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STONEGATE/ MILL RUN RECREATION FACILITIES DECLARATION

•Charter, Easements, Covenants and
Restrictions•

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Schedule of Exhibits

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| Exhibit A: | Articles of Incorporation of The Community Association for Mill Run and Stonegate, Collier County, Inc. |
| Exhibit B: | Bylaws of The Community Association for Mill Run and Stonegate, Collier County, Inc. |
| Exhibit C: | Legal Description for Crossings Unit Three |

STONEGATE/ MILL RUN RECREATION FACILITIES.

DECLARATION

•Charter, Easements, Covenants and Restrictions•

COLLIER COUNTY ASSOCIATES FOR THE CROSSINGS II, LTD., a Florida limited partnership ("CCA"), and NATIONAL DEVELOPMENT PROPERTIES OF FLORIDA, INC., a Florida corporation ("National"), make this Declaration on the _____ day of _____, 19____.

STATEMENT OF PURPOSE

- A. CCA is the owner of all the property shown on the subdivision plat for The Crossings, Stonegate recorded at Plat Book _____, Page _____ of the public records of Collier County, Florida, which shall be known herein as "Stonegate."
- B. National is the owner of all the adjacent property shown on the subdivision plat for The Crossings, Mill Run, recorded at Plat Book _____, Page _____ of the public records of Collier County, Florida, which shall be known herein as "Mill Run."
- C. CCA and National have worked in cooperation to provide recreational facilities and a drainage system that will serve both communities.
- D. CCA and National wish to provide for the continued maintenance and operation of the recreational facilities and drainage system, and to create a mechanism for collection of assessments for landscaping of an entrance road shared with other communities.
- E. To accomplish these goals, CCA and National have created this Declaration.

DECLARATION

CCA and National hereby submit the Properties, as defined herein, to this Declaration of Charter, Easements, Covenants and Restrictions, which will run with the land and be binding upon, and inure to the benefit of, every owner of the Properties or any portion of it.

ARTICLE I DEFINITIONS

The following definitions apply wherever the capitalized terms appear in this Declaration. Additional terms which apply only to one article are defined the first time they appear.

1.1 Articles. "Articles" are the Articles of Incorporation of the Recreation Association, which are attached as Exhibit A to this Declaration.

1.2 Assessments. "Assessments" is the collective term for the following charges:

(a) General Assessment. The "General Assessment" is the amount charged to each Member to meet the Recreation Association's annual budgeted expenses, as described in paragraph 10.4.

(b) Individual Lot Assessment. An "Individual Lot Assessment" is a charge made to a particular Lot Owner for charges relating only to that Lot, as provided in paragraph 10.6.

(c) Special Assessment. A "Special Assessment" may be charged to each Member for capital improvements or emergency expenses, in accordance with the provisions of paragraph 10.5.

1.3 Board. "Board" is the Board of Directors of the Recreation Association.

1.4 Bylaws. "Bylaws" are the Bylaws of the Recreation Association. The form of the initial Bylaws, as proposed, is attached as Exhibit B to this Declaration.

1.5 Common Roads. "Common Roads" are the roads within Stonegate or Mill Run which are intended for automobile traffic. The Common Roads are not intended to be dedicated to the public.

1.6 Community Meeting. The "Community Meeting" is the public meeting of Members for discussion and voting, as described in Article VIII.

1.7 Declaration. "Declaration" is this Declaration of Charter, Conditions, Easements and Restrictions for Stonegate/Mill Run Recreation Facilities.

1.8 Declarant. "Declarant" means CCA and National, jointly and individually, their successors and assigns, or any successor or assign of all or substantially all of their interests in the development of Stonegate or Mill Run if so designated by Declarant. Declarant may also be an Owner for so long as Declarant is record owner of any Lot.

1.9 Drainage System. The "Drainage System" consists of all lakes, water management tracts, any drainage facilities initially established or as may be required by applicable governmental regulations, and the conservation district, and the conservation areas and buffer zones, as shown on the plats. The Drainage System, as depicted on the plats for Stonegate and Mill Run, is intended to be owned entirely by the Recreation Association. The Recreation Association may also acquire easements for additional portions of the Drainage System.

1.10 Lot. "Lot" is any plot of land within Stonegate or Mill Run which is intended as a site for a house, along with any improvements which have been constructed on the Lot.

1.11 Member. Each Owner is a "Member" of the Recreation Association, as provided in Article VII of this Declaration. While CCA and National together own more than one-fifth of the Lots,

there may be two classes of membership, as described in Section 7.2 ("Voting Rights"). Class A Members are all Owners other than CCA and National. Class B Members are CCA and National.

1.12 Mortgagee. A "Mortgagee" is any institutional lender which holds a bona fide mortgage encumbering a Lot as security for the performance of an obligation. The term "institutional lender" specifically includes a bank, savings and loan association, a mortgage lending company, an insurance company, and the Federal National Mortgage Association or similar agency.

1.13 Orange Blossom Boulevard Extended Maintenance Agreement. The "Orange Blossom Boulevard Extended Maintenance Agreement," is dated September ____, 1988 and recorded at Official Records Volume ____, Page ____ of the public records of Collier County, Florida. It provides, among other things, additional landscaping, signage and lighting for that portion of the right-of-way serving Stonegate and Mill Run and the currently undeveloped property known as The Crossings Unit Three. The right-of-way is dedicated or intended to be dedicated to the public.

1.14 Owner. "Owner" is the record owner, whether one or more persons or entities, (i) of the fee simple title to any Lot or (ii) life estate in any Lot. Owners shall not include those having such interest merely as security for the performance of an obligation.

1.15 Properties. "Properties" is the collective term for Stonegate, Mill Run, the Recreation Facilities and Drainage System.

1.16 Recreation Association. "Recreation Association" is The Community Association for Mill Run and Stonegate, Collier County, Inc., a Florida nonprofit corporation, its successors and assigns. The Recreation Association, whose members are the Owners, is responsible for maintaining the Recreation Facilities and Drainage System and enforcing the Declaration.

1.17 Recreation Facilities. The "Recreation Facilities" consist of that real property designated on the plat for Mill Run as "Tract B Recreation Area," improved by a pool, spa, bathhouse and two tennis courts and parking areas, along with all landscaping, lighting, signage and personal property located thereon or associated with the Recreation Area.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

This article describes the parcels of real property which will share the use of the Recreation Facilities, and provides the method by which additional property may be added.

2.1 Initial Property. The real property which shall be held, transferred, conveyed and occupied subject to this Declaration comprises Stonegate, Mill Run, the Recreation Facilities and the Drainage System.

2.2 Annexation of Additional Property.

(a) Method. Additional property may be annexed in either of the following ways:

(i) By Declarant. Unless waived by recorded instrument, Declarant shall have the right, but not the obligation, for a period of ten (10) years from this date, from time to time in its sole discretion, to annex the property described on Exhibit C as the Crossings Unit Three property.

(ii) By Members. After termination of the Class B membership, additional property may also be annexed by a majority of the Members.

(b) Supplemental Declaration. The additional property shall be added by a supplemental declaration, which shall become effective upon recording in Collier County's public records. The supplemental declaration may modify or add to the provisions of this Declaration if needed to reflect the different character of the additional property, which may not be served by the Drainage System. For example, such special provisions may modify the number of members of the Board and the manner of election, create a class of limited membership for use of the Recreation Facilities or establish a different assessment scheme for the additional property, so long as the assessment scheme fairly distributes prorata the cost of maintaining the Recreation Facilities.

ARTICLE III ASSOCIATION PROPERTY

The Recreation Association shall own and maintain the Recreation Facilities and Drainage System for the benefit of all Owners and, when necessary, improve, convey or lease the property.

3.1 Title.

(a) Recreation Association Ownership. The Recreation Facilities and Drainage System shall be owned by the Recreation Association for the benefit of all owners.

(b) Conveyance. The Recreation Association is authorized to buy or lease property to be added to the Recreation Facilities or Drainage System, which shall be considered a capital improvement under Section 9.6. After termination of the Class B membership and with consent in writing of Members representing 75% of the votes of the Recreation Association, the Recreation Association may sell any part of the Recreation Facilities or Drainage System. Membership approval is not needed to sell personal property or to grant easements on real property.

(c) Dedication. The Recreation Association shall have the right to convey title to or dedicate the Recreation Facilities or Drainage System to the public upon consent in writing of Members representing 75% of the votes in the Recreation Association.

3.2 Maintenance, Management, Contracts.

(a) Recreation Association Responsibility. The Recreation Association shall be responsible for the management, control and improvement of the Recreation Facilities and Drainage System and shall keep the Recreation Facilities and Drainage System attractive, clean and in good repair in accordance with this Declaration and applicable governmental regulations.

(b) Stonegate and Mill Run Associations. The Recreation Association may assign its responsibility for maintenance of the Recreation Facilities to the Community Association for Stonegate, Collier County, Inc., and to the Community Association for Mill Run, Collier County, Inc., as appropriate and with the consent of the associations. However, the Recreation Association shall retain the ultimate responsibility for operation and maintenance of the Drainage System in accordance with applicable governmental regulations.

(c) Management Agreements. The Recreation Association may contract with Declarant or any other party for the performance of all or any portion of the management of the Recreation Association and the Recreation Association's maintenance and repair obligations. The cost of the contract shall be included within the General Assessment, Special Assessment or Individual Lot Assessment as applicable.

(d) Private Maintenance Agreements. The Recreation Association may, but is not obligated to, act as agent for an Owner, if so requested by that Owner, to contract for routine maintenance and other services not required to be provided by the Recreation Association, the cost

of which would be assessed to that Owner as an Individual Lot Assessment. The terms and conditions of all such contracts shall be at the discretion of the Board.

3.3 Capital Improvements. The Recreation Association may make capital improvements to the Recreation Facilities and Drainage System and may modify the uses of the Recreation Facilities and Drainage System. Expenses for substantial capital improvements must be approved in accordance with Section 9.6.

3.4 Damage or Destruction of Recreation Facilities and Drainage System by Owner. If any Owner or any of his or her guests, tenants, licensees, agents, employees or members of his family damages any of the Recreation Facilities or Drainage System as a result of negligence or misuse, the Owner hereby authorizes the Recreation Association to repair the damage. The cost of repair shall be the responsibility of that Owner and shall become an Individual Lot Assessment payable by the responsible Owner.

ARTICLE IV CONSERVATION AREAS

The Conservation Areas, along with the Lakes described in Article V, are wetlands and are subject to governmental regulation.

4.1 Ownership. The Conservation Areas and Buffer Zones, as identified on the plats for Stonegate and Mill Run, are declared common areas of the Recreation Association.

4.2 Preservation of Natural State. The Conservation Areas and Buffer Zones shall be the perpetual responsibility of the Recreation Association and may in no way be altered from their natural state. Activities prohibited within the Conservation Areas and Buffer Zones include, but are not limited to, construction or placing of buildings on or above the ground; dumping or placing soil or other substances such as trash; removal or destruction of trees, shrubs, or other vegetation; excavation, dredging, or removal of soil material; diking or fencing; and any other activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat conservation or preservation.

4.3 Compliance with Laws. The Conservation Areas and Buffer Zones shall be owned by the Recreation Association and maintained in a natural state for beautification and green belt purposes, all consistent with and in accordance with all laws, ordinances and regulations and including, without limiting the generality of the foregoing, all regulations and requirements of the South Florida Water Management District and Department of Environmental Regulation.

