EMERSON PARK AT AVE MARIA

DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS

Instrument prepared by and after recording return to:

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EMERSON PARK AT AVE MARIA

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

PULTE HOME CORPORATION, a Michigan corporation authorized to conduct business in the State of Florida, the present fee title owner of the property legally described in Exhibit "A-1" hereto, hereinafter called "Emerson Park at Ave Maria Developer", to its grantees, successors and assigns and all future owners of Parcels located in Emerson Park at Ave Maria, as more particularly described in Exhibit "A-1" attached hereto and made a part hereof, hereby makes the following Emerson Park at Ave Maria Declaration of Covenants, Conditions and Restrictions.

It is the intent of the aforesaid Emerson Park at Ave Maria Developer to ultimately develop the real property, as described in Exhibit "A", as a planned unit development named "Emerson Park at Ave Maria" consisting of two hundred and thirty-four (234) residential units, located within the larger planned unit development known as "Ave Maria". Upon recording of this Emerson Park at Ave Maria Declaration, Emerson Park at Ave Maria Developer hereby submits the real property described in Exhibit "A-1" to the terms and conditions of this Emerson Park at Ave Maria Declaration. Emerson Park at Ave Maria Developer reserves the right to amend this Emerson Park at Ave Maria Declaration in order to submit additional portions of the real property described in Exhibit "A" to the terms of this Emerson Park at Ave Maria Declaration. Emerson Park at Ave Maria Developer shall not be obligated to submit any additional portions of the real property described in Exhibit "A" to the terms of this Emerson Park at Ave Maria Declaration, nor is Emerson Park at Ave Maria Developer obligated to submit them in any particular order. However, in the event Emerson Park at Ave Maria Developer does not submit any additional portion of the real property described in Exhibit "A" to this Emerson Park at Ave Maria Declaration, Emerson Park at Ave Maria 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 Emerson Park at Ave Maria Declaration, the right to use the Emerson Park at Ave Maria Neighborhood Common Area and to have the same easement rights with respect to the real property that is subjected to this Emerson Park at Ave Maria Declaration. For the purpose of enhancing and protecting the value, attractiveness and desirability of the residential units constituting such development, Emerson Park at Ave Maria Developer hereby declares that all of the real property described 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 Emerson Park at Ave Maria Owner thereof and the Neighborhood Association.

Although Emerson Park at Ave Maria is anticipated to have two hundred and thirty-four (234) residential dwellings, the Emerson Park at Ave Maria Developer makes no representation or warranty regarding the timing of or guarantees the construction of future additions to the real property described in Exhibit "A-1" or the number or types of residential dwellings which will ultimately be subjected to this Emerson Park at Ave Maria Declaration. The Emerson Park at Ave Maria Developer reserves the right to seek approval from applicable zoning and regulatory authorities to increase the number of residential dwellings that may be constructed in Emerson Park at Ave Maria and therefore the number of Parcels that may be subjected to this Emerson Park at Ave Maria Declaration. Accordingly, Emerson Park at Ave Maria Developer reserves the right to subject additional real property to this Emerson Park at Ave Maria Declaration that is not legally described in Exhibit "A". If Emerson Park at Ave Maria Developer adds

and subjects real property that is not described in Exhibit "A" or obtains approval from zoning and regulatory authorities to increase the maximum number of Parcels that may be conveyed, the possible Emerson Park at Ave Maria Turnover Date set forth in Section 15 below shall be extended.

1. DEFINITIONS. The terms used in this Emerson Park at Ave Maria Declaration and its recorded exhibits shall have the definitions set forth in Chapter 720, Florida Statutes (2006), unless otherwise defined below (it being the intent hereof that future amendments to Chapter 720, Florida Statutes (2006) not be retroactively applied to impair substantive rights of Emerson Park at Ave Maria Developer set forth herein):

1.1 "Act" shall mean and refer to Chapter 720, Florida Statutes (2006).

1.2 "Architectural Reviewer " means and refers to the entity responsible for review and approval of construction and alterations to improvements, as more particularly described in Section 5 herein.

1.3 "Emerson Park at Ave Maria Neighborhood Association" shall mean and refer to Emerson Park at Ave Maria Neighborhood Association, Inc., a Florida not-for-profit corporation.

1.4 "Emerson Park at Ave Maria Board of Directors" means and refers to the Board of Directors of the Emerson Park at Ave Maria Neighborhood Association.

1.5 "Emerson Park at Ave Maria Neighborhood Common Area" means and refers to all real property which is now or hereafter owned by the Emerson Park at Ave Maria Neighborhood Association or dedicated for use or maintenance by the Emerson Park at Ave Maria Neighborhood Association or its Emerson Park at Ave Maria Members by a recorded plat or this Emerson Park at Ave Maria Declaration.

1.6 "Declarant" or "Emerson Park at Ave Maria 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 the Emerson Park at Ave Maria Governing Documents, it shall always be deemed to include any successor in interest to Emerson Park at Ave Maria Developer's development rights and obligations.

1.7 "Emerson Park at Ave Maria Declaration" means and refers to this Emerson Park at Ave Maria Declaration of Covenants, Conditions and Restrictions, and any amendments hereto.

1.8 "Family" or "Single Family" shall refer to one (1) natural person (as opposed to an artificial entity); or a group of two (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 (2) 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 Master Association Documents and the Emerson Park at Ave Maria 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 Unit on a temporary basis at the invitation of the Emerson Park at Ave Maria 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 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 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 mortgage held by an Institutional Mortgagee encumbering a Unit.

1.12 "Lease" means the grant by a Emerson Park at Ave Maria Owner of a temporary right to occupy the Emerson Park at Ave Maria Owner's Unit for valuable consideration.

1.13 "Unit" 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 any platted or unplatted lot, tract, condominium unit, or other discrete area of real property within Emerson Park at Ave Maria which is capable of separate conveyance and has been subjected to this Emerson Park at Ave Maria Declaration, but shall exclude: Master Association Common Area; Community Common Area; Neighborhood Common Area (including Emerson Park at Ave Maria Neighborhood Common Area); and all property dedicated or deeded to the County, District, SFWMD or any other governmental authority, taxing district, or a public or private utility, including, without limitation, roads, environmental buffers, landscape buffers, preservation and conservation areas and lakes. Wherever herein the term "Parcel" is used in this Emerson Park at Ave Maria Declaration, it shall be interpreted as if followed by the words "and Unit constructed thereon" except where the context clearly requires otherwise.

1.15 "Emerson Park at Ave Maria Member" means and refers to all persons who are members of the Emerson Park at Ave Maria Neighborhood Association as provided in the Emerson Park at Ave Maria Documents.

1.16 "Neighborhood" or "Properties" means and refers to all real property which is subject to this Emerson Park at Ave Maria Declaration and includes both Emerson Park at Ave Maria Neighborhood Common Area and Parcels. "Neighborhood" or "Properties" shall also have the same meaning as the term "Community" as defined in the Act.

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

1.18 "Emerson Park at Ave Maria 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 Emerson Park at Ave Maria.

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

1.20 "Emerson Park at Ave Maria Rules and Regulations" means and refers to the administrative rules and regulations governing use of the Emerson Park at Ave Maria Neighborhood Common Area and

procedures for administering the Emerson Park at Ave Maria Neighborhood Association and the Properties, as adopted, amended and rescinded from time to time by resolution of the Emerson Park at Ave Maria Board of Directors.

1.21 "Single Family Residence" means and refers to a Unit which is restricted to occupancy only by the Emerson Park at Ave Maria Owner or Primary Occupants and their family, guests and tenants as further provided herein.

1.22 "Tenant" or "Tenants" means and refers to one who leases or rents from a Emerson Park at Ave Maria Owner and holds temporary possession of a Unit.

1.23 "Emerson Park at Ave Maria Documents" means and refers to this Emerson Park at Ave Maria Declaration, Emerson Park at Ave Maria Articles of Incorporation, Emerson Park at Ave Maria Bylaws, Emerson Park at Ave Maria Rules and Regulations, Architectural Planning Criteria and the Resolutions of the Neighborhood Association.

1.24 "Emerson Park at Ave Maria" means and refers to and shall be the name of the Properties.

1.25 "Emerson Park at Ave Maria Turnover Date" shall mean the date upon which control of a majority of the seats on the Emerson Park at Ave Maria Board of Directors is transferred to the Class "A" Emerson Park at Ave Maria Members as described in Section 15 herein. "Emerson Park at Ave Maria Turnover" shall mean and refer to the process by which the Emerson Park at Ave Maria Developer transfers control of the Emerson Park at Ave Maria Board of Directors to the Class "A" Emerson Park at Ave Maria Members other than the Emerson Park at Ave Maria Developer and transfers physical possession or control of those records set forth in Section 720.307 of the Act. "Emerson Park at Ave Maria Turnover Meeting" shall mean the meeting of the Class "A" Emerson Park at Ave Maria Members on the Emerson Park at Ave Maria Turnover Date at which the Emerson Park at Ave Maria Turnover is completed.

1.26 "Ave Maria" means that certain planned unit development in which this Neighborhood is located, as more particularly described in the Declaration of Covenants, Conditions and Restrictions for Ave Maria recorded in O.R. Book 4040, Pages 1711 et seq., Public Records of Collier County, Florida ("Master Association Declaration"), including any Exhibits and Supplements and amendments thereto, all as amended and supplemented from time to time. "Master Association" means Ave Maria Master Association, Inc., a not-for-profit homeowners' association responsible for the operation of Ave Maria. "Master Association Documents" means the Declaration of Covenants, Conditions and Restrictions for Ave Maria, the Master Association's Articles of Incorporation and Bylaws, any Supplemental Declaration to the Master Association Declaration, and any other exhibits, all as amended from time to time. However, pursuant to the Master Declaration, including without limitation, Articles XII and XIII thereof, the Master Association shall not have jurisdiction and management over the internal operations, maintenance, and appearance of Emerson Park at Ave Maria. "Master Developer" means Ave Maria Development, LLLP, the developer of Ave Maria.

2. MASTER ASSOCIATION; AVE MARIA .

2.1 Master Association. Each Emerson Park at Ave Maria Owner in Emerson Park at Ave Maria takes title subject to, and agrees to comply with the Master Association Documents as amended from time to

time. Each Emerson Park at Ave Maria Owner becomes a Member of the Master Association and that membership is appurtenant to and inseparable from ownership.

Emerson Park at Ave Maria is located within the "Pulte Component" of Ave Maria (as that term is defined in Article I, Section 2(a)(i) of the Master Association Declaration). Accordingly, the Emerson Park at Ave Maria Owners will be: Members of the Master Association; obligated to pay Assessments levied by the Master Association, Amenity Fees and any other charges required under the Master Association Documents, but shall not be obligated to pay any Commercial/Town Center/Ave Maria University Component Assessments or Developer's Residential Component Assessments; entitled to use and enjoy the Master Association Common Area (including the Amenities, but subject to payment of Amenity Fees) for their intended purpose; and subject to the Master Association Documents. The Owners in the Pulte Component shall collectively be obligated to pay seventy percent (70%) of the Shared Costs. Emerson Park at Ave Maria Owners should refer to the Master Association Documents for a complete description of the obligations of Emerson Park at Ave Maria Owners' obligations thereunder.

2.2 Voting in Master Association Matters. Emerson Park at Ave Maria Owners shall vote in Master Association matters in the manner set forth in the Master Association Documents.

2.3 Ave Maria. Emerson Park at Ave Maria is subject to the Master Association Documents. The Master Association will impose assessments and other charges upon Emerson Park at Ave Maria Owners and their Parcels and otherwise enforce the terms of the Master Association Documents.

2.4 Ave Maria Stewardship Community District. The Ave Maria Stewardship Community District is defined as the "District" in Article II, Section 22 of the Master Association Declaration. Emerson Park at Ave Maria is within and subject to the jurisdiction of the District. A discussion regarding the District is set forth in Article XX of the Master Association Declaration.

The following disclosure statement shall be included in every sales or re-sales contract for any Parcel within the District and shall be in boldfaced and conspicuous type which is larger than the remaining text of the contract. Such statement shall be located immediately prior to the space in the contract reserved for the signature of the buyer.

"THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC SYSTEMS, FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW."

3. NEIGHBORHOOD ASSOCIATION: EMERSON PARK AT AVE MARIA MEMBERSHIP: VOTING RIGHTS. The administration, management and ownership of the Emerson Park at Ave Maria Neighborhood Common Area shall be by the Emerson Park at Ave Maria Neighborhood Association, Inc., a Florida not-for-profit corporation which shall perform its functions pursuant to the following:

3.1 Emerson Park at Ave Maria Articles of Incorporation. A copy of the Emerson Park at Ave Maria Articles of Incorporation of the Association is attached as Exhibit "B".

3.2 Emerson Park at Ave Maria Bylaws. A copy of the Emerson Park at Ave Maria Bylaws is attached as Exhibit "C".

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

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

(A) Class "A". Class "A" Emerson Park at Ave Maria Members shall be all those Emerson Park at Ave Maria Owners as defined in Section 1, with the exception of the Class "B" Emerson Park at Ave Maria Member. Class "A" Emerson Park at Ave Maria 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) Approval of the Emerson Park at Ave Maria Neighborhood Association as provided for elsewhere herein.

(3) Delivery to the Emerson Park at Ave Maria Neighborhood Association of a copy of the recorded deed or other instrument evidencing title.

(4) Delivery to the Neighborhood Association, if required, of a written designation of the Primary Occupants.

(B) Class "B". The Class "B" Emerson Park at Ave Maria Member shall be Emerson Park at Ave Maria Developer or any successor to Emerson Park at Ave Maria Developer's development rights.

Emerson Park at Ave Maria Membership shall be appurtenant to, run with, and shall not be separated from the real property interest upon which Emerson Park at Ave Maria Membership is based.

3.5 Voting Interests. The Class "A" Emerson Park at Ave Maria Members of the Association are entitled to one (1) vote for each Parcel owned by them. The total number of Class "A" votes shall not

exceed the total number of Parcels subject to this Emerson Park at Ave Maria Declaration. The vote of a Parcel is not divisible. The right to vote may not be denied because of delinquent Emerson Park at Ave Maria Assessments. If a Parcel is owned by one natural person, his right to vote shall be established by the record title. If a Parcel is owned jointly by two (2) or more natural persons who are not acting as trustees, that Parcel's vote may be cast by any one of the record Emerson Park at Ave Maria Owners. If two (2) or more Emerson Park at Ave Maria Owners of a Parcel do not agree among themselves how their one vote shall be cast, that vote shall not be counted for any purpose. If the Emerson Park at Ave Maria Owner of a Parcel is not a natural person or is a trustee, the vote of that Parcel shall be cast by any officer, director, manager, managing member, partner or trustee, as the case may be. The Class "B" Emerson Park at Ave Maria Member shall be entitled to a number of votes equal to the total number of Parcels owned by the Class "A" Emerson Park at Ave Maria Members plus one (1) vote; provided that subsequent to the Emerson Park at Ave Maria Turnover Date, as referenced in Section 15 hereof, the Class "B" Emerson Park at Ave Maria Member shall be entitled to one (1) vote for each Parcel owned by it.

3.6 Approval or Disapproval of Matters. Whenever the decision or approval of the Emerson Park at Ave Maria Owner of a Parcel is required upon any matter, whether or not the subject of a Emerson Park at Ave Maria Neighborhood 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 a Emerson Park at Ave Maria Neighborhood Association meeting, unless the joinder of all record Emerson Park at Ave Maria Owners is specifically required.

3.7 Change of Emerson Park at Ave Maria Membership. Following written approval of the Neighborhood Association, as elsewhere required herein, a change of Emerson Park at Ave Maria Membership shall be established as provided in Section 3.4 above; and the Emerson Park at Ave Maria Membership of the prior Emerson Park at Ave Maria Owner shall thereby be automatically terminated.

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

3.9 Emerson Park at Ave Maria Neighborhood Association As Owner of Parcels. The Emerson Park at Ave Maria Neighborhood Association has the power to purchase Parcels and Units, and to acquire and hold, lease, mortgage, and convey them, by act of a majority of the Emerson Park at Ave Maria Board of Directors.

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

3.11 Limitation on Liability. Notwithstanding the duty of the Emerson Park at Ave Maria Neighborhood Association to maintain and repair the Emerson Park at Ave Maria Neighborhood Common

Area, the Emerson Park at Ave Maria Neighborhood Association shall not be liable to Emerson Park at Ave Maria 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 Neighborhood Association, or caused by the elements or Emerson Park at Ave Maria Owners or other persons.

3.12 Emerson Park at Ave Maria Board of Directors. Except as otherwise provided by law or by the Governing Documents, the Emerson Park at Ave Maria Neighborhood Association shall act through its Emerson Park at Ave Maria Board of Directors and its officers, and no vote of the Emerson Park at Ave Maria Members shall be required. The Officers and Directors of the Emerson Park at Ave Maria Neighborhood Association have a fiduciary relationship to the Emerson Park at Ave Maria Members. A Emerson Park at Ave Maria Owner does not have the authority to act for the Emerson Park at Ave Maria Neighborhood Association by virtue of being a Emerson Park at Ave Maria Owner.

3.13 Powers and Duties. The powers and duties of the Emerson Park at Ave Maria Neighborhood Association include those set forth in the Governing Documents.

4. COVENANT FOR ANNUAL AND SPECIAL EMERSON PARK AT AVE MARIA ASSESSMENTS.

4.1 Creation of Lien and Personal Obligation for Emerson Park at Ave Maria Assessments. Subject to the limitations on assessment liability set forth in Sections 4.3 and 4.4, Emerson Park at Ave Maria Developer, for each Parcel within the Neighborhood, hereby covenants, and each subsequent Emerson Park at Ave Maria 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 Neighborhood Association:

(A) the Parcel's pro rata share of annual Emerson Park at Ave Maria Assessments based on the annual budget adopted by the Neighborhood Association;

(B) the Parcel's pro rata share of special Emerson Park at Ave Maria Assessments for Emerson Park at Ave Maria Neighborhood Association expenditures not provided for by annual Emerson Park at Ave Maria Assessments;

(C) any charges against less than all of the Parcels specifically authorized in this Emerson Park at Ave Maria Declaration or the Emerson Park Ave Maria Bylaws; and

(D) initial capital contributions payable at closing to the Emerson Park at Ave Maria Neighborhood Association as determined by Emerson Park at Ave Maria Developer.

Emerson Park at Ave Maria Assessments shall be established and collected as provided herein and in the Emerson Park at Ave Maria Bylaws. The annual and special Emerson Park at Ave Maria Assessments and charges, together with interest, costs, and reasonable attorney's fees shall bind such property in the hands of the Emerson Park at Ave Maria 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 Emerson Park at Ave Maria 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 Emerson Park at Ave Maria Declaration as to Emerson Park at Ave Maria Developer and Institutional Mortgagees, no Emerson Park at Ave Maria Owner

may be excused from the payment of Emerson Park at Ave Maria Assessments unless all Emerson Park at Ave Maria Owners are similarly excused.

4.2 Master Association Assessments;. It is possible that the Master Association will require the Emerson Park at Ave Maria Neighborhood Association to collect such Assessments and other charges on behalf of the Master Association from the Emerson Park at Ave Maria Owners, and to remit a lump-sum check to the Master Association. The Master Association adopts these Assessments and other charges, and neither Emerson Park at Ave Maria Developer nor the Emerson Park at Ave Maria Neighborhood Association have control over the amount or timing of such Assessments. In the event that the Emerson Park at Ave Maria Neighborhood Association is required to collect Assessments and charges on behalf of the Master Association, these amounts shall be included within the Emerson Park at Ave Maria Neighborhood Association's budget as a notation. However, in no event shall the Master Association's Assessments be considered common expenses of the Emerson Park at Ave Maria Neighborhood Association. Within ten (10) days after the due date for the Master Association's Assessments, the Emerson Park at Ave Maria Neighborhood Association shall provide the Master Association with a list of those Emerson Park at Ave Maria Owners who have failed to pay the Master Association's Assessments. Collection of the delinquent Master Association's Assessments, whether by foreclosure of a Claim of Lien and/or money judgment, shall remain the Master Association's obligation.

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

4.4 Emerson Park at Ave Maria Developer's Guaranty of Emerson Park at Ave Maria Assessments and Share for Parcels Owned By It. Emerson Park at Ave Maria Developer guarantees that until the earlier to occur of either: (a) December 31st of the year in which this Emerson Park at Ave Maria Declaration is recorded; or (b) the date control of the Association is turned over to Emerson Park at Ave Maria Owners other than Emerson Park at Ave Maria Developer, monthly Emerson Park at Ave Maria Assessments against each Emerson Park at Ave Maria Owner by the Emerson Park at Ave Maria Neighborhood Association shall not exceed $28.09. Emerson Park at Ave Maria Developer reserves the right to renew the guaranty period for four (4) successive periods of up to one (1) year each, on such terms as established by Emerson Park at Ave Maria Developer, provided that no guaranty period shall extend beyond the Emerson Park at Ave Maria Turnover Date. During the guaranty period, Emerson Park at Ave Maria Developer shall be excused from the payment of Emerson Park at Ave Maria Assessments for Parcels owned by it, and instead shall pay that portion of all Emerson Park at Ave Maria Neighborhood Association expenses actually incurred which exceeds the amounts assessed against other Emerson Park at Ave Maria Owners. Such difference, herein called the "deficiency", shall not include any Assessments or charges levied by the Master Association. The Master Association Assessments and charges may include, but not be limited to,

those for: any Master Association "Bulk Agreement" for cable television, electronic monitoring or other telecommunications services. If the Emerson Park at Ave Maria Neighborhood Association enters into a "Bulk Agreement" with a provider of cable television, electronic monitoring services or other telecommunications services, then the guaranteed monthly assessment for each Parcel shall increase to reflect any of such charges. After the Emerson Park at Ave Maria Turnover Date (as set forth in Section 15 herein), any initial capital contributions payable at closing to the Emerson Park at Ave Maria Neighborhood Association may be used to pay operating expenses, fund reserves, or for any other purpose permitted or obligation imposed upon the Emerson Park at Ave Maria Neighborhood Association pursuant to the Emerson Park at Ave Maria Documents. Following expiration of Emerson Park at Ave Maria Developer's guaranty, Emerson Park at Ave Maria Developer shall pay Emerson Park at Ave Maria Assessments as described in Section 4.3 hereof.

4.5 Establishment of Liens. Any and all Emerson Park at Ave Maria Assessments levied by the Emerson Park at Ave Maria Neighborhood Association or collected on behalf of in accordance with the provisions of this Emerson Park at Ave Maria Declaration or any of the Governing Documents, 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 and Unit against which each such assessment or charge is made, and shall also be the personal obligation of the Emerson Park at Ave Maria Owner of each Parcel and Unit assessed. This lien is superior to any homestead rights the Emerson Park at Ave Maria Owner may acquire. No Emerson Park at Ave Maria Owner may exempt himself from personal liability for Emerson Park at Ave Maria Assessments, or release the Unit owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Emerson Park at Ave Maria Neighborhood Common Area, or by abandonment of his Unit. The continuing lien may be perfected by the Emerson Park at Ave Maria Neighborhood Association recording a Claim of Lien in the Public Records of Collier County, Florida, setting forth the description of the Parcel, the name of the Emerson Park at Ave Maria Owner, the name and address of the Emerson Park at Ave Maria Neighborhood Association and the amount and due date of each unpaid assessment as of the date the Claim of Lien is recorded. The Claim of Lien may be executed by either an officer of the Emerson Park at Ave Maria Neighborhood Association or its legal counsel. The effectiveness of the Claim of Lien shall relate back to the date this Emerson Park at Ave Maria Declaration was recorded in the Public Records of Collier County, Florida. A Claim of Lien shall secure payment of all Emerson Park at Ave Maria Assessments due at the time of recording (including interest, costs and attorney's fees as provided above), as well as all Emerson Park at Ave Maria Assessments, interest, costs and attorney's fees coming due subsequently, until the Claim of Lien is satisfied or a final judgment of foreclosure obtained. Upon full payment of all sums secured by that Claim of Lien, the party making payment is entitled to a Satisfaction of Lien.

4.6 Priority of Liens. The foregoing notwithstanding, the Emerson Park at Ave Maria Neighborhood Association's lien for unpaid Emerson Park at Ave Maria Assessments shall be subordinate and inferior to: the lien of all municipal, county, state and federal taxes, assessments and other levies which by law would be superior thereto; and the Master Association's continuing liens. Emerson Park at Ave Maria Neighborhood Association's lien shall be subordinate and inferior to the lien of any recorded Institutional Mortgage, unless the Emerson Park at Ave Maria Neighborhood 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 Unit shall be subordinate and inferior to any Claim of Lien of the Neighborhood Association, 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 4.6, 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 Emerson Park at Ave Maria Assessments. If any Emerson Park at Ave Maria Owner fails to pay any Assessment, or installment thereof, within ten (10) days after the due date, the Emerson Park at Ave Maria Neighborhood 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 Emerson Park at Ave Maria Neighborhood 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 deny Emerson Park at Ave Maria Neighborhood Association approval of any proposed sale or transfer of the Emerson Park at Ave Maria Owner's Parcel and Unit.

(C) To file an action in equity to foreclose its lien. The lien may be foreclosed by an action in the name of the Emerson Park at Ave Maria Neighborhood Association in the same manner as that provided pursuant to Florida law for the foreclosure of liens on condominium units for unpaid condominium assessments, unless the Act requires otherwise.

(D) To bring an action at law for a money judgment against the Emerson Park at Ave Maria Owner without waiving any lien foreclosure rights of the Emerson Park at Ave Maria Neighborhood Association.

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

5. ARCHITECTURAL AND AESTHETIC CONTROL

5.1 Necessity of Architectural Review and Approval. Except for Emerson Park at Ave Maria Developer, no Emerson Park at Ave Maria Owner shall make or permit the making of any alterations or additions to his Parcel or the Emerson Park at Ave Maria Neighborhood Common Area, or in any manner change the exterior appearance of any portion of the Unit, without first obtaining the written approval of the Architectural Reviewer, which approval may be denied if the Architectural Reviewer determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the Neighborhood, in part or in whole. Any glass, screen, curtain, blind, shutter, awning, or other modifications, additions or installations which may be installed where visible from outside the Unit, are

subject to regulation by the Architectural Reviewer. The installation of hurricane shutters shall be subject to regulation by the Architectural Reviewer. No Emerson Park at Ave Maria Owner may alter the landscaping of the Emerson Park at Ave Maria Neighborhood Common Area in any way without prior approval of the Architectural Reviewer.

5.2 Architectural Review. The architectural review and control functions of the Emerson Park at Ave Maria Neighborhood Association shall be administered and performed by the "Architectural Reviewer", as defined herein. Emerson Park at Ave Maria Developer shall be the Architectural Reviewer and shall have the exclusive right to exercise architectural review under this Section. Emerson Park at Ave Maria Developer may delegate its reserved rights hereunder to any entity, including the Emerson Park at Ave Maria Board of Directors or an Architectural Review Committee appointed by the Emerson Park at Ave Maria Board of Directors, in which case the delegatee shall be deemed the Architectural Reviewer. Prior to the Emerson Park at Ave Maria Turnover Date, the Emerson Park at Ave Maria Neighborhood Association shall not be required to adopt Architectural Planning Criteria, but rather, Emerson Park at Ave Maria 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. Following the Emerson Park at Ave Maria Turnover Date, the Emerson Park at Ave Maria Neighborhood Association shall be the Architectural Reviewer, whether through the Emerson Park at Ave Maria Board of Directors or an Architectural Review Committee. The Architectural Planning Criteria shall in no event apply to Emerson Park at Ave Maria Developer.

5.3 Powers and Duties of 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 Emerson Park at Ave Maria Declaration. As long as Emerson Park at Ave Maria Developer owns at least one Parcel or other property in the Neighborhood, the Architectural Reviewer shall not alter the Architectural Planning Criteria, without Emerson Park at Ave Maria Developer's prior written consent, which consent may be denied in Emerson Park at Ave Maria 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 Emerson Park at Ave Maria Member; 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 (1) 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 of placement of which is proposed upon any Parcel or Property in the Neighborhood, 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 the Property 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 Emerson Park at Ave Maria Declaration and the Architectural Planning Criteria. Reviews shall be coordinated with required governmental approvals. The Architectural Reviewer shall have sixty (60) days to respond once a complete

set of plans and specifications have been submitted. Failure to respond within said sixty (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 building 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 the Property in the 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.

(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 therefore, if any, then the Emerson Park at Ave Maria 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 or the Emerson Park at Ave Maria Neighborhood Association. The Architectural Reviewer shall be specifically empowered to grant variances from the covenants, conditions and restrictions as contained herein and 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 approval or proposed improvements. Such fees, if any, shall be payable to the Architectural Reviewer, in cash, 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 Emerson Park at Ave Maria Owner, they shall become a lien on the Emerson Park at Ave Maria Owner's Property.

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

5.4 Architectural Control by the Master Association. Approval of construction, modification, or alteration of any Unit or Emerson Park at Ave Maria Neighborhood Common Area granted by the Architectural Reviewer pursuant to this Emerson Park at Ave Maria Declaration shall not avoid the need for nor guaranty such approval as may be required by the Master Association Documents. The Design Review Guidelines of the Master Association shall take priority over any conflicting architectural control or review provisions adopted by the Emerson Park at Ave Maria Neighborhood Association.

5.5 Garages. No garages shall be converted to residential use or use other than as originally designed with the exception of conversion of a garage by Emerson Park at Ave Maria Developer for use as a temporary sales office.

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

6. PROPERTY RIGHTS: EASEMENTS.

6.1 Use of Emerson Park at Ave Maria Neighborhood Common Area. Every Emerson Park at Ave Maria Owner and his tenants, guests and invitees shall have a perpetual non-exclusive easement for ingress, egress and access in, to and over the sidewalks, walkways and private roads, if any, which may be contained within the Emerson Park at Ave Maria Neighborhood Common Area for use in common with all other Emerson Park at Ave Maria Owners, their tenants, guests and invitees. Except as otherwise limited in the Governing Documents, the portions of the Emerson Park at Ave Maria Neighborhood Common Area not used for walkways, private streets, sidewalks or driveways shall be for the common use and enjoyment of the Emerson Park at Ave Maria Owners and each Emerson Park at Ave Maria Owner shall have a permanent and perpetual easement for the use and enjoyment of such lands as common open space in such manner as may be regulated by the Emerson Park at Ave Maria Neighborhood Association. These easements shall be appurtenant to and shall pass with the title to every Unit subject to the following:

(A) The right and duty of the Emerson Park at Ave Maria Neighborhood Association to levy Emerson Park at Ave Maria Assessments against each Parcel for the upkeep, maintenance, repair or betterment of the Emerson Park at Ave Maria Neighborhood Common Area and improvements thereon.

(B) The right of the Emerson Park at Ave Maria Neighborhood Association to dedicate or transfer or grant an easement covering all or any part of the Emerson Park at Ave Maria Neighborhood Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be determined by the Emerson Park at Ave Maria Board. No such easement shall materially interfere with the rights of the Emerson Park at Ave Maria Owner to use the Emerson Park at Ave Maria Neighborhood Common Area for the purposes intended.

(C) The right of a Emerson Park at Ave Maria Owner to the use and enjoyment of the Emerson Park at Ave Maria Neighborhood 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 Emerson Park at Ave Maria Neighborhood Association.

THE EMERSON PARK AT AVE MARIA NEIGHBORHOOD ASSOCIATION SHALL ACCEPT "AS IS, WHERE IS" THE CONVEYANCE OF THE EMERSON PARK AT AVE MARIA NEIGHBORHOOD COMMON AREA 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 CONDITION, 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 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 EMERSON PARK AT AVE MARIA NEIGHBORHOOD ASSOCIATION AND ALL EMERSON PARK AT AVE MARIA OWNERS RELEASE EMERSON PARK AT AVE MARIA DEVELOPER FROM ANY CLAIMS AND WARRANT THAT NO CLAIM SHALL BE MADE BY THE EMERSON PARK AT AVE MARIA NEIGHBORHOOD ASSOCIATION OR ANY EMERSON PARK AT AVE MARIA OWNER RELATING TO THE CONSTRUCTION, CONDITION, ADEQUACY FOR ANY PARTICULAR PURPOSE OR 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 Easements. Emerson Park at Ave Maria Developer (during any period in which Emerson Park at Ave Maria 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 Emerson Park at Ave Maria 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 Emerson Park at Ave Maria Owners or for the purpose of carrying out any provisions of this Emerson Park at Ave Maria Declaration. Such easements or the relocation of existing easements may not prevent or unreasonably interfere with the use of the Parcels and Units. Each 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 public or private utility lines and other similar or related facilities serving other Parcels and portions of the Properties. If, by reason of original construction, shifting, settlement or movement, any Unit encroaches upon the Emerson Park at Ave Maria Neighborhood Common Area or upon any other Parcel, then an easement shall exist to the extent of that encroachment as long as the encroachment exists. In the event that any structure is partially or totally destroyed, then rebuilt, then the Emerson Park at Ave Maria Owners and the Emerson Park at Ave Maria Neighborhood Association agree that minor encroachments on adjacent Parcels or on Emerson Park at Ave Maria Neighborhood Common Area due to construction shall be permitted and that an easement for such encroachments and the maintenance of the structure shall exist. The Emerson Park at Ave Maria Neighborhood Association is granted a blanket easement over the Emerson Park at Ave Maria Neighborhood Common Area and Parcels for repair and maintenance and for carrying out its responsibilities pursuant to this Emerson Park at Ave Maria Declaration. Each Parcel shall be subject to an access easement in favor of the adjoining Emerson Park at Ave Maria Owner(s) and their contractors and agents for purposes of using the rear yard area in order to bring materials and construction equipment to the rear of the Parcel for construction of pools or other structures. The adjoining Emerson Park at Ave Maria Owner shall restore the Parcel to its previous condition following completion of such construction. Following transition from Emerson Park at Ave Maria Developer control, the Emerson Park at Ave Maria Neighborhood Association shall have the authority to grant easements on the foregoing terms, subject to Emerson Park at Ave Maria Developer's prior written consent as long as Emerson Park at Ave Maria Developer owns a Parcel or any property located in the Neighborhood.

6.3 Partition; Separation of Interest. There shall be no judicial partition of the Emerson Park at Ave Maria Neighborhood Common Area, except as expressly provided elsewhere herein, nor shall Emerson Park at Ave Maria Developer, or any Emerson Park at Ave Maria 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 Unit owned on cotenancy. The ownership of any Parcel and the ownership of the 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 Unit hold Emerson Park at Ave Maria Membership in the Emerson Park at Ave Maria Neighborhood Association, except for Emerson Park at Ave Maria Developer.

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

6.5 Additional Easements. The Parcels shall be subject to and benefited by any and all easements which are set forth in: the Governing Documents; the Plat of Ave Maria Unit 8, Emerson Park recorded in Plat Book _____ at Page _____ et. seq., Public Records of Collier County, Florida; and any subsequent plat encumbering any real property in Emerson Park at Ave Maria (the "Plats"). The Emerson Park at Ave Maria Neighborhood Association shall have such easements across the Properties and all Parcels as are necessary to fulfill its obligations as set forth in the Governing Documents. The Master Association and the Master Developer have such easements in Emerson Park at Ave Maria as more particularly described in the Master Association Declaration.

7. MAINTENANCE OF EMERSON PARK AT AVE MARIA NEIGHBORHOOD COMMON AREA AND UNITS.

7.1 Emerson Park at Ave Maria Neighborhood Association Maintenance. The Emerson Park at Ave Maria Neighborhood Association is responsible for the protection, maintenance, repair and replacement of the Emerson Park at Ave Maria Neighborhood Common Area. All maintenance, repair and replacement which is the responsibility of the Emerson Park at Ave Maria Neighborhood Association shall be a common expense, unless the Emerson Park at Ave Maria Neighborhood Association undertakes maintenance, repair or replacement of a Parcel due to an Emerson Park at Ave Maria Owner's failure to undertake the maintenance, repair or replacement.

7.2 Emerson Park at Ave Maria Owner Maintenance. Emerson Park at Ave Maria Owners shall maintain, repair and replace their Parcels, Units and any other improvements, modifications and additions thereto in a safe, clean, orderly and attractive condition those portions of the Parcel, Unit and any other improvements located thereon. Whenever a Emerson Park at Ave Maria Owner contracts for maintenance, repair or replacement, alteration, addition or improvement of any portion of the Parcel, whether with or without approval from the Architectural Reviewer, such Emerson Park at Ave Maria Owner shall be deemed to have warranted to the Emerson Park at Ave Maria Neighborhood Association and its Emerson Park at Ave Maria Members that his contractor(s) are properly licensed and fully insured and that the Emerson Park at Ave Maria Owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance.

7.3. Alterations and Additions to Emerson Park at Ave Maria Neighborhood Common Area. Material alterations or substantial additions to the Emerson Park at Ave Maria Neighborhood Common Area may be undertaken and funds necessary levied as special Emerson Park at Ave Maria Assessments by the Emerson Park at Ave Maria Neighborhood Association only upon approval by a majority of the Emerson Park at Ave Maria Board of Directors and Emerson Park at Ave Maria Developer (until Emerson Park at Ave Maria Developer conveys the last Parcel which may be submitted to the terms of this Emerson Park at Ave Maria Declaration). Alterations and additions to the Emerson Park at Ave Maria Neighborhood Common Area and Units also require architectural approval under the Master Association Documents. The Emerson Park at Ave Maria Neighborhood Common Area shall not be mortgaged or conveyed without the approval of at least 2/3 of the Class "A" Emerson Park at Ave Maria Members (excluding Emerson Park at Ave Maria Developer).

7.4 Enforcement of Maintenance. In the event that a Emerson Park at Ave Maria Owner fails or refuses to comply with these provisions, after fourteen (14) days notice and demand from the Emerson Park at Ave Maria Neighborhood Association and the Emerson Park at Ave Maria Owner's failure to comply, the Emerson Park at Ave Maria Neighborhood Association shall have the authority (but not the obligation) to take whatever action is reasonably necessary in its judgment to bring the Parcel and Unit into conformity and the expenses of doing so shall be an obligation of the Emerson Park at Ave Maria Owner collectable as a special assessment against that Parcel. The Emerson Park at Ave Maria Neighborhood Association is granted an easement upon the Parcel and its improvements for these purposes. In the alternative, the Emerson Park at Ave Maria Neighborhood Association may institute legal proceedings to compel the Emerson Park at Ave Maria Owner to observe his obligations set forth in the Governing Documents.

7.5 Negligence: Damage Caused by Condition in Unit. The Emerson Park at Ave Maria Owner of each Unit shall be liable for the expenses of any maintenance, repair or replacement of Emerson Park at Ave Maria Neighborhood Common Area, other Units, or personal property made necessary by his act or negligence, or by that of any member of his family or his guests, employees, agents, or tenants. Each Emerson Park at Ave Maria Owner has a duty to maintain his Unit and personal property therein, in such a manner as to prevent foreseeable and reasonably preventable damage to other Units, the Emerson Park at Ave Maria Neighborhood Common Area or the property of other Emerson Park at Ave Maria Owners and residents. If any condition, defect or malfunction, resulting from the Emerson Park at Ave Maria Owner's failure to perform this duty causes damage to other Units, the Emerson Park at Ave Maria Neighborhood Common Area or property within other Units, the Emerson Park at Ave Maria Owner of the offending Unit shall be liable to the person or entity responsible for repairing the damaged property for all costs of repair or replacement not paid by insurance. The Emerson Park at Ave Maria Neighborhood Association may, but is not obligated to repair the damage and hold the responsible party liable for all costs, secured by a lien against the applicable Parcel, which lien may be foreclosed in the same manner as the Emerson Park at Ave Maria Neighborhood Association's Claim of Lien.

7.6 Emerson Park at Ave Maria Developer's Lien. In the event the Emerson Park at Ave Maria Neighborhood Association fails to maintain, replace or repair as herein provided, upon thirty (30) days notice to the Emerson Park at Ave Maria Neighborhood Association, Emerson Park at Ave Maria Developer or its designee shall have the right, without being obligated to do so, to enter upon the Neighborhood and cause said maintenance, replacement, or repair to be made, and in such event, Emerson Park at Ave Maria Developer shall have a lien upon the Neighborhood, including all Parcels therein, for the costs thereof, including, without limitation, interest, court costs and reasonable attorneys' fees and appellate attorneys' fees incurred by Emerson Park at Ave Maria Developer in collecting the sums expended by it. The aforesaid

lien may be foreclosed in the same manner as the Emerson Park at Ave Maria Neighborhood Association's Claim of Lien. In the event of an emergency situation threatening the health and welfare of the residents, Emerson Park at Ave Maria Developer may immediately enter upon the Neighborhood and cause such maintenance replacements or repairs to be made forthwith and without the requirement of any prior notice thereof, and Emerson Park at Ave Maria Developer shall have an enforceable lien upon the Neighborhood as described above.

7.7 Surface Water Management System. The Surface Water Management System shall consist of certain water management lakes and ancillary drainage facilities constructed by Master Developer or Emerson Park at Ave Maria Developer in accordance with permits issued by the South Florida Water Management District ("SFWMD"). The Master Developer, Emerson Park at Ave Maria Developer or the District may reconfigure the size and location of the lakes, but only to the extent permitted by the SFWMD Permits and the District. The Master Developer, Emerson Park at Ave Maria Developer, District and the Master Association shall have an easement over the Properties for purposes of accessing the lakes and ancillary drainage facilities. The Master Developer, Emerson Park at Ave Maria Developer, District or the Master Association may require the portions of the Surface Water Management System and other conservation areas in Emerson Park at Ave Maria to be included in the Emerson Park at Ave Maria Neighborhood Common Area. The lakes shall not be available for use by Emerson Park at Ave Maria Owners or the Emerson Park at Ave Maria Neighborhood Association, nor shall any such Person 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. All Emerson Park at Ave Maria Owners acknowledge that due to ground water elevations, priorities established by governmental authorities, and other causes outside of the control of Master Developer, Master Association, SFWMD, the District, Emerson Park at Ave Maria Developer and the Emerson Park at Ave Maria Neighborhood Association, lake water levels may fluctuate at certain times during the year and such fluctuations may be material. None of the Persons mentioned in the preceding sentence 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. The Master Association Declaration sets forth various other provisions regarding the Surface Water Management System, and all Emerson Park at Ave Maria Owners and the Emerson Park at Ave Maria Neighborhood Association are subject to same.

7.8 Standard of Maintenance. The Emerson Park at Ave Maria Neighborhood Association and each Emerson Park at Ave Maria Owner shall perform their maintenance responsibilities hereunder in a manner consistent with the Community-Wide Standard established pursuant to the Master Association Declaration.

8. INSURANCE: The Emerson Park at Ave Maria Neighborhood Association shall obtain and maintain adequate insurance for the Emerson Park at Ave Maria Neighborhood Common Area (with provisions for deductibles) as follows:

(A) Casualty. To the extent that there is Emerson Park at Ave Maria Neighborhood Common Area containing any improvements, the coverage shall afford protection against loss or damage by fire or other hazards covered by a standard extended coverage endorsement, and such other risks as are customarily covered with respect to improvements on the Emerson Park at Ave Maria Neighborhood Common Area, including, but not limited to, flood (if required by law), vandalism, or malicious mischief. All or any part of such coverage may be extended to include the Neighborhood Association's personal property as the Emerson Park at Ave Maria Board may deem desirable. The Emerson Park at Ave Maria Neighborhood

Association shall act as agent of the Emerson Park at Ave Maria Owners and shall adjust all losses on their behalf.

(B) Liability. Premises and operations liability for bodily injury and property damage in such limits of protection and with such coverage as are determined by the Emerson Park at Ave Maria Board of Directors, with cross liability endorsement to cover liabilities of the Emerson Park at Ave Maria Owners as a group to an Emerson Park at Ave Maria Owner, if obtainable at reasonable cost.

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 Emerson Park at Ave Maria Developer for temporary offices, sales offices or models. No trade or business may be conducted in or from any Unit, except that a Emerson Park at Ave Maria 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 Neighborhood who do not reside in the Neighborhood or door-to-door solicitation of occupants of the Neighborhood; and (d) the business activity is consistent with the residential character of the Neighborhood 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 Neighborhood without the written consent of the Emerson Park at Ave Maria Board of Directors or in accordance with the Emerson Park at Ave Maria Rules and Regulations and the Rules and Regulations of the Master Association, except in connection with the sale or resale of Parcels by Emerson Park at Ave Maria Developer or as may be required by legal proceedings. Signs which are permitted within the Neighborhood may be restricted as to the size, color, lettering, materials and location of such signs. The Emerson Park at Ave Maria Board of Directors or Emerson Park at Ave Maria Developer shall have the right to erect signs as they, in their discretion, deem appropriate. Under no circumstances shall signs, flags, banners or similar items advertising or providing directional information with respect to activities being conducted outside the Neighborhood be permitted within the Neighborhood without the express written consent of the Emerson Park at Ave Maria Board of Directors and the Master Association's Board of Directors or unless they are installed by Emerson Park at Ave Maria 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 Emerson Park at Ave Maria Neighborhood 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 Emerson Park at Ave Maria Neighborhood Common Area.

