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**HOMEOWNER DOCUMENTS**

**FOR**

**ORANGETREE DEVELOPMENT**

DECLARATION OF GENERAL PROTECTIVE COVENANTS AND RESTRICTIONS  
OF ORANGE TREE

THIS DECLARATION is made this 6 day of October, 1987, AMNON GOLAN, TRUSTEE, (hereinafter called "DECLARANT").

W I T N E S S E T H:

WHEREAS, DECLARANT is the developer of a new community development in Collier County, Florida, known as ORANGE TREE and desires to create a quality planned community; and

WHEREAS, DECLARANT is desirous of imposing certain protective covenants, conditions and restrictions on the lands in ORANGE TREE, as specifically set forth herein; and

WHEREAS, DECLARANT desires to provide for the preservation and enhancement of the property values, amenities and opportunities in the community and for the maintenance of the Properties and Improvements thereon and to this end desires to subject the Properties, together with such additions as may hereafter be made thereto, in accordance with the provisions hereof, to the protective covenants, conditions and restrictions and other provisions hereinafter set forth, each and all of which is and are for the benefit of said property and each OWNER thereof; and

WHEREAS, it is DECLARANT'S intention to develop the community known as ORANGE TREE and will be utilizing for such purpose those portions of the real property set forth in the attached legal description(s) actually developed by DECLARANT, which only said developed portions shall be governed by the terms and conditions hereof; and

WHEREAS, to provide a means for meeting certain, but not all, of the purposes and intents set forth herein, DECLARANT has incorporated under the laws of the State of Florida, a community services association, ORANGE TREE HOMEOWNER'S ASSOCIATION, INC. (hereinafter referred to as the "COMMUNITY"), a nonprofit corporation; and

WHEREAS, DECLARANT may in its sole discretion, from time to time, convey, lease or grant a license, easement or other use right to lands within or without ORANGE TREE, to the COMMUNITY, and the COMMUNITY must accept the same for the purpose of maintenance, landscaping, drainage, recreation, fire protection, mosquito control, security or other purposes that will be for the use and benefit of its Members and their families, tenants and guests, as determined by DECLARANT.

NOW, THEREFORE, DECLARANT declares that the real property described in Exhibit "A" and such additions thereto as hereafter may be made pursuant hereto, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, encroachments and liens (sometimes referred to as "covenants and restrictions") hereafter set forth, specifying that this Declaration shall constitute a covenant running with the land and this Declaration shall be binding upon the undersigned, and on all Persons gaining title through the undersigned.

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ARTICLE I  
DEFINITIONS

Section 1.01. "Assessed Value" shall mean and refer to the value of a Plot or Unit as shown on the most recent assessment rolls prepared by the Collier County Property Appraiser.

Section 1.02. "Assessment" shall mean and refer to those charges made by the COMMUNITY from time to time against each Plot within The Properties for the purpose set forth herein.

Section 1.03. "Association" shall mean and refer to ORANGE TREE HOMEOWNER'S ASSOCIATION, INC., its successors and assigns.

Section 1.04. "Commercial" shall mean and refer to all uses which are not Institutional or Residential.

Section 1.05. "Common Areas" shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties and Improvements thereto, or which are otherwise dedicated, conveyed, leased or for which a license is granted to the COMMUNITY and which are intended to be devoted to the common use and enjoyment of all of the owners of The Properties. Any lake, canal or other body of water outside the boundaries of any Plot shall be included in this definition.

Section 1.06. "Common Expenses" shall mean and refer to all expenses incurred by the COMMUNITY in connection with its ownership, maintenance and other obligations set forth herein.

Section 1.07. "COMMUNITY" shall mean and refer to ORANGE TREE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, its successors and assigns.

Section 1.08. "DECLARANT" shall mean and refer to AMNON GOLAN, TRUSTEE, his successors and assigns if such successors or assigns should acquire more than one undeveloped Plot from the Declarant for the purpose of development.

Section 1.09. "Declaration" shall mean and refer to this document entitled DECLARATION OF GENERAL PROTECTIVE COVENANTS AND RESTRICTIONS as the same may be amended from time to time.

Section 1.10. "Governing Documents" shall mean (i) in the case of the COMMUNITY, this Declaration, any Supplementary Declaration and the Articles of Incorporation of the COMMUNITY, and (ii) in the case of a Neighborhood Association, the Neighborhood Declaration, any Supplementary Declaration, and the Articles of Incorporation of the Neighborhood Association, as the same may be amended from time to time and filed of record. Should DECLARANT file any such Neighborhood declaration(s), Articles of Incorporation, etc., such documents shall be applicable only to the "Neighborhood" as defined in Section 1.14 hereinafter. In the event of conflict or inconsistency among Governing Documents applicable to the COMMUNITY or Neighborhood Association, as the case may be, to the extent permitted by law the Declaration and any Supplementary Declaration in that order shall control. In the event of conflict or inconsistency between the COMMUNITY and Neighborhood Association Governing Documents, to the extent permitted by law, the COMMUNITY Governing Documents shall control. One Governing Document's lack of a provision with respect to a matter for which provision is made in another Governing Document shall not be deemed a conflict or inconsistency between such Governing Documents.

Section 1.11. "Improvements" shall mean and refer to all structures of any kind, including, without limitation, any building, fence, wall, sign, paving, grading, parking and building addition, alteration, screen enclosure, sewer, drain, disposal system, decorative building, recreational facility, landscaping, exterior lighting, or landscape devise or object.

Section 1.12. "Institutional" shall mean and refer to nonresidential and noncommercial uses including but not limited to churches, schools, libraries, museums, governmental facilities, and nonprofit recreational facilities.

Section 1.13. "Master Development Plan" shall mean and refer to the DECLARANT'S plan of ORANGE TREE as may be amended from time to time by DECLARANT showing the land uses and residential units assigned by DECLARANT to the various portions of the properties.

Section 1.14. "Members" shall mean and refer to those Persons who are entitled to membership in the COMMUNITY as provided in its Articles of Incorporation and Bylaws. The two classes of membership are:

A. "Class A" shall mean and refer to the class of membership which includes all Members with the exception of the DECLARANT for so long as he is a Class B Member.

B. "Class B" shall mean and refer to the class of membership which includes only the DECLARANT.

Section 1.15. "Neighborhood" shall mean and refer to any single family development, condominium project, cluster development, commercial development or other sub-area development.

Section 1.16. "Neighborhood Association" shall mean and refer to any property owners association, homeowners association, condominium association or other such entity, their successor and assigns for any particular Neighborhood.

Section 1.17. "Neighborhood Common Area" shall mean and refer to all real property including any Improvements and fixtures thereon which are dedicated, owned, leased or the use of which has been granted to the Residents of a particular Neighborhood or to a Neighborhood Association for the common use and enjoyment of its Members.

Section 1.18. "Neighborhood Covenant" shall mean and refer to any and all covenants, conditions, restrictions and other provisions imposed by recorded instrument, applicable to one or more specific Neighborhoods, but not to all Neighborhoods. The term "Neighborhood Declaration" shall mean and refer to the document containing Neighborhood Covenants.

Section 1.19. "ORANGE TREE" shall mean and refer to those certain lands located in Collier County, Florida, and owned by DECLARANT, as described in Exhibit "A" attached hereto and made a part hereof.

Section 1.20. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Plot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.21. "Person" shall mean and include an individual, corporation, governmental agency, business trust, estate, trust, partnership, association, two or more persons having a joint or common interest, or any other legal entity.

Section 1.22. "Plot" shall mean and refer to a platted lot, a platted parcel, a tract of land, a condominium unit together with the undivided share of the common elements which are appurtenant to the Unit or to any quantity of land, including any Improvements thereon capable of being described with such definiteness that its location and boundaries may be established, which is designated by the DECLARANT to be used, developed and conveyed as a Unit and which is the smallest undivided Unit of ownership at any point in time, but shall not include the Common Areas.

Section 1.23. "Properties" shall mean and refer to that certain real property herein described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 1.24. "Property Unit" shall mean and refer to:

A. For Residential property, any dwelling unit intended for occupancy by one family or household.

B. For Institutional and Commercial property, a Property Unit shall be each twenty-seven hundred (2,700) square feet of Floor Area as defined in Article II.

Section 1.25. "Resident" shall mean and refer to the legal occupant of any Plot.

Section 1.26. "Residential" shall mean and refer to use of property as a dwelling unit.

Section 1.27. "Street" shall mean and refer to any street, highway or other thoroughfare constructed within ORANGE TREE that is dedicated to or owned by the COMMUNITY or a Neighborhood Association, whether same is designated as street, avenue, boulevard, drive, place, court, road, terrace, way, circle, lane, walk or other similar designation.

Section 1.28. "The Properties" shall mean and refer to all real property which has become subject to this Declaration. Any lands described in Exhibit "A" which are to be used for agricultural purposes or for a private golf course shall not be subject to the terms and conditions contained in this document.

Section 1.29. "Unimproved Lot" shall mean and refer to a Plot upon which no building has been substantially completed for use.

Section 1.30. "Unit" shall mean and refer to:

A. An improved Plot for a single family dwelling, or

B. A portion of a building designated for separate ownership having delineated boundaries and being located on an improved Plot, or

C. A portion of an Unimproved Lot in The Properties which at a given time is so delineated and designated for separate ownership, or

D. A portion of an Unimproved Plot which at a given time is feasible for future delineation and designation for separate ownership in conformity with the Master Development Plan, the Declaration and public regulations.

## ARTICLE II MEMBERSHIP AND VOTING RIGHTS

Section 2.01. Members.

A. Every OWNER and the DECLARANT, so long as they are OWNERS, shall be members of the COMMUNITY. Membership shall be appurtenant to and may not be separated from ownership of a Plot which is subject to Assessment by the COMMUNITY. Persons other than an OWNER may become Members of the COMMUNITY only if a membership right is created in such Person by the recordation of a written instrument as provided for in Section 3.01, which subjects lands within ORANGE TREE, owned by such Person, to Assessment by the COMMUNITY in the manner provided for in Article VII.

B. Members' rights, powers, duties, and privileges shall be set forth in the Articles of Incorporation, Bylaws of the COMMUNITY, and this Declaration.

C. All members are empowered to enforce the covenants contained in this Declaration.

Section 2.02. Classes of Voting Rights.

The COMMUNITY shall have two classes of voting membership:

Class A. Class A Members shall be all OWNERS, with the exception of the DECLARANT when it is a Class B Member, who shall have voting rights as provided below for each Plot owned.

Class B. The Class B Member shall be the DECLARANT who shall have voting rights as provided below for each Plot owned. Each plot owned shall include all property set forth in the attached legal description whether or not DECLARANT actually develops such property subsequent hereto.

The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on October 1, 2016, or such earlier date as DECLARANT in its sole discretion establishes by recorded instrument executed by DECLARANT.

Section 2.03. Determination of Voting Rights.

A. Residential Plots. The number of dwelling units which may be construed with ORANGE TREE is governed by local zoning. Improved Residential Plots shall be entitled to one Property Unit per dwelling unit located on each Plot. Unimproved Residential Plots not owned by DECLARANT shall be entitled to one Property Unit for each dwelling unit which has been assigned to the Plots by DECLARANT. DECLARANT shall assign the number of dwelling units which may be constructed on a Residential Plot prior to the sale of such Plot to a third party. Unimproved Residential Plots owned by DECLARANT shall be entitled to one Property Unit for each proposed dwelling unit, according to the following table:

R-1 - 1.0 Dwelling Units Per Acre

R-2 - 2.5 Dwelling Units Per Acre

R-3 - 4.0 Dwelling Units Per Acre

R-4 - 5.3 Dwelling Units Per Acre

Dwelling units for Unimproved Residential Plots owned by DECLARANT which contain fractions of an acre shall be calculated by multiplying such fraction times the number of dwelling units allowed per acre, rounded to the nearest whole dwelling unit.

B. Commercial and Institutional. The square footage of Commercial Improvements which may be constructed within ORANGE TREE is governed by local zoning. Improved Commercial and Institutional Plots shall be entitled to one Property Unit for each 2,700 square feet, or fraction thereof, of floor area, measured to the exterior face of walls, including access halls and facilities, and excluding areas for vehicular storage and major on-site services such as a mechanical service equipment. Unimproved Commercial or Institutional Plots not owned by DECLARANT shall be entitled to one Property Unit for each 2,700 square feet of floor area, or fraction thereof, which has been assigned to the Plots by DECLARANT. DECLARANT shall assign the square feet of floor area which may be constructed on a Commercial or Institutional Plot prior to the sale of such Plot to a third party. Unimproved Commercial Plots owned by DECLARANT shall be entitled to one Property Unit for each 2,700 square feet, or fraction thereof, of proposed floor area.

Section 2.04. Voting Rights.

The Class A Members shall be entitled to one vote for each Property Unit subject to assessment by the COMMUNITY, and the Class B Member(s) shall be entitled to three (3) votes for each Property Unit held by such Member.

Section 2.05. Multiple Owners of a Plot.

When more than one Person holds an interest in any Plot, all such Persons shall be Members. The vote of such Plot shall be exercised as they determine, but in no event shall the vote cast with respect to any Plot exceed the number of votes determined for the Plot in accordance with this Article of Declaration.

Section 2.06. Transfer of Control of the COMMUNITY.

A. When the total votes outstanding in the Class A membership exceeds the total votes outstanding in the Class B membership, the DECLARANT shall relinquish control of the COMMUNITY and the OWNERS of Plots other than DECLARANT shall accept control. Thereafter, the DECLARANT shall be entitled to elect a number of Directors of the COMMUNITY equal to the percentage of votes held by the DECLARANT times the total number of Directors, rounded to the nearest whole number greater than zero. When the DECLARANT no longer owns any Plot for development or for sale in the ordinary course of business, DECLARANT'S votes, if any, shall be counted the same as all other OWNER'S votes.

B. DECLARANT'S relinquishment of control shall not require DECLARANT to relinquish control or allow the COMMUNITY to assume control over any power or right which is reserved to DECLARANT hereunder for a period longer than DECLARANT'S holding of voting control.

C. So long as the DECLARANT owns any Plot for development or for sale in the ordinary course of business, the COMMUNITY may not take any action that would be detrimental to the sales of Plots by the DECLARANT. However, an increase in Assessments for Common Expenses without discrimination against the DECLARANT shall not be deemed to be detrimental to the sales of Plots.

Section 2.07. Subdivision of Plots.

An OWNER of a Plot with more than one dwelling unit or more than 2,700 square feet of Commercial or Institutional floor area assigned to it shall, in the event that a portion of the Plot is conveyed to another OWNER, reassign a portion of the number of dwelling units or floor area originally assigned to the Plot. In no event shall such conveyance increase the total dwelling units, floor area, or Property Units assigned to the Plots after conveyance over that originally assigned to the Plot before the conveyance, nor shall such conveyance result in the casting of any fractional votes. At the time of such conveyance, the OWNER (Seller) shall notify the COMMUNITY of the number of Property Units assigned to each Plot. In the event that an OWNER fails or refuses to make any necessary reassignment, then the COMMUNITY may make such reassignment and notify the OWNERS of each Plot involved in the conveyance.

Section 2.08. Voting Through Neighborhood Association.

If required by the COMMUNITY in its Bylaws, all OWNERS of Plots for which there is a Neighborhood Association shall cast their votes on COMMUNITY matters directly with the Neighborhood Association. Each Neighborhood Association shall, in its Bylaws, establish a procedure by which such OWNERS shall cast their votes on COMMUNITY matters. Each Neighborhood Association shall have the duty to collect and tabulate its Members' votes. Each Neighborhood Association shall have the privilege of casting with the COMMUNITY all of the votes to which its Members would be entitled to cast as Members of the COMMUNITY. Such procedure, subject to any restrictions, limitations or conditions which may be imposed by the Neighborhood Covenants or by other recorded instrument, shall provide for votes to be cast in a block, or in the same manner as originally cast by its Members, or in any other manner provided that it is fair, equitable, uniformly applied within the Neighborhood Association, and that does not result in the casting of fractional votes.

Section 2.09 Amendment.

This Article may be amended from time to time through the Bylaws of the Community.

ARTICLE III  
DECLARANT'S RIGHTS AND POWERS

Section 3.01. Common Areas.

A. So long as there is a Class B Member, DECLARANT shall have the right and the power, but neither the duty nor the obligation in its sole discretion, to set aside, grant a license, or other use right to real property within or without ORANGE TREE for such purposes as may be expressed in the instrument of conveyance, lease or grant of license or use. No such real property shall be considered to be the COMMUNITY

Common Area until actually so conveyed, dedicated by platting, leased or a grant of license or other use right is created by a written instrument.

1. Any such conveyances, dedication, lease or grant of license or use right to the COMMUNITY may be exclusive or nonexclusive so that Persons or entities other than the COMMUNITY may or may not have a right, power, duty or privilege with respect to all or any part of any real property so conveyed, leased, or licensed for the use to which it has been granted. The COMMUNITY must accept from DECLARANT any such conveyance, dedication, lease, grant of license, or grant of use right. So long as there is a Class B Member, the COMMUNITY shall not accept from any Person other than DECLARANT a conveyance, dedication, lease, grant of license, or grant of use right except upon the prior written approval and consent of the DECLARANT.

2. Prior to any conveyance, dedication, lease or grant of license or other use right by DECLARANT to the COMMUNITY of any property, DECLARANT shall have the right to charge reasonable fees for the use of such property; thereafter, the right to use such property may be subject to reasonable rents, fees and other charges in favor of the COMMUNITY; in any event, rents, fees and other charges required to be paid to DECLARANT under the leases, grants, license or contracts creating the use right shall continue to be paid.

B. So long as there is a Class B Member, DECLARANT shall have the right, and the power, to regulate and control the external design and appearance of Common Areas in such a manner as to promote a quality environment which will preserve the value of the Member's Plots and to foster the attractiveness and functional utility of ORANGE TREE as a place to live, work and play, including a harmonious relationship among structures, vegetation and topography.

C. The Common Areas shall be subject to the provisions of Article VIII. The uses of Common Areas shall be in conformity with the uses permitted in Article VIII. The provisions of Article VIII shall not be applicable to any property owned by DECLARANT prior to its conveyance to the COMMUNITY or a Neighborhood Association.

D. No nuisance or obnoxious or offensive activity shall be conducted or permitted on any Common Area. So long as there is a Class B Member, the DECLARANT shall have the right and the power in the exercise of its reasonable discretion to determine what activities or uses constitute nuisances or obnoxious or offensive activity. Nothing shall be done within the Common Areas which may be or become a nuisance to Residents or Members.

E. So long as there is a Class B Member, any type use of Common Areas shall be subject to the prior written approval of DECLARANT.

F. Neither the execution and recordation of this Declaration, nor the creation of the COMMUNITY or other entity, nor the recordation of any other instrument subjecting any land in ORANGE TREE to protective covenants, and restrictions shall obligate or require DECLARANT or any other Person to grant any right, power, duty or privilege of any nature or kind to the COMMUNITY or other entity; or obligate or require DECLARANT to perform any act permitted under this Declaration or to enforce any covenants, condition, restriction or other provision thereof.

G. Except as otherwise specifically provided herein, so long as there is a Class B Member, DECLARANT reserves the right and the power to delegate or assign, either exclusively or nonexclusively, to any Person or entity, any or all of its rights, powers, duties or privileges created or provided for by this Declaration or by any other recorded instrument. DECLARANT shall be under no obligation to delegate or assign any of its rights, powers, duties and/or privileges to any Person or entity.

#### Section 3.02 Neighborhood Associations.

So long as DECLARANT owns land in ORANGE TREE for development, DECLARANT shall have the right and the power, but neither the duty nor the obligation, to amend the specific provisions of this Declaration insofar as they apply to one or more Neighborhoods without amending those provisions with respect to all Neighborhoods and to supplement this Declaration by recording separate covenants, conditions, restrictions, and other provisions applying to any specific Neighborhood. Such amendments or separate instruments may or may not create property owners associations, homeowners associations, condominium associations or entities other than the COMMUNITY or NEIGHBORHOOD associations. DECLARANT'S right to make such amendments shall be conditioned upon consent to same by two-thirds (2/3rds) of the membership.

#### Section 3.03 Enforcement and Inaction.

A. So long as DECLARANT owns land in ORANGE TREE for development, DECLARANT reserves unto itself the right and the power to enforce the covenants, conditions, restrictions and other provisions of this Declaration and to delegate or assign either exclusively or nonexclusively any or all of its rights, powers, duties or privileges hereunder to the COMMUNITY, or to any Neighborhood Association, or to an OWNER, or to any other Person.

B. So long as DECLARANT owns land in ORANGE TREE for development, DECLARANT shall have the right and power to enforce the covenants, conditions, restrictions and other provisions imposed by this Declaration by any proceeding at law or in equity against any Person violating or attempting to violate such provision, to restrain any violation or attempted violation of such provisions, to require performance of such provisions, to recover damages for violations of such provisions and to levy against the land to enforce any lien created by this Declaration. Failure by DECLARANT or by the COMMUNITY, or by a Neighborhood Association or any other OWNER or any other Person to enforce any of such provisions shall in no event be deemed a waiver of their right to do so thereafter.

C. The costs and reasonable attorneys' fees, including those resulting from any appellate proceedings, incurred by DECLARANT or the COMMUNITY in any action against an OWNER to enforce any provisions of this Declaration shall be a personal obligation of such OWNER which shall be paid by such OWNER and any amount which remains due and unpaid shall be a continuing lien upon OWNER'S Plot collectible in the manner provided in Article VII.