ARTICLE V LAKES

5.1 Ownership. Each of the lakes shown on the plats for Stonegate and Mill Run as water management tracts shall be owned by the Recreation Association.

5.2 Maintenance; Use. The Recreation Association shall maintain, improve, operate and use all lakes only for beautification and retention of water purposes. The following are prohibited uses of the lake areas: fishing; utilization of objects designed for use on or below water such as boats, canoes, floats and tubes; bathing and swimming. Further, no Owner shall, or shall permit anyone claiming by, through or under such Owner, to pollute either of such lakes or to dump garbage, refuse or foreign objects therein or pump and remove water therefrom.

5.3 Compliance with Laws. Each of the lakes shall be maintained by the Recreation Association in accordance with all laws, ordinances and regulation and including, without limiting

the generality of the foregoing, all regulations and requirements of the South Florida Water Management District and Department of Environmental Regulation.

5.4 Maintenance of Adjoining Property. The Owner of the landward side of a lake shall maintain all land above the actual water line as it may exist from time to time. All such maintenance shall be conducted so that the grass, planting or other natural support of the embankments shall be maintained in a clean and safe manner to prevent erosion or clogging of the lakes.

ARTICLE VI GRANT AND RESERVATION OF EASEMENTS

Every Owner has the benefit of certain easements, and the responsibility of others.

6.1 Owners' Easement of Enjoyment of the Recreation Facilities. Every Owner shall have a right and easement of enjoyment in and to the Recreation Facilities. This easement shall be appurtenant to and shall pass with title to every Lot. Any Owner may delegate, subject to the provisions of this Declaration, the Bylaws and the Rules and Regulations, his right to enjoyment to the Recreation Facilities to the members of his family, his tenants or his guests who reside on the Lot.

6.2 Pedestrian and Vehicular Access. Owners within Stonegate shall have an easement for access to the Recreation Facilities through an entrance gate to Mill Run on Wellington Drive and along roads within Mill Run for pedestrian and vehicular access to the Recreation Facilities.

6.3 Lake Maintenance. Declarant dedicates to the Recreation Association the following easements:

(a) **Water Line.** An easement landward of any lake boundary for the natural rise and fall of the actual water line caused by natural events or by the necessity of complying with governmental rules and regulations and applicable laws.

(b) **Maintenance.** As shown on the plats for Stonegate and Mill Run, a 20-foot maintenance easement along the boundary of Lots where abutting a water management tract, to permit the Recreation Association, its agents, employees and contractors ingress and egress to each lake and for the purpose of maintaining the lakes and lake banks.

(d) **Drainage.** Drainage easements as shown on the plats for Stonegate and Mill Run.

(e) **Access.** An access easement for ingress and egress over and across all Common Roads and, as reasonably necessary, over any Lot, to permit the Recreation Association, its agents, employees and contractors ingress and egress to the lakes and other portions of the Drainage System.

6.4 Easements in Favor of Declarant and Recreation Association. Declarant hereby reserves for itself, its successors and assigns and for the Recreation Association the following easements:

(a) **Common Roads.** A nonexclusive easement for use of the Common Roads.

(b) **Utilities.** Easements upon, across, over, through, and under the right-of-way of the Common Roads and five feet in width along each side Lot line for ingress, egress, installation, replacement, repair and maintenance of all public and private utility and service systems. This easement shall be automatically deemed abandoned as to the interior side Lot lines where two or more Lots are combined into a single homesite.

(c) Police Powers: Security. A blanket easement throughout Stonegate and Mill Run for police powers and services supplied by the local, state and federal governments and for any security services which may be provided by the Recreation Association or by the homeowners' associations for Stonegate or Mill Run.

6.5 Orange Blossom Boulevard Extended. The Properties are subject to, and benefitted by, the Orange Blossom Boulevard Extended Maintenance Agreement, which provides, among other things, additional landscaping, signage and lighting along that portion of Orange Blossom Boulevard, a right-of-way dedicated or intended to be dedicated to the public, which provides access to Stonegate and Mill Run.

ARTICLE VII ASSOCIATION ORGANIZATION

While Declarant will control the Recreation Association during the development stage, the owners themselves will be responsible for the continuation of the community through their participation in the Recreation Association.

The Articles and Bylaws of the Recreation Association, which create the Recreation Association as a non-profit corporation and provide certain procedures for its corporate organization, are attached as exhibits to this Declaration.

7.1 Members. Every Owner shall be a mandatory Member of the Recreation Association. Membership shall be appurtenant to and may not be separated from title to any Lot.

7.2 Voting Rights. The Recreation Association shall have two classes of voting membership:

(a) Class A. Class A Members shall be all Owners of Lots other than CCA and National while CCA and National are Class B Members. Class A Members shall be entitled to one vote for each Lot owned.

(b) Class B. The Class B members shall be CCA and National, who shall be entitled to four (4) votes for each Lot owned. The Class B membership shall end and be converted to Class A membership within ninety (90) days from the first to occur of the following events:

(i) The total votes outstanding the Class A membership equals the total votes outstanding in the Class B membership,

(ii) Ten (10) years from the recording of this Declaration, or

(iii) Both CCA and National choose to become a Class A member, as evidenced by a recorded instrument.

7.3 Exercise of Vote. When more than one person holds an interest in any Lot, all such persons shall be Members. However, the number of votes for that Lot shall not be increased, and the Members must determine among themselves how the Lot's vote may be exercised. Corporations, partnerships and other entities shall notify the Recreation Association of the natural person who shall be considered a Member of the Recreation Association and exercise its vote.

7.4 Board of Directors of the Recreation Association.

(a) Initial Composition. The Board shall initially consist of at least three persons who shall be originally appointed as provided in the Articles. When at least 20 Lots within Stonegate have been conveyed to Owners other than CCA and at least 115 Lots within Mill Run have been

conveyed to Owners other than National and while CCA and National are Class B members, the Class A membership shall be entitled to vote separately for one director. CCA shall then select one director and National shall select the remaining director.

(b) After Class B Termination. Upon termination of the Class B membership, the Board shall consist of five or six directors, as follows:

(i) Three directors to be elected from the Properties at large,

(ii) One director selected by the Board of Stonegate and one by the Board of Mill Run, who may be members of those boards, and

(iii) The immediate past president of the Recreation Association, if not serving as one of the other five directors and if otherwise available to serve. The past president shall not vote when an even number of directors is present at a meeting.

(c) Term. Directors shall hold office for a term of two years, except the immediate past president, who shall serve for one year. The first directors selected by the Boards of Stonegate and Mill Run after termination of the Class B Membership shall serve one year to permit staggered terms. Directors may be elected for successive terms.

(d) Qualifications. After termination of the Class B Membership, each director shall be a Member. If a director ceases to be a Member during his term, he shall be automatically removed from the Board.

(e) Voting Procedure. At each election after termination of the Class B membership in which directors at large are to be elected, each Member shall have one vote for each seat to be filled. No cumulative voting shall be permitted. The candidates receiving the highest number of votes shall be declared elected.

(f) Removal. Except for directors selected by the Class B member, any director may be removed from office, with or without cause, by at least a majority vote of all Class A Members, at any duly called meeting of Members. A special Community Meeting to remove a director or directors from office may be called by ten percent (10%) of all Members giving notice of the meeting. The notice shall state the purpose of the meeting and shall be given to all Members in writing at least one week prior to the Community Meeting.

(g) Vacancy. Any vacancy occurring in positions as director at large may be filled by a majority vote of the remaining Board members, except that a vacancy resulting from removal of a director by the members shall be filled by a vote of the membership. Members shall also vote to fill a vacancy if there are not sufficient remaining Board members to constitute a quorum. Any vacancy in the position selected by the Boards of Stonegate or Mill Run shall be filled by the respective board.

(h) Compensation. Directors shall receive no compensation for their services unless expressly provided for in resolutions adopted by the Members. Directors may not receive any compensation before termination of the Class B membership; however, this shall not prevent a Class B member or an affiliate of a Class B member from being compensated for management or other services.

7.5 No Discrimination. No action by the Association shall unfairly discriminate between the Owners of property within Stonegate or Mill Run as to Assessments, usage of Recreation Facilities or in any other matter.

7.6 Additional Provisions. Additional provisions concerning the operation of the Recreation Association and the Board are contained in the Articles and Bylaws.

ARTICLE VIII DECISION MAKING

Most day-to-day decisions about the maintenance of the Recreation Facilities and Drainage Systems and enforcement of the Declaration are the responsibility of the Board, acting on the members' behalf. For those decisions requiring Members' approval, the Community Meeting provides a public opportunity for discussion.

8.1 Community Meeting.

(a) When called. The Community Meeting shall be called every two years for the election of at-large members of the Board, and whenever any action is required by this Declaration to be taken by vote or assent in writing of the Members. As a convenient reference and not as a limitation, actions requiring a vote of the Members, or assent in writing, include the following:

| | |
|--|--------------|
| Annexation of additional property | Section 2.2 |
| Conveyance or dedication..... | Section 3.1 |
| Election of the Board of Directors..... | Section 7.4 |
| Spending reserves other than as designated..... | Section 9.3 |
| Approval of General Assessments when increased 15%..... | Section 9.4 |
| Ratification of expenditures for capital improvements..... | Section 9.6 |
| Repeal of Rules and Regulations adopted by the Board..... | Section 11.9 |
| Amendment of the Declaration..... | Section 13.1 |
| Termination of the Declaration..... | Section 13.2 |

(b) Quorum. Voting at a Community Meeting requires presence of Members (in person, by proxy or telephone conference) representing the percentage of votes established by the Board as necessary to transact business. The Board may revise this percentage from time to time, but in no event shall the required percentage be less than 25% or more than 50%, unless otherwise required by statute.

(c) Notice. Notice of the meeting must be given to Members in accordance with Section 14.3 ("Notices") at least ten (10) days but no more than thirty (30) days before the meeting, except in an emergency when whatever notice is reasonable shall be given. Notice of meetings shall also be posted in at least one conspicuous place within the Recreation Facilities.

(d) Action without Meeting. When the required percentage to transact business has not been obtained at the Community Meeting, and if permitted by the Board, the membership may approve any matter (specifically including the election of directors) by written ballot. Ballots shall be mailed or hand delivered to all Members. The Board shall establish for each vote the amount of time to be permitted for voting, which shall be no less than 10 days nor more than 60 days, and all ballots returned within the the permitted time shall be counted. The Board may also establish a minimum number of ballots which must be returned in order for the vote to be valid, but the minimum shall be no greater than 50%.

8.2 Board Meetings.

(a) Board's Responsibility. Except as specifically provided in this Article or elsewhere in this Declaration, the Board has been delegated the power, and shall have the authority to act on behalf of the Recreation Association and to make all decisions necessary for the operation of the

Recreation Association, the enforcement of this Declaration and the care of the Recreation Facilities and Drainage System.

(b) Quorum. Voting at a Board meeting requires presence of at least one-half of the directors, in person, by proxy or telephone conference. Any action required to be taken by vote of the Board may be taken in the absence of a meeting (or in the absence of a quorum at a meeting) by obtaining the written approval of a majority of the Board.

8.3 Record Keeping. The Board shall keep, or cause to be kept, a record of all meetings, both of the Board and of the Recreation Association. For each action taken, the record shall state the vote and a description of the action approved, and, where applicable, the reasons why the action was considered necessary and a summary of the information on which the decision was based. The record shall be available for inspection by any Member.

ARTICLE IX ASSOCIATION BUDGET

To fulfill its obligation to maintain the Recreation Facilities and Drainage System, the Board is responsible for the fiscal management of the Recreation Association.