9.4 Underground Utility Lines and Services. All electric, telephone, gas and other utility lines shall be installed underground, except for temporary lines as required during construction or if required by law.

9.5 Emerson Park at Ave Maria Neighborhood Common Area. No Emerson Park at Ave Maria Owner shall make use of the Emerson Park at Ave Maria Neighborhood Common Area in such a manner as to abridge the equal rights of the other Emerson Park at Ave Maria Owners to their use and enjoyment thereof nor shall any Emerson Park at Ave Maria Owner remove, prune, cut, damage or injure any trees or other landscaping located in the Emerson Park at Ave Maria Neighborhood Common Area. Except as otherwise stated in this Emerson Park at Ave Maria Declaration and its Exhibits or with respect to Emerson Park at Ave Maria Developer's reserved rights, any portion of the Emerson Park at Ave Maria Neighborhood Common Area which is deemed open space shall be owned by the Emerson Park at Ave Maria Neighborhood 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 a reasonable number of dogs, cats and other usual and non-exotic household pets may be kept (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 Emerson Park at Ave Maria Owner's Parcel and shall not be permitted to run freely. When outside the Emerson Park at Ave Maria Owner's Unit (if it does not have a fence or "invisible fence"), all pets must be carried or secured with a hand held leash.

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

(A) Vans, pick-up trucks and sport utility vehicles 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. Law enforcement vehicles may be parked on driveways and in parking spaces if the driver is a law enforcement officer. All other vehicles (i.e. all motorized and non-motorized vehicles except operable automobiles) including, without limitation, the following: inoperable automobiles, golf carts, commercial vehicles, recreational vehicles, 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. Parking in the roadway is prohibited. Bicycle racks are permitted on non-commercial vehicles. Garage doors must be kept closed except when a vehicle must enter or exit the garage. 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.

(B) No commercial vendor vehicle of any kind shall be permitted to be parked on a residential Parcel for a period of more than twelve (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 or other vehicles which may be utilized by: Emerson Park at Ave Maria Developer, its contractors and subcontractors for purposes of completing construction of the Neighborhood; Emerson Park at Ave Maria Neighborhood Association, its vendors and employees; the Master Association and any governmental authority or private or public utility.

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 Emerson Park at Ave Maria. Any future color changes, as described above, desired by Emerson Park at Ave Maria 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 Emerson Park at Ave Maria Neighborhood 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 surface water management areas. All lawn and landscaped areas shall be kept in good and living condition.

9.10 Driveways and Parking Areas. All driveways shall be constructed of concrete or paverstone.

9.11 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 Unit, or is located on the side or rear yard of the Parcel. The Architectural Reviewer may require that a Reception Device be painted or screened by landscaping in order to blend into the Unit and removed from view from the street and other Units. A flagpole shall not be used as an antenna. The installation and display of flagpoles and flags shall be subject to regulation by the Architectural Reviewer, but no Emerson Park at Ave Maria 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, a portable, removable US Army, Navy, Air Force, Marine Corps or Coast Guard flag not larger than 4.5' x 6'.

9.12 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 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 Neighborhood 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.

9.13 Air Conditioning and Heating Equipment. All air conditioning and heating units shall be shielded and hidden so that they shall not be readily visible from any adjacent streets or properties. Window or wall air conditioning units are prohibited.

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9.14 Solar Collectors. The Architectural Reviewer must approve the location of the materials used in the construction of solar collectors.

9.15 Walls, Fences, Window Coverings Hurricane Shutters. Except as otherwise provided in Section 9.12, no wall shall be constructed on any Parcel. Emerson Park at Ave Maria Owners may install fences and hurricane shutters, subject to approval by the Architectural Reviewer. The Architectural Reviewer shall have the authority to adopt hurricane shutter specifications, which may include color, style, time periods in which shutters may be kept closed, and other factors deemed relevant by the Architectural Reviewer. 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.

9.16 Lighting. The exterior lighting of a Parcel shall be accomplished in accordance with a lighting plan approved in writing by the Architectural Reviewer.

9.17 Emerson Park at Ave Maria Developer. As used in this Section 9, when the Emerson Park at Ave Maria Neighborhood Association's or the Architectural Reviewer's approval is required, it shall, up to the Emerson Park at Ave Maria Turnover Date, mean the "Emerson Park at Ave Maria Developer's approval" (unless Emerson Park at Ave Maria Developer has delegated its architectural review functions to the ARC or the Emerson Park at Ave Maria Board of Directors). After the Emerson Park at Ave Maria Turnover Date, Emerson Park at Ave Maria Developer's approval shall also be required as long as Emerson Park at Ave Maria Developer owns a Parcel or other property within the Neighborhood.

9.18 Clothes Drying Area/Clotheslines. No outdoor clothes drying area or clotheslines are permitted.

10. EMERSON PARK AT AVE MARIA DEVELOPER'S AND NEIGHBORHOOD ASSOCIATION'S EXCULPATION. The Emerson Park at Ave Maria Neighborhood Association and Emerson Park at Ave Maria 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 Emerson Park at Ave Maria Owners or any other person for any reason whatsoever. Any permission or approval granted shall be binding upon all persons.

11. ENFORCEMENT OF COVENANTS AND ABATEMENT OF VIOLATIONS. Every Emerson Park at Ave Maria Owner and the Emerson Park at Ave Maria 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 Emerson Park at Ave Maria Board of Directors or the Board of Directors, as the case may be. Before undertaking any remedial, disciplinary or enforcement action against a person alleged to be in violation, the Emerson Park at Ave Maria Neighborhood 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 Emerson Park at Ave Maria Documents, shall be presented to and determined by the Emerson Park at Ave Maria Board of Directors, whose interpretation and/or whose remedial action shall control. If any person, firm or entity subject to the Emerson Park at Ave Maria Documents fails to abide by them, as they are interpreted by the

Emerson Park at Ave Maria Board of Directors, the Emerson Park at Ave Maria Neighborhood Association shall have the ability to take any action to compel compliance as set forth below.

11.1 Legal Action. Judicial enforcement of the Emerson Park at Ave Maria Documents shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate the Emerson Park at Ave Maria Documents, to restrain violation and/or to recover damages, or against the land to enforce any lien created by these covenants; and failure by the Emerson Park at Ave Maria Neighborhood Association or any Emerson Park at Ave Maria 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 Emerson Park at Ave Maria Neighborhood Association shall, in addition, be entitled to recover its costs and attorney's fees incurred in enforcing the Emerson Park at Ave Maria Documents. 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 Neighborhood Association and/or Emerson Park at Ave Maria Developer. Violation of any conditions or restrictions, or breach of any covenant, herein contained or in any of the Emerson Park at Ave Maria Documents, shall also give Emerson Park at Ave Maria Developer, its successors and assigns, and/or the Emerson Park at Ave Maria Neighborhood Association and its authorized agent or representative, in addition to all other remedies, the right to enter upon the Parcel where such violation or breach exists and in the event of an emergency, summarily abate and remove, at the expense of the Emerson Park at Ave Maria Owner any construction or other violation that may be or exist thereon. Emerson Park at Ave Maria Developer, its successors and assigns and/or the Emerson Park at Ave Maria Neighborhood Association and its authorized agents shall not thereby become liable in any manner for trespass, abatement or removal.

11.3 Fines. The Emerson Park at Ave Maria Board may impose a fine or fines against an Emerson Park at Ave Maria Owner for failure of the Emerson Park at Ave Maria 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 Emerson Park at Ave Maria 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 Emerson Park at Ave Maria Developer. In any dispute ("Claim") between the Emerson Park at Ave Maria Neighborhood Association, or any Emerson Park at Ave Maria Owner, tenant, guest, occupant or invitee against Emerson Park at Ave Maria Developer or its directors, officers, agents and employees, or against any directors or officers of the Emerson Park at Ave Maria Neighborhood Association appointed by Emerson Park at Ave Maria Developer prior to the Emerson Park at Ave Maria 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 construction defect brought against Emerson Park at Ave Maria Developer by the Emerson Park at Ave Maria 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:

(1) the nature of the Claim, including the persons involved and the Respondent's role in the claim;

(2) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises);

(3) Claimant's proposed remedy; and

(4) 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 thirty (30) days of the date of the Notice (or within such other period as may be agreed to by the parties), Claimant shall have ten (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 conference, 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 at the mediation conference, the mediator shall issue a notice of an impasse and the date the mediation was terminated. The mediation conference shall occur within sixty (60) days of the Notice unless the parties agree to an extension.

(C) If the mediation results in an impasse, then either party shall have ten (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 a Emerson Park at Ave Maria Owner

and Emerson Park at Ave Maria 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 Emerson Park at Ave Maria Developer by the Emerson Park at Ave Maria 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 ten (10) days in which to submit the Claim to final and binding arbitration as described in subsections (C) through (E) above.

12. LEASING, CONVEYANCE, DISPOSITION. In order to maintain a community of congenial, financially responsible residents with the objectives of inhibiting transiency, protecting the value of the units and facilitating the development of a stable, quiet community and peace of mind for all residents, the lease, and transfer of ownership of a Parcel by a Emerson Park at Ave Maria Owner shall be subject to the following restrictions, which each Emerson Park at Ave Maria Owner covenants to observe (except for the exceptions set forth in Section 12.5 below):

12.1 Forms of Ownership:

(A) A Parcel may be owned by one natural person who has qualified and been approved as elsewhere provided herein.

(B) Co-Ownership. Co-ownership of Parcels may be permitted. If the proposed co-Emerson Park at Ave Maria Owners are other than husband and wife or two (2) individuals who reside together as a single housekeeping unit, the Emerson Park at Ave Maria Board shall condition its approval upon the proposed co-Emerson Park at Ave Maria Owners' designation of two (2) individuals as the "Primary Occupants". The use of the Parcel by persons other than the Primary Occupants shall be as though the Primary Occupants were the only actual Emerson Park at Ave Maria Owners. The intent of this provision is to permit multiple Emerson Park at Ave Maria 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 such change will be approved in any twelve (12)-month period.

(C) Ownership by Corporations, Partnerships or Trusts. A Parcel may be owned in trust, or by a corporation, partnership or other entity which is not a natural person, if approved in the manner provided for other transfers or title. 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. The approval of a trustee, corporation or other entity as a Emerson Park at Ave Maria Owner shall be conditioned upon the proposed Emerson Park at Ave Maria Owner's designation of two (2) individuals as the "Primary Occupants". The use of the Parcel by persons other than the Primary Occupants shall be as though the Primary Occupants were the only actual Emerson Park at Ave Maria Owners. Any change in the Primary Occupants shall be treated as a transfer of ownership by sale or gift, subject to all the provisions of this Section 12. No more than one such change will be approved in any twelve (12)-month period.

(D) Life Estate. A Parcel may be subject to a life estate, either by operation of law or by approved voluntary conveyance. In that event, the life tenant shall be the only Emerson Park at Ave Maria Member from such Parcel, and occupancy of the Parcel shall be as if the life tenant were the only Emerson Park at Ave Maria Owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy right unless separately approved by the Neighborhood Association. The life tenant and holders of the remainder interest shall be jointly and severally liable for all Emerson Park at Ave Maria Assessments and charges against the Parcel. The life tenant may, by signed agreement, transfer the right to vote in all Emerson Park at Ave Maria Neighborhood Association matters to any one remainderman, subject to approval by the Emerson Park at Ave Maria Neighborhood Association of such arrangement. Except in the case where such a transfer has been made, if the consent or approval of the Emerson Park at Ave Maria Owner is required for any purpose, that consent or approval of the holders of the remainder interest shall not be required.

12.2 Transfers. Prior to the lease or transfer, it is the responsibility of the Emerson Park at Ave Maria Owner to provide the tenant or purchaser the complete set of Governing Documents and any other documents required by law.

(A) Lease, Sale or Gift. No Emerson Park at Ave Maria Owner may effectively lease or convey title to a Parcel or any interest therein by sale or gift without the prior written approval of the Emerson Park at Ave Maria Board of Directors.

(B) Devise or Inheritance. If any Emerson Park at Ave Maria Owner acquires his title by devise or inheritance, his right to Occupy or use the Parcel shall be subject to the approval of the Neighborhood Association. The approval of the Emerson Park at Ave Maria Neighborhood Association shall not be denied to any devisee or heir who was the decedent's lawful spouse, child (whether by blood, marriage, legal custody or adoption), parent or a Primary Occupant.

(C) Other Transfer. If any person acquires title in any manner not considered in the foregoing subsections, his right to Occupy the Parcel shall be subject to the approval of the Emerson Park at Ave Maria Neighborhood Association under the procedure outlined in Section 12.3 below.

12.3 Procedures.

(A) Notice to Neighborhood Association.

(1) Lease, Sale or gift. A Emerson Park at Ave Maria Owner intending to lease his Unit or sell or make a gift of his Parcel or any interest therein, shall give to the Emerson Park at Ave Maria Board of Directors or its designee, written notice of such intention at least twenty (20) days prior to first date of occupancy pursuant to the proposed lease or the date of closing, together with a copy of the purchase and sale agreement or lease, and the name, and address of the proposed tenant, purchaser or donee and such other information as the Emerson Park at Ave Maria Board may reasonably require. The Emerson Park at Ave Maria Neighborhood Association may charge a transfer fee in the amount of up to $100.00 for the cost of processing each application.

(2) Devise. Inheritance or Other Transfers. The transferee must notify the Emerson Park at Ave Maria Neighborhood Association of his ownership and submit to the Emerson Park at Ave Maria Neighborhood Association a certified copy of the instrument evidencing his ownership and such other

information as the Emerson Park at Ave Maria Board may reasonably require. The transferee shall have no occupancy right unless approved by the Emerson Park at Ave Maria Board, but may sell or lease the Parcel in accordance with the procedures provided in this Emerson Park at Ave Maria Declaration.

(3) Failure to give Notice. If no notice is given, the Emerson Park at Ave Maria Neighborhood Association at its election may approve or disapprove the lease or transfer without prior notice. If it disapproves, the Emerson Park at Ave Maria Neighborhood Association shall proceed as if it received notice on the date of such disapproval; however, the proposed transferee may provide the Emerson Park at Ave Maria Board with the required notice and request reconsideration.

(B) Within twenty (20) days of receipt of the required notice and all information requested, but not later than sixty (60) days after receipt of the notice, whichever occurs first, the Emerson Park at Ave Maria Board shall approve or disapprove the lease or transfer. If a lease or transfer is approved, the approval shall be stated in a Certificate of Approval executed by the President or Vice-President of the Emerson Park at Ave Maria Neighborhood Association in recordable form (for transfers) and delivered to the lessor or transferee. If the Emerson Park at Ave Maria Board neither approves or disapproves within twenty (20) days, such failure to act shall be deemed the equivalent of approval, and on demand the Emerson Park at Ave Maria Board shall issue a Certificate of Approval to the lessor or transferee. If the Emerson Park at Ave Maria Neighborhood Association disapproves without good cause, upon written demand of the Emerson Park at Ave Maria Owner, the Emerson Park at Ave Maria Neighborhood Association shall supply an alternate purchaser it approves or the Emerson Park at Ave Maria Neighborhood Association may itself elect to purchase and the Emerson Park at Ave Maria Owner must sell to such alternate purchaser or to the Emerson Park at Ave Maria Neighborhood Association upon the same terms set forth in the purchase and sale agreement, or the Emerson Park at Ave Maria Owner may withdraw the proposed sale. In the event of a sale, the closing shall occur within sixty (60) days after an alternate purchaser has been furnished or the Emerson Park at Ave Maria Neighborhood Association has elected to purchase.

(C) Disapproval.

(1) The Emerson Park at Ave Maria Board may disapprove a proposed lease or transfer only if a majority of the whole Emerson Park at Ave Maria Board votes to disapprove the transfer. Only the following shall be deemed to constitute good cause:

(a) The person seeking approval has been convicted of a felony involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude;

(b) The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts;

(c) The application for approval on its face indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the Properties;

(d) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other social organizations or associations, or by his conduct as a tenant, Emerson Park at Ave Maria Owner or occupant of a Unit; or

(e) The person seeking approval failed to provide the information and appearance required to process the application in a timely manner.

(f) The Emerson Park at Ave Maria Owner is delinquent on Emerson Park at Ave Maria Assessments owed to the Emerson Park at Ave Maria Neighborhood Association at the time of application.

12.4 Leasing. Only entire Units may be leased. The minimum leasing period is thirty (30) days and no Unit may be leased more than four (4) times in any one (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 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 Emerson Park at Ave Maria Owner agree that the Emerson Park at Ave Maria Neighborhood Association may proceed against either the Emerson Park at Ave Maria Owner or the tenant and that the Emerson Park at Ave Maria Owner or the tenant shall be responsible for the Neighborhood Association's costs and expenses, including attorney's fees and costs, secured by a lien against the Parcel.

12.5 Exception. The provisions of Section 12 do not require Emerson Park at Ave Maria Neighborhood Association approval of the acquisition of title by judicial sale, nor by an Institutional Mortgagee who acquires title through the Institutional Mortgage, whether by foreclosure or deed in lieu of foreclosure nor by a purchaser from such Institutional Mortgagee. Emerson Park at Ave Maria Developer shall have the right to sell, lease or transfer any Parcel it owns without Emerson Park at Ave Maria Neighborhood Association approval, and on such terms and conditions it deems to be in its best interests.

12.6 Unapproved Transfers. Any lease, sale or transfer which is not approved pursuant to the terms of this Emerson Park at Ave Maria Declaration shall be void unless subsequently approved in writing by the Emerson Park at Ave Maria Board.

12.7 Notice to Master Association. Satisfaction of the requirements of this Section 12 does not relieve an Emerson Park at Ave Maria Owner from compliance with Article XVII, Section 13 of the Master Association Declaration.

13. EMERSON PARK AT AVE MARIA DEVELOPER'S RIGHTS AND DUTIES: So long as Emerson Park at Ave Maria Developer holds title to any Parcels or other property in the Neighborhood, the following shall apply, notwithstanding any other provisions to the contrary.

13.1 Emerson Park at Ave Maria Developer's Use. Neither the Emerson Park at Ave Maria Owners nor the Emerson Park at Ave Maria Neighborhood Association nor their use of the Parcels, Units, or Emerson Park at Ave Maria Neighborhood Common Area shall unreasonably interfere with the completion of the contemplated improvements or sales of Parcels. Emerson Park at Ave Maria Developer may make any use of unsold Parcels, Units and Emerson Park at Ave Maria Neighborhood 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 Units, and showing the Properties to prospective purchasers. Emerson Park at Ave Maria Developer may utilize any model homes, sales offices, trailers, etc., for use in marketing developments other than Emerson Park at Ave Maria, regardless of whether they are located within or outside of Emerson Park at Ave Maria. Emerson Park at Ave Maria Developer shall retain all rights set forth in this Section 13.1 until Emerson Park at Ave Maria Developer has completed all of the

contemplated improvements, has conveyed all of the Parcels in the Neighborhood, and is not leasing a Unit from a Emerson Park at Ave Maria Owner.

13.2 Assignment of Development Rights. All or any portion of the rights, privileges, powers and duties of Emerson Park at Ave Maria Developer set forth in the Emerson Park at Ave Maria Documents may be assigned by Emerson Park at Ave Maria Developer to any person or entity, without the consent of any other Emerson Park at Ave Maria 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 Emerson Park at Ave Maria Developer shall be relieved of all further liability or obligation to the extent of the assignment.

14. DURATION OF COVENANTS: AMENDMENT OF EMERSON PARK AT AVE MARIA DECLARATION:

14.1 Duration of Covenants. The covenants, conditions and restrictions of this Emerson Park at Ave Maria Declaration shall run with and bind the Properties, and shall inure to the benefit of and be enforceable by the Emerson Park at Ave Maria Neighborhood Association, Emerson Park at Ave Maria Developer and any Emerson Park at Ave Maria Owner, their respective legal representatives, heirs, successors and assigns, for an initial period to expire on the thirtieth (30th) anniversary of the date of recordation of the Emerson Park at Ave Maria Declaration (as amended to that date by Emerson Park at Ave Maria Developer or the Emerson Park at Ave Maria Membership as provided elsewhere herein). Upon the expiration of the initial period, this Emerson Park at Ave Maria Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited, with this Emerson Park at Ave Maria Declaration being renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Emerson Park at Ave Maria Declaration if during the last year of the initial period, or during the last year of any subsequent ten (10) year renewal period, ninety percent (90%) of the entire Emerson Park at Ave Maria Membership, at a duly held meeting of Emerson Park at Ave Maria Members, vote in favor of terminating this Emerson Park at Ave Maria Declaration at the end of its then current term. It shall be required that written notice of any meeting at which such proposal will be considered, shall be given at least forty-five (45) days in advance of said meeting. If the Emerson Park at Ave Maria Members vote to terminate this Emerson Park at Ave Maria Declaration, the President and Secretary of the Emerson Park at Ave Maria Neighborhood Association shall execute a certificate which shall set forth the resolution of termination so adopted, the date of the meeting of the Emerson Park at Ave Maria Neighborhood 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 Emerson Park at Ave Maria Declaration.

14.2 Proposal. Amendments to this Emerson Park at Ave Maria Declaration may be proposed at any time by the Emerson Park at Ave Maria Board of Directors or by written petition signed by one-fourth (1/4) of the voting interests. If by petition, the proposed amendments must be submitted to a vote of the Emerson Park at Ave Maria Owners 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 Emerson Park at Ave Maria Declaration may be amended if the proposed amendment is approved by at least two-thirds (2/3) of the voting interests, provided that the text of each

proposed amendment has been given to the Emerson Park at Ave Maria Members with notice of the meeting.

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 Emerson Park at Ave Maria Declaration, which certificate shall identify the Book and Page of the Public Records where the Emerson Park at Ave Maria Declaration is recorded, and shall be executed by officers of the Emerson Park at Ave Maria Neighborhood 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 Emerson Park at Ave Maria Developer's Rights. As long as Emerson Park at Ave Maria Developer holds title to any Parcel or property in the Neighborhood, no amendment adopted by the Emerson Park at Ave Maria Membership shall be effective without the prior written consent and joinder of Emerson Park at Ave Maria Developer, which consent may be denied in Emerson Park at Ave Maria Developer's discretion. In addition, no amendment shall be effective which alters the rights and privileges of Emerson Park at Ave Maria Developer, an Institutional Mortgagee, the Master Association, the District or SFWMD, unless such party shall first provide its written consent and joinder. Any amendment to any of the provisions governing the following shall also require approval of fifty-one percent (51%) of the Eligible Mortgage Holders holding mortgages on Parcels in the Properties: hazard or fidelity insurance requirements; restoration or repair of any Emerson Park at Ave Maria Neighborhood Common Area (after damage or partial condemnation) in a manner other than that specified in this Emerson Park at Ave Maria Declaration; and any provisions that expressly benefit mortgage holders, insurers or guarantors. An "Eligible Mortgage Holder" is an Institutional Mortgagee who provides a written request to the Emerson Park at Ave Maria Neighborhood Association (such request to state the name and address of such holder, insurer, or guarantor and the Parcel, therefore becoming an Eligible Mortgage Holder). An Eligible Mortgage Holder will be entitled to timely written notice of (a) any condemnation loss or any casualty loss which affects a material portion of the Properties or which affects any Parcel on which there is a first mortgage held, insured, or guaranteed by such eligible holder; (b) any delinquency in the payment of Emerson Park at Ave Maria Assessments or charges owed by a Emerson Park at Ave Maria Owner of a Parcel subject to the mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first mortgage, upon request, is entitled to written notice from the Emerson Park at Ave Maria Neighborhood Association of any default in the performance by a Emerson Park at Ave Maria Owner of a Parcel of any obligation under the Emerson Park at Ave Maria Documents which is not cured within sixty (60) days; (c) any lapse, cancellation, or material modification of any insurance policy maintained by the Emerson Park at Ave Maria Neighborhood Association; or (d) any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders. No amendment shall materially or adversely alter the proportionate voting interest appurtenant to a Parcel or increase the proportion or percentage by which a Parcel shares in the liability for Emerson Park at Ave Maria Assessments unless the Emerson Park at Ave Maria Owner and all record owners of liens on the Parcels join in the execution of the amendment. A change in the quorum requirement is not an alteration of voting interests. No amendment shall convert a Parcel into Emerson Park at Ave Maria Neighborhood Common Area or redefine a Parcel's boundaries unless the Emerson Park at Ave Maria Neighborhood Association obtains the prior written consent and joinder, in recordable form, of that Emerson Park at Ave Maria Owner and all holders of a lien against that Parcel.

14.6 Emerson Park at Ave Maria Developer Amendment of Documents. In addition to any other right of amendment or modification provided for in this Emerson Park at Ave Maria Declaration, to the extent permitted by law, Emerson Park at Ave Maria Developer, or any entity which succeeds to its position as Emerson Park at Ave Maria Developer of the Neighborhood may, in its sole discretion, by an instrument filed of record, unilaterally modify, enlarge, amend, waive or add to the provisions of this Emerson Park at Ave Maria Declaration or any of its recorded exhibits. Any amendment made pursuant to this paragraph may be made without notice to the Emerson Park at Ave Maria Members or to any other entity. Annexation of additional real property and subjecting same to this Emerson Park at Ave Maria Declaration, dedication of Emerson Park at Ave Maria Neighborhood Common Area to the Emerson Park at Ave Maria Neighborhood Association, and amendments to this Emerson Park at Ave Maria Declaration requires HUD/VA approval as long as there is a Class "B" Emerson Park at Ave Maria Membership.

15. EMERSON PARK AT AVE MARIA TURNOVER. Pursuant to Section 720.307 of the Act, the Emerson Park at Ave Maria Members other than Emerson Park at Ave Maria Developer are entitled to elect a majority of the Emerson Park at Ave Maria Board of Directors three (3) months after ninety percent (90%) of all Parcels in Emerson Park at Ave Maria that ultimately will be operated by the Emerson Park at Ave Maria Neighborhood Association have been conveyed to Emerson Park at Ave Maria Members other than Emerson Park at Ave Maria Developer. Emerson Park at Ave Maria Developer shall be entitled to elect at least one (1) member of the Emerson Park at Ave Maria Board of Directors as long as Emerson Park at Ave Maria Developer holds for sale in the ordinary course of business at least five percent (5%) of the Parcels in all phases of Emerson Park at Ave Maria. Emerson Park at Ave Maria Developer may turn over control of the Emerson Park at Ave Maria Board of Directors prior to the Emerson Park at Ave Maria Turnover Meeting by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Emerson Park at Ave Maria Members other than Emerson Park at Ave Maria Developer to elect Directors and assume control of the Emerson Park at Ave Maria Neighborhood Association provided that at least thirty (30) days notice has been sent to the Emerson Park at Ave Maria Members.

16. GENERAL PROVISIONS.

16.1 Waiver. Any waiver by Emerson Park at Ave Maria Developer of the breach of any provisions of this Emerson Park at Ave Maria 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 Emerson Park at Ave Maria 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 Emerson Park at Ave Maria Owner other than Emerson Park at Ave Maria Developer under the provisions of this Emerson Park at Ave Maria Declaration or the Emerson Park at Ave Maria Bylaws, shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Emerson Park at Ave Maria Owner on the records of the Emerson Park at Ave Maria Neighborhood Association at the time of such mailing. The Emerson Park at Ave Maria Owner bears the responsibility for notifying the Emerson Park at Ave Maria

Neighborhood Association of any change of address. Any notice sent to Emerson Park at Ave Maria Developer shall be sent by certified or registered mail, return receipt requested to Pulte Home Corporation, 9240 Estero Park Commons Blvd., Estero, FL 33928, Attn: Edwin D. Stackhouse.

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

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, Emerson Park at Ave Maria Developer does hereby execute this Emerson Park at Ave Maria Declaration of Covenants, Conditions and Restrictions through its undersigned, duly authorized agent and attorney in fact this ____ day of _____, 2006.

In the Presence of:

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

_____

Printed name:_____

By:_____

Its: Agent and Attorney in fact

_____

Printed name:_____

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this _____day of _____, 2006 by _____, 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/She is personally known to me and did take an oath.

_____

Notary Public, State of Florida
Print Name_____
Serial No._____
My Commission Expires:

(SEAL)

PROPERTY DESCRIPTION

BEING A PORTION OF SECTION 33, TOWNSHIP 47 SOUTH, RANGE 29 EAST AND A PORTION OF SECTION 4, TOWNSHIP 48 SOUTH, RANGE 29 EAST, COLLIER COUNTY FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 47 SOUTH, RANGE 29 EAST COLLIER COUNTY, FLORIDA; THENCE NORTH 00°17'41" WEST, ALONG THE WEST LINE OF SAID SECTION 33, A DISTANCE OF 458.56 FEET; THENCE NORTH 89°42'19" EAST, A DISTANCE OF 673.94 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE NORTH 15°16'57" WEST, A DISTANCE OF 412.59 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE WESTERLY, 6.18 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 427.00 FEET, THROUGH A CENTRAL ANGLE OF 00°49'46" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 71°47'57" WEST, 6.18 FEET; THENCE NORTH 18°34'48" WEST, A DISTANCE OF 356.32 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE NORTHEASTERLY, 47.13 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 162.00 FEET, THROUGH A CENTRAL ANGLE OF 16°40'09" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 33°28'36" EAST, 46.96 FEET; THENCE NORTH 25°08'32" EAST, A DISTANCE OF 629.40 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY, 50.46 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 60.00 FEET, THROUGH A CENTRAL ANGLE OF 48°11'23" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 49°14'13" EAST, 48.99 FEET; THENCE NORTH 25°08'32" EAST, A DISTANCE OF 114.56 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE NORTHERLY, 50.46 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 60.00 FEET, THROUGH A CENTRAL ANGLE OF 48°11'23" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 01°02'50" EAST, 48.99 FEET; THENCE NORTH 25°08'32" EAST, A DISTANCE OF 620.61 FEET TO A POINT OF CURVATURE, THENCE NORTHERLY, 120.10 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 156.00 FEET, THROUGH A CENTRAL ANGLE OF 44°06'31" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 03°05'16" EAST, 117.15 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY, 91.77 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 60.00 FEET, THROUGH A CENTRAL ANGLE OF 87°38'03" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 24°51'01" EAST, 83.08 FEET; THENCE NORTH 20°28'40" EAST, A DISTANCE OF 31.54 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE SOUTHEASTERLY, 719.20 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2,684.00 FEET, THROUGH A CENTRAL ANGLE OF 15°21'11" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 61°50'45" EAST, 717.05 FEET; THENCE SOUTH 54°10'09" EAST, A DISTANCE OF 126.43 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY, 1,585.90 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2,934.00 FEET, THROUGH A CENTRAL ANGLE OF 30°58'12" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 38°41'04" EAST, 1,566.67 FEET; THENCE SOUTH 64°27'28" WEST, A DISTANCE OF 57.59 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE SOUTHWESTERLY, 50.46 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 60.00 FEET, THROUGH A CENTRAL ANGLE OF 48°11'23" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 40°21'47" WEST, 48.99 FEET; THENCE SOUTH 64°27'28" WEST, A DISTANCE OF 1,257.45 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY, 123.57 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1,520.00 FEET, THROUGH A CENTRAL ANGLE OF 04°39'28" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 66°47'12" WEST, 123.53 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY, 149.10 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 80.00 FEET, THROUGH A CENTRAL ANGLE OF 106°47'14" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 15°43'19" WEST, 128.44 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY, 120.37 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1,520.00 FEET, THROUGH A CENTRAL ANGLE OF 04°32'14" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 35°24'11" EAST, 120.33 FEET; THENCE SOUTH 33°08'05" EAST, A DISTANCE OF 95.38 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY, 31.01 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 330.00 FEET, THROUGH A CENTRAL ANGLE OF 05°23'05" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 30°21'32" EAST, 30.99 FEET; THENCE SOUTH 27°39'59" EAST, A DISTANCE OF 122.88 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY, 19.06 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 520.00 FEET, THROUGH A CENTRAL ANGLE OF 02°06'02" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 26°31'58" EAST, 19.06 FEET; THENCE SOUTH 66°25'23" WEST, A DISTANCE OF 319.08 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE NORTHWESTERLY, 786.63 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1,336.00 FEET, THROUGH A CENTRAL ANGLE OF 34°09'52" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 42°07'50" WEST, 784.88 FEET TO A POINT OF COMPOUND CURVATURE; THENCE WESTERLY, 300.50 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 202.00 FEET, THROUGH A CENTRAL ANGLE OF 85°14'09" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 78°10'09" WEST, 273.55 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,524,968 SQUARE FEET OR 80.932 ACRES, MORE OR LESS.

Exhibit "A"

EXHIBIT "A-1"
Emerson Park at Ave Maria

Tracts "A", "E" and "F", Ave Maria Unit 8, Emerson Park, according to the plat thereof recorded in Plat Book _____ at Page _____ of the Public Records of Collier County, Florida.

496973.070479.0097

State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of EMERSON PARK AT AVE MARIA NEIGHBORHOOD ASSOCIATION, INC., a Florida corporation, filed on June 8, 2006, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H06000153488. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below

The document number of this corporation is N06000006205.

Authentication Code: 006A00039746-060906-N06000006205-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Ninth day of June, 2006

Sue M. Cobb

Sue M. Cobb
Secretary of State

June 9, 2006

FLORIDA DEPARTMENT OF STATE
Division of Corporations

EMERSON PARK AT AVE MARIA NEIGHBORHOOD ASSOCIATION, INC
% PULTE HOME CORPORATION
9148 BONITA BEACH RD - STE 102
BONITA SPRINGS, FL 34135

The Articles of Incorporation for EMERSON PARK AT AVE MARIA NEIGHBORHOOD ASSOCIATION, INC. were filed on June 8, 2006, and assigned document number N06000006205. Please refer to this number whenever corresponding with this office.

Enclosed is the certification requested. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H06000153488.

A corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file/effective date year. A Federal Employer Identification (FEI) number will be required before this report can be filed. Please apply NOW with the Internal Revenue Service by calling 1-800-829-3676 and requesting form SS-4 or by going to their website at www.irs.ustreas.gov.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have questions regarding corporations, please contact this office at the address given below.

Tammy Hampton
Document Specialist
New Filings Section
Division of Corporations

Letter Number: 006A00039746

N06000006205

Florida Department of State
Division of Corporations
Public Access System

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FLORIDA PROFIT/NON PROFIT CORPORATION

Emerson Park at Ave Maria Neighborhood Association,

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ARTICLES OF INCORPORATION

FOR

EMERSON PARK AT AVE MARIA NEIGHBORHOOD ASSOCIATION, INC.

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ARTICLES OF INCORPORATION
EMERSON PARK AT AVE MARIA NEIGHBORHOOD ASSOCIATION, INC.

Pursuant to Section 617.02011, Florida Statutes, the undersigned hereby executes these Emerson Park at Ave Maria Articles of Incorporation for the purpose of forming a corporation under the Florida Not-for-Profit Business Corporation Act.

ARTICLE I

NAME: The name of the corporation, herein called the "Emerson Park at Ave Maria Neighborhood Association", is Emerson Park at Ave Maria Neighborhood Association, Inc., and its address is c/o Pulte Home Corporation, 9148 Bonita Beach Road, Suite 102, Bonita Springs, FL 34135.

ARTICLE II

DEFINITIONS: The definitions set forth in the Emerson Park at Ave Maria Declaration of Covenants, Conditions and Restrictions and Section 720.301, F.S., (2005), shall apply to terms used in these Emerson Park at Ave Maria Articles.

ARTICLE III

PURPOSE AND POWERS: The purpose for which the Emerson Park at Ave Maria Neighborhood Association is organized is to provide a homeowners' association entity pursuant to Section 720.301, F.S. (2005) to act as a "homeowners' association" for the operation of Emerson Park at Ave Maria (the "Neighborhood") located in Collier County, Florida. The Emerson Park at Ave Maria Neighborhood Association is organized and shall exist on a non-stock basis as a corporation not-for-profit under the laws of the State of Florida, and no portion of any earnings of the Emerson Park at Ave Maria Neighborhood Association shall be distributed or inure to the private benefit of any Emerson Park at Ave Maria Member, Director or officer. For the accomplishment of its purposes, the Emerson Park at Ave Maria Neighborhood Association shall have all of the common law and statutory powers and duties of a corporation not-for-profit and of a homeowners' association under the laws of the State of Florida, except as expressly limited or modified by the Emerson Park at Ave Maria Governing Documents and it shall have all of the powers and duties reasonably necessary to operate the Neighborhood pursuant to the Emerson Park at Ave Maria Governing Documents as they may hereafter be amended, and including but not limited to the following:

(A) To make and collect Emerson Park at Ave Maria Assessments against Emerson Park at Ave Maria Members to defray the costs, expenses and losses of the Emerson Park at Ave Maria Neighborhood Association, and to use the funds in the exercise of its powers and duties.

(B) To protect, maintain, repair, replace and operate the Emerson Park at Ave Maria Neighborhood Association property.

(C) To purchase insurance for the protection of the Emerson Park at Ave Maria Neighborhood Association and its Emerson Park at Ave Maria Members.

(D) To repair and reconstruct improvements after casualty, and to make further improvements of the Emerson Park at Ave Maria Neighborhood Association property.

(E) To make, amend and enforce reasonable Emerson Park at Ave Maria Rules and Regulations as set forth in the Emerson Park at Ave Maria Declaration.

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(F) To approve or disapprove the transfer, leasing and occupancy of Parcels as provided in the Emerson Park at Ave Maria Declaration.

(G) To enforce the provisions of the laws of the State of Florida that are applicable to the Neighborhood, and the Emerson Park at Ave Maria Governing Documents.

(H) To contract for the management and maintenance of the Neighborhood and the Emerson Park at Ave Maria Neighborhood Common Area, and any property or easements and related improvements that are dedicated to the Emerson Park at Ave Maria Neighborhood Association by plat, or separate instrument, including any agreement or easement which imposes maintenance obligations on the Emerson Park at Ave Maria Neighborhood Association, and to delegate any powers and duties of the Emerson Park at Ave Maria Neighborhood Association in connection therewith except such as are specifically required by law or by the Emerson Park at Ave Maria Declaration to be exercised by the Emerson Park at Ave Maria Board of Directors or the Emerson Park at Ave Maria Members.

(I) To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Neighborhood.

(J) To borrow money as necessary to perform its other functions hereunder.

(K) To grant, modify or move any easement.

(L) To acquire, own, lease and dispose of any real and personal property.

(M) To sue and be sued.

All funds and the title to all property acquired by the Emerson Park at Ave Maria Neighborhood Association shall be held for the benefit of the Emerson Park at Ave Maria Members in accordance with the provisions of the Emerson Park at Ave Maria Governing Documents. In the event of termination, dissolution or final liquidation of the Emerson Park at Ave Maria Neighborhood Association, the responsibility for the operation and maintenance of the Neighborhood, including any property or easements and related improvements that are dedicated to the Emerson Park at Ave Maria Neighborhood Association by plat, or separate instrument, including any agreement or easement which imposes maintenance obligations on the Emerson Park at Ave Maria Neighborhood Association, shall be transferred to and accepted by an entity that is acceptable to any applicable governmental authorities, prior to such termination, dissolution or liquidation. Annexation of additional properties, mergers and consolidations, mortgaging of Emerson Park at Ave Maria Neighborhood Common Area and dissolution of the Emerson Park at Ave Maria Neighborhood Association requires prior written approval of the Department of Housing and Urban Development and the Veterans Administration ("HUD/VA") prior to transition of control of the Emerson Park at Ave Maria Board of Directors from the Emerson Park at Ave Maria Developer to Emerson Park at Ave Maria Owners other than the Emerson Park at Ave Maria Developer.

ARTICLE IV

MEMBERSHIP:

(A) The Emerson Park at Ave Maria Members shall be the record owners of a fee simple interest in one or more Parcels. Class "A" Emerson Park at Ave Maria Members are all owners other than Emerson Park at Ave Maria Developer. The Class "B" Emerson Park at Ave Maria Member is the Emerson Park at Ave Maria Developer as further provided in the Emerson Park at Ave Maria Bylaws.

(B) The share of a Emerson Park at Ave Maria Member in the funds and assets of the Emerson Park at Ave Maria Neighborhood Association cannot be assigned or transferred in any manner except as an appurtenance to his Parcel.

(C) Except as otherwise provided in the Emerson Park at Ave Maria Declaration and Emerson Park at Ave Maria Bylaws with respect to the Class "B" Emerson Park at Ave Maria Member, the owners of each Parcel, collectively, shall be entitled to one vote in Emerson Park at Ave Maria Neighborhood Association matters. The manner of exercising voting rights shall be as set forth in the Emerson Park at Ave Maria Bylaws.

ARTICLE V

TERM: The term of the Emerson Park at Ave Maria Neighborhood Association shall be perpetual.

ARTICLE VI

EMERSON PARK AT AVE MARIA BYLAWS: The Emerson Park at Ave Maria Bylaws may be altered, amended, or rescinded in the manner provided therein.

ARTICLE VII

DIRECTORS AND OFFICERS:

(A) The affairs of the Emerson Park at Ave Maria Neighborhood Association shall be administered by a Emerson Park at Ave Maria Board of Directors consisting of the number of Directors determined by the Emerson Park at Ave Maria Bylaws, but not less than three (3) Directors, and in the absence of such determination shall consist of three (3) Directors.

(B) Directors of the Emerson Park at Ave Maria Neighborhood Association shall initially be appointed by and shall serve at the pleasure of the Emerson Park at Ave Maria Developer, and following transition from Emerson Park at Ave Maria Developer control shall be elected by the Class "A" Emerson Park at Ave Maria Members in the manner determined by the Emerson Park at Ave Maria Bylaws. Directors may be removed and vacancies on the Emerson Park at Ave Maria Board of Directors shall be filled in the manner provided by the Emerson Park at Ave Maria Bylaws.

(C) The business of the Emerson Park at Ave Maria Neighborhood Association shall be conducted by the officers designated in the Emerson Park at Ave Maria Bylaws. The officers shall be elected each year by the Emerson Park at Ave Maria Board of Directors at its first meeting after the annual meeting of the Emerson Park at Ave Maria Members, and they shall serve at the pleasure of the Emerson Park at Ave Maria Board. The initial Directors are as follows:

Edwin D. Stackhouse
c/o Pulte Home Corporation
9148 Bonita Beach Road, Suite 102
Bonita Springs, FL 34135

W. Michael Meeks
c/o Pulte Home Corporation
9148 Bonita Beach Road, Suite 102
Bonita Springs, FL 34135

Laura Ray
c/o Pulte Home Corporation
9148 Bonita Beach Road, Suite 102
Bonita Springs, FL 34135

The initial Officers are: Edwin D. Stackhouse– President; W. Michael Meeks- Vice President; and Laura Ray, Secretary/Treasurer.

ARTICLE VIII

AMENDMENTS: Amendments to these Emerson Park at Ave Maria Articles shall be proposed and adopted in the following manner:

(A) Proposal. Amendments to these Emerson Park at Ave Maria Articles may be proposed by a majority of the Emerson Park at Ave Maria Board or by a written petition to the Emerson Park at Ave Maria Board, signed by at least one-fourth (1/4th) of the voting interests of the Emerson Park at Ave Maria Neighborhood Association.

(B) Procedure. Upon any amendment to these Emerson Park at Ave Maria Articles being proposed by said Emerson Park at Ave Maria Board or Emerson Park at Ave Maria Members, such proposed amendment shall be submitted to a vote of the Emerson Park at Ave Maria Members not later than the next annual meeting for which proper notice can be given.

(C) Vote Required. Amendments shall be adopted by the Emerson Park at Ave Maria Board of Directors, provided, however, that subsequent to the Turnover Date, a proposed amendment shall be adopted if it is approved by at least two-thirds (2/3rds) of the voting interests of the Emerson Park at Ave Maria Neighborhood Association, at any annual or special meeting called for that purpose. As long as Emerson Park at Ave Maria Developer owns a Parcel, an amendment to these Emerson Park at Ave Maria Articles of Incorporation shall not be effective without the prior written consent of Emerson Park at Ave Maria Developer, which consent may be denied in Emerson Park at Ave Maria Developer's discretion, provided, further, that regardless of whether Emerson Park at Ave Maria Developer owns a Parcel, no amendment shall be effective if it affects the Emerson Park at Ave Maria Developer's rights or alters any provision made for the Emerson Park at Ave Maria Developer's benefit. Amendment of these Emerson Park at Ave Maria Articles requires prior written approval of HUD/VA prior to transition of control of the Emerson Park at Ave Maria Board of Directors from the Emerson Park at Ave Maria Developer.