#### Section 3.04 Transfer of DECLARANT'S Rights.

The COMMUNITY shall assume DECLARANT'S rights and obligations under this Declaration:

- A. After DECLARANT no longer owns land in ORANGE TREE for development if the right or obligation extends to DECLARANT so long as it owns land for development;
- B. After DECLARANT becomes a Class A Member if the right or obligation extends to DECLARANT so long as it is a Class B Member; or
- C. At such earlier time as DECLARANT may elect by written assignment of a right or obligation to the COMMUNITY. Any such assignment may be revoked in writing by DECLARANT, thereby allowing DECLARANT to reacquire the right or obligation previously assigned.

ARTICLE IV  
COMMUNITY'S RIGHTS AND POWERS

Section 4.01 Maintenance of the COMMUNITY Property and Common Areas.

The COMMUNITY shall be responsible for maintenance and repair of the following:

- A. Such security systems, guardhouses and other security facilities which shall be operated and maintained for the benefit of the Plots within The Properties, except any security system, guardhouse or security facility established primarily for the benefit of a Neighborhood within The Properties.
- B. All streets, bikepaths and crossovers within any portion of ORANGE TREE which are dedicated to the COMMUNITY and any streetlights, traffic signs and signals and informational signs on or over such streets, bikepaths and crossovers.
- C. The surface water and stormwater management systems.
- D. Any common or other areas conveyed, dedicated, or leased to or used by the COMMUNITY, including Improvements on such Common Areas.

Section 4.02 Management of the COMMUNITY Property and Common Areas.

The COMMUNITY'S authority to manage the COMMUNITY'S property and Common Areas shall include:

- A. The right to establish rules and regulations governing the use of the COMMUNITY'S property and Common Areas;
- B. The right to charge reasonable admission and other fees or Assessments for the use of COMMUNITY property and Common Areas;
- C. The right to suspend a Member's right to vote, and a Member's right to use COMMUNITY Common Areas, for any period during which any Assessments against the Member's Plot or any obligation of the Member to the COMMUNITY remains unpaid, and for a reasonable period during or after any infraction of the COMMUNITY'S rules and regulations.
- D. The right to dedicate or transfer all or any part of COMMUNITY property and Common Areas to any governmental agency, public authority, or utility;
- E. The right to borrow money for the purpose of improving COMMUNITY property and Common Areas and in aid thereof to mortgage the same upon affirmative vote of at least 2/3 of the lot owners (excluding Declarant).
- F. The right to take such steps as are reasonably necessary to protect COMMUNITY property and Common Areas against foreclosure;
- G. The right to enforce the provision of this Declaration, or any other applicable recorded instrument adopted by the COMMUNITY, including the Articles of Incorporation and Bylaws of the COMMUNITY; and any rules and regulations governing use and enjoyment of the COMMUNITY property and Common Areas adopted by the COMMUNITY.
- H. Except as provided in Article IX regarding optimal maintenance of individual property, corrective maintenance of Plots, and corrective maintenance of Neighborhood Common Areas, and Article X regarding management services to Neighborhood Associations, this Article shall not be construed to allow or require the COMMUNITY to manage or maintain Neighborhood property or Common Areas dedicated to, owned, leased or otherwise under the control of a Neighborhood Association solely for the use and benefit of Residents of such Neighborhood.

Section 4.03 Traffic Regulation.

- A. The COMMUNITY shall have the right to post speed limits on Streets dedicated to the COMMUNITY and promulgate traffic regulations for use of its Streets and Common Areas. The COMMUNITY shall also have the power to restrict the type of vehicles which may travel on or prevent vehicles from traveling on its Common Areas. (The speed limits and traffic regulations are collectively referred to as "Traffic Regulations".)
- B. The COMMUNITY shall have the right to establish enforcement mechanisms for violation of the Traffic Regulations, including without limitation, the assessment of fines which shall be collected as an individual Assessment from Members, the removal of vehicles from The Properties, and the suspension of a Member's rights and easements of enjoyment to the Common Areas.

Section 4.04 Insurance.

The COMMUNITY shall maintain insurance on the COMMUNITY Property and Common Areas of such types, in such amounts and with such companies as the COMMUNITY Board of Directors deems appropriate. So long as there is a Class B Member, all liability and hazard insurance policies shall name the DECLARANT as an additional insured.

ARTICLE V  
MEMBERS' RIGHTS AND EASEMENTS

Section 5.01 Members' Rights and Easements.

Every Member shall have a right of enjoyment and use in and an easement to COMMUNITY Common Areas, which right and easement shall be appurtenant to and shall pass with the title to every Plot, subject to the rights of DECLARANT under Article III and the rights of the COMMUNITY under Article IV.

Section 5.02 Delegation of Right.

A. A Member may delegate his right of use and easement to Common Areas to the members of his family, to business and residential tenants who reside or work in or on the Member's Plot and to the Member's guests, but only to the extent and subject to the conditions, limitations and restrictions as may be provided for in the Bylaws and in accordance with the COMMUNITY'S rules and regulations.

B. Each Member shall be responsible for the actions of any Person to whom the Member has delegated his right of use to the Common Areas. Any unpaid charge against such Person shall be charged against such Member personally and be assessed against such Member's Plot. Any infraction of the COMMUNITY'S rules and regulations by such Person shall be deemed to be an infraction by such Member.

Section 5.03 Surface Water Management.

All owners are responsible for their portion of the surface water management system, including operations and maintenance, and shall not adversely impact on any other land within said surface water management system. All owners shall grant, when needed, water flowage easements to and from land areas that share drainage facilities with any other lands within the surface water management system. Any change in use in any land pursuant to this document which would affect the surface water management system shall require the express written permission of South Florida Water Management.

ARTICLE VI  
PROPERTY RIGHTS

Section 6.01 Dedication of Common Areas.

Subject to the easements established in this Article and the provision of Section 3.01, the COMMUNITY'S Common Areas designated in this Declaration, dedicated to the COMMUNITY in any recorded subdivision plat or conveyed to the COMMUNITY by DECLARANT for use as Common Areas, are not dedicated for use by the general public but are reserved for the common use and enjoyment of the OWNERS and tenants of The Properties or such portions thereof as may be designated in this Declaration, a subdivision plat, or instrument of conveyance.

Section 6.02 Easements.

The following easements are hereby granted and/or reserved over, across and through The Properties:

A. Easements for installation and maintenance of utilities and cable television cables and equipment are granted as indicated on the recorded subdivision plats of The Properties.

B. An easement is hereby granted to each institutional Mortgagee for the purpose of access to the Plot subject to its mortgage.

C. Easements are hereby reserved throughout the Common Areas, including, without limitation, the Streets, by DECLARANT for its use and the use of its agents, employees, licensees and invitees.

D. If ingress or egress to any residence is through the Common Area, any conveyance or encumbrance of such area is subject to the lot owner's easement.

Section 6.03 Restriction on Owner Easements.

No OWNER shall grant any easement upon any portion of The Properties to any Person or entity, without the prior written consent of the DECLARANT.

ARTICLE VII  
ASSESSMENTS

Section 7.01 Creation of the Lien and Personal Obligation.

A. The DECLARANT, for each Plot owned within The Properties, hereby covenants and each OWNER of any Plot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the COMMUNITY:

1. Initial Reserve Assessment;
2. Annual Assessments;
3. Special Assessments for capital improvements; and
4. User fees for any optional facilities or services used by the OWNER, any occupant of the Plot or any guests of the OWNER or occupant.

B. The Initial, Annual and Special Assessments, together with interest and costs of collection, including reasonable attorneys' fees, which includes those resulting from any appellate proceedings, shall be a continuing lien upon the Plot against which such Assessment is made.

C. Each such Assessment, together with interest and costs of collection, including reasonable attorneys' fees, which includes those resulting from appellate proceedings, shall also be the personal obligation of the Person who was the OWNER of the Plot at the time such Assessment fell due, and any due and unpaid Assessments shall also be the personal obligation of each Person who becomes the OWNER of the Plot. Each OWNER, by acceptance of a deed for a Plot, is personally covenanting and agreeing to pay any such obligation falling due prior to or during the time of his ownership and such personal obligation shall survive any conveyance.

D. Delinquent Assessments shall bear interest at the maximum rate allowed by law from the date when due until paid.

E. The lien of Assessments shall be considered a restriction and servitude running with the land.

Section 7.02 Initial Reserve Assessment.

A. The Initial Reserve Assessment for single family Residential and Commercial or Institutional Plots shall be paid at the time a Plot is sold from the DECLARANT to an OWNER.

B. The Initial Reserve Assessment for multifamily Residential Plots shall be paid at the time the Plot is sold by the Person who constructed the multifamily Improvement on the Plot or when the Plot is actually used for Residential purposes, whichever occurs first. The COMMUNITY shall have a lien on multifamily Residential Plots from the time the Plot is sold by DECLARANT in an amount equal to the total Initial



Reserve Assessments which will be payable for such Plot. The COMMUNITY may record a Claim of Lien against such Plot as described in Section 7.08, but shall not be entitled to bring an action to foreclose the lien until thirty (30) days after the Assessment is due in accordance with this Section 7.02(B). The COMMUNITY shall issue partial releases of liens if the Plot is subdivided and sold as multifamily Plots or when multifamily Plots are used for Residential purposes provided that the Assessment is paid in accordance with this Section 7.02(B).

C. In the event DECLARANT retains ownership of Commercial or Institutional Plots for its own use, it shall pay the Initial Reserve Assessment at the time the Plot is used for Commercial or Institutional purposes.

D. The amount of such Assessment shall be established in accordance with the COMMUNITY By-Laws.  
Section 7.03 Annual Assessment.

A. An Annual Assessment may be levied against all nonexempt Plots. The method of levying an amount of such Assessment shall be determined in accordance with the Bylaws of the COMMUNITY. If Assessed Value is used in computing the Annual Assessments, it shall be the tax assessed valuation (total assessment for land and Improvements exclusive of homestead exemption, if any) of each Plot for ad valorem tax purposes on the most recent Collier County tax roll.

B. The COMMUNITY may collect a partial Annual Assessment in an amount lower than that approved and thereafter collect supplemental Annual Assessments in an assessment year, provided that the sum of all partial Annual Assessments collected in the assessment year does not exceed the amount approved in accordance with the Bylaws.

Section 7.04 Commencement of Annual Assessments and Due Dates.

A. Except as provided in Section 7.06 below, Annual Assessments levied under Section 7.03 shall commence on the first day of the month following:

1. As to single family Residential Plots, twelve months after the Plot is sold by DECLARANT or upon the issuance of a certificate of occupancy for such Plot, whichever occurs first;

2. As to multifamily Residential Plots, after the Plot is sold by the Person who constructed the multifamily Improvement on the Plot, when the Plot is actually used for Residential purposes, or one (1) year after the issuance of a certificate of occupancy for such Plot, whichever occurs first; and

3. As to Commercial Plots and Institutional Plots, the occupancy of the Plot for Commercial or Institutional purposes, as the case may be, or the expiration of one year after the issuance of a certificate of occupancy, whichever occurs first.

B. The first Assessment shall be adjusted according to the number of months remaining in the assessment period.

C. The COMMUNITY shall determine the amount of the Assessments against each Plot (which shall take into consideration the provisions contained in Section 7.16 herein), provide notice of the Assessments and establish an annual due date in accordance with the Bylaws.

Section 7.05 Special Assessments.

In addition to the Initial Reserve Assessment and the Annual Assessments authorized above, the COMMUNITY may levy, in any assessment year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital Improvement on the COMMUNITY'S property or Common Areas, including fixtures and personal property related thereto, any other major unanticipated cost incurred by the COMMUNITY, or charges arising pursuant to Sections 9.04, 9.05 or 9.06 herein. Such special assessment must have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 7.06 Declarant Assessment.

A. Until such time as the Class B membership shall expire, the DECLARANT shall be exempt from the payment of any Assessments levied under Sections 7.03 and 7.05. In lieu of such Assessments, the DECLARANT shall pay an Assessment for all Plots it owns in an amount equal to the budget deficit, if any, of the COMMUNITY. Such deficit shall be the difference between the amount collectible from other assessable Plots and the budgeted operating expenses, with the exception of the reserves, of the COMMUNITY.

B. Upon and after the expiration of the Class B membership, the DECLARANT shall pay, as determined by the DECLARANT, either the budget deficit, if any, or 25% of the Assessments levied under Sections 7.03 and 7.05, on any Unimproved Plot it owns and on any Improved Plot it owns that has not been occupied. The DECLARANT shall pay 100% of Assessments for any Plot it owns that is or has been occupied.

Section 7.07 Exempt and Partially Exempt Property.

The following property is exempt from the payment of any Assessments:

1. Any property owned by or leased to the COMMUNITY.
2. The COMMUNITY'S Common Areas.
3. Neighborhood Common Areas.
4. Property owned by a governmental agency and used solely for a public purpose.

Section 7.08 Lien.

A. If any Assessment, or any installment thereof, is not paid within thirty (30) days following the due date, the COMMUNITY may declare the entire assessment immediately due and payable. The COMMUNITY may at any time thereafter record in the Public Records a Claim of Lien against the Plot for which the Assessment was due and bring an action to foreclose the lien in the manner in which mortgages on real property are foreclosed. The COMMUNITY may also bring an action at law against an OWNER to pay his personal obligations to the COMMUNITY. Failure to pay assessments does not constitute a default under a mortgage insured by FHA/VA.

B. The Claim of Lien shall include a description of the property encumbered, the OWNER'S name, the amount then due and the date when due.

C. No OWNER shall be relieved of the liability for payment of Assessments because of nonuse or

abandonment of a Plot.

D. No OWNER may waive or otherwise escape liability for the payments provided for herein by nonuse or abandonment of his Plot.

Section 7.09 Priority and Extinguishment of the Lien.

A. The lien herein created is specifically declared to be subordinate and inferior to the lien and operation of any first mortgage encumbering the Plot in question given by the OWNER to an institutional mortgagee. For the purpose of this section, an institutional mortgagee shall be a bank, savings and loan association, insurance company, union pension fund or any agency of the United States government, or any Person given a mortgage insured by the Federal Housing Administration, the Veterans Administration, Federal National Mortgage Association, or any branch or agency of the United States government or the government of the State of Florida. Furthermore, the term "institutional mortgagee" shall be deemed to include any mortgagee that DECLARANT shall declare by instrument in writing and place of record among the public records of Collier County, Florida, to be an institutional mortgagee.

B. In the event the lien herein created is extinguished by the sale or transfer of a Plot pursuant to a foreclosure of a first mortgage, such delinquent Assessments which were extinguished may be reallocated and assessed to all of the Plots in ORANGE TREE. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Plot from liability for, nor the Plot from the lien of, any Assessments arising thereafter.

C. The lien herein created is specifically declared to be superior to any lien created by any Neighborhood Declaration or imposed by any Neighborhood Association.

Section 7.10 Collection by Neighborhood Associations.

If required by the COMMUNITY in its Bylaws, all OWNERS of Plots for which there is a Neighborhood Association shall pay any Assessments levied by the COMMUNITY to the Neighborhood Association. Each Neighborhood Association shall have the duty to collect COMMUNITY Assessments on Plots within the Neighborhood, timely remit the same to the COMMUNITY, and notify the COMMUNITY of Plots for which Assessments are delinquent and the name and address of the OWNERS thereof. The COMMUNITY shall be entitled to rely upon the information given by a Neighborhood Association regarding delinquencies, and impose a lien upon such delinquent OWNER'S Plot in accordance with this Declaration. Provided, however, the COMMUNITY may, in its sole discretion, elect to collect COMMUNITY Assessments and other charges directly from any OWNER personally. Should a NEIGHBORHOOD association fail to collect assessments from OWNERS due to the particular NEIGHBORHOOD association, the COMMUNITY or DECLARANT may, in the name of the NEIGHBORHOOD association, and at its election without an obligation to do so, collect such assessments and pay same to the NEIGHBORHOOD association due the assessments such monies due less costs and expenses, including legal fees, incurred by the COMMUNITY or DECLARANT in collecting such amounts due.

Section 7.11 Purpose of Assessments.

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Areas.

Section 7.12 Maximum Annual Assessment.

Until January 1 of the year immediately following the conveyance of the first Plot to an Owner, the maximum annual assessment shall be \_\_\_\_\_ dollars (\$ \_\_\_\_\_) per Plot.

(a) From and after January 1 of the year immediately following the conveyance of the first Plot to an Owner, the maximum annual assessment may be increased each year by not more than a percentage reflecting any increase in the Consumer Price Index—All Categories above the maximum assessment for the previous year without a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(b) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 7.13 Notice and Quorum for Any Action Authorized Under Article VII.

Written notice of any meeting called for the purpose of taking any action authorized under this Article VII shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7.14 Uniform Rate of Assessment.

Both annual and special assessments must be fixed at a uniform rate for all Plots and may be collected on a monthly basis.

Section 7.15 Effect of Nonpayment of Assessments: Remedies of the Association.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate not to exceed the maximum rate allowable by law. Said rate shall be determined by the Association from time to time but not less frequently than on an annual basis. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Plot.

Section 7.16 Cable Television Services.

The Association has entered into an Agreement to supply the residential dwelling owners with cable television services, a copy of which shall be kept on file at the offices of the Association. Each residential dwelling owner shall be responsible to pay any assessments for cable television service pursuant to that Agreement regardless of whether said residential dwelling owner is an actual user of the cable television services. The Agreement requires the following fees from each residential dwelling unit: Basic cable service programming to each residential unit shall be \$10 per month for the first three years (from the date of that Agreement) and \$10.50 per month for the following three years. Thereafter, the monthly rate for basic cable service will be adjusted from its prior amount on the basis of any increase in the percentage of the Consumer Price Index for the same period measured from the beginning of the therein three year period. A like percentage increase shall be added to the preceding bulk subscriber rates. Such increase shall be limited to

twelve percent for each three year period. In addition to increases in the monthly rate for bulk basic cable service, the cable television service provider shall be allowed to pass on to the Association its required payments to programmers of satellite television channels provided to the property under bulk basic cable service. At such times as programmers such as CNN, ESPN or other basic service satellite channels increase their per-subscriber charges to the cable television service provider, said cable television service provider shall bill the Association accordingly.

The Association shall be responsible to collect all assessments pursuant to this Section from the residential dwelling owner. Unpaid assessments pursuant to this Section 7.16 shall be governed by Section 7.08 herein. Pursuant to the Agreement entered into by the Association, the cable television company shall have the right to enter into separate subscription agreements for premium service with any residential dwelling unit occupant. All premium service or any additional direct service will be billed directly to the residential dwelling unit occupant.

Section 7.17 Amendment.

This Article may be amended from time to time through the By-Laws of the Association.

ARTICLE VIII  
RESTRICTIONS

Section 8.01 Use Restrictions.

The Properties may be used for those purposes as provided in the DECLARANT'S Master Development Plan. DECLARANT reserves solely unto itself the right and the power to assign and reassign various land uses to real property within ORANGE TREE.

Section 8.02 Approval of Plans and Specifications.

A. DECLARANT shall have the authority to enforce the provisions of this Article so long as DECLARANT owns property in ORANGE TREE for development.

B. No Improvement shall be constructed, altered, planted, removed or maintained, including Improvements undertaken by the COMMUNITY or a Neighborhood Association, without the prior written approval of the DECLARANT regarding (1) the harmony of its exterior design and location in relation to; and its effect upon surrounding structures and the overall community design; (2) the character of the exterior materials; and (3) the quality of the exterior workmanship. The DECLARANT may, but is not required to, promulgate Design Review Guidelines from time to time and require that the construction of the Improvements be done in accordance therewith.

C. Each OWNER shall, prior to the commencement of any Improvement, submit such documents and materials as may be required by DECLARANT, including, but not limited to:

1. Initial plans to include a site analysis, schematic landscape plan, floor plans and exterior elevations;

2. Final plans to include color and material selections, landscape plan, final site plan and a complete set of construction plans and specifications.

D. After receipt of each required submittal, the DECLARANT shall in writing approve, reject or approve subject to change, such required plans, proposals and specifications as are submitted to it.

E. If any Improvement is constructed or altered without the prior written approval of the DECLARANT, the OWNER shall, upon demand of the DECLARANT, cause such Improvement to be removed, remodeled or restored in order to comply with the requirements of this Section. The OWNER shall be liable for the payment of all costs of such removal or restoration, including all costs and attorneys' fees incurred by the DECLARANT. Such costs may also be the basis for an individual Assessment. The DECLARANT is specifically empowered to enforce the architectural and landscaping provisions of this Declaration and of the Declarations of covenants and restrictions for the Neighborhoods by any legal or equitable remedy. In the event that it becomes necessary to resort to litigation to determine the propriety of any constructed Improvement or to remove any unapproved Improvement, the DECLARANT shall be entitled to recovery of court costs, expenses and attorneys' fees in connection therewith. In the event that any OWNER fails to comply with the architectural and landscape provisions contained herein or in the Declarations of covenants and restrictions for a Neighborhood, the DECLARANT may, in addition to all other remedies contained herein, record against the OWNER'S plot a notice stating that the Improvements on the parcel fail to meet the requirements of this Section or the Neighborhood restrictions.

