, 1992 by Jeffrey M. Bell the Vice President of Collier Development Corporation, Florida corporation, on behalf of the corporation. He is ☒ personally known to me or ☐ I have produced as identification and did not take an oath.

Seal

Michael E. Bors
Notary Public
Printed Name: MICHAEL E. BORS
Commission Number: 2607174
My Commission expires: MAY 4, 1995

4356.001b

- 2 -

1781

OR BOOK

0004224

PAGE

EXHIBIT

Tracts 01-06, inclusive, and Tract A of the Plat of Collier's Reserve.

Lots 1 through 62, inclusive, of Block B of the Plat of Collier Reserve; and

Lots 1 through 66, inclusive, of Block C of the Plat of Collier Reserve; and

Lots 1 through 11, inclusive, of Block D of the Plat of Collier Reserve; and

Lots 1 through 7, inclusive, of Block E of the Plat of Collier Reserve; and

Lots 1 through 82, inclusive, of Block F of the Plat of Collier Reserve.

The Plat of Collier's Reserve being recorded in Plat Book 20
Page 58-87, of the Public Records of Collier County, Florida

Recorded and Indexed
in Office of
COLLIER COUNTY, FLORIDA
JAMES C. ORLIE, CLERK

2725709 OR: 2754 PG: 1114

RECORDED IN OFFICIAL RECORDS OF COLLIER COUNTY, FL
12/14/2000 AT 08:11AM DWIGHT E. BROCK, CLERK

REC FEE	19.50
DOC-.70	.70
COPIES	6.00

Prepared by and return to:
Collier's Reserve Ltd.
3003 Yamiami Trail North
Naples, Florida 34103
Attention: S. Baldwin
Tax Folio: 27185003251
27185003756

NOTE: SHERON BALDWIN
COLLIER DEVELOPMENT
3003 YAMIAAMI TRAIL N
NAPLES FL 34103

This area is reserved for recording information.

SPECIAL WARRANTY DEED

THIS INDENTURE, made this 13th day of December, 2000, between COLLIER'S RESERVE, LTD., a Florida limited partnership, Grantor, whose address is 3003 9th Street North #400, Naples, Florida 34103 and COLLIER'S RESERVE ASSOCIATION, INC., a Florida not for profit corporation, whose address is 1055 Crosspointe Drive, Naples, Florida 34110, Grantee.

WITNESSETH:

That said Grantor, for and in consideration of the sum of TEN Dollars, and other good and valuable consideration of said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situated, lying and being in Collier County, Florida, to wit:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

SUBJECT To:

1. Taxes for the year of 2000, and all subsequent years.
2. Applicable zoning laws, ordinances and land use regulations.
3. Matters of public record (it not being the intent to reimpose the same).

and Grantor will warrant and defend the property hereby conveyed against the lawful claims and demands of all persons claiming by, through, or under them, but against none other.

This Special Warranty Deed, and the property conveyed hereby, is hereby accepted by Grantee.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

OR: 2754 PG: 1115

COLLIER'S RESERVE, LTD., a Florida
limited partnership

By: Collier Management Services, Inc., a
Florida corporation, the general
partner

Sharon Baldwin
Print Name SHARON BALDWIN

Joyce Downing
Print Name Joyce Downing

By: Jeffrey M. Blair
Jeffrey M. Blair, Vice President

Corporate Seal

STATE OF FLORIDA §
COUNTY OF COLLIER §

The foregoing instrument was acknowledged before me this 13th day of December, 2000, by
Jeffrey M. Blair, as Vice President of Collier Management Services, Inc., a Florida corporation,
general partner, on behalf of COLLIER'S RESERVE, LTD., a Florida limited partnership. He is
personally known to me.

Notary Seal)

Sharon Baldwin
Notary Public - Sharon Baldwin
Commission Number: CC660871
Commission Expiration Date: 8/26/01



SHARON BALDWIN
COMMISSION # CC 660871
EXPIRES AUG 20, 2001
BONDED THRU
ATLANTIC BONDING CO., INC

OR: 2754 PG: 1116

COLLIER'S RESERVE ASSOCIATION,
INC., a Florida not for profit corporation

Sharon Baldwin
Print Name SHARON BALDWIN

Joyce Downing
Print Name Joyce Downing

By: [Signature]
Jeffrey M. Birr, Vice President

Corporate Seal

STATE OF FLORIDA §
COUNTY OF COLLIER §

The foregoing instrument was acknowledged before me this 13th day of December, 2000, by Jeffrey M. Birr, as Vice President of Collier's Reserve Association, Inc., a Florida not for profit corporation, on behalf of the corporation. He is personally known to me.

Notary Seal)

Sharon Baldwin
Notary Public - Sharon Baldwin
Commission Number: CC660871
Commission Expiration Date: 8/20/01



*** OR: 2754 PG: 1117 ***

EXHIBIT A

Tracts 01, 02, 03, 04, 05, and 06 of the Plat of Collier's Reserve as shown in Plat Book 20 page 59, of the Public Records of Collier County, Florida; and

Tract R, of the Plat of Collier's Reserve as shown in Plat Book 20 page 59, of the Public Records of Collier County, Florida, *LESS* that portion conveyed in ORB 2476, page 1125 and ORB 2476, page 1127, of the Public Records of Collier County, Florida.

