

1. Architectural Review.

Sections 5.3 and 5.4 of 2004 Declaration:

~~5.3 ARCHITECTURAL AND AESTHETIC CONTROL~~

~~a. — The Master Association may establish and from time to time modify standards for the control of the design of all structures and other development within Kensington Park.~~

~~b. — Subject to, but not limited by the use restrictions of this Declaration and the approved Architectural Planning Criteria, the Master Association hereby delegates architectural control of a residential Plot within Kensington Park to the Master Association's Architectural Review Board.~~

~~e. — No building, fence, wall or other structure, landscaping or exterior lighting plan or any other type of improvement, shall be commenced, erected or maintained upon a Plot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, color, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Review Board. Improvements or modifications which are specifically subject to architectural approval include, without limitation, the construction of the initial structures on a Plot and the painting or alteration of a dwelling (including doors, windows, roof), installation of solar collectors or other devices, construction of fountains, swimming pools, jacuzzis, construction of privacy fences, additions of awnings, shelters, gates, flower boxes, shelves and statues.~~

~~d. — The approval, rejection, or withholding of any approval by the Architectural Review Board of the plans, proposals and specifications, and the location of all structures, and every alteration of any structure shall not be construed or interpreted as a representation or determination by the Architectural Review Board that any building, plumbing, electrical code or other applicable governmental regulations or requirements have or have not been properly met.~~

~~e. — The Architectural Review Board shall have no duty, responsibility nor liability to an Owner, the Master Association, or any other persons whomsoever in respect to the exercise of its rights or the failure to exercise its rights. The Architectural Review Board may reject plans, proposals and specifications based on any grounds or reason whatsoever, including purely aesthetic grounds, in its sole and absolute discretion. The Architectural Review Board's decision to approve, reject or withhold its approval of such work may, in the sole exercise of its discretion, be based upon: (i) the harmony of its exterior design, color and location in relation to, and its effect upon, surrounding structures, vegetation, topography, and the overall community design; (ii) the character of the exterior materials; (iii) the planned quality of the exterior workmanship; (iv) Architectural Review Board's design and construction standards; (v) the Master Development Plan; and/or (vi) any other material and relevant factors.~~

~~f. — The Architectural Review Board or their respective successors or assigns shall not be liable for damages to anyone submitting plans to them for approval, or to an Owner affected by this Declaration, by reason of mistake of judgment, negligence or non-feasance arising out of or in connection with the approval, disapproval or failure to~~

~~approve any such plans or specifications. Every person who submits plans to the Architectural Review Board for approval agrees, by submission of such plans and specifications, and every Owner of a Plot agrees, by acquiring title thereto or an interest therein, that he will not bring any action or suit against the Architectural Review Board to recover any such damages.~~

5.4 — ARCHITECTURAL REVIEW BOARD (ARB)

~~The architectural review and control functions of the Master Association shall be administered and performed by the ARB, which shall consist of at least three (3) members who need not be Members of the Master Association. Members of the ARB shall be appointed by, and shall serve at the pleasure of, the Board of Directors of the Master Association. The Board shall appoint at least one (1) architect or building contractor thereto. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB. Any vacancy occurring on the ARB because of death, resignation, or other termination of service of any Member thereof shall be filled by the Board of Directors.~~

~~a. — The ARB shall have the following powers and duties:~~

~~(i) — To draft Architectural Planning Criteria. The ARB shall recommend to the Board modifications and/or amendments to the Architectural Planning Criteria. Any modification or amendment to the Architectural Planning Criteria shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by majority of the Members of the Board of Directors of the Master Association. Notice of any modification or amendment to the Architectural Planning Criteria, including a verbatim copy of such change or modification, shall be delivered to each Member of the Master Association. However, a receipt of a copy of a modification or amendment to the Architectural Planning Criteria shall not constitute a condition precedent to the effectiveness or validity of such change or modification.~~

~~(ii) — To require submission to the ARB of two (2) complete sets of preliminary and final plans and specifications as hereinafter defined for any improvement or alteration to any structure of any kind, to be constructed or altered by any person or entity, including, without limitation, any building, dwelling, fence, wall, sign, site paving, grading, parking and building additions, alterations, screen enclosure, sewer, drain disposal system, decorative building, landscaping, landscape device or object, exterior lighting scheme or other improvement. The ARB may also require submission of samples of building materials and color proposed for use in the proposed improvement or alteration and may require such additional information as reasonably may be necessary for the ARB to completely evaluate the proposed improvement or alteration in accordance with this Declaration and the Architectural Planning Criteria.~~

~~(iii) — To approve or disapprove any proposed improvement or change, or modification thereto, the construction, erection, performance or placement of which is proposed upon any Plot. Any party aggrieved by a decision of the ARB shall have the right to make a written request to the Board within thirty (30) days of such decision, for a review thereof. The determination of the Board upon reviewing any such decision shall be final.~~

~~(iv) — To evaluate such application for the total effect, including the manner in which the Plot is developed. This evaluation relates to matters of judgment and taste which cannot be reduced to a simple list of measurable criteria. It is possible, therefore, that a proposed improvement might meet individual criteria delineated in this Article V and the Architectural Planning Criteria and still not receive approval if, in the sole judgment of the ARB, its overall aesthetic impact is unacceptable. The approval of an application for one proposed improvement shall not be construed as creating any obligation on the part of the ARB to approve applications involving similar designs for proposed improvements pertaining to different Plots.~~

~~(v) — To demand that if any proposed improvement as aforesaid shall be changed, modified or altered without prior approval of the ARB of such change, modification or alteration, and the plans and specifications therefore, if any, that the Owner shall cause the proposed improvement to be restored to comply with the original plans and specifications, or the plans and specifications originally approved by the ARB, and shall bear all costs and expenses of such restoration, including costs and reasonable attorneys, fees incurred by the ARB and shall bear all costs and expenses of such restoration, including costs and reasonable attorneys, fees incurred by the ARB in connection therewith.~~

~~(vi) — To require any Owner making or causing to be made any proposed improvement of additions to a plot or to any structure on any Plot to hold the ARB, the Master Association and all other Owners harmless from any liability, damage to Properties and from expenses arising from the construction and installation of any proposed improvement and require the Owner to be solely responsible for the maintenance, repair and insurance of any alteration, modification or change and for assuring that the proposed improvement meets with all applicable governmental approvals, rules and regulations.~~

~~(vii) — To impose such charges as it deems necessary to cover the cost of review of the plans and specifications.~~