F. The DECLARANT may impose standards for construction and alteration of Improvements which may be greater or more stringent than standards prescribed in applicable building, zoning or other local development codes. However, the approval, rejection or withholding of any approval by the DECLARANT of the plans, proposals specifications and the location of all structures, and every alteration of any structure shall not be construed or interpreted as a representation or determination by the DECLARANT or the COMMUNITY that any building, plumbing, electrical code or other applicable governmental regulation or requirement has or has not been properly met by the OWNER. Each OWNER shall be responsible for obtaining all necessary technical data and for making application to and obtaining the approval of Collier County and any other appropriate governmental agencies prior to commencement of any work or construction. The DECLARANT shall be entitled to enter upon any Plot during construction of an Improvement to ensure compliance with approved plans and specification. Neither the DECLARANT, the Directors or Officers of the COMMUNITY, nor any Person acting on behalf of any of them shall be responsible for any defects in plans or specifications, nor for defects in any Improvements constructed pursuant thereto.

G. The DECLARANT may adopt a schedule of reasonable fees for processing requests for approval. Such fees, if any, shall be payable to the DECLARANT at the time that the plans and specifications and other documents are submitted to the DECLARANT. The payment of such fees, as well as other expenses of the DECLARANT required to be paid by a Plot OWNER shall be deemed to be an individual Assessment, enforceable against the OWNER and the Plot as provided hereinabove. Neither the DECLARANT, the Directors or Officers of the COMMUNITY, nor any Person acting on behalf of any of them, shall be liable for any costs or damages incurred by any OWNER within ORANGE TREE or any other party whatsoever, due to any mistakes in judgment,

negligence or any action of the DECLARANT in connection with the approval or disapproval of plans and specifications. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

Section 8.03 Colors.

No exterior colors on any structure shall be permitted that, in the sole judgment of the DECLARANT, would be inharmonious or incongruous with ORANGE TREE, The Properties or the particular Neighborhood. Any future exterior color changes desired by OWNER must be first approved in writing by the DECLARANT in accordance with Section 8.02.

Section 8.04 Factory-Built Structures.

No structure of any kind that is commonly known as "factory-built", "modular", or "mobile home" type of construction shall be erected without the prior written permission of the DECLARANT.

Section 8.05 Landscaping.

All areas not covered by structures, walkways, paved parking facilities or areas approved by DECLARANT to be left in their natural state shall be maintained by the owner, including the watering thereof as needed, as lawn or landscape areas, to the pavement edge of any abutting streets and to the waterline of any abutting lakes, canals or water management areas. No stone, gravel, or paving of any type shall be used as a lawn unless approved as part of the final landscape plan. All landscaping shall be accomplished in accordance with a plan approved by the DECLARANT which shall be submitted prior to clearing of any Plot for construction. All required lawns and landscaping shall be completed at the time of completion of the structure, as evidenced by the issuance of a Certificate of Occupancy by the appropriate governmental agency, and shall be kept in good and living condition by OWNER.

Section 8.06. Driveways and Parking Areas.

No gravel, blacktop or other paved residential parking strips will be allowed unless first approved in writing by the DECLARANT. Driveways and parking areas must be constructed with materials as first approved in writing by the DECLARANT.

Section 8.07. Underground Utility Lines.

All electric, telephone, gas and other utility lines must be installed underground.

Section 8.08. Antennas and Flagpoles.

No outside antennas, antenna poles, antenna masts, satellite television reception devices, electronic devices, antenna towers or citizen band (CB) or amateur band (ham) antennas shall be permitted except as approved in writing by the DECLARANT. A flagpole for display of the American flag or any other flag shall be permitted if first approved in writing by the DECLARANT. Both its design and location must be first approved in writing by the DECLARANT. An approved flagpole shall not be used as an antenna.

Section 8.09. Temporary and Accessory Structures.

No tents or temporary structures shall be permitted unless their size, appearance and temporary location on the Plot have first been approved in writing by the DECLARANT. Any signs to be used in conjunction with any tent or temporary structure must also be approved in writing by the DECLARANT. Adequate landscaping shall be installed and maintained by the OWNER around any temporary structure in sufficient density so that it shall not be readily visible from any adjacent Street or properties. No accessory structure shall be permitted except with the prior written approval of the DECLARANT.

Section 8.10. Outdoor Equipment.

All garbage and trash containers, oil tanks, bottled gas tanks, swimming pool equipment, housing and sprinkler pumps and other such outdoor equipment must be placed underground, walled-in or placed in sight-screened or fenced-in areas so that they shall not be readily visible from any adjacent streets or properties. Otherwise, adequate landscaping shall be installed around these facilities and maintained by the OWNER. All mailboxes shall be either purchased from the COMMUNITY by the OWNER or be approved by the DECLARANT prior to installation. No newspaper tubes or driveway reflectors shall be installed on any Plot. All outside spigots shall be connected to potable water only.

Section 8.11 Air Conditioning and Heating Equipment.

All air conditioning and heating units shall be shielded and hidden so that they shall not be readily visible from any adjacent Streets or properties. Wall air conditioning units may be permitted only upon the prior written approval of the DECLARANT. Window air conditioning units shall not be permitted.

Section 8.12. Solar Collectors.

Construction of any Solar collector shall not begin until DECLARANT has given approval of the location of and materials used in the construction of such solar collector.

Section 8.13. Signs.

No signs, freestanding or otherwise installed, shall be erected or displayed on any Plot or structure, unless the placement, character, form, size, lighting and time of placement of such sign is first approved in writing by the DECLARANT. All signs must also conform with governmental codes and regulations and with any master design plans for signs established by DECLARANT.

Section 8.14. Walls, Fences and Shutters.

No wall or fence shall be constructed on any Plot until its height and location shall have first been approved in writing by the DECLARANT. The height of any wall or fence shall be measured from the existing property elevations. Any dispute as to height, length, type, design, composition or material shall be resolved by the DECLARANT, whose decision shall be final. Hurricane or storm shutters may be used on a temporary basis, but shall not be stored on the exterior of any structure unless approved by DECLARANT.

Section 8.15. Lighting.

All exterior lighting of a Plot shall be accomplished in accordance with a lighting plan approved in writing by the DECLARANT.

Section 8.16. Clothes Drying Area.

No outdoor clothes drying area shall be allowed unless approved in writing by the DECLARANT.

Section 8.17. Trucks, Commercial Vehicles, Recreation Vehicles, Mobile Homes, Boats, Campers and Trailers.

A. No Commercial vehicle of any kind shall be permitted to be parked on a Plot for a period of more than four (4) hours unless such vehicle is necessary in the actual construction or repair of a structure or for ground maintenance, or unless otherwise approved by the Association either in its By-Laws or on a case by case basis.

B. No truck, commercial vehicle, and no recreation vehicle shall be permitted to be parked overnight unless kept fully enclosed inside a structure.

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

D. A truck or commercial vehicle may be parked on a Commercial Plot for periods of more than four (4) hours, provided that such a vehicle is necessary and incident to the activities permitted on the Plot. Overnight parking of such a vehicle is permitted only to the rear of a principal structure on a Commercial Plot.

E. None of the aforementioned vehicles shall be used as a domicile or residence, either permanently or temporarily.

F. Paragraphs A through E shall not be deemed to prohibit any temporary facility permitted pursuant to Section 8.09.

Section 8.18. Pets and Animals.

A. Commonly accepted household pets such as dogs, cats and birds may be kept in reasonable numbers. All animals shall be contained on the OWNER'S Plot and shall not be permitted to roam freely. All animals shall be on a leash when outside the OWNER'S lot.

B. Commercial activities involving pets shall not be allowed except that reasonable commercial activities may be permitted on a Commercial Plot upon the written approval of the COMMUNITY. The COMMUNITY, with regard to Commercial Plots, and the DECLARANT, with regard to noncommercial Plots, may establish limits on the number and kind of pets that may be kept or permitted to be kept on any Plot.

C. No horses, cows, hogs, pigs, swine, goats, chickens, pigeons or any other such animals, fowl or reptiles shall be kept on any of The Properties.

Section 8.19. Maintenance of Premises.

No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any Plot and no refuse or unsightly objects shall be placed or allowed to remain upon any Plot. All lawns, landscaping and sprinkler systems and any property, structure, improvements and appurtenances shall be kept in a safe, clean, orderly and attractive condition, and all structures shall be maintained in a finished, painted and attractive condition.

Section 8.20. Water Management and Drainage Areas.

A. No structure of any kind shall be constructed or erected, nor shall an OWNER in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water in any portion of a water management and drainage area reserved for, or intended by DECLARANT to be reserved for, drainage ways, sluiceways or for the accumulation of runoff waters, as reflected in any plat or instrument of record, without the specific written permission of the COMMUNITY and the DECLARANT.

B. An OWNER shall in no way deny or prevent ingress and egress by DECLARANT or the COMMUNITY to such water management and drainage areas for maintenance or landscape purposes. The right of ingress and egress, and easements therefor are hereby specifically reserved and created in favor of the DECLARANT, the COMMUNITY, or any appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress.

C. No Plot shall be increased in size by filling in any water retention or drainage areas on which it abuts. OWNERS shall not fill, dike, rip-rap, block, divert or change the established water retention and drainage areas that have been or may be created by easement without the prior written consent of the COMMUNITY and the DECLARANT.

D. Conservation Flowage Areas which are in Cypress Areas identified in the South Water Management permit shall in no way be altered from their natural state. Activities prohibited in these areas include, but are not limited to, construction or placing of buildings on or above the ground; dumping or placing soil or other substances such as trash; removal or destruction of trees, shrubs, or other vegetation; 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.

Section 8.21. Nuisances.

Nothing shall be done which may be or may become an annoyance or nuisance to any Person or to a Neighborhood. No obnoxious, unpleasant or offensive activity shall be carried on, nor shall anything be done, which can be reasonably construed to constitute a nuisance, public or private in nature. No automobile or other vehicle mechanical repairs or like activity shall be conducted on any Lot, Unit or Parcel other than in a garage and concealed from public view. Any question with regard to the interpretation of Section 8.21 shall be decided by the COMMUNITY whose decision shall be final.

Section 8.22. DECLARANT'S and the COMMUNITY'S Exculpation.

The COMMUNITY and DECLARANT may grant, withhold or deny its permission or approval in any instance where its permission or approval is permitted or required without liability of any nature to OWNER or any other Person for any reason whatsoever, and any permission or approval granted shall be binding upon all Persons.

Section 8.23. Subdivision and Regulation of Land.

A. No Plot shall be divided or subdivided without the express written consent of DECLARANT, who may impose certain requirements on OWNER to comply with the provisions of the Master Development Plan. DECLARANT shall assign the number of dwelling units for each Residential Plot, and the authorized square footage for each Commercial or Institutional Plot, which limits shall not be increased by any OWNER and shall not be exceeded without the prior express written approval of DECLARANT, which approval may be denied at the sole discretion of DECLARANT. Any action taken by DECLARANT or an OWNER pursuant to this paragraph shall be in accordance with local zoning.

B. No covenant, condition, restriction or other provision of this Declaration shall be construed in any manner as limiting or preventing any Plot, and the Improvements thereon, from being submitted to a plan of condominium ownership. A condominium shall not be construed as constituting a subdivision of any Plot, provided that the number of Residential Units in the condominium is not greater than the number of Residential Units assigned to the Plot.

C. An OWNER shall not inaugurate or implement any variation from, modification to or amendment of the Master Development Plan or any other governmental plans, land development regulations, development orders or development permits applicable to ORANGE TREE, to The Properties or to any Plot, without the prior written approval of DECLARANT.

Section 8.24. OWNER and Member Compliance.

A. The protective covenants, conditions, restrictions and other provisions of this Declaration shall apply not only to OWNERS, and Persons to whom an OWNER has delegated his right of use to any COMMUNITY Common Area, Neighborhood Common Area or property, if any is created, but also to any other Person occupying an OWNER'S Plot under lease from the OWNER or by permission or invitation of the OWNER or his tenants, expressed or implied, licensees, invitees or guests.

B. Failure of an OWNER to notify any Person of the existence of the covenants, conditions, restrictions, and other provisions of this Declaration shall not in any way act to limit or divest the right of DECLARANT, the COMMUNITY or any Neighborhood Association to enforce the provisions of this Declaration. The OWNER shall be responsible for any and all violations of these provisions by his tenants, delegates, licensees, invitees or guests, and by guests, licensees and invitees of his tenants.

ARTICLE IX  
PROPERTY MAINTENANCE

Section 9.01 Purpose and Authority.

The COMMUNITY shall regulate the maintenance of the Properties and the Improvements thereon to create and conserve a quality environment for the OWNER and occupants and to protect the investment and enhance the value of The Properties.

Section 9.02 Maintenance Requirement.

A. In order to protect property values and to conserve the environment, maintenance of any of the COMMUNITY'S Common Areas, servitudes or Improvements thereon shall be in full accordance with the restrictions and guidelines established pursuant to this Article and Article VIII. No situation shall be allowed to exist or continue that may be or could become an annoyance or nuisance to the Members of the COMMUNITY.

B. The preceding requirements of this Section shall also apply to any Plot, any Neighborhood Common Area or Improvement in the event that the Neighborhood Association fails to perform and enforce effectively comparable maintenance regulation provisions, as determined by the COMMUNITY. The cost of such maintenance regulation shall be assessed to any such Plot or Neighborhood Association and shall not be subject to the limitation of the Assessments in Sections 7.03 and 7.04.

C. The DECLARANT shall be entitled to enforce the provisions of this Article if the COMMUNITY fails to do so. The provisions of Section 3.03 shall apply to this paragraph.

Section 9.03 Guidelines.

A. The COMMUNITY may develop and promulgate policy guidelines for the application of property maintenance provisions set forth in the Declaration. The policy guidelines may include (a) procedures, (b) aspects and objectives of property maintenance regulations, and (c) general principals and broad standards used as criteria in determining the achievement of the required objectives.

B. In addition to such policy guidelines for achieving the required objectives in particular maintenance problems frequently encountered in The Properties, the COMMUNITY may develop and promulgate typical specific practices that are generally acceptable and unacceptable. The policy guidelines and any such specific practices are intended to assist the COMMUNITY, OWNERS and Residents in the ongoing process of appropriate maintenance of the Plots and Common Areas.

Section 9.04 Mandatory Maintenance of Individual Property.

A. Lot Upkeep. After acquiring title from DECLARANT, all OWNERS of Lots, Units or Parcels whether or not improved by a dwelling, shall, as a minimum, keep the grass regularly cut and all trash and debris removed.

B. Lawns. Each Lot, Unit or Parcel acquired from the DECLARANT on which there is a completed dwelling shall be maintained in a neat condition by the OWNER thereof. In this context, the words "Lot", "Unit" or "Parcel" shall include that portion of property from the boundary of the Lot, Unit or Parcel to the adjacent paved road surface. "Neat" shall require, at a minimum, that the lawn be regularly cut, watered and fertilized and that mulched areas be regularly remulched and kept weeded so that its appearance is in harmony with the neighborhood. All Lots, Units or Parcels must have grassed front, side and rear lawns. No gravel or similar type lawns are permitted.

C. Water Retention Areas. Each OWNER of a Lot which borders a water retention area shall maintain any portion thereof as may be within the boundary of his Lot. Such maintenance shall include removal of aquatic weeds and debris. Swimming or bathing in water retention areas shall be prohibited. Docks or other structures may not be erected in water retention areas without the prior written consent of the Board of

Directors. All other uses of water retention areas shall be subject to the prior written approval of the Board of Directors, and such rules and regulations as the Board of Directors may adopt from time to time.

Section 9.05 Optional Maintenance of Individual Property.

The COMMUNITY may, but is not required to, offer optional exterior maintenance for any Plot. Such exterior maintenance may include (without being limited to) the painting, repair, replacement and care of roofs, gutters, downspouts, the exterior surfaces of buildings and, to the extent exposed to community view, fences, landscaping, walks and other exterior improvements. When the COMMUNITY provides maintenance pursuant to the provisions of this Section, the cost may be added to and become part of the Assessment to which the Plot is subject.

Section 9.06 Corrective Maintenance of a Plot.

In the event an OWNER of any Plot in The Properties shall fail in his obligation to maintain the premises and the Improvements situated thereon in compliance with comparable requirements and guidelines set out in this Declaration or by the COMMUNITY or a Neighborhood Association, either the COMMUNITY or the Neighborhood Association, after approval by a two-thirds (2/3rds) vote of its Board, shall have the right, through its agents and employees, to enter upon said Plot and to repair, maintain and restore the Plot and the exterior of the building and any other Improvement erected thereon. The cost of such exterior maintenance shall be added to and become part of the Assessment to which such Plot is subject.

Section 9.07 Corrective Maintenance of a Neighborhood Common Area.

In the event that any Neighborhood Association shall fail in its obligation to maintain any Neighborhood Common Area and/or the Improvements situated thereon in compliance with the requirements and guidelines set out in this Declaration, by the COMMUNITY, or by a Neighborhood Association, the COMMUNITY after approval by a two-thirds (2/3) vote of its Board, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain and restore the Neighborhood Common Area or Improvements thereto. The cost of such shall be added to and become part of the Neighborhood Association Assessment and be reimbursed by the Neighborhood Association to the COMMUNITY.

Section 9.08 Added Assessments.

Any such added Assessment under Sections 9.05, 9.06 or 9.07 above shall not be subject to the limitation of the Assessments in Sections 7.03 and 7.05.

Section 9.09 Entry Rights.

Each OWNER and each Neighborhood Association shall permit the COMMUNITY'S Officers, Directors, agents and employees to enter upon the OWNER'S or Neighborhood Association's premises at reasonable times, to maintain the COMMUNITY'S Common Areas and easements, to remove refuse, and to provide the exterior maintenance permitted under this Article. Such entry shall include the right to use of the OWNER'S or Neighborhood Association's water, from an outside spigot in reasonable amounts, without compensation to the OWNER or Neighborhood Association if used for maintenance on the OWNER'S Plot, the COMMUNITY or a Neighborhood Association's Common Areas or the COMMUNITY or Neighborhood Association's easement immediately contiguous with said premises. This provision shall not be construed as authorizing the entry into any building located on The Properties unless such entry is necessary to perform corrective maintenance pursuant to Sections 9.06 or 9.07.

ARTICLE X

MANAGEMENT SERVICES TO NEIGHBORHOOD ASSOCIATIONS

Section 10.01 Scope.

The COMMUNITY may, but is not required to, perform association management services for any Neighborhood Association. Such services may include, but are not limited to:

- A. Consultations on policy determinations;
- B. Occupant information booklets, newsletters, leadership development, rules, enforcement, recreation programs and other community relations activities;
- C. Complaint handling, emergency management, recordkeeping and other general administrative activities;
- D. Assessment collection, expense disbursement and other financial operations;
- E. Insurance, bond, security services and other risk management activities;
- F. Design review and construction inspection of alterations to the property Improvements;
- G. Maintenance of Common Areas and the exterior of Plots;
- H. Supplementary security.

Section 10.02 Service Agreement.

Any such association management service shall be at the option of the COMMUNITY and the Neighborhood Association, and as contracted by them or otherwise agreed, including reimbursement and compensation therefor.

Section 10.03 Basis of Management Services.

The COMMUNITY and its Officers, committees, employees and contractors shall perform any such Association management service as the agent of the Neighborhood Association being served and in accordance with the Governing Documents, programs, budgets and other policies of the Neighborhood Association.

ARTICLE XI

GENERAL PROVISIONS

Section 11.01 Public Facilities.

A. In order to supplement the public facilities and services that may be furnished by any local governmental agency, and in order to provide additional facilities and services that may not be otherwise available, DECLARANT is hereby authorized and empowered by all of the OWNERS, when DECLARANT in its sole discretion determines that it is necessary or desirable, to act on their behalf to provide or contract with other persons for the installation of a water plant and supply system, irrigation water system, mosquito

control facilities, fire fighting facilities, a gas system, a sewage disposal plant and sanitary sewer system, and any other facilities or services customarily furnished or provided by local governmental agencies and not furnished or provided by the COMMUNITY pursuant to Article IV. Any services provided by DECLARANT hereunder and any facilities owned by DECLARANT may, in DECLARANT'S discretion, be transferred to the COMMUNITY. OWNERS of Plots who are not permitted to utilize any outside services if such services are provided by the DECLARANT or the COMMUNITY pursuant to this Article or Article IV.

B. Each OWNER shall install, subject to the written approval of DECLARANT and the COMMUNITY, if applicable, all sewer connections so that direct connections can be made to the nearest Street, alley, main or collection lines and the plan for such sewer connections shall be submitted to DECLARANT and the COMMUNITY, if applicable, for approval prior to commencement of said construction. No OWNER shall install any potable or irrigation well or draw irrigation water from any lake or drainage area without the prior written approval of DECLARANT and the COMMUNITY and if permission is granted, the OWNER may be required to connect to central potable or irrigation water system when available and thereafter to discontinue any private well or system. The COMMUNITY and/or the DECLARANT, whichever is applicable, in its sole judgment, shall determine when an OWNER must connect to central potable or irrigation water systems and disconnect any private system.

Section 11.02 Declaration and General Protective Covenants Run With the Land.

The covenants, reservations, restrictions and other provisions of this Declaration shall run with and bind The Properties subject hereto and shall inure to the benefit of the DECLARANT or any OWNER subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of thirty (30) years from the date this Declaration is recorded with automatic successive renewal periods of 10 years running in perpetuity.

Section 11.03 Commencement and Completion of Construction.

