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C-44

Prepared without opinion by and return to:
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Naples, Florida 34103

Retn:
KENSINGTON PARK MASTER ASSOC
2700 PINE RIDGE RD
NAPLES FL 34109

CERTIFICATE OF AMENDMENT AND RESTATEMENT

The undersigned, being the duly elected and acting President of KENSINGTON PARK MASTER ASSOCIATION, INC., a Florida corporation not-for-profit (the "Master Association"), does hereby warrant and certify that each of the following are true and correct:

1. The Master Declaration And General Protective Covenants, Conditions And Restrictions For Kensington Park recorded on May 12, 1993 in O.R. Book 1825, Pages 186 et seq., of the Public Records of Collier County, Florida, as amended (the "Prior Declaration"), is hereby amended, restated and replaced in its entirety by the Amended And Restated Master Declaration And General Protective Covenants, Conditions And Restrictions For Kensington Park which is attached hereto and made a part hereof (the "Restated Declaration"). J. Dudley Goodlette, as Trustee, the Successor Declarant under the Prior Declaration (the "Successor Declarant"), is no longer the sole voting Member¹ of the Master Association. The Master Association is the successor to all of the rights, powers, duties, privileges and responsibilities of the Successor Declarant. The Restated Declaration was duly approved and adopted by the affirmative vote of not less than two-thirds (2/3) of all Members of the Master Association at an Annual or Special meeting called for the purpose of amending, restating and replacing the Prior Declaration. The full text of the Restated Declaration was included in the notice of such Annual or Special meeting. The voting requirements specified for any action under any provisions of the Prior Declaration were also complied with for any amendment of such provisions. No amendments to the Prior Declaration are in contravention of the duties, responsibilities or obligations of the Master Association or the Members as provided in the Prior Declaration.

2. The Articles Of Incorporation of Kensington Park Master Association, Inc. filed with the Florida Secretary of State on May 10, 1993 and recorded on May 12, 1993 in O.R. Book 1825, Pages 260 et seq., of the Public Records of Collier County, Florida (the "Prior Articles"), are hereby amended, restated and replaced in their entirety by the Amended And Restated Articles Of Incorporation of Kensington Park Master Association, Inc. which are attached hereto and made a part hereof (the "Restated Articles"). The Successor Declarant is no longer the Declarant Member of the Master Association. The Restated Articles were proposed by unanimous consent of the Board of Directors and duly approved and adopted by not less than two-thirds (2/3) of the Members of the Master Association at an Annual or Special meeting called for the purpose of amending, restating and replacing the Prior Articles. The full text of the Restated Articles was included in the notice of such Annual or Special meeting. The voting

¹ Except as otherwise defined herein, all Capitalized Terms in this Certificate Of Amendment And Restatement shall have the meaning given to them under the Prior Declaration.

requirements specified for any action under any provisions of the Prior Articles were also complied with for any amendment of such provisions. No amendments to the Prior Articles are in contravention of the duties, responsibilities or obligations of the Master Association or the Members as provided in the Prior Declaration. All amendments affecting the Country Club received the prior written consent of the Owner thereof.

3. The By-Laws of Kensington Park Master Association, Inc. recorded on May 12, 1993 in O.R. Book 1825, Pages 272 et seq., of the Public Records of Collier County, Florida (the "Prior By-Laws"), are hereby amended, restated and replaced in their entirety by the Amended And Restated By-Laws of Kensington Park Master Association, Inc. which are attached hereto and made a part hereof (the "Restated By-Laws"). The Restated By-Laws were proposed by unanimous consent of the Board of Directors and duly approved and adopted by not less than two-thirds (2/3) of all Members of the Master Association at an Annual or Special meeting called for the purpose of amending, restating and replacing the Prior By-Laws. The full text of the Restated By-Laws was included in the notice of such Annual or Special meeting. The voting requirements specified for any action under any provisions of the Prior By-Laws were also complied with for any amendment of such provisions. No amendments to the Prior By-Laws are in contravention of the duties, responsibilities or obligations of the Master Association or the Members as provided in the Prior Declaration.

Dated this 19th day of August, 2004.

KENSINGTON PARK
MASTER ASSOCIATION, INC.

Jackie L. Boyer
Witness #1 Name: Jackie L. Boyer

By: Norman G. Harris
Norman G. Harris, President

Dexter R. Groose
Witness #2 Name: Dexter R. Groose

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 19th day of August, 2004, by Norman G. Harris, President of KENSINGTON PARK MASTER ASSOCIATION, INC., a Florida corporation not-for-profit, [] who is personally known to me or [] who has produced _____ as identification.

Mary W. Lahan
Notary Public
(SEAL)



Mary W Lahan
My Commission DD160006
Expires December 03, 2006

**AMENDED AND RESTATED
MASTER DECLARATION AND GENERAL PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS**

FOR

KENSINGTON PARK

THIS AMENDED AND RESTATED MASTER DECLARATION AND GENERAL PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS IS MADE THIS 20TH DAY OF MAY, 2004 BY THE KENSINGTON PARK MASTER ASSOCIATION, INC., A FLORIDA CORPORATION NOT-FOR-PROFIT.

WITNESSTH:

WHEREAS, the real property legally described on Exhibit A attached hereto and made a part hereof is currently subject to protective covenants, conditions and restrictions imposed by that Master Declaration And General Protective Covenants, Conditions And Restrictions For Kensington Park recorded on May 12, 1993 in O.R. Book 1825, Pages 186 et seq., of the Public Records of Collier County, Florida, as amended (the "Prior Declaration");

WHEREAS, the Master Association is the successor to all of the rights, duties and responsibilities of the Declarant under the Prior Declaration;

WHEREAS, the Master Association desires to continue the preservation and enhancement of property values, amenities and opportunities in Kensington Park and contributing to the general health, safety and welfare of residents and for the maintenance of the land and improvements thereon, and to this end desires to subject the Properties to the protective covenants, conditions, restrictions and other provisions hereinafter set forth in this Declaration, each and all of which is and are for the benefit of the Properties and each Owner thereof;

WHEREAS, this Declaration contains amendments to the provisions of the Prior Declaration, all of which have been duly adopted as provided in the Prior Declaration;

WHEREAS, this Declaration amends, restates and replaces the Prior Declaration in its entirety;

NOW THEREFORE, the Master Association declares that the Properties legally described on Exhibit A attached hereto and made a part hereof are and shall be owned, used, and conveyed subject to the covenants, restrictions, easements, and conditions, and all other provisions of this Declaration as it may be amended from time to time, all as hereinafter set forth, which shall run with the land and be binding on all parties having any right, title or interest in the Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I
DEFINITIONS

The terms used in this Declaration shall generally be given their natural, commonly accepted definitions except as otherwise specified. Except as may be provided elsewhere throughout this Declaration, capitalized terms, unless the context clearly requires otherwise, shall be defined as set forth below.

