

Declaration-CC&Rs
Milano Section I Residents' Association, Inc.

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS



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TABLE OF CONTENTS
FOR
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
MILANO

PAGE NO.

1. <u>DEFINITIONS</u>	2
1.1 <u>Act</u>	2
1.2 <u>Architectural Reviewer</u>	2
1.3 <u>Recreation Association</u>	2
1.4 <u>Board</u>	2
1.5 <u>Recreation Association Common Area</u>	2
1.6 <u>Developer</u>	2
1.7 <u>Declaration</u>	2
1.8 <u>Family or Single Family</u>	2
1.9 <u>Governing Documents</u>	3
1.10 <u>Guest or Guests</u>	3
1.11 <u>Institutional Mortgagee</u>	3
1.12 <u>Lease</u>	3
1.13 <u>Living Unit, Unit or Residence</u>	3
1.14 <u>Parcel or Parcels</u>	3
1.15 [reserved]	3
1.16 [reserved]	3
1.17 <u>Member</u>	3
1.18 <u>Neighborhood</u>	3
1.19 <u>Neighborhood Association</u>	3
1.20 <u>Neighborhood Common Area</u>	4
1.21 <u>Neighborhood Documents</u>	4
1.22 <u>Properties</u>	4
1.23 <u>Occupant or Occupy</u>	4
1.24 <u>Owner</u>	4
1.25 <u>Primary Occupants</u>	4
1.26 <u>Rules and Regulations</u>	4
1.27 <u>Single Family Residence</u>	4
1.28 <u>Tenant or Tenants</u>	4
1.29 <u>Milano Documents</u>	4
1.30 <u>Milano</u>	4
2. <u>[RESERVED]</u>	4
3. <u>RECREATION ASSOCIATION: MEMBERSHIP: VOTING RIGHTS</u>	4
3.1 <u>Articles of Incorporation</u>	5
3.2 <u>Bylaws</u>	5
3.3 <u>Delegation of Management</u>	5

3.4	<u>Membership</u>	5
3.5	<u>Voting Interests</u>	5
3.6	<u>Approval or Disapproval of Matters</u>	6
3.7	<u>Change of Membership</u>	6
3.8	<u>Termination of Membership</u>	6
3.9	<u>Association As Owner of Parcels</u>	6
3.10	<u>Membership Roster</u>	6
3.11	<u>Limitation on Liability</u>	6
3.12	<u>Board of Directors</u>	6
3.13	<u>Powers and Duties</u>	6
4.	<u>COVENANT FOR ANNUAL AND SPECIAL ASSESSMENTS</u>	6
4.1	<u>Creation of Lien and Personal Obligation for Assessments</u>	6
4.2	<u>[Reserved]</u>	7
4.3	<u>Share of Assessments</u>	7
4.4	<u>Developer's Share of Assessments</u>	7
4.5	<u>Establishment of Lien</u>	8
4.6	<u>Priority of Lien</u>	8
4.7	<u>Collection of Assessments</u>	8
4.8	<u>Certificate</u>	9
4.9	<u>Collection of Recreation Association Assessments by Neighborhood Association</u>	9
4.10	<u>Recreation Association Common Area</u>	9
5.	<u>ARCHITECTURAL AND AESTHETIC CONTROL</u>	9
5.1	<u>Necessity of Architectural Review and Approval</u>	9
5.2	<u>Architectural Reviewer</u>	9
5.3	<u>Powers and Duties of the Architectural Reviewer</u>	10
5.4	<u>Other Approvals Required</u>	11
5.5	<u>Garages</u>	11
5.6	<u>Developer Construction</u>	11
6.	<u>PROPERTY RIGHTS: EASEMENTS</u>	11
6.1	<u>Use of Recreation Association Common Area</u>	11
6.2	<u>Easement for Repair, Maintenance and Encroachment</u>	12
6.3	<u>Partition: Separation of Interest</u>	13
6.4	<u>Easements</u>	13
6.5	<u>Construction; Maintenance</u>	13
6.6	<u>Milano Documents and Plat</u>	13
7.	<u>MAINTENANCE OF RECREATION ASSOCIATION COMMON AREA AND LIVING UNITS</u>	14
7.1	<u>Recreation Association Common Area</u>	14
7.2	<u>Parcels and Living Units</u>	14
7.3	<u>Surface Water Management System</u>	14
7.4	<u>Alterations and Additions</u>	15

8. <u>INSURANCE</u>	16
(A) <u>Casualty</u>	16
(B) <u>Recreation Association's Public Liability</u>	16
9. <u>USE RESTRICTIONS</u>	16
9.1 <u>Residential Purposes</u>	16
9.2 <u>Signs</u>	16
9.3 <u>Nuisance</u>	17
9.4 <u>Underground Utility Lines and Services</u>	17
9.5 <u>Recreation Association Common Area</u>	17
9.6 <u>Pets and Animals</u>	17
9.7 <u>Trucks, Commercial Vehicles, Recreation Vehicles, Mobile Homes, Boats, Campers and Trailers</u>	17
9.8 <u>Exterior Colors</u>	18
9.9 <u>Landscaping</u>	18
9.10 <u>Antennas and Flagpoles</u>	18
9.11 <u>Outdoor Equipment</u>	19
9.12 <u>Air Conditioning and Heating Equipment</u>	19
9.13 <u>Walls, Fences, Window Coverings and Hurricane Shutters</u>	19
9.14 <u>Lighting</u>	19
9.15 <u>Developer</u>	19
9.16 <u>Open Areas Adjacent to Lakes</u>	19
10. <u>DEVELOPER'S AND RECREATION ASSOCIATION'S EXCULPATION</u>	19
11. <u>ENFORCEMENT OF COVENANTS AND ABATEMENT OF VIOLATIONS</u>	20
11.1 <u>Legal Action</u>	20
11.2 <u>Entry by Developer or Recreation Association</u>	20
11.3 <u>Fines</u>	20
11.4 <u>Alternative Method for Resolving Disputes with the Developer</u>	20
12. <u>LEASING, CONVEYANCE, DISPOSITION</u>	22
12.1 <u>Forms of Ownership</u>	22
12.2 <u>Leasing</u>	23
13. <u>DEVELOPER'S RIGHTS AND DUTIES</u>	23
13.1 <u>Developer's Use</u>	23
13.2 <u>Assignment of Development Rights</u>	23
14. <u>DURATION OF COVENANTS: AMENDMENT OF DECLARATION</u>	23
14.1 <u>Duration of Covenants</u>	23
14.2 <u>Proposal</u>	24
14.3 <u>Vote Required</u>	24
14.4 <u>Certificate; Recording</u>	24

14.5 Developer's Rights 24

14.6 Developer Amendment of Documents 24

15. TRANSITION FROM DEVELOPER CONTROL25

16. GENERAL PROVISIONS.....25

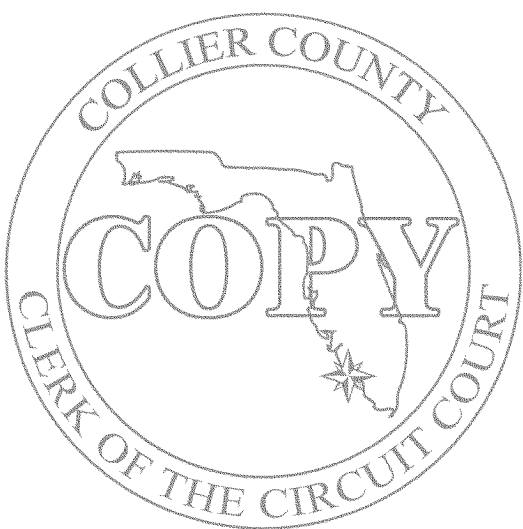
 16.1 Waiver 25

 16.2 Severability..... 25

 16.3 Headings..... 25

 16.4 Notices..... 25

 16.5 Interpretation 25



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**FOR****MILANO**

PULTE HOME CORPORATION, a Michigan corporation authorized to do business in the State of Florida, the present fee title owner of the subject property, hereinafter called "Developer", to its grantees, successors and assigns and all future owners of Parcels (as defined below) located in Milano, as more particularly described in Exhibit "A" attached hereto and made a part hereof, hereby makes the following Declaration of Covenants, Conditions and Restrictions ("Declaration").

It is the intent of the aforesaid Developer to develop the real property, as described in Exhibit "A", as a planned unit development named "Milano" consisting of up to 400 residential units. Upon recording of this Declaration, Developer hereby submits the real property described in Exhibit "A-1" to the terms and conditions of this Declaration. Developer reserves the right to amend this Declaration in order to submit additional portions of the real property described in Exhibit "A" to the terms of this Declaration. Developer shall not be obligated to submit any additional portions of the real property described in Exhibit "A" to the terms of this Declaration, nor is Developer obligated to submit them in any particular order. However, in the event Developer does not submit any additional portion of the real property described in Exhibit "A" to this Declaration, Developer hereby reserves the right, on behalf of its successors and assigns, to grant the owners of residential units in the real property described in Exhibit "A" which is not submitted to this Declaration the right to use the Recreation Association Common Area to be constructed by Developer in the same manner as members of the Recreation Association. Such use shall be conditioned upon said owners of residential units paying to the Recreation Association their pro-rata share of the expenses of operating and maintaining the Recreation Association Common Area. For the purpose of enhancing and protecting the value, attractiveness and desirability of the residential units constituting such development, Developer hereby declares that all of the real property described in Exhibit "A-1" and each part thereof shall be developed as a planned unit development and shall be held, sold and conveyed only subject to the following easements, covenants, conditions and restrictions which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in the above described property, or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each Owner (defined below) thereof and the Recreation Association (defined below). Certain recreational areas will be set aside for the use of all owners and residents in Milano. Owners of Parcels located within Milano shall be responsible for the expenses of the management, operation and maintenance of the Recreation Association and all Recreation Association Common Area. Parcel owners are expressly obligated to pay their pro rata share of assessments in accordance with the budget to be prepared by and assessments to be made by the Recreation Association. The Parcel owners hereby recognize that all of the covenants set forth in this Declaration including, but not limited to, the affirmative covenant and obligation to pay assessments as therein set forth shall run with the land subject to this Declaration and any assessments made pursuant to this Declaration and its Exhibits and assessed against any Parcel shall be collected in the same manner and to the same extent and by the same procedure as the common expenses as collected by any Neighborhood Association (defined below). Each Parcel owner, by acceptance of a deed or other instrument of conveyance conveying a Unit, whether or not it shall be so expressed in such instrument, acknowledges that he shall be obligated and agrees to pay all assessments for common expenses in accordance with the provisions of this Declaration and its Exhibits and consents and agrees to the lien rights thereunder against his Parcel.