(D) Effective Date. An amendment shall become effective upon filing with the Secretary of State and recording a Certificate of Amendment in the Public Records of Collier County, Florida, with the formalities required for the execution of a deed.

ARTICLE IX

INDEMNIFICATION: To the fullest extent permitted by Florida law, the Emerson Park at Ave Maria Neighborhood Association shall indemnify and hold harmless every Director and every officer of the Emerson Park at Ave Maria Neighborhood Association against all expenses and liabilities, including attorney fees, actually and reasonably incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may be a party because of his being or having been a Director or officer of the Emerson Park at Ave Maria Neighborhood Association. The foregoing right of indemnification shall not be available if a judgement or other final adjudication establishes that his actions or omissions to act were material to the cause adjudicated and involved:

(A) Willful misconduct or a conscious disregard for the best interests of the Emerson Park at Ave Maria Neighborhood Association, in a proceeding by or in the right of the Emerson Park at Ave Maria Neighborhood Association to procure a judgement in its favor.

(B) A violation of criminal law, unless the Director or officer had no reasonable cause to believe his action was unlawful or had reasonable cause to believe his action was lawful.

(C) A transaction from which the Director or officer derived an improper personal benefit.

The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or officer may be entitled.

ARTICLE X

INCORPORATOR: The name and address of the Incorporator is as follows:

Edwin D. Stackhouse
c/o Pulte Home Corporation
9148 Bonita Beach Road, Suite 102
Bonita Springs, FL 34135

ARTICLE XI

REGISTERED OFFICE AND REGISTERED AGENT: The name and address of the Registered Agent and the address of the Registered Office is:

Edwin D. Stackhouse
c/o Pulte Home Corporation
9148 Bonita Beach Road, Suite 102
Bonita Springs, FL 34135

IN WITNESS WHEREOF, the undersigned, for the purpose of forming a Corporation to do business with the State of Florida, under the law of Florida, makes and files these Emerson Park at Ave Maria Articles of Incorporation, hereby declares and certifies the facts herein stated are true and hereunto set my hand this 8th day of June, 2006.

Edwin D. Stackhouse, Incorporator

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CERTIFICATE OF DESIGNATION
REGISTERED AGENT/REGISTERED OFFICE

Pursuant to the provisions of Section 617.0501, Florida Statutes, the undersigned corporation, organized under the laws of the State of Florida, submits the following statement in designating the registered office/registered agent, in the State of Florida.

1. The name of the corporation is:

EMERSON PARK AT AVE MARIA NEIGHBORHOOD ASSOCIATION, INC.

2. The name and address of the registered agent and office is:

Edwin D. Stackhouse
c/o Pulte Home Corporation
9148 Bonita Beach Road, Suite 102
Bonita Springs, FL 34135

Edwin D. Stackhouse, President

DATE June 8, 2006

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.

SIGNATURE
Edwin D. Stackhouse

DATE June 8, 2006

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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BYLAWS

FOR

EMERSON PARK AT AVE MARIA NEIGHBORHOOD ASSOCIATION, INC.

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BYLAWS

EMERSON PARK AT AVE MARIA NEIGHBORHOOD ASSOCIATION, INC.

1. GENERAL: These are the Bylaws of Emerson Park at Ave Maria Neighborhood Association, Inc., hereinafter the "Emerson Park at Ave Maria Neighborhood Association", a corporation not for profit organized under the laws of Florida for the purpose of operating Emerson Park at Ave Maria (the "Neighborhood") pursuant to the Florida Not-For-Profit Corporation Act.

1.1 Principal Office. The principal office of the Emerson Park at Ave Maria Neighborhood Association is c/o Pulte Home Corporation, 9240 Estero Park Commons Blvd., Estero, FL 33928.

1.2 Seal. The seal of the Emerson Park at Ave Maria Neighborhood Association shall be inscribed with the name of the Emerson Park at Ave Maria Neighborhood Association, the year of its organization, and the words "Florida" and "not for profit." The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the corporation where a seal may be required.

1.3 Definitions. The definitions set forth in the Declaration of Covenants, Conditions and Restrictions for Emerson Park at Ave Maria (the "Emerson Park at Ave Maria Declaration") and the Act shall apply to terms used in these Emerson Park at Ave Maria Bylaws.

2. EMERSON PARK AT AVE MARIA MEMBERS:

2.1 Qualifications. The Emerson Park at Ave Maria Members shall be the record owners of legal title to the Parcels in the Neighborhood (except as expressly stated to the contrary herein, the terms "Parcels", "Lots", "Units" and "Living Units" shall be utilized interchangeably). In the case of a Parcel subject to an agreement for deed, the purchaser in possession shall be deemed the Emerson Park at Ave Maria Owner for purposes of determining voting and use rights. Emerson Park at Ave Maria Membership shall become effective upon the occurrence of the last to occur of the following events.

(A) Recording in the Public Records of a Deed or other instrument evidencing legal title to the Parcel.

(B) Approval by the Emerson Park at Ave Maria Board of Directors as provided for in the Emerson Park at Ave Maria Declaration.

(C) Delivery to the Emerson Park at Ave Maria Neighborhood Association of a copy of the recorded deed or other instrument evidencing title.

(D) Delivery to the Emerson Park at Ave Maria Neighborhood Association, if required, of a written designation of a Primary Occupant.

2.2 Voting Interest. The Class "A" Emerson Park at Ave Maria Members are entitled to one (1) vote for each Parcel owned by them. The total number of Class "A" votes shall not exceed the total number of Parcels subject to the Emerson Park at Ave Maria Declaration. Prior to the Emerson Park at Ave Maria Turnover Date (as referenced in Section 15 of the Emerson Park at Ave Maria Declaration), the Class "B"

Emerson Park at Ave Maria Member shall be entitled to a number of votes equal to the total number of Parcels owned by the Class "A" Emerson Park at Ave Maria Members plus one (1) vote. After the Emerson Park at Ave Maria Turnover Date, the Class "B" Emerson Park at Ave Maria Member shall be entitled to one (1) vote for each Parcel owned by the Class "B" Emerson Park at Ave Maria Member. If a Parcel is owned by one natural person, his right to vote shall be established by the record title to the Parcel. If a Parcel is owned jointly by two (2) or more natural persons that are not acting as trustees, that Parcel's vote may be cast by any one of the Emerson Park at Ave Maria Owners. If two (2) or more Emerson Park at Ave Maria Owners do not agree among themselves how their one vote shall be cast, that vote shall not be counted for any purpose. If the Emerson Park at Ave Maria Owner is a corporation, partnership, limited liability company, trust, trustee or other entity other than a natural person, the vote of that Parcel shall be cast by any officer, director, partner, manager, managing member or trustee, as the case may be.

2.3 Approval or Disapproval of Matters. Whenever the decision or approval of the Emerson Park at Ave Maria Owner is required upon any matter, whether or not the subject of a Emerson Park at Ave Maria Neighborhood Association meeting, such decision or approval may be expressed by any person authorized to cast the vote of such Parcel at an Emerson Park at Ave Maria Neighborhood Association meeting as stated in Section 2.2 above, unless the joinder of all Emerson Park at Ave Maria Owners is specifically required.

2.4 Change of Emerson Park at Ave Maria Membership. Following written approval of the Emerson Park at Ave Maria Neighborhood Association, as elsewhere required herein, a change of Emerson Park at Ave Maria Membership shall be established by the new Emerson Park at Ave Maria Member's membership becoming effective as provided in 2.1 above. At that time the Emerson Park at Ave Maria Membership of the prior Emerson Park at Ave Maria Owner shall be terminated automatically.

2.5 Termination of Emerson Park at Ave Maria Membership. The termination of Emerson Park at Ave Maria Membership in the Emerson Park at Ave Maria Neighborhood Association does not relieve or release any former Emerson Park at Ave Maria Member from liability or obligation incurred under or in any way connected with the Neighborhood during the period of his Emerson Park at Ave Maria Membership, nor does it impair any rights or remedies which the Emerson Park at Ave Maria Neighborhood Association may have against any former Emerson Park at Ave Maria Owner or Emerson Park at Ave Maria Member arising out of or in any way connected with such ownership and Emerson Park at Ave Maria Membership and the covenants and obligations incident thereto.

3. EMERSON PARK AT AVE MARIA MEMBERS' MEETINGS: VOTING:

3.1 Annual Meeting. There shall be an annual meeting of the Emerson Park at Ave Maria Members in each calendar year. The annual meeting shall be held in Collier County, Florida, each year at a day, place and time designated by the Board, for the purpose of electing Directors and transacting any business duly authorized to be transacted by the Emerson Park at Ave Maria Members.

3.2 Special Emerson Park at Ave Maria Members' Meetings. Special Emerson Park at Ave Maria Members' meetings must be held whenever called by the President or by a majority of the Directors, and may also be called by Emerson Park at Ave Maria Members having at least twenty-five percent (25%) of the voting interests. The business at any special meeting shall be limited to the items specified in the notice of meeting.

3.3 Notice of Meetings; Waiver of Notice. Notice of all Emerson Park at Ave Maria Members' meetings must state the time, date, and place of the meeting, and include an agenda for the meeting. The notice of meeting must be mailed to each Emerson Park at Ave Maria Member at the address which appears on the books of the Emerson Park at Ave Maria Neighborhood Association, or may be furnished by personal delivery. The Emerson Park at Ave Maria Member is responsible for providing the Emerson Park at Ave Maria Neighborhood Association with notice of any change of address. The Notice of Meeting must be mailed, delivered or electronically transmitted at least fourteen (14) days before the meeting. An affidavit of the officer or other person making such mailing shall be retained in the Emerson Park at Ave Maria Neighborhood Association records as proof of mailing. Attendance at any meeting by a Emerson Park at Ave Maria Member constitutes waiver of notice by that Emerson Park at Ave Maria Member unless the Emerson Park at Ave Maria Member objects to the lack of notice at the beginning of the meeting. A Emerson Park at Ave Maria Member may waive notice of any meeting at any time, but only by written waiver. Notice to the Emerson Park at Ave Maria Members of meetings of the Board, meetings of a committee requiring notice in the same manner as meetings of the Board, and annual and special meetings of the Emerson Park at Ave Maria Members, may be electronically transmitted in the manner set forth in Section 617.0141, F.S. (except as limited by the Act and these Emerson Park at Ave Maria Bylaws). Notice by electronic transmission is effective: when actually transmitted by facsimile telecommunication, if correctly directed to a number at which the Emerson Park at Ave Maria Member has consented to receive notice; when actually transmitted by electronic mail, if correctly directed to an electronic mail address at which the Emerson Park at Ave Maria Member has consented to receive notice. Notice is also effective when posted on an electronic network that the Emerson Park at Ave Maria Member has consented to consult, upon the later of: such correct posting; or the giving of a separate notice to the Emerson Park at Ave Maria Member of the fact of such specific posting; or when correctly transmitted to the Emerson Park at Ave Maria Member, if by any other form of electronic transmission consented to by the Emerson Park at Ave Maria Member to whom notice is given. Consent by a Emerson Park at Ave Maria Member to receive notice by electronic transmission shall be revocable by the Emerson Park at Ave Maria Member by written notice to the Emerson Park at Ave Maria Neighborhood Association. Any such consent shall be deemed revoked if: the Emerson Park at Ave Maria Neighborhood Association is unable to deliver by electronic transmission two consecutive notices given by the Emerson Park at Ave Maria Neighborhood Association in accordance with such consent; and such inability becomes known to the Secretary, Assistant Secretary or other authorized person responsible for the giving of notice. However, the inadvertent failure to treat such inability as a revocation does not invalidate any meeting or other action. The Emerson Park at Ave Maria Member is responsible for providing the Emerson Park at Ave Maria Neighborhood Association with notice of any change of mailing address, facsimile number or electronic mail address. To the extent that a Emerson Park at Ave Maria Member has provided the Emerson Park at Ave Maria Neighborhood Association with a facsimile number or electronic mail address and consented to receive notices by electronic transmission, such information shall be considered an "official record" until the Emerson Park at Ave Maria Member has revoked his consent. However, the Emerson Park at Ave Maria Neighborhood Association is not liable for an erroneous disclosure of electronic mail address or facsimile number. As used in these Emerson Park at Ave Maria Bylaws, the term "electronic transmission" means any form of communication, not directly involving the physical transmission or transfer of paper, which creates a record that may be retained, retrieved, and reviewed by a recipient thereof and which may be directly reproduced in a comprehensible and legible paper form by such recipient through an automated process. Examples of electronic transmission include, but are not limited to, telegrams, facsimile transmission of images, and text that is sent via electronic mail between computers. An affidavit of the Secretary, an Assistant Secretary, or other authorized agent of the Emerson Park at Ave Maria Neighborhood Association that the notice has been given by a form of electronic transmission is, in the absence of fraud, prima facie evidence of the facts stated in the notice.

3.4 Quorum. A quorum at meetings of the Emerson Park at Ave Maria Members shall be attained by the presence, either in person or by proxy, of Emerson Park at Ave Maria Members entitled to cast at least thirty percent (30%) of the votes of the entire Emerson Park at Ave Maria Membership. After a quorum has been established at a Emerson Park at Ave Maria Members' meeting, the subsequent withdrawal of any Emerson Park at Ave Maria Members, so as to reduce the number of voting interests represented below the number required for a quorum, shall not affect the validity of any action taken at the meeting before or after such persons leave.

3.5 Vote Required. The acts approved by a majority of the votes cast at a duly called meeting of the Emerson Park at Ave Maria Members at which a quorum has been attained shall be binding upon all Emerson Park at Ave Maria Members for all purposes, except where a greater or different number of votes is expressly required by law or by any provision of the Emerson Park at Ave Maria Documents.

3.6 Proxy Voting. To the extent lawful, any Emerson Park at Ave Maria Member entitled to attend and vote at a Emerson Park at Ave Maria Members meeting may establish his presence and cast his vote by proxy. A proxy shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting, and no proxy is valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, signed by the person authorized to cast the votes, specify the date, time and place of the meeting for which it is given, and the original must be delivered to the Secretary by the appointed time of the meeting or adjournment thereof. Holders of proxies need not be Emerson Park at Ave Maria Members. No proxy shall be valid if it names more than one person as the holder of the proxy, but the holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy.

3.7 Adjourned Meetings. Any duly called meeting of the Emerson Park at Ave Maria Members may be adjourned to be reconvened at a specific later time by vote of the majority of the voting interests present in person or by proxy, regardless of whether a quorum has been attained. When a meeting is adjourned it shall be necessary to give notice to all Emerson Park at Ave Maria Members of the time and place of its continuance regardless of whether such are announced at the meeting being adjourned. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted at the continuance, provided a quorum is then present, in person or by proxy.

3.8 Order of Business. The order of business at Emerson Park at Ave Maria Members' meetings shall be substantially as follows:

(A) Call of the roll or determination of quorum.
(B) Reading or disposal of minutes of the last Emerson Park at Ave Maria Members' meeting
(C) Reports of Officers
(D) Reports of Committees
(E) Unfinished Business
(F) New Business
(G) Adjournment

3.9 Minutes. Minutes of all meetings of Emerson Park at Ave Maria Members and of the Board shall be kept in a businesslike manner and available for inspection by Emerson Park at Ave Maria Members or their authorized representatives and Board members at reasonable times and for a period of seven (7) years after

the meeting. Minutes must be maintained in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon for each director present at a board meeting must be recorded in the minutes.

3.10 Parliamentary Rules. Roberts' Rules of Order (latest edition) shall guide the conduct of the Emerson Park at Ave Maria Neighborhood Association meeting when not in conflict with the law, with the Emerson Park at Ave Maria Declaration, or with these Emerson Park at Ave Maria Bylaws. The presiding officer may appoint a Parliamentarian whose decision on questions of parliamentary procedure shall be final. Any question or point of order not raised at the meeting to which it relates shall be deemed waived.

4. BOARD OF DIRECTORS: The administration of the affairs of the Emerson Park at Ave Maria Neighborhood Association shall be by the Emerson Park at Ave Maria Board of Directors. All powers and duties granted to the Emerson Park at Ave Maria Neighborhood Association by law, as modified and explained in the Emerson Park at Ave Maria Declaration, Articles of Incorporation, and these Emerson Park at Ave Maria Bylaws, shall be exercised by the Emerson Park at Ave Maria Board, subject to approval or consent of the Emerson Park at Ave Maria Owners only when such is specifically required.

4.1 Number and Terms of Service. The number of Directors which shall constitute the whole Emerson Park at Ave Maria Board shall be three (3). The initial Directors shall be appointed by and shall serve at the pleasure of the Emerson Park at Ave Maria Developer. At the Emerson Park at Ave Maria Turnover Meeting, and subsequently, Directors shall be elected in accordance with the Act and these Emerson Park at Ave Maria Bylaws. Prior to the Emerson Park at Ave Maria Turnover Meeting, the Emerson Park at Ave Maria Neighborhood Association shall solicit candidates and any eligible person may place his or her name in nomination. Nominations from the floor shall be accepted only if required by the Act. At the Emerson Park at Ave Maria Turnover Meeting, the two (2) Directors who receive the highest number of votes shall be elected to two (2) year terms, and the remaining director elected shall serve an initial one (1) year term. In the event of a tie vote, or if there are three (3) or fewer candidates, then the candidates shall mutually agree or shall draw lots to determine who shall serve the initial two (2) year term. Thereafter, all directors shall serve two (2) year terms. A Director's term will end at the annual election at which his successor is to be duly elected, unless he sooner resigns, or is recalled as provided in 4.4 below.

4.2 Qualifications. Directors appointed by the Emerson Park at Ave Maria Developer need not be Emerson Park at Ave Maria Members. Directors elected by the Emerson Park at Ave Maria Membership must be a Emerson Park at Ave Maria Member or the spouse of a Emerson Park at Ave Maria Member. If a unit is owned by a corporation, partnership, limited liability company or trust, any officer, director, partner, manager, managing member, or trustee, as the case may be, shall be eligible to be a Director.

4.3 Vacancies on the Emerson Park at Ave Maria Board. If the office of any Director becomes vacant for any reason, other than recall by the Emerson Park at Ave Maria Membership at a Emerson Park at Ave Maria Membership meeting, a majority of the remaining Directors, though less than a quorum, shall promptly choose a successor to fill the remaining unexpired term except that vacancies of all Directors appointed by the Emerson Park at Ave Maria Developer shall likewise be filled by the Emerson Park at Ave Maria Developer. If the Emerson Park at Ave Maria Neighborhood Association fails to fill vacancies on the Emerson Park at Ave Maria Board sufficient to constitute a quorum, or if no member remains on the Emerson Park at Ave Maria Board, the vacancy may be filled by the Emerson Park at Ave Maria Members (via a special meeting of the Emerson Park at Ave Maria Membership) or any Emerson Park at Ave Maria Member may apply to the Circuit Court for the appointment of a receiver to manage the Emerson Park at Ave Maria Neighborhood Association's affairs, in the manner provided by Florida law.

4.4 Removal of Directors. Except for Directors appointed by the Emerson Park at Ave Maria Developer, any or all Directors may be removed with or without cause by a majority vote of the entire Emerson Park at Ave Maria Membership, either by a written petition, or at any meeting called for that purpose, in the manner required by Section 720.303(10) of the Act.

4.5 Organizational Meeting. The organizational meeting of a new Emerson Park at Ave Maria Board shall be held within ten (10) days after the election. The organizational meeting may be held immediately following the election, in which case noticing of the meeting may be effectuated by the Emerson Park at Ave Maria Board existing prior to the election.

4.6 Other Meetings. Meetings of the Emerson Park at Ave Maria Board may be held at such time and place in Lee or Collier County, Florida, as shall be determined from time to time by the President or a majority of the Directors. Notice of meetings shall be given to each Director, personally or by mail, telephone or telegram at least forty-eight (48) hours prior to the day named for such meeting.

4.7 Notice to Emerson Park at Ave Maria Owners. A meeting of the Emerson Park at Ave Maria Board occurs whenever a quorum of the Emerson Park at Ave Maria Board gathers to conduct Emerson Park at Ave Maria Neighborhood Association business. All meetings of the Emerson Park at Ave Maria Board shall be open to Emerson Park at Ave Maria Members except for meetings between the Emerson Park at Ave Maria Board and its attorney with respect to: proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege; or personnel matters. Notices of all Emerson Park at Ave Maria Board meetings shall be posted conspicuously in the Neighborhood for at least forty-eight (48) continuous hours in advance of each Emerson Park at Ave Maria Board meeting, except in an emergency. In the event of an emergency meeting, any action taken shall be noticed and ratified at the next regular meeting of the Emerson Park at Ave Maria Board. In the alternative to the posting requirements discussed above, notice of each Emerson Park at Ave Maria Board meeting must be mailed or delivered to each Emerson Park at Ave Maria Member at least 7 days before the meeting, except in an emergency. An Emerson Park at Ave Maria Assessment may not be levied at a Emerson Park at Ave Maria Board meeting unless the notice of the meeting includes a statement that Emerson Park at Ave Maria Assessments will be considered and the nature of the Emerson Park at Ave Maria Assessments. Emerson Park at Ave Maria Members have the right to speak, for at least three (3) minutes, on any matter that is placed on the Emerson Park at Ave Maria Board meeting agenda by petition of the Emerson Park at Ave Maria Membership pursuant to Section 720.303(2)(d) of the Act. The Emerson Park at Ave Maria Neighborhood Association may adopt reasonable, written Emerson Park at Ave Maria Rules and Regulations expanding the rights of Emerson Park at Ave Maria Members to speak and governing the frequency, duration, and other manner of Emerson Park at Ave Maria Member statements, (including a sign-up sheet requirement), which Emerson Park at Ave Maria Rules and Regulations must be consistent with the minimum requirements of Section 720.303(2)(b) of the Act.

4.8 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. If all Directors are present at a meeting, no notice to Directors shall be required.

4.9 Quorum of Directors. A quorum at a Emerson Park at Ave Maria Board meeting shall exist when at least a majority of all Directors are present at a duly called meeting. Directors may participate in any meeting of the Emerson Park at Ave Maria Board, by a conference telephone call or similar communicative

meeting shall be required if the Emerson Park at Ave Maria Developer has elected to "guaranty" or "subsidize" the budget for that fiscal year. The proposed budget shall reflect the estimated revenues and expenses for that year by categories, as well as the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges for recreational amenities, whether owned by the Emerson Park at Ave Maria Neighborhood Association, the Emerson Park at Ave Maria Developer, or another person, if any.

6.3 Reserves for Capital Expenditures and Deferred Maintenance. In addition to annual operating expenses, the proposed budget may include reserve accounts for capital expenditures and deferred maintenance . Any reserves collected may be utilized in the manner the Emerson Park at Ave Maria Board determines in its discretion, unless the reserves are specifically classified as "restricted reserves" in which case those funds and any interest thereon shall be utilized only for their intended, restricted purpose, unless a majority of the Emerson Park at Ave Maria Members present, in person or by proxy, at a meeting called for such purpose, vote to utilize "restricted reserves" for other than the intended, restricted purpose.

6.4 Emerson Park at Ave Maria Assessments. Regular annual Emerson Park at Ave Maria Assessments based on the adopted budget shall be paid either monthly, or quarterly, as determined by the Emerson Park at Ave Maria Board. Failure to send or receive notice of Emerson Park at Ave Maria Assessments shall not excuse the obligation to pay. If an annual budget has not been adopted at the time the first installment for a fiscal year is due, it shall be presumed that the amount of such installment is the same as the last installment and shall be continued at such rate until a budget is adopted and pro rata Emerson Park at Ave Maria Assessments are calculated, at which time any overage or shortage shall be added or subtracted from each unit's next due installment.

6.5 Special Emerson Park at Ave Maria Assessments. Special Emerson Park at Ave Maria Assessments may be imposed by the Emerson Park at Ave Maria Board when necessary to meet unusual, unexpected, unbudgeted, or non-recurring expenses. Special Emerson Park at Ave Maria Assessments are due on the day specified in the resolution of the Emerson Park at Ave Maria Board approving such Emerson Park at Ave Maria Assessments. Subsequent to the Emerson Park at Ave Maria Turnover Date, no special Emerson Park at Ave Maria Assessment shall be levied unless it is first approved by two-thirds of the voting interests. A Emerson Park at Ave Maria Assessment may not be levied at a Emerson Park at Ave Maria Board meeting unless a written notice of the meeting is provided to each Emerson Park at Ave Maria Member at least fourteen (14) days before the meeting, which notice includes a statement that Emerson Park at Ave Maria Assessments will be considered at the meeting and the nature of the Emerson Park at Ave Maria Assessments. Written notice of any meeting at which special Emerson Park at Ave Maria Assessments will be considered must be mailed, delivered, or electronically transmitted (to the extent permitted by law) to the Emerson Park at Ave Maria Members and posted conspicuously in Emerson Park at Ave Maria or broadcast on closed-circuit television not less than fourteen (14) days before the meeting. Provided however, that no Emerson Park at Ave Maria Membership approval shall be required for a special Emerson Park at Ave Maria Assessment that relates to the necessary maintenance, repair, insurance or replacement of Emerson Park at Ave Maria Neighborhood Common Area or if the special Emerson Park at Ave Maria Assessment is required for the Emerson Park at Ave Maria Board to comply with any law or ordinance, or an order of any municipal, state or federal agency.

6.6 Fidelity Bonds. The Treasurer, and all other officers who are authorized to sign checks, and all other persons having access to or control of Emerson Park at Ave Maria Neighborhood Association funds, shall be bonded in such amounts as may be required by law or otherwise determined by the Emerson Park at Ave Maria Board. The premiums on such bonds shall be a common expense.

6.7 Financial Reporting. Within 60 days following the end of the fiscal year, the Emerson Park at Ave Maria Board shall mail or furnish by personal delivery to each Emerson Park at Ave Maria Member a financial report for the previous 12 months. The financial report shall be prepared in accordance with Section 720.303(7) of the Act.

6.8 Fiscal Year. The fiscal year shall be the calendar year, unless modified by the Emerson Park at Ave Maria Board.

7. EMERSON PARK AT AVE MARIA RULES AND REGULATIONS: USE RESTRICTIONS: The Emerson Park at Ave Maria Board may, from time to time, adopt and amend Emerson Park at Ave Maria Rules and Regulations subject to any limits contained in the Emerson Park at Ave Maria Declaration. Written notice of any meeting at which Emerson Park at Ave Maria Rules and Regulations that regulate the use of Parcels may be adopted, amended, or revoked must be mailed, delivered, or electronically transmitted (to the extent permitted by law) to the Emerson Park at Ave Maria Members and posted conspicuously in Emerson Park at Ave Maria or broadcast on closed-circuit television not less than fourteen (14) days before the meeting. A written notice concerning changes to the Emerson Park at Ave Maria Rules and Regulations that regulate the use of Parcels must include a statement that changes to the Emerson Park at Ave Maria Rules and Regulations regarding the use of Parcels will be considered at the meeting. Copies of such Emerson Park at Ave Maria Rules and Regulations shall be furnished to each Emerson Park at Ave Maria Owner. Any Emerson Park at Ave Maria Rules and Regulations created and imposed by the Emerson Park at Ave Maria Board must be reasonably related to the promotion of health, happiness and peace of mind of the Emerson Park at Ave Maria Owners and uniformly applied and enforced. Subsequent to the Emerson Park at Ave Maria Turnover Date, and as long as Emerson Park at Ave Maria Developer owns a Parcel, no new or amended Emerson Park at Ave Maria Rules and Regulations shall be effective unless Emerson Park at Ave Maria Developer grants its approval in writing, which approval may be denied in Emerson Park at Ave Maria Developer's discretion.

8. COMPLIANCE AND DEFAULT: REMEDIES: In addition to the remedies provided elsewhere in the Emerson Park at Ave Maria Declaration, the following provisions shall apply:

8.1 Obligations Of Emerson Park at Ave Maria Members; Remedies At Law Or In Equity; Levy of Fines and Suspension Of Use Rights.

(A) Each Emerson Park at Ave Maria Member and the Emerson Park at Ave Maria Member's tenants, guests and invitees, are governed by, and must comply with the Act and the Governing Documents. Actions at law or in equity, or both, to redress alleged failure or refusal to comply with the Emerson Park at Ave Maria Documents may be brought by the Emerson Park at Ave Maria Neighborhood Association or by any Emerson Park at Ave Maria Members against:

(1) The Emerson Park at Ave Maria Neighborhood Association;
(2) A Emerson Park at Ave Maria Member;
(3) Any director or officer who willfully and knowingly fails to comply with the provisions of the Act and the Emerson Park at Ave Maria Documents; and
(4) Any tenants, guests, or invitees occupying a Parcel.

The prevailing party in any such litigation is entitled to recover reasonable attorney's fees and costs. This section does not deprive any person of any other available right or remedy. 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.

(B) The Emerson Park at Ave Maria Neighborhood Association may levy reasonable fines against Emerson Park at Ave Maria Owners, in those cases in which Emerson Park at Ave Maria Owners commit violations of the Act the provisions of the Emerson Park at Ave Maria Documents, or condone such violations by their family members, tenants, guests, invitees. The fines shall be in an amount deemed necessary by the Emerson Park at Ave Maria Board to deter future violations, but in no event shall any fine exceed the maximum amounts allowed by law. Fines shall not be secured by a lien against a Parcel unless permitted by the Act. The procedure for imposing such fines shall be as follows:

(1) A fine may not be imposed without notice of at least fourteen (14) days to the person sought to be fined and opportunity for hearing before a committee of at least three Emerson Park at Ave Maria Members appointed by the Emerson Park at Ave Maria Board who are not officers, directors, or employees of the Emerson Park at Ave Maria Neighborhood Association, or the spouse, parent, child, brother or sister of an officer, director or employee, and the notice shall include:

(i) A statement of the date, time and place of the hearing;

(ii) A statement of the provisions of Florida law and the Emerson Park at Ave Maria Documents which have allegedly been violated; and

(iii) A short and plain statement of the matters asserted by the Emerson Park at Ave Maria Neighborhood Association; and,

(2) The party against whom the fine may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Emerson Park at Ave Maria Neighborhood Association. The Emerson Park at Ave Maria Owner shall be the party ultimately responsible for payment of a fine, regardless of whether the fine relates to conduct by a tenant, family member, invitee or guest.

(3) If the Committee, by majority vote, does not approve the fine, it may not be imposed.

(4) The Emerson Park at Ave Maria Neighborhood Association may not suspend the voting rights of a Emerson Park at Ave Maria Member.

8.2 Availability of Remedies. Each Emerson Park at Ave Maria Member, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of violations regardless of the harshness of the remedy utilized by the Emerson Park at Ave Maria Neighborhood Association and regardless of the availability of other legal remedies. It is the intent of all Emerson Park at Ave Maria Members to give the Emerson Park at Ave Maria Neighborhood Association methods and procedures which will enable it to operate on a businesslike basis, to collect those monies due it and to preserve the majority's right to enjoy the community free from unreasonable restraint and annoyance.

9. AMENDMENT OF EMERSON PARK AT AVE MARIA BYLAWS: Amendments to these Emerson Park at Ave Maria Bylaws shall be proposed and adopted in the following manner:

9.3 Vote Required. Prior to the Emerson Park at Ave Maria Turnover Date, amendments shall be adopted by the Emerson Park at Ave Maria Board. Subsequent to the Emerson Park at Ave Maria Turnover Date, a proposed amendment to these Emerson Park at Ave Maria Bylaws shall be adopted if it is approved by at least two-thirds (2/3) of the voting interests at any annual or special meeting called for the purpose, provided that notice of the proposed amendment has been given to the Emerson Park at Ave Maria Members in accordance with law. As long as Emerson Park at Ave Maria Developer owns a Parcel in the Neighborhood, an amendment to these Emerson Park at Ave Maria Bylaws shall not be effective without the prior written consent of Emerson Park at Ave Maria Developer, which consent may be denied in Emerson Park at Ave Maria Developer's discretion, provided, further, that regardless of whether Emerson Park at Ave Maria Developer owns a Parcel, no amendment shall be effective if it affects Emerson Park at Ave Maria Developer's rights or alters a provision herein made for Emerson Park at Ave Maria Developer's benefit. Amendment of these Bylaw requires prior written approval of HUD/VA as long as there is a Class "B" Emerson Park at Ave Maria Membership.

9.4 Certificate; Recording. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to these Emerson Park at Ave Maria Bylaws, which certificate shall be in the form required by law and shall be executed by the President or Vice-President with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Collier County, Florida.

10. VOTING IN MASTER ASSOCIATION MATTERS: Votes of the Emerson Park at Ave Maria Members with respect to Master Association matters shall be as described in Master Association Documents.

11. MISCELLANEOUS:

11.1 Gender. Whenever the masculine or singular form of a pronoun is used in these Emerson Park at Ave Maria Bylaws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, as the context requires.

11.2 Severability. Should any portion hereof be void or become unenforceable, the remaining provisions of the instrument shall remain in full force and effect.

The foregoing were adopted as the first Bylaws of EMERSON PARK AT AVE MARIA NEIGHBORHOOD ASSOCIATION, INC. on this ____ day of _____, 2006.

_____
EDWIN D. STACKHOUSE, PRESIDENT

496975

Timely		Total	
Legible		Grade	
Math			
Complete			

Initials & Date:

Contracts Administrator: _____

Attorney-in-Fact: _____

Ave Maria Single Family Detached Product

PURCHASE AGREEMENT CHECKLIST

PURCHASER _____ Lot _____ Block _____

CONTRACT DATE _____ COMMUNITY _____ PLAN # _____

ELEVATION _____ GARAGE RIGHT / LEFT (Circle One)

SUBMIT PAPERWORK IN THE FOLLOWING ORDER: SALESPERSON _____

_____ Agreement Checklist
_____ Home Buyer's Survey
_____ Purchaser Information Sheet
_____ Commission Sheet
_____ Deposit Transmittal
_____ Purchase Agreement
_____ Buyer's Declaration and Occupancy Agreement
_____ Disclosure Summary
_____ Job Initiation Order.....(if applicable & attach NSO if applicable)
_____ Change Order.....(if applicable & attach NSO if applicable)
_____ Diagram (Note: for location of options; initialed by buyer).....(if applicable)
_____ Pool Plan.....(if applicable)
_____ Color Selection Sheet.....(if applicable)
_____ Change Order Policy
_____ Broker Addendum.....(if applicable)
_____ General Addendum.....(if applicable)
_____ Smart Buyer Bonus
_____ Affiliated Business Arrangement Disclosure Statement-Mortgage
_____ Affiliated Business Arrangement Disclosure Statement-Title
_____ Notice Of Consumer Rights
_____ Receipt Of HOA Docs
_____ Energy Efficient Rating Disclosure
_____ Pulte Protection Plan
_____ Signed Diagram Floor plan
_____ Signed Elevation.....(if applicable)
_____ Signed Standard Features
_____ Signed Site Plan
_____ Signed Move in Cost Worksheet (MICE)
_____ Other.....

_____ Formal Meetings...Explain pre-construction, drywall, final orientations, and post closing visits.
_____ Site visits...Point out hazards. Check in with salesperson prior to visit.
_____ Utilities...All utilities will be on at closing. Buyers are to switch to their names within three days as it will be disconnected.
_____ Rate Locks...Totally buyers' decision. Pulte is not responsible.
_____ **CUSTOMER SATISFACTION SURVEY**

_____ _____ _____

BUYER BUYER DATE

Revised 12/29/06

PULTE HOME CORPORATION

9240 Estero Park Commons Blvd.
Estero, FL 33928

SINGLE FAMILY PURCHASE AGREEMENT

EMERSON PARK AT AVE MARIA

STATE CERT. CONTR. C.G.C. 044449 *DATE OF PURCHASE*_____

This is an "Agreement" by which You, the Buyer, agree to purchase from Pulte Home Corporation, the Seller, the house and lot (the "Home") described below. In this Agreement the words, "You", "Your" and "Yours" refer to the Buyer. "We", "Us" and "Our" refer to the Seller.

BUYER(S) IDENTIFICATION

Buyer's Name(s)		**Social Security Number(s)**		
Local Address	**City**	**State**	**Zip**	**Phone**
Other Address	**City**	**State**	**Zip**	**Phone**

THE HOME YOU HAVE PURCHASED

We agree to sell and You agree to purchase the following described real estate situated in Collier County, State of Florida as recorded in the Public Records of Collier County, Florida: Homesite _____, Block _____ of Ave Maria Unit 8, Emerson Park Subdivision, Section _____, Street address, if any:_____ Our Plan/Model ID _____ Our Elevation ID_____. If not currently complete, We will construct the Home according to Ou. construction schedule.

HOW YOU WILL PAY FOR THE HOME

You agree to pay Us the total purchase price below for the Home. You agree to pay for the Home according to the terms and payment schedule described below.

PURCHASE PRICE PAYMENT SCHEDULE

1. Deposit paid upon signing this Agreement: _____

2. Additional deposit to be paid by _____: _____

3. Local Cashiers Check from You at Closing
(excluding Your closing and applicable financing costs): _____

4. Cash from mortgage proceeds at Closing: _____

TOTAL PURCHASE PRICE _____

CASH PROVISION: If You intend to pay the purchase price in cash at the time of closing without third party financing, this provision shall be identified within the "Purchase Price Payment Schedule" on page one of the contract.

MORTGAGE PROVISIONS: You will apply, in good faith and at Your expense, for a mortgage loan commitment in the amount of $ _____ within ten (10) days after the date You sign this Agreement. In the event You fail to complete said application, and supply all supporting documentation to the Mortgagee, within said period, You agree that We shall have the right to terminate this Agreement and Your deposit will become non-refundable.

MODIFICATION IN MORTGAGE AMOUNT AND TERMS: We agree that the You may elect to modify the mortgage amount set forth on Page 1. The parties agree that the acceptance by You of a mortgage loan commitment for the purchase of the Unit for an amount which is different from the amount set forth on Page 1 shall constitute good and adequate evidence of Your election to modify the mortgage amount set forth on Page 1, and good and adequate evidence of Your agreement to pay in cash at closing any additional amount that may be required as a result of the modification in the mortgage amount. You understand and agree that the terms of any Mortgage Loan disclosed to You by any Mortgagee, such as interest rates or payment amounts and schedules, are merely informational and may be changed at or prior to Closing by such Mortgagee, and You further understand and agree that any such changes in then prevailing mortgage terms, whether occurring prior or subsequent to approval by Mortgagee or resulting from Your reapplication for a Mortgage Loan with another Mortgagee, shall not entitle You to a refund of Your Deposit or permit You to terminate this Contract or permit You to reduce the Purchase Price.

Mortgage Loan Tasks – You agree to perform all of the following tasks (the "**Mortgage Loan Tasks**") to obtain an Acceptable Loan Commitment (the "**Acceptable Loan Commitment**"): (i) to make application for the Mortgage Loan and to provide supporting loan documentation (e.g. tax returns, pay stubs, etc.) within the time period set forth above; (ii) to use Your best efforts to obtain the Mortgage Loan in good faith; (iii) to promptly execute all necessary documents and disclose all information; (iv) to promptly and duly comply with all requests of Mortgagee and Us to apply for and close the Mortgage Loan; and (v) to take such actions as are reasonably necessary for obtaining the Mortgage Loan. The parties agree that an Acceptable Loan Commitment is a written statement by a Mortgagee setting forth the terms and conditions upon which the Mortgagee is willing to make the mortgage loan to You which We accept, and is a loan commitment that has no contingencies or conditions which cannot be immediately remedied by You. The parties agree that, if the loan commitment requires You to sell any real or personal property, such a requirement is an unacceptable contingency or condition. You further agree not to incur any indebtedness (other than credit card charges) or take any other action subsequent to the effective date of this Contract, which might adversely affect Your application for an Acceptable Loan Commitment or which might cause a previously Acceptable Loan Commitment to be revoked.

You are responsible for obtaining a mortgage loan commitment within forty-five (45) calendar days from the date You signed this Agreement (the "Agreement Date") or seven (7) calendar days prior to the Closing Date, whichever occurs first, and for satisfying all conditions including the payment of all fees and expenses imposed by the lender regarding such mortgage loan. You will notify Us within three (3) calendar days upon receiving mortgage approval from the lender. If you are notified by any Mortgagee that an application by You for a Mortgage Loan has been approved subject to a condition or contingency, then We shall have the option to either reject the approval, in which event said application with said Mortgagee shall be "deemed rejected" by Us or accept the approval, in which event You shall diligently undertake to satisfy each and every condition or contingency within the earlier to occur of (i) thirty (30) days after receipt of the conditional Mortgage Loan approval, or (ii) thirty (30) days prior to Closing. If the conditions or contingencies of any such Mortgage Loan approval are not met, despite the diligent efforts by You, satisfied by the date stated herein, We shall, at Our sole option, either (a) provide You with a Mortgage Loan from Pulte Mortgage LLC if You meet underwriting criteria, or (b) refund Your Deposits, whereupon this Contract shall be terminated, the parties shall be relieved of all further rights and obligations hereunder and We shall have the immediate right to sell the Unit free and clear of any claims of You.

If We do not receive written notice that You have qualified for the mortgage loan within forty-five (45) calendar days from the Agreement Date or seven (7) calendar days prior to the Closing Date, whichever occurs first, We will assume Your application for mortgage has been approved, and Your deposit will become non-refundable, or We may terminate this Agreement, in which event all of the monies paid to Us will be refunded to You, less any of Our expenses and any other option payments previously made by You.

You authorize Us to order or obtain a credit report from a credit reporting agency or from any other source. You also authorize Us to contact Your lender regarding the status of Your mortgage loan and You authorize Your lender to disclose to Us all information regarding Your loan.

Modification to Cash Closing – Notwithstanding Your decision to obtain a Mortgage Loan, the parties agree that if You advise Us in writing not less that thirty (30) days before the Closing Date that You wish to change the manner of payment from mortgage to cash, then You may elect to modify the manner of payment from mortgage to cash at the time of Closing.

Change in Mortgage – Once an acceptable Loan Commitment in the amount described on Page 1 of this contract has been obtained by You from a Mortgagee, You agree not to change such Mortgagee, unless You notify Us of the decision to change the Mortgagee at least thirty (30) calendar days prior to Closing, and the proposed new Mortgagee has issued an Acceptable Loan Commitment to You in the amount specified on Page 1 of this contract.

FEDERAL HOUSING ADMINISTRATION/VETERANS ADMINISTRATION LOAN: If You select FHA or VA financing, notwithstanding any other provisions of this Agreement, You shall not be obligated to complete the purchase of the Home or to incur any penalties by forfeiture of deposits or otherwise unless We have delivered to You a writte statement setting forth the appraised value of the Homesite determined by FHA or VA, (exclusive of closing costs it FHA) of not less than the Purchaser Price, which statement We agree to deliver to You promptly after such appraised value statement is made available to Us. You shall, however have the option of proceeding to complete the purchase of the Home without regard to the amount of the appraised valuation made by FHA or VA, and We may alter this Agreement to reduce the Purchase Price to the appraised value, provided that one or the other option is exercised in writing within seventy-two hours of receipt of the certificate of value. **THE APPRAISED VALUATION IS ARRIVED AT TO DETERMINE THE MAXIMUM MORTGAGE THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT WILL INSURE. HUD DOES NOT WARRANT THE VALUE OF THE CONDITION OF THE HOME. YOU SHOULD SATISFY YOURSELF THAT THE PRICE AND CONDITION OF THE HOME ARE ACCEPTABLE.**

VETERANS ADMINISTRATION GUARANTEED LOAN: If You select VA financing:

(a) We will be charged with any special assessments or improvement bonds in connection with the completion of streets and common areas as disclosed in the master plan previously delivered to the VA.

(b) You certify that You have sufficient VA entitlement to obtain the loan

VA/FHA SUBDIVISION APPROVAL: If You are applying for VA or FHA financing, then this agreement is specifically contingent upon Our obtaining, at Our sole option, VA and/or FHA approval of the subdivision or VA and/or FHA approval of the Home on or before Closing. In the event We are unable to obtain such approval by the Closing Date, We may extend the Closing Date for sixty (60) days, We may declare this Agreement null and void in which event You shall be refunded all monies paid to Us. Notwithstanding the above, at any time We determine that VA or FHA subdivision approval is unavailable or too costly to obtain, We may terminate this Agreement and return all monies paid to Us.

REJECTION OF LOAN: In the event Your loan application is rejected within the 45 day time period, and You have pursued such application diligently, and have attempted to obtain financing through an alternate lender if requested by Us, then this Agreement shall automatically terminate. We will return Your deposit upon Your execution of Our Cancellation Form.