A. After a Plot is sold by the DECLARANT, construction shall commence thereon within a reasonable time in accordance with the plans and specifications approved by the DECLARANT.

B. Once construction has begun, work thereon must be prosecuted diligently and completed within a reasonable time. If for any reason work is discontinued or there is no substantial progress toward completion for a continuous sixty (60) day period, then DECLARANT and the COMMUNITY shall have the right to notify the OWNER of its intentions herein, enter the Plot and take such steps as might be required to correct the undesirable appearance. The reason for such correction shall be solely in the discretion of DECLARANT and the COMMUNITY and may include but not be limited to aesthetic grounds. The OWNER shall be liable for all costs incurred in such action as provided in Section 3.03.

Section 11.04 Nonliability of DECLARANT.

The DECLARANT shall not in any way or manner be held liable or responsible for any violation of these covenants, conditions, restrictions or other provision by any Person other than itself.

Section 11.05 Amendment.

In addition to any other right of amendment or modification provided for in this Declaration, in which case those provisions shall apply, this Declaration may be amended with the consent of two-thirds (2/3rds) of the membership of the Association.

Section 11.06 Other Documents.

DECLARANT, the COMMUNITY, any Neighborhood Association, or other entity provided for herein or in any applicable recorded instrument shall have such rights, powers, duties, and privileges as set forth herein or in the Articles of Incorporation, Bylaws and other constituent documents of such entity; however, no such entity may have rights, duties, powers or privileges that are in conflict with the provision of this Declaration which shall prevail in all events of conflict.

Section 11.07 Severability.

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

Section 11.08 Dissolution.

In the event of dissolution of the COMMUNITY, in accordance with the terms of its Articles of Incorporation, each Plot shall continue to be subject to the Annual Assessment specified in Article VII and each OWNER shall continue to be personally obligated to DECLARANT or the successor or assigns of the COMMUNITY as the case may be, for such Assessment to the extent that such Assessments are required to enable DECLARANT or any such successor or assign acquiring any real property previously owned by the COMMUNITY to properly maintain, operate and preserve it. The provisions of this Section 11.08 shall only apply with regard to the maintenance, operation and preservation of property which has been COMMUNITY Common Area and continues to be so used, as otherwise provided for in Article IV for the common use, enjoyment and benefit of the OWNERS.

Section 11.09 Gender.

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

Section 11.10 Notices.

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

B. To COMMUNITY. Notice to the COMMUNITY as may be required herein or the Bylaws of the COMMUNITY shall be in writing and delivered or mailed to the COMMUNITY at its principal place of business as shown by the records of the Secretary of State of Florida, or any other location designated by the COMMUNITY.

C. To OWNER. Notice to any OWNER of a violation of any of these restrictions, or any other notice as may be required herein shall be in writing and shall be delivered or mailed to the OWNER at the



address shown on the tax rolls of Collier County, Florida, or if not shown thereon, to the address of the OWNER, as shown on the deed recorded in the Public Records of Collier County, Florida.

Section 11.11 Construction.

The provision of this Declaration shall be liberally interpreted and construed to provide maximum flexibility consistent with the Master Development Plan and the purposes set forth herein, including the Preamble.

Section 11.12 Enforcement.

The Association, or any OWNER, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by an OWNER to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If a person or party is found in the proceedings to be in violation of, or attempting to violate, the provisions of this Declaration, he shall bear all expenses of the litigation, including court costs and reasonable attorney's fees, for all trial and appellate proceedings incurred by the party enforcing the provisions of this agreement. DECLARANT shall not be obligated to enforce this Declaration and shall not in any way or manner be held liable or responsible for any violation of this Declaration by any person other than itself.

Section 11.13 Annexation.

Additional residential property and Common Areas may be annexed to the Properties with the consent of two-thirds (2/3) of the members.

IN WITNESS WHEREOF, the undersigned has executed this instrument on this 6 day of October, 1987.

Signed, sealed and delivered in the presence of:

[Signature]  
[Signature]

A Gol  
AMNON GOLAN, Trustee

STATE OF FLORIDA  
COUNTY OF BROWARD

Before me, a Notary Public authorized to take acknowledgments in the State and County set forth above, personally appeared AMNON GOLAN, Trustee, known to me and known by me to be the person who executed the foregoing, and he acknowledged before me that he same for the purposes expressed therein.

WITNESS my hand and seal this 6 day of Oct, 1987.

Ruth Gacion  
Notary Public  
My Commission Expires:

Notary Public, State of Florida  
My Commission Expires Feb. 15, 1989  
Bonded thru Tury Insurance, Inc.

186:ORAN.MDC/h1/10-2-87

BY-LAWS OF CITRUS GREENS AT ORANGE TREE HOMEOWNER'S ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION. The name of the corporation is CITRUS GREENS AT ORANGE TREE HOMEOWNER'S ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 3325 Hollywood Boulevard, Suite 305, Hollywood, Florida, but meetings of members and directors may be held at such places within the State of Florida, Counties of Broward or Collier, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to CITRUS GREENS AT ORANGE TREE HOMEOWNER'S ASSOCIATION, INC., its successors and assigns.

Section 2. "Common Areas" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 3. "Declarant" shall mean and refer to ORANGE TREE ASSOCIATION, a Florida Joint Venture, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Areas.

Section 5. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Plot which is a part of the Properties, including contract sellers, but excluding those having such an interest merely as security for the performance of an obligation.

Section 7. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of \_\_\_\_\_ o'clock, P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of four (4) directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting, the members shall elect two directors for a term of one year, one director for a term of two years and one director for a term of three years; and at each annual meeting thereafter, the members shall elect one director for a term of three years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a

majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

#### ARTICLE V

##### NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

#### ARTICLE VI

##### MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

#### ARTICLE VII

##### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Areas and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities, if any, of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days per infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

- (1) fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period;
- (2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
- (3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.
- (d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and
- (g) cause the Common Areas to be maintained.

## ARTICLE VIII

### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary and treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he/she shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he/she replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

(a) President. The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deed and other written instruments and shall co-sign all checks and promissory notes.

(b) Vice-President. The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses; and shall perform such other duties as required by the Board.

(d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

## ARTICLE IX

### COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 6% per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: CITRUS GREENS AT ORANGE TREE HOMEOWNER'S ASSOCIATION, INC.

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of two-thirds (2/3rds) of a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of the CITRUS GREENS AT ORANGE TREE HOMEOWNER'S ASSOCIATION, INC., herunto set our hands this \_\_\_\_ day of January, 1987.

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

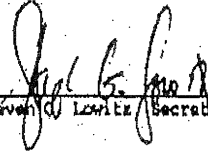
CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the CITRUS GREENS AT ORANGE TREE HOMEOWNER'S ASSOCIATION, INC., a Florida corporation, and

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the \_\_\_\_\_ day of \_\_\_\_\_, 1907.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this \_\_\_\_\_ day of \_\_\_\_\_, 1907.

  
Steven D.owitz Secretary

179:BYLAW.N/bee/2-16-87

AMENDMENT TO THE BY-LAWS OF CITRUS GREENS AT  
ORANGETREE HOMEOWNER'S ASSOCIATION, INC.

ARTICLE II  
DEFINITIONS

Section 3. "Declarant" shall mean and refer to DAVID  
FRIEDMAN, AS TRUSTEE, his successors and assigns.

ARTICLE IV

BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be  
managed by a Board of five (5) directors, who need not be members  
of the Association.

Section 2. Term of Office. The directors shall serve for a  
one year term and at each annual meeting the members shall elect  
new directors.

ARTICLE IX

COMMITTEES

The Association shall appoint a Nominating Committee as  
provided in these By-laws and such other committees as deemed  
appropriate to carry out its purpose.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is  
obligated to pay to the Association annual and special assessments  
which are secured by a continuing lien upon the property against  
which the assessment is made. Any assessments which are not paid  
when due shall be delinquent. If the assessment is not paid within  
thirty (30) days after the due date, the assessment shall bear  
interest at the highest rate allowed by law, and the Association  
may bring an action at law against the Owner obligated to pay the  
same or foreclose the lien against the property, and interest,  
costs, and reasonable attorneys' fees of any such action shall be  
added to the amount of such assessment. No Owner may waive or  
otherwise escape liability for the assessments provided for herein  
by non-use of the Common Areas or abandonment of his Lot.

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended at a regular special  
meeting of the members, by a majority vote as long as a quorum is

present.

The foregoing Amendment to the By-Laws of Citrus Greens at Oranetree Homeowner's Association, Inc. were amended at a meeting of the homeowners on January 13, 1993.

IN WITNESS WHEREOF, the undersigned DAVID FRIEDMAN, TRUSTEE, has caused this Amendment to be signed by its proper officers and its corporate seal affixed this 26 day of February, 1993.

Signed, sealed and delivered in the presence of:

Laura Stark  
Conetta S. Johnson

By: [Signature]  
DAVID FRIEDMAN, TRUSTEE

STATE OF FLORIDA  
COUNTY OF BROWARD

BEFORE ME, a Notary Public, duly authorized to take oaths and acknowledgments personally appeared DAVID FRIEDMAN, TRUSTEE, who is personally known to me and/or has presented photo identification, as identification and he acknowledged that he executed the foregoing instrument.

WITNESS my hand and official seal at the County and State aforesaid, this 26 day of February, 1993.

Conetta S. Johnson  
Notary Public

My Commission Expires:



CONSETTA S. JOHNSON  
My Comm. Expires Oct. 28, 1994  
Commission No: CC 059927

Recorded and Verified  
in Official Records of  
COLLIER COUNTY, FLORIDA  
DWAYNE E. BROCK, CLERK



DECLARATION OF NEIGHBORHOOD PROTECTIVE COVENANTS AND RESTRICTIONS  
OF CITRUS GROVES AT ORANGE TREE

THIS DECLARATION is made this 8 day of Sept, 1987, ANNON COXAN, TRUSTEE,  
(hereinafter called "DECLARANT").

W I T N E S S E T H:

WHEREAS, DECLARANT is the developer of a new community development in Collier County, Florida, known as ORANGE TREE and desires to create a quality planned community; and

WHEREAS, DECLARANT is desirous of imposing certain protective covenants, conditions and restrictions on the lands in ORANGE TREE, as specifically set forth herein; and

WHEREAS, DECLARANT desires to provide for the preservation and enhancement of the property values, amenities and opportunities in the community and for the maintenance of the Properties and Improvements thereon and to this end desires to subject the Properties, together with such additions as may hereafter be made thereto, in accordance with the provisions hereof, to the protective covenants, conditions and restrictions and other provisions hereinafter set forth, each and all of which is and are for the benefit of said property and each OWNER thereof; and

WHEREAS, it is DECLARANT'S intention to establish a "Neighborhood" Declaration of Protective Covenants and Restrictions which shall apply to the Neighborhood described hereinafter and which Declaration shall be in addition to the Declaration of General Protective Covenants and Restrictions for Orange Tree; and

WHEREAS, to provide a means for meeting certain, but not all, of the purposes and intents set forth herein, DECLARANT has incorporated under the laws of the State of Florida, a community services association, ORANGE TREE HOMEOWNER'S ASSOCIATION, INC. (hereinafter referred to as the "COMMUNITY"), a nonprofit corporation; and

WHEREAS, DECLARANT may in its sole discretion, from time to time, convey, lease or grant a license, easement or other use right to lands within or without ORANGE TREE, to the COMMUNITY, and the COMMUNITY must accept the same for the purpose of maintenance, landscaping, drainage, recreation, fire protection, mosquito control, security or other purposes that will be for the use and benefit of its Members and their families, tenants and guests, as determined by DECLARANT.

N.W. THEREFORE, DECLARANT declares that the real property described in Exhibit "A" and such additions thereto as hereafter may be made pursuant hereto, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, encumbrances and liens (sometimes referred to as "covenants and restrictions") hereafter set forth, specifying that this Declaration shall constitute a covenant running with the land and this Declaration shall be binding upon the undersigned, and on all Persons gaining title through the undersigned.

I N D E X

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ARTICLE I  
DEFINITIONS

- Section 1.01. "Assessed Value" shall mean and refer to the value of a Plot or Unit as shown on the most recent assessment rolls prepared by the Collier County Property Appraiser.
- Section 1.02. "Assessment" shall mean and refer to those charges made by the COMMUNITY from time to time against each Plot within the Properties for the purpose set forth herein.
- Section 1.03. "Association" shall mean and refer to \_\_\_\_\_ its successors and assigns.
- Section 1.04. "Commercial" shall mean and refer to all uses which are not Institutional or Residential.
- Section 1.05. "Common Area" shall mean and refer to those areas of land shown on any recorded subdivision plat of the Properties and Improvements thereto, or which are otherwise dedicated, conveyed, leased or for which a license is granted to the COMMUNITY or NEIGHBORHOOD and which are intended to be devoted to the common use and enjoyment of all of the owners of the Properties. Any lake, canal or other body of water outside the boundaries of any Plot shall be included in this definition.
- Section 1.06. "Common Expenses" shall mean and refer to all expenses incurred by the COMMUNITY in connection with its ownership, maintenance and other obligations set forth herein.
- Section 1.07. "COMMUNITY" shall mean and refer to \_\_\_\_\_ a Florida not-for-profit corporation, its successors and assigns.
- Section 1.08. "DECLARANT" shall mean and refer to AMNON COXAN, TRUSTEE, his successors and assigns if such successors or assigns should acquire more than one undeveloped Plot from the Declarant for the purpose of development.
- Section 1.09. "Declaration" shall mean and refer to this document entitled DECLARATION OF NEIGHBORHOOD PROTECTIVE COVENANTS AND RESTRICTIONS as the same may be amended from time to time.
- Section 1.10. "Governing Documents" shall mean the Neighborhood Declaration, any Supplementary Declaration, and the Articles of Incorporation of the Neighborhood Association, as the same may be amended from time to time and filed of record. Should DECLARANT file any such Neighborhood declaration(s), Articles of Incorporation, etc., such documents shall be applicable only to the "Neighborhood" as defined in Section 1.14 hereinafter. In the event of conflict or inconsistency among Governing Documents applicable to the COMMUNITY or this neighborhood Association, as the case may be, to the extent permitted by law the Declaration and any Supplementary Declaration in that order shall control. In the event of conflict or inconsistency between the COMMUNITY and the Neighborhood Association Governing Documents, to the extent permitted by law, the COMMUNITY Governing Documents shall control. One Governing Document's lack of a provision with respect to a matter for which provision is made in another Governing Document shall not be deemed a conflict or inconsistency between such Governing Documents.
- Section 1.11. "Improvements" shall mean and refer to all structures of any kind, including, without limitation, any building, fence, wall, sign, paving, grading, parking and building addition, alteration, screen enclosure, sewer, drain, disposal system, decorative building, recreational facility, landscaping, exterior lighting, or landscape device or object.
- Section 1.12. "Institutional" shall mean and refer to nonresidential and noncommercial uses including but not limited to churches, schools, libraries, museums, governmental facilities, and nonprofit recreational facilities.
- Section 1.13. "Master Development Plan" shall mean and refer to the DECLARANT'S plan of ORANGE TREE as may be amended from time to time by DECLARANT showing the land uses and residential units assigned by DECLARANT to the various portions of the properties.
- Section 1.14. "Members" shall mean and refer to those Persons who are entitled to membership in the COMMUNITY as provided in its Articles of Incorporation and Bylaws. The two classes of membership are:
- A. "Class A" shall mean and refer to the class of membership which includes all Members with the exception of the DECLARANT for so long as he is a Class B Member.
- B. "Class B" shall mean and refer to the class of membership which includes only the DECLARANT.
- Section 1.15. "Neighborhood" shall mean and refer to the development which is a part of the legal description attached hereto.
- Section 1.16. "Neighborhood Association" shall mean and refer to this property owners association, homeowners association, condominium association or other such entity, as the case may be, their successor and assigns for any particular Neighborhood.
- Section 1.17. "Neighborhood Common Area" shall mean and refer to all real property including any improvements and fixtures thereon which are dedicated, owned, leased or the use of which has been granted to the Residents of this Neighborhood or to this Neighborhood Association for the common use and enjoyment of its Members.
- Section 1.18. "Neighborhood Covenant" shall mean and refer to those covenants, conditions, restrictions and other provisions imposed by recorded instrument, applicable to this Neighborhoods, but not to other Neighborhoods. The term "Neighborhood Declaration" shall mean and refer to the document containing Neighborhood Covenants.
- Section 1.19. "ORANGE TREE" shall mean and refer to those certain lands located in Collier County, Florida, and owned by DECLARANT, and as set forth in the Declaration of General Protective Covenants and Restrictions of Orange Tree.
- Section 1.20. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Plot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.21. "Person" shall mean and include an individual, corporation, governmental agency, business trust, estate, trust, partnership, association, two or more persons having a joint or common interest, or any other legal entity.

Section 1.22. "Plot" shall mean and refer to a platted lot, a platted parcel, a tract of land, a condominium unit together with the undivided share of the common elements which are appurtenant to the unit or to any quantity of land, including any improvements thereon capable of being described with such definiteness that its location and boundaries may be established, which is designated by the DECLARANT to be used, developed and conveyed as a unit and which is the smallest undivided unit of ownership at any point in time, but shall not include the Common Areas.

Section 1.23. "Properties" shall mean and refer to that certain real property herein described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 1.24. "Property Unit" shall mean and refer to:

A. For Residential property, any dwelling unit intended for occupancy by one family or household.

B. For Institutional and Commercial property, a Property Unit shall be each twenty-seven hundred (2,700) square feet of Floor Area as defined in Article II.

Section 1.25. "Resident" shall mean and refer to the legal occupant of any Plot.

Section 1.26. "Residential" shall mean and refer to use of property as a dwelling unit.

Section 1.27. "Street" shall mean and refer to any street, highway or other thoroughfare constructed within ORANGE TREE that is dedicated to or owned by the COMMUNITY or a Neighborhood Association, whether same is designated as street, avenue, boulevard, drive, place, court, road, terrace, way, circle, lane, walk or other similar designation.

Section 1.28. "The Properties" shall mean and refer to all real property which has become subject to this Declaration.

Section 1.29. "Unimproved Lot" shall mean and refer to a Plot upon which no building has been substantially completed for use.

Section 1.30. "Unit" shall mean and refer to:

A. An improved Plot for a single family dwelling, or

B. A portion of a building designated for separate ownership having delineated boundaries and being located on an improved Plot, or

C. A portion of an Unimproved Lot in The Properties which at a given time is so delineated and designated for separate ownership, or

D. A portion of an Unimproved Plot which at a given time is feasible for future delineation and designation for separate ownership in conformity with the Master Development Plan, the Declaration and public regulations.

#### ARTICLE II MEMBERSHIP AND VOTING RIGHTS

Section 2.01. Members.

A. Every OWNER and the DECLARANT, so long as they are OWNERS, shall be members of the NEIGHBORHOOD. Membership shall be appurtenant to and may not be separated from ownership of a Plot which is subject to Assessment by the NEIGHBORHOOD. Persons other than an OWNER may become Members of the NEIGHBORHOOD only if a membership right is created in such Person by the recordation of a written instrument as provided for in Section 3.01, which subjects lands within the NEIGHBORHOOD, owned by such Person, to Assessment by the NEIGHBORHOOD in the manner provided for in Article VII.

B. Members' rights, powers, duties, and privileges shall be set forth in the Articles of Incorporation, Bylaws of the NEIGHBORHOOD, and this Declaration.

C. All members are empowered to enforce the covenants contained in this Declaration.

Section 2.02. Classes of Voting Rights.

The NEIGHBORHOOD shall have two classes of voting membership:

Class A. Class A Members shall be all OWNERS, with the exception of the DECLARANT when it is a Class B Member, who shall have voting rights as provided below for each Plot owned.

Class B. The Class B Member shall be the DECLARANT who shall have voting rights as provided below for each Plot owned. Each plot owned shall include all property set forth in the attached legal description whether or not DECLARANT actually develops such property subsequent hereto. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on October 1, 2016, or such earlier date as DECLARANT in its sole discretion establishes by recorded instrument executed by DECLARANT.

Section 2.03. Determination of Voting Rights.

A. Residential Plots. The number of dwelling units which may be constructed with ORANGE TREE is governed by local zoning. Improved Residential Plots shall be entitled to one Property Unit per dwelling unit located on each Plot. Unimproved Residential Plots not owned by DECLARANT shall be entitled to one Property Unit for each dwelling unit which has been assigned to the Plots by DECLARANT. DECLARANT shall assign the number of dwelling units which may be constructed on a Residential Plot prior to the sale of such Plot to a third party. Unimproved Residential Plots owned by DECLARANT shall be entitled to one Property Unit for each proposed dwelling unit, according to the following table:

R-1 - 1.0 Dwelling Units Per Acre

R-2 - 2.5 Dwelling Units Per Acre

R-3 - 4.0 Dwelling Units Per Acre

R-4 - 5.3 Dwelling Units Per Acre

Dwelling units for Unimproved Residential Plots owned by DECLARANT which contain fractions of an acre shall be calculated by multiplying such fraction times the number of dwelling units allowed per acre, rounded to the nearest whole dwelling unit.