The Developer has formed the Recreation Association to operate the Recreation Association

Common Area and certain portions of the Neighborhood Common Area and each Parcel owner shall be a member of the Recreation Association. Except for the election of Directors, each Neighborhood Association shall be the "Voting Member" of the Recreation Association. The Neighborhood Associations are expected to consist solely of homeowners' associations but may consist of a combination of condominium and homeowners' associations and may include a mix of types of residential developments according to Developer's discretion. As a member of the Recreation Association, each Parcel owner shall be entitled to the benefit and be subject to the provisions of this Declaration and its Exhibits as amended from time to time. The Board of Directors of each Neighborhood Association shall designate a person (the "Representative") to act on the behalf of the Neighborhood Association at all Recreation Association members' meetings. The Representative shall be designated by a certificate signed by the President or Vice President of the Neighborhood Association and filed with the Secretary of the Recreation Association. The person designated by such certificate shall conclusively be deemed the person entitled to cast the votes for the Neighborhood Association at any Recreation Association meeting. Each Neighborhood Association shall be a Voting Member of the Recreation Association acting through its Representative as described in the Articles of Incorporation and Bylaws of the Recreation Association. The Neighborhood Association and Recreation Association shall act in accordance with the overall plan for the development of Milano.

1. **DEFINITIONS.** The terms used in this Declaration and its recorded exhibits shall have the definitions set forth in Chapter 720, Florida Statutes (2004), unless otherwise defined below (it being the intent hereof that future amendments to Chapter 720, Florida Statutes (2004) not be retroactively applied to impair the Developer's substantive rights as set forth herein):

- 1.1 "Act" shall mean and refer to Chapter 720, Florida Statutes (2004).
- 1.2 "Architectural Reviewer" shall mean and refer to the body responsible for review and approval of construction and alterations to improvements, as more particularly described in Section 5 herein.
- 1.3 "Recreation Association" shall mean and refer to Milano Recreation Association, Inc., a Florida corporation not for profit.
- 1.4 "Board" means and refers to the Board of Directors of the Recreation Association.
- 1.5. "Recreation Association Common Area" means and refers to all real property that is now or hereafter owned by the Recreation Association or dedicated for use or maintenance by the Recreation Association or its members by a recorded plat or this Declaration.
- 1.6 "Developer" means and refers to PULTE HOME CORPORATION, a Michigan Corporation authorized to do business in the State of Florida. Whenever either term is used in this Declaration, the Articles or Bylaws of the Recreation Association, it shall always be deemed to include any successor in interest to the Developer's development rights and obligations.
- 1.7 "Declaration" means and refers to this Declaration of Covenants, Conditions and Restrictions for Milano, and any amendments hereto.
- 1.8 "Family" or "Single Family" shall refer to one natural person (as opposed to an artificial entity); or a group of 2 or more natural persons living together, each of whom is related to each of the others by blood, marriage, legal custody or adoption; or not more than two persons not so related, who reside together as a single housekeeping unit, along with their children, if any.

1.9 "Governing Documents" means and refers to the Milano Documents and the Neighborhood Documents. In the event of a conflict in the interpretation of the Governing Documents, they shall be applied in the order of priority stated above.

1.10 "Guest" or "Guests" means any person or persons physically present in, or occupying a Living Unit on a temporary basis at the invitation of the owner or other legally permitted occupant, without the payment of consideration.

1.11 "Institutional Mortgagee" means the mortgagee or assignee of a first mortgage against a Parcel or Living Unit, which mortgagee or assignee is a bank, savings and loan association, mortgage company, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration, or any agency of the United States of America. The term also refers to any holder of a mortgage against a Parcel or Living Unit which mortgage is guaranteed or insured (as evidenced by a recorded instrument) by the Federal Housing Administration, the Veterans Administration, any agency of the United States of America or by any other public or private agency engaged in the business of purchasing, guaranteeing or insuring residential mortgage loans, and their successors and assigns. An "Institutional Mortgage" is a first mortgage held by an Institutional Mortgagee encumbering a Living Unit.

1.12 "Lease" means the grant by a Living Unit Owner of a temporary right to occupy the Owner's Living Unit for valuable consideration.

1.13 "Living Unit", "Unit" or "Residence" means and refers to any or all the residences which will be constructed on the Parcels, each intended for use and occupancy as a residence for a single family.

1.14 "Parcel" or "Parcels" means a portion of the Properties, whether improved or unimproved, which may be independently owned and is intended for development, use and occupancy for up to 400 attached or detached residences for a single family, and which is subject to the Recreation Association's lien provided hereunder. In the case of a building within a structure containing multiple dwellings, each dwelling for which a final certificate of occupancy has been issued shall be deemed to be a separate Parcel. In the case of vacant land or land on which improvements are under construction and for which a final certificate of occupancy has not been issued, the land shall be deemed to be a single Parcel. Wherever herein the term "Parcel" is used, it shall be interpreted as if followed by the words "and Living Unit constructed thereon" except where the context clearly requires otherwise.

1.15 [reserved].

1.16 [reserved].

1.17 "Member" means and refers to all persons who are members of the Recreation Association as provided in the Milano Documents.

1.18 "Neighborhood" shall mean and refer to any townhome, condominium, or cluster housing development located in Milano.

1.19 "Neighborhood Association" shall mean and refer to any homeowners' association or condominium association and other similar entity, their successors and assigns, for any particular Neighborhood.

1.20 "Neighborhood Common Area" shall mean and refer to all real property including any improvements and fixtures thereon, owned, leased or dedicated for use or maintenance by a Neighborhood Association for the common use and enjoyment of its members. If a Neighborhood is a condominium, the term shall refer to the common elements of the condominium and the real property owned by the Condominium Association.

1.21 "Neighborhood Documents" shall mean and refer to the Declaration of Covenants or Declaration of Condominium, Articles of Incorporation, Bylaws, Rules and Regulations and Resolutions of each Neighborhood and its Neighborhood Association.

1.22 "Properties" means and refers to all real property that is subject to this Declaration and includes both Recreation Association Common Area, Parcels, and the Neighborhood Common Area. "Properties" shall also have the same meaning as the term "Community" as defined in Chapter 720, Florida Statutes (2004).

1.23 "Occupant" or "Occupy" when used in connection with a Living Unit, means any person who is physically present in the Living Unit on 2 or more consecutive days, including staying overnight.

1.24 "Owner" means and refers to any person or persons, entity or entities, who are the record owner of the fee simple title to any Parcel in Milano.

1.25 "Primary Occupants" means the 2 natural persons approved for occupancy, together with their family, in accordance with Section 12 herein.

1.26 "Rules and Regulations" means and refers to the administrative rules and regulations governing use of the Recreation Association Common Area and procedures for administering the Recreation Association and the Properties, as adopted, amended and rescinded from time to time by resolution of the Board of Directors.

1.27 "Single Family Residence" means and refers to a Living Unit that is restricted to occupancy only by the owner or primary occupants and their family, guests and tenants as further provided herein.

1.28 "Tenant" or "Tenants" means and refers to one who leases or rents from an Owner and holds temporary possession of a Living Unit.

1.29 "Milano Documents" means and refers to this Declaration, and the Articles of Incorporation, Bylaws, the Rules and Regulations, Architectural Planning Criteria and the Resolutions of the Recreation Association.

1.30 "Milano" means and refers to and shall be the name of the Properties.

2. [RESERVED].

3. RECREATION ASSOCIATION: MEMBERSHIP: VOTING RIGHTS. The administration, management and ownership of the Recreation Association Common Area shall be by the Recreation Association, which shall perform its functions pursuant to the following:

3.1 Articles of Incorporation. A copy of the Articles of Incorporation of the Recreation Association is attached as Exhibit "B".

3.2 Bylaws. The initial Bylaws of the Recreation Association are attached as Exhibit "C".

3.3 Delegation of Management. The Recreation Association may contract for the management and maintenance of the Properties and authorize a management agent to assist the Recreation Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Recreation Association Common Area, with funds made available by the Recreation Association for such purposes. The Recreation Association and its officers shall, however, retain at all times the powers and duties provided in the Governing Documents.

3.4 Membership. Every person or entity who is a record Owner of a fee interest in any Parcel located upon the Properties, shall be a Member, except that if a Parcel is subject to an agreement for deed, the purchaser in possession shall be considered the Owner for purposes of determining voting and use rights.

(A) Class A. Class A Members shall be all those Owners as defined in Section 1.24, with the exception of the Class B Member. Class A membership shall become effective upon the occurrence of the last to occur of the following

- (1) Recording in the Public Records of a Deed or other instrument evidencing legal title to the Parcel.
- (2) Delivery to the Recreation Association of a copy of the recorded deed or other instrument evidencing title.
- (3) Delivery to the Recreation Association, if required, of a written designation of the primary occupants.

(B) Class B. The Class B Member shall be the Developer or any successor to the Developer's development rights.

(C) Class A Members shall be "Non-Voting Members" (with the exception of the election of Directors). Each Neighborhood Association shall be deemed a "Voting Member" of the Recreation Association, and shall vote on behalf of the "Non-Voting Members" through each Neighborhood Association's Representative.

Membership shall be appurtenant to, run with, and shall not be separated from the real property interest upon which membership is based.

3.5 Voting Interests. The Class A Members of the Association are entitled to one vote for each Parcel owned by them, and, with the exception of the election of directors, the vote shall be cast on their behalf by the applicable Representative. The total number of Class A votes shall not exceed the total number of Parcels subject to this Declaration. The Class B Member shall be entitled to the number of votes equal to the total number of Parcels owned by the Class A Members, plus one vote; provided that subsequent to Transition, as referenced in Section 15 hereof, the Class B Member shall be entitled to one vote for each Parcel owned by it.

3.6 Approval or Disapproval of Matters. Whenever the decision or approval of the members is required upon any matter, whether or not the subject of a Recreation Association meeting, such decision or approval may be expressed by any person who could cast the vote of such Parcel if present in person at an Association meeting, unless the joinder of all record Owners is specifically required.

3.7 Change of Membership. Following written approval of the Recreation Association, as elsewhere required herein, a change of membership in the Recreation Association shall be established by the new owners membership becoming effective as provided above; and the membership of the prior Owner shall thereby be automatically terminated.

3.8 Termination of Membership. The termination of membership in the Recreation Association does not relieve or release any former member from liability or obligation incurred under or in any way connected with the Recreation Association during the period of his membership, nor does it impair any rights or remedies which the Recreation Association may have against any former Owner or member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

3.9 Association As Owner of Parcels. The Recreation Association has the power to purchase Parcels and Living Units, and to acquire and hold, lease, mortgage, and convey them, by act of a majority of the Board of Directors.

3.10 Membership Roster. The Recreation Association shall maintain a current roster of names and mailing addresses of Owners and Primary Occupants. A copy of the up to date roster shall be available to any Owner upon request.