~~b. — The ARB shall approve or disapprove the application for a proposed improvement within thirty (30) days after each has been submitted to it in proper form together with all supporting information. If the plans are not approved within such period, they shall be deemed disapproved. All applications and plans shall be submitted to the ARB in duplicate and shall contain the following information:~~

~~(i) — Required Building Plan Information~~

- ~~(a) — Residence floor plan~~
- ~~(b) — Building elevations~~
- ~~(c) — Materials and colors proposed for exterior walls, roof and driveway.~~

~~(ii) — Required Site Plan Information~~

- ~~(a) — Existing grades, finish grading plan (coordinated with Collier County's approved Architectural Planning Criteria).~~
- ~~(b) — Building location with dimensions to property lines.~~

- ~~(c) — Drives, walks, walls, pools and enclosures, terraces and docks.~~
- ~~(d) — Areas to be grassed and irrigated; type of grass planted.~~
- ~~(e) — Irrigation system design.~~
- ~~(f) — Landscape planting plan.~~

~~e. — The ARB will use reasonable judgment in accepting or disapproving all plans and specifications submitted to it. Neither the ARB nor any individual ARB Member will be liable to any person for any official act of the ARB in connection with submitted plans and specifications, except to the extent the ARB or any individual ARB Members acted with malice or wrongful intent. Approval by the ARB does not necessarily assure approval by the appropriate governmental board or commission for Collier County. Notwithstanding that the ARB has approved plans and specifications, neither the ARB nor any of its Members will be responsible or liable to any Owner, developer or contractor with respect to any loss, liability, claim or expense which may arise by reason of such approval of the construction of the Improvements. Neither the Board, the ARB, nor any agent thereof, its partners, employees, agents or consultants will be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the provisions of the Founding Documents, nor for any structural or other defects in any work done according to such plans and specifications. In all events the Master Association will defend and indemnify the ARB in any such suit or proceeding which may arise by reason of the ARB's decision. The Master Association, however, will not be obligated to indemnify each member of the ARB to the extent any such member of the ARB is adjudged to be liable for negligence or misconduct in the performance of his duty as a member of the ARB, unless and then only to the extent that the court in which such action or suit may be brought determines upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expense as such court shall deem proper.~~

Sections 6.1, 6.2, 6.3, 6.4, 6.5, 6.7 and 6.7 of proposed Declaration:

6. ARCHITECTURAL CONTROL TO PRESERVE THE BEAUTY, QUALITY AND VALUE OF THE COMMUNITY

6.1 Improvements Requiring Approval. No building, Structure, roof, mailbox, enclosure or other Improvement shall be erected or altered, nor shall any grading, excavation, driveway, landscaping, change of exterior color, or other work which in any way alters the exterior appearance of any Structure or Lot shall occur unless and until complete and accurate plans, specifications and location of same shall have been submitted to, and approved in writing by, the ARB. All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding Structures and topography. The ARB shall have thirty (30) days after delivery of all required information, complete and accurate plans and materials to approve or deny any such plan, and if not denied within such period, said plans shall be deemed approved unless within the same period the Board of Directors denies the plan in which case regardless of any action or inaction by the ARB the plan shall be deemed denied. The Board may adopt reasonable restrictions concerning the timely completion of various modification and Improvements based on the nature and scope of the modification or Improvement. The failure of an Owner to timely complete any approved modification of Improvement is a violation of the Governing Documents and the Master Association may enforce the violation as provided herein, including the right to enter the Lot and

remedying the violation or removing any unapproved Improvements, with or without consent of the Owner, but only after reasonable notice of the Master Association's intent to do so. All changes, alterations or modifications to an approved plan must also be approved pursuant according to these same requirements.

6.2 The ARB. The architectural review and control functions of the Master Association shall be administered and performed by the ARB, which shall consist of at least three (3) persons, all of whom shall be Members of the Master Association. No more than one (1) Director may serve on the ARB at any time. All Members of the ARB shall be appointed by and shall serve at the pleasure of the Board of Directors of the Master Association. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB. Any vacancy occurring on the ARB because of death, resignation, or other termination of service of any member thereof, shall be filled by the Board of Directors. The Members of the ARB shall receive no compensation for services other than reimbursement for actual expenses approved in advance by the Board of Directors incurred by them in the performance of their duties hereunder. The ARB shall, with the prior approval of the Board of Directors, have the power to engage the services of professionals for compensation for purposes of aiding the ARB in carrying out its functions. Notwithstanding anything to the contrary contained herein or elsewhere all decisions of the ARB are subject to review by the Board of Directors and the Board of Directors has the authority to overrule, void or otherwise modify in all respects any decision of the ARB.

6.3 Powers and Duties. The ARB shall have the following powers and duties:

(A) To recommend, from time to time, to the Board of Directors of the Master Association the creation or modification and/or amendments to the Architectural Planning Criteria. Any Architectural Planning Criteria or modifications or amendments thereto shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by a majority of the Members of the Board of Directors of the Master Association at a meeting duly called and noticed and at which a quorum is present. Notice of the adoption, modification or amendment to the Architectural Planning Criteria, including a verbatim copy of such adoption, change or modification, shall be delivered to each member. However, receipt of notice of a Board meeting concerning the Architectural Planning Criteria or a copy of any adoption of or modification or amendment to the Architectural Planning Criteria shall not affect the validity of such change or modification.

(B) To require submission to the ARB of two (2) complete sets of all plans and specifications for any Improvement, Structure of any kind or any other work which in any way alters the exterior appearance of any Structure, or Lot including without limitation, any fence, well, swimming pool, roof, driveway, paint color of any exterior Structure or Home, screen enclosure, drain, landscape material, object or other Improvement, the construction or placement of which is proposed upon the Properties. The ARB may also require submission of samples of building materials proposed for use on or as part of any Home, and may require such additional information as may reasonably be necessary to completely evaluate the proposed Structure or Improvement in accordance with this Declaration and the Architectural Planning Criteria. Any party aggrieved by a decision of the ARB or Board of Directors shall have the right to make written request to the Board of Directors of the Master Association within thirty (30) days

of the decision, for a re-review thereof. The determination of the Board upon re-reviewing any such decision shall in all events be final.

(C) To adopt a procedure for inspecting approved changes during and after construction to insure conformity with approved plans. If it is determined by the ARB that the Improvement or work is not in compliance with the approved plans and specifications, then upon written demand from the ARB the work shall be suspended until such time as the ARB authorizes the work to be recommenced. Any inspection performed by the ARB is separate and distinct from the Owner's obligation to ensure all governmental permitting requirements and inspections are satisfied.