1.1 "ARCHITECTURAL PLANNING CRITERIA" shall mean the criteria used by the Architectural Review Board pursuant to this Declaration, as it may be modified or amended from time to time in accordance with Article V.

1.2 "ARCHITECTURAL REVIEW BOARD" OR "ARB" shall mean and refer to the Architectural Review Board of the Master Association. Architectural review and control functions of the Master Association shall be administered and performed by the Architectural Review Board which shall consist of at least three (3) Members who need not be Members of the Master Association.

1.3 "ARTICLES" means the Amended and Restated Articles of Incorporation of the Master Association as attached hereto as Exhibit B and as may be amended from time to time.

1.4 "ASSESSMENT" OR "ASSESSMENTS" means those charges made by the Master Association against a particular Owner and his Plot in accordance with this Declaration and secured by a lien against such Plot. The following meanings are given to the following types of Assessments:

a. "REGULAR ASSESSMENT" means the recurring periodic assessment for each Owner's and the Country Club's share of the budgeted Common Expenses.

b. "SUPPLEMENTARY ASSESSMENT" means Assessments in addition to the Regular Assessments necessary to pay Common Expenses, including, without limitation, amounts to cover non-recurring items of Common Expenses, or amounts necessary to supplement Regular Assessments in order to defray Common Expenses of the budget

c. "SPECIAL ASSESSMENT" means a charge against a particular Owner and his Plot necessary to reimburse the Master Association for costs in bringing the Owner or his Plot into compliance with the provisions of this Declaration, the Articles, By-Laws or Rules and Regulations, or amounts advanced by the Master Association in accordance with this Declaration on behalf of an Owner or his Plot, or any other share designated as a Special Assessment in this Declaration, the Articles, By-Laws or Rules and Regulations.

d. "IMPROVEMENT ASSESSMENT" means a charge against an Owner and his Plot representing the prorata share of the cost to the Master Association for the installation or construction of any Capital Improvements to the Common Property, the cost of the acquisition of additional Common Property, or the reconstruction of any portion or portions of the Common Property which the Master Association may from time to time authorize pursuant to the provisions of this Declaration.

e. "SERVICE ASSESSMENT" means a charge against a particular Owner and his Plot 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 Plot or an individual Neighborhood, but which can be accepted or not by the Owner of such Plots or by the Owners within such Neighborhood, such as contracting in bulk for repairs, services, materials or maintenance. The amount paid or incurred by the Master Association on behalf of such Owners accepting or subscribing to such material or service shall be a Service Assessment against such Owner and his Plot, or against all Plots within a Neighborhood in the event that a Neighborhood Association, in accordance with its Founding Documents, subscribes to such materials or services. The Owner(s) are deemed to agree to such Service Assessment by subscribing, requesting or accepting such material or service.

1.5 "ASSESSMENT INDEX" means the factor assigned to each Plot to establish the relative share of Common Expenses to be borne by such Plot through payment of Regular and Supplementary Assessments, or for paying Improvement Assessments.

1.6 "BOARD OF DIRECTORS" or "BOARD" shall mean and refer to the Board of Directors of the Master Association.

1.7 "BY-LAWS" means the Amended and Restated By-Laws of the Master Association as attached hereto as Exhibit C and as may be amended from time to time.

1.8 "COMMON EXPENSES" means the actual and estimated cost of the following:

- a. The cost for maintaining, managing, operating, repairing and replacing Common Property and personal property owned by the Master Association, including the cost for utilities, trash disposal, street cleaning, insurance and taxes.
- b. Expenses for administration and management of the Master Association.
- c. Reasonable reserves as deemed appropriate by the Board.
- d. Unpaid Regular, Supplementary, Special, Improvement and Service Assessments.
- e. Any other cost designated herein as a Common Expense, or reasonably or necessarily incurred by the Master Association in connection with owning, operating, maintaining, managing or improving the Common Property or for the discharge of any obligation expressly or impliedly imposed on the Master Association by this Declaration, the Articles, By-Laws or Rules and Regulations.

1.9 "COMMON AREA" or "COMMON PROPERTY" shall mean and refer to all real property, easements, rights of way, licenses, interest in real property, use rights and servitudes and improvements thereof, that are now or in the future, owned, contracted for, or leased or otherwise held by the Master Association for the common use and enjoyment of its Members. Common Property includes, but is not limited to, Conservation Lands, lakes, sidewalks, roadways and gatehouses.

1.10 "CONSERVATION BUFFER EASEMENT" shall mean and refer to an easement granted to the Board of County Commissioners of Collier County, Florida, over any portion of the Conservation Buffer Zone deeded to an Owner. The Master Association shall be responsible for the enforcement of all Conservation Buffer Easements in compliance with all applicable governmental regulations and permits.

1.11 "CONSERVATION BUFFER ZONE" shall mean and refer to the 20 foot vegetation buffer required by the P.U.D., if any, which is located in the rearmost 20 feet of those Plots whose rear property line is adjacent to Conservation Lands. With the exception of exotic vegetation removal, a Conservation Buffer Zone may not be altered from its natural state.

1.12 "CONSERVATION LANDS" or "PRESERVE AREA" shall mean and refer to all areas designated as such on the Plat. Conservation Lands are required to be kept in their natural state so as to prevent destruction of said areas or the alteration of the water flow at variance to the design standard for the Water Management System.