9.1 Fiscal Year. The fiscal year of the Recreation Association shall begin January 1 of each year and end on December 31 of that year, unless the Board selects a different fiscal year.

9.2 Budget Items. The budget shall estimate total expenses to be incurred by the Recreation Association in carrying out its responsibilities. These expenses shall include, without limitation, the following:

(a) The cost of wages, materials, insurance premiums, services, supplies and other expenses for the rendering of all services required or permitted under this Declaration,

(b) Reasonable amounts, as determined by the Board, for working capital for the Recreation Association and for reserves,

(c) Fees for professional management of the Recreation Association, legal counsel and accounting, and

(d) Taxes, if the Recreation Facilities or Drainage System are taxed separately from the Lots.

(e) Contributions for common maintenance costs, as required under the Orange Blossom Boulevard Extended Maintenance Agreement.

9.3 Reserves. The Recreation Association shall accumulate and maintain adequate reserves for working capital, contingencies and replacement, which shall be included in the budget and collected as part of the annual General Assessment. Extraordinary expenses not originally included in the annual budget which may become necessary during the year shall be charged first against such reserves. Except in the event of an emergency, reserves accumulated for one purpose may not be expended for any other purpose unless approved by a majority vote of the Members. If the reserves are inadequate for any reason, including nonpayment of any Member's assessment, the Board may at any time levy an emergency assessment in accordance with the provisions of Section 10.5 ("Special Assessment"). If there is an excess of reserves at the end of a fiscal year and the Board so determines, the excess may be returned on a prorata basis to all Members who are current in payment of all assessments due the Recreation Association, or may be used to reduce the following year's assessments.

9.4 Preparation and Approval of Annual Budget.

(a) Initial Budget. Declarant shall determine the budget for the fiscal year in which a Lot is first conveyed to an Owner other than Declarant.

(b) Subsequent Years. Beginning with the year in which a Lot is first conveyed to an Owner other than Declarant and each year thereafter, at least one month before the end of the fiscal year, the Board shall, by majority vote, adopt a budget for the coming year and set the annual General Assessments at a level sufficient to meet the budget. At least two weeks before the fiscal year to which the budget applies, the Board shall send to each Member a copy of the budget in reasonably itemized form, which shall include the amount of General Assessments payable by each Member.

(c) Approval. If General Assessments are to be increased to greater than 125% of the previous year's General Assessment, and at least 10% of the Members request review within thirty (30) days after the budget is delivered to Members, the Board shall call a Community Meeting to present the budget and to answer any questions. After presentation, the budget shall be deemed approved unless the percentage required to transact business is present and the budget is rejected by a majority of the Class A Members present. If the budget is rejected, the Board shall approve a new budget within ten (10) days and send a copy to each Member.

9.5 Effect of Failure to Prepare or Adopt Budget. The Board's failure or delay in preparing or adopting the annual budget for any fiscal year, or review of the budget under Section 9.4 (c), shall not waive or release a Member's obligation to pay General Assessments whenever the amount of such assessments is finally determined. In the absence of an annual Association budget each Member shall continue to pay the assessment at the rate established for the previous fiscal period until notified otherwise.

9.6 Capital Improvements. If the cost of all capital improvements to the Commons to be paid within a single year totals more than twenty five percent (25%) of the Recreation Association's annual budget, the capital improvements must be approved by majority vote of the Class A Members. If the substantial capital improvement is approved by the Members, the Board shall determine whether it shall be paid from General Assessments or by Special Assessment. Any repair or replacement of existing improvements shall not be considered a capital improvement.

9.7 Accounts. Reserves shall be kept separate from other Recreation Association funds, either in a single account for all reserves or separated by purpose. All other sums collected by the Board with respect to Assessments and charges of all types may be commingled in a single fund.

ARTICLE X COVENANTS FOR MAINTENANCE ASSESSMENTS

The cost of fulfilling the Recreation Association's financial obligations is divided equitably among the Members by means of Assessments. To assure the Recreation Association of a reliable source of funds and to protect those Members who contribute their equitable share, assessments are mandatory and are secured both by a lien on the lot and the Member's personal obligation.

10.1 Obligation for Assessments. Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed or other transfer instrument, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Recreation Association the following (to be known collectively as "Assessments"):

- (a) General Assessments for expenses included in the budget.

- (b) Special Assessments for the purposes provided in this Declaration, and
- (c) Individual Lot Assessments for any charges particular to that Lot,

together with a late fee and interest, as established by the Board, and cost of collection when delinquent, including a reasonable attorney's fee whether or not suit is brought. Upon default in the payment of any one or more installments, the Board may accelerate the entire balance of such Assessment, which shall be declared due and payable in full.

10.2 Initial Guarantee of Assessments. Declarant guarantees that during the year in which a Lot is first conveyed to an Owner other than Declarant and during the following year (the Recreation Association's first full budget year), the General and Special Assessments owed by each Owner shall not exceed the amount stated on the proposed budget delivered to each Owner prior to closing. In return for such guarantee and for paying any deficit, Declarant shall not be liable during the guarantee period for any assessments on any Lots which it owns. Unless terminated by notice to the Recreation Association at least 30 days prior to the end of a guarantee period, Declarant shall automatically extend this guarantee for successive six-month terms at the same level of assessment, plus an annual increase of five percent (5%).

10.3 Equitable Division of Assessment. General Assessments and Special Assessments shall be assessed equally among all Lots, except as follows:

- (a) Declarant shall not be liable for assessments during the guarantee period, as described in Section 10.2, and
- (b) After termination of the guarantee period, Declarant shall pay one-fourth of a Lot's Assessment for Lots which it owns within the Properties and which are unoccupied. Once the Lot has been sold to an Owner other than Declarant or has been occupied it shall always be subject to the payment of General and Special Assessments. The furnishing of a model building for sales display purposes shall not cause the Lot to be considered as having been occupied.

10.4 General Assessments.

- (a) **Establishment by Board.** The Board shall set the date or dates such assessments shall become due and may provide for collection of assessments annually or in monthly, quarterly or semiannual installments.
- (b) **Date of Commencement.** The annual General Assessments shall begin on the day of conveyance of the first Lot to an Owner other than Declarant. The initial Assessment on any Lot subject to assessment shall be collected at the time title is conveyed to the Owner. During the initial year of ownership, each Owner shall be responsible for the prorata share of the annual General or Special Assessment charged to each Lot, prorated to the month of closing.

10.5 Special Assessment. In addition to the General Assessment, the Board may levy in any fiscal year a Special Assessment applicable to that year and not more than the next four succeeding years as follows:

- (a) **Capital Improvements.** Any substantial capital improvement which has been approved in accordance with Section 9.6 ("Capital Improvements") or any capital improvement not required to be approved by the Members may be paid by Special Assessment.
- (b) **Emergency Assessment.** By a two-thirds (2/3) vote, the Board may impose a Special Assessment for any unusual or emergency maintenance or repair or other expense which

this Declaration requires the Recreation Association to pay (including, after depletion of reserves, any unexpected expenditures not provided by the budget or unanticipated increases in the amounts budgeted).

10.6 Individual Lot Assessments. The Recreation Association may levy at any time an Individual Lot Assessment against a particular Lot for the purpose of defraying, in whole or in part, the cost of any special services to that Lot or any other charges designated in this Declaration as an Individual Lot Assessment.

10.7 Collection by Homeowners' Associations as Agent. The Recreation Association may request that the homeowners' associations for Stonegate and Mill Run collect the assessments for the Recreation Association as its agent including, if so requested, the collection of delinquent assessments. The homeowners' associations' failure or inability to collect Assessments shall not, however, impair any of the Recreation Association's rights to collect such assessments itself. The homeowners' associations shall deliver all assessments collected by the due date within ten days after the due date, and shall deliver any late payments within ten days after receipt. Where both the Recreation Association and the applicable homeowner's association have filed liens on a Lot, the two liens shall have equal priority.

10.8 Effect of Nonpayment of Assessment: Remedies

(a) **Personal Obligation.** All Assessments, together with any late fee, interest and cost of collection when delinquent, including a reasonable attorney's fee whether or not suit is brought (collectively, the "Assessment Charge") shall be the personal obligation of the person or entity who was the Owner of the Lot at the time when the assessment was levied, and of each subsequent Owner. No Owner may waive or otherwise escape liability for the Assessment Charge by abandonment of the Lot.

(b) **Creation of Lien.** The Assessment Charge shall also be charged on the land and shall be a continuing lien upon the Lot against which the Assessment Charge is made, which is effective upon recording of a claim of lien. This lien, in favor of the Recreation Association, shall secure the Assessment Charge which is then due and which may accrue subsequent to the recording of the claim of lien and prior to entry of final judgment of foreclosure.

(c) **Suit for Payment; Foreclosure of Lien.** The Recreation Association may bring an action at law against the Owner personally obligated to pay the Assessment Charge, or may foreclose the lien in a manner similar to foreclosure of a mortgage lien, or both. The Recreation Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Lot foreclosed at such foreclosure sale and to acquire, hold, lease, mortgage and convey the Lot.

(d) **Subordination of the Lien to Mortgages.** The lien of the Assessment Charge shall be inferior to the first mortgage lien of any Mortgagee. Sale or transfer of any Lot pursuant to foreclosure of such a mortgage, including a deed in lieu of foreclosure, shall extinguish the lien as to payments which became due prior to the sale or transfer. The transferees of such Lot shall be liable for any assessments coming due after the sale or transfer.

(e) **Other Remedies.** The Recreation Association shall have the right to assess fines and suspend the voting rights and right to use of the Recreation Facilities by an Owner for any period during which any Assessment against his Lot remains unpaid.

10.9 Certificate of Payment. The treasurer of the Recreation Association, upon request of any Owner, shall furnish a certificate signed by a member of the Board stating whether any assessments are owed by that Owner. The Board may establish a reasonable fee for such certificate, not to exceed \$25, as adjusted for cost of living increases. Such certificate, when co-

signed by the secretary of the Recreation Association, shall be conclusive evidence of payment of any assessment stated to have been paid.

ARTICLE XI USE COVENANTS; RULES AND REGULATIONS

The following covenants are designed to protect the quality of life for all Owners within the Properties and to set a standard for reasonable cooperation within the community.

11.1 Nuisances; Other Improper Use.

(a) Nuisances, Unlawful Use. No nuisance or offensive or unlawful use shall be permitted to exist or operate within the Recreation Facilities and Drainage System. All laws, building codes, orders, rules, regulations or requirements of any governmental agency having jurisdiction shall be complied with, by and at the sole expense of the Owner or the Recreation Association, whichever shall have the obligation to maintain or repair the affected portion of the Properties.

(b) Insurance. Nothing shall be done or kept within the Recreation Facilities or Drainage System which will increase the rate of, or result in cancellation of, insurance held by the Recreation Association, without the prior written consent of the Recreation Association.

(c) Soliciting. No soliciting will be allowed at any time within the Recreation Facilities or Drainage System.

11.2 Pets. The Recreation Association reserves the right to prohibit pets within the Recreation Facilities or Drainage System or to designate specific areas where pets may be walked. Each Owner shall be held strictly responsible for a pet's behavior and shall immediately collect and properly dispose of wastes and litter of his pets.

11.3 Automobiles. Automobiles may be parked only in designated areas, in accordance with rules and regulations adopted by the Recreation Association.