(D) Notwithstanding anything to the contrary contained herein, if an Owner is delinquent in the payment of Assessments, fines or other charges or has failed to correct a violation of these covenants or the rules of the Master Association for which they have been given notice, the processing of an application for approval of the ARB may be denied or withheld pending payment of the Assessments, fines or other charges or correction of the violation.

6.4 Variances. The ARB may authorize variances from compliance with any of the architectural provisions of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or the environment, which must be signed by at least two-thirds (2/3) of the ARB. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variances were granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the Lot, including, but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority. The Board of Directors may overrule and void any variance granted by the ARB if such action is taken within twenty (20) days from the date the variance is received by the Board.

6.5 Non-liability of ARB Members. Neither the ARB nor any member thereof, nor its duly authorized ARB representative, shall be liable to the Master Association or any Owner or any other person or entity for any loss, damage, or injury arising out of or in any way connected with the performance or nonperformance of the ARB's duties hereunder, unless due to the willful misconduct or bad faith of a member, and only that member shall be liable therefore. The ARB shall review and approve or disapprove all plans submitted to it for any proposed Improvement, alteration, or addition solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to Kensington Park and the immediate vicinity. The ARB shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval from the standpoint of structural safety or conformance with building, health, or other codes.

6.6 Violation. In the event an Owner installs Improvements or modifies the Owner's Lot without obtaining approval as required in this Article, the Master Association shall have the right to institute legal proceedings to enforce compliance, or may take any and all other steps necessary to remedy such violation, including, but not limited to, entering

the Lot and remedying the violation or removing any unapproved Improvements, with or without consent of the Owner, but only after reasonable notice of the Master Association's intent to do so. Any expense incurred by the Master Association shall be billed directly to the Owner of the Lot to which such services are provided, and shall be a Special Assessment charged against the Lot, secured by a lien against the Lot as provided herein. The Master Association shall not be required to provide the Owner with a hearing prior to enforcing this Article as provided herein.

6.7 Construction. The following provisions shall be applicable to any period of construction, which is defined broadly to incorporate significant remodeling, improvements or other installations or improvements as required by the ARB.

(A) The Lot shall be maintained in a neat and orderly manner.

(B) All parking of construction vehicles and placement of building materials must be confirmed to the construction site or to a site or location approved by the Master Association for such purpose.

(C) Each construction site shall have a commercial trash receptacle located thereon which is emptied on a regular and timely basis.

(D) No temporary trailers shall be placed on any construction site without the prior written approval of the ARB.

(E) The Master Association shall have the right to require contractors to remove all debris and store all materials in a sightly fashion at the contractor's sole cost and expense.

(F) The failure by a contractor to abide by the contents of this Article 6 shall result in the Owner of the Lot whose residence is being constructed to be assessed and subject to the lien rights of the Master Association for all monies incurred by the Master Association for cleaning up the site. During any period of construction, the Lot Owner shall be liable and will be charged by the Master Association for any damage to the Common Areas, Roadway or sidewalks abutting the Owner's Lot, whether or not the perpetrator of the damage is known.

(G) Once construction has commenced, work thereon must be performed diligently and completed within one (1) year. If for any reason work is discontinued and there is no substantial progress towards completion for a continuous two (2) month period, then the Master Association shall have the right, but not the obligation, after ten (10) days' notice to the Owner of the Lot, to invade the premises, and take such steps as may be required to correct an undesirable appearance, specifically including the right to demolish a partially completed structure and remove the debris from the Lot. Further, the Master Association shall have the right, but not the obligation, to complete said improvements in substantial accordance with the plans and specifications previously approved by the ARB, allowing for such deviations from the plans as the Master Association, in its sole discretion, deems appropriate. The reason for such correction shall be solely in the discretion of the Master Association and may include, but not be limited to, purely aesthetic grounds. The Owner of the Lot shall be liable for all costs incurred in such action and the total costs thereof shall be enforced as a Special Assessment.

2. Antennas

Section 5.6 of 2004 Declaration:

~~5.6 — ANTENNAS AND FLAGPOLES~~

~~No outside antennas, antenna poles, antenna masts, satellite television reception devices, electronic devices, antenna towers or citizen band (CB) or amateur band (HAM) antennas shall be permitted except as approved in writing by the Master Association. A flagpole for display of the American flag or any other flag shall be permitted if first approved by all governmental authorities and in writing by the Architectural Review Board. Both its design and location must be first approved in writing by the Master Association. An approved flagpole shall not be used as an antenna. It is the intent of this provision to protect Owners from reasonable interference with television reception electronic devices, and the operation of home appliances caused by the operation of HAM radios, CB radios and other high-powered broadcasting equipment.~~

Section 8.2 of proposed Declaration:

8.2 Antenna. No antenna of any kind shall be placed or erected upon any Lot or affixed in any manner to the exterior of any building other than a satellite antenna less than one meter in diameter, an aerial designed to receive over-the-air television broadcast, or an antenna designed to receive multichannel, multi point distribution service which may be installed only at a location on a Lot approved by the ARB. In approving the installation and location of any antenna, the ARB shall comply with all applicable laws, whether state or federal.

3. Driveways

Sections 5.11(a) and (b) in 2004 Declaration

~~5.11 — DRIVEWAYS AND PARKING~~

~~a. — All driveways shall be constructed of materials approved by the Architectural Review Board. Textured or featured paving such as pavers or bomanite are preferred driveway materials. Driveways may connect to roadways only at points which have been approved by the Architectural Review Board.~~

~~b. — At such time as the Architectural Review Board has approved the Owner's site plan, which includes location of and materials for driveway(s), the Master Association will be responsible for installation of that portion of the driveway that lies within the road right of way. The Owner shall be responsible for any and all expenses incurred by the Master Association for such work and shall be billed by the Master Association accordingly. Notwithstanding the foregoing, the Master Association reserves the right to assign this work to others. Such assignment, if any, shall be at the Master Association's sole discretion and may or may not be in favor of the Owner's general contractor.~~

Section 8.6 of proposed Declaration:

8.6 Driveways. All driveways and off street parking areas shall be constructed of pavers as approved by the ARB. Owners shall be responsible for the maintenance, repair

and replacement of said driveway, including, but not limited to, peeling paint, cracks, and heaving concrete or pavers, whether located within the Lot or within the portions of the Roadway which are part of a driveway servicing a Lot.