3.11 Limitation on Liability. Notwithstanding the duty of the Recreation Association to maintain and repair the Recreation Association Common Area, the Recreation Association shall not be liable to Owners for property damage other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Recreation Association, or caused by the elements or Owners or other persons.

3.12 Board of Directors. Except as otherwise provided by law or by the Governing Documents, the Recreation Association shall act through its Board of Directors and its officers, and no vote of the members shall be required. The Officers and Directors of the Recreation Association have a fiduciary relationship to the members. An Owner does not have the authority to act for the Recreation Association by virtue of being an owner.

3.13 Powers and Duties. The powers and duties of the Recreation Association include those set forth in the Governing Documents.

4. COVENANT FOR ANNUAL AND SPECIAL ASSESSMENTS.

4.1 Creation of Lien and Personal Obligation for Assessments. Subject to the limitations on assessment liability set forth in Section 4.3 and 4.4, Developer, for each Parcel within the Neighborhood, hereby covenants, and each subsequent Owner of any Parcel (including any purchaser at a judicial sale), 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 Recreation Association:

(A) the Parcel's pro rata share of annual assessments based on the annual budget adopted by the Recreation Association;

(B) the Parcel's pro rata share of special assessments for Recreation Association expenditures not provided for by annual assessments;

(C) Any charges against less than all of the Parcels, as specifically authorized by this Declaration or the Association Bylaws; and

(D) initial capital contributions payable at closing to the Recreation Association, as determined by the Developer.

Assessments shall be established and collected as provided herein and in the Bylaws. The annual and special assessments and charges, together with interest, costs, and reasonable attorney's fees shall bind such property in the hands of the Owner, his heirs, devisees, personal representatives, successors and assigns. In any conveyance, voluntary or otherwise, the transferee shall be jointly and severally liable with the transferor for all unpaid assessments coming due prior to the time of such conveyance, without prejudice to the rights of the transferee to recover from the transferor the amounts paid by the transferee. Except as provided elsewhere in this Declaration as to the Developer and Institutional Mortgagees, no Owner may be excused from the payment of assessments unless all Owners are similarly excused.

4.2 [Reserved].

4.3 Share of Assessments. Except as otherwise provided as to the Developer and certain mortgagees, each Parcel (and the Owner thereof) which has been submitted to the terms of this Declaration and which contains a Living Unit for which a final certificate of occupancy has been issued, shall be liable for its pro rata share of all annual and special assessments. A Parcel which has been submitted to the terms of this Declaration containing land or improvements for which a certificate of occupancy has not been issued, shall pay assessments equal to 5% of the assessments which are payable by Parcels containing a Living Unit for which a final certificate of occupancy has been issued. All Recreation Association Common Area and any property dedicated to and accepted by any governmental authority or public utility shall be exempt from payment of assessments.

4.4 Developer's Share of Assessments. The Developer shall be excused from the payment of assessments for Parcels it owns and which have been submitted to the terms of this Declaration, and instead shall pay that portion of all Recreation Association expenses actually incurred which exceeds the amounts assessed against other Parcel Owners (the "deficiency"). The Recreation Association assessments and charges may include, but not be limited to, those for: any Recreation Association "bulk agreement" for cable television, electronic monitoring or other telecommunications services. In the event that the Recreation Association contracts for cable television, electronic monitoring or other telecommunications services on a "bulk" basis for the Properties, then the amount assessed against Parcels shall be increased so that there is no increase in the Developer's funding of the deficiency. The Developer's obligation to fund the deficiency shall terminate upon transition of the Board of Directors, as described in Section 15 hereof. Following transition of the Board of Directors, the Developer shall pay assessments as described in Section 4.3 hereof. After the guaranty period, the initial capital contributions payable at closing to the Recreation Association may be used to pay operating expenses, fund reserves, or for any other purpose permitted or obligation imposed upon the Recreation Association pursuant to the Milano Documents.

4.5 Establishment of Lien. Any and all assessments levied by the Recreation Association in accordance with the provisions of this Declaration, together with interest at the highest rate allowed by law, and costs of collection (including, but not limited to reasonable attorney's fees) are hereby declared to be a charge and continuing lien upon the Parcel against which each such assessment or charge is made, and shall also be the personal obligation of the Owner of each Parcel assessed. This lien is superior to any homestead rights the Owner may acquire. No Owner may exempt himself from personal liability for assessments, or release his Parcel from the liens and charges hereof, by waiver of the use and enjoyment of the Recreation Association Common Area, or by abandonment of his Parcel; the lien shall be perfected from and after the recording of a Claim of Lien by the Recreation Association in the Public Records of Collier County, setting forth the legal description of the Parcel, the name and address of the Recreation Association, the amount and due date of each unpaid assessment as of the date the Claim of Lien is recorded, and the effectiveness of the lien shall relate back to the date of recording this Declaration. A Claim of Lien shall secure payment of all assessments due at the time of recording (including interest, costs and attorney's fees as provided above), as well as all assessments, interest, costs and attorney's fees coming due subsequently, until the Claim is satisfied or a final judgment of foreclosure obtained. Upon full payment of all sums secured by the Claim of Lien, the party making payment is entitled to a Satisfaction of Lien.

4.6 Priority of Lien. The foregoing notwithstanding, the Recreation Association's continuing lien for unpaid assessments shall be subordinate and inferior to all taxes, assessments, and other levies which by law would be superior thereto, and any recorded Institutional Mortgage, unless the Recreation Association's Claim of Lien was recorded prior to the Institutional Mortgage, but shall be superior to, and take priority over, any other mortgage or lien regardless of when recorded. Any lease of a Living Unit shall be subordinate and inferior to the Recreation Association's continuing lien, regardless of when the lease was executed. A mortgagee in possession, a receiver, a purchaser at a foreclosure sale, or a mortgagee that has acquired title by deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser, or mortgagee shall hold title subject to the liability and lien of any assessment coming due after foreclosure or conveyance in lieu of foreclosure. Any unpaid assessment which cannot be collected as a lien against any Parcel by reason of the provisions of this Section, shall be treated as a special assessment divided equally among, payable by and assessed against all Parcels, including the Parcel as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

4.7 Collection of Assessments. If any Owner or Neighborhood Association fails to pay any Assessment, or installment thereof, within 10 days after the due date, the Recreation Association shall have any or all of the following remedies, to the extent permitted by law, which remedies are cumulative and are not in lieu of, but are in addition to, all other remedies available to the Recreation Association:

(A) To charge interest on such assessment or charge, from the date it becomes due until paid at the highest rate allowed by law, as well as to impose a late payment penalty of up to Twenty-five Dollars (\$25.00). This penalty shall not be considered a fine as provided for in Section 11.3, and the procedural requirements for levying fines set forth therein shall not apply.

(B) To file an action in equity to foreclose its lien. The lien may be foreclosed by an action in the name of the Recreation Association in the same manner as that provided pursuant to Florida law for the foreclosure of liens on condominium units for unpaid condominium assessments.

(C) To bring an action at law for a money judgment against the Neighborhood Association or the applicable Owners without waiving any lien foreclosure rights of the Recreation Association.

4.8 Certificate. The Recreation Association shall, within 15 days of receipt of a written request for same, furnish to any Owner liable for assessments a certificate in writing signed by an officer of the Recreation Association, setting forth whether said assessments and any other sums due the Recreation Association have been paid. Such certificate may be relied upon by all interested persons except the Owner.

4.9 Collection of Recreation Association Assessments by Neighborhood Association. Any Declaration of Covenants or Declaration of Condominium for a Neighborhood shall provide (and if not, shall be deemed to provide) that all of the covenants set forth in this Declaration, including, but not limited to, the affirmative covenants to pay assessments as herein provided shall run with the land and Parcels subject to a Declaration of Covenants or submitted to condominium ownership and shall be collected by each Neighborhood Association in the same manner as the Neighborhood Association collects its own assessments. Each Neighborhood Association shall collect the assessments payable to the Recreation Association for the Parcels it operates and pay same to the Recreation Association when the assessment is due. On or before the date each assessment for common expenses of the Recreation Association is due, the Neighborhood Association shall be required to and shall pay to the Recreation Association an amount equal to the assessment for common expenses per Parcel, multiplied by the number of Parcels within the Neighborhood Association. Within 10 days of a written request, a Neighborhood Association shall provide the Recreation Association with a list of those Owners who have failed to pay the Recreation Association assessments. The Recreation Association may, in addition to pursuing a money judgment against the Neighborhood Association or the applicable Owner(s), record a Claim of Lien on the applicable Owner(s) Parcel, and commence an action in equity to foreclose the Claim of Lien.

4.10 Recreation Association Common Area. No land shall be subject to assessment by the Recreation Association if it is a Neighborhood Common Area, Recreation Association Common Area, or has been dedicated to and accepted by any governmental authority or public utility.

5. ARCHITECTURAL AND AESTHETIC CONTROL

5.1 Necessity of Architectural Review and Approval. Except for improvements or structures or alterations to same made by the Developer, no improvement or structure of any kind, including without limitation, any building, fence, wall, sign, site paving, grading, pools, parking and building additions, alteration, screen enclosures, sewer, drain, disposal system, decorative building, landscaping, landscape device or object, or other improvement shall be commenced, erected, placed or maintained upon any Parcel or the property, nor shall any addition, change or alteration therein or thereof be made, including, but not limited to, changes in exterior colors, finishes and materials, nor any subdivision platting or replatting of any Parcel or Parcels, or the property be made unless and until the plans, specifications and location of the same shall have been submitted to and approved in writing by the Architectural Reviewer. All plans and specifications shall be evaluated as to harmony of external design and as to conformance with the architectural criteria of the Recreation Association.

5.2 Architectural Reviewer. The architectural review and control functions of the Recreation Association shall be administered and performed by the "Architectural Reviewer", as defined herein. Prior to Transition, the Developer shall be the Architectural Reviewer and shall have the exclusive right to exercise architectural review under this Section. Developer may delegate its reserved rights hereunder to any entity, including the Board of Directors or an Architectural Review Committee appointed by the Board of Directors, in which case the delegatee shall be deemed the Architectural Reviewer. The Developer may also delegate its reserved rights to a Neighborhood Association, but only with respect to initial architectural review authority.

Prior to Transition, the Recreation Association shall not be required to adopt Architectural Planning Criteria, but rather, the Developer shall have the authority to process applications in its reasonable discretion and in accordance with its building plans, specifications, plan of development and aesthetic requirements. The Architectural Planning Criteria shall in no event apply to the Developer. Subsequent to Transition, the Architectural Reviewer shall be the Recreation Association, unless the Recreation Association's Board of Directors grants a Neighborhood Association authority to exercise initial architectural review authority over the Neighborhood. If at any time the Recreation Association becomes the Architectural Reviewer, the Recreation Association shall have no obligation to process an Owner's application if a Neighborhood Association initially rejects an Owner's application.