BROKERAGE: You acknowledge that this sale was brought about solely by Our sales personnel, and no outside Broke or Salesman was the procuring cause of this sale, except _____

_____

("BROKER"), registered real estate broker, who is entitled to a sales commission to be paid in full by Us pursuant to a separate agreement.

CLOSING: You understand and agree that We have the right to schedule the date, time and place of closing of this Contract (the "Closing"). The closing will be scheduled to occur within ten (10) calendar days after the Completion Date. The Completion Date is defined as the date of issuance of a certificate of occupancy. The specific time and place for Closing (the "Closing Date") shall be communicated to You at least fourteen (14) calendar days prior to the date of Closing.

We will repair or complete after Closing any "punchlist" items agreed to by Us in writing, if any, following reasonable oral or written notice to You. The existence of such punchlist items shall not entitle You to cancel this Agreement, withhold funds at Closing, or delay Closing. We will retain exclusive possession of the Home until We have received all monies due from You. Notwithstanding anything to the contrary in this Agreement and assuming no defaults by You, We acknowledge an obligation to complete the Home no later than 24 months from the date you sign this Agreement, except for delays which are outside of Our control.

CLOSING DELAY – In the event Closing is not completed on the date noticed for Closing due to the fault of You, at our sole option, we have the right to consider you in default under this Agreement and to keep all deposits You have paid. In addition, at our sole option, We have the right to charge You and You shall pay Us an amount equal to interest accruing daily at the lesser of eighteen percent (18%) per annum or the highest rate permitted by applicable law on the unpaid balance of the Purchase Price from the date noticed for Closing until the actual Closing occurs and all monies to be paid by You to Us pursuant to the terms of this Contract are received by Us. For purposes of calculating prorations at Closing, the date specified in the notice of Closing shall be the date of Closing.

DEPOSITS: We are required by Florida law to give You the following notice: "THE BUYER OF A ONE-FAMILY OR TWO-FAMILY RESIDENTIAL DWELLING UNIT HAS THE RIGHT TO HAVE ALL DEPOSIT FUNDS (UP TO 10-PERCENT OF THE PURCHASE PRICE) DEPOSITED IN AN INTEREST BEARING ESCROW ACCOUNT. THIS RIGHT MAY BE WAIVED, IN WRITING, BY THE BUYER". However, Florida law permits a builder to obtain waiver of this right. By signing this Agreement, You hereby waive the right to have Your deposit escrowed and waive the right to earn interest on your deposit. You agree to make all deposit payments directly to Us.

CLOSING COSTS: At Closing, You shall (1) pay any funds due Us by local cashier's check; (2) execute and deliver all documents required to close this transaction; (3) satisfy all requirements of any mortgage lender which are conditions of funding any mortgage loan; (4) pay all costs and expenses of obtaining a mortgage loan including documentary stamps,

mortgagee title insurance, intangible taxes, recording fees, attorney's fees, loan fees, points, and discounts, unless otherwise agreed to in writing by Us; (5) pay all closing costs associated with this transaction including documentary stamps on the deed, cost of survey, recordation of the deed, required homeowner's association contributions, title insurance premiums, and all other closing costs arising out of this transaction, unless otherwise agreed to in writing by Us.

PRORATIONS: Unless specifically set forth to the contrary in this paragraph or elsewhere in this Purchase Agreement, You will be responsible for and take title subject to the lien of all taxes, assessments, special assessments, fees and other charges against the Home. We will prorate the following as of the date of closing; (1) Ave Maria Stewardship Community District Annual Operating/Maintenance Charge and Annual Debt Service Assessment (2) homeowners' association assessments which have been levied as of the date of closing.

TIME: Time is of the essence for Your performance, including the Closing Date, Your attendance at Closing, payment of the Purchase Price and closing costs, and other dates in this Agreement. In the event You fail to Close or perform any other obligation under this Agreement on the date required, You will be in default of this Agreement.

THE LIMITED WARRANTY YOU RECEIVE WITH THE HOME

WARRANTIES: We warrant the Home against defects in workmanship and materials in accordance with, and limited by, the Pulte Protection Plan (the "Limited Warranty"), a copy of which We have provided to You. As to items which We have provided to You but which we did not manufacture, such as any air conditioner, water heater, range, dishwasher and other appliances, equipment or "consumer products," We provide no warranty on such items, but will transfer to You the manufacturer's warranty.

LIMITATIONS OF LIABILITY: WE LIMIT OUR OBLIGATIONS UNDER THE LIMITED WARRANTY TO REPAIR AND REPLACEMENT. THE LIMITED WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THIS PURCHASE. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF HABITABILITY, MERCHANTABILITY, WORKMANLIKE CONSTRUCTION OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS REQUIRED BY LAW OR PROVIDED DIRECTLY TO YOU BY THE MANUFACTURER. YOU UNDERSTAND AND AGREE THAT OUR LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, OR OTHERWISE, IS LIMITED TO THE REMEDY PROVIDED IN THE LIMITED WARRANTY.

PROVISIONS ABOUT THE HOME

CONSTRUCTION - MODEL NO._____. The Unit will be constructed substantially in accordance with the plans and specifications on file at SELLER'S office, as of the date of this Agreement. SELLER may make changes to the plans and specifications that it deems appropriate at any time as may be required by a lender, governmental agency having jurisdiction or otherwise, which changes shall not materially affect the value of the Property, and any such changes by the SELLER shall not constitute grounds for PURCHASER'S failure to close this transaction or for any claim against SELLER.

a) Certain items displayed in the models and/or outside models such as decorator items, extra fencing, special landscaping, and any other items displayed for merchandising purposes are not standard construction items and are therefore not included in this Agreement. In the event of any conflict between the SELLER'S models and the plans and specifications for the Unit, the plans and specifications shall control. Identification of such items should be obtained from SELLER'S sales representatives.

b) The Unit may be constructed as a reverse ("mirror image") of that illustrated in the floor plan of the applicable model as shown on sales and promotional material of the SELLER or as shown on an existing model of the Unit. PURCHASER agrees to accept the Unit as sited by the SELLER and as constructed according to a standard or reverse floor plan.

c) The Construction of the Unit shall be deemed to be completed upon the issuance of a Certificate of Occupancy, or its equivalent, by the appropriate governmental agency.

ENTRY ON PROPERTY: You agree that You will not enter onto the construction site at any time, with the construction activities under way, or otherwise, unless accompanied by a Pulte staff member. You acknowledge that entry onto the construction site can be dangerous, and therefore You agree that You will be responsible for any damages to any persons or property caused by, resulting from, or related to entry of the Unit by You, his/her invitees, licensees, or family prior to closing. You further agree that in the event We grant You permission to enter the Unit before closing, You will indemnify and hold Us harmless from any damages resulting there from. You agree that You will not make any additions or changes to the Unit before closing. You understand and agree that all unauthorized entry onto the construction site shall be trespass.

TITLE TO PROPERTY: At Closing We agree to convey good and marketable title to the Home by special warranty deed. This deed will give You title to the Home subject to mortgages placed by You, recorded restrictions, conditions, covenants, charges, patents, reservations and easements; any other easements or uses observable or disclosed to You; Homeowners Association covenants, agreements, and liens, and similar instruments that may be recorded prior to

Closing; and governmental and quasi-governmental requirements such as zoning and building regulations, taxes, assessments and other charges against the Home. Prior to Closing, We reserve the right to grant utility and related easements so long as they do not materially interfere with Your use and enjoyment of the Home.

LOSS OF PROPERTY: If any part of the Home You have purchased is damaged or destroyed by any casualty prior to Closing, We will have the option to restore the Home to its previous condition as soon as reasonably possible. In the event We elect to restore the Home, then the Closing Date and any other applicable date or deadline will be extended in a reasonable manner by Us. We agree to notify You within ten (10) business days of the date of any such casualty of Our decision to restore or not to restore the Home. In the event We elect not to restore the Home, then this Agreement will terminate and You will receive a full refund of all deposits.

LANDSCAPING/DRAINAGE: All grading, fill, disposition of trees and control of water flow will be performed in a lawful manner, but otherwise will be completed at Our sole discretion. Certain areas of the Lot may be left in their natural state and may not be landscaped in any way. At Closing, Our responsibility with respect to soil erosion, soil conditions, drainage, grass, shrubbery and landscaping terminates and Your responsibility begins. We are not liable for damage or destruction of trees on the property and make no warranty whatsoever as to the type, location, or amount of trees which will be on the property and/or the condition of those trees before, after, or during construction.

BUYER'S SELECTIONS: From samples provided by Us and to the extent allowed by Us, You may select certain interior and exterior colors, colors and grades of carpeting or other floor coverings, countertops and all similar items to be installed by Us in the Home. You agree to make such selections at a location designated by Us. Your selections will be final and binding. If You have not made such selections within the time period requested by Us, We may make such selections for You (which selections will be binding upon You) or We may deem You to be in default of this Agreement. You understand that the color of fixtures, carpeting, paint, tile, "mica", etc. can vary from shipment to shipment and that We cannot be held responsible for any color variation from the sample.

SUBSTITUTIONS/VARIATIONS: We reserve the right to make changes to the Home and/or to make deviations from its plans or specifications as become necessary in Our sole opinion by site, job, or governmental conditions or availability of materials so long as We use materials of substantially equivalent quality and appearance. Determination of equivalency will be in Our Sole opinion. Unless specified herein to the contrary, You agree to accept all color selections and appliances, if any, installed in the Home or ordered by Us for installation in the Home as of the Agreement Date. You understand that all furniture, decorator items, special landscaping, electrical, fixture outlet, switch locations, and other items displayed in or about Our model home(s) are for marketing purposes and do not constitute representations, assurances or warranties as to the Home You are purchasing and are not a part of this Agreement.

INSULATION: Insulation will be installed in the Home as follows where construction allows:

Exterior Walls:
FRAME: Type: Fiberglass; Thickness: 3 ½; R-Value: R-11
BLOCK: Type: Polystyrene Foam Board; R-Value: R-4.1

Ceilings: (except over garage or unrefrigerated storage room):
Type: Fab (Flat Areas) Blown; Thickness: 8"11 ; R-value: 30
Type: Fab (Non-Flat Areas) Batt; Thickness: 10 ; R-value: 30

Notwithstanding the foregoing, insulation may be of lesser thickness and R-value than indicated in certain areas where the design of the Home does not permit greater thickness. Examples of locations where thickness and R-value may vary include locations where studs are placed in the walls, at corners and windows and where roof trusses attach to outside walls. The R-values are based on the representation of the manufacturer and/or installer of the insulation, and We do not warrant or represent that these R-values are correct. We have the right to make substitutions as to the type, thickness and R-value of insulation installed in the Home as long as there are no substantial changes in the R-value of the insulation installed in a substantial portion of the Home.

ENVIRONMENTAL NOTICE/DISCLAIMER: The Home and its occupants may now or in the future be exposed to various environmental conditions in or near the Home (including, but not limited to, radon gas, electromagnetic fields from power lines and appliances, the presence of surface and underground utility facilities, and the possibility of air, water and soil pollution). We do not claim any expertise concerning such conditions. We make no representations or warranties, express or implied, about such conditions, and expressly disclaim any liability for any type of damages which such conditions might cause to the Home or its occupants. The Federal Environmental Protection Agency recommends that radon levels be tested in all homes, so You may wish to test the Home after closing for its specific radon level. For additional information, contact Your local, state or federal environmental agencies or other sources.

GENERAL CONTRACT PROVISIONS

DEFAULT: You will be in default of this Agreement if You fail to comply with the terms of this Agreement. If You default, We may end this Agreement and retain all deposits and payments made by You under this Agreement as liquidated damages, consideration for the execution of this Agreement, and in full settlement of any claims. In that event,

both You and We shall be relieved of all obligations under this Agreement. You agree that We do not waive any right because We delayed or failed to enforce that right or any other right.

In the event that We have not complied with Our obligations under this Agreement, You will send Us notice and We will have ten (10) days after receiving the notice within which to fulfill Our obligations. If for any reason other than Our failure to make Our title marketable, We fail to perform this Agreement and You are not in default of this Agreement, You may, as Your sole and exclusive remedies either: (i) seek specific performance of this Agreement, or (ii) elect to receive the return of Your deposit(s). In that event, both You and We shall be released from all obligations under this Agreement. Under no circumstances will We be liable for any special, indirect or consequential damages, including, without limitation, any damages based on claimed decrease in the value of Your Home, even if We have been advised of the possibility of such damages.

INTERSTATE LAND SALES FULL DISCLOSURE ACT: Notwithstanding anything to the contrary set forth in this Agreement, in the event We fail to fulfill Our obligation to complete the Home within two (2) years from the date of this Agreement, You shall have the remedy of specific performance or the right to receive the return of your deposit(s) without waiving any action for damages.

ARBITRATION: Any controversy, claim or dispute arising out of relating to this Agreement or Your purchase of the Home (other than claims under the Limited Warranty) shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association ("AAA") and the Federal Arbitration Act (Title 9 of the United States Code) and judgment rendered by the arbitrator(s) may be confirmed, entered and enforced in any court having jurisdiction. As a condition precedent to arbitration, the dispute shall first be mediated in accordance with the Construction Industry Mediation Rules of the AAA, or such other mediation service selected by Us. Claims under the Limited Warranty will be arbitrated in accordance with the arbitration provision set forth in the Limited Warranty.

RADON GAS NOTIFICATION: In accordance with Section 404.056(8) of the Florida Statutes, You acknowledge receipt of the following notice:

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of Radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the County Public Health Unit.

NOTICES AND APPLICABLE LAW: This Agreement is governed by the laws of Florida. Except as otherwise set forth in this Agreement, all notices must be in writing and will be in effect when sent to the addresses set forth in this Agreement.

TRANSFER AND RECORDING: You may not assign or transfer this Agreement without Our permission. This Agreement will be binding on both parties, their respective heirs, representatives, successors and assigns. You may not record this Agreement or any short form of this Agreement.

CHANGE ORDERS: We reserve the right to accept or reject any change orders. All change orders shall be submitted in writing and must be signed by both You and Us to be binding. Each change subsequent to the date of this Agreement may delay the Closing Date. If We agree to the change order(s), You may be charged a $250.00, processing fee, per item, per change order, which amount shall be due at the time the change order is agreed to by Us.

ADDENDA INCORPORATED IN THIS AGREEMENT: You and We acknowledge that the documents listed below are made a part of this Agreement:

1. Change Order Policy
2. Affiliated Business Pulte Mortgage
3. Affiliated Business PHC Title
4. Notice of Consumer Rights
5. Pulte Protection Plan
6. Floorplan
7. Standard Features
8. Site Plan
9. Receipt of HOA Docs / Energy Efficiency Rating
10. First Addendum
11. Buyer's Dec. and Occupancy Agree.
12. General Addendum (if applicable)
13. Legal Contingency (if applicable)
14. Broker Addendum (if applicable)
15. Smart Buyer Addendum (if applicable)

MISCELLANEOUS: The terms and conditions contained in this Agreement shall survive the Closing. The start of any activity by Us in connection with the Home is not to be deemed a waiver of any of Our rights under this Agreement. Each of You agree to be jointly and severally liable to perform this Agreement.

SURFACE WATER RETENTION AREAS AND WETLAND AND UPLAND TRACTS: You acknowledge that various governmental agencies are the local permitting authorities for surface water retention areas. Therefore, You understand and agree that on-site lakes and surface water retention areas, if any, are designed as water management areas and are not designed as aesthetic features. From time to time, due to low ground water elevations within the immediate area, on-site lakes and water retention areas, if any, may be shallow during certain periods of the year. In addition, at other times of the year, ground water elevations may be higher than the control elevation.

You acknowledge that various governmental agencies are the local permitting authorities for the wetland and upland tracts, which may be depicted on the plat described on Page 1. Therefore, You understand and agree that the wetland and upland tracts, are conservation areas, and are not designed as aesthetic features. From time to time, due to low ground water elevations within the immediate area, wetlands may be shallow or without surface waters during certain periods of the year. In addition, from time to time, due to high ground water elevations within the immediate area, uplands may retain surface waters during certain periods of the year

You further understand and agree that We have no control over such elevations, and therefore waives and releases Us from all claims, demands, and causes of action You may have against Us due to water elevations or the absence of water in on-site lakes or water retention areas, if any. The provisions of this paragraph shall survive the Closing.

ENTIRE AGREEMENT: This is the complete Agreement between You and Us concerning the purchase of the Home. Any prior agreements, written or oral, are superseded by this Agreement. You acknowledge that you are not relying upon any promises, agreements or representations made by Us, Our salespersons, agents, subcontractors or other employees ("Our Representatives") concerning the Home or any land adjacent to or near the Home, except as set forth in this Agreement. You also acknowledge that none of Our Representatives (other than Our Authorized Agent who has accepted this Agreement) has the authority to modify this Agreement or, to make any oral promise, agreement or representation inconsistent or contrary to the terms of this Agreement. This Agreement may be changed only by a written document signed by both You and our Authorized Agent. The invalidity or unenforceability of any particular provision of this Agreement will not affect the other provisions and this Agreement will be interpreted in all respects as if such unenforceable provisions were omitted.

WHEN SIGNED BY YOU AND OUR AUTHORIZED AGENT, THIS AGREEMENT WILL BECOME A LEGALLY BINDING AGREEMENT. PLEASE MAKE SURE THAT ALL PROVISIONS ARE READ AND UNDERSTOOD BEFORE SIGNING. IF YOU DO NOT UNDERSTAND ANY PROVISION, YOU SHOULD SEEK LEGAL ADVICE.

PURSUANT TO SECTION 720.401 F.S., SELLER IS OBLIGATED TO INFORM POTENTIAL PURCHASERS THAT THEY SHOULD NOT EXECUTE THIS PURCHASE AGREEMENT UNTIL THEY HAVE RECEIVED AND READ THE DISCLOSURE SUMMARY REQUIRED BY SECTION 720.401, F.S. INCORPORATED BY REFERENCE IS A DISCLOSURE SUMMARY OF WHICH BUYER(S) ACKNOWLEDGE RECEIPT.

IF THE DISCLOSURE SUMMARY REQUIRED BY SECTION 720.401, FLORIDA STATUTES, HAS NOT BEEN PROVIDED TO THE PROSPECTIVE PURCHASER BEFORE EXECUTING THIS CONTRACT FOR SALE, THIS CONTRACT IS VOIDABLE BY BUYER BY DELIVERING TO SELLER OR SELLER'S AGENT WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS AFTER RECEIPT OF THE DISCLOSURE SUMMARY OR PRIOR TO CLOSING, WHICHEVER OCCURS FIRST. ANY PURPORTED WAIVER OF THIS VOIDABILITY RIGHT HAS NO EFFECT. BUYER'S RIGHT TO VOID THIS CONTRACT SHALL TERMINATE AT CLOSING.

PROPERTY TAX
DISCLOSURE SUMMARY

BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

CONSTRUCTION INDUSTRIES RECOVERY FUND

PAYMENT MAY BE AVAILABLE FROM THE CONSTRUCTION INDUSTRIES RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A STATE-LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS: 1940 NORTH MONROE STREET, TALLAHASSEE, FLORIDA 32399-1039; (850) 487-1395. (FLA. STAT. ANN. SECTION 489.1425.996)

CHAPTER 558 NOTICE OF CLAIM

CHAPTER 558, FLORIDA STATUTES CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY BRING ANY LEGAL ACTION FOR AN ALLEGED CONSTRUCTION DEFECT IN YOUR HOME. SIXTY DAYS BEFORE YOU BRING ANY LEGAL ACTION, YOU MUST DELIVER TO THE OTHER PARTY TO THIS CONTRACT A WRITTEN NOTICE REFERRING TO CHAPTER 558 OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE SUCH PERSON THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND TO CONSIDER MAKING AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER WHICH MAY BE MADE. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THIS FLORIDA LAW WHICH MUST BE MET AND FOLLOWED TO PROTECT YOUR INTERESTS.

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN addition TO COUNTY AND ALL OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

IN WITNESS WHEREOF, the SELLER and BUYER have executed this Agreement on the date set forth below:

_____

BUYER DATE

_____

BUYER DATE

_____

SALES REPRESENTATIVE DATE
Subject to approval by Authorized Agent

PULTE HOME CORPORATION

BY:_____

Authorized Agent/Attorney-In-Fact DATE

☐ Corporate ☐ Lender ☐ Title Company ☐ Realtor (s) ☐ Purchaser ☐ Sales

515712 (Emerson)
12/29/06

PULTE HOMES

ADDENDUM
TO
AGREEMENT

BUYER'S DECLARATION AND OCCUPANCY AGREEMENT

Community: _____

Buyer(s): _____

Parcel: _____

Lot: _____

This Addendum is attached to and forms a part of the Agreement executed by Buyer and Seller on _____ for the purchase by Buyer from Seller of the property located at _____, (the "Property"). Buyer and Seller are those parties defined in the Agreement. **In the event of any conflict between this Addendum and the Contract, the parties hereto agree that the terms of this Addendum shall prevail.**

In order to induce Seller to agree to sell the Property to Buyer, Buyer acknowledges that Seller's decision to enter into the Agreement is based upon Buyer's representations contained herein. Any false statement or declaration made by Buyer hereunder shall entitle Seller to terminate the Agreement and, subject to the provisions herein, retain all of Buyer's deposits as set forth in the Agreement. Further, Buyer and Buyer's Broker understand and acknowledge that should a termination of the Agreement pursuant to this Declaration and Occupancy Agreement occur, no real estate commission will have been earned and will not be paid. Buyer declares and agrees as follows. **In the event a portion of the real estate commission has been paid prior to Closing and the Buyer does not close for any reason, said real estate commission will be refunded to Seller immediately. Buyer declares and agrees as follows:**

1. **Declaration Regarding Occupancy.** Buyer understands and agrees that the representations made herein are given as a material inducement for Seller to enter into the Agreement. Buyer represents that Buyer's manner of occupying the Property will be as follows (Buyer must check one of the following boxes). Buyer agrees that notwithstanding its manner of occupancy and except for a "hardship" situation in accordance with the terms of Paragraph 10 of this Addendum, Buyer represents and agrees that Buyer shall not make a Conveyance and/or Transfer (both as defined in Paragraph 6) of its interest in the Property for a period of one (1) year following Closing (the "Holding Period"). Buyer acknowledges that Seller has materially relied upon the foregoing representation in entering into the Agreement and would not have agreed to sell the Property to Buyer without such representation.

☐ **PRINCIPAL RESIDENCE.** Buyer will occupy and use the Property as Buyer's principal residence for a period of one (1) year following the Closing.

Initials	Initials

☐ **SEASONAL RESIDENCE.** Buyer will occupy and use the Property for purposes of a seasonal residence and Buyer will keep the Property available for Buyer's exclusive use and enjoyment at all times. "Seasonal Residence" is hereby defined as a residence in which Buyer shall reside on a seasonal basis and not as Buyer's principal residence.

Initials	Initials

☐ **INVESTMENT.** Buyer is acquiring the Property as an investment property. Buyer now occupies and uses other property or properties as Buyer's principal residence and/or seasonal residence. Buyer acknowledges that it is Seller's policy to provide as many people as possible with the opportunity for home ownership, to promote stability in home ownership, and, to the extent reasonably possible, discourage speculation. **Therefore, Seller expressly reserves the right to reject potential investor contracts in order to control the percentage of Investor Buyers in any particular subdivision.**

Initials	Initials

2. **Additional Earnest Money Deposit.** If Buyer does not intend to occupy the Property as Buyer's principal residence, Buyer will be deemed to be an "Investor/Seasonal Residence Buyer," and will be required to deposit with Seller, N/A (N/A%) of the total Purchase Price at the time of execution of the Agreement as an Additional Earnest Money Deposit (the "Investor/Seasonal Residence Buyer Earnest Money Deposit"). The Investor/ Seasonal Residence Buyer Earnest Money Deposit shall be due and payable to Seller at the time of execution of this Addendum.

3. **Change of Status.** If, at any time, Buyer's status changes whereby Buyer becomes an Investor/Seasonal Residence Buyer, either from Buyer's notification to Seller or Seller's determination (which may include the search of governmental, tax or other records available to Seller) of such change in status, at Seller's sole discretion, the Investor/Seasonal Residence Buyer Earnest Money Deposit in the amount of N/A (N/A%) of the total Purchase Price shall become due and payable within five (5) days of such change of status notification or Seller may terminate the Agreement and retain all Earnest Money deposits paid to date.

4. **Declaration Regarding Multiple Home Purchases.** Buyer hereby declares and represents that Buyer is not presently under contract with and/or has not entered into any agreement for the purchase of any other residence that is not listed below. If at any time prior to Closing Seller determines that Buyer is under contract for the purchase of another residential unit, Seller may terminate the Agreement and retain all Earnest Money deposits paid to date.

5. **Please list all residential properties currently owned or under contract by Buyer**:
(List complete mailing address)
1._____
2._____
3._____
4._____
5._____
6._____

6. **Definition of Transfer and Conveyance.** "Conveyance" means any sale, transfer, exchange, assignment, conveyance, or disposal of, Buyer's interest in the Property. "Transfer" means any sale or other transfer, including transfer by consolidation, merger, reorganization, or other conveyance by any of the Principals (hereinafter defined) of any portion of their interests in Buyer. For purposes hereof, the term "Principals" means any person or entity who owns or controls, directly or indirectly, a ten percent (10%) or greater voting or financial interest in Buyer on the date Buyer signs the Agreement.

7. **Conveyance or Transfer Prior to or at Closing.** Any attempt to make an assignment, or other transfer of Buyer's rights under the Agreement, or a Conveyance or Transfer prior to or at the Closing, without the express written permission of Seller shall constitute: (i) a material breach of the Agreement, entitling Seller, at its sole option, to terminate the Agreement and retain all Earnest Money Deposits pursuant to the terms of the Agreement, and (ii) a failure of a condition precedent to Seller's obligation to sell the Property to Buyer. The provisions of this paragraph shall in no event limit the remedies available to Seller should Buyer be otherwise in default under the Agreement.

8. **Conveyance or Transfer After Closing.** Except for "hardship" situations in accordance with the terms of Paragraph 10 of this Addendum, any Conveyance or Transfer after the Closing that occurs during the Holding Period shall constitute a material breach of the Agreement, entitling Seller, at its sole election, to either: (i) payment by Buyer of damages in an amount equal to the difference between (a) the

fair market value of the Property at the time of Buyer's Conveyance or Transfer, less costs of resale (such as broker's commission, escrow fees and title costs) actually incurred by Buyer, and (b) the Purchase Price set forth in the Agreement, plus the actual cost of any permanent improvements made by Buyer to the Property, or (ii) repurchase the Property from Buyer and/or third party title holder for an amount equal to the Purchase Price set forth in the Agreement, plus the actual cost of any permanent improvements made by Purchaser to the Unit. Seller shall make the election within thirty (30) days after Seller becomes aware of Buyer's breach of the terms of this Addendum. If Seller elects option (i) above in the event of a Conveyance, the escrow agent handling the escrow shall disburse the funds to Seller in accordance with the formula established in (i) above. In the event the Seller elects option (i) above in the event of a Transfer, Seller shall pursue its legal rights against Buyer, unless the Transfer involves an escrow agent, in which case the escrow agent shall disburse the funds to Seller in accordance with the formula established in (i) above. If the Seller elects option (ii) above in the event of a Conveyance or Transfer, within five (5) days after Seller's election or as soon thereafter as possible, an escrow shall be created at Lawyer's Title, or another escrow company selected by Seller to consummate the purchase as specified herein, which escrow shall have a time limit of thirty (30) days. Said escrow shall be subject only to approval by Seller of a then current preliminary title report. Any exceptions shown thereon created after the Close of Escrow, and disapproved by written notice to Buyer through escrow, shall be removed by Buyer at its sole expense at or prior to closing of escrow. In the event that the Property or any portion thereof is encumbered by a mortgage, deed of trust or any other lien or encumbrance, Seller may instruct the escrow agent to satisfy the indebtedness secured thereby out of the proceeds payable to Buyer through the repurchase escrow. Seller and Buyer shall each pay one-half of the escrow fees and all other costs or expenses shall be allocated between the parties in the manner that is customary in the market of the location of the Property. The "fair market value" shall be as determined by an independent appraiser appointed by Seller who shall be a member of the American Institute of Real Estate Appraisers with at least five (5) years of experience appraising similar properties in the location of the Property. The decision of the appraiser shall be final and binding. All fees for such appraiser shall be borne equally by Seller and Buyer.

9. **Notice of Conveyance or Transfer; Notices Generally. Buyer shall notify Seller of any Conveyance or Transfer by Buyer during the Holding Period. Such notice shall be sent to Seller at least thirty (30) days prior to such Conveyance or Transfer. All notices that are given pursuant to this Addendum shall be in writing. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card. Notices delivered by the United States Express Mail, Federal Express, Airborne Express or another overnight courier that provides next business day delivery (the "Express Courier") shall be deemed given on the next business day after deposit of the same with the Express Courier. Notice shall not be effective if sent by facsimile transmission. If notice is given or received on a Saturday, Sunday or legal holiday, or on a business day after 5:00 P.M., it shall be deemed given or received on the next business day. For purposes of notice, the addresses of the parties are as follows, which may be changed by five (5) days prior written notice:**

To Seller: Pulte Homes
9240 Estero Park Commons Blvd.
Estero, FL 33928

Attn: Jill Hoffman, Vice President, Sales
Tel: 239-495-4801

To Buyer: _____

_____

_____

_____

10. **Hardship Situations**. The following events may constitute a "hardship" situation under which Seller may allow Buyer to complete a Conveyance or Transfer during the Holding Period, in Seller's discretion:

    a. A Transfer resulting from Buyer's death;
    b. A Transfer by Buyer where the spouse of Buyer becomes the only co-owner of the Property with Buyer;
    c. A Transfer resulting from a decree of dissolution of marriage or legal separation or from a property settlement agreement incident to such decree;
    d. A Transfer by Buyer into a revocable inter vivos trust in which Buyer is beneficiary;
    e. A Transfer, Conveyance, pledge, assignment or other hypothecation of the Property to secure the performance of an obligation, which Transfer, Conveyance, pledge, assignment or hypothecation will be released or reconveyed upon the completion of such performance;
    f. A Transfer by Buyer (where Buyer is not self-employed) necessary to accommodate a mandatory job transfer required by Buyer's employer;
    g. A Transfer by Buyer after the death of Buyer's spouse; or
    h. A Transfer, which, in Seller's sole independent judgment, constitutes a "hardship" situation consistent with the intentions of this Addendum.

    The provisions of this Addendum shall continue in full force and effect after any transfer described in subsections b, d and e, above.

11. **No Unreasonable Restraint**. Purchaser acknowledges and agrees that the purpose of this Addendum is to comply with Seller's intention to create a stabilized community, prevent speculation in the price of homes, and prevent a shortage of homes for permanent residents. Purchaser further acknowledges and agrees that the provisions and restrictions set forth in this Addendum do not constitute an unreasonable restraint upon alienation of the Unit.

12. **Survival Severability**. All of the representations and covenants contained herein shall survive the delivery and recordation of the deed conveying the Property from Seller to Buyer. The provisions of this Addendum shall be independent and severable, and determination of the invalidity, partial invalidity or enforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision of this Addendum or the Agreement.

13. **Subordination**. Buyer and Seller hereby acknowledge and agree that a violation of this Addendum by Buyer shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, and the covenants and provisions of this Addendum shall be inferior and subordinate to the lien of any such first mortgage or deed of trust recorded concurrently with the deed conveying the Property to Buyer.

14. **Recordation of Memorandum**. A memorandum of this Addendum may be recorded, at Seller's sole option, in the Official Records of _____ County at the Close of Escrow.

Buyer hereby declare under penalty of perjury that the foregoing representations are true and correct, and Buyer hereby agree to be bound by the foregoing agreements, executed this _____ day of _____, 20___ at _____, _____.

BUYER:

_____ _____
Buyer Signature **Date**

_____ _____
Buyer Signature **Date**

_____ _____
Buyer Signature **Date**

Cooperating Broker (Buyer's Broker) or Outside Real Estate Agent's Signature

By:_____
Its:

AVE MARIA DISCLOSURE SUMMARY
Emerson Park
(PULTE HOME CORPORATION)

PURCHASE AGREEMENT ADDENDUM

The following provisions shall be added to and shall become a part of that certain Purchase Agreement ("Agreement") by and between Pulte Home Corporation ("Seller") and _____ ("Purchaser") dated _____, 200__.

1. AVE MARIA MASTER ASSOCIATION, INC. ("Master Association")

(a) **Master Planned Community.** Purchaser acknowledges that the property being sold ("Property") is a portion of a master planned community known as Ave Maria. Ave Maria is and shall be comprised of the Property, other residential and commercial property, a university and certain amenities. Purchaser understands and acknowledges that the Property shall be subject to recorded covenants, conditions, and restrictions which establish and provide for the governance structure of the master planned community, including, without limitation, the Master Association Documents. Seller is not the "Developer" of Ave Maria (as that term is defined in Article II, Section 19 of the Master Association Declaration) and does not control the Master Association's Board of Directors.

(b) **Master Association Documents.** Purchaser acknowledges that the Property shall be subject to, without limitation, the following which comprise the "Master Association Documents": (i) the Declaration of Covenants, Conditions, and Restrictions for Ave Maria ("Master Association Declaration") and all exhibits thereto; (ii) the Articles of Incorporation of Ave Maria Master Association, Inc. ("Master Association Articles"); and (iii) the By-Laws of Ave Maria Master Association, Inc. ("Master Association By-Laws").

(c) **Master Association Membership and Pulte Component.** Upon acquisition of title to the Property, Purchaser shall automatically become a member of the Master Association and shall be subject to the assessment obligations and other provisions set forth in the Master Association Declaration. The Property is located within the "Pulte Component" of Ave Maria (as that term is defined in Article I, Section 2(a)(i) of the Master Association Declaration). Accordingly, Purchaser will be: a Member of the Master Association; obligated to pay Assessments levied by the Master Association, Amenity Fees and any other charges required under the Master Association Documents, but shall not be obligated to pay any Commercial/Town Center/Ave Maria University Component Assessments or Developer's Residential Component Assessments; entitled to use and enjoy the Master Association Common Area (including the Amenities, but subject to payment of Amenity Fees) for their intended purpose; and subject to the Master Association Documents. The Owners in the Pulte Component shall collectively be obligated to pay seventy percent (70%) of the Shared Costs (as that term is defined in Article II, Section 46 of the Master Association Declaration). Purchaser should refer to the Master Association Documents for a complete description of Purchaser's obligations thereunder.

IF THE PROPERTY YOU ARE PURCHASING IS LOCATED IN DEL WEBB AT AVE MARIA, THEN SECTION 2 BELOW IS APPLICABLE TO YOUR PURCHASE AND OWNERSHIP.

2. DEL WEBB AT AVE MARIA COMMUNITY ASSOCIATION, INC. ("Community Association")

(a) **Planned Community.** Purchaser acknowledges that the property being sold ("Property") is a portion of a planned community known as Del Webb at Ave Maria. Del Webb at Ave Maria is and shall be comprised of the Property, other residential property, and certain amenities. Purchaser understands and acknowledges that the Property shall be subject to recorded covenants, conditions, and restrictions which establish and provide for the governance structure of the planned community, including, without limitation, the Community Association Documents.

(b) **Community Association Documents.** Purchaser acknowledges that the Property shall be subject to, without limitation, the following which comprise the "Community Association Documents": (i) the Declaration of Covenants, Conditions, and Restrictions for Del Webb at Ave Maria ("Community Association Declaration") and all exhibits thereto, including, without limitation, (ii) the Articles of Incorporation of Del Webb at Ave Maria Community Association, Inc. ("Community Association Articles"); and the (iii) the By-Laws of Del Webb at Ave Maria Community Association, Inc. ("Community Association By-Laws");

(c) **Community Association Membership.** Upon acquisition of title to the Property, Purchaser shall automatically become a member of the Community Association and shall be subject to the assessment obligations and other provisions set forth in the Community Association Declaration. Purchaser acknowledges that the Community Association Documents provides for the collection of assessments, including Del Webb at Ave Maria Base Assessments (including reserves), Initial and Resale Working Capital Contributions payable to the Community Association, Del Webb at Ave Maria Neighborhood Assessments, Del Webb at Ave Maria Community Association Special Assessments, Del Webb at Ave Maria User Assessments, and such other fees and charges which may be levied pursuant to the Community Association Documents. Neither Seller nor the Community Association makes any representations or warranties that on the Del Webb at Ave Maria Turnover Date any portion of the Initial and Resale Working Capital Contributions payable to the Community Association shall be in the accounts of the Community Association, it being understood that Seller

may use such Initial and Resale Working Capital Contributions to reduce the amount of its subsidy (guaranty) obligation pursuant to the Community Association Declaration.

3. RECEIPT OF DOCUMENTS. Purchaser acknowledges receipt of the Master Association Documents, Community Association Documents (if the Property is located in Del Webb at Ave Maria), the Recreation Association Documents (if the Property is a condominium unit), the Neighborhood Association Documents, and the Initial Budget for his Neighborhood Association, with accompanying description of Master Association Assessments and initial charges, Community Association Assessments and initial charges (if the Property is located in Del Webb at Ave Maria), and Recreation Association Assessments and initial charges (if the Property is a condominium unit) and agrees to comply with all of the terms, conditions, and obligations set forth therein. Purchaser is on notice and acknowledges that each of the foregoing documents may be amended from time to time. Purchaser also acknowledges that the Master Association Documents, Community Association Documents, Recreation Association Documents and Neighborhood Association Documents may be supplemented by rules and regulations, supplements, amendments and Architectural Standards/Architectural Planning Criteria.

Purchaser's Initials _____

4. NEIGHBORHOOD AND RECREATION ASSOCIATION. In addition to being subject to the Master Association Documents and requiring membership in the Master Association, Community Association Documents and requiring membership in the Community Association (if the Property is located in Del Webb at Ave Maria), Purchaser's Property shall also be located in a "Neighborhood" which shall be subject to a Declaration of Covenants or Declaration of Condominium, Articles, Bylaws, and any rules and regulations ("Neighborhood Association Documents"), and Purchaser shall automatically become a member of a Neighborhood Association (either a homeowners' or condominium association). Membership in the Neighborhood Association shall be in addition to, and not in lieu of, membership in the Master Association, and Community Association (if the Property is located in Del Webb at Ave Maria). Purchasers of a condominium unit shall also be required to be members of a Recreation Association that will operate certain recreational facilities, subject to a Declaration of Covenants, Articles, Bylaws and any rules and regulations ("Recreation Association Documents").

5. MASTER ASSOCIATION COMMON AREA, DEL WEBB AT AVE MARIA COMMUNITY ASSOCIATION COMMON AREA AND RECREATION ASSOCIATION COMMON AREA. Seller is not the Developer of Ave Maria and its Master Association Common Areas and Seller makes no representations concerning the Master Association Common Area. Seller will construct the Del Webb at Ave Maria Community Association Common Area and Recreation Association Common Area. If the Property is a condominium unit, Purchaser acknowledges that use of the Recreation Association Common Areas shall be subject to any limitations, restrictions, requirements, and fees as may be established by Seller and the Board of the Recreation Association. If the Property is located in Del Webb at Ave Maria, Purchaser acknowledges that use of the Del Webb at Ave Maria Community Association shall be subject to any limitations, restrictions, requirements, and fees as may be established by Seller and the Board of the Community Association. Purchaser acknowledges that Seller and the Boards of the Recreation Association and Community Association reserve the right to operate and manage recreational and other commonly used facilities pursuant to a management agreement.

6. AVE MARIA STEWARDSHIP COMMUNITY DISTRICT ("DISTRICT"). The Developer of Ave Maria (not Seller) has caused the District to be created pursuant to a special act charter created and approved by the Florida Legislature in Chapter 2004-461, Laws of Florida. The Property is within and subject to the jurisdiction of the District. The District is discussed in greater detail in Article XX of the Master Association Declaration.

THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC SYSTEMS, FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

7. ADDITIONAL DISCLOSURES RELATING TO AVE MARIA.

- Ave Maria has a centralized irrigation system managed by the District that utilizes a combination of effluent and ground water.
- Ave Maria is located outside the urban area of Collier County and is in an area inhabited with wildlife including but not limited to wild boars, black bears, Florida panthers, wild turkey, and alligators. Habitat management plans have been developed to maintain the wildlife in preserve areas and offsite lands.
- Oil Well Road will be under construction for several years in various stages.
- Immokalee Road will be under construction for several years in various stages.
- Road construction will occur within Ave Maria during the development of Ave Maria.

- The District, Master Association or Developer of Ave Maria will provide for mosquito control, as Ave Maria is not currently within the Collier County Mosquito Control District. There is a possibility that the Collier County Mosquito Control District will ultimately provide mosquito control.

- There is a wastewater treatment plant located within Ave Maria which uses an enclosed biological treatment system which is designed to attempt to minimize potential odors. The plant has been designed using standard industry technologies.
- There is a water treatment facility located within Ave Maria which uses chemical processes to treat water to drinking water specifications.
- The wastewater treatment plant and water treatment facility have planned expansions as Ave Maria is developed.
- Lee County Electric Cooperative ("LCEC") plans to build a(n) electrical substation(s) onsite in the future as necessary to provide power to Ave Maria.
- LCEC plans to construct above ground transmission and distribution lines along Camp Keais Road and south of the BelleraWalk Community as necessary to provide power to Ave Maria.
- Existing agricultural activities will continue onsite and on adjacent properties during the development of Ave Maria and those agricultural activities are not in Seller's control.
- The zoning of properties located outside of Ave Maria containing existing agricultural operations may change.
- The lakes in Ave Maria are controlled by the natural water table and fluctuate seasonally.
- Ave Maria Development, LLLP is the Developer of Ave Maria and controls the Master Association. Ave Maria Development, LLLP is not owned by, affiliated with or controlled by Seller and Seller does not control the Master Association.
- Seller is not in control of nor is it responsible for the District's operations, assessments, charges, taxes or any other of its activities/decisions.
- Ave Maria Development, LLLP shall construct affordable housing within the boundary of Ave Maria as outlined in Zoning Resolution 2005-235.
- Ave Maria Boulevard, Pope John Paul II Blvd and Anthem Boulevard will not be access controlled. The only communities in Ave Maria to be developed by Seller that have the potential to be access controlled are Del Webb at Ave Maria and Bellerawalk at Ave Maria.

The information provided above has been provided by Seller in understandable language, and is intended as a summary of only certain matters relating to the community. The following is required by Florida Statute.

DISCLOSURE SUMMARY FOR NEIGHBORHOOD ASSOCIATIONS IN AVE MARIA

DEVELOPED BY PULTE HOME CORPORATION

1. AS A PURCHASER OF PROPERTY IN THIS COMMUNITY, YOU WILL BE OBLIGATED TO BE A MEMBER OF: A HOMEOWNERS' ASSOCIATION OR CONDOMINIUM ASSOCIATION ("NEIGHBORHOOD ASSOCIATION"); A RECREATION ASSOCIATION (IF THE PROPERTY IS A CONDOMINIUM UNIT); DEL WEBB AT AVE MARIA COMMUNITY ASSOCIATION, INC. ("COMMUNITY ASSOCIATION") -- IF THE PROPERTY IS LOCATED IN DEL WEBB AT AVE MARIA; AND AVE MARIA MASTER ASSOCIATION, INC. ("MASTER ASSOCIATION").

2. THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE COVENANTS GOVERNING THE USE AND OCCUPANCY OF PROPERTIES IN THIS COMMUNITY.

3. YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE NEIGHBORHOOD ASSOCIATION, A RECREATION ASSOCIATION (IF THE PROPERTY IS A CONDOMINIUM UNIT), THE COMMUNITY ASSOCIATION (IF THE PROPERTY IS LOCATED IN DEL WEBB AT AVE MARIA), AND THE MASTER ASSOCIATION. ASSESSMENTS OWED TO THE FOREGOING ASSOCIATIONS MAY BE SUBJECT TO PERIODIC CHANGE. THE CURRENT AMOUNT PAYABLE TO THE NEIGHBORHOOD ASSOCIATION IS $ 28.09 PER MONTH (WHICH INCLUDES THE RECREATION ASSOCIATION ASSESSMENT). THE CURRENT AMOUNT PAYABLE TO THE COMMUNITY ASSOCIATION (IF THE PROPERTY IS LOCATED IN DEL WEBB AT AVE MARIA) IS $ N/A PER MONTH. THE CURRENT AMOUNT PAYABLE TO THE MASTER ASSOCIATION IS $ 639.60 PER YEAR. YOU WILL ALSO BE OBLIGATED TO PAY ANY SPECIAL ASSESSMENTS IMPOSED BY THE NEIGHBORHOOD ASSOCIATION, THE RECREATION ASSOCIATION (IF THE PROPERTY IS A CONDOMINIUM UNIT), THE COMMUNITY ASSOCIATION (IF THE PROPERTY IS LOCATED IN DEL WEBB AT AVE MARIA) AND THE MASTER ASSOCIATION. SUCH SPECIAL ASSESSMENTS MAY BE SUBJECT TO CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS $ N/A PER _____. PRESENTLY, IT IS CONTEMPLATED THAT THE MASTER ASSOCIATION WILL COLLECT ITS ASSESSMENTS AND CHARGES DIRECTLY FROM OWNERS IN THIS COMMUNITY, AND IT IS ALSO ANTICIPATED THAT THE COMMUNITY ASSOCIATION WILL COLLECT ITS ASSESSMENTS AND CHARGES DIRECTLY FROM OWNERS IN DEL WEBB AT AVE MARIA. HOWEVER, THE MASTER ASSOCIATION AND COMMUNITY ASSOCIATION MIGHT REQUIRE ANOTHER ASSOCIATION TO COLLECT ASSESSMENTS ON

ITS/THEIR BEHALF. IF THAT OCCURS, THE MASTER ASSOCIATION ASSESSMENTS AND CHARGES AND COMMUNITY ASSOCIATION ASSESSMENTS AND CHARGES WILL BE IN ADDITION TO THE NEIGHBORHOOD ASSOCIATION AND RECREATION ASSOCIATION ASSESSMENTS AND WILL NOT BE INCLUDED IN THE GUARANTEED ASSESSMENT AMOUNT OF **$ 28.09** PER MONTH.

4. YOU WILL BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO COLLIER COUNTY, AVE MARIA STEWARDSHIP COMMUNITY DISTRICT, AVE MARIA UTILITY COMPANY, LLLP AND ANY SPECIAL TAXING DISTRICT. ALL ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.

5. YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY THE MANDATORY ASSOCIATIONS REFERENCED ABOVE COULD RESULT IN A LIEN ON YOUR PROPERTY.

6. THERE IS NO OBLIGATION TO PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER COMMONLY USED FACILITIES AS AN OBLIGATION OF MEMBERSHIP IN THE APPLICABLE MANDATORY ASSOCIATIONS REFERENCED ABOVE WITH RESPECT TO THE RECREATIONAL AND OTHER COMMONLY USED FACILITIES AVAILABLE TO PURCHASER (DEPENDING UPON THE PROPERTY'S TYPE AND LOCATION).

7. THE SELLER HAS THE RIGHT TO AMEND THE RESTRICTIVE COVENANTS FOR THE NEIGHBORHOOD ASSOCIATION, RECREATION ASSOCIATION AND COMMUNITY ASSOCIATION WITHOUT THE APPROVAL OF THE MEMBERSHIP OF THOSE ASSOCIATIONS. THE DEVELOPER OF AVE MARIA (NOT PULTE HOME CORPORATION) HAS THE RIGHT TO AMEND THE RESTRICTIVE COVENANTS FOR THE MASTER ASSOCIATION WITHOUT THE APPROVAL OF THE MASTER ASSOCIATION'S MEMBERSHIP.

8. THE STATEMENTS CONTAINED IN THIS DISCLOSURE FORM ARE ONLY SUMMARY IN NATURE, AND, AS A PROSPECTIVE PURCHASER, YOU SHOULD REFER TO THE NEIGHBORHOOD ASSOCIATION DOCUMENTS, RECREATION ASSOCIATION DOCUMENTS (IF APPLICABLE), COMMUNITY ASSOCIATION DOCUMENTS (IF APPLICABLE), MASTER ASSOCIATION DOCUMENTS AND THE PROPOSED BUDGET FOR THE NEIGHBORHOOD ASSOCIATION BEFORE PURCHASING PROPERTY. PURCHASER ACKNOWLEDGES RECEIPT OF COPIES OF THE FOREGOING DOCUMENTS.

9. THE NEIGHBORHOOD ASSOCIATION DOCUMENTS, RECREATION ASSOCIATION DOCUMENTS, COMMUNITY ASSOCIATION DOCUMENTS AND MASTER ASSOCIATION ARE EITHER MATTERS OF PUBLIC RECORD AND CAN BE OBTAINED FROM THE RECORD OFFICE IN THE COUNTY WHERE THE PROPERTY IS LOCATED, OR ARE NOT RECORDED AND CAN BE OBTAINED FROM THE SELLER.

Sales Representative as witness to PURCHASER	**Date**	**(PURCHASER)**	**Date**
Accepted by: Attorney-in-Fact	**Date**	**(PURCHASER)**	**Date**

☐ Corporate ☐ Lender ☐ Title Company ☐ Construction ☐ Purchaser ☐ Realtor (s) ☐ Sales

Emerson Park
v3

JIO

Community Name (Comm No.)

Change Order Type:	JIO	Agreement Id:	
Number:	0	Agreement Created:	
Created Date:	MM/DD/YYYY	Agreement Approved:	
Sales Status:		Sales Associate:	
Construction Status:		JIO/CO Created By:	
Description:			

Current Buyer Information:

Buyer:
Current Address:
City, State, Zip:
Home Phone:
Work Phone:

Seller File Reference:

Home Site:
Alternate Lot Block:
Building #:
Unit Number:
Address:
Garage:
Plan:
Plan Id:
Elevation:
Phase:

Current House Selections:

Option Code	Options	Notes	Quantity	Price

Items Added to Configuration:

Pricing Information:

Base House:
Lot Premium:
Options Total:
Non-Standard Options Total:
Elevation:
Sales Program:
Price Adjustment:

Current Price:

Seller Initials

JIO

Community Name (Comm No.)

Change Order Type:	JIO	Agreement Id:	
Number:	0	Agreement Created:	
Created Date:		Agreement Approved:	
Sales Status:		Sales Associate:	
Construction Status:		JIO/CO Created By:	
Description:			

All other terms and conditions in the above-designated Purchase Agreement (as may be amended by another addendum or other addenda) remain unchanged.

IMPORTANT! THIS CHANGE ORDER IS NOT BINDING UNTIL ACCEPTED BY SELLER. THE SALES COUNSELOR'S SIGNATURE DOES NOT CONSTITUTE ACCEPTANCE.

Buyers:

_____

MM/DD/YYYY

Submitted By:

_____

Sales Associate MM/DD/YYYY

Accepted by Seller:

_____

Authorized Agent MM/DD/YYYY

JOB INITIATION ORDER

PULTE HOME CORPORATION

Southwest Florida

Initials & Date:
Corp. Administrator:
Gen. Sales Mgr.:
Dir. Of Constr.:

Date _____

Buyer(s) _____

Community _____ Lot/Unit _____ Block/Bldg _____

Property Address _____

Model Name _____ Model # _____ Elevation _____ Garage (R/L) _____

OPTIONS #'S	DESCRIPTION	PRICE
	BASE PRICE	
	LOT PREMIUM	
	ELEVATION #	

OPTIONAL EXTRAS

	TOTAL	

PULTE HOME CORPORATION

Subject to acceptance by authorized agent of Seller Corporation

_____ Date
Sales Representative
as witness to PURCHASER

_____ Date
(PURCHASER)

Accepted by: _____
Attorney-in-Fact

_____ Date
(PURCHASER)

Date: _____

☐ Corporate ☐ Lender ☐ Title Company ☐ Construction ☐ Purchaser ☐ Realtor(s) ☐ Sales

Revised 9/9/98.

CHANGE ORDER

PULTE HOME CORPORATION

Date _____ COC # _____ Status TBB / UNDER CONSTRUCTION / COMPLETE

Community _____ Lot/Unit _____ Block/Bldg _____ Plan # _____

Purchaser Name _____

Purchaser Mailing Address _____

Purchaser Phone Number _____

Initials & Date:
Corp. Administrator: _____
Gen. Sales Mgr.: _____
Dir. Of Constr.: _____

				PRICE
PRICE FROM JIO OR PREVIOUS COC				
CIRCLE ONE	QTY.	OPTION #	CHANGES OR EXTRAS DESCRIPTION	
Add / Delete				
Add / Delete				
Add / Delete				
Add / Delete				
Add / Delete				
Add / Delete				
Add / Delete				
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Add / Delete				
Add / Delete				
Add / Delete				
			TOTAL PURCHASE PRICE	

When this selection list is accepted by the Seller, it shall automatically become a part of the Purchase Agreement.

_____ Date
Sales Representative
as witness to PURCHASER

_____ Date
(PURCHASER)

Accepted by: _____
Attorney-in-Fact

_____ Date
(PURCHASER)

Date: _____

☐ Corporate ☐ Lender ☐ Title Company ☐ Construction ☐ Purchaser ☐ Realtor (s) ☐ Sales Revised 4/7/00

Color Selection Form

Community Name (Comm No.)

Buyer's Names

Seller's File Reference

Sales Associate:	*Configuration Name:*
Lot/Block:	*Configuration Type:*
Lot Address:	*Configuration Status:*
Lot Status:	*Sales Agreement #:*
Plan:	*Square Feet:*
Bedrooms:	*Bathrooms:*
Elevation:	*Color Scheme:*
Series:	*Handing:*
	Sales Agreement Type:
	Sales Agreement Status:
	Construction Stage:

It is very important that you consider each selection carefully. Once this form has been signed by you, your color selections are final.

NO COLOR SELECTION CHANGES WILL BE ALLOWED AFTER THIS FORM HAS BEEN COMPLETED!

Base House

Appliances - Packages

Bathroom Cabinets and Tops - Upgrade

Carpet/Pad - Carpet Upgrade

Flooring-Hard Surface - Tile

Flooring-Hard Surface - Tile

Interior Finishes - Paint

Kitchen Cabinets and Tops - Cabinet Upgrade

Kitchen Cabinets and Tops - Countertop Laminate

I acknowledge and understand that due to wood being a natural product Pulte cannot guarantee that wood grains and stain colors will be consistent with samples shown, and may vary. In addition all other material color shades may vary slightly due to dye lot variation. Pulte makes every effort to provide you with your selection, however in the unlikely event your selection becomes unavailable from the supplier it may be necessary, at our discretion to substitute with like materials, delete, or require you to re-select.

You are responsible for the accuracy of your selections. Please review this form for any errors!

BUYERS:

_____ _____
Date

REVIEWED BY:

_____ _____
Date

_____ _____
Date

PULTE HOMES
Color Selection Sheet

Corp. Administrator: _____
Gen. Sales Mgr.: _____

DATE: _____ NUMBER: _____

COMMUNITY: _____ LOT / UNIT: _____ BLK / BLDG.: _____

MODEL NAME: _____ MODEL#: _____

CUSTOMER NAME: _____

Exterior Paint: Concept #: _____

Kitchen Cabinets: Style: _____ Color: _____
Bath Cabinets: Style: _____ Color: _____
Laundry Cabinets: Style: _____ Color: _____

Kitchen Counter Top: Mica Color #: _____
Solid Surface Color #: _____
Granite Color #: _____

Master Bath Tile Upgrade Pkg.: _____
Grout Color: _____

FLOORING

TILE: Level #: _____
Style name: _____
Color name: _____
Color #: _____
Grout Color : _____

CARPET: Level #: _____
Style name: _____
Color name: _____
Color #: _____

IMPORTANT NOTICE TO PURCHASER: IT IS IMPORTANT TO REALIZE THAT VARIATIONS IN COLOR TONES CAN OCCUR IN ALL BUILDING PRODUCTS. PULTE CANNOT BE HELD LIABLE FOR THEM; OR FOR ANY SELECTIONS THAT MAY BE DISCONTINUED BETWEEN THE SELECTION PERIOD AND THE SCHEDULED INSTALLATION DATE.

Purchaser: _____ Date: _____

Purchaser: _____ Date: _____

Sales Representative Signature: _____ Date: _____

Revised 2/16/06

Pulte Home Corporation

Change Order and Color Selection Policy

You hereby acknowledge that all options and any modifications must be selected in writing on a Change Order, and all color selections must be selected in writing on a Color Selection Sheet.

The construction and building permitting process typically begins within days of signing a Purchase Agreement. Many of the materials used to build your new home have long lead times and must be ordered well in advance of their actual installation. The column on the Option Sheet referencing "Cut-off Stages" will be the last point possible to add/delete an option.

We reserve the right to accept or reject any change order. All change orders shall be submitted in writing and must be signed by both You and Us to be binding. Each change subsequent to the date of this Agreement may delay the Closing Date. If we agree to any late change order(s), You will be charged a $250.00 processing fee.

Thank you for purchasing a Pulte Home, we are "delighted" to have you as our customer!!

_____ _____

Sales Representative Date Purchaser Date

Pulte Homes: _____

Purchaser Date

Accepted By: _____

Attorney-in-Fact

Date: _____

Revised 7/31/02

Initials & Date:
Corp. Administrator: _____
Gen. Sales Mgr.: _____

PULTE HOME CORPORATION

BROKER ADDENDUM

(To Be Completed & Signed at Time of Purchase)

DATE: _____ BUYERS NAME: _____

DEVELOPMENT / COMMUNITY: _____

HOMESITE / UNIT: _____ BLOCK / BLDG: _____

☐ OUTSIDE REAL ESTATE AGENT

Brokerage: _____

Address: _____

_____

Phone: _____

Tax ID #: _____

Agents Name: _____

_____% of closed purchase price

Bonus (if applicable) $_____ (paid at closing)

☐ CENTRAL SALES AGENT

Brokerage: _____

Address: _____

_____

Phone: _____

Tax ID#: _____

Agents Name: _____

_____% of closed purchase price

Bonus (if applicable) $_____ (paid at closing)

Pulte Homes Real Estate Salesperson Policy

1. The Real Estate Salesperson who has a Customer and desires to show a Pulte Home, must bring the Customer to the Community, and complete a Registration Form.
2. Telephone or fax Pre-Registrations will be accepted and will become valid Registrations upon one of the following occurring within 30 days of the Pre-Registration: 1) The Real Estate Salesperson accompanies the Customer to the sales office upon their initial visit; or 2) the Customer arrives at the Model / Sales / Center unaccompanied but indicates that they are working with the Real Estate Salesperson.
3. Pulte Home Corporation has qualified Sales Team Members, knowledgeable of our product and all Model / Sales / Centers. After Registration, they will proceed to show your Customers the Models. We recommend that you stay with your Customer during the Presentation. It is distinctly understood that the Customer belongs to the Real Estate Sales Person, not Pulte Homes.
4. Registration will protect the Real Estate Salesperson for 90 days. To extend protection, the Real Estate Salesperson must either bring the Customer again to the Sales Office, or phone in the renewal, and the renewal will then be extended for an additional 30 days. No limit will apply on extensions.
5. If a Customer returns alone to the Model / Sales / Center and signs a Purchase Agreement within the 90 day protection period, you are still entitled to the Commission. If the Customer goes to another Pulte Home Community / Model / Sales / Center where he / she is not registered by you, and buys, you will not receive a commission. You must register the Customer in each Community / Model / Sales / Center individually.
6. In the event that a Customer is registered with a Real Estate Salesperson, and another Real Estate Salesperson reintroduces that Customer to Pulte Homes resulting in a Purchase, the LAST Real Estate Salesperson to do so will be considered the "Procuring Cause of the Sale" and entitled to the Commission.
7. If a Customer visited our Model / Sales / Center alone as a direct result of Pulte Homes Advertising or Promotion and a Real Estate Salesperson returns with the Customer to register him / her at the Model / Sales / Center, it will be a Pulte Homes management decision if the Real Estate Salesperson is entitled to a Commission.
8. Protect yourself by registering at all Model / Sales / Centers, and renewing before the date expires.
9. Purchaser's are to utilize the Pulte Homes Purchase Agreement.
10. Commissions earned per the above policy shall be 3% of the Closed Purchase Price.
11. This Policy is intended for Outside General Real Estate Brokerages. Additional requirements and/or restrictions may be applied for Central Sales Offices / Developer or Builder Offices.
12. On a Pre-Approved basis, 50% of the Commission can / may be paid on the Contract Purchase Price once the HomeBuyer has entered into a binding Purchase Agreement to purchase a home, received unconditional loan approval, paid the entire 10% deposit, removed all contingencies, and selected all color selections / options. If these requirements have been met, the Real Estate Salesperson may complete a Cooperating Broker Commission Voucher Request Form. If approved by management, 50% of the Commission on the Contract Purchase Price will be paid. The balance of the Commission will be paid at closing. If a portion of the Commission has been paid to the Broker, prior to the actual closing, and the Buyer does not close, for any reason, the initial portion of the Commission paid to the Broker shall be refunded immediately.
13. Any Sales Commission payable to Buyer's Broker shall be paid and mailed by the Title Company after all closing documents are properly recorded. That process normally takes (3) three working days. If Broker is present at the closing, he/she will receive the commission at that time.
14. If the deposit is forfeited due to default by the Buyer, the entire deposit will be retained by Pulte Home Corp., and you will have no claim for any portion thereof. If the sale is not closed and funded, no matter what the reason, no commission will be due or payable.

_____
Pulte Sales Representative Date

_____
Outside Real Estate Agent Signature Date

_____
Central Sales Agent Date

PULTE HOME CORPORATION

Accepted by: _____
Attorney -In-Fact / Date

☐ Corporate ☐ Lender ☐ Title Company ☐ Realtor(s) ☐ Sales

Revised 8/7/06

Pulte Home Corporation

Initials & Date:
Corp. Administrator: _____
Gen. Sales Mgr.: _____

GENERAL ADDENDUM
TO PURCHASE AGREEMENT

This addendum is made this _____ day of _____, 20___, to the Purchase Agreement dated _____ on Homesite/Unit _____ Block/Bldg _____, Community _____ _____, address _____ between _____ (PURCHASER), and PULTE HOME CORPORATION (SELLER).

The parties hereby agree as follows:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

All other items and conditions of the Purchase Agreement to which this Addendum is attached shall, except as modified hereby, remain in full force and effect. This Addendum shall not be binding upon SELLER unless and until executed, as provided below, by an Attorney-in-Fact of SELLER.

_____ _____

Sales Representative Date
(As witness to PURCHASER)

PURCHASER Date

PULTE HOME CORPORATION

_____

PURCHASER Date

Accepted By: _____

Date: _____

☐ Corporate ☐ Lender ☐ Title Company ☐ Purchaser ☐ Realtor(s) ☐ Sales

Revised 11/16/97

PULTE HOMES

ADDENDUM TO PURCHASE AGREEMENT

This Addendum is to amend and modify the terms of that certain PURCHASE AGREEMENT ("Agreement") by and between Pulte Homes ("Seller"), and _____ ("Buyer(s)") dated the ____ day of _____, ____ for the purchase and sale of Lot ____, Block _____, Subdivision, _____ in _____County, Florida (the "Home") as more particularly described in the Agreement which is hereby incorporated as if rewritten in its entirety.

Adding as a special stipulation to the Agreement the following amends the Agreement:

SMART BUYER BONUS OPTION

Our SMART BUYER BONUS OPTION program ***requires*** the following:

1. You will finalize all color selections and options within _____ calendar days from the date You sign the Agreement on a **HOME TO BE BUILT** only. *All selections will be finally made on the Purchase Agreement Date on homes, which are completed, or under construction.* In all cases You agree not to make any changes, additions or deletions thereafter;
2. You will close the purchase of the Home with the Title Company or Attorney recommended by Us;
3. You will close the purchase of the Home on the Closing Date selected by Us within fourteen (14) calendar days after notice;

Mortgage Option Bonus Amount- If you choose to finance the purchase of your Pulte Home by obtaining a mortgage you may qualify for a bonus to be applied toward your closing costs.
If you are obtaining a mortgage to secure the purchase of your Pulte Home and you meet items 1, 2 and 3 above and:

A. You make loan application within 10 days for single family product, or 15 days for condo/carriage home product, from the date You sign the Agreement and
B. You finance the purchase of the Home with Pulte Mortgage,

then you will receive up to a maximum of $_____(the Mortgage Option Bonus Amount) towards discount points, closing costs, state transfer tax fee, tax service, document preparation fee, settlement fee, courier fee, lock-in fee, processing fee and other items payable by You. You must pay all fees and costs above the Mortgage Option Bonus Amount. If total actual costs to You of the above items are less than the Mortgage Option Bonus Amount *We pay only the actual costs incurred*.

Notwithstanding anything contained herein to the contrary, the choice of a lender is at Your sole decision and You are not obligated to use Pulte Mortgage or to elect the SMART BUYER BONUS OPTION.

Cash Option Bonus Amount- If you choose to pay cash for your Pulte Home you may qualify for a bonus to be applied toward your closing costs.
If you will be paying cash for your Pulte Home and you meet items 1, 2 and 3 above then you will receive up to a maximum of $_____ (the Cash Option Bonus Amount) towards closing costs, state transfer tax fee, tax service, document preparation fee, settlement fee, courier fee and other items payable by You. You must pay all fees and costs above the Cash Option Bonus Amount. If total actual costs to You of the above items are less than the Cash Option Bonus Amount, *We pay only the actual costs incurred*.

You understand that to obtain the benefits of the SMART BUYER BONUS OPTION, you must comply with the applicable items above. Only one of the options (Mortgage or Cash) outlined above may be used per transaction. If the requirements herein are not fully complied with, the smart buyer bonus option provisions are voided and all closing costs and costs of a mortgage or cash transaction will be paid by You.

YOU ELECT THE SMART BUYER BONUS OPTION _____(Initials)

YOU DO *NOT* ELECT THE SMART BUYER BONUS OPTION _____(Initials)

Except as expressly modified herein or in any other addenda made a part of the Agreement, the terms of the Agreement are hereby ratified and affirmed. In the event of a conflict between the terms of the Agreement and this Addendum, then the terms set forth herein shall control.

This Addendum made and entered into, this the _____ day of _____, 20_____.

_____ _____

Buyer Date Sales Representative

PULTE HOMES

_____ By: _____

Buyer Date Seller

CHANGE ORDER

PULTE HOME CORPORATION

Date _____ COC # _____ Status TBB / UNDER CONSTRUCTION / COMPLETE

Community _____ Lot/Unit _____ Block/Bldg _____ Plan # _____

Purchaser Name _____

Purchaser Mailing Address _____

Purchaser Phone Number _____

Initials & Date:
Corp. Administrator: _____
Gen. Sales Mgr.: _____
Dir. Of Constr.: _____

				PRICE
PRICE FROM JIO OR PREVIOUS COC				$
CIRCLE ONE	QTY.	OPTION #	CHANGES OR EXTRAS DESCRIPTION	
Add / Delete			HPA (Smart Buyer Bonus Option)	$
Add / Delete			Purchaser acknowledges that they have read the addendum to	
Add / Delete			the Purchase Agreement regarding the Smart Buyers Bonus	
Add / Delete			Option and has elected to take the Option Bonus Amount as a	
Add / Delete			reduction in Sales Price. Purchaser agrees that if all of the	
Add / Delete			conditions have not been met to qualify for the Smart Buyer	
Add / Delete			Bonus Option as detailed on the addendum referred to above	
Add / Delete			then this change order will be declared null and void and the	
Add / Delete			Option Bonus Amount will be added back to the sales price of	
Add / Delete			the home.	
Add / Delete				
Add / Delete				
Add / Delete				
Add / Delete				
Add / Delete				
Add / Delete				
Add / Delete				
Add / Delete				
Add / Delete				
Add / Delete				
			TOTAL PURCHASE PRICE	$

When this selection list is accepted by the Seller, it shall automatically become a part of the Purchase Agreement.

_____ Date
Sales Representative
as witness to PURCHASER

_____ Date
(PURCHASER)

Accepted by: _____
Attorney-in-Fact

_____ Date
(PURCHASER)

Date: _____

☐ Corporate ☐ Lender ☐ Title Company ☐ Construction ☐ Purchaser ☐ Realtor (s) ☐ Sales Revised 12/18/03

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT
Mortgage

To: _____ **Property:** _____

From: Pulte Home Corporation **Date** _____

This is to give you notice that Pulte Homes has a business relationship with Pulte Mortgage, LLC. Pulte Homes and Pulte Mortgage, LLC are wholly owned subsidiaries of Pulte Home Corporation. Because of this relationship, this referral may provide Pulte Home Corporation a financial or other benefit.

Set forth below is the estimated charge or range of charges by Pulte Mortgage, LLC for the following settlement services:

ESTIMATE OF LOAN AND SETTLEMENT CHARGES FOR PULTE MORTGAGE, LLC:

Description	Range of Charges
• Application Fee	$300. to $400.
• Interest Rate	3.75% to 10.0%
• Loan Discount Fee	0% to 4.0%
• Loan Origination Fee	0% to 1.5%
• Credit Report	$18.00 to $110.00
• Appraisal	$ 0.00 to $325.00
• Underwriting	$ 0.00 to $350.00
• Processing	$ 0.00 to $450.00
• Document Preparation	$ 0.00 to $275.00
• Funding Fee	$ 0.00 to $100.00
• Tax Service Fee	$ 0.00 to $100.00
• Flood Certification	$ 0.00 to $ 25.00

The above estimates represent fees to the typical borrower for the average loan. These are estimates only and may be higher or lower depending on the type of loan you are requesting. We make every effort to limit the charges that are incurred.

You are NOT required to use Pulte Mortgage, LLC as a condition for purchase of the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

A lender is allowed, however, to require the use of any attorney, credit reporting agency, or real estate appraiser chosen to represent the lender's interest.

ACKNOWLEDGEMENT:

I/We have read this disclosure form, and understand that Pulte Home Corporation is referring me/us to purchase the above described settlement services from Pulte Mortgage, LLC and may receive a financial or other benefit as the result of this referral.

_____ _____
Applicant's Signature Date

_____ _____
Applicant's Signature Date

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT
Title

To: _____ **Property:** _____

From: Pulte Home Corporation **Date** _____

This is to give you notice that Pulte Home Corporation has a business relationship with PHC Title Corporation ("PHC"). Pulte Home Corporation is the owner of PHC, a corporation domiciled in the state of Michigan and licensed to do business as a title insurance agency. Because of this relationship, this referral may provide a financial or other benefit to Pulte Home Corporation.

Set forth below is the estimated charge or range of charges for the settlement services listed.
YOU ARE NOT REQUIRED TO USE THE LISTED PROVIDERS AS A CONDITION FOR THE PURCHASE OF THE SUBJECT PROPERTY. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Provider and Settlement Service	Charge or Range of Charges
PHC and Lawyers Title Insurance Corporation	
Owners Title Insurance:	$5.00-$5.75 per $1000/coverage-tiered based on price ("promulgated premium")
Lenders Title Insurance:	$ 200.00 simultaneous issue fee w/owners policy
Settlement Fee:	$ 200.00-$250.00
Title Examination:	$ 75.00
Title Search/Abstract:	$ 25.00-$125.00
FL form 9 & Navigational Servitude Endorsements:	10% of promulgated premium
Other Endorsements:	$ 25.00 each
Shipping/Handling:	$ 50.00-$100.00

ACKNOWLEDGEMENT:

I/We have read this disclosure form, and understand that Pulte Home Corporation is referring me/us to purchase the above described settlement services and Pulte Home Corporation may receive a financial or other benefit as the result of this referral.

_____ _____
Applicant's Signature Date

_____ _____
Applicant's Signature Date

NOTICE OF CONSUMER RIGHTS

SELLER: PULTE HOME CORPORATION
BUYER: _____
Homesite /Unit: _____ Block/Bldg: _____ of _____ Community,
Address _____ City _____ State _____ Zip _____

NOTICE OF CONSUMER RIGHTS UNDER THE CONSTRUCTION INDUSTRIES RECOVERY FUND

You have certain rights under Florida law if you have suffered damages caused by a state-licensed contractor or a construction company with whom you have signed a contract. State law requires that you be provided with this notice of your rights regarding how and where you can file a claim against the Fund for reimbursement of any damages you have suffered.

You may be eligible for reimbursement If you have suffered monetary loss due to certain acts (described below) by the contractor, financially responsible officer or business organization licensed under Chapter 489, Part 1, Florida Statutes. The Fund is available only in cases where the contract was signed and the violation occurred on or after July 1, 1993.

Who is Eligible?

In order to seek compensation from the Construction Industries Recovery Fund, you must have:

1. Entered into a written contract with a licensed contractor for work on residential real property.
2. Commenced legal action against the contractor, organization; and
3. Suffered a financial loss due to the contractor:
   a) Knowingly violating applicable city, county or state building codes or laws.
   b) Committing mismanagement or misconduct in the practice of contracting that causes financial harm to a customer.
   c) Abandoning a construction project for more than 90 days; or
   d) Signing a false statement claiming that the work is bonded, that all payments to subcontractors have been made, or claiming to have provided certain worker's compensation and insurance protection.

Florida laws provide specific definitions for determining whether a contractor's actions may constitute one of these violations. See 489.129(1)(d), (h), (k), (l). Fla. Stat. In addition, you must notify the Construction Industry Licensing Board (CILB) of your claim by certified mail at the time you commence legal action.

Filing a complaint against a contractor is not the same as filing a claim against the Fund. Even if you file a complaint against a contractor with the Department of Business and Professional Regulation (DBPR), you still have to give the CILB notice of your claim and you will also be required to file a Construction Industries Recovery Fund Claim Form with the CILB.

To request a Construction Industries Recovery Fund Claim Form or to receive more information about the Fund, write to:

Construction Industry Licensing Board
7960 Arlington Expressway
Suite 300
Jacksonville, Florida 32211-7467
Phone (904) 359-6310

If you have questions and/or want to file a complaint with DBPR against the contractor, the financially responsible officer and/or the business organization, please write to the Complaints Section, DBPR, 1940 North Monroe Street, Tallahassee, Florida 32399-0762.

Conditions for Recovery

In order to recover from the Fund, you must be an individual - not a company. The Recovery Fund is a last resort. Before you can receive any money from the Fund, you must have obtained a final judgment from a Florida court or a restitution order from the CILB based on the types of violations of law already mentioned. Both the violation of law and the signing of the construction contract must have occurred on or after July 1, 1993. Before the Fund will pay you any money, you must show that you have made every effort to determine if there are any assets from which you can recover all or part of the money you are owed. If so, you must try to recover before you can collect from the Fund. You have to file a claim for recovery with the Fund within 2 years of the time the violation of law happens or within 2 years of the time you find out or should have found out about the violation of law. No claim can be made more than 4 years after the time the violation of law happened.

Payments from the Fund

The Fund does not pay post-judgment interest, punitive damages, or attorney fees. The Fund only pays what you have not yet collected for actual or compensatory damages. The Fund pays the lesser of up to $25,000 per claim, $25,000 per transaction, or $50,000 per contractor.

FOR MORE INFORMATION ABOUT THE FUND, SEE 489.140 TO 489.143, FLA. STAT. AND RULES 61G4-21.001 TO 61G4-21.005, FLA. ADMIN. CODE

THE UNDERSIGNED HEREBY ACKNOWLEDGES RECEIPT OF THE NOTICE OF CONSUMER RIGHTS UNDER THE CONSTRUCTION INDUSTRIES RECOVERY FUND.

_____
Purchaser Date

_____
Purchaser Date

☐ Corporate ☐ Purchaser ☐ Realtor(s) ☐ Sales *Revised 11/16/97

Pulte Home Corporation

Receipt of Homeowner's Association

This addendum is made this _____ day of _____ _____, 20___, to the Purchase Agreement dated _____, on Homesite/Unit: _____ Block/Bldg: _____, Community _____, address _____

_____

between _____

(PURCHASER), and PULTE HOME CORPORATION (SELLER).

COVENANTS-RESTRICTIONS: You hereby acknowledge receipt of the following homeowner association documents: _____
We reserve the right to modify or amend any of these documents without Your consent, provided that such modifications do not materially and adversely alter or modify Your rights or responsibilities under such documents. You understand that You will be a member of the homeowners association described in the documents and You acknowledge that You have read and understood the documents and You agree to be bound by the terms of the documents. Pursuant to these documents, You agree to pay at Closing the prorated months assessments required, as well as a prorated amount of the current month's assessment based on the day of the month on which Closing takes place. You understand that after Closing, you will be assessed for Your share of the common expenses of the homeowners association including taxes, insurance and maintenance. **THE HOME WILL BE SECURITY FOR YOUR PAYMENT OF THESE ASSESSMENTS,** and You understand that the amount and frequency of the assessments is subject to change at the discretion of the homeowners association's board of directors.

I hereby acknowledge receipt of the Homeowner's Association Documents.

_____
Purchaser Date

_____
Purchaser Date

☐ Corporate ☐ Lender ☐ Title Company ☐ Purchaser ☐ Realtor (s) ☐ Sales

*Revised 11/16/00

Pulte Home Corporation

Energy-Efficiency Rating Disclosure

This addendum is made this _____ day of _____, 20___, to the Purchase Agreement dated _____, on Homesite/Unit: _____ Block/Bldg: _____, Community _____, address _____

_____

between _____

Purchaser and Seller (Pulte Home Corporation)

ENERGY-EFFICIENCY RATING DISCLOSURE: Purchaser hereby acknowledges receipt of the General Information Brochure regarding Florida Building Energy-Efficiency Rating System, prepared by the State of Florida Department of Community Affairs("General Information Brochure"), pursuant to F.S.A. 553.996.

No representations or warranties of any kind, expressed or implied, have been given or made by the seller or its agents or employees to Purchaser with regard to House's energy-efficiency or energy-efficiency rating. Actual energy use will vary depending on weather, thermostat settings and other life style choices.

IN WITNESS WHEREOF, Purchaser has executed this Addendum on this _____ day of _____ 200___.

_____		_____	
Purchaser	Date	Witness	Date
_____		_____	
Purchaser	Date	Witness	Date

In Witness Whereof, Seller has executed this Addendum on this_____ Day of _____, 200___.

☐ Corporate ☐ Lender ☐ Title Company ☐ Purchaser ☐ Realtor (s) ☐ Sales

*Revised 5/22/06

PULTE HOME CORPORATON
HOUSE TO SELL CONTINGENCY ADDENDUM

This addendum is made this _____ day of _____, 20 _____,

to the Purchase Agreement dated _____

on Homesite/Unit _____, Block/Bldg. _____, Community _____,

address _____,

between _____,

(PURCHASER), and PULTE HOME CORPORATION (SELLER).

The parties hereby agree as follows:

The Purchase agreement is contingent on the sale of Purchaser's current home located at: _____ _____ and expires 45 days from the date of this Agreement on _____. In the event the Purchaser's home is not sold within the 45 day period, either party may cancel the Purchase Agreement.

The above property is to be listed within (3) three days from the date hereof, with a real estate broker who is a member of the local board of Realtors. The Purchaser will furnish PULTE HOME CORPORATION with a copy of their multiple listing fact sheet and agreement within (7) seven days of the date of this agreement.

Seller shall have the option to terminate this Agreement at any time during the contingency period by contacting Buyer, verbally or in writing and advising of Seller's election to terminate. Buyer shall have the option, within 24 hours after Seller's notification of its election to terminate, to release the Contingency Addendum. If a Release of Contingency Addendum is not executed within the 24 hour time period stated above, the full deposit shall be returned, and the Contingency Addendum and Purchase Agreement shall be terminated and of no further effect.

If PURCHASER fails to comply with the terms of this addendum, SELLER may terminate the Purchase Agreement and the deposit paid by PURCHASER may be retained by SELLER as agreed upon liquidated damages; whereupon PURCHASER and SELLER shall be relieved of all obligations under the Purchase Agreement.

If property is presently listed:

Brokerage: _____

Address: _____

_____

Phone: _____

Agents Name: _____

All other items and conditions of the Purchase Agreement to which this Addendum is attached shall, except as modified hereby, remain in full force and effect. Despite this contingency, Buyer is in no way relieved of his or her obligation to apply for a mortgage loan and to select colors as set forth in the Purchase Agreement. This Addendum shall not be binding upon SELLER unless and until executed, as provided below, by an Attorney-in-Fact of SELLER.

PULTE HOME CORPORATION

Subject to acceptance by authorized agent of Seller Corporation

_____ _____

Sales Representative Date (PURCHASER) Date
as witness to PURCHASER

This addendum is subject to acceptance by

_____ _____

(PURCHASER) Date

PULTE HOME CORPORATION

Accepted by: _____
Attorney-in-Fact

Date: _____

☐ Corporate ☐ Lender ☐ Title Company ☐ Purchaser ☐ Realtor(s) ☐ Sales

*Revised 11/16/97

PULTE HOME CORPORATON
HOUSE TO CLOSE CONTINGENCY ADDENDUM

This addendum is made this _____ day of _____, 20 _____,

to the Purchase Agreement dated _____

on Homesite/Unit _____, Block/Bldg _____, Community _____,

address _____,

between _____,

(PURCHASER), and PULTE HOME CORPORATION (SELLER).

The parties hereby agree as follows:

The Purchase agreement is contingent on the closing of Purchaser's current home located at: _____ _____ and expires _____ days from the date of this Agreement on _____. In the event the Purchaser's home is not closed within the time period stated above, either party may cancel the Purchase Agreement.

The Purchaser shall furnish PULTE HOME CORPORATION with a copy of the Purchase Agreement on the above referenced property within (7) seven days of the date of this Agreement.

Seller shall have the option to terminate this Agreement at any time during the contingency period by contacting Buyer, verbally or in writing and advising of Seller's election to terminate. Buyer shall have the option, within 24 hours after Seller's notification of its election to terminate, to release the Contingency Addendum. If a Release of Contingency Addendum is not executed within the 24 hour time period stated above, the full deposit shall be returned, and the Contingency Addendum and Purchase Agreement shall be terminated and of no further effect.

If PURCHASER fails to comply with the terms of this addendum, SELLER may terminate the Purchase Agreement and the deposit paid by PURCHASER may be retained by SELLER as agreed upon liquidated damages; whereupon PURCHASER and SELLER shall be relieved of all obligations under the Purchase Agreement.

All other items and conditions of the Purchase Agreement to which this Addendum is attached shall, except as modified hereby, remain in full force and effect. Despite this contingency, Buyer is in no way relieved of his or her obligation to apply for a mortgage loan and to select colors as set forth in the Purchase Agreement. This Addendum shall not be binding upon SELLER unless and until executed, as provided below, by an Attorney-in-Fact of SELLER.

PULTE HOME CORPORATION

Subject to acceptance by authorized agent of Seller Corporation

_____
Sales Representative Date
as witness to PURCHASER

_____
(PURCHASER) Date

This addendum is subject to acceptance by

_____
(PURCHASER) Date

PULTE HOME CORPORATION

Accepted by: _____
Attorney-in-Fact

Date: _____

☐ Corporate ☐ Lender ☐ Title Company ☐ Purchaser ☐ Realtor(s) ☐ Sales Revised
11/16/97

PULTE HOMES
LEGAL CONTINGENCY ADDENDUM

This addendum is made this _____ day of _____, 20 _____,

to the Purchase Agreement dated _____

on Homesite/Unit _____, Block/Bldg _____, Community _____,

address _____,

between _____,

(PURCHASER), and PULTE HOMES (SELLER).

The parties hereby agree as follows: Purchaser desires to have the Purchase Agreement and all related addenda signed this date reviewed by his or her legal counsel ("Counsel").

In the event that Counsel does not approve the documents as signed, Purchaser must give PULTE HOMES written notification of Counsel's specific objections within (3) three days of this date; otherwise Purchaser shall be deemed to have waived this contingency and the Purchase Agreement and all related addenda shall be deemed enforceable according to their original terms.

Should Counsel's objections not be satisfactorily resolved by PULTE HOMES within (5) days after receipt, the Purchase Agreement and all related addenda shall be considered null and void and Purchaser's deposit less a ($150.00) one hundred and fifty dollar non-refundable administrative fee shall be refunded to Purchaser.

Seller shall have the option to terminate this Agreement at any time during the contingency period by contacting Buyer, verbally or in writing and advising of Seller's election to terminate. Buyer shall have the option, within 24 hours after Seller's notification of its election to terminate, to release the Contingency Addendum. If a Release of Contingency Addendum is not executed within the 24 hour time period stated above, the deposit shall be returned, and the Contingency Addendum and Purchase Agreement shall be terminated and of no further effect.

If PURCHASER fails to comply with the terms of this addendum, SELLER may terminate the Purchase Agreement and the deposit paid by PURCHASER may be retained by SELLER as agreed upon liquidated damages; whereupon PURCHASER and SELLER shall be relieved of all obligations under the Purchase Agreement.

All other items and conditions of the Purchase Agreement to which this Addendum is attached shall, except as modified hereby, remain in full force and effect. Despite this contingency, Buyer is in no way relieved of his or her obligation to apply for a mortgage loan and to select colors as set forth in the Purchase Agreement. This Addendum shall not be binding upon SELLER unless and until executed, as provided below, by an Attorney-in-Fact of SELLER.

PULTE HOMES

Subject to acceptance by authorized agent of Seller Corporation

_____ Date
Sales Representative
as witness to PURCHASER

_____ Date
(PURCHASER)

This addendum is subject to acceptance by

_____ Date
(PURCHASER)

PULTE HOMES

Accepted by: _____
Attorney-in-Fact

Date: _____

☐ Corporate ☐ Lender ☐ Title Company ☐ Purchaser ☐ Realtor(s) ☐ Sales

11/16/97 Revised

Initials & Date:
Corp. Administrator: _____
Gen. Sales Mgr.: _____

PULTE HOME CORPORATION
RELEASE OF CONTINGENCY ADDENDUM

This is an Addendum dated _____, to the Purchase Agreement ("Purchase Agreement") dated _____, between Pulte Home Corporation ("Seller") and _____ ("Purchaser") for the Home to be located on Homesite/Unit _____Block/Bldg. _____, Community _____.

The contingency contained in the Contingency Addendum is hereby removed. Buyer has satisfied or released the contingency. Buyer acknowledges and agrees that he or she is now required to close on the Home in accordance with the terms and conditions of the Purchase Agreement.

PULTE HOME CORPORATION

Subject to acceptance by authorized agent of Seller Corporation

_____ _____

Sales Representative Date
(as witness to PURCHASER)

(PURCHASER) Date

This addendum is subject to acceptance by

_____

(PURCHASER) Date

PULTE HOME CORPORATION

Accepted by: _____
Attorney-in-Fact

Date: _____

☐ Corporate ☐ Lender ☐ Title Company ☐ Purchaser ☐ Realtor(s) ☐ Sales

*Revised 11/16/97

Pulte Home Corporation

Initials & Date:
Corp. Administrator: _____
Gen. Sales Mgr.: _____

POOL ADDENDUM
TO PURCHASE AGREEMENT

This addendum is made this _____ day of _____, 20___, to the Purchase Agreement dated _____ on Homesite/Unit _____ Block/Bldg _____, Community _____, address _____ between _____ (PURCHASER), and PULTE HOME CORPORATION (SELLER).

The parties hereby agree as follows:

Purchaser acknowledges receipt of the following documents:

1. A copy of "Safety Barrier Guidelines for Home Pools".

2. A copy of Florida Statute, Chapter 515 – "Residential Swimming Pool Safety Act".

All other items and conditions of the Purchase Agreement to which this Addendum is attached shall, except as modified hereby, remain in full force and effect.