11.4 Rules and Regulations. The Board may from time to time adopt rules or amend previously adopted rules and regulations governing the details of the operation, use, maintenance and control of the Recreation Facilities and Drainage System and any facilities or services made available to the Owners. Rules and Regulations shall take effect immediately upon approval by the Board, or at a later date selected by the Board. If requested by at least 10% of the Members, a Community Meeting may be called and any Rule or Regulation may be repealed by majority vote of the Members. A copy of the Rules and Regulations adopted from time to time shall be furnished to each Owner.

11.5 Enforcement.

(a) Owner's Responsibility. Each Owner, family members of Owners and Owners' guests and tenants shall conform and abide by the covenants contained in this Declaration and any Rules and Regulations which may be adopted from time to time by the Board. Each Owner shall be responsible for assuring such compliance, and any violation by family members, guests or tenants may be considered to be a violation by the Owner.

(b) Covenants Committee. The Board shall establish a Covenants Committee to hear any complaints of violations of these Covenants or Rules and Regulations adopted by the Board. Members of the Board may serve on the Covenants Committee.

(c) Notice, Hearing and Fines. Any Owner who is believed to be in violation shall be given notice and an opportunity to be heard. After such hearing, the Covenants Committee shall have the right to assess fines, up to a maximum of \$50 for a single violation or \$10 per day for a continuing violation (to be adjusted according to increases in the cost of living) and may restrict the Owner's use of the Recreation Facilities for up to sixty (60) days. Fines shall be charged against the Lot as an Individual Lot Assessment.

(d) Tenant Violations. If a tenant is believed to be in violation of the Covenants or Rules and Regulations, the Covenants Committee shall notify the Owner and tenant and provide an opportunity for hearing. If the Covenants Committee determines after notice and opportunity for hearing that a tenant has violated the Covenants or Rules and Regulations, the Covenants Committee may assess fines against the Owner as provided in paragraph (c) and restrict the tenant's right to use the Recreation Facilities for up to sixty (60) days. In addition, if the violation continues for ten days after notice to the Owner of the Committee's findings, or if the tenant materially violates the Covenants or Rules and Regulations more than once in any one-year period, the Recreation Association, by a two-thirds (2/3) vote of the Board, shall have the right to evict the tenant. Each Owner by acceptance of a deed irrevocably appoints the Recreation Association as its agent and attorney-in-fact in such an eviction action. All costs related to such action shall be charged to the Owner as an Individual Lot Assessment. Any Owner whose tenant or tenants (whether under one lease or different leases) violate the Covenants or Rules and Regulations three times in any one-year period may be prohibited from further leasing of his Lot for a period of up to one year.

(f) Pets. After notice and hearing, the Covenants Committee, with approval of the Board by two-thirds (2/3) vote, may require that an Owner permanently remove from the Recreation Facilities or Drainage System any pet which creates disturbances or annoyances to the reasonable displeasure of other Owners.

(g) Additional Remedies. All remedies listed in this section are non-exclusive and may be applied cumulatively. The Recreation Association shall also have the right to bring suit to enforce the covenants and Rules and Regulations, as described in Section 14.3.

ARTICLE XII INSURANCE

Insurance is essential to protect the interests of the various Owners and to assure that funds will be available for rebuilding after a casualty. However, because insurance costs may increase significantly or new types of coverage made available, this Article gives some flexibility to the Board to select insurance coverage that is reasonable for the conditions that exist at that time.

12.1 Review of Coverage. The Board shall review limits of coverage for each type of insurance at least once each year.

12.2 Casualty Insurance. The Board may obtain and, if Recreation Facilities and Drainage System with significant insurable improvements are created, shall be required to obtain and maintain, fire insurance as appropriate. Endorsements for extended coverage, vandalism, malicious mischief and windstorm should be obtained where available at reasonable cost. Coverage shall be in an amount not less than necessary to comply with the co-insurance percentage stipulated in the policy, but in any event not less than 80% of the insurable value (based upon replacement) of the improvements constructed on the Recreation Facilities and Drainage System.

12.3 Public Liability. The Board may obtain public liability insurance in such limits as the Board may from time to time determine, insuring against any liability arising out of, or incident to, the ownership and use of the Recreation Facilities and Drainage System and any water access

located on or adjoining the Properties. Whenever practicable, such insurance should be issued on a comprehensive liability basis and should contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Recreation Association, the Board or other Owners.

12.4 Director Liability Insurance. The Board may obtain liability insurance insuring against personal loss for actions taken by members of the Board in the performance of their duties. Such insurance shall be of the type and amount determined by the Board in its discretion.

12.5 Other Coverage. The Board shall obtain and maintain workman's compensation insurance if and to the extent necessary to meet the requirements of law, and such other insurance as the Board may determine or as may be requested from time to time by a majority vote of the Members.

12.6 Repair and Reconstruction after Fire or Other Casualty. If fire or other casualty damages or destroys any of the improvements on the Recreation Facilities and Drainage System, the Board shall arrange for and supervise the prompt repair and restoration of the improvements. The Board shall obtain funds for such reconstruction first from the insurance proceeds, then from reserves for the repair and replacement of such improvements, and then from any Special Assessments that may be necessary after exhausting insurance and reserves.

ARTICLE XIII AMENDMENT; TERMINATION

Property Owners should be able to rely on the Declaration and the general principles it states. Amendment should not be easy. However, new solutions will be proposed from time to time to make the Recreation Association operate more efficiently or to adjust to changing conditions. Where clearly to the community's benefit, these new provisions should be incorporated into the Declaration.

13.1 Amendment.

(a) **By Members.** This Declaration may be amended at any time by an instrument signed by the president or vice president and secretary of the Recreation Association, certifying approval in writing by two-thirds (2/3) of the Class A Members. Until termination of the Class B Membership, Declarant must also approve and sign any amendment to the Declaration.

(b) **By Declarant.** Declarant specifically reserves the absolute and unconditional right, so long as it is a Class B Member, to amend this Declaration without the consent or joinder of any party (i) to conform to the requirements of the Federal Home Loan Mortgage Corporation, Veterans Administration, Federal Housing Administration, Federal National Mortgage Recreation Association or any other generally recognized institution involved in the guarantee or purchase and sale of home loan mortgages, (ii) to conform to the requirements of institutional mortgage lenders or title insurance companies, or (iii) to clarify the Declaration's provisions or correct errors.

(c) **Limitation.** Whenever any action described in this Declaration requires approval of greater than two-thirds (2/3) of the Members, amendment of that provision shall require the same percentage vote as would be required to accomplish that action directly.

(d) **Recording.** Any amendment shall take effect upon recording in the public records.

13.2 Duration; Termination. The covenants and restrictions contained in this Declaration shall run with and bind the Properties and shall inure to the benefit of and be enforceable by Declarant, the Recreation Association, and all Owners within the Properties, their respective legal

representatives, heirs, successors or assigns for ninety (90) years, and shall be automatically extended for each succeeding ten year periods unless terminated in one of the following ways:

(a) **Consent.** The Declaration may be terminated at any time by a recorded instrument signed by the president or vice president and secretary of the Recreation Association, certifying agreement by Owners representing 90% of the votes in the Recreation Association to terminate the Declaration as of a specified date.

(b) **Dedication of Recreation Facilities and Drainage System.** The Declaration may be terminated by consent in writing by Members representing two-thirds (2/3) of the votes in the Recreation Association, if the Recreation Facilities and Drainage System have been accepted for dedication or taken by eminent domain by the appropriate unit of local government.

13.3 **Rerecording.** Unless this Declaration is terminated, the Recreation Association shall rerecord this Declaration or other notice of its terms at intervals necessary under Florida law to preserve its effect.

13.4 **Condemnation.** If all or part of the Recreation Facilities and Drainage System is taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Recreation Association. The Board shall have the right to act on behalf of the Recreation Association with respect to the negotiation and litigation of the taking or condemnation affecting such property.

ARTICLE XIV GENERAL PROVISIONS

14.1 **Interpretation.** The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform and consistent plan for the development and operation of the Properties as a residential development of the highest quality. The italicized portions at the beginning of each Article are intended to state the purposes for the provisions that follow and may be used as an aid to interpretation. However, if the italicized portion conflicts with the operative provision, the operative provision shall govern. In the event of a conflict between this Declaration and the Articles or Bylaws, this Declaration shall govern. If the Articles and Bylaws conflict, the Articles shall govern.

14.2 **Invalidity.** The invalidity of any part of this Declaration shall not impair or affect the validity or enforceability of the rest of the Declaration, which shall remain in full force and effect.

14.3 **Compliance with Declaration: Enforcement.**

(a) **Owner's Responsibility.** Each Owner, family members of Owners and Owners' guests and tenants shall conform and abide by this Declaration and any Rules and Regulations which may be adopted from time to time by the Board. Each Owner shall be responsible for assuring that all persons using that Owner's Lot by, through or under him so comply.

(b) **Enforcement.** Suit may be brought against any person, persons or entity violating or attempting to violate the provisions of this Declaration, either to restrain violation or to recover damages, and against his or its property to enforce any lien created by this Declaration. To enforce this Declaration or the Rules and Regulations, the Recreation Association, Declarant or any Owner may bring an action for damages, specific performance, declaratory decree or injunction, or any other remedy at law or in equity. The Board shall be empowered to bring suits on behalf of the Recreation Association.

(c) No Waiver. Failure to enforce any provision of this Declaration or the Rules and Regulations shall not be deemed a waiver of the right to do so at any time thereafter.

(d) Recreation Association's Legal Fees. Any and all costs, including but not limited to attorneys' fees and court costs, which may be incurred by the Recreation Association in the enforcement of any of the provisions of this Declaration, whether or not suit is brought, shall be assessed as an Individual Lot Assessment to the Owner against whom such action was taken.

14.4 Notices. Any notice required to be sent to the Owner shall be deemed to have been properly sent when mailed, postage prepaid, or hand delivered to the Lot and, if different, to the last known address of the person who appears as Owner of the Lot as that address is stated on the records of the Recreation Association at the time of the mailing.

14.5 Gender and Number. The use of the masculine gender herein shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

14.6 Consent of Mortgagees.

(a) When Consent Required. This Declaration contains provisions concerning various rights, priorities, remedies and interests of Mortgagees. Such provisions are to be construed as covenants for the protection of the Mortgagees on which they may rely in making loans secured by a mortgage on a Lot. Accordingly, no amendment or modification of this Declaration specifically impairing such rights, priorities, remedies or interests of a mortgagee shall be adopted without the prior written consent of Mortgagees as provided in subsection (b). This section shall not be construed, however, as a limitation upon the rights of Declarant, the Recreation Association or the Members to make amendments which do not adversely affect the Mortgagees.

(b) Percentage Required. Wherever consent of the Mortgagees is required, it shall be sufficient to obtain the written consent of Mortgagees holding a first lien on 67% or more of all Lots encumbered by a mortgage. However, if one Mortgagee is holding a first lien on more than 50% of the Lots encumbered by a mortgage, the written consent of that Mortgagee alone shall be sufficient.

(c) Timely Response. Any such required consent shall be given promptly and shall not be unreasonably withheld. Any consent not given or denied within 30 calendar days of receipt of request for consent shall be deemed given.

14.7 Consent of Governmental Agency. The Drainage System is subject to regulation by the South Florida Water Management District (SFWMD). Accordingly, no amendment or modification to Article IV ("Conservation Areas") or to Article V ("Lakes"), no conveyance or dedication of the Drainage System or other amendment or modification of this Declaration specifically regarding the operation and maintenance of the Drainage System shall be adopted without the prior written consent of SFWMD. This section shall not be construed, however, as a limitation upon the rights of Declarant, the Recreation Association or the Members to make amendments which do not adversely affect the governmental interests.