4. Commercial and Recreational Vehicles

Sections 5.11(c),(d) and (e) of 2004 Declaration:

~~e. All cars belonging to an Owner must be parked overnight inside a garage. This provision shall not apply where two automobiles are owned by Owner and the ARB has approved construction of a single car garage for certain residential units such as multi-unit condominiums.~~

~~d. No truck, commercial vehicle or trailer, and no recreation vehicle shall be permitted to be parked overnight unless kept fully enclosed inside a structure. This provision shall not apply to the Country Club maintenance site which will create a landscape buffer of such site.~~

~~e. No boat, jet ski, watercraft, boat trailer or other trailer of any kind, camper, mobile home or disabled vehicle shall be permitted to be parked or stored on a Plot unless kept fully enclosed inside a structure.~~

Section 8.14 of proposed Declaration (see also definitions 1.32 and 1.35)

8.14 Motor Vehicles and Boats. No maintenance or mechanical repairs of vehicles or boats is permitted on the Properties outside of garages except in an emergency. No Recreational Vehicles shall be parked anywhere on the Properties outside of garages overnight. Any Prohibited Vehicle must be kept enclosed in a garage while in the Master Association so that it is not readily visible from any adjacent Street or Lot. All Permitted Vehicles belonging to an Owner must be parked overnight inside a garage, except that Homes with a single car garage may park one (1) vehicle outside of the garage. The Master Association is authorized to issue fines and/or suspensions for violation of this Section and is authorized to tow any vehicle violating this Section, the Rules and Regulations, a law or any other restriction contained in the Governing Documents and the cost of towing shall be the obligation of the Owner of the vehicle.

5. Owner and Member Compliance

Section 5.41 of 2004 Declaration:

~~5.41 OWNER AND MEMBER COMPLIANCE~~

~~a. The protective covenants, conditions, restrictions and other provisions of this Declaration shall apply not only to Owners, Members and persons to whom a Member has delegated his right of use in and to the Common Property, but also to any other person occupying an Owner's Plot under lease from the Owner, or by permission or invitation of the Owner or his tenants, expressed or implied, licensees, invitee or guests.~~

~~b. Failure of an Owner to notify any person of the existence of the covenants conditions, restrictions, and other provisions of this Declaration shall not in~~

~~any way act to limit or divest the right of enforcement of these provisions and, in addition, the Owner shall be responsible for any and all violations of these provisions by his tenants, designees, licensees, invitees or guests and by guests, licensees and invitees of his tenants at any time.~~

Section 13.2 of proposed Declaration:

13.2 Owner and Member Compliance. The protective covenants, conditions, restrictions and other provisions of the Governing Documents and the Rules and Regulations promulgated by the Master Association shall apply to Members and all persons to whom a Member has delegated his right of use in and to the Common Areas, as well as to any other person Occupying any Home under Lease from the Owner or by permission or invitation of the Owner or a Tenant (express or implied), and their invitees or Guests. Failure of any Owner to notify any person of the existence of the Rules and Regulations, or the covenants, conditions, restrictions, and other provisions of the Governing Documents shall not in any way act to limit or divest the Master Association of the power to enforce these provisions. Each Owner shall be responsible for any and all violations by his Tenants, invitees or Guests and by the Guests, and invitees of Tenants, at any time.

6. Assessments and Lien Priority

Section 7.1 of 2004 Declaration:

7.1 — OBLIGATION, TYPES OF ASSESSMENT, LIEN.

~~Each Owner of a Plot, by acceptance of a deed for a Plot, whether or not it shall be so expressed in such deed, shall be covenanting and agreeing, and is obligated, to pay to the Master Association all Regular Assessments, Supplementary Assessments, Special Assessments, Improvement Assessments, Service Assessments, and all other Assessments and charges made in accordance with this Declaration, the Articles, By Laws and Rules and Regulations. The Assessments shall be levied and collected as provided in the Master Association's Founding Documents. All Assessments and charges, and any interest, late charges, attorneys' fees, court costs and other costs of collection, shall be a continuing lien upon the Plot against which such Assessments and charges are made until fully paid and shall also be the personal obligation of the Owner of such Plot at the time when the Assessments and charges fall due and shall remain the personal obligation of such Owner even if such Owner conveys the Plot to a third party. The personal obligation to pay Assessments and charges shall not pass to successors in title of an Owner unless expressly assumed by such successor but shall remain a lien on the Plot.~~

~~Unless the Country Club specifically consents to the payment thereof, the Country Club is obligated to pay to the Master Association only Regular Assessments, Supplementary Assessments and other charges made in accordance with this Declaration, the Articles, By Laws and Rules and Regulations. The Assessments shall be levied and collected as provided in the Master Association's Founding Documents. All Assessments and charges, and any interest, late charges, attorneys' fees, court costs and other costs of collection, shall be a continuing lien on the Country Club property against which such Assessments and charges are made until fully paid and shall also be the obligation of the Country Club at the time when such Assessments and charges fall due and shall remain the obligation of the Country Club even if the Country Club conveys the Country Club property to a third party. The obligation to pay such Assessments and charges shall not~~

~~pass to successors in title of the Country Club unless expressly assumed by such successor but shall remain a lien on the Country Club property.~~

~~If an Owner or the Country Club fails to timely pay any Assessment or make any other payment required in the Master Association Founding Documents and the Rules and Regulations, the Master Association is hereby granted a lien on such Owner's Plot or the Country Club's property, as applicable, which lien shall secure the payment then due and all sums coming due thereafter up to the date of the satisfaction or other discharge of such lien, together with interest at the highest permitted legal rate of interest under Florida law from the date of delinquency, and all costs of collection, including reasonable attorneys' fees, which includes those resulting from appellate proceedings, which may be incurred by the Master Association in enforcing this lien and the costs of performing any other work required to enforce compliance with this Declaration. The Master Association may record in the Public Records of Collier County, Florida a "Claim of Lien" or similar document describing the amounts claimed due by the Master Association as to any one or more Plots or the Country Club property. The Claim of Lien shall state the description of the Plot or the Country Club property encumbered thereby, the name of the Owner or the Country Club, the amount then due and the date when due and the lien shall continue in effect until all sums secured by said lien, as herein provided, shall have been fully paid, and said lien satisfied or discharged. The execution and recording of such a Claim of Lien shall not be required in order for the continuing lien of Assessments and payments due hereunder to be valid, however the recording of such Claim of Lien shall determine the priority of the lien with respect to liens against the Plot claimed by a neighborhood Association or any third party claimant. The Master Association may bring action at law against an Owner or the Country Club to pay their respective obligations to the Master Association, or it may foreclose the lien against his Plot or the Country Club property, as applicable. An Owner or the Country Club against whom any such proceeding is successfully brought shall pay all costs of collection, including reasonable attorney's fees, which includes those resulting from appellate proceedings. No Owner or the Country Club may waive or otherwise escape liability for the Assessments and payments required to be paid under the Master Association Founding Documents and the rules and regulations by non-use or abandonment of his Plot or the Country Club property.~~

Sections 3.1, 3.2, 3.4, 3.5, 3.7, 3.8, 3.9 of proposed Declaration

3.1 Covenants to Pay Assessments. Each Owner of a Lot by the act of becoming an Owner covenants and agrees, and each subsequent Owner of any Lot (including any purchaser at a judicial sale), by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Master Association the Owner's proportionate share of Assessments as described below:

(A) Regular Assessments. The Board may levy Regular Assessments against the Owners and the Country Club (as provided herein) for the budgeted Common Expenses. The Board shall determine the amount and time for payment of Regular Assessments pursuant to the Articles and Bylaws. The Board may consider the current maintenance, operational and other costs of the Master Association and its future needs, including the need for reserves.