5.3 Powers and Duties of the Architectural Reviewer. The Architectural Reviewer shall have the following powers and duties:

(A) To enact modifications and/or amendments to the Architectural Planning Criteria. Any modification or amendment to the Architectural Planning Criteria shall be consistent with the provisions of this Declaration. As long as Developer owns at least one Parcel or other property in the Properties, the Board of Directors shall not alter the Architectural Planning Criteria, without Developer's prior written consent, which consent may be denied in Developer's discretion. Notice of any modification or amendment to the Architectural Planning Criteria, including a verbatim copy of such change or modification, shall be delivered to each member of the Recreation Association, provided that the delivery of a copy of the modification or amendment to the Architectural Planning Criteria shall not constitute a condition precedent to the effectiveness or validity of such change or modification.

(B) To require submission of one complete set of all plans and specifications for any improvement or structure of any kind, including without limitation, any building, fence, wall, sign, site paving, grading, pool, parking and building additions, alteration, screen enclosure, sewer, drain, disposal system, decorative building, landscaping, landscape device or object or other improvement, the construction or placement of which is proposed upon any Parcel or Neighborhood in the Properties, together with a copy of any required governmental permits. The Architectural Reviewer may also require submission of samples of building materials and colors proposed for use on any Parcel or Neighborhood and may require such additional information as reasonably may be necessary for the Architectural Reviewer to completely evaluate the proposed structure or improvement in accordance with this Declaration and the Architectural Planning Criteria. Reviews shall be coordinated with required governmental approvals. The Architectural Reviewer shall have 60 days to respond once a complete set of plans and specifications have been submitted. Failure to respond within said 60 days shall be deemed an approval.

(C) To approve or disapprove any improvement or structure of any kind, including without limitation, any building, fence, wall, sign, site paving, grading, pools, parking and building additions, alterations, screen enclosure, sewer, drain, disposal system, decorative landscaping, landscape device or object, or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Parcel or Neighborhood and to approve or disapprove any exterior additions, changes, modifications or alterations (including, but not limited to, changes in exterior colors, finishes and materials) therein or thereon. All decisions of the Architectural Reviewer shall be in writing and may, but need not be made by a certificate in recordable form, executed under seal by the Developer or the President or any Vice President of the Recreation Association.

(D) To approve or disapprove any change, modification or alteration to any improvement or structure as hereinabove described, and the plans and specifications if any upon which such change

modification or alteration is based, prior to commencement of construction of such change, modification or alteration. If any improvement or structure as aforesaid shall be changed, modified or altered without prior approval of the Architectural Reviewer of such change, modification or alteration, and the plans and specifications thereof, if any, then the Owner shall upon demand, cause the improvement or structure to be restored to comply with the plans and specifications, originally approved by the Architectural Reviewer and shall bear all costs and expenses of such restoration, including costs and reasonable attorney's fees of the Architectural Reviewer. The Architectural Reviewer shall be specifically empowered to grant variances from this Declaration and the Architectural Planning Criteria as are deemed reasonable, required or necessary to meet the needs of the particular building site.

(E) To adopt a schedule of reasonable fees for processing requests for Architectural Reviewer approval or proposed improvements. Such fees, if any, shall be payable to the Recreation Association, at the time that plans and specifications are submitted to the Architectural Reviewer. In the event such fees, as well as any other costs or expenses of the Architectural Reviewer pursuant to any other provisions of this Article are not paid by the Owner, they shall become a lien of the Recreation Association on the Parcel.

(F) To monitor construction to verify compliance with the provisions hereof and any approvals and conditions of the Architectural Reviewer.

5.4 Other Approvals Required. Approvals granted by the Board or its Architectural Review Committee pursuant to this section shall not avoid the need for any approvals set forth in the Neighborhood Documents. The Architectural Planning Criteria of the Recreation Association shall take priority over any conflicting provisions adopted by a Neighborhood Association.

5.5 Garages. No garages, carports or storage areas shall be converted to residential use or use other than as originally designed with the exception of conversion of a garage by the Developer for use as a temporary sales office.

5.6 Developer Construction. The provisions of this Section 5 shall not apply to Developer and Developer reserves the right to alter the plan of development and architectural style of the Properties and Living Units as it deems desirable in its discretion.

6. PROPERTY RIGHTS: EASEMENTS.

6.1 Use of Recreation Association Common Area. Every Owner and his tenants, guests and invitees shall have a perpetual non-exclusive easement for ingress, egress and access in, to and over Recreation Association Common Area for use in common with all other Owners, their tenants, guests and invitees, except as otherwise limited in the Governing Documents. The Developer will deed the Recreation Association Common Area (including Tracts "A-1", "A-2", "B" through "J", "L-1", "L-2", "P-3A", "P-3B", "P-3C", "P-4", "P-5", "R", "S",) as designated on the Plat for Milano recorded in Plat Book ____ at Page ____, Public Records of Collier County, Florida (the "Plat") to the Recreation Association by Quit Claim Deed and the Recreation Association shall be obligated to accept such conveyances subject to the terms, conditions, and restrictions set forth herein and in such instruments, and without any requirement of membership approval. The roadways utilized by Owners in Milano will be deeded or dedicated by the Developer to the Recreation Association subject to the dedicated right of ingress and egress in favor of all Owners in Milano as shown on the Plat. These easements shall be appurtenant to and shall pass with the title to every Living Unit subject to the following:

(A) The right and duty of the Recreation Association to levy assessments against each Parcel for the upkeep, maintenance, repair or betterment of the Recreation Association Common Area and improvements thereon.

(B) The right of the Recreation Association to dedicate or transfer or grant an easement covering all or any part of the Recreation Association Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be determined by the Board or as mandated by this Declaration, any restriction of record or the Plat. No such easement shall materially interfere with the rights of the Owner to use the Recreation Association Common Area for the purposes intended.

(C) The right of an Owner to the use and enjoyment of the Recreation Association Common Area and facilities thereon shall extend to the members of his family who reside with him, and to his tenants, guests and invitees subject to regulation from time to time by the Recreation Association. Any Owner who leases his Living Unit shall be presumed to have delegated his easements and rights to use the Recreation Association Common Area to his tenant, and such Owner's easement and right to use the Recreation Association Common Area shall be suspended during the term of the lease, except that Owner shall be permitted temporary ingress and egress to his Living Unit in order to inspect his Living Unit. It is the intent hereof to prohibit dual usage of the recreation and parking facilities.

THE RECREATION ASSOCIATION SHALL ACCEPT "AS IS, WHERE IS" THE CONVEYANCE OF SUCH PROPERTY WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, WITH RESPECT THERETO, OR WITH RESPECT TO THE IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO, REPRESENTATIONS OR WARRANTIES REGARDING THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, CONDITION, QUALITY OF CONSTRUCTION, ACCURACY, COMPLETENESS, DESIGN, ADEQUACY OF SIZE OR CAPACITY IN RELATION TO THE UTILIZATION, DATE OF COMPLETION OR THE FUTURE ECONOMIC PERFORMANCE OF OPERATIONS OF, OR THE QUALITY OF MATERIALS OR FURNITURE WHICH HAS BEEN OR WILL BE USED IN SUCH PROPERTY. BY ACCEPTANCE OF AN INTEREST IN ANY SUCH PROPERTY OR THE DEED TO ANY PARCEL, THE RECREATION ASSOCIATION AND ALL OWNERS RELEASE DEVELOPER FROM ANY CLAIMS AND WARRANT THAT NO CLAIM SHALL BE MADE BY THE RECREATION ASSOCIATION OR ANY OWNER RELATING TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, CONDITION, QUALITY OF CONSTRUCTION, ACCURACY, ADEQUACY OF SIZE OR CAPACITY, FOR THE NUMBER OF USERS, DESIGN, FITNESS, ECONOMIC PERFORMANCE OR COMPLETENESS OF SUCH PROPERTY OR REPAIRS OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING THEREFROM.

6.2 Easement for Repair, Maintenance and Encroachment. If any Living Unit or part of a Living Unit shall encroach upon any of the Recreation Association Common Area or any other Parcel for any reason other than the intentional act of the Owner, or if the Recreation Association Common Area shall encroach upon any Living Unit or Parcel, then an easement shall exist to the extent of that encroachment for so long as the encroachment shall exist. If a building, window, eave, projection, gutter, roof or any other structure on a Parcel (the "Encroaching Parcel") shall encroach upon any adjoining Parcel, by reason of

original construction, reconstruction, repair, shifting, settlement, or movement of any portion of the improvements, or by the unintentional act of the Owner or Developer, then an easement appurtenant to such Encroaching Parcel, to the extent of such encroachment, shall exist so long as such encroachment shall exist. An easement for repair and maintenance of the improvements shall exist over and across adjoining Parcels. In the event that any structure is partially or totally destroyed, then rebuilt, then the Owners and the Recreation Association agree that minor encroachments on adjacent Parcels or on Recreation Association Common Area due to construction shall be permitted and that an easement for such encroachments and the maintenance of the structure shall exist. The Recreation Association is granted a blanket easement over all Neighborhoods, the Recreation Association Common Area and Parcels for repair and maintenance and for carrying out its responsibilities pursuant to this Declaration.

6.3 Partition: Separation of Interest. There shall be no judicial partition of the Recreation Association Common Area, except as expressly provided elsewhere herein, nor shall Developer, or any Owner or any other person acquiring any interest in the Neighborhood, or any part thereof, seek judicial partition thereof. Nothing herein shall be construed to prevent judicial partition of any Parcel and Living Unit owned on cotenancy. The ownership of any Parcel and the ownership of the Living Unit constructed thereon may not be separated or separately conveyed; nor may any person who does not have an ownership interest in at least one Parcel and Living Unit hold membership in the Recreation Association, except for Developer.

6.4 Easements. The Developer (during any period in which the Developer has any ownership interest in the Properties) shall have the right to grant such electric, telephone, gas, water, sewer, irrigation, drainage, cable television or other easements, and to relocate any existing easement in any portion of the Properties and to grant access easements and to relocate any existing access easements in any portion of the Properties as the Developer shall deem necessary or desirable, for the proper construction of the Properties, operation and maintenance of the Properties, or any portion thereof, or for the general health or welfare of the Owners or for the purpose of carrying out any provisions of this Declaration. Such easements or the relocation of existing easements may not prevent or unreasonably interfere with the use of the Parcels and Living Units. Each Living Unit and Parcel shall be subject to an easement in favor of all other portions of the Properties for the location of utilities and for surface water drainage, for lateral and subjacent support, and for the use, maintenance, repair, and replacement of the party walls, structural supports, roofs, pipes; wires, ducts, vents, cables, conduits, public utility lines and other similar or related facilities serving other portions of the Properties, including without limitation, an easement for any fire sprinkler/monitoring system. Following transition from Developer control, the Recreation Association shall have the authority to grant easements on the foregoing terms, subject to the Developer's prior written consent as long as Developer owns a Parcel.