14.8 Law in Govern. This Declaration shall be construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the undersigned does hereby make this Declaration of Charter.

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Easements, Covenants and Restrictions for the Stonegate/Mill Run Recreational Facilities and has caused this Declaration to be executed as of the day and year first above written.

COLLIER COUNTY ASSOCIATES FOR THE
CROSSINGS II, LTD., a Florida limited partnership

WITNESSES:

James M. Southern
Walter F. Cook

By: WESTCO MANAGEMENT, INC.,
a Florida corporation, its sole general partner

By: E.C. Miller
Its EXEC. VICE president

NATIONAL DEVELOPMENT PROPERTIES
OF FLORIDA, INC.

James M. Southern
Walter F. Cook

By: E.C. Miller
Its EXEC. VICE president

STATE OF FLORIDA
COUNTY OF Lee

This Declaration was acknowledged before me this 20th day of October, 1988, by E.C. Miller, EXEC. VICE president of Westco Management, Inc., a Florida corporation, the sole general partner of Collier County Associates for The Crossings II, Ltd., a Florida limited partnership, on behalf of the partnership.

Susan Lee Houghton
Notary Public, State of Florida
My Commission expires:

STATE OF FLORIDA
COUNTY OF Lee

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: OCT. 5, 1991.
BONDED THIRD NOTARY PUBLIC UNDERWRITER.

This Declaration was acknowledged before me this 20th day of October, 1988, by E.C. Miller, EXEC. VICE president of National Development Properties of Florida, Inc., a Florida corporation, on behalf of the corporation.

Susan Lee Houghton
Notary Public, State of Florida
My Commission expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: OCT. 5, 1991.
BONDED THIRD NOTARY PUBLIC UNDERWRITER.

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CONSENT OF MORTGAGEE

THE UNION NATIONAL BANK OF PITTSBURGH, the holder of the mortgage dated June 28, 1968 and recorded in Official Records Volume 1361, page 1114, of the public records of Collier County, Florida, does hereby consent to the Stonegate/Mill Run Recreation Facilities Declaration of Charter, Easements, Covenants and Restrictions and agrees that the aforesaid mortgage shall be subordinated to the Declaration.

WITNESSES:

THE UNION NATIONAL BANK OF PITTSBURGH

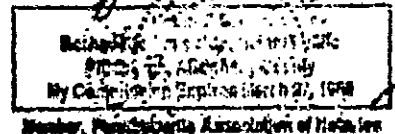
By: R. David Benight
Its Asst. Vice President

NOTARY LAW OFFICE

STATE OF Pennsylvania
COUNTY OF Allegheny

This Consent was acknowledged before me this 19th day of October, 1988 by R. David Benight, Asst. Vice President of The Union National Bank of Pittsburgh, a banking corporation organized and existing under the laws of the United States of America, on behalf of such corporation.

Leraandte Amadio
Notary Public, State of Pennsylvania
My Commission Expires:



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CONSENT OF MORTGAGEE

NAPLES FEDERAL SAVINGS AND LOAN ASSOCIATION, the holder of the mortgage dated June 29, 1988 and recorded in Official Records Volume 1261, page 1155, of the public records of Collier County, Florida, does hereby consent to the Stonegate/Mill Run Recreation Facilities Declaration of Charter, Easements, Covenants and Restrictions and agrees that the aforesaid mortgage shall be subordinated to the Declaration.

WITNESSES:

NAPLES FEDERAL SAVINGS AND LOAN
ASSOCIATION

Barbara T. Burnett
Leslie A. Maicher

By:

Thomas E. Finlay
Its First Vice President

STATE OF FLORIDA
COUNTY OF Collier

This Consent was acknowledged before me this 25th day
of October, 1988 by Thomas E. Finlay
First Vice President of Naples Federal Savings and Loan
Association, on behalf of such association.

Leslie A. Maicher
Notary Public, State of Florida
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JUNE 13, 1992
BONDED THRU GENERAL ISS. 8902.

EXHIBIT "A"

**ARTICLES OF INCORPORATION
FOR
THE COMMUNITY ASSOCIATION FOR STONEGATE
AND MILL RUN, COLLIER COUNTY, INC.**

The undersigned subscriber to these Articles of Incorporation, a natural person competent to contract, hereby forms a corporation under the laws of the State of Florida.

**ARTICLE I
NAME**

The name of the corporation is the **THE COMMUNITY ASSOCIATION FOR STONEGATE AND MILL RUN, COLLIER COUNTY, INC.**, hereinafter referred to as the "Association." The address of the Association is National Development Properties of Florida, Inc., 7920-308 College Parkway, Ft. Myers, Florida 33907.

**ARTICLE II
REGISTERED AGENT**

The initial Registered Agent of the Association is Patrick Bryan Reinen. The address of the Registered Agent is National Development Properties of Florida, Inc., 7920-308 College Parkway, Ft. Myers, Florida 33907.

**ARTICLE III
PURPOSES**

The Association does not contemplate pecuniary gain or profit to its members. The Association's specific purposes are to provide for the maintenance and preservation of the property ("Property") described in the Stonegate/Mill Run Recreation Facilities Declaration of Charter, Easements, Covenants and Restrictions, recorded or to be recorded in the public records of Collier County, Florida (the "Declaration") for the mutual advantage and benefit of the members of this Association, who shall be owners of lots benefitted by the Property. To promote the health, safety and welfare of the owners of lots benefitted by the Property, the Association shall have and exercise the following authority and powers:

- (a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration, which is hereby incorporated by reference.
- (b) To acquire, by gift, purchase or otherwise, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.
- (c) To borrow money and to mortgage, pledge or hypothecate any and all of its real or personal property as security for money borrowed or debts incurred.
- (d) To participate in mergers and consolidations with other nonprofit corporations organized for similar purposes.
- (e) To have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida may now or hereafter have or exercise.

**ARTICLE IV
MEMBERSHIP**

Every person or entity who is a record owner of a lot benefitted by the Property shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot.

**ARTICLE V
VOTING RIGHTS**

The Association shall have two classes of voting membership, as described in the Declaration.

**ARTICLE VI
BOARD OF DIRECTORS**

The Board of Directors shall initially consist of three members, whose names and addresses are as follows:

| <u>Name</u> | <u>Address</u> |
|-----------------------|--|
| Patrick Bryan Reinert | National Development Properties of Florida, Inc. 7920-308 College Parkway Ft. Myers, Florida 33907 |
| Eric C. Miller | National Development Properties of Florida, Inc. 7920-308 College Parkway Ft. Myers, Florida 33907 |
| Jo Ann Southern | National Development Properties of Florida, Inc. 7920-308 College Parkway Ft. Myers, Florida 33907 |

**ARTICLE VII
TERM OF EXISTENCE**

This corporation shall have perpetual existence unless sooner dissolved in accordance with the provisions herein contained or in accordance with the laws of the State of Florida. The date on which corporate existence shall begin is the date on which these Articles of Incorporation are filed with the Secretary of State of the State of Florida.

**ARTICLE VIII
DISSOLUTION**

The Association may be dissolved with the assent in writing of not less than seventy five percent (75%) of each class of member. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of this Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created or for the general welfare of the residents of the county in which the Property is located. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to similar purposes.

**ARTICLE IX
OFFICERS**

Subject to the direction of the Board, the affairs of this Association shall be administered by its officers, as designated in the Bylaws of this Association. Said officers shall be elected annually by the Board. The names and addresses of the officers who shall serve until the first annual meeting of the Board are as follows:

Office
President

Name and Address
Patrick Bryan Reinert
National Development Properties of Florida, Inc.
7920-308 College Parkway
Ft. Myers, Florida 33907

Vice President

Eric C. Miller
National Development Properties of Florida, Inc.
7920-308 College Parkway
Ft. Myers, Florida 33907

Secretary/Treasurer

Jo Ann Southern
National Development Properties of Florida, Inc.
7920-308 College Parkway
Ft. Myers, Florida 33907

**ARTICLE X
BYLAWS**

The Bylaws of this Association shall be adopted by the first Board and recorded among the public records of Collier County, Florida. The Bylaws may be altered, amended, modified or repealed by a majority of the Directors or at any duly called meeting of the members of this Association.

**ARTICLE XI
AMENDMENTS**

This Association reserves the right to amend or repeal any of the provisions contained in these Articles by a seventy-five percent (75%) vote of the membership.

**ARTICLE XII
SUPREMACY**

These Articles and the Bylaws are subject to the Declaration and in the event of a conflict, the Declaration shall govern. In the event of a conflict between the Articles and Bylaws, the Articles shall govern.

**ARTICLE XIII
INDEMNIFICATION**

This Association shall indemnify and hold harmless any and all of its present or former directors, officers, employees or agents, to the full extent permitted by law. Said indemnification shall include but not be limited to the expenses, including the cost of any judgments, fines, settlements and counsel's fees actually and necessarily paid or incurred in connection with any action, suit or proceeding, whether civil, criminal, administrative or investigative, and any appeal thereof, to which any such persons or his legal representative may be made a party or may be threatened to be made a party by reason of his being or having been a director, officer, employee or agent as herein

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provided. The foregoing right of indemnification shall not affect any other rights to which any director, officer, employee or agent may be entitled as a matter of law or which he may be lawfully granted.

ARTICLE XIV
INCORPORATOR

The name and address of the incorporator of the corporation is:

Patrick Bryan Reinert
National Development Properties of Florida, Inc.
7920-308 College Parkway
Ft. Myers, Florida 33907

IN WITNESS WHEREOF, for the purpose of forming this Association under the laws of the State of Florida, the undersigned, being the incorporator of this Association, has executed these Articles of Incorporation this ____ day of _____, 19____.

WITNESSES:

INCORPORATOR:

Patrick Bryan Reinert

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 19____,
by Patrick Bryan Reinert as incorporator.

Notary Public, State of Florida at Large
My commission expires:

EXHIBIT "B"

BY-LAWS
OFTHE COMMUNITY ASSOCIATION FOR STONEGATE
AND MILL RUN, COLLIER COUNTY, INC.ARTICLE I
MEMBERS

1.1 Membership. The members of the The Community Association for Stonegate and Mill Run, Collier County, Inc (the "Association"), a corporation not for profit organized under Florida law, shall consist of the owners of lots ("Lots") benefited by the properties described in the Declaration of Charter, Easement, Covenants and Restrictions for the Stonegate/Mill Run Recreation Facilities, recorded or to be recorded in the public records of Collier County, Florida (the "Declaration"). The membership of each Owner shall terminate when he or she ceases to be an Owner of a Lot. Upon the sale, transfer or other disposition of his or her ownership interest in a Lot, membership in the Association shall automatically be transferred to the new Lot Owner. The Association may issue certificates evidencing membership.

1.2 Shares; Votes. Each member shall have an interest in the funds and assets of the Association equal to the number of Lots owned by that member, as defined in the Declaration. The Association shall have two classes of voting membership as described in the Declaration.

1.3 Quorum. Members present in person, telephone conference or by proxy shall be counted toward a quorum. The percentage of membership necessary for a quorum is as provided in the Declaration.

1.4 Proxies. Proxies shall be in writing, shall be valid only for the particular meeting designated thereon and must be filed with the Secretary before the appointed time of the meeting.