(B) Supplementary Assessments. The Board may levy Supplementary Assessments in addition to the Regular Assessment necessary to pay Common Expenses including, without limitation, amounts to cover non-recurring items of Common Expense.

or amounts necessary to supplement Regular Assessments in order to defray Common Expenses of the budget. If the Board determines that the Regular or any Supplementary Assessment are, or will become, inadequate to meet all Common Expenses for any reason, it shall determine the approximate amount of such inadequacy and make a Supplemental Assessment against each Lot specifying the date or dates when due. A Supplementary Assessment may be added to and paid with installments of the Regular Assessment, or be otherwise payable as determined by the Board.

(C) **Special Assessments.** Special Assessments represent a “charge” against a particular Owner and his Lot necessary to reimburse the Master Association for costs in bringing the Owner or his Lot into compliance with the provisions of the Governing Documents. Special Assessments may be levied by the Board and given their nature and purpose, may be levied on a non-uniform basis. The Country Club shall not be responsible for payment of any Special Assessments unless consent to such Special Assessment is approved by the Country Club.

(D) **Improvement Assessments.** Improvement Assessments are levied against an Owner and his Lot representing the prorata share of the cost to the Master Association for the installation or construction of any capital improvements to the Common Areas, the cost of the acquisition of additional Common Area, or the reconstruction of any portion or portions of the Common Area which the Master Association may from time to time authorize pursuant to the provisions of this Declaration, it being the specific intent of this section the Improvement Assessments shall exclude routine and non-routine maintenance of the Common Areas. All Improvement Assessments must first be approved by at least a majority of the Regular Members and the Master Association must provide at least sixty (60) days notice of the meeting at which such Improvement Assessment will be considered by the Board. Improvement Assessments shall be payable at such times as may be determined by the Board and approved in accordance with the Governing Documents. All amounts collected as Improvement Assessments may only be used for capital Improvements and shall be deposited by the Board in a separate account to be held in trust for such purposes. Improvement Assessments shall not be commingled with any other funds of the Master Association and shall be considered a contribution to the capital account of the Master Association by the Members obligated to pay such Assessments. The Country Club shall not be responsible for payment of any Improvement Assessments unless consent to such Improvement Assessment is approved by the Country Club.

(E) **Service Assessments.** Service Assessments represent charges against a particular Owner and his Lot for any service, material or combination thereof which may be obtained by the Master Association for the use and benefit of such Owner or his Lot or an individual Neighborhood, but which can be accepted or not by the Owner of such Lots or by the Owners within such Neighborhood, such as contracting in bulk for repairs, services, materials or maintenance. Service Assessments may be levied on a non-uniform basis. The Country Club shall not be responsible for payment of any Service Assessments unless consent of such Service Assessment is approved by the Country Club.

3.2 Liability of Payment. Assessments and charges shall be established and collected as provided herein and elsewhere in the Governing Documents. The Owner of each Lot, regardless of how title was acquired, is liable for all Assessments and charges, together with interest, costs and reasonable attorney’s fees, installments and any monetary obligation thereon coming due while he is the Owner. Multiple Owners are

jointly and severally liable for all monetary obligations. Except as provided below, whenever title to a Lot is transferred for any reason, the transferee is jointly and severally liable with the transferor for all unpaid Assessments and all charges, including but not limited to, administrative and attorney's fees, against the transferor, regardless of when incurred, without prejudice to any right the transferee may have to recover from the transferor any amounts paid by the transferee. No Owner may waive or otherwise escape liability for the Assessments and charges provided for herein by waiver or non-use of the Common Areas, by abandonment, or otherwise. Except as provided elsewhere in the Governing Documents, no Owner may be excused from the payment of Assessments unless all Owners are similarly excused. Assessments and other funds collected by or on behalf of the Master Association become the property of the Master Association. No Owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his Lot. No Owner can withdraw or receive distribution of his prior payments to the common surplus or Master Association reserves, except as otherwise provided herein or by law. The Board of Directors shall have discretion to compromise, as each situation may require, regarding late charges, interest, attorney fees, and other collection costs, but not as to Assessments. A compromise in one situation will not in any way require a compromise in any other situation.

3.4 Payment Due Date. Assessments shall be payable at such time as the Board determines. Receipt of a reminder or invoice is not a prerequisite or requirement for payment. The responsibility to timely pay any Assessment levied by the Master Association is independent of a receipt.

3.5 Purposes of Assessments. The Assessments levied by the Master Association shall be used for the purposes of promoting the general welfare of the Owners and residents of the Master Association, to operate, maintain, repair, improve, construct, and preserve the Common Areas for the benefit of its Members, their Guests, Tenants and invitees; and to perform all other duties and responsibilities by the Master Association as provided in the Governing Documents.

3.7 Lien. The Master Association has a lien on each Lot and/or Country Club Property, if applicable, for unpaid past due Assessments, and charges, together with interest, late payment penalties, costs and reasonable attorneys' fees incurred by the Master Association in enforcing this lien. The lien is perfected by recording a claim of lien in the public records of Collier County and shall relate back to the recording date of the original Declaration of the Master Association, which claim of lien shall state the description of the property encumbered thereby, the name of the record Owner, the amounts then due and the dates when due. The claim of lien must be signed and acknowledged by an Officer, agent, or attorney of the Master Association. The lien shall continue in effect until all sums secured by said lien have been fully paid, and the lien satisfied or discharged. The claim of lien shall secure all unpaid Assessments, fines and charges, interests, late fees, costs and attorney fees which are due and which may accrue or come due after the recording of the claim of lien and before the entry of a final judgment of foreclosure. Upon full payment, the person making payment is entitled to a satisfaction of the lien.