B. Commercial and Institutional. The square footage of Commercial Improvements which may be constructed within the NEIGHBORHOOD is governed by local zoning. Improved Commercial and Institutional Plots shall be entitled to one Property Unit for each 2,700 square feet, or fraction thereof, of floor area, measured to the exterior face of walls, including access halls and facilities, and excluding areas for vehicular storage and major on-site services such as a mechanical service equipment. Unimproved Commercial or Institutional Plots not owned by DECLARANT shall be entitled to one Property Unit for each 2,700 square feet of floor area, or fraction thereof, which has been assigned to the Plots by DECLARANT. DECLARANT shall assign the square feet of floor area which may be constructed on a Commercial or Institutional Plot prior to the sale of such Plot to a third party. Unimproved Commercial Plots owned by DECLARANT shall be entitled to one Property Unit for each 2,700 square feet, or fraction thereof, of proposed floor area.

Section 2.04. Voting Rights.

The Class A Members shall be entitled to one vote for each Property Unit subject to assessment by the NEIGHBORHOOD, and the Class B Member(s) shall be entitled to three (3) votes for each Property Unit held by such Member.

Section 2.05. Multiple Owners of a Plot.

When more than one Person holds an interest in any Plot, all such Persons shall be Members. The vote of such Plot shall be exercised as they determine, but in no event shall the vote cast with respect to any Plot exceed the number of votes determined for the Plot in accordance with this Article of Declaration.

Section 2.06. Transfer of Control of the NEIGHBORHOOD.

A. When the total votes outstanding in the Class A membership exceeds the total votes outstanding in the Class B membership, the DECLARANT shall relinquish control of the NEIGHBORHOOD and the OWNERS of Plots other than DECLARANT shall accept control. Thereafter, the DECLARANT shall be entitled to elect a number of Directors of the NEIGHBORHOOD equal to the percentage of votes held by the DECLARANT times the total number of Directors, rounded to the nearest whole number greater than zero. When the DECLARANT no longer owns any Plot for development or for sale in the ordinary course of business, DECLARANT'S votes, if any, shall be counted the same as all other OWNER'S votes.

B. DECLARANT'S relinquishment of control shall not require DECLARANT to relinquish control or allow the NEIGHBORHOOD to assume control over any power or right which is reserved to DECLARANT hereunder for a period longer than DECLARANT'S holding of voting control.

C. So long as the DECLARANT owns any Plot for development or for sale in the ordinary course of business, the NEIGHBORHOOD may not take any action that would be detrimental to the sales of Plots by the DECLARANT. However, an increase in Assessments for Common Expenses without discrimination against the DECLARANT shall not be deemed to be detrimental to the sales of Plots.

Section 2.07. Subdivision of Plots.

An OWNER of a Plot with more than one dwelling unit or more than 2,700 square feet of Commercial or Institutional floor area assigned to it shall, in the event that a portion of the Plot is conveyed to another OWNER, reassign a portion of the number of dwelling units or floor area originally assigned to the Plot. In no event shall such conveyance increase the total dwelling units, floor area, or Property Units assigned to the Plots after conveyance over that originally assigned to the Plot before the conveyance, nor shall such conveyance result in the casting of any fractional votes. At the time of such conveyance, the OWNER (Seller) shall notify the NEIGHBORHOOD of the number of Property Units assigned to each Plot. In the event that an OWNER fails or refuses to make any necessary reassignment, then the NEIGHBORHOOD may make such reassignment and notify the OWNERS of each Plot involved in the conveyance.

Section 2.09. Amendment.

This Article may be amended from time to time through the Bylaws of the Community.

ARTICLE III

DECLARANT'S RIGHTS AND POWERS

Section 3.01. Common Areas.

A. So long as there is a Class B Member, DECLARANT shall have the right and the power, but neither the duty nor the obligation in its sole discretion, to set aside, grant a license, or other use right to real property within or without the NEIGHBORHOOD for such purposes as may be expressed in the instrument of conveyance, lease or grant of license or use. No such real property shall be considered to be the NEIGHBORHOOD Common Area until actually so conveyed, dedicated by platting, leased or a grant of license or other use right is created by a written instrument.

1. Any such conveyances, dedication, lease or grant of license or use right to the NEIGHBORHOOD may be exclusive or nonexclusive so that Persons or entities other than the NEIGHBORHOOD may or may not have a right, power, duty or privilege with respect to all or any part of any real property so conveyed, leased, or licensed for the use to which it has been granted. The NEIGHBORHOOD must accept from DECLARANT any such conveyance, dedication, lease, grant of license, or grant of use right. So long as there is a Class B Member, the NEIGHBORHOOD shall not accept from any Person other than DECLARANT a conveyance, dedication, lease, grant of license, or grant of use right except upon the prior written approval and consent of the DECLARANT.

2. Prior to the conveyance of title to an OWNER securing the property by a VA or FHA mortgage loan, the DECLARANT shall convey all common areas to the NEIGHBORHOOD Association in compliance with the U.S. Department of Housing and Urban Development, Federal Housing Administration and Veteran's

Administration guidelines.

B. So long as there is a Class B Member, DECLARANT shall have the right, and the power, to regulate and control the external design and appearance of Common Areas in such a manner as to provide a quality environment which will preserve the value of the Member's Plots and to foster the attractiveness and functional utility of ORANGE TREE as a place to live, work and play, including a harmonious relationship among structures, vegetation and topography.

C. The Common Areas shall be subject to the provisions of Article VIII. The uses of Common Areas shall be in conformity with the uses permitted in Article VIII. The provisions of Article VIII shall not be applicable to any property owned by DECLARANT prior to its conveyance to the Neighborhood Association.

D. No nuisance or obnoxious or offensive activity shall be conducted or permitted on any Common Area. So long as there is a Class B Member, the DECLARANT shall have the right and the power in the exercise of its reasonable discretion to determine what activities or uses constitute nuisances or obnoxious or offensive activity. Nothing shall be done within the Common Areas which may be or become a nuisance to Residents or Members.

E. So long as there is a Class B Member, any type use of Common Areas shall be subject to the prior written approval of DECLARANT.

F. Neither the execution and recording of this Declaration, nor the creation of the NEIGHBORHOOD or other entity, nor the recordation of any other instrument subjecting any land in the NEIGHBORHOOD to protective covenants, and restrictions shall obligate or require DECLARANT or any other Person to grant any right, power, duty or privilege of any nature or kind to the NEIGHBORHOOD or other entity; or obligate or require DECLARANT to perform any act permitted under this Declaration or to enforce any covenants, condition, restriction or other provision thereof.

G. Except as otherwise specifically provided herein, so long as there is a Class B Member, DECLARANT reserves the right and the power to delegate or assign, either exclusively or nonexclusively, to any Person or entity, any or all of its rights, powers, duties or privileges created or provided for by this Declaration or by any other recorded instrument. DECLARANT shall be under no obligation to delegate or assign any of its rights, powers, duties and/or privileges to any Person or entity.

#### Section 3.02 Enforcement and Inaction.

A. So long as DECLARANT owns land in ORANGE TREE for development, DECLARANT reserves unto itself the right and the power to enforce the covenants, conditions, restrictions and other provisions of this Declaration and to delegate or assign either exclusively or nonexclusively any or all of its rights, powers, duties or privileges hereunder to the NEIGHBORHOOD, or to an OWNER, or to any other Person.

B. So long as DECLARANT owns land in ORANGE TREE for development, DECLARANT shall have the right and power to enforce the covenants, conditions, restrictions and other provisions imposed by this Declaration by any proceeding at law or in equity against any Person violating or attempting to violate such provision, to restrain any violation or attempted violation of such provisions, to require performance of such provisions, to recover damages for violations of such provisions and to levy against the land to enforce any lien created by this Declaration. Failure by DECLARANT or by the COMMUNITY, or by a Neighborhood Association or any other OWNER or any other Person to enforce any of such provisions shall in no event be deemed a waiver of their right to do so thereafter.

C. The costs and reasonable attorneys' fees, including those resulting from any appellate proceedings, incurred by DECLARANT or the COMMUNITY in any action against an OWNER to enforce any provisions of this Declaration shall be a personal obligation of such OWNER which shall be paid by such OWNER and any amount which remains due and unpaid shall be a continuing lien upon OWNER'S Plot collectible in the manner provided in Article VII.

#### Section 3.03 Transfer of DECLARANT'S Rights.

The NEIGHBORHOOD shall assume DECLARANT'S rights and obligations under this Declaration:

A. After DECLARANT no longer owns land in ORANGE TREE for development if the right or obligation extends to DECLARANT so long as it owns land for development;

B. After DECLARANT becomes a Class A Member if the right or obligation extends to DECLARANT so long as it is a Class B Member; or

C. At such earlier time as DECLARANT may elect by written assignment of a right or obligation to the NEIGHBORHOOD. Any such assignment may be revoked in writing by DECLARANT, thereby allowing DECLARANT to reacquire the right or obligation previously assigned.

#### ARTICLE IV

##### NEIGHBORHOOD'S RIGHTS AND POWERS

#### Section 4.01 Maintenance of the NEIGHBORHOOD Property and Common Areas.

The NEIGHBORHOOD shall be responsible for maintenance and repair of the following:

A. Such security systems, guardhouses and other security facilities which shall be operated and maintained for the benefit of the Plots within The Properties.

B. All streets, bikeways and crossovers within any portion of the Properties which are dedicated to the NEIGHBORHOOD and any streetlights, traffic signs and signals and informational signs on or over such streets, bikeways and crossovers.

C. The surface water and stormwater management systems;

D. Any common or other areas conveyed, dedicated, or leased to or used by the NEIGHBORHOOD, including improvements on such Common Areas.

#### Section 4.02 Management of the NEIGHBORHOOD Property and Common Areas.

The NEIGHBORHOOD authority to manage the NEIGHBORHOOD'S property and Common Areas shall include:

A. The right to establish rules and regulations governing the use of the NEIGHBORHOOD property.

and Common Areas;

B. The right to charge reasonable admission and other fees or Assessments for the use of NEIGHBORHOOD property and Common Areas, provided such assessments are approved in advance by the COMMUNITY Association or the DECLARANT;

C. The right to suspend a Member's right to vote, and a Member's right to use NEIGHBORHOOD Common Areas, for any period during which any Assessments against the Member's Plot or any obligation of the Member to the NEIGHBORHOOD remains unpaid, and for a reasonable period during or after any infraction of the NEIGHBORHOOD rules and regulations.

D. The right to dedicate or transfer all or any part of NEIGHBORHOOD property and Common Areas to any governmental agency, public authority, or utility, provided such dedication or transfer is approved in advance by the COMMUNITY Association or DECLARANT;

E. The right to borrow money for the purpose of improving NEIGHBORHOOD property and Common Areas and in aid thereof to mortgage the same upon affirmative vote of at least 2/3 of the lot owners

F. The right to take such steps as are reasonably necessary to protect NEIGHBORHOOD property and Common Areas against foreclosure;

G. The right to enforce the provision of this Declaration, or any other applicable recorded instrument adopted by the NEIGHBORHOOD, including the Articles of Incorporation and Bylaws of the NEIGHBORHOOD; and any rules and regulations governing use and enjoyment of the NEIGHBORHOOD property and Common Areas adopted by the NEIGHBORHOOD.

#### Section 4.03 Insurance.

The NEIGHBORHOOD shall maintain insurance on the NEIGHBORHOOD Property and Common Areas of such types, in such amounts and with such companies as the NEIGHBORHOOD Board of Directors deems appropriate. So long as there is a Class B Member in the COMMUNITY, all liability and hazard insurance policies shall name the DECLARANT as an additional insured.

### ARTICLE V MEMBERS' RIGHTS AND EASEMENTS

#### Section 5.01 Members' Rights and Easements.

Every Member shall have a right of enjoyment and use in and an easement to NEIGHBORHOOD Common Areas, which right and easement shall be appurtenant to and shall pass with the title to every Plot, subject to the rights of DECLARANT under Article III and the rights of the NEIGHBORHOOD under Article IV.

#### Section 5.02 Delegation of Right.

A. A Member may delegate his right of use and easement to Common Areas to the members of his family, to business and residential tenants who reside or work in or on the Member's Plot and to the Member's guests, but only to the extent and subject to the conditions, limitations and restrictions as may be provided for in the Bylaws and in accordance with the NEIGHBORHOOD'S and COMMUNITY'S rules and regulations.

B. Each Member shall be responsible for the actions of any Person to whom the Member has delegated his right of use to the Common Areas. Any unpaid charge against such Person shall be charged against such Member personally and be assessed against such Member's Plot. Any infraction of the NEIGHBORHOOD'S or COMMUNITY'S rules and regulations by such Person shall be deemed to be an infraction by such Member.

### ARTICLE VI PROPERTY RIGHTS

#### Section 6.01 Dedication of Common Areas.

Subject to the easements established in this Article and the provision of Section 3.01, the NEIGHBORHOOD'S Common Areas designated in this Declaration, dedicated to the NEIGHBORHOOD'S in any recorded subdivision plat or conveyed to the NEIGHBORHOOD by DECLARANT for use as Common Areas, are not dedicated for use by the general public but are reserved for the common use and enjoyment of the OWNERS and tenants of The Properties or such portions thereof as may be designated in this Declaration, the General Declaration for the COMMUNITY, a subdivision plat, or instrument of conveyance.

#### Section 6.02 Easements.

The following easements are hereby granted and/or reserved over, across and through The Properties:

A. Easements for installation and maintenance of utilities are granted as indicated on the recorded subdivision plats of The Properties.

B. An easement is hereby granted to each institutional Mortgagee for the purpose of access to the Plot subject to its mortgage.

C. Easements are hereby reserved throughout the Common Areas, including, without limitation, the Streets, by DECLARANT for its use and the use of its agents, employees, licensees and invitees.

D. If ingress or egress to any residence is through the Common Area, any conveyance or encumbrance of such area is subject to the lot owner's easement.

#### Section 6.03 Restriction on Owner Easements.

No OWNER shall grant any easement upon any portion of The Properties to any Person or entity, without the prior written consent of the DECLARANT.

### ARTICLE VII ASSESSMENTS

#### Section 7.01 Creation of the Lien and Personal Obligation.

A. The DECLARANT, for each Plot owned within The Properties, hereby covenants and each OWNER of any Plot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the NEIGHBORHOOD (which such assessments shall be in addition to any assessment due the COMMUNITY pursuant to the General Declaration for Orange Tree);

1. Initial Reserve Assessment;
2. Annual Assessments;
3. Special Assessments for capital improvements; and
4. User fees for any optional facilities or services used by the OWNER, any occupant of the

Plot or any guests of the OWNER or occupant.

B. The Initial, Annual and Special Assessments, together with interest and costs of collection, including reasonable attorneys' fees, which includes those resulting from any appellate proceedings, shall be a continuing lien upon the Plot against which such Assessment is made.

C. Each such Assessment, together with interest and costs of collection, including reasonable attorneys' fees, which includes those resulting from appellate proceedings, shall also be the personal obligation of the Person who was the OWNER of the Plot at the time such Assessment fell due, and any due and unpaid Assessments shall also be the personal obligation of each Person who becomes the OWNER of the Plot. Each OWNER, by acceptance of a deed for a Plot, is personally covenanting and agreeing to pay any such obligation falling due prior to or during the time of his ownership and such personal obligation shall survive any conveyance.

D. Delinquent Assessments shall bear interest at the maximum rate allowed by law from the date when due until paid.

E. The lien of Assessments shall be considered a restriction and servitude running with the land.

#### Section 7.02 Initial Reserve Assessment.

A. The Initial Reserve Assessment for single family Residential and Commercial or Institutional Plots shall be paid at the time a Plot is sold from the DECLARANT to an OWNER.

B. The Initial Reserve Assessment for multifamily Residential Plots shall be paid at the time the Plot is sold by the Person who constructed the multifamily Improvement on the Plot or when the Plot is actually used for Residential purposes, whichever occurs first. The NEIGHBORHOOD shall have a lien on multifamily Residential Plots from the time the Plot is sold by DECLARANT in an amount equal to the total Initial Reserve Assessments which will be payable for such Plot. The NEIGHBORHOOD may record a Claim of Lien against such Plot as described in Section 7.08, but shall not be entitled to bring an action to foreclose the lien until thirty (30) days after the Assessment is due in accordance with this Section 7.02(B). The NEIGHBORHOOD shall issue partial releases of Liens if the Plot is subdivided and sold as multifamily Plots or when multifamily Plots are used for Residential purposes provided that the Assessment is paid in accordance with this Section 7.02(B).

C. In the event DECLARANT retains ownership of Commercial or Institutional Plots for its own use, it shall pay the Initial Reserve Assessment at the time the Plot is used for Commercial or Institutional purposes.

D. The amount of such Assessment shall be established in accordance with the NEIGHBORHOOD By-Laws.

#### Section 7.03 Annual Assessment.

A. An Annual Assessment may be levied against all nonexempt Plots. The method of levying an amount of such Assessment shall be determined in accordance with the Bylaws of the NEIGHBORHOOD. If Assessed Value is used in computing the Annual Assessments, it shall be the tax assessed valuation (total assessment for land and improvements exclusive of homestead exemption, if any) of each Plot for ad valorem tax purposes on the most recent Collier County tax roll.

B. The NEIGHBORHOOD may collect a partial Annual Assessment in an amount lesser than that approved and thereafter collect supplemental Annual Assessments in an assessment year, provided that the sum of all partial Annual Assessments collected in the assessment year does not exceed the amount approved in accordance with the Bylaws.

#### Section 7.04 Commencement of Annual Assessments and Due Dates.

A. Except as provided in Section 7.06 below, Annual Assessments levied under Section 7.03 shall commence on the first day of the month following:

1. As to single family Residential Plots, twelve months after the Plot is sold by DECLARANT or upon the issuance of a certificate of occupancy for such Plot, whichever occurs first;

2. As to multifamily Residential Plots, after the Plot is sold by the Person who constructed the multifamily Improvement on the Plot, when the Plot is actually used for Residential purposes, or one (1) year after the issuance of a certificate of occupancy for such Plot, whichever occurs first; and

3. As to Commercial Plots and Institutional Plots, the occupancy of the Plot for Commercial or Institutional purposes, as the case may be, or the expiration of one year after the issuance of a certificate of occupancy, whichever occurs first.

B. The first Assessment shall be adjusted according to the number of months remaining in the assessment period.

C. The NEIGHBORHOOD shall determine the amount of the Assessments against each Plot, provide notice of the Assessments and establish an annual due date in accordance with the Bylaws.

#### Section 7.05 Special Assessments.

In addition to the Initial Reserve Assessment and the Annual Assessments authorized above, the NEIGHBORHOOD may levy, in any assessment year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement on the NEIGHBORHOOD'S property or Common Area, including fixtures and personal property related thereto, any other major unanticipated cost incurred by the NEIGHBORHOOD, or charges arising pursuant to Sections 9.04, 9.05 or 9.06 herein. Such special assessment must have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this pur-

Section 7.06 Declarant Assessment.

A. Until such time as the Class B membership shall expire, the DECLARANT shall be exempt from the payment of any Assessments levied under Sections 7.03 and 7.05. In lieu of such Assessments, the DECLARANT shall pay an Assessment for all Plots it owns in an amount equal to the budget deficit, if any, of the NEIGHBORHOOD. Such deficit shall be the difference between the amount collectible from other assessable Plots and the budgeted operating expenses, with the exception of the reserves, of the NEIGHBORHOOD.

B. Upon and after the expiration of the Class B membership, the DECLARANT shall pay, as determined by the DECLARANT, either the budget deficit, if any, or 25% of the Assessments levied under Sections 7.03 and 7.05, on any Unimproved Plot it owns and on any Improved Plot it owns that has not been occupied. The DECLARANT shall pay 100% of Assessments for any Plot it owns that is or has been occupied.

Section 7.07 Exempt and Partially Exempt Property.

The following property is exempt from the payment of any Assessments:

1. Any property owned by or leased to the COMMUNITY or NEIGHBORHOOD.
2. The COMMUNITY'S Common Areas.
3. NEIGHBORHOOD Common Areas.
4. Property owned by a governmental agency and used solely for a public purpose.

Section 7.08 Lien.

A. If any Assessment, or any installment thereof, is not paid within thirty (30) days following the due date, the NEIGHBORHOOD may declare the entire assessment immediately due and payable. The NEIGHBORHOOD at any time thereafter record in the Public Records a Claim of Lien against the Plot for which the Assessment was due and bring an action to foreclose the lien in the manner in which mortgages on real property are foreclosed. The NEIGHBORHOOD may also bring an action at law against an OWNER to pay his personal obligations to the NEIGHBORHOOD.

B. The Claim of Lien shall include a description of the property encumbered, the OWNER'S name, the amount then due and the date when due.

C. No OWNER shall be relieved of the liability for payment of Assessments because of nonuse or abandonment of a Plot.

D. No OWNER may waive or otherwise escape liability for the payments provided for herein by nonuse or abandonment of his Plot.

Section 7.09 Priority and Extinguishment of the Lien.

A. The lien herein created is specifically declared to be subordinate and inferior to the lien and operation of any first mortgage encumbering the Plot in question given by the OWNER to an institutional mortgagee. For the purpose of this section, an institutional mortgagee shall be a bank, savings and loan association, insurance company, union pension fund or any agency of the United States government, or any person given a mortgage insured by the Federal Housing Administration, the Veterans Administration, Federal National Mortgage Association, or any branch or agency of the United States government or the government of the State of Florida. Furthermore, the term "institutional mortgagee" shall be deemed to include any mortgage that DECLARANT shall declare by instrument in writing and place of record among the public records of Collier County, Florida, to be an institutional mortgagee.