ARTICLE II
MEETINGS OF MEMBERSHIP

2.1 Rules. The meetings of the membership shall be held in accordance with the provisions of the Declaration and, subject to the Declaration, in accordance with these By-Laws. Except where in conflict with the Declaration, Roberts Rules of Order (as amended) shall govern the conduct of all membership meetings.

2.2 Regular Meeting. The Association membership shall conduct a general meeting every two years for the election of directors. The general meeting shall be held at the offices of the Association or at such other place in the state of Florida as shall be designated by the Board or the President of the Association in the second Tuesday in November of each second year unless otherwise determined by the Board.

2.3 Special Meetings. Unless specifically provided otherwise herein or in the Declaration, meetings of the membership shall be held when directed by the President or the Board or when requested in writing by members holding a majority of the votes having the right to vote at such meeting. The call for the meeting shall be issued by the secretary.

2.4 Notice. Notice of all members' meetings, regular or special, shall be given by the President, Vice President or Secretary of the Association to each member unless waived in writing. Such notices shall be mailed or personally delivered to each member not less than ten (10) nor

more than thirty (30) days prior to the meeting, except in an emergency, in which case the Board shall give such notice as is reasonable under the circumstances.

In addition, except in an emergency, when such notice requirement shall be waived, written notice shall be posted at a conspicuous place on the Property not less than forty-eight (48) hours prior to any special meeting and not less than fourteen (14) days prior to the annual meeting.

2.5 Waiver. Any Owner may waive notice of a meeting or consent to the holding of a meeting without notice or consent to action taken without a meeting, by execution of a waiver or consent in writing. Such waiver or consent may be executed prior to, at, or subsequent to the meeting or Association action to which the waiver or consent relates.

2.6 Action Without Meeting. Any action required to be taken by vote or assent of the Members may be taken in the absence of a meeting (or in the absence of a quorum at a meeting) in the manner described in the Declaration. Any action so approved shall have the same effect as though taken at a meeting of the Members, and such approval shall be duly filed in the minute book of the Association.

2.7 Telephone Conferences. Members present by telephone conference shall be considered as present at a meeting for the purposes of a quorum, and may vote in any matters presented for a vote of the membership.

ARTICLE III BOARD OF DIRECTORS

3.1 Election. The Board of Directors ("Board") of the Association shall consist of not less than three persons who shall be originally appointed as provided in the articles of incorporation ("Articles"). Thereafter directors shall be elected in accordance with the provisions of the Declaration.

3.2 Qualifications. After termination of the Class B Membership, each director shall be an Owner or the spouse of an Owner (or, if an Owner is a corporation, partnership or trust, a director may be an officer, partner or beneficiary of such Owner). If a director no longer meets such qualifications during his or her term, he or she shall cease to be a director and his or her place on the Board shall be deemed vacant.

3.3 Vacancy. Any vacancy occurring in the Board may be filled by a majority vote of the remaining members of the Board. However, a vacancy resulting from removal of a director by the members shall be filled by a vote of the membership.

3.4 Meetings. An annual meeting of the Board shall be held immediately following the annual meeting of the membership and at the same place. Special meetings of the Board shall be held upon call by the President or a majority of the Board on not less than forty-eight (48) hours notice in writing to each director, unless the Board determines an emergency to exist, in which event the Board shall give such notice as is reasonable under the circumstances. All meetings of the Board shall be open to all members and, except in an emergency as provided above, notices of all meetings shall be posted in a conspicuous place on the Property at least 48 hours prior to the meeting. However, members shall not be entitled to vote or participate in any other way at the meeting.

3.5 Waiver. Any director or Owner may waive notice of a meeting or consent to the holding of a meeting without notice or consent to any action of the Board without a meeting. Such waiver or consent may be executed prior to, at, or subsequent to the meeting or Board action to which the waiver or consent relates.

3.6 Quorum. A quorum for the transaction of business shall consist of at least half of the directors present in person, proxy or by telephone conference. However, less than a quorum may adjourn a meeting from time to time. A majority of directors who are present at any meeting where a quorum is present shall decide any question before the meeting.

3.7 Removal. Directors may be removed as provided in the Declaration.

3.8 Compensation. Directors shall receive no compensation for their services unless expressly provided for in resolutions duly adopted by the Owners. Directors may not receive any compensation while the developer is a Class B member; however, this shall not prevent the developer or an affiliate of developer from being compensated for management or other services.

3.9 Powers and Duties. The Board shall have the following powers and duties:

- (a) To elect the officers of the Association as hereinafter provided;
- (b) To administer the affairs of the Association and the Property and formulate policies for such purposes;
- (c) To adopt administrative rules and regulations governing the administration, management, operation and use of the Property and to amend such rules and regulations from time to time;
- (d) To provide for the maintenance, repair and replacement of those parts of the Property stated in the Declaration to be maintained by the Association;
- (e) To provide for the designation, hiring and removal of employees and other personnel or service companies, including a property manager, to engage or contract for the services of others, to make purchases for the maintenance, repair, replacement, administration, management and operation of the Property and to delegate any such powers to the employees or agents of the Association;
- (f) To estimate the amount of the annual budget, to provide the manner of assessing and collecting from the Owners their respective shares of such estimated expenses as hereinafter provided and to assess any supplemental assessment as the Board shall deem necessary;
- (g) Unless otherwise provided herein or in the Declaration, to comply with the instructions of a majority of the Owners as expressed in a resolution duly adopted at any annual or special meeting of the Owners; and
- (h) To exercise all other powers and duties of the Board provided for in the Declaration and the Articles.

ARTICLE IV OFFICERS

4.1 Election. Subject to the provisions of the Declaration and Articles, at each annual meeting of the Board, the Board shall elect from the membership of the Association the following officers of the Association:

- (a) A President, who shall be a director, shall preside over the meetings of the Board and of the Association and shall be the chief executive officer of the Association. In the recess of the Board, the President shall have general control and management of the business and affairs of the Association;

(b) One or more Vice Presidents, who shall in the absence or disability of the President, perform the duties and exercise the powers of the President;

(c) A Secretary, who shall keep the minutes of all meetings of the Board and of the membership and who shall perform all the duties generally incident to the office of Secretary;

(d) A Treasurer, who shall cause to be kept the financial records and books of account of the Association; and

(e) Such additional officers as the Board shall see fit to elect. An individual may hold more than one position.

4.2 Powers. The officers shall have the general powers usually vested in such officers of a not-for-profit corporation, provided that the Board may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the Board may deem necessary.

4.3 Term. Each officer shall hold office for the term of one year and until his or her successor shall have been elected and qualified.

4.4 Vacancy. Vacancies in any office shall be filled by the Board at special meetings thereof. Any officer may be removed at any time, with or without cause, by the affirmative vote of a majority of the whole Board.

4.5 Compensation. Officers shall receive no compensation for their services, unless expressly provided for in a resolution duly adopted by the Owners.

ARTICLE V RECORDS

5.1 Accounting. The Board shall maintain accounting records according to generally accepted accounting principles, which records shall be open to inspection by Owners at reasonable times and upon reasonable notice. These accounting records shall include a record of receipts and expenditures and a separate account for each Owner showing the assessments charged to and paid by such Owner. Within ninety (90) days after the end of each year covered by an annual budget, the Board shall cause to be furnished to each Owner a statement for such year showing the receipts and expenditures and such other information as the Board may deem desirable. Upon reasonable notice to the Board, any owner shall be furnished a statement of his or her account setting forth the amount of any unpaid assessments or other charges due and owing from him.

5.2 Meetings. The Board shall keep a record of all meetings, both of the Board and of the Association. For each action taken, the record shall state the vote and a description of the action approved, and, where applicable, the reasons why the action was considered necessary and a summary of the information on which the decision was based. The record shall be available for inspection by any Member.

ARTICLE VI AMENDMENT

These By-Laws may be amended, altered or rescinded upon a majority vote of the membership at a regular or special meeting of the Association, notice of which shall state that such proposed amendment is to be voted on at the meeting. All amendments of these By-Laws shall be duly recorded as an Exhibit to the Declaration in the public records of Collier County, Florida.

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**ARTICLE VII
SUPREMACY**

In the event of a conflict among the Bylaws, Articles or Declaration, the Declaration shall control, followed by the Articles and then Bylaws.

EXHIBIT C
to
DECLARATION OF
CHARTER, EASEMENTS, COVENANTS AND RESTRICTIONS
FOR STONEGATE/MILL RUN RECREATION FACILITIES

Crossings Unit Three, legal description:

All that part of the southwest 1/4 of Section 2, Township 49 South, Range 25 East, Collier County, Florida being more particularly described as follows;
Commencing at the west 1/4 corner of said Section 2
thence along the north line of the southwest 1/4 of said Section 2, North 89°58'26" East 858.01 feet to the POINT OF BEGINNING of the parcel herein described;

thence continue along said north line of the southwest 1/4 North 89°58'26" East 1818.83 feet to the northeast corner of the southwest 1/4 of said Section 2;

thence along the east line of the southwest 1/4 of said Section 2, South 1°35'35" East 710.24 feet;

thence leaving said east line of the southwest 1/4 South 89°40'50" West 458.86 feet;

thence westerly and northwesterly 596.44 feet along the arc of a tangential circular curve concave to the northeast, having a radius of 700.00 feet, through a central angle of 48°42'10" and being subtended by a chord which bears North 65°54'35" West 578.56 feet;

thence North 41°30'00" West 277.33 feet;

thence northwesterly and westerly 632.86 feet along the arc of a tangential circular curve concave to the southwest, having a radius of 784.00 feet, through a central angle of 46°15'00" and being subtended by a chord which bears North 64°37'30" West 615.81 feet;

thence North 87°45'00" West 101.46 feet to a point on said north line of the southwest 1/4 of said Section 2 and the Point of Beginning of the parcel herein described;

being a part of the southwest 1/4 of Section 2, Township 49 South, Range 25 East, Collier County, Florida.



State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of THE COMMUNITY ASSOCIATION FOR STONEGATE AND MILL RUN, COLLIER COUNTY, INC., a corporation organized under the Laws of the State of Florida, filed on September 22, 1988, as shown by the records of this office.

The document number of this corporation is N28472.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
22nd day of September, 1988.



Jim Smith

Jim Smith
Secretary of State

**ARTICLES OF INCORPORATION
FOR
THE COMMUNITY ASSOCIATION FOR STONEGATE
AND MILL RUN, COLLIER COUNTY, INC.**

The undersigned subscriber to these Articles of Incorporation, a natural person competent to contract, hereby forms a corporation under the laws of the State of Florida.

**ARTICLE I
NAME**

The name of the corporation is the **THE COMMUNITY ASSOCIATION FOR STONEGATE AND MILL RUN, COLLIER COUNTY, INC.**, hereinafter referred to as the "Association." The address of the Association is National Development Properties of Florida, Inc., 7920-308 College Parkway, Ft. Myers, Florida 33907.

**ARTICLE II
REGISTERED AGENT**

The initial Registered Agent of the Association is Patrick Bryan Reinert. The address of the Registered Agent is National Development Properties of Florida, Inc., 7920-308 College Parkway, Ft. Myers, Florida 33907.