3.8 Foreclosure of Lien. The Master Association may bring an action in its name to foreclose its lien for unpaid Assessments or charges upon a Lot or the Country Club Property, if applicable, by the procedures and in the same manner as is provided in Section 720.3085 of the Florida Statutes, as amended from time to time. All unpaid

Assessments and charges also constitute a personal obligation of the Owners and the Country Club and the Master Association may, in addition to any other remedy herein provided, bring an action at law against any Owner or the Country Club liable for unpaid monetary obligations, charges or Assessments. If final judgment is obtained, such judgment shall include interest on the Assessments as above provided and reasonable attorneys' fees to be fixed by the Court, together with the costs of the action, and the Master Association shall be entitled to recover any attorney fees in connection with any appeal of such action.

3.9 Priority of Liens. The Master Association's lien for unpaid charges, Assessments and all other amounts shall be subordinate to any recorded institutional first mortgage, unless the Master Association's claim of lien was recorded before the mortgage was recorded, but shall relate back to the date the original Declaration was recorded in the Collier County, Florida Public Record and be superior to, and take priority over, any other mortgage, lien or interest recorded after that date. The above subordination shall in no way extinguish the liability of an institutional first mortgagee for any monetary obligations owed to the Master Association. Any lease of a Lot shall be subordinate and inferior to the lien of the Master Association, regardless of when the Lease was executed.

7. Country Club Budget Responsibility

Section 7.8 of 2004 Declaration. Section 3.3 of proposed Declaration.

COUNTRY CLUB PARTICIPATION. The Country Club shall be solely assessed annually for security services plus any other services provided from time to time by the Master Association to the Country Club as agreed to by the parties in writing. The assessment for security services shall be six and one-quarter percent (6.25%) of the security amounts included in the Regular Budget covering personnel, vehicles, uniforms and payroll services adopted by the Board for the current year. In the event the Country Club incurs access and patrol obligations in excess of the budgeted amount in any calendar month, the Country Club shall be responsible for the above 6.25% responsibility for said additional amounts incurred by the Master Association, and payment for said additional amounts shall be paid by the Country Club to the Master Association within ten (10) days of receipt by the Country Club of the actual amounts incurred by the Master Association for access and patrol. ~~Increases in the amount assessed for the preceding year shall not exceed the twelve (12) month percentage change in the CPI-U as published by the U.S. Bureau of Labor Statistics each September.~~

8. Reserves

Section 7.12 of 2004 Declaration:

~~7.4 Reserves. The Board may establish reserve accounts funded from Regular Assessments in reasonable amounts and in such categories as are determined by the Board for deferred maintenance and repair, including maintenance of all Common Property, and emergency repairs as a result of casualty losses, and recurring periodic maintenance or the initial cost of any new service to be performed by the Master Association. All amounts collected as a reserve shall be deposited or invested by the Board in separate accounts to be held in trust for the purposes for which such funds are~~

~~collected, and shall not be commingled with any other funds of the Master Association. Such reserves shall be deemed a contribution to the capital account of the Master Association by the Members.~~

Section 6.4 of proposed Bylaws:

6.4 Reserves. The Board of Directors may establish in the budget one or more reserve accounts for capital expenditures, deferred maintenance, or contingency reserves for unanticipated operating expenses. Board adopted reserve funds are not controlled by Chapter 720 Florida Statutes and therefore may be spent, waived or used as approved by the Board. The purpose of reserves is to provide financial stability and to avoid the need for Special Assessments. The annual amounts proposed to be so reserved shall be shown in the annual budget.

9. *Foreclosing Mortgagee Liability*

Section 7.13 of 2004 Declaration:

~~7.13 — RIGHTS OF MORTGAGES~~

~~The lien of the Assessments provided for in this Declaration which accrue and become due and payable with respect to any Plots or the Country Club property after a mortgage is recorded encumbering such Plots or Country Club property but prior to the conveyance of title as a result of a foreclosure or a conveyance in lieu of foreclosure, is subordinate to the lien of such mortgage. The party acquiring title to the Plot or Country Club property as a result of foreclosure or conveyance in lieu of foreclosure of such mortgage thereon is not liable for Assessments which became due prior to such acquisition. All such unpaid Assessments shall be deemed a Common Expense collectible from all Owners, including the person or institution acquiring title to such Plot or Country Club property through foreclosure or conveyance in lieu of foreclosure of such mortgage thereon. This shall not relieve an Owner or the Country Club from responsibility for unpaid Assessments for the period of time he owned the applicable Plot or Country Club property. Any Assessments against Plots or Country Club property accruing prior to recordation of a mortgage or after the acquisition of title as a result of foreclosure or conveyance in lieu of foreclosure of such mortgage thereon shall be a lien against such Plots or Country Club property in the manner otherwise provided for in this Declaration.~~

Section 3.14 of proposed Declaration:

3.14 Mortgage Foreclosure. Unless otherwise provided by law, if the mortgagee of a first mortgage or an institutional mortgage of record acquires title to a Lot as a result of foreclosure of the mortgage, or as the result of a deed given in lieu of foreclosure, such acquirer or title shall be jointly and severally liable for all past due monetary obligations attributable to the Lot, or to the former Owner of the Lot, which came due prior to the mortgagee's acquisition of title or as required by Section 720.3085, Florida Statutes, including, but not limited to, Assessments, charges, interest, late fees, costs (including any administrative or collection costs) and attorneys' fees. Any unpaid share of Common Expenses for which such acquirer is exempt from liability becomes a Common Expense collectible from all Owners, including such acquirer and his successors and assigns. All other persons or entities acquiring title to a Lot as the result

of a foreclosure or other court ordered sale shall be obligated to pay all past due Assessments, charges, interest, late fees, costs, and attorneys' fees due and owing at the time of sale regardless of whether or not the Master Association has filed a lien. No Owner or acquirer of title to a Lot by foreclosure, or by a deed in lieu of foreclosure, may be excused from the payment of any Assessments coming due during the period of his ownership.

10. Access and Patrol.

Section 9.1 in 2004 Declaration. Section 13.9 in proposed Declaration.