1.13 "COUNTRY CLUB" means the property and all improvements thereon, developed for use by members of the Country Club and any other persons who are listed under Section 2.3a.(i). The Country Club property shall include, without limitation, any property conveyed to the Country Club or declared to be Country Club property, which may include, but is not limited to, the clubhouse, tennis courts, pro shop, ancillary commercial establishments, cart barn, golf

maintenance facilities, driving range, putting green and golf course or any easement, lease, license or use rights in such property. In no event shall any part of the Common Property be considered part of the Country Club or vice versa, except that easements, licenses or other use rights over portions of the Country Club, including, without limitation, lakes within the golf course, may be granted, conveyed or dedicated to the Master Association and the Master Association's easements, licenses or other use right shall constitute Common Property, subject to the limitations imposed in such easements, licenses or other use rights and except that the Master Association or this Declaration may grant to or create for the benefit of the Country Club easements, licenses, or other use rights over portions of the Common Property, including without limitation, lakes, Water Management Systems, Conservation Lands, Conservation Buffer Easements or Conservation Buffer Zones. Except as otherwise provided in this Declaration and except as may be provided in any easements over the Country Club property, no Person, other than the members and invited guests of the Country Club, shall, by the recording of this Declaration, by the recording of any plat or by any permissive use, expressed or implied, have an easement to use or enjoy the Country Club, nor shall any Person acquire any other right, title or interest in or to said Country Club, it being intended that all rights in and to the Country Club property, or other use of the Country Club by the residents of Kensington Park, will be entirely at the pleasure of the members and board of directors of the Country Club in accordance with the governing documents of the Country Club, and the Country Club shall have no responsibility or obligation to provide such use.

1.14 "DECLARATION" shall mean and refer to this document entitled Amended And Restated Master Declaration And General Protective Covenants, Conditions And Restrictions For Kensington Park, as the same may be amended from time to time.

1.15 "DWELLING UNIT" means any residential property within the Properties for which a certificate of occupancy has been issued by the appropriate governmental authority and which is intended for residential habitation including, without limitation, a detached single family home, an attached townhouse or patio dwelling, duplex or other multiplex dwelling, or any condominium or apartment type unit contained in any multi-unit, multi-story, residential building and regardless of whether any of the foregoing are subject to fee simple, condominium, rental or other form of ownership or possession.

1.16 "FOUNDING DOCUMENTS" means (i) in the case of the Master Association, this Declaration, any supplementary Declaration or amendment to this Declaration, and the Articles and By-Laws of the Master Association, and (ii) in the case of a Neighborhood Association, the Neighborhood Covenants, any supplementary covenants or amendment to the Neighborhood Covenants, and the Articles and By-Laws of the Neighborhood Association. In the event of conflict or inconsistency between the Master Association Founding Documents and the Neighborhood Association Founding Documents, the Master Association Founding Documents shall control. One Founding Document's lack of a provision with respect to a matter for which provision is made in another Founding Document shall not be considered a conflict or inconsistency between such Founding Documents.

1.17 "IMPROVEMENT(S)" means all buildings, parking areas, loading areas, fences, walls hedges, plantings, lighting, poles, driveways, roads, ponds, lakes, trails, gates, signs, changes in any exterior color or shape, excavation and all other site work, including, without limitation, grading, road construction, utility improvements, removal of trees or plantings, and any new exterior construction or exterior improvement which may not be included in the foregoing. "Improvement(s)" does not include turf, shrub or tree repair or replacement of a magnitude which does not change exterior colors or exterior appearances. "Improvement(s)" does include both original improvements and all later changes and improvements.

1.18 "KENSINGTON" or "KENSINGTON PARK" means all of the land generally depicted on the P.U.D and any additional land specifically declared as part of Kensington as described in Exhibit A attached hereto.

1.19 "MAINTENANCE" shall mean and refer to the exercise of reasonable care by the Master Association to keep Common Property and all Improvements and fixtures on the Common Property which are owned, leased or otherwise held or used by the Master Association, in a condition comparable to their original conditions, normal wear and tear excepted. This includes, but is not limited to, entrance and interior roadway systems and features, gatehouse areas, streetlighting, signage, lakes, landscaping, water management systems and drainage facilities and designated Conservation Lands.

Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy environment for reasonable plant growth in any of the Common Property owned or controlled by the Master Association. The Master Association shall specifically have the obligation to maintain those areas designated as Conservation Lands and to keep such areas free of debris and exotic and other undesirable vegetation. The Master Association shall be responsible for maintaining any Conservation Lands Buffer Zone in compliance with all applicable governmental regulations and permits.

1.20 "MASTER ASSOCIATION" shall mean and refer to Kensington Park Master Association, Inc., a Florida corporation not-for-profit, which has its principal place of business in Collier County, Florida, its successors or assigns, whose Articles and By-laws are attached hereto as Exhibit B and Exhibit C, respectively, as they may be amended from time to time.

1.21 "MEMBERS" means every person or entity who is qualified for Regular Membership pursuant to Article VI of this Declaration.

1.22 "NEIGHBORHOOD" shall mean and refer to any portion of real property made a part of the Declaration, which has been granted Neighborhood status by the Master Association.

1.23 "NEIGHBORHOOD ASSOCIATION" shall mean and refer to any property owners association, condominium association or other such similar entity, their successors and assigns, which may be formed for any particular Neighborhood within Kensington Park.

1.24 "NEIGHBORHOOD COMMON PROPERTY" shall mean and refer to any real property, including any improvements and fixtures thereon, owned, leased or the use of which has been granted to a Neighborhood Association for the common use and enjoyment of such Neighborhood Association's members.

1.25 "NEIGHBORHOOD COVENANTS" shall mean and refer to any and all declarations, covenants, conditions, restrictions, and other provisions which may be imposed by recorded instrument applicable to any Neighborhood in Kensington Park.

1.26 "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Plot, but not including those having an interest merely as security for the performance of an obligation.

1.27 "PERSON" shall mean and refer to an individual, corporation, governmental agency, business trust, estate trust, partnership, association, two or more persons having a joint or common interest, or any other legal entity.

1.28 "PLOT" means a discreet lot or building parcel reflected on a recorded plat of lands forming a part of the Properties, or to a condominium unit within a condominium within the Properties, together with the undivided share of the common elements that are appurtenant to the condominium unit. The term "Plot" shall not include any land that is Common Property or Neighborhood Common Property.

1.29 "PROPERTIES" shall mean and refer to all real property legally described on Exhibit A attached hereto which has become subject to this Declaration together with such other real property as may from time to time be annexed thereto.

1.30 "P.U.D." shall mean and refer to Collier County Ordinance No. 92-25 establishing a Planned Unit Development zoning classification, adopted by the Board of County Commissioners of Collier County, Florida on April 28, 1992, as it may from time to time be modified or amended.