**ARTICLE III
PURPOSES**

The Association does not contemplate pecuniary gain or profit to its members. The Association's specific purposes are to provide for the maintenance and preservation of the property ("Property") described in the Stonegate/Mill Run Recreation Facilities Declaration of Charter, Easements, Covenants and Restrictions, recorded or to be recorded in the public records of Collier County, Florida (the "Declaration") for the mutual advantage and benefit of the members of this Association, who shall be owners of lots benefitted by the Property. To promote the health, safety and welfare of the owners of lots benefitted by the Property, the Association shall have and exercise the following authority and powers:

- (a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration, which is hereby incorporated by reference.
- (b) To acquire, by gift, purchase or otherwise, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.
- (c) To borrow money and to mortgage, pledge or hypothecate any and all of its real or personal property as security for money borrowed or debts incurred.
- (d) To participate in mergers and consolidations with other nonprofit corporations organized for similar purposes.
- (e) To have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida may now or hereafter have or exercise.

**ARTICLE IV
MEMBERSHIP**

Every person or entity who is a record owner of a lot benefited by the Property shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot.

**ARTICLE V
VOTING RIGHTS**

The Association shall have two classes of voting membership, as described in the Declaration.

**ARTICLE VI
BOARD OF DIRECTORS**

The Board of Directors shall initially consist of three members, whose names and addresses are as follows:

| <u>Name</u> | <u>Address</u> |
|-----------------------|--|
| Patrick Bryan Reinert | National Development Properties of Florida, Inc. 7920-308 College Parkway Ft. Myers, Florida 33907 |
| Eric C. Miller | National Development Properties of Florida, Inc. 7920-308 College Parkway Ft. Myers, Florida 33907 |
| Jo Ann Southern | National Development Properties of Florida, Inc. 7920-308 College Parkway Ft. Myers, Florida 33907 |

**ARTICLE VII
TERM OF EXISTENCE**

This corporation shall have perpetual existence unless sooner dissolved in accordance with the provisions herein contained or in accordance with the laws of the State of Florida. The date on which corporate existence shall begin is the date on which these Articles of Incorporation are filed with the Secretary of State of the State of Florida.

**ARTICLE VIII
DISSOLUTION**

The Association may be dissolved with the assent in writing of not less than seventy five percent (75%) of each class of member. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of this Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created or for the general welfare of the residents of the county in which the Property is located. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to similar purposes.

**ARTICLE IX
OFFICERS**

Subject to the direction of the Board, the affairs of this Association shall be administered by its officers, as designated in the Bylaws of this Association. Said officers shall be elected annually by the Board. The names and addresses of the officers who shall serve until the first annual meeting of the Board are as follows:

| <u>Office</u> | <u>Name and Address</u> |
|---------------------|---|
| President | Patrick Bryan Reinert National Development Properties of Florida, Inc. 7920-308 College Parkway Ft. Myers, Florida 33907 |
| Vice President | Eric C. Miller National Development Properties of Florida, Inc. 7920-308 College Parkway Ft. Myers, Florida 33907 |
| Secretary/Treasurer | Jo Ann Southern National Development Properties of Florida, Inc. 7920-308 College Parkway Ft. Myers, Florida 33907 |

**ARTICLE X
BYLAWS**

The Bylaws of this Association shall be adopted by the first Board and recorded among the public records of Collier County, Florida. The Bylaws may be altered, amended, modified or repealed by a majority of the Directors or at any duly called meeting of the members of this Association.

**ARTICLE XI
AMENDMENTS**

This Association reserves the right to amend or repeal any of the provisions contained in these Articles by a seventy-five percent (75%) vote of the membership.

**ARTICLE XII
SUPREMACY**

These Articles and the Bylaws are subject to the Declaration and in the event of a conflict, the Declaration shall govern. In the event of a conflict between the Articles and Bylaws, the Articles shall govern.

**ARTICLE XIII
INDEMNIFICATION**

This Association shall indemnify and hold harmless any and all of its present or former directors, officers, employees or agents, to the full extent permitted by law. Said indemnification shall include but not be limited to the expenses, including the cost of any judgments, fines, settlements and counsel's fees actually and necessarily paid or incurred in connection with any action, suit or proceeding, whether civil, criminal, administrative or investigative, and any appeal thereof, to which any such persons or his legal representative may be made a party or may be threatened to be made a party by reason of his being or having been a director, officer, employee or agent as herein

provided. The foregoing right of indemnification shall not affect any other rights to which any director, officer, employee or agent may be entitled as a matter of law or which he may be lawfully granted.

ARTICLE XIV INCORPORATOR

The name and address of the incorporator of the corporation is:

Patrick Bryan Reinert
National Development Properties of Florida, Inc.
7920-308 College Parkway
Ft. Myers, Florida 33907

IN WITNESS WHEREOF, for the purpose of forming this Association under the laws of the State of Florida, the undersigned, being the incorporator of this Association, has executed these Articles of Incorporation this ____ day of _____, 19____.

WITNESSES:

Debra L Cook

INCORPORATOR
Patrick Bryan Reinert
Patrick Bryan Reinert

Sherry Lee Williams

STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 11th day of September 1988 by Patrick Bryan Reinert as incorporator.

[Signature]
Notary Public, State of Florida at Large
My commission expires:

Notary Public, State of Florida
My Commission Expires Feb. 27, 1990

REGISTERED AGENT CERTIFICATE

THE COMMUNITY ASSOCIATION FOR STONEGATE AND MILL RUN, COLLIER COUNTY, INC., a corporation duly organized under the laws of the State of Florida with its principal office, as indicated in the Articles of Incorporation at Ft. Myers, Collier County, Florida, has named Patrick Bryan Reinert, whose address is National Development Properties of Florida, Inc., 7920-308 College Parkway, Ft. Myers, Florida 33907, as its agent to accept service of process within this state.

THE COMMUNITY ASSOCIATION FOR
STONEGATE AND MILL RUN,
COLLIER COUNTY, INC.

Date: 9/21/08

By: [Signature]
Its Secretary

Having been named to accept service of process for the above stated corporation, at the place designated in this certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

[Signature]
Patrick Bryan Reinert

Date: 9/21/08

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

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WAIVER OF RIGHT TO ANNEX ADDITIONAL PROPERTY

THIS WAIVER OF RIGHT TO ANNEX ADDITIONAL PROPERTY made this 15th day of December, 1989 by COLLIER COUNTY ASSOCIATES FOR THE CROSSINGS II, LTD., a Florida limited partnership, ("CCA"), and NATIONAL DEVELOPMENT PROPERTIES OF FLORIDA, INC., a Florida corporation, ("National")

STATEMENT OF FACTS

A. CCA and National are the Declarants by virtue of the provisions of Section 1.8 of that certain Stonegate/Mill Run Recreation Facilities Declaration (the "Declaration") recorded in Official Records Book 1391, page 619, as re-recorded in Official Records Book 1396, page 1594, all of the public records of Collier County, Florida.

B. Section 2.2(a)(i) of the Declaration provides in part that "...Declarant shall have the right, but not the obligation, for a period of ten (10) years from this date, from time to time in its sole discretion, to annex the property described on Exhibit C as the Crossings Unit Three property."

C. The date of execution of the Declaration was October 20, 1988. Accordingly, this Waiver is being made within ten (10) years following date of execution of the Declaration.

D. The property described on Exhibit C to the Declaration as "Crossings Unit Three, legal description" is the property described on Exhibit C attached hereto.

E. Declarant desires to waive the right to annex the property described on Exhibit C attached hereto, all as hereinafter described.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration in hand paid by each of the parties hereto to the other, receipt whereof is hereby acknowledged, the parties hereto do agree as follows:

1. The Statement of Facts is incorporated herein and, by this reference, made a part hereof.

2. Declarant does hereby waive the right to annex the property described on Exhibit C attached, all in accordance with and pursuant to the provisions of Section 2.2(a)(i) of the Declaration.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

Signed, sealed and delivered in the presence of:

Doreen D. Phillips

Fred L. Butte
As to Declarant

COLLIER COUNTY ASSOCIATES FOR THE CROSSINGS II, LTD., a Florida limited partnership

By: WESTCO MANAGEMENT, INC., a Florida corporation

By: [Signature]
Its ~~SEC. VICE~~ President

Its Sole General Partner

NATIONAL DEVELOPMENT PROPERTIES OF
FLORIDA, INC., a Florida
corporation

By: Eric C. Miller
Its ~~exec. vice~~ President

"DECLARANT"

STATE OF FLORIDA
COUNTY OF Collier

15th The foregoing instrument was acknowledged before me this
day of December, 1989 by Eric C. Miller, as Executive Vice
President of Westco Management, Inc., a Florida corporation, on
behalf of such corporation, as sole general partner of Collier
County Associates for the Crossings II, Ltd., a Florida limited
partnership, on behalf of such partnership, and as President of
National Development Communities of Florida, Inc. a Florida
corporation, on behalf of such corporation.

Warren D. Phillips
Notary Public, State of Florida
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. NOV. 12, 1991
BONDED THRU GENERAL INS. CO.

EXHIBIT C

All that part of the Southwest $\frac{1}{4}$ of Section 2, Township 49 South, Range 25 East, Collier County, Florida, being more particularly described as follows:

Commencing at the West $\frac{1}{4}$ corner of said Section 2; thence along the North line of the Southwest $\frac{1}{4}$ of said Section 2, North $89^{\circ}58'26''$ East 858.01 feet to the point of beginning of the parcel herein described; thence continue along said North line of the Southwest $\frac{1}{4}$ North $89^{\circ}58'26''$ East 1818.83 feet to the Northeast corner of the Southwest $\frac{1}{4}$ of said Section 2; thence along the East line of the Southwest $\frac{1}{4}$ of said Section 2, South $1^{\circ}35'35''$ East 710.24 feet; thence leaving said East line of the Southwest $\frac{1}{4}$ South $89^{\circ}40'50''$ West 468.86 feet; thence Westerly and Northwesterly 596.44 feet along the arc of a tangential circular curve concave to the Northeast, having a radius of 700.00 feet, through a central angle of $48^{\circ}49'10''$ and being subtended by a chord which bears North $65^{\circ}54'35''$ West 578.56 feet; thence North $41^{\circ}30'00''$ West 277.33 feet; thence Northwesterly and Westerly 632.86 feet along the arc of a tangential circular curve concave to the Southwest, having a radius of 784.00 feet, through a central angle of $46^{\circ}15'00''$ and being subtended by a chord which bears North $64^{\circ}37'30''$ West 615.81 feet; thence North $87^{\circ}45'00''$ West 101.46 feet to a point on said North line of the Southwest $\frac{1}{4}$ of said Section 2 and the point of beginning of the parcel herein described; being a part of the Southwest $\frac{1}{4}$ of Section 2, Township 49 South, Range 25 East, Collier County, Florida.

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

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This instrument was prepared
without opinion of title by
and After Recording Return to:
Mark J. Price, Esquire
Frost & Jacobs
4001 Tamiami Trail North
Suite 300
Naples, Florida 33940
(813) 261-0582

(Space above this line for recording data)

ASSIGNMENT OF DECLARANT'S RIGHTS

This ASSIGNMENT OF DECLARANT'S RIGHTS (the "Assignment")
is made as of the 25th day of January, 1993 by LUCIEN LAND
COMPANY, INC., a Florida corporation ("Assignor") having an
address at 4850 One Mellon Bank Center, Pittsburgh, Pennsylvania
15258-0001 to NAPLES CAPITAL DEVELOPMENT CORPORATION, a Delaware
corporation ("Assignee") having an office at 5551 Ridgewood Drive,
Suite 201, Naples, Florida 33963.