B. In the event the lien herein created is extinguished by the sale or transfer of a Plot pursuant to a foreclosure of a first mortgage, such delinquent Assessments which were extinguished may be reallocated and assessed to all of the Plots in the NEIGHBORHOOD. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Plot from liability for, nor the Plot from the lien of, any Assessments arising thereafter.

C. The lien herein created is specifically declared to be inferior to any lien created or imposed by the COMMUNITY Association.

Section 7.10 Purpose of Assessments.

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Areas.

Section 7.11 Maximum Annual Assessment.

Until January 1 of the year immediately following the conveyance of the first Plot to an Owner, the maximum annual assessment shall be \_\_\_\_\_ dollars (\$ \_\_\_\_\_) per Plot.

(a) From and after January 1 of the year immediately following the conveyance of the first Plot to an Owner, the maximum annual assessment may be increased each year by not more than a percentage reflecting any increase in the Consumer Price Index--All Categories above the maximum assessment for the previous year without a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(b) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 7.12 Notice and Quorum for Any Action Authorized Under Article VII.

Written notice of any meeting called for the purpose of taking any action authorized under this Article VII shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7.13 Uniform Rate of Assessment.



Both annual and special assessments must be fixed at a uniform rate for all Plots and may be collected on a monthly basis.

Section 7.14 Effect of Nonpayment of Assessments: Reversion of the Association.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate not to exceed the maximum rate allowable by law. Said rate shall be determined by the Association from time to time but not less frequently than on an annual basis. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Plot.

Section 7.15 Amendment.

This Article may be amended from time to time through the By-Laws of the Association.

ARTICLE VIII  
RESTRICTIONS

Section 8.01 Use Restrictions.

The Properties may be used for those purposes as provided in the DECLARANT'S Master Development Plan. DECLARANT reserves solely unto itself the right and the power to assign and reassign various land uses to real property within ORANGE TREE and this NEIGHBORHOOD.

Section 8.02 Approval of Plans and Specifications.

A. DECLARANT shall have the authority to enforce the provisions of this Article so long as DECLARANT owns property in ORANGE TREE for development.

B. No Improvement shall be constructed, altered, planted, removed or maintained, including Improvements undertaken by the COMMUNITY or this NEIGHBORHOOD Association, without the prior written approval of the DECLARANT regarding (1) the harmony of its exterior design and location in relation to, and its effect upon surrounding structures and the overall community design; (2) the character of the exterior materials; and (3) the quality of the exterior workmanship. The DECLARANT may, but is not required to, promulgate Design Review Guidelines from time to time and require that the construction of the Improvements be done in accordance therewith.

C. Each OWNER shall, prior to the commencement of any Improvement, submit such documents and materials as may be required by DECLARANT, including, but not limited to:

1. Initial plans to include a site analysis, schematic landscape plan, floor plan and exterior elevations;

2. Final plans to include color and material selections, landscape plan, final site plan and a complete set of construction plans and specifications.

D. After receipt of each required submittal, the DECLARANT shall in writing approve, reject or approve subject to changes, such required plans, proposals and specifications as are submitted to it.

E. If any Improvement is constructed or altered without the prior written approval of the DECLARANT, the OWNER shall, upon demand of the DECLARANT, cause such Improvement to be removed, dismantled or restored in order to comply with the requirements of this Section. The OWNER shall be liable for the payment of all costs of such removal or restoration, including all costs and attorneys' fees incurred by the DECLARANT. Such costs may also be the basis for an individual Assessment. The DECLARANT is specifically empowered to enforce the architectural and landscaping provisions of this Declaration by any legal or equitable remedy. In the event that it becomes necessary to resort to litigation to determine the propriety of any constructed Improvement or to remove any unapproved Improvement, the DECLARANT shall be entitled to recovery of court costs, expenses and attorneys' fees in connection therewith. In the event that any OWNER fails to comply with the architectural and landscape provisions contained herein, the DECLARANT may, in addition to all other remedies contained herein, record against the OWNER'S plot a notice stating that the Improvements on the parcel fail to meet the requirements of the COMMUNITY or NEIGHBORHOOD restrictions.

F. The DECLARANT may impose standards for construction and alteration of Improvements which may be greater or more stringent than standards prescribed in applicable building, zoning or other local development codes. However, the approval, rejection or withholding of any approval by the DECLARANT of the plans, proposals specifications and the location of all structures, and every alteration of any structure shall not be construed or interpreted as a representation or determination by the DECLARANT or the NEIGHBORHOOD that any building, plumbing, electrical code or other applicable governmental regulation or requirement has or has not been properly met by the OWNER. Each OWNER shall be responsible for obtaining all necessary technical data and for making application to and obtaining the approval of Collier County and any other appropriate governmental agencies prior to commencement of any work or construction. The DECLARANT shall be entitled to enter upon any Plot during construction of an Improvement to ensure compliance with approved plans and specifications. Neither the DECLARANT, the Directors or Officers of the NEIGHBORHOOD, nor any Person acting on behalf of any of them shall be responsible for any defects in plans or specifications, nor for defects in any Improvements constructed pursuant thereto.

G. The DECLARANT may adopt a schedule of reasonable fees for processing requests for approval. Such fees, if any, shall be payable to the DECLARANT at the time that the plans and specifications and other documents are submitted to the DECLARANT. The payment of such fees, as well as other expenses of the DECLARANT required to be paid by a Plot OWNER shall be deemed to be an individual Assessment, enforceable against the OWNER and the Plot as provided hereinabove. Neither the DECLARANT, the Directors or Officers of the COMMUNITY, nor any Person acting on behalf of any of them, shall be liable for any costs or damages incurred by any OWNER within ORANGE TREE or any other party whatsoever, due to any mistake in judgment, negligence or any action of the DECLARANT in connection with the approval or disapproval of plans and specifications. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

Section 8.03 Colors.

No exterior colors on any structure shall be permitted that, in the sole judgment of the DECLARANT, would be inharmonious or incongruous with ORANGE TREE or The Properties. Any future exterior color changes desired by OWNER must be first approved in writing by the DECLARANT in accordance with Section 8.02.

Section 8.04 Factory-Built Structures.

No structure of any kind that is commonly known as "factory-built", "modular", or "mobile home" type of construction shall be erected without the prior written permission of the DECLARANT.

Section 8.05 Landscaping.

All areas not covered by structures, walkways, paved parking facilities or areas approved by DECLARANT to be left in their natural state shall be maintained by the owner, including the watering thereof as needed, as lawn or landscape areas, to the pavement edge of any abutting streets and to the waterline of any abutting lakes, canals or water management areas. No stone, gravel, or paving of any type shall be used as a lawn unless approved as part of the final landscape plan. All landscaping shall be accomplished in accordance with a plan approved by the DECLARANT which shall be submitted prior to clearing of any Plot for construction. All required lawns and landscaping shall be completed at the time of completion of the structure, as evidenced by the issuance of a Certificate of Occupancy by the appropriate governmental agency, and shall be kept in good and living condition by OWNER.

Section 8.06 Driveways and Parking Areas.

No gravel, blacktop or other paved residential parking strips will be allowed unless first approved in writing by the DECLARANT. Driveways and parking areas must be constructed with materials as first approved in writing by the DECLARANT.

Section 8.07 Underground Utility Lines.

All electric, telephone, gas and other utility lines must be installed underground.

Section 8.08 Antennas and Flagpoles.

No outside antennas, antenna poles, antenna masts, satellite television reception devices, electronic devices, antenna towers or citizen band (CB) or amateur band (ham) antennas shall be permitted except as approved in writing by the DECLARANT. A flagpole for display of the American flag or any other flag shall be permitted if first approved in writing by the DECLARANT. Both its design and location must be first approved in writing by the DECLARANT. An approved flagpole shall not be used as an antenna.

Section 8.09 Temporary and Accessory Structures.

No tents or temporary structures shall be permitted unless their size, appearance and temporary location on the Plot have first been approved in writing by the DECLARANT. Any signs to be used in conjunction with any tent or temporary structure must also be approved in writing by the DECLARANT. Adequate landscaping shall be installed and maintained by the OWNER around any temporary structure in sufficient density so that it shall not be readily visible from any adjacent Street or properties. No accessory structure shall be permitted except with the prior written approval of the DECLARANT.

Section 8.10 Outdoor Equipment.

All garbage and trash containers, oil tanks, bottled gas tanks, swimming pool equipment, housing and sprinkler pumps and other such outdoor equipment must be placed underground, walled-in or placed in sight-screened or fenced-in areas so that they shall not be readily visible from any adjacent streets or properties. Otherwise, adequate landscaping shall be installed around these facilities and maintained by the OWNER. All mailboxes shall be either purchased from the COMMUNITY or the NEIGHBORHOOD Associations by the OWNER or be approved by the DECLARANT prior to installation. No newspaper tubes or driveway reflectors shall be installed on any Plot. All outside spigots shall be connected to potable water only.

Section 8.11 Air Conditioning and Heating Equipment.

All air conditioning and heating units shall be shielded and hidden so that they shall not be readily visible from any adjacent Streets or properties. Wall air conditioning units may be permitted only upon the prior written approval of the DECLARANT. Window air conditioning units shall not be permitted.

Section 8.12 Solar Collectors.

Construction of any Solar collector shall not begin until DECLARANT has given approval of the location of and materials used in the construction of such solar collector.

Section 8.13 Signs.

No signs, freestanding or otherwise installed, shall be erected or displayed on any Plot or structure, unless the placement, character, form, size, lighting and time of placement of such sign is first approved in writing by the DECLARANT. All signs must also conform with governmental codes and regulations and with any master design plans for signs established by DECLARANT.

Section 8.14 Walls, Fences and Shutters.

No wall or fence shall be constructed on any Plot until its height and location shall have first been approved in writing by the DECLARANT. The height of any wall or fence shall be measured from the existing property elevations. Any dispute as to height, length, type, design, composition or material shall be resolved by the DECLARANT, whose decision shall be final. Hurricane or storm shutters may be used on a temporary basis, but shall not be stored on the exterior of any structure unless approved by DECLARANT.

Section 8.15 Lighting.

All exterior lighting of a Plot shall be accomplished in accordance with a lighting plan approved in writing by the DECLARANT.

Section 8.16 Clothes Drying Area.

No outdoor clothes drying area shall be allowed unless approved in writing by the DECLARANT.

Section 8.17 Trucks, Commercial Vehicles, Recreation Vehicles, Mobile Homes, Boats, Campers and Trailers.

A. No Commercial vehicle of any kind shall be permitted to be parked on a Plot for a period of more than four (4) hours unless such vehicle is necessary in the actual construction or repair of a structure or for ground maintenance, or unless otherwise approved by the Association either in its By-Laws or on a case by case basis.

B. No truck, commercial vehicle, and no recreation vehicle shall be permitted to be parked overnight unless kept fully enclosed inside a structure.

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

D. A truck or commercial vehicle may be parked on a Commercial Plot for periods of more than four (4) hours, provided that such a vehicle is necessary and incident to the activities permitted on the Plot. Overnight parking of such a vehicle is permitted only to the rear of a principal structure on a Commercial Plot.

E. None of the aforementioned vehicles shall be used as a domicile or residence, either permanently or temporarily.

F. Paragraphs A through E shall not be deemed to prohibit any temporary facility permitted pursuant to Section 8.09.

#### Section 8.18. Pets and Animals.

A. Commonly accepted household pets such as dogs, cats and birds may be kept in reasonable numbers. All animals shall be contained on the OWNER'S Plot and shall not be permitted to roam freely. All animals shall be on a leash when outside the OWNER'S lot.

B. Commercial activities involving pets shall not be allowed except that reasonable commercial activities may be permitted on a Commercial Plot upon the written approval of the COMMUNITY. The COMMUNITY, with regard to Commercial Plots, and the DECLARANT, with regard to noncommercial Plots, may establish limits on the number and kind of pets that may be kept or permitted to be kept on any Plot.

C. No horses, cows, hogs, pigs, swine, goats, chickens, pigeons or any other such animals, fowl or reptiles shall be kept on any of The Properties.

#### Section 8.19. Maintenance of Premises.

No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any Plot and no refuse or unsightly objects shall be placed or allowed to remain upon any Plot. All lawn, landscaping and sprinkler systems and any property, structure, improvements and appurtenances shall be kept in a safe, clean, orderly and attractive condition, and all structures shall be maintained in a finished, painted and attractive condition.

#### Section 8.20. Water Management and Drainage Areas.

A. No structure of any kind shall be constructed or erected, nor shall an OWNER in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water in any portion of a water management and drainage area reserved for, or intended by DECLARANT to be reserved for, drainage ways, sluceways or for the accumulation of runoff waters, as reflected in any plat or instrument of record, without the specific written permission of the COMMUNITY and the DECLARANT.

B. An OWNER shall in no way deny or prevent ingress and egress by DECLARANT or the COMMUNITY to such water management and drainage areas for maintenance or landscape purposes. The right of ingress and egress, and easements therefor are hereby specifically reserved and created in favor of the DECLARANT, the COMMUNITY, or any appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress.

C. No Plot shall be increased in size by filling in any water retention or drainage areas on which it abuts. OWNERS shall not fill, dike, rip-rap, block, divert or change the established water retention and drainage areas that have been or may be created by easement without the prior written consent of the COMMUNITY and the DECLARANT.

#### Section 8.21. Nuisances.

Nothing shall be done which may be or may become an annoyance or nuisance to any Person or to a Neighborhood. No obnoxious, unpleasant or offensive activity shall be carried on, nor shall anything be done, which can be reasonably construed to constitute a nuisance, public or private in nature. No automobile or other vehicle mechanical repairs or like activity shall be conducted on any lot, Unit or Parcel other than in a garage and concealed from public view. Any question with regard to the interpretation of Section 8.21 shall be decided by the COMMUNITY whose decision shall be final.

#### Section 8.22. DECLARANT'S and the COMMUNITY'S Exculpation.

The NEIGHBORHOOD and DECLARANT may grant, withhold or deny its permission or approval in any instance where its permission or approval is permitted or required without liability of any nature to OWNER or any other Person for any reason whatsoever, and any permission or approval granted shall be binding upon all Persons.

#### Section 8.23. Subdivision and Regulation of Land.

A. No Plot shall be divided or subdivided without the express written consent of DECLARANT, who may impose certain requirements on OWNER to comply with the provisions of the Master Development Plan. DECLARANT shall assign the number of dwelling units for each Residential Plot, and the authorized square footage for each Commercial or Institutional Plot, which limits shall not be increased by any OWNER and shall not be exceeded without the prior express written approval of DECLARANT, which approval may be denied at the sole discretion of DECLARANT. Any action taken by DECLARANT or an OWNER pursuant to this paragraph shall be in accordance with local zoning.

B. No covenant, condition, restriction or other provision of this Declaration shall be construed in any manner as limiting or preventing any Plot, and the improvements thereon, from being submitted to a plan of condominium ownership. A condominium shall not be construed as constituting a subdivision of any Plot, pro-

vided that the number of Residential Units in the condominium is not greater than the number of Residential Units assigned to the Plot.

C. An OWNER shall not inaugurate or implement any variation from, modification to or amendment of the Master Development Plan or any other governmental plans, land development regulations, development orders or development permits applicable to ORANGE TOWNSHIP, to The Properties or to any Plot, without the prior written approval of DECLARANT.

Section 8.24. OWNER and Member Compliance.

A. The protective covenants, conditions, restrictions and other provisions of this Declaration shall apply not only to OWNERS, and Persons to whom an OWNER has delegated his right of use to any COMMUNITY Common Area, Neighborhood Common Area or property, if any is created, but also to any other Person occupying an OWNER'S Plot under lease from the OWNER or by permission or invitation of the OWNER or his tenants, expressed or implied, licensees, invitees or guests.

B. Failure of an OWNER to notify any Person of the existence of the covenants, conditions, restrictions, and other provisions of this Declaration shall not in any way act to limit or divest the right of DECLARANT, the COMMUNITY or any Neighborhood Association to enforce the provisions of this Declaration. The OWNER shall be responsible for any and all violations of these provisions by his tenants, delegates, licensees, invitees or guests, and by guests, licensees and invitees of his tenants.

ARTICLE IX  
PROPERT Y MAINTENANCE

Section 9.01 Purpose and Authority.

The COMMUNITY and NEIGHBORHOOD shall regulate the maintenance of the Properties and the Improvements thereon to create and conserve a quality environment for the OWNER and occupants and to protect the investment and enhance the value of The Properties.

Section 9.02 Maintenance Requirement.

A. In order to protect property values and to conserve the environment, maintenance of any of the COMMUNITY'S or NEIGHBORHOOD'S Common Areas, servitudes or Improvements thereon shall be in full accordance with the restrictions and guidelines established pursuant to this Article and Article VIII. No situation shall be allowed to exist or continue that may be or could become an annoyance or nuisance to the Members of the COMMUNITY or NEIGHBORHOOD.

B. The preceding requirements of this Section shall also apply to any Plot, any Neighborhood Common Area or Improvement in the event that the Neighborhood Association fails to perform and enforce effectively comparable maintenance regulation provisions, as determined by the COMMUNITY. The cost of such maintenance regulation shall be assessed to any such Plot or Neighborhood Association and shall not be subject to the limitation of the Assessments in Sections 7.03 and 7.04.

C. The DECLARANT shall be entitled to enforce the provisions of this Article if the NEIGHBORHOOD fails to do so. The provisions of Section 3.03 shall apply to this paragraph.

Section 9.03 Guidelines.

A. The COMMUNITY may develop and promulgate policy guidelines for the application of property maintenance provisions set forth in the Declaration. The policy guidelines may include (a) procedures, (b) aspects and objectives of property maintenance regulations, and (c) general principals and broad standards used as criteria in determining the achievement of the required objectives.

B. In addition to such policy guidelines for achieving the required objectives in particular maintenance problems frequently encountered in The Properties, the COMMUNITY may develop and promulgate typical specific practices that are generally acceptable and unacceptable. The policy guidelines and any such specific practices are intended to assist the COMMUNITY, OWNERS and Residents in the ongoing process of appropriate maintenance of the Plots and Common Areas.

C. The NEIGHBORHOOD may establish guidelines in addition to the COMMUNITY'S so long as such guidelines are not in conflict with those promulgated by the COMMUNITY. In the event of any conflict, the COMMUNITY guidelines shall prevail.

Section 9.04 Mandatory Maintenance of Individual Property.

A. Lot Upkeep. After acquiring title from DECLARANT, all OWNERS of Lots, Units or Parcels whether or not improved by a dwelling, shall, as a minimum, keep the grass regularly cut and all trash and debris removed.

B. Lawns. Each Lot, Unit or Parcel acquired from the DECLARANT on which there is a completed dwelling shall be maintained in a neat condition by the OWNER thereof. In this context, the words "Lot", "Unit" or "Parcel" shall include that portion of property from the boundary of the Lot, Unit or Parcel to the adjacent paved road surface. "Neat" shall require, at a minimum, that the lawn be regularly cut, watered and fertilized and that mulched areas be regularly raked and kept weeded so that its appearance is in harmony with the neighborhood. All Lots, Units or Parcels must have grassed front, side and rear. No gravel or similar type lawns are permitted.

C. Water Retention Areas. Each OWNER of a Lot which borders a water retention area shall maintain any portion thereof as may be within the boundary of his Lot. Such maintenance shall include removal of aquatic weeds and debris. Swimming or bathing in water retention areas shall be prohibited. Docks or other structures may not be erected in water retention areas without the prior written consent of the COMMUNITY and NEIGHBORHOOD Board of Directors. All other uses of water retention areas shall be subject to the prior written approval of the COMMUNITY and NEIGHBORHOOD Board of Directors, and such rules and regulations as the COMMUNITY and NEIGHBORHOOD Board of Directors may adopt from time to time.

Section 9.05 Optional Maintenance of Individual Property.

The NEIGHBORHOOD may, but is not required to, offer optional exterior maintenance for any Plot. Such exterior maintenance may include (without being limited to) the painting, repair, replacement and care of

roofs, gutters, downspouts, the exterior surfaces of buildings and, to the extent exposed to community view, fences, landscaping, walks and other exterior improvements. When the NEIGHBORHOOD provides maintenance pursuant to the provisions of this Section, the cost may be added to and become part of the Assessment to which the Plot is subject.

Section 9.06 Corrective Maintenance of a Plot.

In the event an OWNER of any Plot in The Properties shall fail in his obligation to maintain the premises and the Improvements situated thereon in compliance with comparable requirements and guidelines set out in this Declaration or by the COMMUNITY or the NEIGHBORHOOD Association, either the COMMUNITY or the NEIGHBORHOOD Association, after approval by a two-thirds (2/3rds) vote of its Board, shall have the right, through its agents and employees, to enter upon said Plot and to repair, maintain and restore the Plot and the exterior of the building and any other Improvement erected thereon. The cost of such exterior maintenance shall be added to and become part of the Assessment, to which such Plot is subject.

Section 9.07 Added Assessments.

Any such added Assessment under Sections 9.05, 9.06 or 9.07 above shall not be subject to the limitation of the Assessments in Sections 7.03 and 7.05.

Section 9.08 Entry Rights.