9.1 — SECURITY

13.9 Access and Patrol The Master Association may, but shall not be obligated to, maintain or support certain activities within the Properties designed to monitor access within the Properties ~~make the Properties safer than they otherwise might be~~. The Master Association shall not in any way be considered insurers or guarantors of security within the Properties, nor shall ~~it~~ ~~they~~ be held liable for any loss or damage by reason of failure to provide adequate security or of ineffectiveness of security, access control and patrol measures undertaken. No representation or warranty is made that any gatehouse, fence, buffer areas, fire protection system, burglar alarm system, security camera system or other security measures cannot be compromised or circumvented, nor that any such security systems or measures undertaken will in any or all cases prevent loss or provide the detection or protection for which the security systems or measures were designed or intended. Each Owner and member of the Country Club acknowledges, understands and covenants to inform its tenants and invited guests that the Master Association, its Board of Directors, committees, and officers are not insurers and that each person using the Properties assumes all risks for loss or damage to Persons, to dwellings and to the contents of dwellings resulting from acts of third parties.

11. Litigation

Section 9.7 of 2004 Declaration:

9.7 — LITIGATION

~~No judicial or administrative proceeding shall be commenced or prosecuted by the Master Association unless approved by a vote of two thirds (2/3) of the Regular Members. This Section 9.7 shall not apply, however, to (a) actions brought by the Master Association to enforce the provisions of this Declaration (including without limitation, the foreclosure of liens); (b) the imposition and collection of Assessments as provided in Article VII; (c) proceedings involving challenges to ad valorem taxation or (d) counterclaims brought by the Master Association in proceedings instituted against it. This Section 9.7 shall not be amended unless such amendment is approved by the percentage of votes, and pursuant to the same procedures, necessary to institute judicial or administrative proceedings as provided above.~~

Section 13.3 of proposed Declaration:

13.3 Litigation. Enforcement actions for damages, or for injunctive relief, or both, on account of any alleged violation of law, or of the Governing Documents or Master Association rules, may be brought by any Owner, or the Master Association against:

- _____ (A) The Master Association;
- _____ (B) The Owner;
- _____ (C) Anyone who occupies or is a Tenant or Guest of a Lot; or
- _____ (D) Any Officer or Director of the Master Association who willfully and knowingly fails to comply with these provisions.

Disputes set forth in Florida Statutes section 720.311(2)(a) [2015], as amended from time to time, between the Master Association and an Owner shall be the subject of a demand for presuit mediation served by an aggrieved party before the dispute may be filed in court. Presuit mediation proceedings must be conducted in accordance with the applicable Florida Rules of Civil Procedure.

12. Amendments to Declaration

Section 9.11 of 2004 Declaration. Section 12.2 of proposed Declaration.

~~9.11 MODIFICATION AND AMENDMENT OF DECLARATION~~

12.2 Amendments by Members. Except as otherwise provided herein or by law, this Declaration may be amended, at anytime, by the Modifications and amendments to this Declaration may be made from time to time upon the affirmative vote of two-thirds (2/3) of all the Regular Members voting in person or by proxy at a meeting of the Members of the Master Association at any Annual or Special meeting called for that purpose. Notwithstanding the above, any amendment to the Governing Documents resulting in the acquisition of a leasehold, membership or other possessory or use interest in the Country Club or to effectuate or require Regular Members to maintain a membership in the Country Club shall require the affirmative vote of at least two-thirds (2/3) of the Regular Members. However, the full text of any proposed amendments shall be included in the notice of such Annual or Special meeting and the voting requirements specified for any action under any provisions of this Declaration shall also apply to any amendment of such provisions. This Declaration is supplemental to and independent of any zoning, present or future, of Collier County Florida, or of any other applicable County, or of any other governmental entity, and no variance or zoning change permitted by the appropriate governmental authority shall in any way be construed to reduce or modify the covenants contained herein. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall identify the Book and Page of the Public Records where the Declaration is recorded, and shall be executed by the President of the Master Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Collier County, Florida.

13. Election of Remedies.

Section 9.13 of 2004 Declaration:

9.13 REMEDIES

~~In the event of a violation or breach of this Declaration, the Master Association shall have the right to proceed at law, or in equity, to compel compliance with the terms hereof or to prevent the violation or breach of any of them. The failure to enforce any right, reservation, restriction, condition or limitation herein contained, however long delayed, shall not be deemed a waiver or the right to do so thereafter.~~

Section 13.5 of proposed Declaration:

13.5 No Election of Remedies. All rights, remedies and privileges granted to the Master Association or Owners under the law and the Governing Documents shall 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 any other rights, remedies, or privileges that may be available

II. BYLAWS

I. Notice of Members Meetings

Section 6.3 of 2004 Bylaws:

~~6.3 — NOTICE OF MEETINGS. Notice of all Members meetings must state the time, date and place of the meeting and the purposes for which the meeting is called. The Notice must be mailed to each Member at his address as it appears on the books of the Master Association, or may be furnished by personal delivery, unless waived in writing. The Notice must be mailed or delivered not less than ten (10) days, nor more than thirty (30) days before the time of the meeting. If a Membership is transferred after the Notice is given by the Master Association, the transferee need not be notified. If presented personally, a receipt of such notice shall be signed by the member, indicating the date on which such notice was received. If mailed, such notice shall be deemed to be properly given when deposited in the United States Mail, postage prepaid, addressed to the member at such post office address as appears on the records of the Association. Proof of such mailing shall be given by the affidavit of the person giving notice and filed in the Association's minute book. Any Member may, by written waiver of notice signed by such Member, waive such notice, and such waiver, when filed in the records of the Association, whether executed and filed before or after the meeting, shall be deemed to be equivalent to the giving of such notice to such Member.~~

Section 3.3 of proposed Bylaws:

3.3 Notice Meetings; Waiver of Notice. Notices of all Members' meetings must state the date, time and place of the meeting. Notice of special meetings must include a description of the purpose or purposes for which the meeting is called. The notice must be mailed to each Regular Member and, if applicable, each Limited Member, at the member's address as it appears on the books of the Master Association, or may be

furnished by personal delivery or electronic transmission to those Members consenting to receive notice by electronic mail. The Members are responsible for providing the Master Association with any change of address. The notice must be mailed, transmitted or delivered at least fourteen (14) days prior to the date of the meeting. If ownership of a Lot is transferred after notice has been mailed or transmitted, no separate notice to the new Owner is required. Attendance at any meeting by a Member constitutes waiver of notice by that Member, unless the member objects to the lack of notice at the beginning of the meeting. A Member may also waive notice of any meeting at any time by written waiver.