RECITALS

WHEREAS, NATIONAL DEVELOPMENT PROPERTIES OF FLORIDA,
INC., a Florida corporation ("National") was the Declarant under
that certain Mill Run Declaration-Charter, Easements, Covenants,
and Restrictions dated November 1, 1988 and recorded on
November 1, 1988 in Official Records Book 1391, Pages 660 through
710, inclusive, and re-recorded in Official Records Book 1396,
Pages 1635 through 1685, inclusive, all in the Public Records of
Collier County, Florida (the "Mill Run Declaration"); and

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COLLIER COUNTY

ANSBACHER & SCHNEIDER BLDG
100 NATIONAL FINANCIAL
4215 SOUTHPOINT BLVD
JACKSONVILLE FL 32216

WHEREAS, National was a Co-Declarant under that certain Stonegate/Mill Run Recreation Facilities Declaration-Charter, Easements, Covenants and Restrictions dated November 1, 1988 and recorded on November 1, 1988 in Official Records Book 1391, Pages 619 through 659, inclusive, and re-recorded in Official Records Book 1396, Pages 1594 through 1634, inclusive, as amended by that certain Waiver of Rights to Annex Additional Property dated December 15, 1989 and recorded on December 19, 1989 in Official Records Book 1492, Pages 1761 through 1763, inclusive, all in the Public Records of Collier County, Florida (the "Recreation Declaration"); and

WHEREAS, the Mill Run Declaration contains certain terms, covenants, conditions and restrictions which apply to, bind and run with that certain residential development situated in Collier County, Florida known as "Mill Run", as the same is defined in the Mill Run Declaration; and

WHEREAS, the Recreation Declaration contains certain terms, covenants, conditions and restrictions which apply to, bind and run with those certain residential developments situated in Collier County, Florida known as Mill Run and "Stonegate", as the same is defined in the Recreation Declaration; and

WHEREAS, National assigned to Assignor all of National's right, title and interest as Declarant under the Mill Run Declaration and Recreation Declaration (collectively, the

"Declarations") pursuant to that certain Assignment of Declarant Rights dated May 14, 1992 and recorded on June 1, 1992 in Official Records book 1721, Pages 846 through 850-A, inclusive, of the Public Records of Collier County, Florida (the "National Assignment"); and

WHEREAS, in conjunction with the execution and delivery of the National Assignment, National also conveyed to Assignor title to certain portions of the land at Mill Run (the "Property"), which are subject to the terms of the Declarations; and

WHEREAS, Assignor has agreed to transfer to Assignee all of Assignor's right, title and interest under the Declarations as well as title to the Property pursuant to that certain Agreement of Sale between the parties dated as of January 15, 1993.

NOW, THEREFORE, for and in consideration of the sum of ten dollars (\$10.00), the receipt whereof is hereby acknowledged, and intending to be legally bound hereby, Assignor for itself and its successors and assigns does hereby remise, release, quit-claim, transfer, assign and set-over unto Assignee, its successors and assigns, all of Assignor's right, title and interest in and to (a) the Declarations, (b) the Association referred to and defined in the Mill Run Declaration and (c) the Recreation Association referred to and defined in the Recreation Declaration (collectively, the "Declarant's Rights"), and Assignee

does hereby accept and assume all obligations, duties and liabilities of the Declarant in, to and under the Declarations and above-referenced associations;

PROVIDED, HOWEVER, IT IS EXPRESSLY UNDERSTOOD THAT ASSIGNEE IS NOT HEREBY ASSUMING ANY OF THE LIABILITIES OF ASSIGNOR ARISING PURSUANT TO ASSIGNOR'S OR NATIONAL'S OBLIGATIONS OR DUTIES UNDER THE DECLARATIONS PRIOR TO THE DATE OF THIS ASSIGNMENT, AND THAT ALL SUCH LIABILITIES, IF ANY, SHALL REMAIN THOSE OF ASSIGNOR.

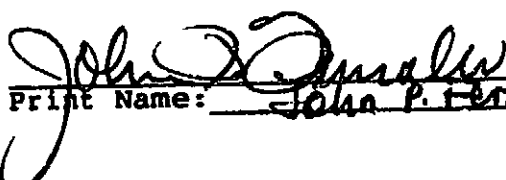
Assignor hereby covenants and warrants that it is the lawful owner of the Declarant's Rights and that it has full power and authority to assign the same and that the title hereto so assigned is clear, free and unencumbered, and that it will warrant and defend the assignment of the Declarant's Rights unto Assignee against the lawful claims and demands of all persons whomsoever.

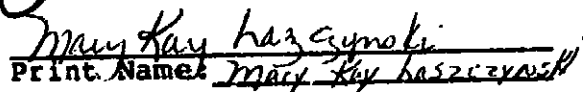
By virtue of this Assignment of all of Assignor's interests in the Stonegate and Mill Run developments, Assignor hereby designates Assignee as the successor "Declarant" pursuant to paragraph 1.8 of the Recreation Declaration and paragraph 1.12 of The Mill Run Declaration. This Assignment shall also constitute a direction to and full authority to any issuer of, or party to, any of said Declarant's Rights to act at Assignee's written direction. Assignor hereby acknowledges and agrees that all such parties are hereby irrevocably authorized and directed to rely upon and comply with (and shall be fully protected by

Assignor in so doing) any written request, notice or demand made by Assignee with respect to any Declarant's Rights, or for performance of any undertaking thereunder.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals as of the date first above written.

Signed and Acknowledged
in the presence of:


Print Name: John P. Fenner

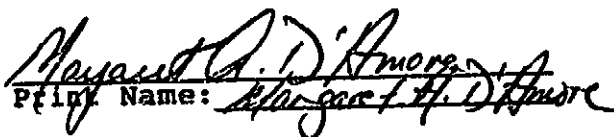

Print Name: Mary Kay Haczynski

LUCIEN LAND COMPANY, INC.,
a Florida corporation


By: 
Michael M. McArthur
Vice President

Signed and Acknowledged
in the presence of:


Print Name: STEPHEN E. Thompson


Print Name: Margaret D. D'Amore

NAPLES CAPITAL DEVELOPMENT
CORPORATION, a Delaware
corporation

By: 
Name: Jeffrey A. Piipponen
Title: Assistant Secretary

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COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY)

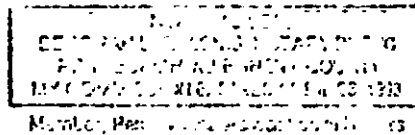
SS:

The foregoing instrument was acknowledged before me this 25th day of January, 1993, by MICHAEL M. MCARTOR, Vice President of Lucien Land Company, Inc., a Florida corporation, on behalf of said corporation. He is personally known to me or and did not take an oath.

Deborah L. Rusonis
NOTARY PUBLIC
NAME: Deborah L. Rusonis
(Type or Print)
My Commission Expires:

STATE OF FLORIDA)
COUNTY OF COLLIER)

SS:



The foregoing instrument was acknowledged before me this 26th day of January, 1993, by Jeffrey A. Piipponen, (name of officer or agent) Assistant Secretary, (title of officer or agent) of Naples Capital Development Corporation, a Delaware corporation, on behalf of said corporation. He is personally known to me or (X) has produced FLORIDA DRIVER LICENSE #135-421-67-943 (type of identification) as identification and did not take an oath.

Margaret A. D'Souza
NOTARY PUBLIC
NAME: Margaret A. D'Souza
(Type or Print)
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES 12/31/94
BETH ANN BRUCK, CLERK

Examined and Certified
by the Clerk of the
County of Collier, Florida
BETH ANN BRUCK, CLERK

9:58
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COLLIER COUNTY
AMENDMENT TO
THE DECLARATION OF STONEGATE/MILL RUN RECREATION FACILITIES

This amendment dated this 12TH day of APRIL, 1994, modifies and amends in certain respects more particularly set forth below, the Stonegate/Mill Run Recreation Facilities Declaration as recorded in Official Records Book 1391, Pages 619 to 659, inclusive, and rerecorded in Official Records Book 1396, Pages 1594 to 1634, inclusive, in the Public Records of Collier County, Florida, (the "Declaration") including the By-Laws and other exhibits contained therein, by adding Section 9.2(f) to the Declaration, which Section 9.2(f) follows:

"9.2(f) Cable Services.

The Recreation Association may provide for cable television service for dwelling units for which a certificate of occupancy has been issued. This service is deemed to be of common benefit and shall be a Recreation Association Common Operating Expense, applicable to each dwelling unit for which a certificate of occupancy has been issued. The charge for this service shall be collected by the Recreation Association as an increment of regular assessments applicable only to those dwelling units for which a certificate occupancy has been issued."

OFFICERS' CERTIFICATE OF AMENDMENT
TO STONEGATE/MILL RUN DECLARATION

We, the undersigned duly elected President and Secretary, respectively, of THE COMMUNITY ASSOCIATION FOR MILL RUN AND STONEGATE, COLLIER COUNTY, INC., a Florida nonprofit corporation (the "Association"), hereby certify that:

1. The Amendment to the Declaration to add Section 9.2(f) as set forth above, was duly adopted as an Amendment to the Declaration in full compliance with the terms of the Declaration Section 13.1(a) and pertinent provisions of the laws of the State of Florida.
2. Said Amendment was voted upon and approved in writing by more than two-thirds (2/3) of the Class A Members of the Association; that said Amendment has not been rescinded, revoked, or modified in any way and is in full force and effect on the date hereof; and that said Amendment is a true, correct and exact copy of the Amendment as approved.

SOUTHWEST PROPERTY MANAGEMENT
CORPORATION

1044 CASTELLO DRIVE, SUITE #206
NAPLES, FL 33940-2912
813/261-3440 • FAX: 813/261-2013

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IN WITNESS WHEREOF, we have executed this Amendment and Officers' Certificate of Amendment on the day and year first above written.

ASSOCIATION

THE COMMUNITY ASSOCIATION FOR MILL RUN AND STONEGATE,
COLLIER COUNTY, INC., a Florida nonprofit corporation

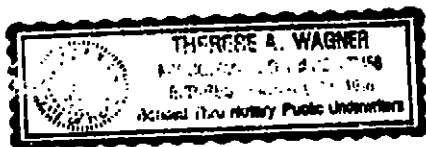
By: Terry VanderHeyden
Name: Terry VanderHeyden
Title: President

(CORPORATE SEAL)

By: Andrew Occhipinti
Name: Andrew Occhipinti
Title: Secretary

STATE OF FLORIDA)
COUNTY OF COLLIER) **:

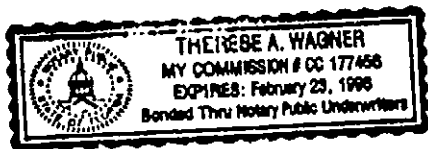
The foregoing certificate was acknowledged before me this
12TH day of APRIL, 1994, by Terry
VanderHeyden, President, of The Community Association for Mill Run
and Stonegate, Collier County, Inc., a Florida nonprofit
corporation, on behalf of the Association, and who is personally
known to me.



Therese A. Wagner
Notary Public
Name: Therese A. Wagner
Type or Print
My Commission Expires:

STATE OF FLORIDA)
COUNTY OF COLLIER) **:

The foregoing certificate was acknowledged before me this
12TH day of APRIL, 1994, by Andrew
Occhipinti, Secretary, of The Community Association for Mill Run
and Stonegate, Collier County, Inc., a Florida nonprofit
corporation, on behalf of the Association, and who is personally
known to me.



Therese A. Wagner
Notary Public
Name: Therese A. Wagner
Type or Print
My Commission Expires:

Recorded and verified
in Official Records of
COLLIER COUNTY, FLORIDA
DWIGHT E. BROCK, Clerk

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