6.5 Construction; Maintenance. The Developer (including its agents, designees, contractors, successor and assigns) shall have the right, in its and their sole discretion, to enter the Recreation Association Common Area or any Neighborhood and take all other action necessary or convenient for the purpose of completing the construction of any improvements or Living Units. As long as Developer is liable under the terms of any warranty in favor of an Owner, Developer and its agents, designees, contractors, and their successor and assigns shall have an easement of access to the Recreation Association Common Area or any Neighborhood and any Parcels and Living Units in order to make repairs or replacements, and take all other action necessary or convenient for the purpose of fulfilling its obligations.

6.6 Milano Documents and Plat. Each Neighborhood and the Parcels located therein shall be subject to and benefited by those easements set forth in the Milano Documents and the Plat. Each

Neighborhood and the Parcels located therein shall be subject to a perpetual easement in favor of the Recreation Association for purposes of allowing the Recreation Association to maintain the lawn and landscaping (including irrigation equipment) contained therein as provided elsewhere in this Declaration.

7. MAINTENANCE OF RECREATION ASSOCIATION COMMON AREA AND LIVING UNITS.

7.1 Recreation Association Common Area. The Recreation Association shall maintain, repair and replace the Recreation Association Common Area at the Recreation Association's expense. An Owner shall be liable for any maintenance, repairs or replacement of any of the Recreation Association Common Area caused by the intentional acts of Owner, his family, lessees, invitees and guests.

7.2 Parcels and Living Units. The lawns and landscaping (including irrigation equipment) in their original condition as installed by the Developer or any other developer of any Neighborhood, shall be maintained by the Recreation Association at the expense of the Parcel Owners as a common expense through assessments, regular and special. All other portions of a Neighborhood, including the Living Units, shall be maintained by the Neighborhood Associations and their Owners in a safe, clean, orderly and attractive condition, and in harmony with the general character of Milano. In the event that an Owner or Neighborhood Association fails or refuses to comply with these provisions, after 14 days notice and demand from the Association and the Owner's or Neighborhood Association's failure to comply, the Recreation Association shall have the authority (but not the obligation) to take whatever action is reasonably necessary in its judgment to bring the Neighborhood and its improvements into conformity and the expenses of doing so shall be an obligation of the Neighborhood Association or the Owner collectable as a special assessment. The Recreation Association is granted an easement upon the Neighborhood and its improvements for these purposes.

7.3 Surface Water Management System. The "Surface Water Management System" shall include, but are not limited to, all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands, and any associated buffer areas constructed by the Developer in accordance with Permit #11-02226-P-02 (the "Permit") issued by the South Florida Water Management District ("Water Management District"), a copy of which is attached hereto as Exhibit "D". The Developer or Recreation Association may reconfigure the size and location of the Surface Water Management System. Developer and the Recreation Association shall have an easement over the Properties for purposes of accessing the Surface Water Management System. The Surface Water Management System shall either be: dedicated to the Recreation Association on the Plat; located on land owned by the Recreation Association; or land that is subject to an easement in favor of the Recreation Association, its successors or assigns. The Surface Water Management System shall not be available for other than their intended use by Parcel Owners or the Recreation Association (no recreational use), nor shall any Parcel Owner in any manner interfere with or alter the Surface Water Management System or interfere with the access rights of any entity responsible for its maintenance. The Recreation Association shall be responsible for the operation and maintenance of the Surface Water Management System and shall assess the Owners for all expenses related to its performance of such responsibilities. To the extent required by the Permit, it shall be the Recreation Association's responsibility to successfully meet and complete all permit conditions associated with any wetland mitigation, success criteria, maintenance and monitoring. The Recreation Association shall allocate sufficient funds in its annual budget for such mitigation, maintenance and monitoring of wetland mitigation area(s) each year until the Water Management District determines that the area(s) is successful in accordance with the Permit. Operation, maintenance and reinspection reporting shall be performed in accordance with the terms and conditions of the Permit. The Water Management District has the right to take enforcement action, including a civil action for an injunction and penalties against the Recreation

Association to compel it to correct any outstanding problems with the Surface Water Management System or in any mitigation or conservation areas under the responsibility or control of the Recreation Association. No construction activities may be conducted relative to any portion of the Surface Water Management System. Prohibited activities include, but are not limited to: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the Surface Water Management System Facilities. If Milano includes a wetland mitigation area or a wet detention pond, no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from the Water Management District. Construction and maintenance activities which are consistent with the design and permit conditions approved by the Water Management District in the Permit may be conducted without specific written approval from the Water Management District. All Owners acknowledge that due to ground water elevations, priorities established by governmental authorities, and other causes outside of the reasonable control of the Developer and the Recreation Association, lake water levels may fluctuate at certain times during the year and such fluctuations may be material. Neither the Developer nor the Recreation Association shall have any liability for aesthetic conditions, objectionable odors, damage to plantings or direct or consequential damages of any nature caused by the fluctuation of water levels or water quality, or complying with the permitting requirements of government agencies. If required by the Water Management District, the Developer shall establish natural vegetative buffers and any jurisdictional wetland preserve and/or conservation tract. Such buffers shall be platted as a separate tract or created as an easement over an expanded limit of the preserve tracts, which would be dedicated as preserve/drainage tracts, to include the buffer within the preserve tract. The Developer shall establish any and all landscape buffers, conservation areas, preservation areas, wetlands preserves and/or other areas (collectively, "conservation areas") and any management plans for those areas as may be required for the protection of wildlife and vegetation, as required by the PUD Ordinance and/or any permit conditions of any state or federal agency, and any such areas shall be maintained and monitored by the Recreation Association in accordance with all original permit conditions and/or PUD requirements. A copy of the maintenance and monitoring plan is attached as Exhibit "E" and a copy of the Urban Stormwater Management Program is attached hereto as Exhibit "F".

THE CONSERVATION AREAS ARE HEREBY DEDICATED AS COMMON AREAS. THEY SHALL BE THE PERPETUAL RESPONSIBILITY OF THE RECREATION ASSOCIATION AND MAY IN NO WAY BE ALTERED FROM THEIR NATURAL OR PERMITTED STATE. ACTIVITIES PROHIBITED WITHIN THE CONSERVATION AREAS INCLUDE, BUT ARE NOT LIMITED TO, CONSTRUCTION OR PLACING OF BUILDINGS ON OR ABOVE THE GROUND, DUMPING OR PLACING SOIL OR OTHER SUBSTANCES SUCH AS TRASH; REMOVAL OR DESTRUCTION OF TREES, SHRUBS OR OTHER VEGETATION REMOVAL, EXCEPT EXOTIC OR NUISANCE VEGETATION REMOVAL; EXCAVATION, DREDGING OR REMOVAL OF SOIL MATERIAL; DIKING OR FENCING; ANY OTHER ACTIVITIES DETRIMENTAL TO DRAINAGE; FLOOD CONTROL, WATER CONSERVATION EROSION CONTROL OR FISH AND WILDLIFE HABITAT CONSERVATION OR PRESERVATION. THE RECREATION ASSOCIATION IS OBLIGATED TO ENFORCE THESE RESTRICTIONS.

7.4 Alterations and Additions. Material alterations or substantial additions to the Recreation Association Common Area may be undertaken and funds necessary levied as special assessments by the Recreation Association only upon prior approval by a majority of the whole Board of Directors and the Developer (until Developer conveys the last Parcel which may be submitted to the terms of this Declaration). The Common Area shall not be mortgaged or conveyed without the approval of at least 2/3 of

the Class "A" Members (excluding the Developer).

8. INSURANCE. The Recreation Association shall obtain and maintain adequate insurance (with provisions for deductibles) as follows:

(A) Casualty. The coverage shall afford protection as may be appropriate against:

(1) Loss or damage by fire or other hazards covered by a standard extended coverage endorsement.

(2) Such other risks as from time to time are customarily covered with respect to improvements on the Recreation Association Common Area including, but not limited to, flood, vandalism, and malicious mischief. All or any part of such coverage may be extended to include personal property of the Recreation Association as the Board may deem desirable. The Recreation Association shall act as agent of the Parcel Owners and shall adjust all losses on their behalf. The premiums shall be included as a common expense.

(B) Recreation Association's Public Liability. The Recreation Association shall at all times maintain a policy of comprehensive liability insurance insuring the Recreation Association and its agents, the Board, and the Parcel Owners against liability in connection with the Recreation Association Common Area in such amounts as the Board may deem desirable, which policy shall include, if obtainable, a cross-liability endorsement. The premiums for such insurance shall be a common expense.

9. USE RESTRICTIONS.

9.1 Residential Purposes. No Parcel shall be used for other than single-family residential purposes, except that Parcels, or portions of Parcels may be used by Developer for temporary offices, sales offices or model villas. No trade or business may be conducted in or from any Unit, except that an Owner or occupant residing in a Unit may conduct business activities within the Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Unit; (b) the business activity conforms to all zoning requirements; (c) the business activity involves only telephone calls and correspondence to and from the Unit and does not involve persons coming into the Properties who do not reside in the Properties or door-to-door solicitation of occupants of the Properties; and (d) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other occupants of Units. The use of a Unit as a public lodging establishment shall be deemed a business or trade use. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor.

9.2 Signs. No sign or advertisement of any kind, including, without limitation, those of realtors, contractors and subcontractors, shall be erected within the Properties without the written consent of the Architectural Reviewer, except in connection with the sale or resale of Units by the Developer or as may be required by legal proceedings. Signs which are permitted within the Properties may be restricted as to the size, color, lettering, materials and location of such signs. The Developer shall have the right to erect signs as it deems appropriate in its sole discretion. The Board of Directors shall have the right to erect

signs on the Recreation Association Common Areas as the Board deems appropriate. Under no circumstances shall signs, flags, banners or similar items advertising or providing directional information with respect to activities being conducted outside the Properties be permitted within the Properties without the prior written consent of the Architectural Reviewer or unless they are installed by the Developer. No sign shall be nailed or otherwise attached to trees.

9.3 Nuisance. Nothing shall be done upon any Parcel or in any Neighborhood or in the Recreation Association Common Area which may be or may become an annoyance or nuisance to any person. 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. All residents shall observe the vehicular speed limits and pool rules posted on signs in the Recreation Association Common Area.

9.4 Underground Utility Lines and Services. Except for any existing lines, all electric, telephone, gas and other utility lines shall be installed underground (unless otherwise required by law), except for temporary lines as required during construction or if required by law.