_____ _____
Sales Representative Date
(As witness to PURCHASER)

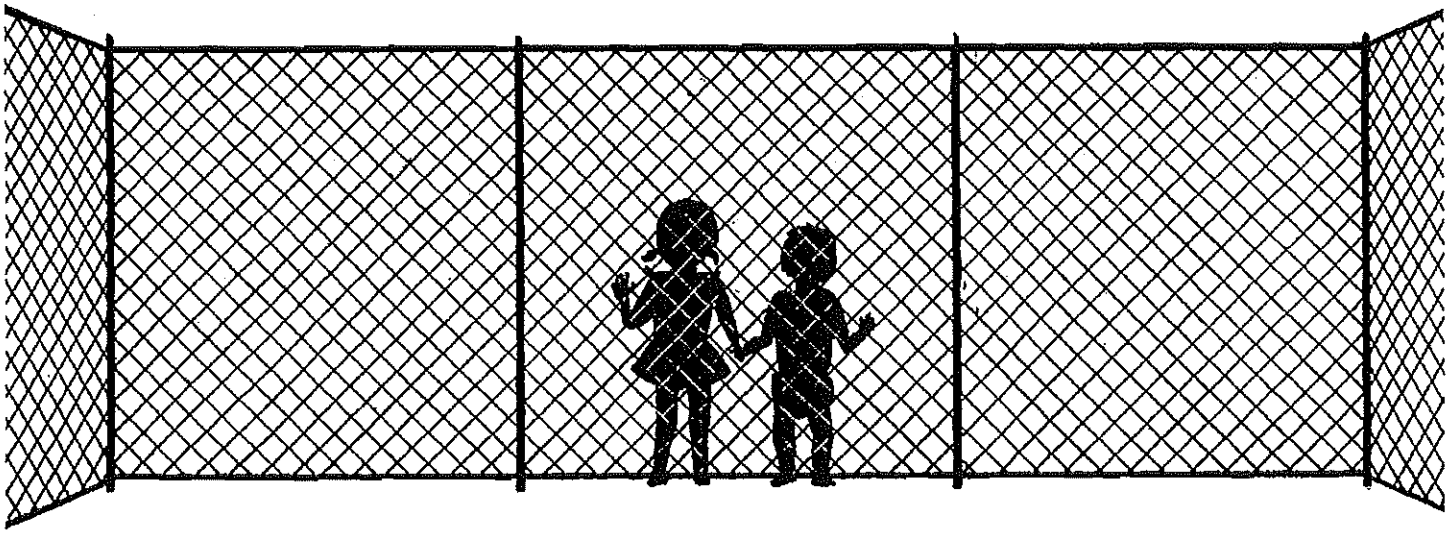
_____ _____
PURCHASER Date

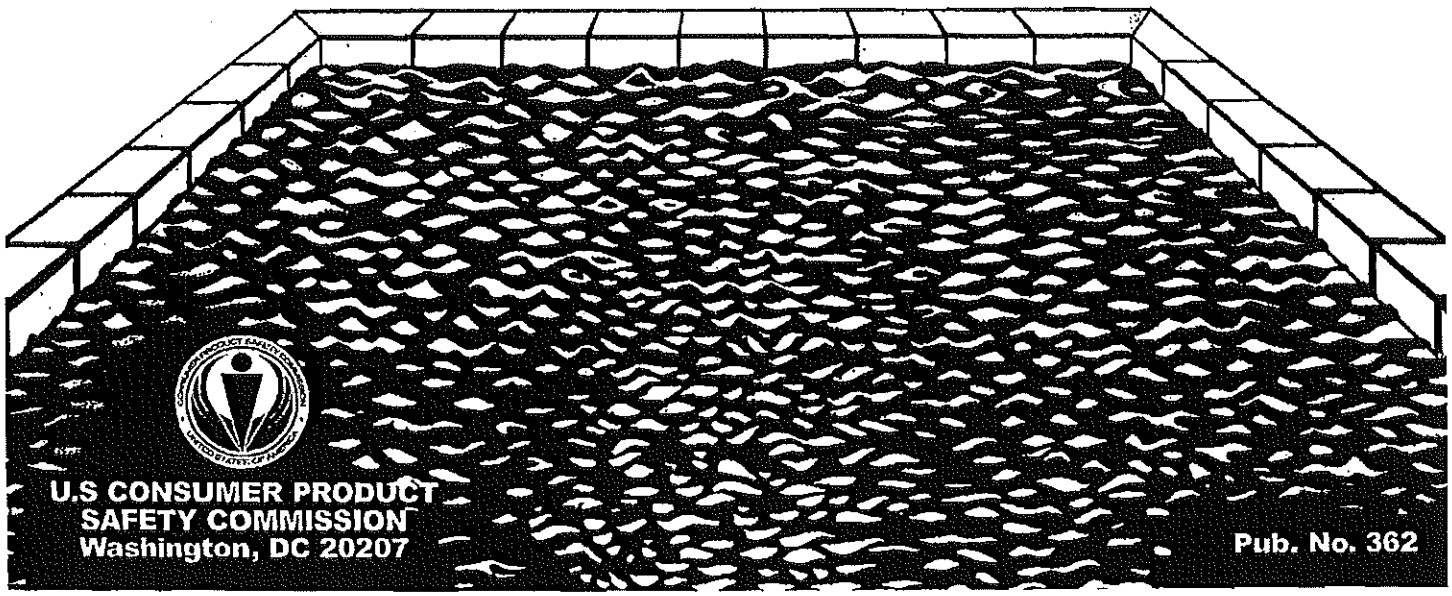
_____ _____
PURCHASER Date

☐ Corporate ☐ Lender ☐ Title Company ☐ Purchaser ☐ Realtor(s) ☐ Sales

Revised 7/31/06

SAFETY BARRIER GUIDELINES FOR HOME POOLS





U.S CONSUMER PRODUCT SAFETY COMMISSION
Washington, DC 20207

Pub. No. 362

Swimming pools should always be happy places. Unfortunately, each year thousands of American families confront swimming pool tragedies—drownings and near-drownings of young children. These tragedies are preventable. This U.S. Consumer Product Safety Commission (CPSC) handbook offers guidelines for pool barriers that can help prevent most submersion incidents involving young children.

This handbook is designed for use by owners, purchasers, and builders of residential pools, spas, and hot tubs.

The swimming pool barrier guidelines are not a CPSC standard and are not mandatory requirements. Therefore, the Commission does not endorse these guidelines as the sole method to minimize pool drownings of young children. The Commission believes, however, that the safety features recommended in this handbook will help make pools safer. Publication of this handbook is expected to promote pool safety awareness among owners, purchasers and builders of swimming pools.

Some localities have incorporated the guidelines in this handbook into their building codes. Check with your local authorities to see whether these guidelines are included in your area's building code or in other regulations.



Why the Swimming Pool Guidelines Were Developed

Each year, hundreds of young children die and thousands come close to death due to submersion in residential swimming pools. CPSC has estimated that each year about 300 children under 5 years old drown in swimming pools. The Commission estimates hospital emergency room treatment is required for more than 2,000 children under 5 years of age who were submerged in residential pools.

CPSC did an extensive study of swimming pool accidents, both fatal drownings and near-fatal submersions, in California, Arizona and Florida, states in which home swimming pools are very popular and in use during much of the year. The findings from that study led Commission staff to develop the guidelines in this handbook.

- In California, Arizona and Florida, drowning was the leading cause of accidental death in and around the home for children under the age of 5 years.

- 75 percent of the children involved in swimming pool submersion or drowning accidents were between 1 and 3 years old.

- Boys between 1 and 3 years old were the most likely victims of fatal drownings and near-fatal submersions in residential swimming pools.

- Most of the victims were being supervised by one or both parents when the swimming pool accident occurred.

- Nearly half of the child victims were last seen in the house before the pool accident occurred. In addition, 23 percent of the accident victims were last seen on the porch or patio, or in the yard.

- This means that fully 69 percent of the children who became victims in swimming pool accidents were not expected to be in or at the pool, but were found drowned or submerged in the water.

- 65 percent of the accidents occurred in a pool owned by the victim's immediate family, and 33 percent of the accidents occurred in pools owned by relatives or friends.

- Fewer than 2 percent of the pool accidents were a result of children trespassing on property where they didn't live or belong.

- 77 percent of the swimming pool accident victims had been missing for five minutes or less when they were found in the pool drowned or submerged.

The speed with which swimming pool drownings and submersions can occur is a special concern: by the time a child's absence is noted, the child may have drowned. Anyone who has cared for a toddler knows how fast young children can move. Toddlers are inquisitive and impulsive and lack a realistic sense of danger. These behaviors, coupled with a child's ability to move quickly and unpredictably make swimming pools particularly hazardous for households with young children.

Swimming pool drownings of young children have another particularly insidious feature: these are silent deaths. It is unlikely that splashing or screaming will occur to alert a parent or caregiver that a child is in trouble.

CPSC staff have reviewed a great deal of data on drownings and child behavior, as well as information on pool and pool barrier construction. The staff concluded that the best way to reduce child drownings in residential pools was for pool owners to construct and maintain barriers that would prevent young children from gaining access to pools. However, there are no substitutes for diligent supervision.

The Swimming Pool Barrier Guidelines

This section explains the CPSC swimming pool barrier guidelines with illustrated descriptions of pool barriers. Definitions of terms used in the guidelines are provided on page 6.

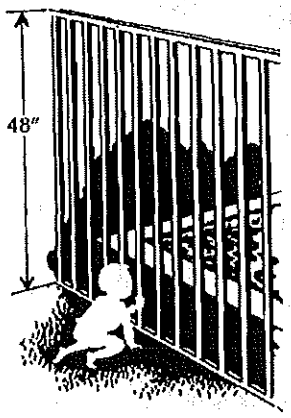
The definition of pool includes spas and hot tubs; the swimming pool barrier guidelines therefore apply to these structures as well as to conventional swimming pools.

A successful pool barrier prevents a child from getting OVER, UNDER, or THROUGH and keeps the child from gaining access to the pool except when supervising adults are present.

How to Prevent a Child from Getting OVER a Pool Barrier

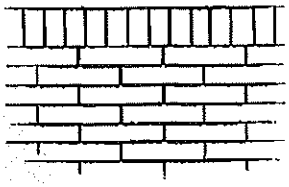
A young child can get over a pool barrier if the barrier is too low or if the barrier has handholds or footholds for a child to use when climbing.

The guidelines recommend that the top of a pool barrier be at least 48 inches above grade, measured on the side of the barrier which faces away from the swimming pool.

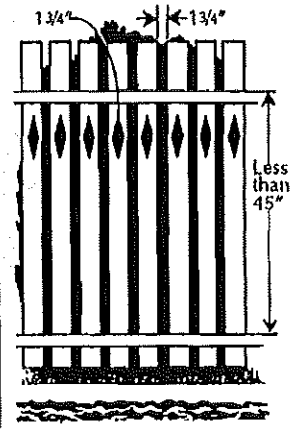


Guidelines recommend eliminating handholds and footholds and minimizing the size of openings in a barrier's construction.

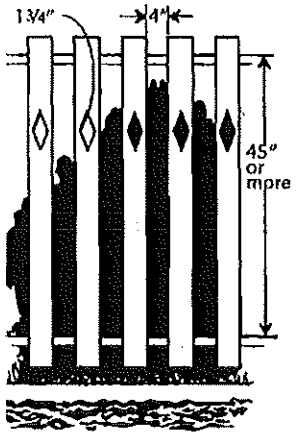
For a Solid Barrier:
No indentations or protrusions should be present, other than normal construction tolerances and masonry joints.



For a Barrier (Fence) Made Up of Horizontal and Vertical Members:
If the distance between the tops of the horizontal members is less than 45 inches, the horizontal members should be on the swimming pool side of the fence. The spacing of the vertical members should not exceed 1-3/4 inches. This size is based on the foot width of a young child and is intended to reduce the potential for a child to gain a foothold. If there are any decorative cutouts in the fence, the space within the cutouts should not exceed 1-3/4 inches.

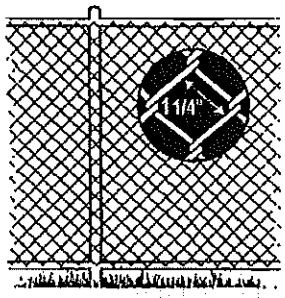


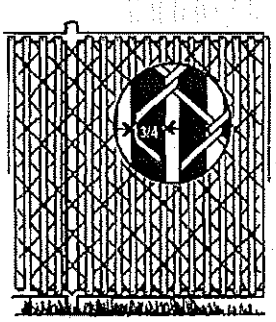
If the distance between the tops of the horizontal members is more than 45 inches, the horizontal members can be on the side of the fence facing away from the pool. The spacing between vertical members should not exceed 4 inches. This size is based on the head breadth and chest depth of a young child and is intended to prevent a child from passing through an opening. Again, if there are any decorative cutouts in the fence, the space within the cutouts should not exceed 1-3/4 inches.



For a Chain Link Fence:

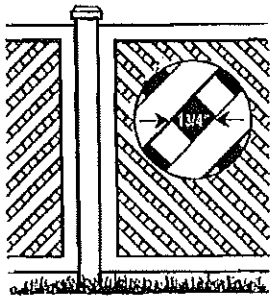
The mesh size should not exceed 1-1/4 inches square unless slats, fastened at the top or bottom of the fence, are used to reduce mesh openings to no more than 1-3/4 inches.



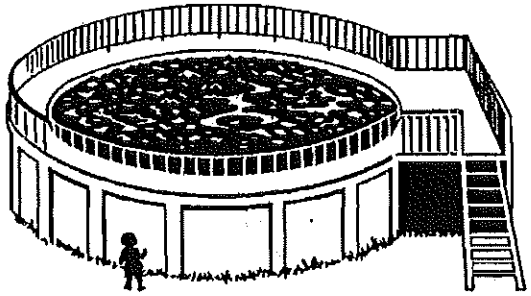


For a Fence Made Up of Diagonal Members (Latticework):

The maximum opening in the lattice should not exceed 1-3/4 inches.

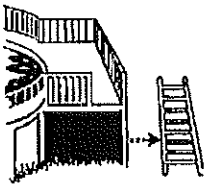


For Aboveground Pools:



Aboveground pools should have barriers. The pool structure itself serves as a barrier or a barrier is mounted on top of the pool structure.

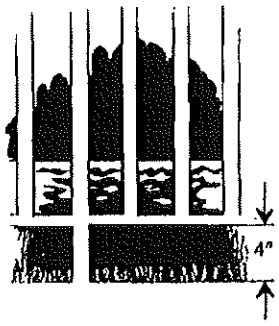
Then, there are two possible ways to prevent young children from climbing up into an aboveground pool. The steps or ladder can be designed to be secured, locked or removed to prevent access, or the steps or ladder can be surrounded by a barrier such as those described above.





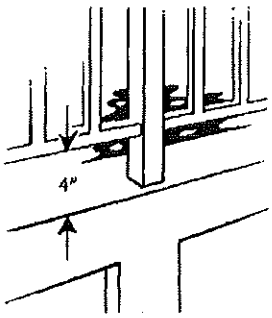
How to Prevent a Child from Getting UNDER a Pool Barrier

For any pool barrier, the maximum clearance at the bottom of the barrier should not exceed 4 inches above grade, when the measurement is done on the side of the barrier facing away from the pool.



Aboveground Pool with Barrier on Top of Pool:

If an aboveground pool has a barrier on the top of the pool, the maximum vertical clearance between the top of the pool and the bottom of the barrier should not exceed 4 inches.



How to Prevent a Child from Getting THROUGH a Pool Barrier

Preventing a child from getting through a pool barrier can be done by restricting the sizes of openings in a barrier and by using self-closing and self-latching gates.

To prevent a young child from getting through a fence or other barrier, all openings should be small enough so that a 4-inch diameter sphere cannot pass through. This size is based on the head breadth and chest depth of a young child.

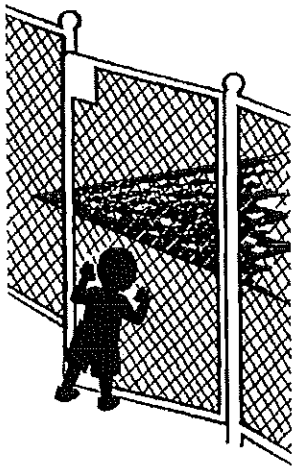


Gates:

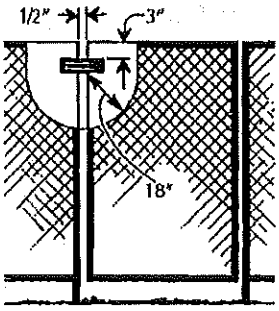
There are two kinds of gates which might be found on a residential property. Both can play a part in the design of a swimming pool barrier.

Pedestrian Gates:

These are the gates people walk through. Swimming pool barriers should be equipped with a gate or gates which restrict access to the pool. A locking device should be included in the gate design. Gates should open out from the pool and should be self-closing and self-latching. If a gate is properly designed, even if the gate is not completely latched, a young child pushing on the gate in order to enter the pool area will at least close the gate and may actually engage the latch.



When the release mechanism of the self-latching device is less than 54 inches from the bottom of the gate, the release mechanism for the gate should be at least 3 inches below the top of the gate on the side facing the pool. Placing the release mechanism at this height prevents a young child from reaching over the top of a gate and releasing the latch.



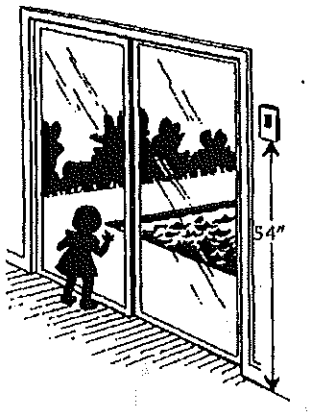
Also, the gate and barrier should have no opening greater than 1/2 inch within 18 inches of the latch release mechanism. This prevents a young child from reaching through the gate and releasing the latch.

All Other Gates (Vehicle Entrances, Etc.):

Other gates should be equipped with self-latching devices. The self-latching devices should be installed as described for pedestrian gates.

When the House Wall Forms Part of the Pool Barrier:

In many homes, doors open directly onto the pool area or onto a patio which leads to the pool.



In such cases, the wall of the house is an important part of the pool barrier, and passage through any doors in the house wall should be controlled by security measures. The importance of controlling a young child's movement from house to pool is demonstrated by the statistics obtained during CPSC's study of pool incidents in California, Arizona and Florida: almost half (46 percent) of the children who became victims of pool accidents were last seen in the house just before they were found in the pool.

All doors which give access to a swimming pool should be equipped with an audible alarm which sounds when the door and/or screen are opened. The alarm should sound for 30 seconds or more within 7 seconds after the door is opened. *Alarms should meet the requirements of UL 2017 General-Purpose Signaling Devices and Systems, Section 77.*

The alarm should be loud: at least 85 dBA (decibels) when measured 10 feet away from the alarm mechanism. The alarm sound should be distinct from other sounds in the house, such as the telephone, doorbell and smoke alarm. The alarm should have an automatic reset feature.

Because adults will want to pass through house doors in the pool barrier without setting off the alarm, the alarm should have a switch that allows adults to temporarily deactivate the alarm for up to 15 seconds. The deactivation switch could be a touchpad (keypad) or a manual switch, and should be located at least 54 inches above the threshold of the door covered by the alarm. This height was selected based on the reaching ability of young children.

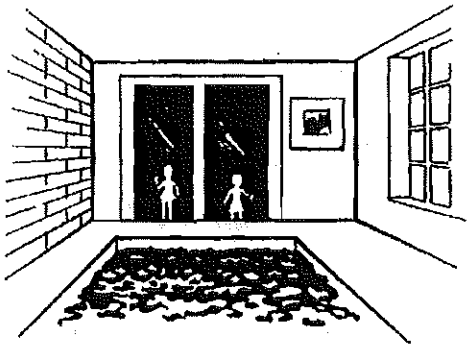
Power safety covers can be installed on pools to serve as security barriers. Power safety covers should conform to the specifications in ASTM F 1346-91. This standard specifies safety performance requirements for pool covers to protect young children from drowning.

If you wish further information on this standard, contact ASTM, Inc., Philadelphia, Pa. (formerly the American Society for Testing & Materials), directly.

Self-closing doors with self-latching devices could also be used to safeguard doors which give ready access to a swimming pool.

Indoor Pools:

When a pool is located completely within a house, the walls that surround the pool should be equipped to serve as pool safety barriers. Measures recommended above where a house wall serves as part of a safety barrier also apply for all the walls surrounding an indoor pool.



Barriers for Residential Swimming Pool, Spas, and Hot Tubs

The preceding explanations of the U.S. Consumer Product Safety Commission's pool barrier guidelines were provided in order to make it easier for pool owners, purchasers, builders, technicians and others to understand and apply the guidelines themselves. Detailed guidelines follow. Reading the following guidelines in conjunction with the diagrams previously provided may be especially helpful. For further information, consult your local building department or code authority.

Application

The guidelines presented in this document are intended to provide a means of protection against potential drownings and near-drownings to children under 5 years of age by restricting access to residential swimming pools, spas, and hot tubs.

Definitions

Aboveground/onground pool. See definition of swimming pool.

Barrier. A fence, a wall, a building wall or a combination thereof which completely surrounds the swimming pool and obstructs access to the swimming pool.

Hot tub. See definition of swimming pool.

Inground pool. See definition of swimming pool.

Residential. That which is situated on the premises of a detached one- or two-family dwelling or a one-family townhouse not more than three stories in height.

Spa, nonportable. See definition of swimming pool.

Spa, portable. A non-permanent structure intended for recreational bathing, in which all controls, water- heating, and water-circulating equipment are an integral part of the product and which is cord-connected (not permanently electrically wired).

Swimming pool. Any structure intended for swimming or recreational bathing that contains water over 24 inches deep. This includes inground, aboveground, and onground swimming pools, hot tubs, and spas.

Swimming pool, indoor. A swimming pool which is totally contained within a structure and surrounded on all four sides by walls of said structure.

Swimming pool, outdoor. Any swimming pool which is not an indoor pool.

Guidelines

Section I. Outdoor Swimming Pool

An outdoor swimming pool, including an inground, aboveground, or onground pool, hot tub, or spa, should be provided with a barrier which complies with the following:

1. The top of the barrier should be at least 48 inches above grade measured on the side of the barrier which faces away from the swimming pool. The maximum vertical clearance between grade and the bottom of the barrier should be 4 inches measured on the side of the barrier which faces away from the swimming pool. Where the top of the pool structure is above grade, such as an aboveground pool, the barrier may be at ground level, such as the pool structure, or mounted on top of the pool structure. Where the barrier is mounted on top of the pool structure, the maximum vertical clearance between the top of the pool structure and the bottom of the barrier should be 4 inches.

2. Openings in the barrier should not allow passage of a 4-inch diameter sphere.

3. Solid barriers, which do not have openings, such as a masonry or stone wall, should not contain indentations or protrusions except for normal construction tolerances and tooled masonry joints.

4. Where the barrier is composed of horizontal and vertical members and the distance between the tops of the horizontal members is less than 45 inches, the horizontal members should be located on the swimming pool side of the fence. Spacing between vertical members should not exceed 1-3/4 inches in width. Where there are decorative cutouts, spacing within the cutouts should not exceed 1-3/4 inches in width.

5. Where the barrier is composed of horizontal and vertical members and the distance between the tops of the horizontal members is 45 inches or more, spacing between vertical members should not exceed 4 inches. Where there are decorative cutouts, spacing within the cutouts should not exceed 1-3/4 inches in width.

6. Maximum mesh size for chain link fences should not exceed 1-3/4 inch square unless the fence is provided with slats fastened at the top or the bottom which reduce the openings to no more than 1-3/4 inches.

7. Where the barrier is composed of diagonal members, such as a lattice fence, the maximum opening formed by the diagonal members should be no more than 1-3/4 inches.

8. Access gates to the pool should comply with Section I, Paragraphs 1 through 7, and should be equipped to accommodate a locking device. Pedestrian access gates should open outward, away from the pool, and should be self-closing and have a self-latching device. Gates other than pedestrian access gates should have a self-latching device. Where the release mechanism of the self-latching device is located less than 54 inches from the bottom of the gate, (a) the release mechanism should be located on the pool side of the gate at least 3 inches below the top of the gate and (b) the gate and barrier should have no opening greater than 1/2 inch within 18 inches of the release mechanism.

9. Where a wall of a dwelling serves as part of the barrier, one of the following should apply:

(a) All doors with direct access to the pool through that wall should be equipped with an alarm which produces an audible warning when the door and its screen, if present, are opened. The alarm should sound continuously for a minimum of 30 seconds **within** 7 seconds after the door is opened. *Alarms should meet the requirements of UL 2017 General-Purpose Signaling Devices and Systems, Section 77.* The alarm should have a minimum sound pressure rating of 85 dBA at 10 feet and the sound of the alarm should be distinctive from other household sounds, such as smoke alarms, telephones, and door bells. The alarm should automatically reset under all conditions. The alarm should be equipped with manual means, such as touchpads or switches, to temporarily deactivate the alarm for a single opening of the door from either direction. Such deactivation should last for no more than 15 seconds. The deactivation touchpads or switches should be located at least 54 inches above the threshold of the door.

(b) The pool should be equipped with a power safety cover which complies with ASTM F1346-91 listed below.

(c) Other means of protection, such as self-closing doors with self-latching devices, are acceptable so long as the degree of protection afforded is not less than the protection afforded by (a) or (b) described above.

10. Where an aboveground pool structure is used as a barrier or where the barrier is mounted on top of the pool structure, and the means of access is a ladder or steps, then (a) the ladder to the pool or steps should be capable of being secured, locked or removed to prevent access, or (b) the ladder or steps should be surrounded by a barrier which meets Section I, Paragraphs 1 through 9. When the ladder or steps are secured, locked, or removed, any opening created should not allow the passage of a 4-inch diameter sphere.

Section II. Indoor Swimming Pool.

All walls surrounding an indoor swimming pool should comply with Section I, Paragraph 9.

Section III. Barrier Locations.

Barriers should be located so as to prohibit permanent structures, equipment or similar objects from being used to climb the barriers.

Exemptions

A portable spa with a safety cover which complies with ASTM F1346-91 listed below should be exempt from the guidelines presented in this document. But, swimming pools, hot tubs, and non-portable spas with safety covers should **not** be exempt from the provisions of this document.

ASTM F1346-91. Standard Performance Specification for Safety Covers and Labeling Requirements for All Covers for Swimming Pools, Spas and Hot Tubs.

For further information, write:
U.S. Consumer Product Safety Commission
Washington, D.C. 20207
Web site: www.cpsc.gov

To report a product hazard or a product-related injury, write to the U.S. Consumer Product Safety Commission, Washington, D.C. 20207, or call the CPSC's toll-free hotline at 1-800-638-2772 or visit its website at http://www.cpsc.gov.

A teletypewriter for the hearing and speaking impaired is available on: 1-800-638-8270.

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Write the U.S. Consumer Product Safety Commission, Office of Information and Public Affairs, Washington, D.C. 20207.

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Select Year: 2005 Go

The 2005 Florida Statutes

CHAPTER 515

RESIDENTIAL SWIMMING POOL SAFETY ACT

515.21 Short title.

515.23 Legislative findings and intent.

515.25 Definitions.

515.27 Residential swimming pool safety feature options; penalties.

515.29 Residential swimming pool barrier requirements.

515.31 Drowning prevention education program; public information publication.

515.33 Information required to be furnished to buyers.

515.35 Rulemaking authority.

515.37 Exemptions.

515.21 Short title.--This chapter may be cited as the "Preston de Ibern/McKenzie Merriam Residential Swimming Pool Safety Act."

History.--s. 1, ch. 2000-143.

515.23 Legislative findings and intent.--The Legislature finds that drowning is the leading cause of death of young children in this state and is also a significant cause of death for medically frail elderly persons in this state, that constant adult supervision is the key to accomplishing the objective of reducing the number of submersion incidents, and that when lapses in supervision occur a pool safety feature designed to deny, delay, or detect unsupervised entry to the swimming pool, spa, or hot tub will reduce drowning and near-drowning incidents. In addition to the incalculable human cost of these submersion incidents, the health care costs, loss of lifetime productivity, and legal and administrative expenses associated with drownings of young children and medically frail elderly persons in this state each year and the lifetime costs for the care and treatment of young children who have suffered brain disability due to near-drowning incidents each year are enormous. Therefore, it is the intent of the Legislature that all new

residential swimming pools, spas, and hot tubs be equipped with at least one pool safety feature as specified in this chapter. It is also the intent of the Legislature that the Department of Health be responsible for producing its own or adopting a nationally recognized publication that provides the public with information on drowning prevention and the responsibilities of pool ownership and also for developing its own or adopting a nationally recognized drowning prevention education program for the public and for persons violating the pool safety requirements of this chapter.

History.--s. 1, ch. 2000-143.

515.25 Definitions.--As used in this chapter, the term:

(1) "Approved safety pool cover" means a manually or power-operated safety pool cover that meets all of the performance standards of the American Society for Testing and Materials (ASTM) in compliance with standard F1346-91.

(2) "Barrier" means a fence, dwelling wall, or nondwelling wall, or any combination thereof, which completely surrounds the swimming pool and obstructs access to the swimming pool, especially access from the residence or from the yard outside the barrier.

(3) "Department" means the Department of Health.

(4) "Exit alarm" means a device that makes audible, continuous alarm sounds when any door or window which permits access from the residence to any pool area that is without an intervening enclosure is opened or left ajar.

(5) "Indoor swimming pool" means a swimming pool that is totally contained within a building and surrounded on all four sides by walls of or within the building.

(6) "Medically frail elderly person" means any person who is at least 65 years of age and has a medical problem that affects balance, vision, or judgment, including, but not limited to, a heart condition, diabetes, or Alzheimer's disease or any related disorder.

(7) "Outdoor swimming pool" means any swimming pool that is not an indoor swimming pool.

(8) "Portable spa" means a nonpermanent structure intended for recreational bathing, in which all controls and water-heating and water-circulating equipment are an integral part of the product and which is cord-connected and not permanently electrically wired.

(9) "Public swimming pool" means a swimming pool, as defined in s. 514.011(2), which is operated, with or without charge, for the use of the general public; however, the term does not include a swimming pool located on the grounds of a private residence.

(10) "Residential" means situated on the premises of a detached one-family or two-family dwelling or a one-family townhouse not more than three stories high.

(11) "Swimming pool" means any structure, located in a residential area, that is intended for swimming or recreational bathing and contains water over 24 inches deep, including, but not limited to, in-ground, aboveground, and on-ground swimming pools; hot tubs; and nonportable spas.

(12) "Young child" means any person under the age of 6 years.

History.--s. 1, ch. 2000-143.

515.27 Residential swimming pool safety feature options; penalties.--

(1) In order to pass final inspection and receive a certificate of completion, a residential swimming pool must meet at least one of the following requirements relating to pool safety features:

(a) The pool must be isolated from access to a home by an enclosure that meets the pool barrier requirements of s. 515.29;

(b) The pool must be equipped with an approved safety pool cover;

(c) All doors and windows providing direct access from the home to the pool must be equipped with an exit alarm that has a minimum sound pressure rating of 85 dB A at 10 feet; or

(d) All doors providing direct access from the home to the pool must be equipped with a self-closing, self-latching device with a release mechanism placed no lower than 54 inches above the floor.

(2) A person who fails to equip a new residential swimming pool with at least one pool safety feature as required in subsection (1) commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083, except that no penalty shall be imposed if the person, within 45 days after arrest or issuance of a summons or a notice to appear, has equipped the pool with at least one safety feature as required in subsection (1) and has attended a drowning prevention education program established by s. 515.31. However, the requirement of attending a drowning prevention education program is waived if such program is not offered within 45 days after issuance of the citation.

History.--s. 1, ch. 2000-143.

515.29 Residential swimming pool barrier requirements.--

(1) A residential swimming pool barrier must have all of the following characteristics:

(a) The barrier must be at least 4 feet high on the outside.

(b) The barrier may not have any gaps, openings, indentations, protrusions, or structural components that could allow a young child to crawl under, squeeze through, or climb over the barrier.

(c) The barrier must be placed around the perimeter of the pool and must be separate from any fence, wall, or other enclosure surrounding the yard unless the fence, wall, or other enclosure or portion thereof

is situated on the perimeter of the pool, is being used as part of the barrier, and meets the barrier requirements of this section.

(d) The barrier must be placed sufficiently away from the water's edge to prevent a young child or medically frail elderly person who may have managed to penetrate the barrier from immediately falling into the water.

(2) The structure of an aboveground swimming pool may be used as its barrier or the barrier for such a pool may be mounted on top of its structure; however, such structure or separately mounted barrier must meet all barrier requirements of this section. In addition, any ladder or steps that are the means of access to an aboveground pool must be capable of being secured, locked, or removed to prevent access or must be surrounded by a barrier that meets the requirements of this section.

(3) Gates that provide access to swimming pools must open outward away from the pool and be self-closing and equipped with a self-latching locking device, the release mechanism of which must be located on the pool side of the gate and so placed that it cannot be reached by a young child over the top or through any opening or gap.

(4) A wall of a dwelling may serve as part of the barrier if it does not contain any door or window that opens to provide access to the swimming pool.

(5) A barrier may not be located in a way that allows any permanent structure, equipment, or similar object to be used for climbing the barrier.

History.--s. 1, ch. 2000-143.

515.31 Drowning prevention education program; public information publication.--

(1) The department shall develop a drowning prevention education program, which shall be made available to the public at the state and local levels and which shall be required as set forth in s. 515.27(2) for persons in violation of the pool safety requirements of this chapter. The department may charge a fee, not to exceed $100, for attendance at such a program. The drowning prevention education program shall be funded using fee proceeds, state funds appropriated for such purpose, and grants. The department, in lieu of developing its own program, may adopt a nationally recognized drowning prevention education program to be approved for use in local safety education programs, as provided in rule of the department.

(2) The department shall also produce, for distribution to the public at no charge, a publication that provides information on drowning prevention and the responsibilities of pool ownership. The department, in lieu of developing its own publication, may adopt a nationally recognized drowning prevention and responsibilities of pool ownership publication, as provided in rule of the department.

History.--s. 1, ch. 2000-143.

515.33 Information required to be furnished to buyers.--A licensed pool contractor, on entering into an

agreement with a buyer to build a residential swimming pool, or a licensed home builder or developer, on entering into an agreement with a buyer to build a house that includes a residential swimming pool, must give the buyer a document containing the requirements of this chapter and a copy of the publication produced by the department under s. 515.31 that provides information on drowning prevention and the responsibilities of pool ownership.

History.--s. 1, ch. 2000-143.

515.35 Rulemaking authority.--The department shall adopt rules pursuant to the Administrative Procedure Act establishing the fees required to attend drowning prevention education programs and setting forth the information required under this chapter to be provided by licensed pool contractors and licensed home builders or developers.

History.--s. 1, ch. 2000-143.

515.37 Exemptions.--This chapter does not apply to:

(1) Any system of sumps, irrigation canals, or irrigation flood control or drainage works constructed or operated for the purpose of storing, delivering, distributing, or conveying water.

(2) Stock ponds, storage tanks, livestock operations, livestock watering troughs, or other structures used in normal agricultural practices.

(3) Public swimming pools.

(4) Any political subdivision that has adopted or adopts a residential pool safety ordinance, provided the ordinance is equal to or more stringent than the provisions of this chapter.

(5) Any portable spa with a safety cover that complies with ASTM F1346-91 (Standard Performance Specification for Safety Covers and Labeling Requirements for All Covers for Swimming Pools, Spas and Hot Tubs).

(6) Small, temporary pools without motors, which are commonly referred to or known as "kiddy pools."

History.--s. 1, ch. 2000-143.

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DATE _____

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RESERVATION or CONTRACT

TOTAL DEPOSIT $ ON RECORD _____

PURCHASER'S NAME _____

CURRENT:
COMMUNITY _____

LOT/UNIT _____ BLOCK / BLDG. _____

TRANSFER TO:

COMMUNITY _____

LOT/UNIT _____ BLOCK/BLDG. _____

_____ _____
Sales Representative Date (PURCHASER) Date
(as witness to PURCHASER)

This addendum is subject to acceptance by _____
(PURCHASER) Date

PULTE HOME CORPORATION

Accepted by: _____
Attorney-in-Fact

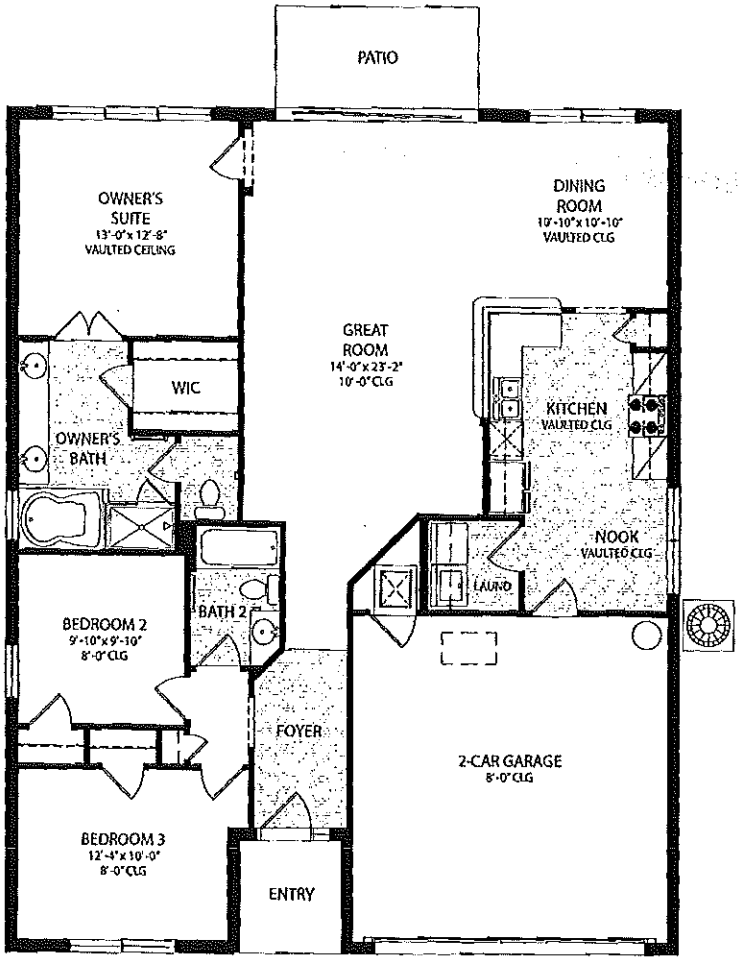
Date: _____

4/27/01

Discovery Series

Dover

3 Bedrooms, 2 Bathrooms, 2-Car Garage
Living Area: 1,570

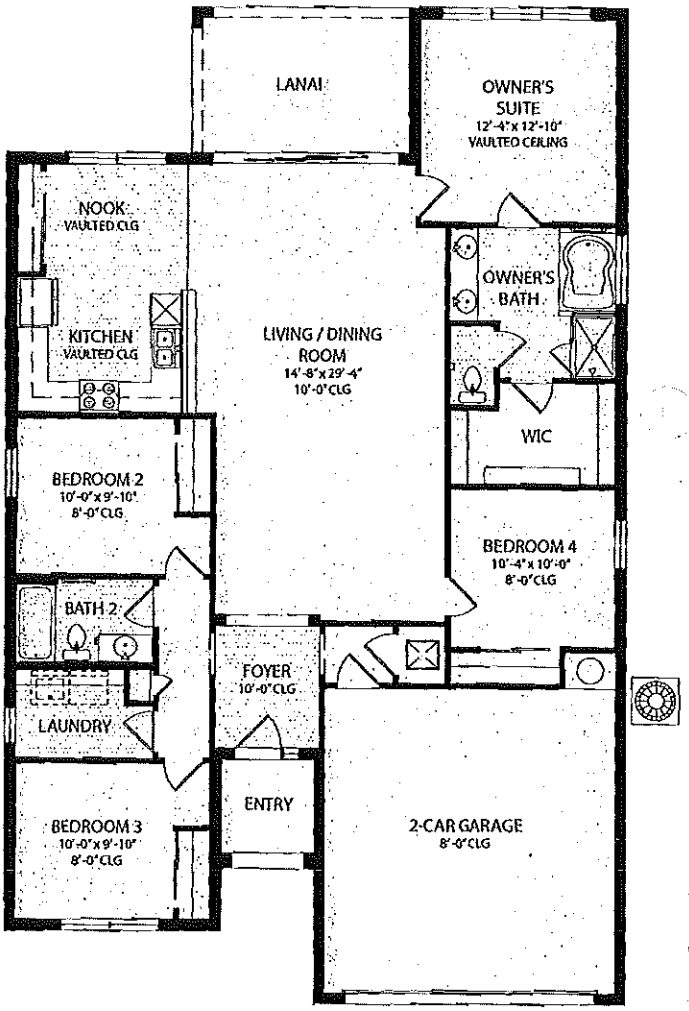


Elevation A



Doral

4 Bedrooms, 2 Bathrooms, 2-Car Garage
Living Area: 1,747



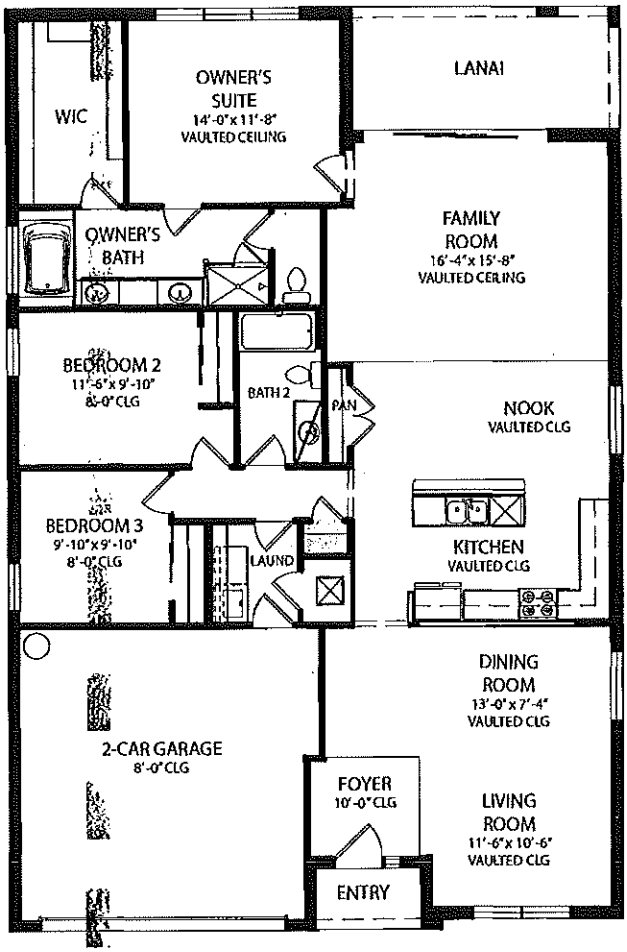
Elevation A



Emerson Park

Denison

3 Bedrooms, 2 Bathrooms, 2-Car Garage
Living Area: 1,834

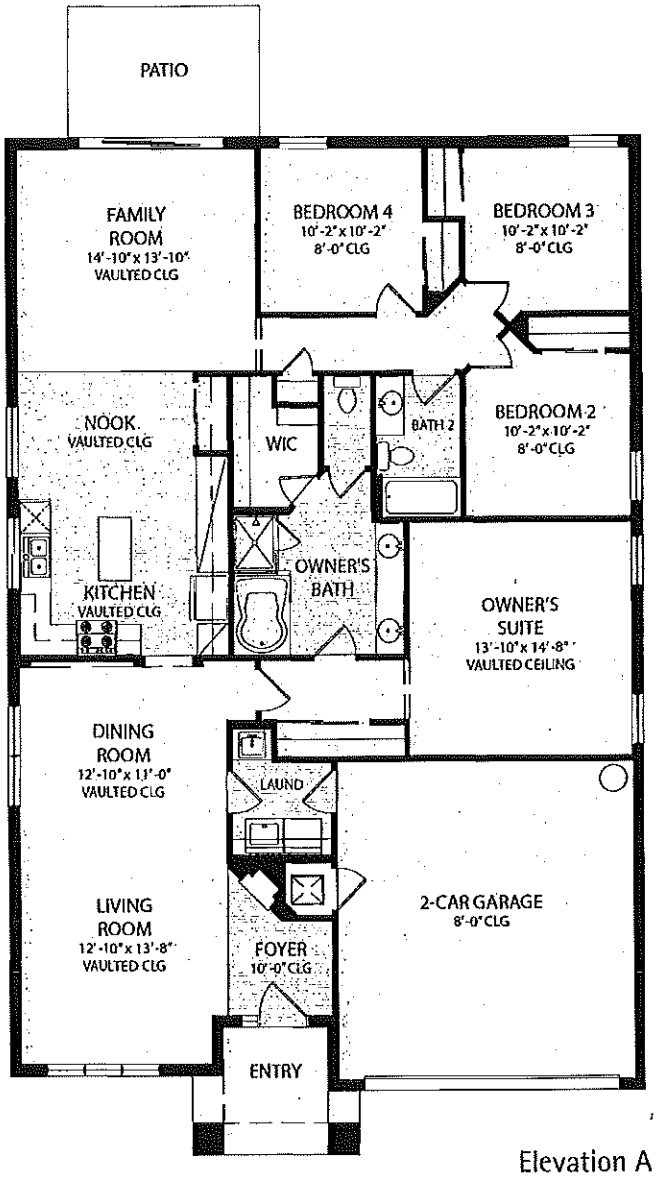


Elevation A



Durham

4 Bedrooms, 2 Bathrooms, 2-Car Garage
Living Area: 1,958



Elevation A



Included Features for Pulte Homes at Ave Maria:

CUSTOM INTERIOR FEATURES:

- Ceramic tile in foyer, kitchen, breakfast nook, baths and laundry
- Smooth finish walls in kitchen and baths
- Decorative baseboard trim
- Upgraded raised-panel interior doors
- Solid surface window sills
- Walk-in owner's closet
- Rounded wall corners, per plan

EXTERIOR FEATURES:

- Concrete tile roof
- Designer exterior finish
- Ventilated aluminum soffits
- High-grade latex paint
- Decorative brick paver driveway
- Large private screened lanai, per plan

KITCHEN FEATURES:

- Corian® countertops
- GE® refrigerator with ice maker
- GE® built-in microwave
- GE® potscrubber dishwasher
- GE® clean design electric range with self-cleaning oven
- Recessed lighting
- GE® full-size washer and dryer (laundry room)

BATHROOM FEATURES:

- Oversized owner's shower and enclosure
- Cultured marble vanity tops
- Ceramic tile shower walls
- Exhaust fans
- Beveled mirror medicine cabinet
- Decorative plumbing fixtures

ARCHITECTURAL FEATURES:

- Steel-reinforced concrete block construction
- Engineered roof trusses with hurricane straps

ENERGY SAVINGS AND ELECTICAL FEATURES:

- Ceiling fan pre-wires, per plan
- Decora rocker switches
- Cable TV and telephone outlets, per plan
- Smoke detectors
- R-30 ceiling insulation
- Garage door opener with two remotes
- Insulated fiberglass entry doors
- Exterior coach light
- Structured media center for low voltage wiring

SPECIAL FEATURES:

- One-stop-shop financing through Pulte Mortgage offering a complete array of conventional financing programs at competitive rates
- 10-year Pulte Protection Plan™ - An insured warranty and customer care department that makes "peace of mind" a reality and home ownership a pleasure
- The Pulte Homes family of brands operates in more than 53 markets in the U.S.