1.31 "P.U.D. DEVELOPMENT PLAN" shall mean and refer to Collier County Ordinance No. 92-25 establishing a master development plan for Kensington Park, as may be amended from time to time, indicating areas approved for, but

not limited to: a combination of single family Plots, multifamily developments, roadways, Country Club, golf course, other recreational amenities, lakes, preserves and entry gate facilities.

1.32 "RESIDENT" means the legal occupant of any Plot.

1.33 "RULES AND REGULATIONS" shall mean and refer to any and Rules and Regulations of the Master Association promulgated pursuant to this Declaration and the Articles and By-Laws of the Master Association.

1.34 "STREET" means any street, highway or other thoroughfare constructed within the Properties dedicated to or owned by a governmental entity, the Master Association or a Neighborhood Association, whether the same is designated as a street, avenue, boulevard, drive, place, court, road, terrace, way, circle, land, walk or other similar designation.

1.35 "STRUCTURE" or "DWELLING" shall mean that which is built, constructed, or any piece of work artificially built up or composed of parts joined together in some definite manner, the use of which requires more or less permanent location on the ground, or which is attached to something having a permanent location on the ground. A Dwelling specifically refers to any detached single family residence constructed or to be constructed on a Plot.

1.36 "WATER MANAGEMENT SYSTEMS AND DRAINAGE AREAS" shall mean and refer to the surface and/or underground system and facility for the storage of surface water and sanitary sewer water throughout Kensington Park, including Conservation Lands, lakes and/or ponds designated, specified and/or described in a Plat or the Collier County P.U.D. Ordinance, as from time to time amended, and any system or part of a system for the preservation and maintenance of any environmentally sensitive parts of the Properties.

ARTICLE II
RIGHTS AND COMMON PROPERTY

2.1 DESCRIPTION OF COMMON PROPERTY

The Common Property shall include all real property, interests in the real property, easements, rights-of-way, licenses, leases, use rights and servitudes that are now or in the future specifically set aside, designated, reserved, granted, dedicated, assigned or deeded to the Master Association for the common use and enjoyment of Owners within the Properties. Common Property may be identified, described or designated as such by amendment to this Declaration or as part of the declarations, plats and other documents establishing Neighborhoods. Such designation, delineation, description and dedication to common use as Common Property, as part of the establishment of a Neighborhood, shall, subject to the limitations and provisions contained in such documents, provide a continuing process of the development and delineation of Common Property and establish the common use rights of the Master Association and its Members therein. Provided however, the use of Common Property shall be limited in accordance with the provisions of this Declaration, Neighborhood Covenants, and any additional limitations included in the document designating, reserving, granting, dedicating, assigning or deeding such Common Property to the Master Association.

Common Property shall also include any personal property which may be acquired by the Master Association for the common use and benefit of the Owners within the Properties, subject to limitations that may be imposed upon the use of such personal property in accordance with this Declaration or Neighborhood Covenants.

2.2 TITLE TO COMMON PROPERTY

Title to all Common Property is and shall remain vested in the Master Association. The Master Association shall have the right and power to add additional lands to Kensington Park with the consent of a majority of the Regular Members. No person shall record any declarations of covenants, condition and restrictions or a declaration of

condominium or similar instrument affecting any portion of the Properties without the Master Association's prior consent and approval.

2.3 MEMBERS COMMON EASEMENTS

a. Subject to the provisions of the Founding Documents and Rules and Regulations of the Master Association, and any prior use rights granted in the Common Property, every Member, their successors and assigns and their families and every guest, tenant, and invitee of such Member, is hereby granted a right and easement of ingress and egress and enjoyment in and to the Common Property which shall be appurtenant to and shall pass with the title to every Plot, subject to the following provisions:

(i) The members of the Country Club, their family members, guests, invitees and lessees, the players or users of the golf course, tennis courts, or other recreational facilities which are part of such Country Club, and the spectators at tournaments (the "Visitors") shall have a perpetual non-exclusive easement in their favor to use the Common Property for all normal purposes, including, but not limited to, ingress and egress and for the furnishing of services and facilities and for such other purposes for which the same are reasonably intended in accordance with the terms of this Declaration. However, this easement as it relates to the use of the Common Property by members of the Country Club or Visitors shall be only as to that portion of the Common Property necessary for their use. Any disputes as to what constitutes a normal purpose or what portion of the Common Property is necessary for their use, shall, during the term of this Declaration, be determined by the Board in its sole and absolute discretion;

(ii) The Master Association may suspend the rights of any Regular Member to use the Common Property for any period during which any Assessment against such Member's Plot remains unpaid and delinquent, and for a period not to exceed thirty (30) days for any single infraction of the Rules and Regulations of the Master Association. Any suspension of such right to use the Common Property, other than for failure to pay Assessments shall be made in accordance with the By-Laws and after notice and hearing in accordance therewith;

(iii) The right of the Master Association, without further consent from Members or their mortgagees, to declare, grant and record perpetual easements granting the full free right, power and authority to lay, operate and maintain landscaping, drainage facilities, sanitary sewer lines, potable and irrigation water lines, storm sewers, gas and electric lines, communication lines, cable television lines, and such other further service facilities or other uses as the Board may deem necessary, along, through, in, over and under a strip of land up to ten (10) feet in width from all side, front and rear lines of any Plot and along, through, in, over and under all Common Property. Such easements may benefit Properties within Kensington Park or Properties not within Kensington Park. Further, the Master Association shall have the right to acquire, extend, terminate or abandon such easement;

(iv) The right of all persons lawfully on and entitled to occupancy rights on any property within Kensington Park to have a non-exclusive perpetual right of ingress and egress over and across lands owned by the Master Association subject to this Declaration and the Articles and By-Laws;

(v) The right of the Master Association for ingress and egress over and across all Properties for the purpose of maintaining the Conservation Land and Conservation Buffer Zone;

(vi) The right of the Master Association to borrow money for the purpose of acquiring and improving the Common Property and, in aid thereof, to mortgage the Common Property;

(vii) The right to take such steps as are reasonably necessary to protect the Common Property against foreclosure; and

(viii) The lakes, Water Management Systems, Conservation Lands and Conservation Buffer Easements are Common Property of the Master Association. No Regular Members or Limited Members of the Master Association and no Owner of a Plot shall have the right of access to or use of the lakes, Water Management Systems, Conservation Lands and Conservation Buffer Easements. Access to or entry upon such areas by Regular Members of the Master Association or Owners of Plots shall only be permitted for purposes of maintaining such areas under the direction and approval of the Board and supervision of the Country Club. The frequency of such access is to be limited to the absolute minimum access necessary to fulfill maintenance obligations and shall be undertaken only under supervision of the Country Club.

b. The Master Association and the Country Club shall have the authority to grant use rights in or access to lakes, Water Management, Conservation Lands and Conservation Buffer Easements but such right must be granted in writing by both the Master Association and the Country Club.