9.5 Recreation Association Common Area. No Parcel Owner shall make use of the Recreation Association Common Area in such a manner as to abridge the equal rights of the other Parcel Owners to their use and enjoyment thereof nor shall any Parcel Owner remove, prune, cut, damage or injure any trees or other landscaping located in the Recreation Association Common Area. Except as otherwise stated in this Declaration and its Exhibits or with respect to Developer's reserved rights, any portion of the Recreation Association Common Area which is deemed open space shall be owned by the Recreation Association and preserved and maintained by it and shall not be destroyed.

9.6 Pets and Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Parcel, except that dogs, cats and other usual and non-exotic household pets may be kept in reasonable numbers (except for pit bulls, "wolf hybrids" or other dogs prone to or exhibiting aggressive behavior), provided they are not kept, bred or maintained for any commercial purposes. All animals shall be contained on the Owner's Parcel and shall not be permitted to run freely. When outside the Owner's Parcel, all pets must be carried or secured with a hand held leash. The Board of Directors shall have the authority to order the permanent removal of any pet which becomes an unreasonable source of annoyance to other residents in the properties. All pet owners are obligated to clean up after their pet.

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

(A) Operable and currently licensed automobiles may be kept or parked only on paved driveways, on paved parking pads, or in enclosed garages, as those may be applicable to Milano, provided that in the case of a Parcel with an attached garage, all vehicles except those of the Owner's guests shall be kept in the attached garage or in the driveway adjacent to the attached garage while the Parcel Owner is in residence. Parking is prohibited on any roadway owned by or dedicated to the Recreation Association. No vehicles shall be kept in a state of disrepair. Owners and their families are prohibited from parking in areas designated for "guest" parking, as those are reserved for temporary usage. Vans, sport utility vehicles and pick-up trucks shall be considered to be automobiles and may be parked on driveways if the vehicle is used for the primary purpose of transportation of passengers and their personal goods. If the vehicle is used primarily for the transportation of goods then it shall be considered to be a truck. Police cars may be parked on driveways if the driver is a police officer. All other vehicles (i.e. all motorized and non-motorized

vehicles except operable automobiles) including, without limitation, the following: Security company vehicles, inoperable vehicles, golf carts, all-terrain vehicles, ambulances, hearses, motorcycles, motorbikes, bicycles, watercraft, aircraft, house trailers, camping trailers, other trailers, vehicles with commercial markings, racks or tools in the bed, and tractors shall be kept within an enclosed garage. If a Living Unit has a garage, then any use of a motorcycle is limited to providing ingress/egress to a Parcel over roadways. All motorcycles shall be equipped with effective sound muffling devices and must be parked in a garage when not in use. If any Neighborhood contains Living Units that do not have enclosed garages (for example, parking is in carports or a parking lot), then motorcycles shall be prohibited in that Neighborhood. Bicycle racks are permitted on non-commercial vehicles.

(B) No commercial vendor vehicle of any kind shall be permitted to be parked on a residential Parcel or in a Neighborhood or on the Recreation Association Common Area for a period of more than 12 hours unless such vehicle is necessary and being used in the actual construction or repair of a structure or for grounds maintenance.

(C) None of the foregoing restrictions shall apply to commercial vehicles, pick-up trucks or other vehicles that may be utilized by Developer, its contractors and subcontractors for purposes of completing construction of the Community.

(D) The Recreation Association shall be permitted to order the towing of any vehicle that is in violation of the Governing Documents.

(E) Living Units may not park more than 2 vehicles on a permanent basis. All vehicles of guests exceeding these numerical limits shall be parked in designated "guest" areas. Owners and their families shall not park in areas designated for "guest" parking, as those are reserved for temporary use.

9.8 Exterior Colors. No exterior colors on any structure, nor the colors of driveways and walkways shall be permitted that, in the sole judgment of the Architectural Reviewer, would be inharmonious or incongruous with the remainder of Milano. Any future color changes, as described above, desired by Owners must be first approved in writing by the Architectural Reviewer. The color of the roof tile shall not be changed nor shall other roofing materials or styles be substituted.

9.9 Landscaping. All areas not covered by structures, walkways, paved parking facilities or areas approved by the Recreation Association to be left in their natural state shall be maintained 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. All lawn and landscape areas shall be kept in good and living condition. Use of irrigation is subject to South Florida Water Management District water use guidelines.

9.10 Antennas and Flagpoles. Antennas and satellite dishes are prohibited, except that (a) antennas or satellite dishes designed to receive direct broadcast satellite service which are one meter or less in diameter (b) antennas or satellite dishes designed to receive video programming services via multi-point distribution services which are one meter or less in diameter; or (c) antennas or satellite dishes designed to receive television broadcast signals, ("Reception Device") shall be permitted, provided that the Reception Device is located so as not to be visible from outside the Living Unit, or is located on the lanai of the Living Unit. The Architectural Reviewer may require that a Reception Device be painted, and if the Living Unit is a detached dwelling, the Architectural Reviewer may require that it be screened by landscaping or other means in order to blend into the Living Unit and be removed from view from the street and other Living Units. The installation and display of flagpoles and flags shall be subject to regulation by the Architectural

Reviewer, but no Owner shall be prevented from displaying a portable, removable United States flag or official flag of the State of Florida in a respectful manner, or on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day, be prevented from displaying in a respectful manner a portable, removable official US Army, Navy, Air Force, Marine Corps or Coast Guard flag not larger than 4.5' x 6'.

9.11 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 and maintained around these facilities. The preceding two sentences shall not apply to any garden or carriage condominiums in any Neighborhood, in which such outdoor equipment is prohibited. All Neighborhoods shall be equipped with dual water lines, one of which shall be designated to utilize non-potable water. All underground irrigation systems must be connected to the non-potable water line and all spigots on the exterior portion of a structure shall be connected to the potable water line. Basketball hoops, outdoor toys and swing sets are not permitted on an Owner's Parcel, nor shall they be stored on any lanai.

9.12 Air Conditioning and Heating Equipment. Window or wall air conditioning units are prohibited.

9.13 Walls, Fences, Window Coverings and Hurricane Shutters. No wall or fence shall be constructed in any Neighborhood, except, in the case of any detached Living Unit, for a pool cage, or fencing of air conditioning or pool equipment, all as may be approved by the Architectural Reviewer. Except as provided in Section 9.11 above, no wall or fence shall be constructed on any Parcel. Owners may install hurricane shutters, subject to specifications adopted by a Neighborhood Association and the Recreation Association. All hurricane shutter specifications adopted by a Neighborhood Association shall be subject to the review and approval of the Architectural Reviewer. The Neighborhood Association's hurricane shutter specifications may not conflict with those adopted by the Recreation Association, except that they may be more restrictive than those adopted by the Recreation Association. Laminated glass and window film architecturally designed to function as hurricane protection which complies with the applicable building code, may be used in place of hurricane shutters, except that reflective window coverings are prohibited.

9.14 Lighting. The exterior lighting in any Neighborhood or Parcel shall be accomplished in accordance with a lighting plan approved in writing by the Architectural Reviewer.

9.15 Developer. As used in this Section 9, when the Recreation Association's or the Architectural Reviewer's approval is required, it shall, prior to Transition, mean the "Developer's approval" (unless the Developer has delegated its architectural review functions to the ARC or the Board of Directors or the ARC or Board of a Neighborhood Association). After Transition, the Developer's approval shall also be required as long as Developer owns a Parcel or other property within the Properties.

9.16. Open Areas Adjacent to Lakes. Shrubs, trees, structures or other improvements (other than those originally installed or approved by the Developer) shall not be installed in any area that is adjacent to a lake in Milano.

10. DEVELOPER'S AND RECREATION ASSOCIATION'S EXCULPATION. The Recreation Association and the Developer may grant, withhold or deny its permission or approval in any instance

where its permission or approval is permitted or required without incurring liability of any nature to the Owners or any other person for any reason whatsoever, any permission or approval so granted shall be binding upon all persons.

11. ENFORCEMENT OF COVENANTS AND ABATEMENT OF VIOLATIONS. Every Neighborhood Association, Owner and the Owner's family members, tenants, guests and invitees shall at all times comply with all the covenants, conditions and restrictions of the Governing Documents. All violations of the Governing Documents shall be reported immediately to a member of the Board of Directors. Before undertaking any remedial, disciplinary or enforcement action against a person alleged to be in violation, the Recreation Association shall give the alleged violator reasonable written notice of the alleged violation, except in emergencies. Disagreements concerning violations, including, without limitation, disagreements regarding the proper interpretation and effect of the Governing Documents, shall be presented to and determined by the Board of Directors of the Recreation Association, whose interpretation of the Governing Documents and/or whose remedial action shall control. If any person, firm or entity subject to the Governing Documents fails to abide by them, as they are interpreted by the Board of Directors, the Recreation Association shall have the ability to take any action to compel compliance as set forth below.

11.1 Legal Action. Judicial enforcement of the covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, or against the land to enforce any lien created by these covenants; and failure by the Recreation Association or any 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 such action is instituted, the Recreation Association shall, in addition, be entitled to recover its costs and attorney's fees incurred in enforcing the Governing Documents. The Recreation Association may also take legal action against any Neighborhood Association which fails to make a reasonable effort to enforce any restrictive covenants or affirmative obligations under the Milano Documents or the Neighborhood Documents, where such failures have an adverse impact on the appearance of the Properties or the operation of the Recreation Association. Certain disputes must be submitted to dispute resolution procedures conducted by the Division of Florida Land Sales, Condominiums and Mobile Homes ("Division") as more particularly set forth in Section 720.311 of the Act.

11.2 Entry by Developer or Recreation Association. Violation of any conditions or restrictions, or breach of any covenant, herein contained or in any of the Governing Documents, shall also give the Developer, its successors and assigns, and/or the Recreation Association and its authorized agent or representative, in addition to all other remedies, the right to enter upon the land of a Neighborhood or Parcel where such violation or breach exists and in the event of an emergency, summarily abate and remove, at the expense of the Owner of the land, any construction or other violation that may be or exist thereon. The Developer, its successors and assigns and/or the Recreation Association and its authorized agents shall not thereby become liable in any manner for trespass, abatement or removal.

11.3 Fines. The Board, subject to the approval of a fining committee to the extent required by Florida law, may impose a fine or fines against an Owner for failure of the Owner, his family, Guests, invitees, tenants, or agents of any of the foregoing, to comply with any covenant, restriction, rule, or regulation contained herein or promulgated pursuant to the Governing Documents. Fines shall not be secured by a lien against the Parcel, unless permitted by the Act.