Pulte™ Homes

All photos and descriptions herein represent an artist's conception and are not intended to be an exact representation or show specific detailing. Due to normal construction tolerances, square footage may vary. Community Association fees and additional fees for amenities required. Please see a sales associate for more details. All information subject to change without notice. These dwelling units provide accessibility features for persons with disabilities as required by the Federal Fair Housing Act.

MANAGEMENT AGREEMENT

This Agreement is made and entered into this 21st day of December, 2006, to be effective this 2nd day of January, 2007 by and between Emerson Park at Ave Maria, a non-profit corporation (hereinafter the "Association"), organized and established in accordance with the "Declaration of Covenants, Conditions and Restrictions for Emerson Park at Ave Maria," as recorded in the Public Records of the County of Collier in the State of Florida (hereinafter the "Declaration"), and INTEGRATED PROPERTY MANAGEMENT, INC., a Florida corporation (hereinafter the "Management Company").

WITNESSETH:

WHEREAS, the Declaration provides that the control and administration of Emerson Park at Ave Maria, shall be vested in the Association and its Board of Directors; and

WHEREAS, the By Laws of the Association provide that the Association shall have the responsibility of managing the property of the Association and shall discharge this responsibility and its other duties through its duly elected Board of Directors; and

WHEREAS, the Board of Directors of the Association deems it in the best interests of the Association to engage the Management Company to manage the property of the Association; and

WHEREAS, the Management Company is desirous of performing services for the management of the property of the Association.

NOW, THEREFORE, in consideration of the terms, conditions and covenants hereinafter set forth, the parties hereto mutually agree to as follows:

1. Engagement.

   The Association hereby engages the Management Company, and the Management Company hereby accepts engagement on the terms and conditions hereinafter provided, as exclusive manager of the property located in Collier County, Florida.

2. Terms of Agreement.

   Unless canceled pursuant to Paragraph 3, this Agreement shall be in effect from the date of its execution through December 31, 2007 and thereafter for a renewal period on a month to month basis, unless written notice is given of a party's intention not to renew thirty (30) days prior to the expiration of this Agreement or any renewal period thereafter.

3. Termination of Agreement.

   This Agreement may be terminated without penalty by either party upon thirty-(30) days written notice. Upon termination and within thirty (30) days from the termination of this Agreement, unless extension of time is agreed upon by both parties in writing, the parties hereto shall account to each other with respect to all matters outstanding as of the date of termination.

Initial

4. Scope of Agreement.

The Management Company hereby agrees to perform the services listed herein in Paragraph 5 and Exhibit A. All legal matters shall be directed to legal counsel chosen by the Board of Directors. The Management Company shall not engage in any activity which constitutes the practice of law, including drafting rules or document amendments, giving legal opinions, preparing and recording claims of liens or notices of commencement, etc. The Association hereby gives the Management Company the authority and powers required to perform these management services pursuant to this Agreement, and in accordance with the Declaration and By Laws, and all amendments or changes thereto, all of which are incorporated herein by reference.

5. Management Company Responsibilities.

a. The Management Company shall perform the administrative services as set forth in Exhibit A attached hereto and shall maintain the Association's records and files and books of account in good order. The Management Company shall be the custodian of the official records and files of the Association and shall provide access to said records at the office of the Management Company at any time during normal business hours to any member of the Board or to any member of the Association, upon appointment. Board members should have unlimited access to the records of the Association. In the unlikely event that it takes more than three (3) hours per month to fulfill this obligation of providing access to records due to multiple requests made by unit owners and/or Board members, the Association agrees that there will be an additional charge for the time expended.

b. Those employees of the Management Company who have access to or are responsible for the handling of the Association's monies shall be bonded by a fidelity bond at the expense of the Management Company. The Management Company shall provide upon request to the Association a Certificate of Insurance indicating said coverage designating the Association as an additional insured.

c. The Management Company with Board approval shall negotiate contracts for continuing maintenance and other necessary services, as well as supervise the placement of orders for equipment, tools, appliances, materials and supplies as are necessary to properly maintain the common areas and facilities. Competitive bids will be obtained in accordance with the requirements under the applicable Florida statutes. All equipment, tools, supplies, materials, etc., bought with Association funds will be the property of the Association.

d. The Management Company, at the direction of the Board of Directors, shall be responsible for the hiring, supervising and termination of employees, contractors, service personnel and companies of all types, excluding attorneys, engineers and accountants. The fees to pay for all Association expenses shall be paid from funds collected by the Management Company as common maintenance fees and/or assessments. Expenditures that materially exceed approved budgeted amounts shall be approved in advance by the duly-authorized representative(s) of the Association.

e. Any other provisions in this agreement notwithstanding, the Management Company shall have no responsibility for maintenance or repairs to individual dwelling units, however, in the event of an emergency which endangers life and/or property, the Management Company is hereby authorized to remedy such emergencies at the Association's expense.

f. The Management Company agrees that one of its employees shall be designated as Property Manager for the Association. The cost of additional maintenance employees and/or subcontractors required from time to time to maintain the property is not included in said fee. Additional staff of the Management Company shall be utilized for the providing of administrative and accounting functions described in this contract. Thus, the minimum number of personnel employed by the Management Company to provide services to the Association will be three-(3).

g. The Management Company shall assist the Board in calling and conducting Board of Directors Meetings and Annual Meetings of the Members of the Association. The Property Manager shall, upon not less than 3 days (72 hours) notice, attend up to one meeting per month of the Board of Directors to be held during normal business hours, the Annual Members Meeting, and an Annual Budget Meeting, including taking minutes and transcription of all Board of Directors meetings and distribution to all Board Members.

6. Management Fee.

At the inception of this contract, the Association shall pay to the Management Company a fee of Seven Hundred Seventy Five and 00/100 Dollars ($775.00) per month up to 56 units on or before the 15th day of each month during the term of this Agreement. After closing the 56th unit, the monthly management fee will be $14 per door. Postage, copies, faxes and mailings are not included in said fee, and will be the expense of the Association, as well as the cost of supplies and materials. Any administrative charges associated with delinquencies shall be an extra cost. Management Company fee increases, if any, will be negotiated annually and will be as stated in the approved Association budget for the year.

7. Association Responsibilities.

The Association agrees to the following conditions and responsibilities, which shall become effective on the date of execution of this Agreement:

a. The Association, in performing and acting under this Agreement, shall act through its Board and its officer or director designee. Said Association shall, by written resolution, designate an officer or director as primary liaison between the Board and the Management Company. The Management Company, its officers and employees shall rely and act on directions and authorizations of such officer or director designee and shall not be obligated to inquire into the authority of such individual. The Management Company and its officers and employees shall not, however, rely on or act on any direction or authority which is contrary to the terms and conditions of this Agreement. If the Association terminates or changes this liaison designation, it shall notify the Management Company of such in writing. The initial designee is LAURA A. RAY.

b. For service requests or other concerns directed to the Management Company by persons other than the primary liaison mentioned above, the Association agrees that said requests/concerns will be submitted in writing unless request is of an emergency nature. (An emergency is defined as an occurrence that threatens damage to property or harm to persons.)

c. The Association agrees to fully cooperate with the Management Company and to provide information and documentation necessary to perform all administration and bookkeeping as required under this Agreement. In the event that the Association books or records are not organized or current at the time of turnover to the Management Company, the Association understands that there may be a charge for time spent in organizing and bringing records and accounts up to date.

Initial _____

d. The Association or director designee agrees to interface directly with the Association attorney, engineer, and developer on legal, engineering, or construction deficiency matters involving the Association.

e. The Management Company and its officers, directors, agents, and employees shall be liable to the Association for any injury or damage to it or them resulting from their own gross negligence, intentional wrongdoing, or criminal act.

The Association shall insure itself against liability to all other persons arising from the simple negligence of the Management Company, or any of its officers, directors, agents, or employees. Because the Management Company will be acting at all times for and on behalf of the Association, the public liability insurance carried by the Association shall be extended at the reasonable additional expense of the Association to also cover the simple negligence of the Management Company, and its officers, directors, agents, or employees, while it and they are acting on behalf of the Association within the scope of their duties or employment. To the extent such insurance is not available, the Association shall indemnify and save harmless the Management Company, and its officers, directors, agents or employees from any damages, court costs, litigation expenses and attorneys fees, arising from injury to persons or property, caused by simple negligence.

Under no circumstances will the Association be obligated to indemnify or hold harmless any person against damages or expenses, where that person is adjudicated by a court or quasi-judicial tribunal to have caused the injury or damages by an act of gross negligence, reckless disregard for human life, or intentional wrongdoing, civil or criminal. The Association shall never have any obligation to indemnify or hold harmless any person for any liabilities or expenses in any proceedings before the state administrative agency (if any) that licenses community association managers.

f. The Association agrees that it will not hire, contract, engage, or otherwise employ, either directly or indirectly, any Management Company employee beginning with the effective date of this Agreement and continuing for a period of three years following the termination of this Agreement for any reason whatsoever, by either party.

8. Additional Services.

The Management Company shall have no obligation to perform or render any services beyond, or in addition to, those required by it hereunder. Any additional services shall be performed or rendered by the Management Company only pursuant to a separate agreement and for additional compensation. Under this clause, contracts involving continuing services shall be executed by and on behalf of the Association by the duly-authorized representative(s) of the Association.

9. Notices.

Any notice required or permitted hereunder may be served by registered mail or in person as follows:

To the Management Company: Integrated Property Management, Inc.
3435 10th Street N., Suite 201
Naples, Florida 34103

Initial _____

To the Association:

c/o PULTE HOMES
9240 ESTERO PARK COMMONS BLVD.
ESTERO, FL 33928

10. Assignment.

The Management Company shall not assign its interest under this agreement without prior written approval by the Board.

11. Entire Agreement.

This Agreement shall constitute the entire Agreement between the parties hereto, and no variance or modification hereof shall be valid and enforceable, except by supplemental agreement in writing, executed and approved in the same manner as this agreement. This Agreement shall inure to the benefit of and constitute a binding obligation upon the parties hereto, their respective successors and assigns.

12. Severability.

If any provision or portion of this Agreement is found or ruled to be invalid, the remaining portions shall be otherwise not affected.

12. Governing Law.

The laws of the state of Florida will be controlling with respect to this Agreement and its provisions, and venue is said to lie in Collier County, Florida.

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

Emerson Park at Ave Maria

BY Laura A. Ray Accepted: 12/21/06 (Date)

WITNESS: Carole M Mathis

Integrated Property Management, Inc.

Jo Murphy Submitted: 11/14/06 (Date)

Jo Murphy, CAM, General Manager

WITNESS: Margaret Ito

Initial

EXHIBIT A

LIST OF ADMINISTRATIVE SERVICES

(to be performed as needed, unless otherwise specified)

1) Arrange for collection of quarterly maintenance assessments for weekly deposit with an approved bank.

2) Credit collected funds to proper accounts weekly.

3) Pay all bills on behalf of the Association from the Association checking account twice per month.

4) Prepare monthly financial reports for distribution to the Board of Directors.

5) Compile a proposed annual budget for review by the Board of Directors.

6) Conduct weekly inspections of the property and report.

7) Obtain competitive bids for all purchases where competitive bids are required by law.

8) Secure technicians for repairs and service.

9) Administer the enforcement of Association rules and regulations by giving notification to violators of the infractions being made, as directed in writing by Board of Directors.

10) Prepare and file the corporate annual report to the Secretary of State.

11) Prepare and mail correspondence to the owners at large.

12) Make available all necessary accounting records and pertinent information to Association's Accountant for the preparation of all required tax returns and annual financial statements.

13) Process all sales and rentals of units in accordance with the Association Documents, at a fee of half of the transfer amount, minimum Fifty Dollars ($50.00) per transfer.

Initial _____

IPM INTEGRATED PROPERTY MANAGEMENT

OFFICE CHARGES

Labels:	Under 10	$.25/label
	10-50	$10.00
	50-150	$15.00
	150-250	$20.00
	Over 250	$25.00
Copies:	$.15/copy	
Faxes:	$1.50/page	
Envelopes:	#10 & #9	$.10/each
	Catalog & ½ Catalog	$.20/each
	Catalog with Window	$.40/each
Checks	$.25/each	
Long Distance:	@ cost	
Postage:	@ cost	
Delinquencies	$10.00 each	
Storage Boxes	$5.00 each	
Monthly Storage Of Records	$15.00/month	
Special Assessments	$1.50 per unit (Minimum of $150) Per Installment	
Annual Reserve Report	$250.00	
Processing of 1099's/1096's	$ 50.00/each	
W-2's/W-3's	$ 50.00/each	

9405 10th St. North, Suite 201 • Naples, Florida 34108 • (239) 434-7447 • Fax (239) 434-0378

EMERSON PARK AT AVE MARIA
NEIGHBORHOOD ASSOCIATION, INC.

2007 Annual Budget

	Annual	Monthly per Unit
Management Fee	$39,312.00	$14.00
Administrative	$ 4,829.76	$ 1.72
Common Area Maintenance	$ 12,607.92	$ 4.49
Road Fund	$ 9,828.00	$ 3.50
Streetlights	$ 2,808.00	$ 1.00
Miscellaneous	$ 1,488.24	$ .53
Insurance and Liability	$ 8,002.80	$ 2.85
Total Common Expense Budget	**$ 78,876.72**	**$ 28.09**

Emerson Park at Ave Maria Neighborhood Association, Inc. working capital fund: Each Emerson Park at Ave Maria Owner will be required to make a working capital contribution in the amount of **$250.00** at closing.

Liability of Emerson Park at Ave Maria Developer for Emerson Park at Ave Maria Neighborhood Association, Inc. common expenses: The Emerson Park at Ave Maria Developer (Pulte Home Corporation) guarantees that until the earlier to occur of either: (a) December 31st of the year in which the Emerson Park at Ave Maria Declaration is recorded; or (b) the Emerson Park at Ave Maria Turnover Date, Emerson Park at Ave Maria Assessments against each Emerson Park at Ave Maria Owner from Emerson Park at Ave Maria Neighborhood Association, Inc. common expenses will not exceed **$ 28.09** per month. Emerson Park at Ave Maria Developer reserves the right to renew the guarantee period for four (4) successive periods of up to one (1) year on terms as established by Emerson Park at Ave Maria Developer. However, in no event will the guarantee period extend past the Emerson Park at Ave Maria Turnover Date. During this period Emerson Park at Ave Maria Developer, and all units owned by Emerson Park at Ave Maria Developer, shall not be subject to Emerson Park at Ave Maria Assessments(regular or special). Instead, the Emerson Park at Ave Maria Developer will fund the difference, if any, between Emerson Park at Ave Maria Assessments at the guaranteed annual level and the actual common expenses incurred during the guarantee period. If, during this period, funds collected from Emerson Park at Ave Maria Assessments are not sufficient to provide timely payment of all Emerson Park at Ave Maria Neighborhood Association, Inc. expenses, the Emerson Park at Ave Maria Developer will fund the deficits at the time such payments are due. The Ave Maria Master Association, Inc. assessments and charges may include, but not be limited to, those for: any Ave Maria Master Association, Inc. "Bulk Agreement" for cable television, electronic monitoring or other telecommunications services, entered into pursuant to Article XVI of the Master Declaration. If the Emerson Park at Ave Maria Neighborhood Association enters into a "Bulk Agreement" with a provider of cable television, electronic monitoring services or other telecommunications services, then the guaranteed monthly Emerson Park at Ave Maria Assessment for each Parcel shall increase to reflect any of such charges. After the Emerson Park at Ave Maria Turnover Date, the initial capital contributions payable at closing to

the Emerson Park at Ave Maria Neighborhood Association may be used to pay operating expenses, fund reserves, or for any other purpose permitted or obligation imposed upon the Emerson Park at Ave Maria Neighborhood Association pursuant to the Emerson Park at Ave Maria Documents. Following the expiration of the Emerson Park at Ave Maria Developer's guaranty, the Emerson Park at Ave Maria Developer will pay Emerson Park at Ave Maria Assessments as described in Section 4.3 of the Declaration.

Emerson Park at Ave Maria Developer's obligation to fund any deficits and provide its' guarantee shall not extend to the Ave Maria Master Association, Inc. assessments, fees, or Ave Maria Stewardship Community District fees, taxes, charges or other assessments. All Emerson Park at Ave Maria Assessments will commence upon delivery of Title to the Purchaser of a Parcel containing a living unit for which a Certificate of Occupancy has been issued, as set forth in the Emerson Park at Ave Maria Declaration. A parcel containing land or improvements for which a Certificate of Occupancy has not been issued shall pay 5% of the Emerson Park at Ave Maria Assessment which is payable for parcels containing a Living Unit which has been CO'd.

Ave Maria Master Association, Inc. Capital Assessment: Each property owner is required to pay the Ave Maria Master Association, Inc. an Initial Working Capital Assessment $ **250.00** at closing and a Resale Working Capital Assessment of **$250.00** upon resale. The Master Developer (not Pulte) may use the Initial and Resale Capital Assessments to pay any Ave Maria Master Association, Inc. common expenses.

Ave Maria Master Association, Inc. General, Community Association, Neighborhood Association, User, Amenity and Special Assessments: Each property owner is required to pay to the Ave Maria Master Association, Inc. when and as billed by the Ave Maria Master Association, Inc. all of the Master Association Assessments referenced above as levied by the Ave Maria Master Association, Inc.

One Time Charges:

Emerson Park at Ave Maria Neighborhood Association, Inc. Working Capital Assessment	$ 250.00
Ave Maria Master Assoc., Inc. Initial Capital Assessment	$ 250.00
Ave Maria Master Assoc., Inc. Resale Capital Assessment	$ 250.00

Annual Fees:	Annual Per Unit
Ave Maria Master Association, Inc. Annual General Assessment (does not include bulk cable fee)	$ **639.60**

Ave Maria Master Association, Inc. fees shown above are applicable solely to 2007, are based upon figures provides by the Ave Maria Master Association, Inc. (not controlled by Pulte) and are subject to change by the Master Association. Master Association Assessments, fees and other charges are not common expenses of Emerson Park at Ave Maria Neighborhood Association, Inc.

Ave Maria Stewardship Community District

The Ave Maria Stewardship Community District is defined as the "District" in Article II, Section 22 of the Master Association Declaration. Emerson Park at Ave Maria is within and subject to the jurisdiction of the District. A discussion regarding the District is set forth in Article XX of the Master Association Declaration.

THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC SYSTEMS, FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

District Maintenance Fee**	$ 50.00
District Capital Charge***	$920.00

**Estimate -Maintenance Fee 1/1/07 through 12/31/07

***Estimate - Beginning with the 2007 real estate tax bill and continuing thereafter, each unit owner will be required to pay a capital charge estimated to be $920.00 per year. The capital charge is also referred to as the debt service special assessment.

District fees shown above are subject to change by the District. Emerson Park at Ave Maria Developer does not control the District and the figures provided herein are based upon estimates provided by the District.

Ave Maria Master - 145 1

L56

3841971 OR: 4040 PG: 1711
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05/19/2006 at 11:20AM DWIGHT E. BROCK, CLERK
REC FEE 877.00
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GRANT FRIDKIN ET AL
5551 RIDGEWOOD DR #501
NAPLES FL 34108

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

AVE MARIA

Instrument prepared by and after recording return to:

Steven M. Falk, Esq.
Roetzel & Andress, LPA
850 Park Shore Drive, Suite 300
Naples, FL 34103
(239) 649-6200

REC'D
MAY 30 2006
BY:_____

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Florida, as amended and supplemented from time to time (the "DRI Ordinance"). Recognizing that Ave Maria is a large, complex development and that flexibility is required in order to respond to economic, technological, environmental or social changes, Developer reserves the unilateral right to alter the general plan and common scheme of development to the maximum extent permitted by the applicable zoning and regulatory authorities. The Governing Documents shall be liberally construed in a manner that grants and permits Developer and the Master Association maximum authority and flexibility in addressing a multitude of issues that may or may not be foreseen at the inception of the Master Association. The depictions of the various Components, Communities and Neighborhoods in Exhibits "A-2" through "A-10" below are for illustrative purposes only. Developer reserves the right to alter the size and configuration of each of these Components, Communities and Neighborhoods. The legal description for any of the Components, Communities and Neighborhoods, or portions thereof, shall be set forth in recorded plats therefor and this Declaration shall be amended to designate the Component, Community or Neighborhood in which such platted real property shall be included.

Section 2. "Organizational Structure of Ave Maria". Ave Maria is a mixed-used development of regional impact (DRI) and not a municipal corporation and is not a local government of any type. It is, however, located within the jurisdiction of several local governments to include the Collier County government itself, the Collier County School District itself and the Ave Maria Stewardship Community District itself. Therefore, all Assessments, Community Assessments, Neighborhood Assessments, Master Association Special Assessments, Master Association User Assessments, Lien for Assessments, are not assessments levied by the County, the District or any other applicable local government with jurisdiction over the Properties. For any question about the levy, imposition, lien status, collection, enforcement, and foreclosure about any such governmental assessments, see the charters and powers of the respective local governments which may levy such assessments.

(a) Ave Maria will be divided into various "Components", as follows:

(i) The "Pulte Component" will include the real property depicted in Exhibits "A-2" through "A-4". Owners in the Pulte Component will be: Members; obligated to pay Assessments, Amenity Fees, and any other charges required under the Governing Documents, but shall not be obligated to pay for any Common Expenses related solely to the "Commercial/Town Center/Ave Maria University Component" or "Developer's Residential Component"; entitled to use and enjoy the Master Association Common Area (including the Amenities, but subject to payment of Amenity Fees) for their intended purpose; and subject to the Governing Documents. The Owners in the Pulte Component shall collectively be obligated to pay seventy percent (70%) of the Shared Costs.

(ii) The "Developer's Residential Component" will include the real property depicted in Exhibit "A-7" and any real property depicted in Exhibit "A-8" that is developed as residential dwellings, the fee simple title to which will be conveyed to purchasers, and which does not consist of rental apartments, hotel condominium units or timeshare units. The Developer's Residential Component will also automatically include any real property depicted in Exhibit "A-6" that is designated as "workforce" or "affordable" housing (such real property shall be referred to herein as the "Workforce/Affordable Housing Area", and all Parcels located in the Workforce/Affordable Housing Area shall be referred to herein as the "Workforce/Affordable Housing Parcels") if the Owners of fee simple title to the Workforce/Affordable Housing Parcels ("Workforce/Affordable Housing Owners") in such real property vote in favor of obtaining use rights to all Amenities and certify such vote to the Master Association as discussed in paragraph (iii) below. Owners in the Developer's Residential Component will be: Members; obligated to pay Assessments, Amenity Fees and any other charges required under the Governing Documents, but shall not be obligated to pay for any Common Expenses related solely to the Pulte Component or the Commercial/Town Center/Ave Maria University Component; entitled to use and enjoy

the Master Association Common Area (including the Amenities, but subject to payment of Amenity Fees) for their intended purpose; and subject to the Governing Documents. The Owners in the Developer's Residential Component shall collectively be obligated to pay eight and one-half percent (8.5%) of the Shared Costs, unless the Developer's Residential Component's share of the Shared Costs is increased as set forth in paragraph (iii) below. The Developer's Residential Component will be subject to the jurisdiction and management of the Master Association, and will be comprised of various Neighborhoods which may or may not be subject to the jurisdiction and management of various Neighborhood Associations.

(iii) The "Commercial/Town Center/Ave Maria University Component" will include the real property depicted in Exhibits "A-5" (commonly known as "Ave Maria University"), "A-6" and "A-8", but excluding any real property in "A-8" that is developed as residential dwellings, the fee simple title to which will be conveyed to purchasers, and which does not consist of rental apartments, hotel condominium units or timeshare units. However, nothing shall prevent Developer from developing any portion of such real property for residential use if permitted by the DRI Ordinance. Owners in the Commercial/Town Center/Ave Maria University Component will be: Members; obligated to pay Assessments and any other charges required under the Governing Documents, but shall not be obligated to pay any Amenity Fees or Common Expenses solely related to the Amenities, the Pulte Component or Developer's Residential Component. Provided, however, that the "Workforce/Affordable Housing Owners" and lessees occupying rental apartments located in Exhibit "A-6" shall be entitled to use the "North Park" and "South Park" (as depicted on Exhibit "A-9", and which shall be collectively referred to as the "Park Amenities") on the condition that the Workforce/Affordable Housing Owners and the Owners of the rental apartments pay their pro-rata share of the Amenity Assessments and any Amenity Fees relating to the Park Amenities (based upon the total number of Parcels and rental apartment units that are granted use rights to the Park Amenities as set forth herein). Beginning with the County's issuance of the first certificate of occupancy for a Unit on a Workforce/Affordable Housing Parcel, all Workforce/Affordable Housing Owners shall have the right to use the "Non-Park Amenities" (i.e., all Amenities other than the Park Amenities) for a period of five (5) years from the date of issuance of that first certificate of occupancy by paying any applicable Amenity Fees, but shall not be obligated to pay any Amenity Assessments relating to any Non-Park Amenities. The Amenity Fees relating to the Non-Park Amenities charged to Workforce/Affordable Housing Owners in said five (5) year period will be set by the Amenity Committee at a reasonable level compared to the Amenity Fees charged to the other Owners who are entitled to use all Amenities. There shall be one (1) or more Neighborhood Associations in which the members consist of Workforce/Affordable Housing Owners. Within ninety (90) days of the termination of said five (5) year period, the Workforce/Affordable Housing Owners who are members of and subject to the jurisdiction of a particular Neighborhood Association may obtain use rights to all Amenities by a favorable vote of a majority of all such Workforce/Affordable Housing Owners in that Neighborhood Association . The vote shall be conducted by the Neighborhood Association with jurisdiction over such Workforce/Affordable Housing Owners and the Neighborhood Association shall provide written certification of the voting results to the Master Association. In the event of a favorable vote and written certification to the Master Association, then: (i) the Workforce/Affordable Housing Owners in that Neighborhood Association will no longer be considered Workforce/Affordable Housing Owners, but shall be considered "Developer's Residential Owners" as defined in Article II, Section 39 below; (ii) the Workforce/Affordable Housing Owners in that Neighborhood Association shall have the same rights and obligations as all other Developer's Residential Owners; (iii) the Developer's Residential Component's share of the Shared Costs shall increase as described in Exhibit "D"; (iv) the Commercial/Town Center/Ave Maria University Component's share of the Shared Costs shall decrease as described in Exhibit "D"; and (v) Developer shall record an amendment to this Declaration and Exhibit "D" which reflects the legal description of the real property which shall henceforth be considered part of the Developer's Residential Component and the revised

percentage shares of the Shared Costs between the Components. Owners in the Commercial/Town Center/Ave Maria University Component shall collectively be obligated to pay twenty-one and one-half percent (21.5%) of the Shared Costs, except that if the Developer's Residential Component's share of the Shared Costs increases due to the addition of the Workforce/Affordable Housing Owners, then the Commercial/Town Center/Ave Maria University Component's share of the Shared Costs will decrease as described in Exhibit "D". Owners in the Commercial/Town Center/Ave Maria University Component and their lessees, invitees and employees shall not have use rights to the Amenities, but shall otherwise have use rights to all other Master Association Common Areas that are available for use by all Members. There shall be at least one (1) Community Association with jurisdiction and management responsibility over the Commercial/Town Center/Ave Maria University Component.

(b) Developer shall have the authority to alter the general plan and common scheme of development as set forth in Article I, Section 1 above. However, no amendment to this Declaration may materially alter the respective rights, obligations and limitation on use rights of the Components as described in Article I, Section 2(a) above without the consent of the Members of the affected Components.

(c) Developer (or another Person, with Developer's consent) may organize Ave Maria into a series of Communities and Neighborhoods comprising one (1) or more types of Parcels and Units in which Owners may have common interests not common to all Owners, such as a common theme, use, entry features, and Community Common Areas, Neighborhood Common Areas or amenities not available for use by all Owners.

ARTICLE II

Definitions

The terms used in the "Governing Documents", and in particular, this Declaration, shall have the definitions set forth in Chapter 720, Florida Statutes (2005) (the "Act"), unless otherwise defined below (it being the intent hereof that future amendments to the Act not be retroactively applied to impair substantive rights of Developer and Builders as set forth herein). The Master Association is not a condominium association and is therefore not subject to Chapter 718 Florida Statutes. "Governing Documents" shall mean and refer to this Declaration, the Articles of Incorporation, Bylaws, any Supplement, Rules and Regulations, Architectural Standards, Resolutions and any other Exhibits to this Declaration, all as amended from time to time. The "Governing Documents" may also be referred to herein as the "Master Association Documents".

Section 1. "Architectural Standards" shall mean and refer to the architectural, design and construction standards and review procedures, if any, adopted pursuant to Article XIII, as they may be amended from time to time.

Section 2. "Articles of Incorporation" or "Articles" shall mean and refer to the Articles of Incorporation of Ave Maria Master Association, Inc., as filed with the Secretary of State of Florida, as the same may be amended from time to time, and as attached hereto as Exhibit "B".

Section 3. "Amenity" shall mean and refer to any improvements for dining, social or recreational use which may be constructed by a Builder or the Master Association, in their sole discretion. The Amenities may include, without limitation, dining and/or recreational facilities such as tennis or other game courts, play areas, park or preserve areas, swimming facilities, clubhouses and the like.. The Master

Association, acting solely through the Amenity Committee described in Section 4.14 of the Bylaws, may permit semi-public or public use of certain Amenities. No representation is made as to whether such improvements shall be developed.

Section 4. "Amenity Fees" shall mean and refer to any fee charged by the Master Association, acting solely through the Amenity Committee, for the right to use any of the Amenities, including, without limitation, daily usage charges, user fees or fees to reserve portions of the Amenities for a specified period of time. Amenity Fees shall also be considered Master Association User Assessments, as more particularly described in Article XI, Section 5 with respect to Parcels and Owners in the Pulte Component, Developer's Residential Component and the Workforce/Affordable Housing Area.. A Builder shall not be considered the Developer or a "Successor Developer" by virtue of it constructing Amenities for the use of those persons described above.

Section 5. "Assessments" shall mean and refer to the sums levied from time to time against Owners by the Master Association for the purposes set forth in this Declaration. The specific types of Assessments are described in Article I, Section 2 (a)(i) through(iii), Article II, Section 46, and Article XI.

Section 6. "Ave Maria" shall mean and refer to the mixed-use DRI described in the DRI Ordinance as it may be amended from time to time.

Section 7. "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Master Association.

Section 8. "Board of Supervisors" shall mean and refer to the governing board and body of the Ave Maria Stewardship Community District ("District") and is that body referred to in the Ave Maria Stewardship Community District Special Act, Chapter 2004-461, Laws of Florida (2004).

Section 9. "Builder" shall mean and refer to all builders, contractors or other parties who from time to time, purchase a Parcel from Developer to construct improvements thereon for resale. Pulte Home Corporation, DiVosta Homes, L.P. and any of their subsidiaries, affiliates or brands (including the DiVosta and Del Webb brands) shall be considered "Builders". The designation of any other Person as a Builder shall be set forth in a Supplemental Declaration which may be executed unilaterally by the Developer without the joinder of the Master Association or any other party.

Section 10. "Bylaws" shall mean and refer to the By-Laws of the Master Association, as the same may be amended from time to time, as attached hereto as Exhibit "C".

Section 11. "Master Association Common Area" shall mean and refer to all real property within Ave Maria which is owned or leased by the Master Association or dedicated for use or maintenance by the Master Association or its Members, including, regardless of whether title has been conveyed to the Master Association: real property, the use of which is dedicated to the Master Association or its Members by a plat recorded in the Public Records of Collier County, Florida ("Public Records"); or real property committed by this Declaration or Supplemental Declaration to be leased or conveyed to the Master Association; or real property which is operated or managed by the Master Association for the District; or real property that Developer designates as Master Association Common Area, regardless of whether a plat or Supplemental Declaration is recorded in the Public Records.

Section 12. "Community" shall mean and refer to a particular area located within the Properties which is designated by Developer (or another Person with the consent of Developer) as a Community by Community Documents or by Supplemental Declaration. A Community shall be a particular area within the Properties that also contains or has jurisdiction over more than one (1) Neighborhood.

Section 13. "Community Association". shall mean and refer to any not-for-profit corporation established for a Community in accordance with Community Documents and may include without limitation, a homeowners' association created pursuant to the Act.

Section 14. "Community Assessments" shall mean and refer to assessments levied in accordance with Article XI, Sections 1 and 3 of this Declaration.

Section 15. "Community Common Area" shall mean and refer to all real property within Ave Maria which is owned or leased by a Community Association or dedicated for use or maintenance by the Community Association or its members, including, regardless of whether title has been conveyed to the Community Association: real property, the use of which is dedicated to the Community Association or its members by a plat recorded in the Public Records; or real property committed by a Supplemental Declaration or Community Documents to be leased or conveyed to a Community Association; or real property that Developer designates as Community Common Area, regardless of whether a plat or Supplemental Declaration is recorded in the Public Records.

Section 16. "Community Documents" shall mean and refer to any and all documents, instruments and agreements established by or consented to by Developer or its assigns creating and governing any Community, including without limitation, a declaration, articles of incorporation, by-laws and any rules and guidelines established thereunder.

Section 17. "Community Systems" shall mean and refer to any and all cable television, telecommunications, intranet, Internet, transmitters, electronic alarm/monitoring or other lines, conduits, wires, amplifiers, towers, antennae equipment, materials, installations and fixtures (including those based on, containing or serving future technological advances not now in general use) installed by Developer or pursuant to a grant of easement or authority by Developer within the Properties and serving more than one (1) Unit.

Section 18. "County" shall mean and refer to Collier County, Florida, either as a geographical area or as a political subdivision and local general purpose government of the State of Florida, as the context requires.

Section 19. "Developer" shall mean and refer to Ave Maria Development, LLLP, or any other Person who succeeds to some or all of Developer's rights and obligations under the Governing Documents by a written instrument. A Person who constructs Amenities, conveys real or personal property to the Master Association or designates real property as a Community or Neighborhood with Developer's consent shall not be deemed a Developer or a "Successor Developer".

Section 20. "Del Webb at Ave Maria" shall mean and refer to the portion of the Properties depicted in Exhibit "A-4" attached hereto. Del Webb at Ave Maria will be a Community subject to the jurisdiction and management of Del Webb at Ave Maria Community Association, Inc. and the Master Association and will be comprised of various Neighborhoods which may or may not be subject to the jurisdiction and management of various Neighborhood Associations.

Section 21. "[Reserved]"

Section 22. "District" shall mean and refer to the Ave Maria Stewardship Community District as a special and single purpose independent local government created, chartered and established pursuant to general law through Chapter 2004-461, Laws of Florida, a Special Act by the Florida Legislature.

Section 23. "BelleraWalk at Ave Maria " shall mean the portion of the Properties depicted in Exhibit "A-3" attached hereto. BelleraWalk at Ave Maria will be a Community subject to the jurisdiction and management of BelleraWalk at Ave Maria Community Association, Inc. and the Master Association and will be comprised of various Neighborhoods which may or may not be subject to the jurisdiction and management of Neighborhood Associations.

Section 24. "Exclusive Master Association Common Area" shall mean and refer to certain portions of the Master Association Common Area which are for the exclusive use and benefit of one (1) or more, but less than all, of the Parcels. However, the Amenities shall not be considered Exclusive Master Association Common Area. All costs associated with maintenance, repair, replacement and insurance of Exclusive Master Association Common Areas shall be assessed against the Owners and their Parcels which are benefited thereby as a Community Assessment or Neighborhood Assessment, as the case may be. By way of illustration and not limitation, Exclusive Master Association Common Areas may include entry features for a particular Community Association and supported exclusively by Community Assessments. Exclusive Master Association Common Areas shall be designated as such and the exclusive use thereof shall be granted by Supplemental Declaration or in the deed or plat conveying or dedicating the Master Association Common Area to the Master Association. A portion of the Master Association Common Area may be designated as Exclusive Master Association Common Area of a particular Community or Neighborhood and may be re-designated as Master Association Common Area by the Master Association with the prior approval of a majority of the members of the applicable Community Association or Neighborhood Association. No Community Common Area or Neighborhood Common Area shall be designated as Exclusive Master Association Common Area.

Section 25. "[Reserved]".

Section 26. "Master Association" shall mean and refer to Ave Maria Master Association, Inc., a Florida not for-profit corporation, its successors or assigns.

Section 27. "Master Association General Assessment" shall mean and refer to assessments levied in accordance with Article XI, Section 3 of this Declaration. The Master Association General Assessment shall be for all Common Expenses other than those applicable to Community Assessments, Neighborhood Assessments, Master Association Special Assessments, Master Association User Assessments, and Amenity Assessments.

Section 28. "Master Association Special Assessment" shall mean and refer to assessments levied in accordance with Article XI, Section 5 of this Declaration.

Section 29. "Master Association User Assessment" shall mean and refer to assessments levied in accordance with Article XI, Section 6 of this Declaration.

Section 30. "Member" shall mean and refer to a Person entitled to membership in the Master Association, as provided herein. There shall be two classes of Members, as more particularly described in Article IV of this Declaration and the Articles of Incorporation.

Section 31. "Mortgage" shall mean and refer to a mortgage, a deed of trust, a deed to secure debt, or any other form of security deed held by a Mortgagee.

Section 32. "Mortgagee" shall mean and refer to any holder of a mortgage against any real property subjected to this Declaration, which mortgagee is a bank, savings and loan association, public finance company, mortgage company, insurance 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, or any other senior lender. The term also refers to any holder of a mortgage against any real property subjected to this Declaration which mortgage is guaranteed or insured by the Federal Housing Administration, the Veterans Administration, any agency of the United States of America, or by any other public or private corporation engaged in the business of guaranteeing or insuring residential mortgage loans, and their successors and assigns.

Section 33. "Mortgagor" shall mean and refer to any Person who grants a Mortgage.

Section 34. "Neighborhood" shall mean and refer to a particular area located within the Properties which is designated by Developer (or another Person with the consent of Developer) as a Neighborhood by Neighborhood Documents or by Supplemental Declaration.

Section 35. "Neighborhood Association" shall mean and refer to any not-for-profit corporation established for a Neighborhood in accordance with Neighborhood Documents and may include without limitation a homeowners' association created pursuant to the Act or a condominium association created pursuant to Chapter 718, Florida Statutes.

Section 36. "Neighborhood Common Area" shall mean and refer to all real and personal property, including easements, which a Neighborhood Association now or hereafter owns, leases, is obligated to maintain, or otherwise holds possessory or use rights in for the common use of the Neighborhood Association or its members, whether arising by conveyance, dedications on a plat, easement, license, lease, covenant or otherwise.

Section 37. "Neighborhood Committee" shall mean and refer to any representative committee created by the Master Association or a Community Association for a Neighborhood that is not subject to the jurisdiction and management of a Neighborhood Association.

Section 38. "Neighborhood Documents" shall mean and refer to any and all documents, instruments and agreements established by or consented to by Developer or its assigns creating and governing any Neighborhood, including without limitation, a declaration, articles of incorporation, by-laws and any rules and guidelines established thereunder.

Section 39. "Owner" shall mean and refer to one (1) or more Persons who hold the record title to a Parcel which is part of the Properties, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Parcel is sold under a recorded contract of sale (agreement for deed) and the contract specifically so provides, then the purchaser (contract vendee) will be considered the Owner. An Owner in the Pulte Component shall be referred to herein as a "Pulte Owner", an Owner in Developer's Residential Component shall be referred to herein as a "Developer's Residential Owner" and an Owner in the Commercial/Town Center/Ave Maria University Component shall be referred to herein as a "Commercial/Town Center/Ave Maria University Owner". "Residential Owner(s)" shall mean and refer to the Pulte Owner(s), Developer's Residential Owner(s), Workplace/Affordable Housing Owners and the Owner(s) of fee simple title to rental apartment buildings or complexes located in Exhibit "A-6". However, in no event will the Owner of fee simple title to a rental

apartment building or complex located in Exhibit "A-6" be deemed a "Residential User", as that term is defined in Article III herein.

Section 40. "Parcel" shall mean and refer to any platted or unplatted lot, tract, condominium unit, or other discrete area of real property within Ave Maria which is capable of separate conveyance and has been subjected to this Declaration, but shall exclude Master Association Common Area, Community Common Area and Neighborhood Common Area and all property dedicated or deeded to the County, District, SFWMD or any other governmental authority, taxing district, or a public or private utility, including, without limitation, roads, environmental buffers, landscape buffers, preservation and conservation areas and lakes.

Section 41. "Parcel Interests" shall mean and refer to the relative percentage of votes and Assessment obligations Developer or a Builder assigns to the Members of the Master Association, as more particularly described in the Governing Documents and Exhibit "D" attached hereto. However, the relative percentage of Parcel Interests assigned to a Parcel in no way affects the share of the Shared Costs to be paid by each of the Components described in Article I, Section 2 of this Declaration, and in no event will the relative percentage of Parcel Interests assigned to a Parcel result in all Parcels in a Component collectively having less than the percentage of Parcel Interests described in Exhibit "D".

Section 42. "Person" means a natural person, a corporation, partnership, limited liability company, trust, or any other legal entity.

Section 43. "Properties" shall mean and refer to the real property described in Exhibit "A" attached hereto.

Section 44. "Traditional Neighborhoods at Ave Maria" shall mean the portion of the Properties depicted in Exhibit "A-2" hereto. Traditional Neighborhoods at Ave Maria will be a Community which may be subject to the jurisdiction and management of one (1) or more Community Associations but will be subject to the jurisdiction of the Master Association, provided, however, that some or all Neighborhoods located in Traditional Neighborhoods at Ave Maria may not be subject to the jurisdiction of a Community Association. Traditional Neighborhoods at Ave Maria will have Neighborhoods which may or may not be subject to the jurisdiction and management of various Neighborhood Associations.

Section 45. "Rules and Regulations" shall mean and refer to the rules and regulations adopted by the Board of Directors or the Amenity Committee as described in Article X, Section 2 below, as the same may be amended from time to time.

Section 46. "Shared Costs" shall mean and refer to all Master Association General Assessments and/or Master Association Special Assessments set forth in Article XI below that are levied against all Members as opposed to a particular Component, Community, Neighborhood, Parcel or Owner.

Section 47. "Supplemental Declaration" or "Supplement" shall mean and refer to an amendment or supplement to this Declaration executed by or consented to by Developer which imposes, expressly or by reference, additional restrictions and obligations on the real property described therein.

Section 48. "Turnover" shall mean and refer to the process by which Developer transfers control of the Board to the Class "A" Members other than Builders and transfers physical possession or control of those records set forth in Section 720.307 of the Act.

Section 49. "Turnover Date" shall mean and refer to the date upon which the Class "A" Members other than Builders elect a majority of the directors on the Board of Directors as described in Article IV, Section 3 hereof.

Section 50. "Unit" shall mean and refer to the individual residential dwelling constructed on a Parcel, or an individual condominium unit; provided, however, that no portion of any Community Systems, even if installed in a Unit, shall be deemed to be part of a Unit.

ARTICLE III

Property Rights

The students, faculty, administrators, employees, invitees and others associated with Ave Maria University shall have an easement of vehicular and pedestrian ingress and egress over any roads and sidewalks, respectively, that are located in the Master Association Common Area. All Commercial/Town Center/Ave Maria University Owners, and their lessees, customers, clients, invitees and others accessing the Commercial/Town Center/Ave Maria University Component, shall have an easement of vehicular and pedestrian ingress and egress over any roads and sidewalks, respectively, that are located in the Master Association Common Area and those easements across portions of the Master Association Common Area (but not the Amenities, except as provided elsewhere with respect to the Workforce/Affordable Housing Owners) as are set forth in this Declaration, a plat or plats of all or a portion of Ave Maria, or as set forth in the Surface Water Management System Permit or other recorded instrument, including without limitation, easements for drainage purposes.