2. Proxies

Section 6.5 of 2004 Bylaws:

~~6.5 — PROXIES. A proxy may be given by any person entitled to vote, but shall be valid only for the specific meeting for which originally given and/or any lawful adjournment of that meeting. No proxy shall be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, signed by the person authorized to cast the vote, specifying the date, time and place of the meeting for which it was given and, if a limited proxy, shall set forth those items on which the holder of the proxy may vote, and the manner in which the vote is to be cast, and the original must be delivered to the Secretary at least twenty four (24) hours before the appointed time of the meeting or adjournment thereof. Any person who has reached his majority may be named a proxy. Holders of proxies need not be Regular Members. The holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy.~~

Section 3.6 of proposed Bylaws:

3.6 Proxy Voting. Members may cast their votes at a meeting in person or by proxy. A proxy shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting. No proxy shall be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, signed by the person authorized to cast the vote for the Lot, specify the date, time and place of the meeting for which it is given, and must be delivered to the Secretary by the appointed time of the meeting or adjournment thereof. No proxy shall be valid if it names more than one (1) person as the holder of the proxy, but the holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy. Limited proxies may be used in election of Directors in accordance with Section 4.3 of these Bylaws and other matters requiring a vote of the Owners. General proxies may not be used in the election of Directors, but may be used for other matters for which limited proxies are not required. In addition, the Board shall have the authority to adopt reasonable Rules and Regulations regarding the use of a power of attorney, including the ability of any agent in fact to attend a meeting of the Members or a meeting of the Board of Directors.

3. Director Numbers, Terms, Qualifications, Limits

Sections 7.2 and 7.3 of 2004 Bylaws. Sections 4.1 and 4.2 of proposed Bylaws:

~~7.3~~ **4.1 NUMBER AND TERM OF SERVICE.** The number of Directors which shall constitute the whole Board of Directors shall be consist of nine (9) Directors. The number of Directors may be increased or decreased by the Board from time to time without amendment to these By-Laws, but shall never be less than three (3) Directors. All Directors shall be elected for a term of two (2) years each. The Master Association shall continue the use of staggered terms. Directors shall be elected at the Master Association's Annual Meeting.

A Director's term will end at the annual meeting at which his successor is to be duly elected, unless the Director sooner resigns or is recalled as provided for in Section 4.5 below. Directors shall be elected by the Members as described in Section 4.3 below, or in the case of a vacancy, as provided for in Section 4.4 below.

~~Each Director's term of office shall be two (2) years, but all Directors shall continue in office until their successors are duly elected and installed. Directors terms shall be staggered by electing half of the Board membership, rounded up to the next odd number, in odd numbered years and the remaining Directors in even numbered years. In the initial election of Directors after adoption of these By Laws, nine (9) Directors shall be elected with the four (4) elected Directors receiving the highest number of votes serving two (2) year terms and the remaining five (5) Directors serving one (1) year terms.~~

4.2 Qualifications. Directors may serve no more than two (2) consecutive terms and shall not be permitted to serve again for a three (3) year period thereafter, provided that Directors elected or appointed to less than a one (1) year term to fill Board vacancies shall be eligible to be elected to two (2) successive terms after such vacancy term. Each Director must be an Owner or Primary Occupant or the spouse of an Owner or Primary Occupant. In the case of a Lot owned by a corporation, any Officer is eligible for election to the Board of Directors. If a Lot is owned by a partnership, any partner is eligible to be a Director. If a Lot is held in trust, the trustee, grantor or settlor of the trust, or any one of the beneficial owners residing in the Lot is eligible to be elected to the Board of Directors. No more than one (1) Director may serve on the Board for any Lot at any one time, regardless of the number of eligible persons. Within 90 days after being elected or appointed to the Board, each Director shall certify in writing to the secretary of the Master Association that he or she has read the Governing Documents, that he or she will work to uphold such documents and policies to the best of his or her ability, and that he or she will faithfully discharge his or her fiduciary responsibility to the Master Association's members. Within 90 days after being elected or appointed to the board, in lieu of such written certification, the newly elected or appointed director may submit a certificate of having satisfactorily completed the educational curriculum administered by a division-approved education provider within 1 year before or 90 days after the date of election or appointment.

4. Notice of Board Meetings.

Section 7.11 of the 2004 Bylaws:

~~7.11 — NOTICE TO MEMBERS. Notices of all Board meetings must be posted in a conspicuous place in the community at least forty eight (48) hours in advance of a meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place in the community, 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. Notice of a Board meeting may also be given to each person entitled to notice by electronic transmission. 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.~~

Section 4.8 of the proposed Bylaws (timeliness and electronic notice)

4.8 Notice to Owners. Meetings of the Board of Directors shall be open to Regular Members except for meetings between the Board and its attorney with respect to personnel matters and proposed or pending litigation where the discussion would otherwise be governed by the attorney-client privilege, and notices of all Board meetings, together, shall be posted conspicuously in the community at least forty-eight (48) continuous hours in advance of each Board meeting, except in an emergency. Notice of any Board meeting at which rules affecting the use of a parcel or Special Assessments are to be considered shall specifically contain a statement that rules or Special Assessments will be considered and the nature of the rule or Assessments and shall be mailed, delivered or electronically transmitted and posted at least fourteen (14) days in advance. Notice may be given by electronic mail to those Members who consent to receive notice by electronic mail.

5. Amendments to Bylaws.

Sections 13.1 and 13.2 of 2004 Bylaws. Sections 9.1, 9.2 and 9.3 of proposed Bylaws.

~~13.1 — AMENDMENTS OF BYLAWS. 9.1 Proposal. Amendment to these By-Laws shall be proposed by a majority of the Board or upon petition of one-fourth (1/4th) of the Voting Interests, and shall be submitted to a vote of the Members not less than the next annual meeting at least two thirds (2/3) of the Board of Directors and approved by the Regular Members at any Annual or Special Meeting called for that purpose.~~

9.2 Vote Required. Except as otherwise required by Florida law or as provided elsewhere in these Bylaws, these Bylaws may be amended if the proposed amendment is approved by the affirmative ~~in~~ order to become effective, an amendment must receive the positive vote of at least two-thirds (2/3rds) of the Regular Members of the Master Association present and voting, in person or by proxy, at a duly called meeting of the Members of the Master Association entitled to vote thereon. The full text of any proposed amendment shall be included in the notice of such Annual or Special Meeting and the voting requirements specified for any action under any provision of these By Laws shall also apply to any amendment of such provisions. No amendment affecting the Country Club shall be effective without the consent of the Country Club.

9.3~~13.2~~ AMENDMENT EFFECTIVE DATE. An amendment shall become effective upon recording of a copy at the time specified in the amendment documents duly proposed and approved as provided in Section 13.1 of these By Laws. The amendment shall be filed with the Secretary of State and a certified copy recorded in the Public Records of Collier County, Florida, with the same formalities as are required in the Declaration for recording amendments to the Declaration and in any other applicable county.