2.4 DELEGATION OF RIGHT

a. A Member may delegate his right of use in and to the Common Property to the members of his family, to residential tenants who reside in a structure on the Member's Plot and to the Member's guests, but only to the extent and subject to conditions, limitations and restrictions as may be provided for in the Articles and By-Laws and in accordance with the Master Association's Rules and Regulations.

b. Each Member shall be responsible for the actions of any Person to whom the Member has delegated his right to use the Common Property. Any unpaid charge against such Person shall be charged against such Member personally and be assessed against such Member's Plot. Any infraction of the Master Association's Rules and Regulations by such Person shall be deemed to be an infraction by such Member.

2.5 CONVEYANCE AND USE

No Common Property shall be deemed dedicated for use by the general public but is, and shall be, deemed restricted for the common use and enjoyment of the Members or to those parties to which any use right has been granted, subject to the terms of this Declaration.

2.6 MASTER ASSOCIATION'S RIGHTS AND POWERS

a. Subject to the provisions of this Declaration or any other applicable recorded instrument and the Master Association's Articles and By-Laws, the Master Association shall have the right, and the power, to develop, promulgate and enforce Rules and Regulations for the use and enjoyment of the Common Property.

b. No Common Property shall be used in violation of any Rule or Regulation or other requirement of the Master Association established pursuant to the provisions of this Declaration or the Articles and By-Laws.

c. The Master Association shall be responsible for enforcing all governmental regulations and monitoring responsibilities in the Conservation Land and Conservation Buffer Zone.

d. The Master Association shall regulate and control the external design and appearance of the Common Property: (i) to promote a quality environment which will preserve the value of an Owner's Plot, and (ii) to foster the attractiveness and functional utility of Kensington Park as a place to live, work and play, including a harmonious relationship among structures, vegetation and topography.

e. The Common Property shall be subject to the use restrictions and other conditions under Article V hereof. The uses of the Common Property shall be in conformity with the uses permitted in V hereof.

f. No nuisance or obnoxious or offensive activity shall be conducted or permitted on any Common Property. The Master Association shall have the right and the power in the exercise of its reasonable discretion to determine what activities or uses constitute nuisances or obnoxious or offensive activity. Nothing shall be done within the Common Property which may be or might become a nuisance to Owners and/or Members.

ARTICLE III
LAKE AND WATER RIGHTS

3.1 RIGHTS TO STORM WATER RUNOFF AND WATER CONSERVATION AND RECLAMATION PROGRAMS.

The Master Association hereby reserves for itself and its designees all rights to ground water, lake water, surface water, and storm water runoff with the Properties and each Owner agrees, by acceptance of a deed to a Plot, that the Master Association shall retain all such rights. No Person other than the Master Association and its designees shall claim, capture or collect rainwater, groundwater, surface water or storm water runoff within the Properties without prior written permission of the Master Association or its designees. The Master Association or its designees may establish programs for reclamation of storm water runoff and wastewater for appropriate uses within or outside the Properties and may require Owners and occupants of Dwelling Units to participate in such programs to the extent reasonably practical. No Owner or occupant of a Dwelling Unit shall have any right to be compensated for water claimed or reclaimed from Dwelling Units.

3.2 WATER MANAGEMENT AND PRESERVE AREAS

a. The Master Association is responsible for the operation, maintenance and management of the surface water and storm water management systems serving the Properties, in accordance with applicable codes, ordinances and regulations, as amended, and any applicable permits from the Florida Department of Environmental Regulation, U.S. Army Corps of Engineers and South Florida Water Management District. Any land used for surface water or storm water management or designated as preserve areas shall be placed under the control of the Master Association, either by direct conveyance of such land as Common Property, or the granting of an easement or license over such land to the Master Association.

b. The Master Association may adopt Rules and Regulations governing the maintenance, conservation and preservation of the use of lands designated for water management and preserve areas; provided, however that said Rules and Regulations shall not contravene the provision of the ordinances, resolutions and permits referenced in Section 3.2 a. above and further provided that such Rules and Regulations shall not interfere with the use by the Country Club of such areas unless governmental authorities have caused such Rules and Regulations to be imposed.

c. No structure of any kind shall be constructed or erected, nor shall an Owner in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water in any portion of a water management, lake or preserve area reserved for drainageways, sluiceways or for the accumulation of runoff waters, as reflected in any plat or instrument of record, without the specific prior written permission of the Master Association.

d. The right of ingress and egress, and easements therefore, are reserved over the water management, lake and preserve areas in favor of the Master Association, Country Club and their members and designees and any appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress. An Owner shall not prevent ingress and egress by the Master Association, Country Club or any appropriate governmental or quasi-governmental agency to such water management, lake and preserve areas for maintenance or landscape purposes. An Owner's right to access is limited by Article II, Section 2.3.

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e. No Plot shall be increased in size by filling in any water management, lake or preserve area on which it abuts, nor shall an Owner fill, dike, rip-rap, block, divert or change the established water management, lake and preserve areas that have been or may be placed under Master Association control by conveyance, dedication, easement or license without the prior written consent of the Master Association.

f. The Master Association shall have the power to levy and enforce sufficient Assessments, pursuant to Article VII, to comply with this Section 3.2 and all other provisions of this Declaration.

g. The Master Association shall have the power to require a Neighborhood Association to maintain any portion of a water management, lake or preserve area within the boundaries of such Neighborhood and to enforce such requirement pursuant to this Declaration. The Master Association shall be responsible for the maintenance, repair and replacement of the bulkheads as well as all other interface areas (slope) between the upland boundary and the lake of each waterfront lot in Kensington Gardens and the cost thereof shall be included in the annual Budget of the Master Association as a maintenance expense to be collected from the Members of the Master Association as a Regular Assessment.