*** OR 5267 PG 2995 ***

Legal Description of Golf Course Property

Golf Course Tracts, Tracts 1 through 8, inclusive, as described in the Plat of Collier's Reserve, as recorded in the Public Records of Collier County, Florida.

14L/100
1124921781
OR BOOK000223
PAGE**SPECIAL WARRANTY DEED**REC 12-23
PRM 12-23
DOC 12-23
INT 12-23
IND 12-23

1,784,853.00

THIS INDENTURE, made this 17th day of DECEMBER, 1992, by and between COLLIER DEVELOPMENT CORPORATION, (the "Grantor"), a Florida corporation existing under the laws of the State of Florida, having its place of business in the County of Collier and State of Florida, whose mailing address is 3003 Tamiami Trail North, Naples, Florida 33940, and COLLIER'S RESERVE COUNTRY CLUB, INC. (the "Grantee"), a not-for-profit corporation existing under the laws of the State of Florida, having its place of business in the County of Collier and State of Florida, whose mailing address is 3003 Tamiami Trail North, Naples, Florida 33940.

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten and No/100 U.S. Dollars (\$10.00) to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to Grantee, its successors and assigns forever, the following described land (the "Property"), situate, lying and being in the County of Collier, State of Florida, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

TO HAVE AND TO HOLD the same in fee simple forever.

This conveyance is made subject to, and by acceptance of this Deed, Grantee accepts this conveyance subject to the following:

(a) applicable zoning and other regulatory laws, regulations and ordinances and other impositions of governmental authorities; (b) taxes and assessments applicable for the year of conveyance and all subsequent years; (c) all matters which would be disclosed by an accurate survey and inspection of the Property; (d) the Declaration of Protective Covenants dated December 17, 1992, 1992; and (e) all other easements, dedications, agreements, licenses, rights-of-way, limitations, conditions, restrictions, reservations, covenants and other matters of public record.

Prepared by and Return to:

Dennis W. Hillier, Esq.
Hillier & Wanless, P.A.
Sanctuary Centre
4800 North Federal Highway
Tower B - Suite 300
Boca Raton, Florida 33431

Received \$ 12,494.30 Documentary Stamp Tax
Received \$ N/A Class "C" Intangible
COLLIER COUNTY CLERK OF COURTS
BY [Signature] D.C.

1992 DEC 21 AM 10:50

RECORDED

01654871

COLLIER COUNTY

MICHAEL E. BOTUS ESQ.
1900 PHILLIPS POINT WEST
777 SOUTH FLAGLER DRIVE
WEST PALM BEACH FL 33401-6198

Grantee does hereby waive any right that it may now or hereafter have to any claim for adverse possession of any properties adjacent to the Property, or any claim for a prescriptive easement upon any such adjacent properties, arising from any encroachments of the Property or any improvements thereon upon any such adjacent properties.

BY ACCEPTANCE OF THIS DEED, Grantee hereby acknowledges that Grantor's affiliate intends to market and develop Collier's Reserve residential community ("Collier Reserve") and that Grantee agrees that it may be necessary or desirable for the development of Collier's Reserve to grant easements, dedications, agreements, licenses, restrictions, reservations, covenants and rights-of-way, to modify the boundary lines, to modify the drainage facilities for Collier's Reserve, to plat or replat the Property and to take such other action as Grantor, its successors or assigns may deem necessary and appropriate, but which does not materially affect the use of the Property, and Grantee agrees to execute and deliver, and will cause the holders of any liens upon or interest in the Property to execute and deliver, any and all documents and instruments which Grantor, its successors or assigns deems necessary or desirable.

The covenants of Grantee contained herein shall be deemed to be covenants running with the Property and shall be binding upon Grantee and Grantee's successors and assigns, including all successors in title to the Property.

AND Grantor does hereby specially warrant the title to the Property, and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against no others.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed in its name by the proper officers, and its corporate seal to be hereunto affixed, on the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:


Signature

C. JAY MORGAN
Print Name


Signature

CRAG L. BUCHANAN
Print Name

COLLIER DEVELOPMENT CORPORATION,
a Florida corporation

By: 

Its Vice President
VICE

JEFFREY M. BIZER
Print Name

Whose Mailing Address is:
3003 Tamiami Trail North
Naples, Florida 33940

(Corporate Seal)

OR BOOK

1781

PAGE

000224

STATE OF FLORIDA
COUNTY OF COLLIER

1781

} OR BOOK

000225

PAGE

THIS IS TO CERTIFY that on the 17 day of December, 1992, before me, a notary public, personally appeared James H. Burr as Vice President of COLLIER DEVELOPMENT CORPORATION, to me known to be the person who signed this Special Warranty Deed, and they acknowledged before me that they signed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 17 day of December, 1992.


Notary Public
State of Florida
My commission expires: 4/4/95

0098191

1781
OR BOOK

000226
PAGE

EXHIBIT A

Tracts M-1 through M-7, inclusive, and Golf Course Tracts 1 through 8, inclusive, of the Plat of Collier's Reserve, as recorded in Plat Book 20, Page 59.87, of the Public Records of Collier County, Florida

Recorded and Verified
in Official Records of
COLLIER COUNTY, FLORIDA
JAMES C. GILES, CLERK