Each OWNER and the NEIGHBORHOOD Association shall permit the COMMUNITY'S Officers, Directors, agents and employees to enter upon the OWNER'S or Neighborhood Association's premises at reasonable times, to maintain the COMMUNITY'S Common Areas and easements, to remove refuse, and to provide the exterior maintenance permitted under this Article. Such entry shall include the right to use of the OWNER'S or NEIGHBORHOOD Association's water, from an outside spigot in reasonable amounts, without compensation to the OWNER or NEIGHBORHOOD Association if used for maintenance on the OWNER'S Plot, the COMMUNITY or a NEIGHBORHOOD Association's Common Areas or the COMMUNITY or NEIGHBORHOOD Association's easement immediately contiguous with said premises. This provision shall not be construed as authorizing the entry into any building located on The Properties unless such entry is necessary to perform corrective maintenance pursuant to Sections 9.06.

ARTICLE X  
GENERAL PROVISIONS

Section 10.01 Public Facilities.

A. In order to supplement the public facilities and services that may be furnished by any local governmental agency, and in order to provide additional facilities and services that may not be otherwise available, DECLARANT is hereby authorized and empowered by all of the OWNERS, when DECLARANT in its sole discretion determines that it is necessary or desirable, to act on their behalf to provide or contract with other persons for the installation of a water plant and supply system, irrigation water system, mosquito control facilities, fire fighting facilities, a gas system, a sewage disposal plant and sanitary sewer system, and any other facilities or services customarily furnished or provided by local governmental agencies and not furnished or provided by the NEIGHBORHOOD pursuant to Article IV. Any services provided by DECLARANT hereunder and any facilities owned by DECLARANT may, in DECLARANT'S discretion, be transferred to the COMMUNITY, NEIGHBORHOOD or OWNERS of Plots who are not permitted to utilize any outside services if such services are provided by the DECLARANT, COMMUNITY, or NEIGHBORHOOD pursuant to this Article or Article IV.

B. Each OWNER shall install, subject to the written approval of DECLARANT and the COMMUNITY, if applicable, all sewer connections so that direct connections can be made to the nearest Street, alley, main or collection lines and the plan for such sewer connections shall be submitted to DECLARANT and the COMMUNITY, if applicable, for approval prior to commencement of said construction. No OWNER shall install any potable or irrigation well or draw irrigation water from any lake or drainage area without the prior written approval of DECLARANT and the COMMUNITY and if permission is granted, the OWNER may be required to connect to central potable or irrigation water system when available and thereafter to discontinue any private well or system. The COMMUNITY and/or the DECLARANT, whichever is applicable, in its sole judgment, shall determine when an OWNER must connect to central potable or irrigation water systems and disconnect any private system.

Section 10.02 Declaration and General Protective Covenants Run With the Land.

The covenants, reservations, restrictions and other provisions of this Declaration shall run with and bind The Properties subject hereto and shall inure to the benefit of the DECLARANT or any OWNER subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of thirty (30) years from the date this Declaration is recorded.

Section 10.03 Commencement and Completion of Construction.

A. After a Plot is sold by the DECLARANT, construction shall commence thereon within a reasonable time in accordance with the plans and specifications approved by the DECLARANT.

B. Once construction has begun, work thereon must be prosecuted diligently and completed within a reasonable time. If for any reason work is discontinued or there is no substantial progress toward completion for a continuous sixty (60) day period, then DECLARANT and the COMMUNITY shall have the right to notify the OWNER of its intentions herein, enter the Plot and take such steps as might be required to correct the undesirable appearance. The reason for such correction shall be solely in the discretion of DECLARANT and the COMMUNITY and may include but not be limited to aesthetic grounds. The OWNER shall be liable for all costs incurred in such action as provided in Section 3.03.

Section 10.04 Nonliability of DECLARANT.

The DECLARANT shall not in any way or manner be held liable or responsible for any violation of these covenants, conditions, restrictions or other provision by any Person other than itself.

Section 10.05 Amendment.

In addition to any other right of amendment or modification provided for in this Declaration, in which case those provisions shall apply, this Declaration may be amended with the consent of two-thirds (2/3rds) of the membership of the Association.

Section 10.06 Other Documents.

DECLARANT, the COMMUNITY, any Neighborhood Association, or other entity provided for herein or in any applicable recorded instrument shall have such rights, powers, duties, and privileges as set forth herein or in the Articles of Incorporation, Bylaws, Rules and Regulations and other constituent documents of such entity; however, no such entity may have rights, duties, powers or privileges that are in conflict with the General Declaration of Orange Tree or Rules and Regulations in which event the General Declaration or Rules and Regulations shall prevail.

Section 10.07 Severability.

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

Section 10.08 Dissolution.

In the event of dissolution of the NEIGHBORHOOD, in accordance with the terms of its Articles of Incorporation, each Plot shall continue to be subject to the Annual Assessment specified in Article VII and each OWNER shall continue to be personally obligated to DECLARANT or the successor or assign of the NEIGHBORHOOD as the case may be, for such Assessment to the extent that such Assessments are required to enable DECLARANT or any such successor or assign acquiring any real property previously owned by the NEIGHBORHOOD to properly maintain, operate and preserve it. The provisions of this Section 10.08 shall only apply with regard to the maintenance, operation and preservation of property which has been NEIGHBORHOOD Common Area and continues to be so used, as otherwise provided for in Article IV for the common use, enjoyment and benefit of the OWNERS.

Section 10.09 Gender.

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

Section 10.10 Notices.

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

B. To COMMUNITY. Notice to the COMMUNITY as may be required herein or the Bylaws of the COMMUNITY shall be in writing and delivered or mailed to the COMMUNITY at its principal place of business as shown by the records of the Secretary of State of Florida, or any other location designated by the COMMUNITY.

C. To NEIGHBORHOOD. Notice to the NEIGHBORHOOD as may be required herein or the Bylaws of the NEIGHBORHOOD shall be in writing and delivered or mailed to the NEIGHBORHOOD at its principal place of business as shown by the records of the Secretary of State of Florida, or any other location designated by the NEIGHBORHOOD.

D. To OWNER. Notice to any OWNER of a violation of any of these restrictions, or any other notice as may be required herein shall be in writing and shall be delivered or mailed to the OWNER at the address shown on the tax rolls of Collier County, Florida, or if not shown thereon, to the address of the OWNER, as shown on the deed recorded in the Public Records of Collier County, Florida.

Section 10.11 Construction.

The provision of this Declaration shall be liberally interpreted and construed to provide maximum flexibility consistent with the Master Development Plan and the purposes set forth herein, including the Preamble.

Section 10.12 Enforcement.

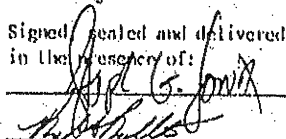
The COMMUNITY or NEIGHBORHOOD Associations or any OWNER, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Associations or by an OWNER to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If a person or party is found in the proceedings to be in violation of, or attempting to violate, the provisions of this Declaration, he shall bear all expenses of the litigation, including court costs and reasonable attorney's fees, for all trial and appellate proceedings incurred by the party enforcing the provisions of this agreement. DECLARANT shall not be obligated to enforce this Declaration and shall not in any way or manner be held liable or responsible for any violation of this Declaration by any person other than itself.

Section 10.13 Annexation.

Additional residential property and Common Areas may be annexed to the Properties with the consent of two-thirds (2/3) of the members.

IN WITNESS WHEREOF, the undersigned has executed this instrument on this 8 day of Sept, 1987.

Signed, sealed and delivered  
in the presence of:



  
A. GOL, Trustee

STATE OF FLORIDA  
COUNTY OF BROWARD

Before me, a Notary Public authorized to take acknowledgments in the State and County set forth above, personally appeared AMNON COHAN, Trustee, known to me and known by me to be the person who executed the foregoing, and he acknowledged before me that he signs for the purposes expressed therein.

WITNESS my hand and seal this 8 day of Sept., 1987.

*Ruth J. Garcia*  
Notary Public  
My Commission Expires:

186:NAIKR/11/2-17-87

Notary Public, State of Florida  
My Commission Expires Feb. 15, 1989  
Bonded thru Troy Fair - Insurance, Inc.

EXHIBIT "A"

LEGAL DESCRIPTION

AS TO UNIT 1:

All of NORTH GOLDEN GATE, UNIT 1, a Subdivision of portion of Sections 22, 23, 26 and 27, Township 48 South, Range 27 East, lying and being in Collier County, Florida, and being more particularly described in the recorded plat thereof in Plat Book 9 at Pages 12 to 28, inclusive, according to the Public Records of Collier County, Florida, less and except State Road 5-846, Collier County, Florida.

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AS TO UNIT 2:

All of NORTH GOLDEN GATE, UNIT 2, a Subdivision of portions of Section 11 and Section 14, Township 48 South, Range 27 East, Collier County, Florida, being more particularly described in the recorded Plat thereof recorded in Plat Book 9 at Pages 29 through 43, inclusive, according to the Public Records of Collier County, Florida, less State Road 5-846, Collier County, Florida.

AS TO UNIT 3:

All of NORTH GOLDEN GATE, UNIT 3, a Subdivision of portions of Sections 23, 24, 25 and 26, Township 48 South, Range 27 East, according to the recorded Plat thereof, recorded in Plat Book 9 at Pages 123 through 142, inclusive, according to the Public Records of Collier County, Florida, less portions formerly conveyed by Warranty Deed recorded in Official Records Book 623 at Page 80, more particularly described as Tract "A" in Block 546 and Tract "B" in Block 547 of NORTH GOLDEN GATE, UNIT 3, according to the Plat thereof recorded in Plat Book 9 at Pages 125 through 142, inclusive of the Public Records of Collier County, Florida.

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OR BOOK

AS TO UNIT 4:

All of NORTH GOLDEN GATE, UNIT 4, a Subdivision of portions of Sections 24 and 25, Township 48 South, Range 27 East, and portions of Sections 15 and 16, Township 48 South, Range 28 East, Collier County, Florida, being more particularly described in the recorded Plat thereof recorded in Plat Book 9 at Page 52 through 60, inclusive, according to the Public Records of Collier County, Florida.

AS TO UNIT 5:

All of NORTH GOLDEN GATE, UNIT 5, a Subdivision of portions of Sections 11, 12, 13 and 14, Township 48 South, Range 27 East and portions of Sections 7 and 16, Township 48 South, Range 28 East, Collier County, Florida, being more particularly described in the recorded Plat thereof recorded in Plat Book 9 at Pages 65 through 72, inclusive, according to the Public Records of Collier County, Florida.

AS TO UNIT 6:

All of NORTH GOLDEN GATE, UNIT 6, a Subdivision of portions of Section 13 and 14, Township 48 South, Range 27 East, Collier County, Florida, being more particularly described in the recorded Plat thereof in Plat Book 9 at pages 74 through 84, inclusive, according to the Public Records of Collier County, Florida.

AS TO UNIT 7:

All of NORTH GOLDEN GATE, UNIT 7, a Subdivision of portions of Sections 13, Township 48 South, Range 27 East, and a portion of Section 18, Township 48 South, Range 28 East, Collier County, Florida, being more particularly described in the recorded Plat thereof in Plat Book 9 at Pages 85 through 97, inclusive, according to the Public Records of Collier County, Florida.



Section 9.04, 9.05 or 9.06 herein. Such special assessment must have the assent of a majority of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 7.11. Maximum Annual Assessment.

A. The Board of Directors may fix the annual assessment in an amount not in excess of the prior year's assessment plus adjustment for the cost of living using the consumer index-all categories.

B. Assessments to be made by a majority vote of all votes entitled to be made at the meeting as long as a quorum is present.

Section 7.12. Notice and Quorum for Any Action Authorized Under Article VII.

Written notice of any meeting called for the purpose of taking any action authorized under this Article 7 should be sent to all members not less than ten (10) days and no more than sixty (60) days in advance of the meeting. The presence of members or of proxies entitled to fifty percent (50%) of votes shall constitute a quorum.

Section 7.15. Amendment.

This article may be amended from time to time through the By-laws of the Association or by majority vote.

Section 10.05. Amendment.

In addition to any other right of amendment or modification provided for in this Declaration, in which case these provisions shall apply, this Declaration may be amended by a majority vote.

Amendment to Exhibit A - Legal Descriptions

Orangetree Unit One, Citrus Greens Section, Phase 1-A (Plat Book 13, pages 92 and 93); Orangetree Unit Two, Citrus Greens Section, Phase 4-A (Plat Book 14, Page 113); Orangetree Unit Three, Citrus Greens Section, Phase 1-A (Plat Book 14, Page 121); Orangetree Unit Four, Citrus Greens Section, Phase 2-A (Plat Book 14, Pages 124 and 125);

LESS AND EXCEPTING

Parcel 1 of part of Orangetree Unit Three, Citrus Greens Section, Phase 1-A (Plat Book 14, Page 121); all recorded in the Public Records of Collier County, Florida.

IN WITNESS WHEREOF, the undersigned DAVID FRIEDMAN, TRUSTEE, has caused this Amendment to be signed this 26 day of February, 1993.

Paera Stark  
Consetta S. Johnson

DAVID FRIEDMAN, AS TRUSTEE

STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME, a Notary Public, duly authorized to take oaths and acknowledgments personally appeared DAVID FRIEDMAN, TRUSTEE, who is known to me and /or has provided photo identification, as identification and he has severally acknowledged that he executed the foregoing instrument.

WITNESS my hand and official seal at the County and State aforesaid, this 26 day of February, 1993.

Consetta S. Johnson  
Notary Public  
Serial Number

My commission expires:



CONSETTA S. JOHNSON  
My Comm. Expires Oct. 29, 1994  
Commission No: CC 059927

ORANGETREE COMMUNITY ARCHITECTURAL GUIDELINES  
For Citrus Greens at Orangetree, Units One thru Four

Introduction

The following information has been assembled to state the requirements of the Architectural Review Board of the community association of Citrus Greens.

As the developer, we believe that the typical purchaser of a home or homesite in Orangetree is highly interested in the overall effect that each home lends to the overall community. It is not the intention of the Architectural Review Board to limit an individual's ability to express what he thinks is aesthetically pleasing, but to assure that the individual homes, when viewed in a larger sense, create a feeling of harmony throughout the community. To that end, the following design guidelines have been established.

It is hoped that these guidelines will assist homebuyers, builders and architects in the proper designing and building of homes at Orangetree. We highly recommend the use of an architect or professional home designer in planning your home or home alteration.

The criteria listed below are intended only for guidelines and may be altered or adjusted at the sole discretion of the Architectural Review Board, hereinafter called A.R.B. The A.R.B. decision to approve, reject or withhold its approval of plans may be based upon:

1. The harmony of exterior design, color and location in relation to and relative effect upon surrounding structures, vegetation, topography and the overall community design.
2. The character of the exterior materials.
3. The planned quality of exterior workmanship.
4. All other material and relevant factors.

General Criteria:

a. Three sets of construction plans shall be submitted along with specifications, including site plans, landscaping plans, exterior elevations, specific roof materials, roof pitches, exterior finish materials and colors. Locations of driveways shall be clearly indicated.

b. All structures shall have a minimum of 1200 square feet.

of air-conditioned living area excluding garage, entry, lanai or porch areas (subject to variance through architectural review).

c. All garages shall be a minimum of two car capacity. All garages shall be attached.

d. The composition of all pitched roofs shall be tile or shingle, or other composition as approved by the A.R.B.

e. All roofing surfaces shall have a minimum pitch of 4/12, however, flat roofs may be permitted over porches and lanai areas only if these areas are located to the rear of the dwelling.

f. Living area finished floors of all residences shall be a minimum of 18 inches above the crown of the road in front of the residence.

g. Setbacks: All setbacks shall be per the P.U.D. document and county requirements as modified from time to time; which currently are for Citrus Greens at Orangetree.

Front Yard: 25 feet  
Side Yard: 5.5 feet  
Rear Yard: 20 feet

In addition to the above setback requirements, the A.R.B. reserves the right to control and decide the precise location of any dwelling unit or other improvement upon all lots for aesthetic, ecological, topographical and energy considerations, as part of the building approval process.

h. All utility connections shall be run underground.

i. Type of exterior light post, mailbox, etc. and their location on the lot shall be approved prior to installation by the A.R.B. to maintain continuity throughout the community.

j. All dwelling units shall have paved driveways of stable and permanent construction at least 16 feet in width. All driveways shall be constructed of concrete unless otherwise specifically approved by the A.R.B.

k. All walkways, fountains, decks, pool enclosures, shall be approved by the A.R.B. prior to installation. All fences, partitions, privacy walls shall first be approved by the A.R.B. prior to installation.

l. All vegetation to be removed from the building site

shall be approved in writing by the A.R.B. prior to clearing of the site. In order to maintain the natural aesthetics of the community, adjustments to the site plan may be required by the A.R.B.

m. The original builder of a single family residence may place one professional sign on the property in accordance with A.R.B. policy and prior approval thereof. In any event the size and design shall be subject to prior approval by the A.R.B.

n. All structural improvements on any lot shall include an in ground irrigation system with well and pump that provide for total lot coverage. Neither the community central water system nor lake water from any of the community lakes can be used for irrigation.

o. All lots must be fully sodded to road edge and shall meet all County specifications.

p. All lots developed shall be subject to Orangetree Utility Inc. water and sewer impact fees as set from time to time by the Public Service Commission.

q. Cement block, where used, must be stuccoed or veneered with wood, brick or stone. No asbestos shingles, asbestos siding or any type of asphaltic covering shall be used on exterior walls. The use of natural materials rather than synthetic materials is encouraged.

There is specifically reserved unto the A.R.B. the right of entry and inspection upon any lot or other portion of the committed property for the purpose of determination by the A.R.B. whether there exists any construction of any improvement which violates the terms of any approval of the A.R.B. or the terms of the covenants, conditions and restrictions to which the deed associated with such lot or other instrument of conveyance makes reference.

The guidelines offered herein may be altered or adjusted from time to time at the sole discretion of the A.R.B. acting in accordance with the Declaration of Protective Covenants and Restrictions of Orangetree.

CITRUS GREENS AT ORANGE TREE HOMEOWNER'S ASSOCIATION, INC.  
(A Corporation Not For Profit)

FILED  
MAY 24 1960

In compliance with the requirements of the laws of the State of Florida, the undersigned, all of whom are residents of Hollywood, Florida, and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

NAME

The name of the Corporation shall be CITRUS GREENS AT ORANGE TREE HOMEOWNER'S ASSOCIATION, INC.

ARTICLE II

PRINCIPAL OFFICE

The principal office of the Association is located at 3325 Hollywood Boulevard, Suite 305, Hollywood, Florida 33021.

ARTICLE III

REGISTERED AGENT

The street address of the initial registered office of this corporation is 3325 Hollywood Boulevard, Suite 305, Hollywood, Florida, and the name of the initial registered agent of this corporation at that address is Stephen G. Lowitz.

ARTICLE IV

PURPOSE

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Areas within the boundaries of the Orange Tree development, and to promote the health, safety and welfare of the residence within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", application to the property and recorded or to be recorded in the Office of the Clerk of the County Court in and for Collier County, Florida, and the Office of the Secretary of State and as same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) 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;

(d) borrow money, and with the consent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any and all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Areas, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

(g) 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 by law may now or hereafter have or exercise.

#### ARTICLE V

##### MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association.

#### ARTICLE VI

##### VOTING RIGHTS

The Association shall have two (2) classes of voting membership:

Class A. Class A shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds and interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

5) on October 1, 2016.

ARTICLE VII

BOARD OF GOVERNORS

The affairs of this Association shall be managed by a Board of not less than three (3) nor more than forty (40) Governors, who need not be members of the Association. The number of governors may be changed by amendment of the By-Laws of the Association. The Board of Governors shall be elected by the members of the corporation and shall be elected annually. The Board of Governors shall elect or appoint a President, Vice President, Secretary, Treasurer and Assistant Secretary. The duties of the officers shall be as prescribed by the By-Laws of the Corporation. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

Stephen G. Lowitz                    3325 Hollywood Boulevard  
Suite 305  
Hollywood, Florida 33021

David Friedman                    4700P Sheridan Street  
Hollywood, Florida 33021

Amnon Golan                    4601 Sheridan Street  
Suite 201  
Hollywood, Florida 33021

ARTICLE VIII

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. 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 such similar purposes.

ARTICLE IX

DURATION

The Corporation shall exist perpetually.

ARTICLE X

AMENDMENT TO ARTICLES OF INCORPORATION

The Articles of Incorporation may be amended, altered or rescinded by the Board of Governors upon the affirmative vote of two-thirds (2/3) of the members.

ARTICLE XI

AMENDMENT TO BY-LAWS

The By-Laws of the Corporation may be amended, altered or rescinded by the Board of Governors upon the affirmative vote of two-thirds (2/3) of the members.

ARTICLE XII

ANNEXATION



Amendment of additional provisions, mergers and consolidations, mortgaging of Common Areas, and dissolution and amendment of these Articles of Incorporation shall require the prior approval of HUD/VA so long as there remains a Class B membership.

ARTICLE XIII

INCORPORATORS

The names and addresses of the incorporators hereto are as follows:

Stephen G. Lowitz	3325 Hollywood Boulevard Suite 305 Hollywood, Florida 33021
David Friedman	4700P Sheridan Street Hollywood, Florida 33021

ARTICLE XIV

OFFICERS

The names of the officers who are to serve until the first election under these Articles of Incorporation shall be:

Stephen G. Lowitz	President
Stephen G. Lowitz	Vice President
Stephen G. Lowitz	Secretary
Stephen G. Lowitz	Treasurer
Stephen G. Lowitz	Assistant Secretary

IN WITNESS WHEREOF, for the purposes of forming this Corporation under the laws of the State of Florida, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 24<sup>th</sup> day of ~~February~~, 1987.