11.4 Alternative Method for Resolving Disputes with the Developer. In any dispute ("Claim") between any of the following parties (the Recreation Association, a Neighborhood Association, or any

Owner, tenant, guest, occupant or invitee) against the Developer or its directors, officers, agents and employees, or against any directors or officers of the Association appointed by the Developer prior to the Turnover Date, mediation and then final and binding arbitration shall apply. The procedures set forth in subsections (a) through (e) below shall apply, except in the case of a Claim alleging a construct defect brought against the Developer by the Recreation Association, or a Neighborhood Association, that is governed by Chapter 558, Florida Statutes, in which case the procedures set forth in subsections (a) through (e) shall be modified as described in subsection (g):

(a) Any party having a Claim ("Claimant") against the other party ("Respondent") shall notify the Respondent in writing ("Notice"), stating plainly and concisely:

- (i) the nature of the Claim, including the persons involved and the Respondent's role in the claim;
- (ii) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises);
- (iii) Claimant's proposed remedy;
- (iv) that Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim.

(b) The parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim. If the parties do not resolve the Claim within 30 days of the date of the Notice (or within such other period as may be agreed to by the parties), Claimant shall have 10 days in which to submit the Claim to mediation under the auspices of a mediator certified by the 20th Judicial Circuit. If Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to any person other than the Claimant. Any settlement of the Claim through mediation shall be documented in writing by the mediator and signed by the parties. If the parties do not settle the Claim within 30 days after submission of the matter to mediation, or within such time period as determined by the mediator, the mediator shall issue a notice of an impasse and the date the mediation was terminated.

(c) If the mediation results in an impasse, then either party shall have 10 additional days in which to submit the Claim to final and binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association ("AAA"), in the case of a construction defect claim and the Federal Arbitration Act (Title 9 of the United States Code). If not timely submitted to arbitration or if the Claimant does not appear for the arbitration hearing, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to any person other than the Claimant. This subsection (c) is an agreement to arbitrate and is specifically enforceable under Chapter 682, Florida Statutes. The arbitration award shall be final and binding, and judgment may be entered upon it in any court of competent jurisdiction to the fullest extent permitted under the laws of the State of Florida.

(d) In any dispute under this Section 11.4, the parties shall share the fees and costs associated with mediation. In the case of arbitration, the prevailing party shall be entitled to judgment for its reasonable

attorney's fees and costs incurred.

(e) If the parties agree to a resolution of any Claim through negotiation, mediation or arbitration under this Section 11.4, and any party thereafter fails to abide by the terms of such agreement, or if any party fails to comply with an arbitrator's final order, then any other party may file suit in a court of competent jurisdiction to enforce such agreement or final order without the need to again comply with the procedures set forth above. In such event, the party taking action to enforce the agreement or final order shall be entitled to recover from the non-complying party (or if more than one non-complying party, jointly and severally), all costs incurred in enforcing such agreement or final order, including, without limitation, reasonable attorney's fees and costs.

(f) This Section 11.4 shall not apply to a dispute between an Owner and the Developer concerning the purchase and sale and construction of a Parcel or Unit. Those disputes shall be governed by the provisions of any purchase and sale agreement or construction agreement.

(g) In the case of a Claim alleging a construction defect brought against the Developer by the Recreation Association, or a Neighborhood Association, that is governed by Chapter 558, Florida Statutes, the parties to the dispute shall follow the procedures set forth therein. If the Claimant has followed the procedures set forth in Chapter 558, Florida Statutes, and is entitled to proceed with an "action" (as defined therein) the Claimant shall then have 10 days in which to submit the Claim to mediation as described in subsection (c) above. The parties shall then be bound by the remaining procedures described in subsections (c) through (e) above.

12. LEASING, CONVEYANCE, DISPOSITION.

12.1 Forms of Ownership:

(A) Single Ownership. A Parcel may be owned by one natural person.

(B) Co-ownership. Co-ownership of Parcels is permitted. If the co-owners are other than husband and wife, or 2 people who reside together as a single housekeeping unit, the Board shall require 2 people to be designated as "primary occupants", and the use of the Parcel by other persons shall be as though the primary occupants were the only actual Owner. The intent of this provision is to permit multiple owners, but to prohibit short term, transient use by several individuals or families. Any change in the primary occupants shall be treated as a transfer of ownership by sale or gift, subject to all of the provisions of this Section. No more than one change in the "primary occupants" will be approved in any twelve-month period.

(C) Ownership by Corporations or Trusts. A Parcel may be owned in trust, or by a corporation, partnership or other entity which is not a natural person. However, the intent of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which the Parcel may be used as short term transient accommodations for several individuals or families. A trustee, corporation or other entity may be an Owner as long as there is a designation of 2 people to be the "primary occupants", and the use of the Parcel by other persons shall be as though the primary occupants were the only actual Owner. No more than one change in the "primary occupants" will be approved in any twelve-month period.

(D) Life Estate. A Parcel may be subject to a life estate, either by operation of law or by voluntary conveyance. In that event, the life tenant shall be the only member from such Parcel, and

occupancy of the Parcel shall be as if the life tenant was the only Owner. Upon termination of the life estate, the holders of the remainder interest shall acquire occupancy rights. The life tenant and holders of the remainder interest shall be jointly and severally liable for all assessments and charges against the Parcel. The life tenant may, by signed agreement, transfer the right to vote in all Recreation Association matters to any one remainderman, subject to approval by the Recreation Association of such arrangement. Except in the case where such a transfer has been made, if the consent or approval of the Owner is required for any purpose, that consent or approval of the holders of the remainder interest shall not be required.

12.2 Leasing. Only entire Living Units may be leased. The minimum leasing period is 30 days and no Unit may be leased more than 4 times in any 1 calendar year. For purposes of this restriction, the first day of occupancy under the lease shall conclusively determine in which year the lease occurs. No Living Unit may be used on a "time share" basis. All leases must and shall be deemed to contain the agreement of the tenant(s) to abide by all of the restrictions contained in the Governing Documents and shall be deemed to provide that a violation thereof is grounds for damages, termination and eviction and that the tenant and the Owner agree that the Recreation Association may proceed against either the Owner or the tenant and that the Owner or the tenant shall be responsible for the Recreation Association's costs and expenses, including attorney's fees and costs, secured by a lien against the Parcel. The provisions of this Section shall not be applicable to Living Units owned or leased by Developer.

13. DEVELOPER'S RIGHTS AND DUTIES. So long as the Developer holds title to any Parcels or other property in the Properties the following shall apply, notwithstanding any other provisions to the contrary.

13.1 Developer's Use. Neither the Owners nor the Recreation Association nor their use of the Parcels, Living Units, or Recreation Association Common Area shall unreasonably interfere with the completion of the contemplated improvements or sales of Parcels. The Developer may make any use of unsold Parcels, Living Units and Recreation Association Common Area as may reasonably be expected to facilitate completion and sales, including, but not limited to, maintenance of sales offices, display of signs, leasing Living Units, and showing the Properties to prospective purchasers. Developer may utilize any model homes, sales offices, trailers, etc., for use in marketing developments other than Milano. Developer shall retain all rights set forth in this Section 13.1 until the Developer has completed all of the contemplated improvements and has sold all of the Parcels in the Properties, and is not leasing a Living Unit from an Owner.

13.2 Assignment of Development Rights. All or any portion of the rights, privileges, powers and duties of the Developer set forth in the Governing Documents may be assigned by the Developer to any person or entity, without the consent of any other Owner or any holder of a mortgage secured by any Parcel. In the event of such assignment, the assignee shall assume such rights, powers and duties, and the Developer shall be relieved of all further liability or obligation to the extent of the assignment. In the event of the foreclosure of any mortgage owed by the Developer, or deed in lieu of such foreclosure, the person first acquiring title to such interest by reason of such foreclosure, or deed in lieu of foreclosure, shall succeed to all rights, powers, privileges and immunities of the Developer in and to such interest and the Developer shall be relieved of any further liability or obligation to the extent of such transfer of title.

14. DURATION OF COVENANTS: AMENDMENT OF DECLARATION.

14.1 Duration of Covenants. The covenants, conditions and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and be enforceable by the Recreation Association, the Developer and any Owner, their respective legal representatives, heirs, successors and

assigns, for an initial period to expire on the 30th anniversary of the date of recordation of the Declaration (as amended to that date by the Developer or the membership as provided elsewhere herein). Upon the expiration of the initial period, this Declaration shall be automatically renewed and extended for successive 10-year periods. The number of 10-year renewal periods hereunder shall be unlimited, with this Declaration being renewed and extended upon the expiration of each 10-year renewal period for an additional 10-year period; provided, however, that there shall be no renewal or extension of this Declaration if during the last year of the initial period, or during the last year of any subsequent 10-year renewal period, 90% of the entire membership, at a duly held meeting of members of the Recreation Association, vote in favor of terminating this Declaration at the end of its then current term (provided that no such termination shall be effective without Developer's prior written consent, which consent may be denied in Developer's discretion). It shall be required that written notice of any meeting at which such proposal will be considered, shall be given at least 45 days in advance of said meeting. If the members vote to terminate this Declaration, the President and Secretary of the Recreation Association shall execute a certificate which shall set forth the resolution of termination so adopted, the date of the meeting of the Recreation Association, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution. Said certificate shall be recorded in the Public Records of Collier County, Florida, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

14.2 Proposal. Amendments to this Declaration may be proposed at any time by the Board of Directors or by written petition signed by Representatives representing one-fourth (1/4) of the voting interests. If by petition, the proposed amendments must be submitted to a vote of the Representatives not later than the next annual meeting.

14.3 Vote Required. Except as otherwise provided by law, or by specific provision of the Governing Documents, this Declaration may be amended if the proposed amendment is approved by Representatives representing at least two-thirds (2/3) of the voting interests at any annual or special meeting, provided that the text of each proposed amendment has been given to the membership with notice of the meeting. No amendment shall increase the proportion or percentage by which any Parcel shares assessments or materially, adversely alter the proportionate voting interest appurtenant to a Parcel, unless the Recreation Association obtains the prior written consent and joinder, in recordable form, of all Owners and all holders of a lien against a Parcel.

14.4 Certificate; Recording. A copy of each amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall identify the Book and Page of the Public Records where the Declaration is recorded, and shall be executed by officers of the Recreation Association with the formalities of a deed. The amendment shall be effective when the certificate is recorded in the Public Records of Collier County, Florida.

14.5 Developer's Rights. As long as the Developer holds title to any Parcel, no amendment adopted by the membership shall be effective without the prior written consent and joinder of Developer, which consent may be denied in Developer's discretion. Regardless of whether Developer owns a Parcel, no amendment shall be effective if it affects Developer's rights or alters a provision herein made for Developer's benefit. No amendment shall be effective which alters the rights and privileges of Developer, an Institutional Mortgagee, the Recreation Association, or the Water Management District, unless such party shall first provide its written consent and joinder.