h. The water management, conservation and preserve areas have been incorporated into and are a functional part of the Country Club property. Subject to regulation by the South Florida Water Management District or other applicable governmental entities, the Country Club shall have unlimited use rights for irrigation purposes of all water within the water management system at Kensington Park and unlimited easement in and access to the lake, Water Management System, Conservation Lands and Conservation Buffer Easements. The Master Association shall not undertake any activity in connection with or modification of the lakes, water management, conservation or preserve areas or Conservation Buffer Easements which may affect the integrity or operation of the Country Club without the consent of the Country Club. This provision shall not limit the Master Association's ability or obligation to maintain the water management, conservation and preserve areas to the minimum extent required by governmental regulations. The Master Association shall coordinate maintenance activities with the Country Club and may contract with the Country Club for the operation and maintenance of the water management, conservation and preserve areas and the Conservation Buffer Easement. The Master Association shall be required to contract with the Country Club for the operation and maintenance of the water management, conservation and preserve areas so long as the Country Club will provide such operation and maintenance at a cost which does not exceed a cost greater than the average of three estimates or bids provided by independent third parties.

3.3 IMPROVEMENTS ON LAKE

In the event the Master Association shall construct any bridges, docks, or other improvements which may extend over or into the lakes or construct any bulkheads or similar improvements to support or enhance the lakes, the Master Association shall maintain any and all improvements in good repair and condition. No Owner, except the Master Association, shall be permitted to construct any improvement, permanent or temporary, on, over or under any lakes without the prior written consent of the Master Association, which consent may be withheld for any reason. Any Owner and the Master Association must obtain written consent of the Country Club to construct any improvement, permanent or temporary on, over or under any lake, Water Management System, Conservation Land or Conservation Buffer Easement, which consent may be withheld for any reason.

ARTICLE IV NEIGHBORHOOD ASSOCIATIONS

4.1 NEIGHBORHOOD

The Master Association reserves the right, in its sole discretion, to grant Neighborhood status to any portion of the real property made a part of the Declaration and to any additional lands which the Master Association may in the future

elect to acquire and make subject to this Declaration. The Master Association may designate a Neighborhood as a separate community within Kensington Park with ingress and egress to such community limited to Owners within such Neighborhood.

4.2 NEIGHBORHOOD ASSOCIATION

The Master Association reserves the right to form a property owner's association, condominium association or other such similar entity for a Neighborhood granted such status by the Master Association and as permitted under this Declaration.

4.3 NEIGHBORHOOD COMMON PROPERTY

The Master Association may contract with a Neighborhood Association, if any, to provide for the operation and maintenance of its Neighborhood Common Property.

a. The cost and expense of maintaining the Neighborhood Common Property shall not be a Common Expense but shall be borne by the Owners of the Plots located in the Neighborhood as set forth in the Neighborhood Covenants.

b. The Master Association reserves the right to cause portions of the Common Property to become Neighborhood Common Property with the approval of the members of the affected Neighborhood Association by recording an instrument containing such provision in the Public Records of Collier County, Florida. Upon recording such an instrument the real property described in such instrument shall no longer be Common Property and in lieu thereof, the use and easement rights and the obligations pertaining thereto, including, but not limited to, maintenance and administration obligations, shall be those pertaining to such Neighborhood Common Property and not Common Property of the Master Association, and the expense for maintenance and administration shall no longer be a Common Expense but shall be a Neighborhood Common Expense.

4.4 NEIGHBORHOOD COVENANTS

a. The Master Association reserves the right to amend specific provisions of this Declaration as it may apply to one or more Neighborhoods without amending those provisions with respect to all Neighborhoods and to supplement this Declaration by recording separate covenant, conditions, restrictions and other provisions applying to any specific Neighborhood. Separate covenants, conditions and restrictions may be recorded as a supplement to this Declaration or as Neighborhood Covenants. The Master Association also reserves the right to determine the consistency of all Neighborhood Covenants in comparison with this Declaration and the plan of development of Kensington and to approve and consent to all Neighborhood Covenants prior to the same being recorded in the Public Records of Collier County, Florida.

b. Neighborhood Covenants shall be supplemental to this Declaration and the Master Association Founding Documents and in no way shall be construed to supersede or override the provisions of the Master Association Founding Documents.

ARTICLE V USE RESTRICTIONS AND EASEMENT

5.1 GENERAL USE RESTRICTIONS

The Properties may be used for those purposes as provided in the P.U.D. Master Development Plan. The P.U.D. contains certain provisions which allow various land uses of the real property within Kensington Park. The Master Association reserves solely unto itself the right and the power to assign and reassign various land uses to real property

with Kensington Park as provided by the P.U.D., and to inaugurate and implement variations from, modifications to, or amendments of the P.U.D. and any other ornamental plans, land development regulations, development orders and development permits applicable to Kensington Park.

a. Except for portions of the Properties used in conjunction with the Country Club or the operation or maintenance thereof, a Plot may be utilized for residential use and for no other purpose. No business buildings may be erected on a Plot and no business may be conducted on any part thereof, nor shall any Plot or portion thereof be used or maintained as a professional office.

b. An Owner shall commence construction on his Plot within three (3) years from the date of closing (i.e., the date such Owner first acquired title to his Plot). If an original Owner resells his Plot within the initial three (3) year period, the new Owner(s) will be required to commence construction within three (3) years of the date of closing of the original Owner. If the Owner does not commence construction within that period of time, then the Master Association shall have the right, but not the obligation, to purchase the Plot from the Owner at one hundred percent (100%) of the original purchase price. The Master Association, in its sole discretion, may extend such date for commencement of construction to an Owner and such extension for one Owner shall not give cause for such extension to any other Owner of a Plot.

c. No Common Area Improvement shall be improved or altered by an Owner nor shall any grading, excavation, tree removal or change of exterior color or other work which in any way alters the exterior appearance of the Common Property be done by an Owner without the prior written approval of the Architectural Review Board.

5.2 SUBDIVISION AND REGULATION OF LAND

a. No Plots shall be divided or subdivided without the express written consent of the Master Association, who may impose certain requirements on the Owner to comply with the provisions of the P.U.D.

b. An Owner shall not inaugurate or implement any variation from, modification to, or amendment of the P.U.D. or any other governmental plans, land development regulations, development orders or development permits applicable to Kensington Park, to the Properties, or to any Plot, without the prior written approval of the Master Association, which approval may be denied at the sole discretion of the Master Association.