*J. M.*

*Stephen G. Lowitz*  
STEPHEN G. LOWITZ (SEAL)

*David Friedman*  
DAVID FRIEDMAN (SEAL)

STATE OF FLORIDA  
COUNTY OF BROWARD

Before me, a Rotary Public authorized to take acknowledgements in the State and County aforesaid, personally appeared STEPHEN G. LOWITZ and DAVID FRIEDMAN, known to me and known by me to the persons who executed the foregoing Articles of Incorporation, and they acknowledged before me that they executed those Articles of Incorporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the State and County aforesaid, this 24<sup>th</sup> day of February, 1987.

*J. M.*

*Robert D. Buege*  
ROBERT D. BUEGE  
NOTARY PUBLIC, State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. OCT 14, 1990  
CONDED THRU WILLIS INSURANCE

**AMENDMENT TO THE DECLARATION OF GENERAL PROTECTIVE COVENANTS AND  
RESTRICTIONS OF ORANGE TREE**

WHEREAS, Amnon Golan, Trustee of that certain Land Trust Agreement, dated January 27, 1986, and recorded in Official Records Book 1347, Page 2331 of the Public Records of Collier County, Florida, as amended (the "Land Trust"), recorded a Declaration of General Protective Covenants and Restrictions of Orange Tree in Official Records Book 1310, Page 1536, of the Public Records of Collier County, Florida (the "Declaration"), submitting the property described therein, known as Orange Tee, to the restrictive covenants and restrictions provided therein; and

WHEREAS, Roberto Bolit, as Successor Trustee of the Land Trust, as Declarant, joined by Orange Tree Homeowner's Association, Inc. (the "Association"), recorded an Amendment to Declaration of General Protective Covenants and Restrictions of Orange Tree to remove the Orange Blossom Ranch Parcels as defined therein, in Official Records Book 4867, Page 2848 of the Official Records of Collier County, Florida (the "First Amendment"); and

WHEREAS, Section 2.9 of the Declaration provides that Article II of the Declaration may be amended from time to time through the Bylaws; and

WHEREAS, Section 11.05 of the Declaration provides that the Declaration may be amended with the consent of two-thirds (2/3rd) of the membership of the Association; and

WHEREAS, in accordance with the Bylaws and Declaration, the Members have approved, by the affirmative vote of at least two-thirds (2/3) of the membership of the Association at a duly noticed Special Meeting of the Membership of the Association, the amendment to the Declaration as more particularly stated below.

NOW THEREFORE, undersigned, being the duly elected and acting President and Secretary of the Association, do hereby certify that the following amendments to the Declaration have been approved by an affirmative vote of at least two-thirds (2/3) of the membership of the Association, and, further, that the Association has complied with the notice and meeting requirements set forth in the Bylaws of the Association. Except as provided below, all other terms and provisions of the Declaration remain unchanged.

1. Section 2.02 is hereby amended as follows:

**[Note: Deleted language is ~~stricken through~~; new language is underlined]**

Section 2.02 Classes of Voting Rights.

The COMMUNITY shall have two classes of voting membership:

Class A. Class A Members shall be all OWNERS, with the exception of the DECLARANT when it is a Class B Member, who shall have voting rights as provided below for each Plot owned.

Class B. The Class B Member shall be the DECLARANT who shall have voting rights as provided below for each Plot owned. Each ~~p~~Plot owned shall

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DWIGHT E. BROCK, CLERK OF THE CIRCUIT COURT  
COLLIER COUNTY FLORIDA

include all property set forth in the attached legal description whether or not DECLARANT actually develops such property subsequent hereto.

The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on October 1, ~~2016~~2023, or such earlier date as DECLARANT in its sole discretion establishes by recorded instrument executed by DECLARANT.

WITNESSES:

ORANGE TREE HOMEOWNER'S ASSOCIATION, INC.,  
a Florida corporation not for profit

Virginia A. Goche  
Print: Virginia A. Goche

Stefanie Marker  
Print: Stefanie Marker

By: Stephen G. Lowitz  
Stephen G. Lowitz, President

Virginia A. Goche  
Print: Virginia A. Goche

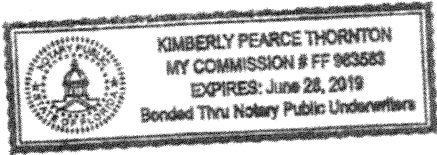
Stefanie Marker  
Print: Stefanie Marker

Attest: [Signature]  
Roberto Bollt, Secretary

NOTARIES ON THE FOLLOWING PAGE

State of Florida )  
County of COLLIER )

Acknowledged before me this \_\_\_ day of September, 2016, by Stephen G. Lowitz as President of Orange Tree Homeowner's Association, Inc., a Florida corporation not for profit, (X) who is personally known to me, OR ( ) who has produced the following identification



Kimberly Pearce Thornton

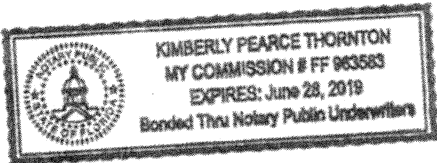
(Notary Public Signature)

Printed Name: KIMBERLY PEARCE THORNTON

Commission Expires: \_\_\_\_\_

State of Florida )  
County of COLLIER )

Acknowledged before me this \_\_\_ day of September, 2016, by Roberto Bollt as Secretary of Orange Tree Homeowner's Association, Inc., a Florida corporation not for profit, (X) who is personally known to me, OR ( ) who has produced the following identification



Kimberly Pearce Thornton

(Notary Public Signature)

Printed Name: KIMBERLY PEARCE THORNTON

Commission Expires: \_\_\_\_\_

THIS INSTRUMENT WAS PREPARED BY,  
AND AFTER RECORDING RETURN TO:  
Jason Hamilton Mikes, JD, MBA  
HAMILTON MIKES, P.A.  
3301 Bonita Beach Road, Suite 200  
Bonita Springs, Florida 34134

**CERTIFICATE OF REVITALIZATION**

**Revitalized Governing Documents for**

**CITRUS GREENS AT ORANGE TREE**

I, the undersigned President of Citrus Greens at Orange Tree Homeowner's Association, Inc., hereby certify that on June 28, 2019, the Association received notification from the Florida Department of Economic Opportunity that its proposed Revitalized Declaration of Neighborhood Protective Covenants and Restrictions, as well as its Articles of Incorporation and Bylaws, were in compliance with Section 720.406, Florida Statutes, and had been approved for revitalization. A copy of the Department's notification letter and the revitalized governing documents are attached hereto.

Dated this 12 day of July, 2019.

Witnesses:

**CITRUS GREENS AT ORANGE TREE  
HOMEOWNER'S ASSOCIATION, INC.**

Ann Danielle Carter

Richard Burke

By: Ann Danielle Carter

By: Richard Burke  
Association President  
980 Murcott Drive  
Naples, Florida 34120

[Signature]

By: Cristina Leon

(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF COLLIER

Subscribed before me this 12 day of July, 2019, by Richard Burke,  
Association President, who is personally known to me.

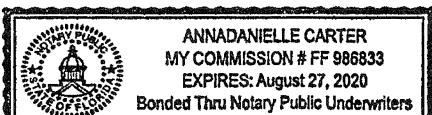
Ann Danielle Carter

NOTARY PUBLIC

Ann Danielle Carter

Printed Name of Notary Public

My Commission Expires:



**CITRUS GREENS AT ORANGETREE HOMEOWNERS  
ASSOCIATION, INC.**

**BOARD RESOLUTION CREATING ENFORCEMENT BY TOWING OF IMPROPERLY  
PARKED OR OTHERWISE UNAUTHORIZED VEHICLES**

WHEREAS, Citrus Greens at Orangetree Homeowners Association, Inc. is the Florida Corporation responsible for the operation and maintenance of the Citrus Greens at Orangetree Homeowners Association, according to the Declaration of Neighborhood Protective Covenants and Restrictions thereof recorded in Official Records Book 1310 Page 1553 of the Public Records of Collier County, Florida; and

WHEREAS, the Board of Directors of the Association (hereinafter "Board"), is responsible for the day-to-day affairs of the Association as well as enforcement of the Rules and Regulations promulgated; and

WHEREAS, the Board has the authority to adopt Rules and Regulations regarding the use, operation and enjoyment of the Common Area pursuant to Article VII, Section 1 (a), of its Bylaws; and

WHEREAS, the Board of Directors has been provided with various complaints relative to parking problems and wishes to implement a method of enforcing parking regulations.

**THIS RESOLUTION SHALL PROVIDE NOTICE TO THE RESIDENTS THAT THE PARKING AND VEHICLE RULES SHALL BE ENFORCED BY REMOVING THE VEHICLES FROM THE COMMON AREAS, IN ADDITION TO OTHER MEANS OF ENFORCEMENT AUTHORIZED BY THE GOVERNING DOCUMENTS AND FLORIDA LAW.**

NOW THEREFORE, the following means of enforcement of parking restrictions are hereby implemented as of the date indicated below:

1. All improperly parked and prohibited vehicles will receive a notice of violation placed upon the vehicle. The Association shall maintain a record of the date and time of issuance of the violation notice, along with information identifying the vehicle which may include its make and model, vehicle identification number, license plate number, color or items of similar import. If the vehicle is not parked properly after ten (10) hours from the time of issuance of the violation, it will be towed from the property and stored at the expense of the vehicle's owner or operator.
2. If an improperly parked or prohibited vehicle has received a notice of violation (as set forth above) within the past two (2) months, it shall be towed from the property immediately and stored, all at the expense of the vehicle owner and/or operator.
3. The Association shall place (or have caused to be placed) signs on the Common Areas in compliance with Florida Statutes, Section 715.07. Such signage shall satisfy the notice required prior to towing an illegally parked or otherwise unauthorized vehicle from the

property. Additionally, this Resolution, shall serve as notice of the Board's intent to tow improperly parked vehicles.

4. This Resolution shall be delivered to the members and other occupants and made part of the Official Records.

**VEHICLES SHALL BE REMOVED AND STORED AT THE EXPENSE OF THE OWNER. THE ASSOCIATION SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES OF ANY NATURE WHATSOEVER SUSTAINED BY THE OWNER, OR USER OF THE VEHICLE AS A RESULT OF THE REMOVAL OF IMPROPERLY PARKED VEHICLES FROM THE PROPERTY, NOR SHALL THE ASSOCIATION BEAR RESPONSIBILITY FOR DAMAGES TO THE VEHICLE OR ANY DAMAGES OR LOSS TO THE PERSONAL PROPERTY CONTAINED THEREIN.**

THIS RESOLUTION has been considered by the Board of Directors at a meeting held this 17 day of June, 2009 and has been approved by a vote of 5 to 0.

CITRUS GREENS AT ORANGETREE HOMEOWNERS ASSOCIATION, INC.

By: Richard Burke  
Richard Burke, President

Alan Hull  
Secretary

**CITRUS GREENS AT ORANGETREE HOMEOWNERS ASSOCIATION, INC.**

**BOARD RESOLUTION CREATING ENFORCEMENT BY TOWING OF COMMERCIAL VEHICLES (ANY VEHICLES) PARKED IN VIOLATION OF DECLARATION OF COVENANTS**

WHEREAS, Citrus Greens at Orangetree Homeowners Association, Inc. ("Association") is the Florida corporation responsible for operation of Citrus Greens at Orangetree according to the Declaration of Neighborhood Protective Covenants and Restrictions thereof ("Declaration") recorded in Official Records Book 1310 Page 1553 of the Public Records of Collier County, Florida, as amended; and

WHEREAS, the Board of Directors of the Association ("Board"), is responsible for administration of the Association as well as enforcement of the restrictions with the Declaration; and

WHEREAS, Article VIII, Section 8.13 prohibits the display of certain signage on any plot and Section 8.17(A) prohibits the parking of commercial vehicles (any vehicles); and

WHEREAS, the Board has been provided with various complaints relative to the parking of commercial vehicles (any vehicles) with signage displayed thereon and wishes to implement a method of enforcing these regulations.

NOW THEREFORE, the following means of enforcement of these restrictions are hereby implemented as of the date indicated below:

**THIS RESOLUTION SHALL PROVIDE NOTICE TO THE RESIDENTS THAT THE SIGNAGE AND VEHICLE RULES SHALL BE ENFORCED BY REMOVING THE VEHICLES WITH SIGNAGE FROM THE NEIGHBORHOOD, IN ADDITION TO OTHER MEANS OF ENFORCEMENT AUTHORIZED BY THE GOVERNING DOCUMENTS AND FLORIDA LAW.**

1. All commercial vehicles (any vehicles) with visible signage parked in violation of the Declaration will receive a notice of violation placed upon the vehicle. The Association shall maintain a record of the date and time of issuance of the violation notice, along with information identifying the vehicle which may include its make and model, vehicle identification number, license plate number, color or items of similar import. If the vehicle is not removed from the neighborhood after ten (10) hours from the time of issuance of the violation, or if the signage on the vehicle is not covered within ten (10) hours from the time of issuance of the violation, the vehicle will be towed from the property and stored at the expense of the vehicle's owner or operator. If the vehicle is removed and then brought back to the neighborhood following issuance of the initial notice, or if the signage of the vehicle is uncovered in the neighborhood following issuance of the initial notice, the vehicle will be towed without additional notice.

2. This Resolution shall be delivered to the members and other occupants and made part of the Official Records.

**VEHICLES SHALL BE REMOVED AND STORED AT THE EXPENSE OF THE OWNER. THE ASSOCIATION SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES OF ANY NATURE WHATSOEVER SUSTAINED BY THE OWNER, OR USER OF THE VEHICLE AS A RESULT OF THE REMOVAL**



OF IMPROPERLY PARKED VEHICLES FROM THE PROPERTY, NOR SHALL THE ASSOCIATION BEAR RESPONSIBILITY FOR DAMAGES TO THE VEHICLE OR ANY DAMAGES OR LOSS TO THE PERSONAL PROPERTY CONTAINED THEREIN.

THIS RESOLUTION has been considered by the Board of Directors at a meeting held this 18<sup>th</sup> day of May, 2016 and has been approved by a vote of 5 to 0.

CITRUS GREENS AT ORANGETREE HOMEOWNERS  
ASSOCIATION, INC.

By: \_\_\_\_\_

*Richard Burke*

Richard Burke, President

\_\_\_\_\_  
*J. H. [Signature]* Secretary

CITRUS GREENS AT ORANGE TREE HOMEOWNER'S ASSOCIATION, INC.

To: All Owners

Re: Enforcement of Governing Documents and Association Approval of Temporary and Accessory Structures and Outdoor Equipment

Date: 8/10/2023

Dear Members:

One of the basic components of community association living is the need for adherence to the covenants contained in the Association's Governing Documents, which include the Declaration of Neighborhood Protective Covenants and Restrictions, Bylaws, the Articles of Incorporation and the Rules and Regulations, including any and all Architectural Guidelines and Restrictions, as well as the provisions of the Florida Homeowners' Association Act (Chapter 720, Florida Statutes).

It is the Board's responsibility to enforce the Governing Documents and adhere to the Florida Statutes while doing so. The Board became aware that there may be Owners that are unaware of the Association's rules regarding temporary and accessory structures and outdoor equipment, even though Sections 8.09 and 8.10 of the Declaration of Neighborhood Protective Covenants regarding temporary and accessory structures and outdoor equipment has always been consistently enforced.

Specifically, Section 8.09 of the Declaration states:

Section 8.09. Temporary and Accessory Structures.  
No tents or temporary structures shall be permitted unless their size, appearance and temporary location on the Plot have first been approved in writing by the DECLARANT. Any signs to be used in conjunction with any tent or temporary structure must also be approved in writing by the DECLARANT. Adequate landscaping shall be installed and maintained by the OWNER around any temporary structure in sufficient density so that it shall not be readily visible from any adjacent Street or properties. No accessory structure shall be permitted except with the prior written approval of the DECLARANT.

Additionally, Section 8.10 of the Declaration states as follows:

Section 8.10. Outdoor Equipment.  
All garbage and trash containers, oil tanks, bottled gas tanks, swimming pool equipment, housing and sprinkler pumps and other such outdoor equipment must be placed underground, walled-in or placed in sight-screened or fenced-in areas so that they shall not be readily visible from any adjacent streets or properties. Otherwise, adequate landscaping shall be installed around these facilities and maintained by the OWNER. All mailboxes shall be either purchased from the COMMUNITY or the NEIGHBORHOOD Associations by the OWNER or be approved by the DECLARANT prior to installation. No newspaper tubes or driveway reflectors shall be installed on any Plot. All outside spigots shall be connected to potable water only.

The Association is aware that there may be allegations that these provisions may not have been uniformly enforced in that Owners have installed or constructed structures and other improvements on Plots without obtaining approval of the Association before making such alterations. However, it is the position of the Association that the Board has always enforced these restrictions and requirements. However, in an abundance of caution, the Board has adopted A Resolution of the Board of Directors to make it clear that


Sections 8.09 and 8.10, as well as any Architectural Guidelines or specifications adopted by the Board concerning such alterations **will be strictly enforced, prospectively.**

Accordingly, the Board has adopted the attached Resolution which is intended to “draw a line in the sand” and while generally providing notice that all of the provisions of the Association’s Governing Documents, shall be strictly and uniformly enforced. A copy of the Board’s Resolution is attached for your files. If you currently have a temporary structure, accessory structure or other improvement that was installed prior to the date of the enclosed Resolution that was not approved by the Association, please send the Association written confirmation of the same so that the Board has an accurate accounting of all previously installed “improvements.” This will allow for the Association to maintain a record of such improvements, which will aid in future enforcement of these matters.

The restrictions contained in the Association’s Governing Documents are made for our collective benefit. We must follow the terms of the Governing Documents as presently set forth.

Sincerely,

**BOARD OF DIRECTORS  
CITRUS GREENS AT ORANGE TREE  
HOMEOWNER’S ASSOCIATION, INC.**

By: 

**BOARD RESOLUTION  
CITRUS GREENS AT ORANGE TREE HOMEOWNER'S  
ASSOCIATION, INC.**

**WHEREAS**, the Revitalized Declaration of Neighborhood Protective Covenants and Restrictions ("Declaration") for Citrus Greens at Orange Tee Homeowner's Association, Inc. ("Association") has been duly recorded in the Public Records of Collier County, Florida, as Instrument Number 5742786, and as amended from time to time; and

**WHEREAS**, the Board of Directors ("Board") of the Association is responsible for the day-to-day administration of the affairs of the Association; and

**WHEREAS**, the Board's duties include the enforcement of the Declaration, Articles of Incorporation, By-Laws and Rules and Regulations promulgated thereto (collectively the "Governing Documents") and all amendments thereto; and

**WHEREAS**, after investigation by the Board, it appears that some of the provisions of the Governing Documents, and in particular the provisions of Sections 8.09 and 8.10 of the Declaration, as well as Architectural Guidelines and rules adopted by the Board of Directors regarding the installation of construction of temporary and accessory structures (and the requirement to obtain approval from the Association before installing structures and improvements) has been uniformly and regularly enforced; however, in order to ratify the Association's rules regarding such structures, the Board of Directors is adopting this Resolution to put all Owners on notice of these requirements; and

**WHEREAS**, without limiting the Board's general intention to enforce all provisions of the Governing Documents, the Board wishes to provide notice that it will, on a prospective basis, consistently and even handedly enforce all provisions of the Governing Documents, and in particular the provisions of Sections 8.09 and 8.10 of the Declaration and the restrictions on what types of structures and improvements must be approved by the Association prior to installing or making improvements, and what improvements will be allowed in the community; and

**WHEREAS**, the Board has adopted the following Resolution at a duly noticed meeting and wishes to provide each Unit Owner with notice of the Association's intentions.

**NOW THEREFORE**, it is resolved as follows:

1. The above recitations are true and correct and each and are incorporated herein in their entirety by reference.
2. Henceforth, the Board will strictly enforce all provisions of the Governing Documents and in particular the provisions of Section 8.09 and Section 8.10 of the Declaration and those provisions requiring Owners to obtain written approval from the Association before constructing or installing temporary structures, accessory

structures, or other improvements on a Plot. As a result of the foregoing, Owners wishing to install improvements such as gazebos, pergolas, play equipment, hot tubs, above ground swimming pools, trampolines and Jacuzzis must obtain written approval of the Association before constructing or installing the same.

3. Further, any and all Architectural Guidelines, Rules, or Restrictions duly adopted by the Association regarding temporary and accessory structures or outdoor equipment will be routinely and uniformly enforced by the Association.

This Resolution was adopted at a duly noticed meeting of the Board of Directors on the 21<sup>st</sup> day of June, 2023, and shall be considered effective as of that date. The foregoing shall not excuse, forgive, or "grandfather" any existing violation. There are 5 Board Members and there were 4 in attendance at the meeting. 4 voted in favor of the Resolution and 0 voted against the Resolution.

WITNESSES:

Sandra Chylin  
Signature

Sandra A. Chylin  
Printed Name

[Signature]  
Signature

Michael D. Randall  
Printed Name

WITNESSES:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

CITRUS GREEN AT ORANGE TREE  
HOMEOWNER'S ASSOCIATION, INC.

By: [Signature]  
Richard Burke, President

Date: 7/19/2023

CITRUS GREEN AT ORANGE TREE  
HOMEOWNER'S ASSOCIATION, INC.

ATTESTED TO BY:  
[Signature]  
Scott A. Smider, Secretary