14.6 Developer Amendment of Documents. In addition to any other right of amendment or modification provided for in this Declaration, to the extent permitted by law, the Developer, or any entity

which succeeds to its position as the Developer of the Properties may, in its sole discretion, by an instrument filed of record, unilaterally modify, enlarge, amend, waive or add to the provisions of this Declaration or any of its recorded exhibits. Any amendment made pursuant to this paragraph may be made without notice to the members or to any other entity. Annexation of additional real property and subjecting same to this Declaration, dedication of Common Area to the Association, and amendments to this Declaration requires HUD/VA approval as long as there is a Class "B" Membership.

15. TRANSITION FROM DEVELOPER CONTROL. Pursuant to Section 720.307, Florida Statutes (2004), the members other than the Developer are entitled to elect a majority of the Board of Directors three (3) months after ninety percent (90%) of all Parcels in Milano that ultimately will be operated by the Recreation Association have been conveyed to members other than Developer. The Developer shall be entitled to elect at least one member of the Board of Directors as long as Developer holds for sale in the ordinary course of business at least five percent (5%) of the Parcels in all phases of Milano. The Developer may turn over control of the Board of Directors prior to the Transition Meeting by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of members other than Developer to elect Directors and assume control of the Recreation Association provided that at least 30 days notice has been sent to the members.

16. GENERAL PROVISIONS.

16.1 Waiver. Any waiver by Developer of the breach of any provisions of this Declaration must be in writing and shall not operate or be construed as a waiver of any other provision or of any subsequent breach.

16.2 Severability. If any section, subsection sentence, clause, phrase or portion of this Declaration or any of its recorded exhibits is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and shall not affect the validity of the remaining portions.

16.3 Headings. The headings of the Sections herein are for convenience only, and shall not affect the meaning or interpretation of the contents thereof.

16.4 Notices. Any notice required to be sent to any Owner other than Developer under the provisions of this Declaration or the Bylaws, shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Recreation Association at the time of such mailing. The Owner bears the responsibility for notifying the Recreation Association of any change of address. Any notice sent to Developer shall be sent by certified or registered mail, return receipt requested to Developer, c/o Pulte Home Corporation, 9148 Bonita Beach Road, Suite 102, Bonita Springs, FL 34135, Attn: Mr. Edwin D. Stackhouse.

16.5 Interpretation. The Board of Directors is responsible for interpreting the provisions of this Declaration and its exhibits. Such interpretation shall be binding upon all parties unless wholly unreasonable.

IN WITNESS WHEREOF, the Developer does hereby execute this Declaration of Covenants, Conditions and Restrictions through its undersigned, duly authorized officer, this 7th day of SEPTEMBER, 2004.

Witnesses:

PULTE HOME CORPORATION, a Michigan Corporation authorized to do business in the State of Florida (SEAL)

Amanda Carter
Amanda Carter

By: [Signature]
Edwin D. Stackhouse
Its: Agent and Attorney in Fact

Nicole Palkowski
Nicole Palkowski

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 7th day of SEPTEMBER, 2004, by Edwin D. Stackhouse, as Agent and Attorney in Fact of PULTE HOME CORPORATION, a Michigan Corporation authorized to do business in the State of Florida, on behalf of the corporation. He is personally known to me.

[Signature]
Notary Public
Name: LAURA A. RAY

My Commission Expires: 7/13/07

(SEAL)

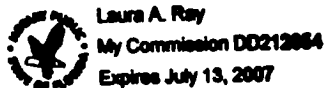


EXHIBIT "A" p. 1 of 2

A PARCEL OF LAND LOCATED IN THE SOUTH 1/2 OF SECTION 13, TOWNSHIP 48 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 48 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA; THENCE RUN SOUTH $88^{\circ}47'39''$ WEST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 13, FOR A DISTANCE OF 275.05 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED;

FROM SAID POINT OF BEGINNING THENCE CONTINUE SOUTH $88^{\circ}47'39''$ WEST, ALONG SAID SOUTH LINE, FOR A DISTANCE OF 1,050.03 FEET; THENCE RUN NORTH $00^{\circ}06'50''$ WEST FOR A DISTANCE OF 2,103.53 FEET TO A POINT ON THE SOUTH LINE OF LIVINGSTON ROAD (275 FOOT RIGHT OF WAY); THENCE RUN SOUTH $00^{\circ}51'17''$ EAST, ALONG SAID RIGHT OF WAY, FOR A DISTANCE OF 165.16 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE CONCAVE SOUTHWEST; THENCE CONTINUE SOUTHEASTERLY ALONG SAID RIGHT OF WAY, AND ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1,772.36 FEET; THROUGH A CENTRAL ANGLE OF $60^{\circ}47'04''$; SUBTENDED BY A CHORD OF 1,793.33 FEET AT A BEARING OF SOUTH $39^{\circ}27'45''$ EAST, FOR AN ARC LENGTH OF 1,880.28 FEET TO THE END OF SAID CURVE; THENCE CONTINUE SOUTH $00^{\circ}04'13''$ EAST, ALONG THE AFOREMENTIONED RIGHT OF WAY, FOR A DISTANCE OF 449.90 FEET; THENCE CONTINUE SOUTH $00^{\circ}07'45''$ EAST, ALONG SAID RIGHT OF WAY, FOR A DISTANCE OF 5.31 FEET TO THE POINT OF BEGINNING, CONTAINING 39.345 ACRES, MORE OR LESS.

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 48 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 13, TOWNSHIP 48 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA; THENCE RUN SOUTH 89°57'13" WEST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 13, FOR A DISTANCE OF 190.01 FEET TO A POINT ON THE EASTERLY LINE OF A 110.00 FEET WIDE FLORIDA POWER AND LIGHT EASEMENT AS RECORDED IN O.R. BOOK 2619 AT PAGES 253 THROUGH 256 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE RUN SOUTH 00°04'15" EAST, ALONG SAID EASTERLY LINE, FOR A DISTANCE OF 42.59 FEET; THENCE RUN SOUTH 33°37'09" WEST, ALONG SAID EASTERLY LINE, FOR A DISTANCE OF 378.65 FEET; THENCE RUN SOUTH 00°04'15" EAST, ALONG SAID EASTERLY LINE, FOR A DISTANCE OF 658.75 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF LIVINGSTON ROAD, A 275.00' FEET WIDE RIGHT-OF-WAY, AS RECORDED IN O.R. BOOK 2619 AT PAGES 201 THROUGH 210 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, THE SAME BEING A POINT ON A CIRCULAR CURVE CONCAVE SOUTHWEST, WHOSE RADIUS POINT BEARS SOUTH 53°30'12" WEST, A DISTANCE OF 2,047.36 FEET THEREFROM; THENCE RUN NORTHWESTERLY, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, AND THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 2,047.36 FEET, THROUGH A CENTRAL ANGLE OF 24°21'32", SUBTENDED BY A CHORD OF 863.87 FEET AT A BEARING OF NORTH 48°40'34" WEST, FOR AN ARC LENGTH OF 870.42 FEET TO THE END OF SAID CURVE; THENCE RUN NORTH 60°51'19" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 319.22' FEET TO THE NORTHEASTERLY MOST CORNER OF LANDS DESCRIBED IN O.R. BOOK 2619 AT PAGES 221 THROUGH 232 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE RUN NORTH 60°51'19" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 454.97 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE CONCAVE NORTHEAST; THENCE RUN NORTHWESTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1,772.36 FEET, THROUGH A CENTRAL ANGLE OF 02°32'56", SUBTENDED BY A CHORD OF 78.84 FEET AT A BEARING OF NORTH 59°34'51" WEST, FOR AN ARC LENGTH OF 78.85 FEET TO THE END OF SAID CURVE, THE SAME BEING A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 13; THENCE RUN NORTH 88°57'13" EAST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 13, FOR A DISTANCE OF 1,601.96 FEET TO THE POINT OF BEGINNING; CONTAINING 14.273 ACRES, MORE OR LESS.

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 48 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 13, TOWNSHIP 48 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA; THENCE RUN SOUTH 89°57'13" WEST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 13, FOR A DISTANCE OF 1327.06' FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 13 AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE RUN SOUTH 00°06'52" EAST, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 13, FOR A DISTANCE OF 269.99 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF LIVINGSTON ROAD, A 275.00 FOOT WIDE RIGHT-OF-WAY AND THE NORTHEASTERLY MOST CORNER OF LANDS DESCRIBED IN O.R. BOOK 2619 AT PAGES 221 THROUGH 232 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE RUN NORTH 60°51'19" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 454.97 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE CONCAVE NORTHEAST; THENCE RUN NORTHWESTERLY, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, AND THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1,772.36 FEET, THROUGH A CENTRAL ANGLE OF 02°32'56", SUBTENDED BY A CHORD OF 78.84 FEET AT A BEARING OF NORTH 59°34'51" WEST, FOR AN ARC LENGTH OF 78.85 FEET TO THE END OF SAID CURVE, THE SAME BEING A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 13; THENCE RUN NORTH 88°57'13" EAST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 13, FOR A DISTANCE OF 464.89 FEET TO THE POINT OF BEGINNING; CONTAINING 1.450 ACRES, MORE OR LESS.

EXHIBIT

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A PARCEL OF LAND LOCATED IN THE SOUTH 1/2 OF SECTION 13, TOWNSHIP 48 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 48 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA; THENCE RUN SOUTH $88^{\circ}47'39''$ WEST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 13, FOR A DISTANCE OF 275.05 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED;

FROM SAID POINT OF BEGINNING THENCE CONTINUE SOUTH $88^{\circ}47'39''$ WEST, ALONG SAID SOUTH LINE, FOR A DISTANCE OF 1,050.03 FEET; THENCE RUN NORTH $00^{\circ}06'50''$ WEST FOR A DISTANCE OF 2,103.53 FEET TO A POINT ON THE SOUTH LINE OF WINSTON ROAD (275 FOOT RIGHT OF WAY); THENCE RUN SOUTH $89^{\circ}31'17''$ EAST, ALONG SAID RIGHT OF WAY, FOR A DISTANCE OF 165.16 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE CONCAVE SOUTHWEST; THENCE CONTINUE SOUTHEASTERLY ALONG SAID RIGHT OF WAY, AND ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1,772.36 FEET; THROUGH A CENTRAL ANGLE OF $60^{\circ}47'04''$; SUBTENDED BY A CHORD OF 1,793.33 FEET AT A BEARING OF SOUTH $39^{\circ}27'45''$ EAST, FOR AN ARC LENGTH OF 1,880.28 FEET TO THE END OF SAID CURVE; THENCE CONTINUE SOUTH $00^{\circ}04'13''$ EAST, ALONG THE AFOREMENTIONED RIGHT OF WAY, FOR A DISTANCE OF 449.90 FEET; THENCE CONTINUE SOUTH $00^{\circ}07'45''$ EAST, ALONG SAID RIGHT OF WAY, FOR A DISTANCE OF 5.31 FEET TO THE POINT OF BEGINNING CONTAINING 39.345 ACRES, MORE OR LESS.

OR: 3644 PG: 2446