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.

c. 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 in connection therewith.

(vi) To require any Owner making or causing to be made any proposed improvement or 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 the 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.

c. 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.

5.5 AIR CONDITIONERS

No window or wall air conditioning units shall be permitted.

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 unreasonable 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.

5.7 COLORS

No exterior colors on any structure shall be permitted that, in the judgment of the Architectural Review Board, would be inharmonious or discordant or incongruous with Kensington Park. The initial exterior color of structures and any later changes thereto must be approved in writing by the ARB in advance.

5.8 CLOTHES DRYING AREA

No outdoor clothes drying area shall be allowed unless approved in writing by the Architectural Review Board, which approval may later be revoked by the ARB.

5.9 CONSTRUCTION

a. During the period of construction, the construction site (defined as Plot on which a structure is being built) shall be maintained in a neat and orderly manner.

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- b. All parking of construction vehicles and placement of building materials must be confined 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 Architectural Review Board.
- 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 Section 5.9 shall result in the Owner of the Plot 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 construction of a residence, the Plot Owner shall be liable and will be charged by the Master Association for any damage to the Common Properties, roadway or sidewalks abutting the Owner's Plot, 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 three (3) month period, then the Master Association shall have the right, but not the obligation, after ten (10) days notice to the Owner of record of the Plot, 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 Plot. 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 Architectural Review Board 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 Plot shall be liable for all costs incurred in such action and the total costs thereof will be a lien on the Plot, which lien may be foreclosed in the same manner as is provided herein for the enforcement of Master Association assessment liens.

5.10 DRAINAGE

No Owner will do or permit any work, place any landscaping or install any other improvements or suffer the existence of any condition whatsoever which will alter or interfere with the drainage pattern for the Property, except to the extent such alteration and drainage pattern is approved by the Master Association.

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.

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c. 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.

5.12 GRADE OF PLOT

No fill shall be used to extend a Plot beyond the pre-existing Plot line.

5.13 DWELLING ROOFS

All roofing materials(s) must be approved by the Architectural Review Board. The type of material proposed for a structure must be included in the building plans submitted to the Architectural Review board for approval. Asphalt roofs or materials of a similar nature are not allowed.

5.14 DWELLING SET BACK, SIZE AND HEIGHT RESTRICTIONS

Individual determination of all applicable set back lines shall be made by the ARB within the guidelines and restrictions of the P.U.D. A dwelling may be located upon a single platted Plot or platted Plot together with portions of other Plots and in such event any side set back lines shall apply to the lines bordering adjoining Properties. The ARB shall have the right to impose additional set back requirements for all Plot lines to preserve line of sight of neighboring Properties. The ARB may modify the set back restrictions for an individual Plot where in its opinion and sole discretion, such modification is necessary for the preservation of or the maintenance of overall aesthetics in the area.

5.15 ENCLOSURES

a. All enclosures, including spa, hot tub and swimming pool enclosures (screened or otherwise), shall be constructed and maintained with compatible design, color and materials as the Plot for which it is utilized.

b. The location and design of all swimming pools, enclosures and screens, and modifications and alterations thereto, must be approved by the Architectural Review Board, in writing, prior to construction.

5.16 ENTRY RIGHTS

a. Each Owner shall permit the Master Association or any employee to enter upon Common Property and upon the Owner's Plot at reasonable times, to carry out the provisions of this Declaration, and the same shall not constitute a trespass.

b. Such entry shall include, but not be limited to, the right to use of the Owner's water from an outside spigot if used for maintenance of the Owner's Plot, as the case may be. This provision shall not be construed as authorizing the entry into any structure located on any Plot.

5.17 EXCAVATION

No excavation will be made except in connection with approved Improvements as provided in this Declaration. For purposes of this Section 5.17, "excavation" means any disturbance of the surface of the land which results in the removal of earth, rock or other substance, a depth of more than eighteen inches below the natural surface of the land.

5.18 FACTORY-BUILT STRUCTURES

No structure of any kind that is commonly known as "factory-built", "modular", or "mobile home" type of construction shall be allowed on a Plot.

5.19 GARAGES, CARPORTS AND STORAGE AREAS

a. No garage shall be erected which is separated from the Dwelling Unit. Each Dwelling Unit shall have a garage which shall accommodate no less than two automobiles, except in the case of condominiums. Repair of vehicles shall be permitted only inside the garage. All garage doors shall include an automatic closing device and shall be closed when not in use for ingress and egress to garage. If an Owner has a golf cart or boat or trailer garage it too shall be equipped with an electric door opener and shall be closed when not in use for ingress and egress to the garage. A garage door opening on any Dwelling Unit may not exceed ten feet in height.

b. Carports shall not be permitted.

c. No unenclosed storage area shall be permitted. No enclosed storage area shall be erected which is separated from the Dwelling Unit.

5.20 GARBAGE, TRASH AND REFUSE

a. All garbage, trash and refuse containers must be placed in walled-in, sight-screened or fenced-in areas so that they shall not be readily visible from any adjacent streets or Plot.

b. No garbage, trash or refuse containers shall be placed within the front yard of any Single Family Plot or in any right-of-way or street abutting any Single Family Plot, and all Single Family Plots must provide for removal of garbage, trash and refuse from the garage entry area.

5.21 HEALTH AND SAFETY HAZARDS

Any conditions which are deemed by the Master Association to be a hazard to the public health or safety may be corrected immediately as an emergency matter by the Master Association and the cost thereof shall be charged to the responsible Owner, and payment may be enforced by a lien against the Plot with the same force and effect as if the charge were part of the Master Association's assessments.

5.22 LANDSCAPING

a. Prior to any landscape installation, or material modification or alteration to existing landscaping, each Owner shall submit to the Architectural Review Board for approval a landscape, irrigation and grading plan for the Plot.

b. From the date of purchase of a Plot to commencement of construction thereon, the Owner shall provide proper maintenance and keep the Plot in a clean and orderly condition and perform any clearing or addition of fill that may be required by the Master Association from time to time. Any request by the Master Association for Plot maintenance, clearing or fill shall be solely in the discretion of the Master Association and may include, but not be limited to, purely aesthetic grounds. If there is no substantial progress towards compliance with a maintenance,

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clearing or fill request to the Owner, the Master Association shall have the right, after ten (10) days notice to the Owner of record of the Plot, to take such steps as may be required to correct an undesirable appearance. The Owner of the Plot shall be liable for all costs incurred in such action and the total costs thereof will be a lien on the Plot which lien may be foreclosed in the same manner as provided herein for the enforcement of Master Association assessment liens.

c. The Owner of a Plot shall be responsible for maintaining and keeping the landscape irrigation system installed in or on the Owner's Plot in good working order.

d. All areas on the Owner's Plot not covered by structures, walkways or paved parking facilities and not designated as Conservation Buffer Zones shall be maintained as lawn or landscaped areas. No stone, gravel, or paving of any type shall be used as a substitute for grass in a lawn. Any areas designated as a Conservation Buffer Zone shall remain in a natural or unimproved state except for required removal of exotic vegetation. All lawns and landscaping shall be completed at the time of completion of the structure or exterior renovations thereto, and accessory structures, as evidenced by the issuance of a certificate of occupancy by the appropriate governmental agency, and shall thereafter be kept in good condition by the Owner. Sprinkler systems located on Common Property adjacent to an Owner's Plot shall be the responsibility of the Master Association.

e. No weeds, high grass, underbrush, undesirable exotic plants (as defined in the Collier County Land Development Code or other governing laws) or other unsightly growth shall be permitted to grow or remain upon any part of the Owner's Plot. Grass growth shall not exceed a maximum of four (4) inches above the ground at any time and all trees and shrubbery shall be appropriately trimmed as needed. If, for any reason, an Owner permits such weeds, high grass, underbrush or other unsightly growth to exist and fails to correct same after five (5) days notice from the Master Association, the Master Association shall have the right to enter upon the Plot and make such corrections and shall charge the Owner for the cost of the corrections. Said charge, until paid, shall be a lien against the Plot of the Owner responsible for the payment. This lien may be enforced by the Master Association in the same manner as provided herein for the enforcement of assessment liens.

f. Surface water runoff must be properly handled and not cause ponding, erosion or unfavorable impact on adjacent Plots. No changes in the elevation of any Plot or right-of-way shall be made which will interfere with the approved drainage, or otherwise cause undue hardship to adjoining Plots, except with the prior written approval of the Architectural Review Board.

g. No hedges or other landscaping materials shall be placed by an Owner at or near the boundaries of the Country Club property without the prior written consent of the Country Club and Master Association, which consent may be reversed at any time. Upon written notice by the Master Association of a consent reversal, Owner shall remove all offending landscaping materials within thirty (30) days of said notice. Such removal shall be at the Owner's sole cost and expense and without compensation from the Master Association. If, for any reason, an Owner fails to remove all offending landscaping materials in accordance with the Master Association's notice, the Master Association shall have the right to enter upon the Plot and make such corrections and shall charge the Owner for such corrections. Said charge, until paid, shall be a lien against the Plot of the Owner responsible for the payment. This lien may be enforced by the Master Association in the same manner as provided herein for the enforcement of assessment liens.

5.23 LIGHTING AND FOUNTAINS

a. All exterior lighting and fountains of or on a Plot shall be installed in accordance with a plan approved in writing by the Architectural Review Board prior to installation.

b. Lighting for landscape, pool, recreation and security purposes and fountains shall be designed so as not to be an annoyance to the surrounding Dwelling Units. Time clock controls are permitted.

5.24 MAILBOXES

No mailbox, paperbox, or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar material shall be erected on any Plot except as approved and/or provided by the Master Association. Each Owner of a Plot will be assessed for the cost of such items at time of installation by the Master Association.

5.25 NOISE

No exterior horns, whistle, bells or other sound devices, except security devices used exclusively to protect the security of the Properties or improvements, will be placed or used on any portion of the Properties.

5.26 NUISANCES

Nothing may or shall be done which is, may be, or may become, an annoyance or nuisance to any Person or to a Plot or Neighborhood. No obnoxious, unpleasant or offensive activity shall be carried on, nor may anything be done, which is or can be reasonably construed to constitute a nuisance, public or private in nature. The determination of a nuisance shall be made by the Board of Directors of the Master Association, who may exercise legal action to correct any nuisance and shall charge the offending Owner the costs of any legal fees incurred which shall be in the form of a Special Assessment on such offending Owner's Plot and shall be a continuing lien upon the Plot against which such Assessment is made.

5.27 OUTDOOR EQUIPMENT

All oil tanks, bottled propane or other gas tanks, swimming pool equipment and housing, air conditioning equipment, and other such outdoor equipment, must be placed underground, walled-in or placed in sight-screened or fenced-in areas so that they are not readily visible from any adjacent streets or Plots or the Common Property. Otherwise, adequate landscaping shall be installed around these facilities so that they are not visible from adjacent streets or Plots or the Common Property.

5.28 PETS AND ANIMALS

No more than two (2) commonly accepted household pets such as dogs, cats or birds, and a reasonable number of fish, may be kept by any Owner. All animals shall be contained within the Owner's Dwelling Unit. Pets or animals may not be left within a screened or similarly enclosed area. Any pet or animal taken outside a Dwelling Unit must be on a leash held by the Owner or be carried by the Owner. No pet or animal shall cause an annoyance or nuisance to any other Owner. Pets must be on a leash or carried when on Common Property. Pets are not allowed on Country Club property. It shall be the Owner's obligation to dispose of waste material from pets. The Board of Directors of the Master Association shall have the right to order the removal of any pet which, in the Board's sole discretion, is considered a nuisance and the same shall be done without compensation to the Owner. In such event, the Board shall give written notice thereof to the pet's Owner and such pet shall immediately thereafter be permanently removed. A pet not on a leash shall be deemed a nuisance. Failure to clean the waste material from a pet shall be deemed a nuisance. A pet on the Country Club property shall be deemed a nuisance. Any pet which in the opinion of the Master Association creates an unreasonable annoyance to other Owners shall be deemed a nuisance. The Master Association may grandfather an Owner's right to have more than two (2) commonly accepted household pets, so long as it is agreed by the Owner not to replace the number of pets exceeding two (2) following the death of the grandfathered pets. Commercial activities involving pets shall not be allowed.

5.29 SIDEWALKS

Sidewalks shall be in accordance with the P.U.D. Master Development Plan and the Master Association shall have responsibility for their repair and maintenance. No engine driven motor vehicle, motorcycle, or moped shall be used on the