As used in this Article III and elsewhere in this Declaration, the term "Residential User" shall be deemed to include: (i) Pulte Owners; (ii) Developer's Residential Owners; and (iii) Workforce/Affordable Housing Owners and lessees in rental apartments located in Exhibit "A-6", but the use rights to the Amenities of the individuals referenced in (iii) shall be limited as provided in Article I, Section 2(a) of this Declaration. However, in no event will the Owner of fee simple title to a rental apartment building or complex located in Exhibit "A-6" be deemed a "Residential User". Every Residential User and his immediate family, lessees (but not sublessees of lessees) and guests, shall have a non-exclusive right and easement of enjoyment in and to the Master Association Common Area (including the Amenities) for its intended purposes, subject to the requirements and restrictions set forth in the Governing Documents and to any restrictions or limitations contained in any deed conveying such property to the Master Association; provided, however, that every Residential User's right to use the Amenities is subject to the obligation of the applicable Residential Owner to pay Amenity Assessments and such other Amenity Fees established by the Board of Directors from time to time and to such Residential User's compliance with the Governing Documents. Without limiting other remedies granted to the Board, a Residential User's right to use the Amenities may be restricted or suspended for failure to pay amounts owing to the Master Association, and misconduct or failure to abide by the Governing Documents. The right to ingress and egress to Parcels shall remain unrestricted. A Residential User's rights to use the Amenities, may, subject to the terms and conditions of the Governing Documents, be delegated to persons lawfully residing in the Residential User's Unit or apartment. A Residential User who owns fee simple title to a residential dwelling may delegate his right to use any or all of the Amenities to a lessee subject to compliance with the Governing Documents. A Residential User who is a lessee in a rental apartment shall not have any right to delegate his right to use the Park Amenities to a sublessee. The Governing Documents may include, without limitation, restrictions on the number and frequency of lessees and guests a Residential User may have at any one (1) time or during any calendar year for the purpose of use of the Amenities. The Master Association may not impose a re-designation

fee in the event a Residential User (who is permitted to delegate use rights to the Amenities to a lessee) delegates his use rights to the Amenities to a lessee pursuant to the first lease of his Unit in a calendar year, but may impose a re-designation fee in the event such Residential User delegates his use rights to the Amenities to a lessee pursuant to any subsequent lease of his Unit in a calendar year. The Master Association may impose a re-designation fee for any Amenity use by guests of a Residential User who are not related to that Residential User by birth, marriage, legal custody or adoption. Any re-designation fee shall be in an amount determined by the Board of Directors from time to time, up to a maximum of ten percent (10%) of the Master Association General Assessment for that Parcel for that year. To prevent overtaxing the Amenities, the Board of Directors shall have the authority to adopt a policy and/or rules and regulations that provide that a Residential User shall relinquish his right to use the Amenities when he has properly delegated his use rights thereto to a lessee or other occupant of his Unit. The easement provided for herein shall be appurtenant to and shall pass with ownership of a Parcel, but shall not be deemed to grant any ownership interest in the Amenities.

"Immediate family", for purposes of determining the easement and use rights to the Amenities, shall be defined to include and be limited to the Residential User, his and/or her spouse (if any) residing within the Unit or rental apartment unit, and any children under the age of 21 years old who reside with the Residential User in the Unit or rental apartment unit, or in the case of child who is a college or university student, who resides in the Unit or rental apartment unit as part of the "immediate family" on a full time basis during times when the child is not attending classes in the college or university. If a Residential User is an entity or more than one (1) individual (other than husband and wife), the Board of Directors may restrict access to the Amenities to one (1) immediate family or two individuals residing in the Unit or rental apartment unit as a single housekeeping unit (and their children under the age of 21 years old who reside with the Residential User in the Unit or rental apartment unit, or in the case of a child who is a college or university student, who resides in the Unit or rental apartment unit as part of the "immediate family" on a full time basis during times when the child is not attending classes in the college or university), as designated by the directors, partners, managing members or trustees of a Residential User that is an entity, or by the multiple individuals who are Residential User(s). The ability of Residential Users to change the designees shall be restricted by the Board of Directors, and in no event shall the Board permit more than four (4) re-designations per calendar year. Upon any change in the designees the Master Association may impose a re-designation fee in an amount determined by the Board of Directors from time to time, up to a maximum of ten percent (10%) of the Master Association General Assessment for that Parcel for the year of change. A re-designation fee shall be considered a Master Association User Assessment as described in Article XI, Section 6 of this Declaration.

The Amenity Committee shall have the authority to permit use of the Amenities to members of the public on such terms as it establishes.

ARTICLE IV

Membership, Voting Rights and Turnover

None of these provisions relates to voting and elections for the members of the Board of Supervisors which constitutes the governing body of the District.

Section 1. Membership/Voting Rights. The Master Association shall have two (2) classes of membership, Class "A" and Class "B". No Owner, whether one (1) or other Persons, shall have more than one (1) membership per Parcel owned, but certain Parcels may be granted more than one (1) Parcel Interest per Parcel.

(a) Class "A" Members. Class "A" Members shall be all Owners of Parcels other than Developer, except that on the Turnover Date the Class "B" Membership shall convert to a Class "A" Membership for each Parcel owned by Developer. Class "A" Members shall be entitled to one (1) vote for each Parcel Interest assigned to their Parcel.

(b) Class "B" Member. The Class "B" Member shall be Developer. The Class "B" Member shall be entitled to the number of votes equal to the total number of Parcel Interests assigned to the Class "A" Members, plus 1 vote. The Class "B" Member shall also be entitled to appoint the entire Board of Directors prior to the "Turnover Date". On the Turnover Date, the Class "B" Membership shall terminate and be converted to a Class "A" Membership for each Parcel owned by Developer.

(c) Indirect Voting for Class "A" Members in a Community or Neighborhood. Except for the election of directors on the Turnover Date and subsequent elections, and a vote on whether to terminate this Declaration, votes of the Class "A" Members shall be cast by "Community Voting Representatives". and "Neighborhood Voting Representatives" (who shall collectively be referred to herein as the "Voting Representatives") in the manner set forth in the Bylaws.

(i) A "Community Voting Representative" shall be the person designated by the Board of Directors of a Community Association to cast votes on behalf of the Class "A" Members in that Community.

(ii) A "Neighborhood Voting Representative" shall be the person designated by the Board of Directors of a Neighborhood Association or by the Neighborhood Committee to cast votes on behalf of the Class "A" Members in that Neighborhood who are not also members of a Community Association.

(iii) The Board may authorize voting solely by some or all of the Community Voting Representatives or Neighborhood Voting Representatives when the Board of Directors determines that it is in the best interests of the Master Association not to have a vote of all Parcel Interests or when the Governing Documents require approval from some but not all Parcel Interests. Neighborhood Voting Representatives shall never have the authority to vote on behalf of Class "A" Members who are also members of a Community Association.

(d) Direct Voting By Class "A" Members. Class "A" Members whose Parcel is not located in a Community or Neighborhood shall vote directly in Master Association matters.

Section 2. Turnover. The Class "A" Members other than Builders are entitled to elect a majority of the members of the Board when the earlier of the following events occurs:

(a) Three (3) months after ninety percent (90%) of the Parcels in the Properties that will ultimately be operated by the Master Association have been conveyed to Class "A" Members who are not Builders; or

(b) December 31, 2030; or

(c) Such earlier date as determined in the sole discretion of Developer.

ARTICLE V

Maintenance

Section 1. Master Association's Responsibility. The Master Association shall operate, maintain, repair and replace the Master Association Common Area. Operation of the Master Association Common Area shall include, without limitation, payment of all utilities, taxes and assessments with respect to the Master Association Common Area. The Master Association's obligations may include, without limitation, maintenance, repair, replacement, monitoring or fulfillment of: all lakes, ponds and other bodies of water within the Properties which also serve as part of the drainage system for the Properties; all wetlands within the Properties, whether Master Association Common Area or not; all conservation areas, buffers and preservation areas and easements within the Properties; all protected species and/or vegetation management plans approved as a condition of permit issuance by any municipal, county, state, or federal agency or required by the DRI Ordinance, as such plans, permits, or DRI Ordinance may from time to time be amended, and all permit conditions of the South Florida Water Management District ("SFWMD") as may be imposed upon the Master Association or delegated to the Master Association by the District, as set forth in Permit #(s) 11-02336-P, 030910-14 and 11-02336-P, 050218-17, recorded in O.R. Book 3679 at Page 221 and O.R. Book 3899 at Page 76, respectively, of the Public Records of Collier County, Florida (the "SFWMD Permits"), and all successor agencies relating to consumptive use and/or surface water management, and all permit conditions legally imposed by the County or other governmental or quasi-governmental agencies or authorities having jurisdiction; and all structures, improvements, and amenities, including all roads, gates, signage, entry features, walls, streets, drives, sidewalks, bike paths, street lighting fixtures, recreational amenities and landscaping situated upon the Master Association Common Area (except as otherwise specifically provided in Section 2 below). Any property or improvements which are described in the SFWMD Permits shall be collectively referred to herein as the "Surface Water Management System". SFWMD has the right to take enforcement action, including a civil action for an injunction and penalties against the Master 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 Master Association.

References to lakes, ponds, other bodies of water, buffers, and the like shall not be deemed to be a reference to such areas located within Traditional Neighborhoods at Ave Maria, BelleraWalk at Ave Maria and Del Webb at Ave Maria unless provided to the contrary in the SFWMD Permits or a plat or other agreement recorded in the Public Records.

All costs associated with the operation, maintenance, repair, replacement and monitoring of the Master Association Common Area or aspects of the Surface Water Management System which have been imposed or delegated to the Master Association whether by the District or otherwise, including all monitoring, administrative, and implementation expenses required and resulting from a condition of any and all development permits including, but not limited to, maintenance of all conservation and preserve tracts and easements, compliance with all development permit conditions, compliance with all animal and vegetation management plans approved pursuant to development permit approvals, and compliance with all SFWMD, United States Army Corps of Engineers, District or County requirements, or those of any successor agencies, shall be allocated among all Parcels as part of the Master Association General Assessment.

Developer or the Board, by contract or other agreement, including any interlocal agreement, may obligate the Master Association to perform obligations with respect to property and improvements,

regardless of whether they are owned by the Master Association or located within the Properties. The Master Association may maintain such property, preserves, roads, medians, conservation areas, equipment, utilities and other improvements, including, without limitation, property, preserves, roads, medians, conservation, equipment, utilities, irrigation systems and other improvements dedicated to the public or otherwise the responsibility of the County, District, or any governmental or quasi-governmental agency, if Developer or the Board of Directors determines that such maintenance is necessary or desirable for Ave Maria. The costs of such maintenance shall be allocated among all Parcels as part of the Master Association General Assessment.

Section 2. Responsibility of Neighborhood and Community Associations. Neighborhood Associations and Community Associations shall perform all obligations imposed on them pursuant to the Governing Documents or the governing documents of such associations.

Section 3. Owner's Responsibility. Unless otherwise provided in a Supplemental Declaration, this Section 3 shall govern an Owner's maintenance responsibilities. Each Owner shall maintain his and/or her Parcel, including all structures, landscaping and other improvements thereon, except as otherwise maintained by a Neighborhood Association or Community Association. If any wall constructed by Developer or a Builder inadvertently encroaches into a Parcel, the Owner of such Parcel shall maintain the lawn and landscaping on his Parcel up to the wall, and the Master Association shall maintain the lawn and landscaping on any portion of the Parcel located between the wall and the boundary of the Master Association Common Area. Owners of Parcels located adjacent to any roadway within the Properties shall maintain driveways, lawns or landscaping located on that portion of the Master Association Common Area or right of way between the Parcel boundary and the nearest street curb or pavement, provided the Owner shall not install or remove trees, shrubs or landscaping material other than installation and replacement of sod within such area. Owners of Parcels adjacent to the water's edge of any lake or other body of water within the Properties shall maintain all lawns and landscaping between the Parcel boundary and such water's edge; provided, the Owners shall have no right to install trees, shrubs or similar landscaping material other than installation and replacement of sod within such area. Owners are also obligated to comply with any applicable laws, ordinances or governmental permits. References to "Owners" and "Parcels" above shall mean "Neighborhood Association" or "Community Association", and "Neighborhood Common Area" or "Community Common Area" when the maintenance obligations and real property described above are performed and/or and owned by either of those entities.

ARTICLE VI

Insurance and Casualty Losses

Section 1. Insurance. The Board shall have the authority to and shall obtain blanket all-risk casualty insurance, if reasonably available, for all insurable improvements on the Master Association Common Area. If blanket all-risk coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. This insurance shall be in an amount sufficient to cover one hundred percent (100%) of the replacement cost of any repair or reconstruction of improvements in the event of damage or destruction from any insured hazard, subject to the provision of a deductible as determined by the Board of Directors in its business judgment and availability of insurance according to market conditions.

The Board shall also obtain a public liability policy covering the Master Association Common Area for the benefit of the Master Association for damage or injury caused by the possible negligence of the Master Association or any of its Members, directors, officers, employees or agents. The public

liability policy shall have a combined single limit in an amount to be determined by the Board of Directors from time to time.

All insurance coverage obtained by the Board of Directors shall be written in the name of the Master Association as trustee for the respective benefited parties, as further identified in subsection (b) below. Insurance and all proceeds thereof shall be governed by the provisions hereinafter set forth:

(a) All policies shall be written with a company authorized to do business in Florida.

(b) All policies on the Master Association Common Area shall belong to the Master Association and be for the benefit of the Master Association and its Members, as their interests may appear.

(c) Exclusive authority to adjust losses under policies obtained by the Master Association on the Properties shall be vested in the Board of Directors.

(d) In no event shall the insurance coverage obtained and maintained by the Master Association hereunder be combined with any other insurance coverage purchased by individual Owners, occupants, Mortgagees, Community Associations, Neighborhood Associations, or Developer.

(e) The Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(i) a waiver of subrogation by the insurer as to any claims against the Master Association's directors, officers, agents, Owners and Developer;

(ii) a waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;

(iii) a statement that no policy may be cancelled, invalidated, suspended, or subject to non-renewal based on any one (1) or more individual Members;

(iv) a statement that no policy may be cancelled, invalidated, suspended, or subject to non-renewal based on the conduct of any director, officer, or employee of the Master Association or any duly authorized agent without prior demand in writing delivered to the Master Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Master Association, its agent, or any director or officer ;

(v) that any "other insurance" clause in any policy exclude individual Members' policies from consideration; and

(vi) that the Master Association will be given at least thirty (30) days' prior written notice of any cancellation, substantial modification or non-renewal.

In addition to the other insurance required by this Section, the Board shall obtain workers compensation insurance if and to the extent required by law, directors' and officers' liability coverage, a fidelity bond or bonds on directors, officers, employees, and other Persons handling or responsible for the Master Association's funds. Further, the Board may obtain any other insurance policy or coverage it deems appropriate, e.g. terrorism coverage. Any such insurance policies shall require at least thirty (30) days' prior written notice to the Master Association of any cancellation, substantial modification, or non-renewal.

Section 2. Individual Insurance. The obligations set forth below which are imposed upon Owners shall not apply to the extent insurance, maintenance, repair and replacement is the obligation of the Master Association, Community Association or Neighborhood Association. By virtue of becoming an Owner, each Owner covenants and agrees with all other Owners and with the Master Association that each Owner, except to the extent carried by an association as referenced above, shall carry blanket all-risk casualty insurance on his and/or her Unit meeting the same requirements as set forth in Section 1 of this Article for insurance on the Master Association Common Area, shall carry public liability insurance on his and/or her Parcel with limits and coverage as may be adopted by the Board as provided from time to time, and shall carry flood zone insurance if the Parcel is in a flood zone if the same would be required by a Mortgagee. Each Owner further covenants and agrees that in the event of a partial loss or damage resulting in less than total destruction of the Unit, the Owner shall remove all debris and complete repair or reconstruction of the damaged Unit within a reasonable amount of time under the circumstances (and allowing for any event or circumstance constituting impossibility of performance under Florida law) in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article XIII of this Declaration. The Owner shall pay any costs of repair or reconstruction, which are not covered by insurance proceeds. Total destruction shall mean the structure must be completely cleared (other than foundation improvements) prior to reconstruction. In the event of total destruction, the Owner may decide not to rebuild or to reconstruct, in which case the Owner shall clear the Parcel of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction and to sod, landscape and irrigate the Parcel (all of said obligations to be completed within a reasonable amount of time under the circumstances, and allowing for any event or circumstance constituting impossibility of performance under Florida law), and thereafter the Owner shall continue to maintain the Parcel in a neat and attractive condition.

Section 3. Damage and Destruction.

(a) Immediately after damage or destruction by fire or other casualty to all or any part of the Master Association Common Area covered by insurance written in the name of the Master Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Master Association Common Area. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Master Association Common Area to substantially the same condition in which it existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes, other governmental requirements or as otherwise determined to be appropriate by the Board of Directors.

(b) Any damage or destruction to the Master Association Common Area other than the Amenities shall be repaired or reconstructed by the Master Association, unless the Voting Representatives representing 75% of the Parcel Interests decide within sixty (60) days after the casualty not to repair or reconstruct. Any damage or destruction to the Amenities shall repaired or reconstructed by the Master Association, unless the Voting Representatives representing 75% of the Parcel Interests that are entitled to use the Amenities decide within sixty (60) days after the casualty not to repair or reconstruct. Notwithstanding the foregoing, the Voting Representatives shall not have the authority to vote not to repair or reconstruct any roads, utilities and other basic infrastructure located on the Master Association Common Area. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Master Association within said period, then the period shall be extended until such funds or information shall be made available, No holder of any Mortgage or lien encumbering the Master Association Common Area shall have the right to participate in the

determination of whether the damage or destruction to the Master Association Common Area shall be repaired or reconstructed, unless otherwise agreed to by the Master Association in writing. No holder of any Mortgage or lien encumbering a Parcel, Exclusive Master Association Common Area, Community Common Area or Neighborhood Common Area shall have the right to participate in the determination of whether the damage or destruction to the Master Association Common Area shall be repaired or reconstructed.

Section 4. Disbursement of Proceeds. The proceeds of insurance shall be disbursed in payment of such repairs or reconstruction. Any proceeds remaining after defraying such costs of repair or reconstruction to the Master Association Common Area, shall be retained by and for the benefit of the Master Association and placed in a segregated capital improvement or reserve fund. This is a covenant for the benefit of any Mortgagee of a Parcel and may be enforced by such Mortgagee.

Section 5. Insufficient Proceeds. If the insurance proceeds and reserves designated for the Master Association Common Area that is damaged or destroyed are not sufficient to defray the cost of repair or reconstruction, and the Voting Representatives have not voted not to repair or reconstruct, the Board of Directors shall, without the necessity of a vote of the Members, levy a Master Association Special Assessment on the same basis as provided for Master Association General Assessments. Additional Master Association Special Assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

ARTICLE VII

No Partition

Except as is permitted in this Declaration or any amendments hereto, there shall be no judicial partition of the Master Association Common Area, nor shall any Person acquiring any interest in the Properties or any part thereof seek any judicial partition of the Master Association Common Area unless the Properties have been removed from the provisions of this Declaration. This Article shall not be construed to prohibit Developer from replatting property subject to this Declaration or the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring, leasing or otherwise obtaining an interest in real property which may or may not currently be subject to this Declaration.

ARTICLE VIII

Condemnation

If the Master Association receives any award or payment arising from any taking of the Master Association Common Area or any part thereof as a result of the exercise of the right of condemnation or eminent domain, the net proceeds thereof shall first be applied to the restoration of the remaining Master Association Common Area and improvements thereon to the extent possible under the circumstances and the remaining balance of such net proceeds, if any, shall then by held by the Master Association in a capital improvements or reserve fund. This is a covenant for the benefit of any Mortgagee of a Parcel and may be enforced by such Mortgagee.

ARTICLE IX

Annexation and Removal

Section 1. Acquisition of Additional Master Association Common Area For No Consideration. Prior to the Turnover Date, Developer or another Person may convey (without requiring payment of consideration) to the Master Association real property, improved or unimproved, located within or outside the boundaries of the real property described in Exhibit "A", which upon conveyance or dedication to the Master Association shall be deemed accepted by the Master Association and thereafter shall be operated and maintained by the Master Association at its expense for the benefit of all Owners. Subsequent to the Turnover Date, Developer or another Person may convey (without requiring payment of consideration) additional real property, improved or unimproved, located within or outside of the real property described in Exhibit "A" to the Master Association, upon approval of the Board. However, the Master Association shall pay all costs of closing any conveyance, including without limitation, documentary stamp tax and recording costs.

Section 2. Removal of Property. Developer reserves the right to amend this Declaration from time to time prior to the Turnover Date, in its sole discretion, without the prior notice or consent of any Person to remove any portions of the Properties then owned by Developer (or any affiliate of Developer) from the provisions of this Declaration and the jurisdiction of the Master Association, provided however, that Developer, concurrently with such removal shall grant and/or confirm such easements as are necessary or requisite relative to the reasonable maintenance and/or construction of those Parcels theretofore conveyed by Developer. However, in no event will removal of real property subjected to this Declaration result in a change in the relative shares of the Shared Costs of any Component set forth in Article I, Section 2(a) of this Declaration.

ARTICLE X

Rights and Obligations of the Master Association

Section 1. Maintenance and Indemnity. Notwithstanding the fact that Developer and/or a Builder may initially retain ownership of real property designated or intended to be Master Association Common Area, the Master Association shall, pursuant to this Declaration, be responsible for the management, maintenance, insurance and operation of the Master Association Common Area. The Master Association will indemnify, defend and hold harmless Developer and/or any applicable Builder and its/their successors and assigns, and their affiliates, partners, employees and agents, and the Master Association's directors, officers and committee members against and in respect of, and reimburse the same on demand for, any and all claims, demands, losses, costs, expenses, settlements, obligations, liabilities, damages, recoveries and deficiencies, including, but not limited to, interest, penalties, attorneys' and paralegals' fees, costs, inspection and testing fees, and other disbursements (even if incident to any appeals), Developer and/or any applicable Builder or its/their successors or assigns, and their partners, affiliates, officers, stockholders, directors, members, employees, or agents incur or suffer which arise, result from or relate to the ownership, operation or management of the Master Association Common Area or any other activities of the Master Association after the date this Declaration is recorded in the Public Records, other than any act resulting from the gross negligence or willful misconduct by Developer and/or any applicable Builder, or the parties to be indemnified hereby. To the extent necessary to fulfill its obligations hereunder, the Master Association shall levy a Master Association Special Assessment.

Section 2. Rules and Regulations. The Master Association through its Board of Directors, may adopt and enforce reasonable Rules and Regulations. The Rules and Regulations shall not contravene any right set forth in the Governing Documents or inferable therefrom. The Amenity Committee shall have the exclusive right to adopt reasonable Rules and Regulations concerning the Amenities. No Rules and Regulations may regulate the operations, maintenance or appearance of a Community or Neighborhood in

the Pulte Component, or the conduct of any Persons within the Pulte Component. No Rules and Regulations may regulate the operations, maintenance or appearance of the Commercial/Town Center/Ave Maria University Component or any Community therein, or the conduct of any Persons within the Commercial/Town Center/Ave Maria University Component. Each Community Association and Neighborhood Association within a Component shall have the right to adopt rules and regulations applicable to that Community and Neighborhood, respectively. No Rules and Regulations may regulate the operations, maintenance or appearance of the District or its properties unless otherwise agreed to by the District. The District shall have the right to adopt rules and regulations applicable to its properties.

Section 3. Implied Rights. The Master Association may exercise any other right or privilege granted expressly by the Governing Documents or reasonably inferable therefrom, or such other rights or privilege reasonably necessary to effectuate its responsibilities pursuant to the Governing Documents. However, the Board shall not interfere with any right, privilege, exemption or immunity of Developer or a Builder set forth in the Governing Documents or reasonably inferable therefrom.

Section 4. Governmental Interests. Developer reserves the right to designate areas within the Properties for any public facilities, and to permit use of the Master Association Common Area for polling places or emergency shelters in accordance with any agreement, including any interlocal agreement with the County, the District or other governmental agencies. The Master Association and Neighborhood Associations or Community Associations, to the extent authorized and delegated by the District, shall maintain and operate the Surface Water Management System within the Properties in accordance with the applicable permits and regulations of SFWMD and/or its successor, and neither Developer, Master Association, Community Associations, Neighborhood Associations, Builders nor any Owner shall take any action which modifies the Surface Water Management System in a manner which changes the flow or drainage of surface water not in accordance with the SFWMD Permits. The Master Association may perform the maintenance and operation of the Surface Water Management System based upon it being reimbursed for such costs by the District in accordance with the terms of any agreement between the Master Association and the District, or may undertake those responsibilities directly at its own cost. Any amendment which would affect the Surface Water Management System and conservation areas or easements, including the water management portions of the Master Association Common Area must have the prior approval of SFWMD and any other governmental authority with jurisdiction. All Owners acknowledge that due to ground water elevations, priorities established by governmental authorities, and other causes outside of the reasonable control of Developer and the Master Association, lake and underground water levels may fluctuate at certain times during the year and such fluctuations may be material. Neither Developer nor the Master 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.

Developer and/or the District shall establish such natural vegetative buffers and any jurisdictional wetland preserve and/or conservation tract as may be required by the South-Florida Water Management District. 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. If the buffer is located within a separate tract, the tract may be dedicated on the plat to the Master Association along with all maintenance responsibilities and, if necessary, to the County with no maintenance responsibilities. All Owners shall comply with the requirements of the County, the District and all governmental agencies or authority having jurisdiction.

Section. 5. Landscape Buffers and Conservation and Preservation Areas. Developer shall establish, by plat dedication to the District or by any other desirable means, 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 DRI Ordinance and/or any permit conditions of any state or federal agency or the District, and any such areas shall be maintained and monitored by the Master Association in accordance with all original permit conditions and/or DRI Ordinance requirements, or as required by the District.

CONSERVATION AREAS MAY BE THE RESPONSIBILITY OF THE MASTER ASSOCIATION BY DEDICATION ON A PLAT OR OTHERWISE. IN THAT EVENT, THEY SHALL BE THE PERPETUAL RESPONSIBILITY OF THE MASTER 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. IF THE MASTER ASSOCIATION IS OBLIGATED TO MAINTAIN THE CONSERVATION AREAS, THE MASTER ASSOCIATION SHALL BE OBLIGATED TO ENFORCE THESE RESTRICTIONS.

The Master Association may depart from the restrictions set forth above only if express permission is set forth in the applicable statute, permit or ordinance.

Section 6. Future Easements and Boundary Modifications. Developer reserves the right, in its sole discretion, to grant, modify or enter into easements, dedications, agreements, licenses, restrictions, reservations, covenants and rights of way, and to modify the boundary lines and plat or replat portions of the Master Association Common Area that are adjacent to Community Common Area or Neighborhood Common Area. The Master Association and any Community Association or Neighborhood Association agree to execute and deliver any and all agreements, documents, plats and instruments which are necessary or desirable to accomplish the same, including without limitation, deeds reconveying portions of the said property to Developer.

ARTICLE XI

Master Association Assessments

None of the Assessments referenced in this Article is an assessment by either the County or the District. The assessments referenced in this Article are those of the Master Association and are not liens of equal dignity to the government liens of County, Collier County School Board or District property taxes or County or District assessments.

Section 1. Creation of Assessments. There are hereby created Assessments for Master Association expenses as may from time to time specifically be authorized by the Board of Directors to be commenced at the time and in the manner set forth in Section 2 of this Article. The following types of assessments may be levied:

(a) Master Association General Assessments to fund Common Expenses as described in this Section and Section 3;

(b) Community Assessments and Neighborhood Assessments as described in Section 4;

(c) Master Association Special Assessments as described in Section 5;

(d) Master Association User Assessments as described in Section 6.

(e) Amenity Assessments, as described in Section 7.

Neither Parcels owned by Builders nor those Builders shall be obligated to pay Assessments until the Parcel contains a Unit which has received a certificate of occupancy ("CO") issued by the County. However, Parcels owned by Builders in the Pulte Component and Developer's Residential Component and those Builders shall be obligated to pay reserves and operating costs relating to the Amenities, notwithstanding that the Parcel does not contain a Unit which has received a CO. Builders shall be obligated to provide a copy of a CO to the Master Association within ten (10) days of receipt of same. Parcels owned by an Owner other than a Builder and those Owners shall be obligated to pay Assessments upon the recordation of this Declaration.

Notwithstanding the foregoing, neither Parcels owned by Ave Maria University nor Ave Maria University shall be obligated to pay Assessments until Ave Maria University has officially commenced its academic schedule for students at the campus located within Ave Maria. The Assessments not paid by Ave Maria University pursuant to such exemption shall be paid by Developer as part of its Developer Subsidy.

Each Parcel in the Pulte Component shall pay its share of the Pulte Component's share of the Shared Costs as set forth in Exhibit "D".

Each Parcel in the Developer's Residential Component shall pay its share of the Developer's Residential Component's share of the Shared Costs as set forth in Exhibit "D".

Each Parcel in the Commercial/Town Center/Ave Maria University Component shall pay its share of the Commercial/Town Center/Ave Maria University Component's share of the Shared Costs as set forth in Exhibit "D".

Each Parcel owned by a Pulte Owner shall pay its share of the Master Association Special Assessments relating solely to the Pulte Component as set forth in Exhibit "D".

Each Parcel owned by a Developer's Residential Owner shall pay its share of Master Association Special Assessments relating solely to the Developer's Residential Component as set forth in Exhibit "D".

Each Parcel owned by an Owner in the Commercial/Town Center/Ave Maria University Component, other than Ave Maria University, shall pay its share of the Master Association Special Assessments relating solely to the Commercial/Town Center portion of the Commercial/Town Center/Ave Maria University Component as set forth in Exhibit "D".

Community Assessments, Neighborhood Assessments, Master Association Special Assessments, and Master Association User Assessments shall be levied as provided in Sections 4, 5 and 6 below. Each Owner, by acceptance of a deed, is deemed to covenant and agree to pay Assessments in a timely manner. All Assessments, together with any interest which may be charged as computed from the due date until paid (at a rate not to exceed the highest rate allowed under Florida law), and late charges, costs, and reasonable attorney's fees, shall be an automatic charge and continuing lien on each Parcel. Each Assessment, together with interest, late charges, costs, and reasonable attorney's fees, shall also be the personal obligation of the Owner at the time the Assessment was levied and any successor grantee shall be jointly and severally liable for such portion thereof as may be due and payable prior to the time of such conveyance. Provided, however that no first Mortgagee (or the designee of such first Mortgagee) who obtains fee title to a Parcel through foreclosure or by the acceptance of a deed in lieu of foreclosure shall be liable for unpaid Assessments which accrued prior to such acquisition of title, unless the first Mortgage is recorded after the Master Association's Claim of Lien. However, a third party (i.e., a Person other than the first Mortgagee or the successor or assign of such first Mortgagee) who acquires title pursuant to a foreclosure sale shall be liable for unpaid Assessments accrued prior to acquisition of the Parcel. Regardless of any restrictive endorsement to the contrary, all payments by the Owner or on the Owner's behalf shall be applied first to any interest accrued, then to any late fees, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent Assessments in the order that they came due.

The Master Association shall, within fifteen (15) days of receipt of a written demand by an Owner or the Owner's authorized agent, furnish a certificate signed by an officer or authorized agent of the Master Association setting forth what amounts have been paid or remain unpaid as to any particular Parcel. All persons other than the Owner shall be entitled to rely upon the certificate. The Master Association may require the advance payment of a processing fee for the issuance of such certificate.

All Assessments shall be paid in such manner and on such dates as may be fixed from time to time by the Board of Directors, which may include, without limitation, acceleration of any Assessments for the balance of the fiscal year resulting from delinquencies. The Board shall determine if the Assessments, whether in whole or in part, shall be due and payable annually or quarterly.

Except as otherwise provided for in this Declaration, no Owner may waive or otherwise exempt himself from liability for any Assessments for any reason, including without limitation, non-use of the Master Association Common Area or abandonment of the Parcel. The obligation to pay Assessments is a separate and independent covenant on the part of the Owner. No diminution or abatement of Assessments or set-off shall be claimed or allowed by reason of, without limitation: any alleged failure of the Master Association or Board to take some action or perform some function required to be taken or performed by the Master Association or the Board of Directors pursuant to the Governing Documents; inconvenience or discomfort arising from the making of repairs or improvements which are the Master Association's responsibility or to comply with any law, ordinance, or any order or directive of the County or other governmental authority.

Section 2. Developer's Assessment Obligations. Notwithstanding anything to the contrary, at any time prior to the Turnover Date, Developer may elect to : (a) pay Assessments on Parcels owned by Developer equal to the number of Parcels on the then current site plan approved by Developer; or (b) not pay Assessments on any Parcels and in lieu thereof, for such fiscal year (or portion thereof), to pay the Master Association's actual operating expenses incurred (either paid or payable) exclusive of capital improvement costs, reserves, Master Association Special Assessments and Amenity Assessments, but inclusive of Shared Costs. The amount so determined shall then be reduced by revenues earned (either received or receivable) from all sources (including, without limitation, Assessments, interest, late

charges, fines, charges and other income sources). The option described in (b) above shall be referred to herein as the "Developer Subsidy". The "Developer Subsidy" shall not include amounts owed by the Master Association for any Master Association "Bulk Agreement" for cable television, electronic monitoring or other telecommunications services entered into pursuant to Article XVI hereof. In no event shall the "Developer Subsidy" extend beyond the Turnover Date.

If Developer fails to make an election prior to the beginning of any fiscal year, it shall be deemed to elect to pay the Developer Subsidy unless it subsequently notifies the Master Association in writing that it wishes to pay Assessments on some or all of its Parcels. Developer's obligations hereunder may be satisfied in the form of a cash subsidy or by "in kind" contributions of services or materials or a combination of a cash subsidy and "in kind" contributions. Developer shall not be obligated to fund the Developer Subsidy until it is necessary for the Master Association to fund cash expenditures.

After the Turnover Date, Developer shall pay Assessments on its Parcels.

Section 3. Computation of Budget. It shall be the duty of the Board of Directors to annually prepare budgets covering all anticipated Common Expenses. "Common Expenses" shall mean and refer to all expenses that are properly incurred by the Master Association pursuant to the Governing Documents and Florida law, including expenses incurred by the Master Association pursuant to any interlocal or other agreement for the maintenance and operation of District property or the provision of District services. The budget shall separately set forth the various types of Assessments described in this Declaration.

The budgets may but shall not be required (with the exception of reserves for the Amenities) to establish a reserve fund (as described in Sections 7 and 9 of this Article). In the event a reserve fund is established and Developer has obligated itself to pay the Developer Subsidy, Developer shall have no obligation to pay any portion of the Assessments which are to be contributed to the reserve funds.

The Board may include a "Community Event Fund" as a line item in the Master Association's operating budget to fund community-wide events as are approved by the Board. Any balance remaining in the Community Event Fund at the end of a fiscal year may be carried forward to the subsequent fiscal year. The "Community Event Fund" shall not be considered a reserve fund.

In addition, if Developer has obligated itself to pay the Developer Subsidy, Developer shall have no obligation to pay any Master Association Special Assessment.

In the event the Board fails for any reason so to determine the budget for any fiscal year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding fiscal year shall continue for the current fiscal year; provided, however, that upon the adoption of a new budget, the same shall be deemed retroactive to the beginning of the then current fiscal year and each affected Owner shall pay the increase, if any, from the beginning of the fiscal year to the date of the next installment payment in the manner determined by the Board of Directors.

Parcels owned by Builders or Ave Maria University which become subject to Assessments during the course of a fiscal year shall only be required to pay Assessments on a prorated basis based on the number of months remaining in the fiscal year in which such Parcels become subject to Assessments. The Board shall cause a copy of the budgets and notice of the amount of the annual Assessments to be levied against each Parcel for the following fiscal year to be delivered to each Owner at least thirty (30) days prior to the beginning of the fiscal year. However, the Board's failure to meet that time deadline or any other time deadline set forth in this Declaration with respect to the budgeting process shall not

invalidate the budget or be used as a defense to payment by an Owner who is delinquent in the payment of any Assessment provided in this Declaration.

In the event Assessments and other sources of revenue to the Master Association in excess of the Master Association's actual expenses are collected in any fiscal year, the Board of Directors, in its sole discretion, may refund such excess to the Members or credit the surplus to the Members for the next fiscal year's Assessments.

Section 4. Computation of Community Assessments and Neighborhood Assessments. The Board may, with the assistance of the Community Associations, Neighborhood Associations, and Neighborhood Committees annually prepare a separate budget covering the estimated expenses that are unique to a Community or Neighborhood at least thirty (30) days prior to the beginning of each fiscal year. In their discretion, the Community Associations, Neighborhood Associations and (if created) Neighborhood Committees shall submit to the Board a proposed budget a minimum of sixty (60) days prior to the beginning of the fiscal year. The Board and its directors, officers, employees and agents shall not be responsible for the adequacy of the Community Assessments and Neighborhood Assessments. The provision for Community Assessments and Neighborhood Assessments shall not require the Master Association to budget for such assessments (except for a Neighborhood that does not have a Neighborhood Association and has expenses unique to that Neighborhood), but rather gives the Master Association the authority to budget for and collect Community Assessments and Neighborhood Assessments if the Board deems that necessary and desirable. As long as Pulte Home Corporation or DiVosta Homes, L.P. own any real property in Ave Maria, the Board shall not adopt Community Assessments or Neighborhood Assessments that are applicable solely to any portion of the Pulte Component without the prior written approval of Pulte Home Corporation (or DiVosta Homes, L.P. if Pulte Home Corporation no longer owns any real property in Ave Maria).

Section 5. Master Association Special Assessment. The Board of Directors may levy Master Association Special Assessments from time to time for unanticipated costs and expenses, but as long as the Developer Subsidy is in effect, Master Association Special Assessments shall not be levied except for the purpose of paying for uninsured casualty losses (provided that the Board has obtained the insurance coverage required by Article VI of this Declaration) or for non-recurring expenses. Subsequent to the Turnover Date, any Master Association Special Assessment shall require the affirmative vote or written consent of the Voting Representatives representing a majority of the Parcel Interests, unless the Master Association Special Assessment is required to pay for any necessary maintenance, repair, replacement or insurance of any Master Association Common Area, and any action or obligation required or imposed by the County, District or any other governmental or quasi-governmental authority. Master Association Special Assessments pursuant to this paragraph shall be payable by Owners in such manner and at such times as determined by the Board of Directors, and may be payable in installments extending beyond the fiscal year in which the Master Association Special Assessment is approved, if the Board so determines. Master Association Special Assessments may be commingled with the remainder of the Master Association's Assessments, but the Master Association shall be required to keep a separate ledger. The Master Association shall not utilize any Master Association Special Assessment for other than its stated purpose without the affirmative vote or written consent of Voting Representatives representing a majority of the Parcel Interests. If Developer has obligated itself to pay the Developer Subsidy, it shall not be obligated to pay Master Association Special Assessments. The Board may levy Master Association Special Assessments applicable to a specific Community or Neighborhood in which case all references set forth above to "the affirmative vote or written consent of Voting Representatives representing a majority of the Parcel Interests" (in the context of a post-Turnover Date Master Association Special Assessment) shall be understood to read, "the affirmative vote or written consent of Community Voting Representatives (or Neighborhood Voting Representatives) representing a majority of the Parcel Interests

in the applicable Community or Neighborhood, as the case may be. Notwithstanding the foregoing, as long as Pulte Home Corporation or DiVosta Homes, L.P. own any real property in Ave Maria, the Board may not levy Master Association Special Assessments that are applicable solely to any portion of the Pulte Component without the prior written approval of Pulte Home Corporation (or DiVosta Homes, L.P. if Pulte Home Corporation no longer owns any real property in Ave Maria).

Section 6. Master Association User Assessments. The Master Association may levy a Master Association User Assessment against any Owner individually and against such Owner's Parcel to reimburse the Master Association for costs incurred in providing landscape maintenance, pest control, cable television service, telecommunications or electronic monitoring or other services so provided to Owners by or through the Master Association, at the Master Association's option. Additionally, a Master Association User Assessment may be levied against the Owner and the Owner's Parcel to reimburse the Master Association for any expenses incurred to bring the Owner's Parcel into compliance with the provisions of the Governing Documents, which Master Association User Assessment will be levied upon the vote of the Board. Fines levied by the Master Association shall not be considered individual Master Association User Assessments unless expressly permitted by the Act. Amenity Fees shall also be considered Master Association User Assessments. Ave Maria University shall not be obligated to pay Master Association User Assessments unless it agrees to receive services from the Master Association as described in this Section 6. However, the preceding sentence shall not excuse Ave Maria University from paying Shared Costs as set forth in this Declaration.

Section 7. Amenity Assessments. The Master Association shall adopt Amenity Assessments in such amounts as are established by the Amenity Committee against the Owners who are entitled to use the Amenities, for the costs of operating, maintaining, repairing, replacing and insuring the Amenities, and for all other expenses properly incurred in connection with the Amenities. Provided, however, that: (i) the Owners of any rental apartments located within Exhibit "A-6" shall not be obligated to pay any Amenity Assessments that do not relate to the Park Amenities; and (ii) the Workforce/Affordable Housing Owners shall not be obligated to pay any Amenity Assessments that do not relate to the Park Amenities unless the Workforce/Affordable Housing Owners have obtained full use rights to the Non-Park Amenities pursuant to Article I, Section 2(a) of this Declaration. The Amenity Assessments shall include any reserves allocated to the Amenities. If Developer has obligated itself to pay the Developer Subsidy, it shall not be obligated to pay Amenity Assessments on its Parcels. The Board may adopt Master Association Special Assessments specifically relating to the Amenities against the Owners who are entitled to use the Amenities in such amounts and due dates as established by the Amenity Committee, but in no case shall the Owners of any rental apartments located in Exhibit "A-6" be obligated to pay any Master Association Special Assessments that do not relate to the Park Amenities.

Section 8. Lien for Assessments. Upon recording of a Claim of Lien on any Parcel, the Clam of Lien shall relate back to the recording of this Declaration, and there shall exist a perfected lien for unpaid Assessments, interest, late charges, attorney's fees and costs, which shall be considered prior and superior to all other liens, regardless of when recorded, except (1) all taxes, assessments, and other levies which by law would be superior thereto; and (2) the lien of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages), unless the first Mortgage was recorded subsequent to the Master Association's Claim of Lien. The Claim of Lien may be foreclosed in equity in the same manner as a mortgage, after thirty (30) days prior written notice has been given to the Owner of the Master Association's intent. The Master Association may also bring an action at law for a money judgment for all unpaid Assessments, interest, late charges, attorney's fees and costs, without waiving the Master Association's ability to foreclose its Claim of Lien, either independently or in connection with the foreclosure.

The Master Association, acting on behalf of its Members, shall have the power to bid for any Parcel whose Claim of Lien is being foreclosed, at the foreclosure sale and to acquire and hold, lease, mortgage, and convey the same, without any need for consent from the Master Association's Members, or any third party. During the period in which a Parcel is owned by the Master Association following acquisition by foreclosure sale: (a) no right to vote shall be exercised on its behalf; (b) no Assessments shall be levied on it; and (c) each other Parcel shall be charged, in addition to its usual Assessments, its equal pro rata share of the Assessments that would have been charged against such Parcel had it not been acquired by the Master Association.

None of the liens for any of the assessments referenced in this Article XI is an assessment levied and imposed by the County, District or any other applicable local government with jurisdiction over the Properties. None of these assessments constitutes a lien coequal with the lien of State, County, Municipal, District and Collier County School Board taxes.

Section 9. Reserve Budget. The Board of Directors may, but shall not be obligated to, annually prepare a reserve budget in reasonable amounts and in such categories as are determined by the Board of Directors for deferred maintenance and repair, including maintenance of all Master Association Common Areas, and emergency repairs as a result of casualty losses. The Board may set the required reserves in an amount sufficient to permit meeting the projected needs of the Master Association, as shown on the budget, with respect both to amount and timing over the period of the budget. The reserve requirement, if any, may be fixed by the Board and included within and distributed with the proposed budget, as provided in Section 2 of this Article. Reserves shall be segregated and used solely as determined by the Board of Directors. Notwithstanding the foregoing, any reserves allocated to the Amenities shall be established, determined and used in the discretion of the Amenity Committee and segregated from other reserves. The Board shall be obligated to include the reserves allocated to the Amenities in the Master Association's budget as established by the Amenity Committee. If Developer has obligated itself to pay the Developer Subsidy, it shall not be obligated to pay Assessments for any reserve fund, including without limitation, any reserve fund for the Amenities.

Section 10. Subordination of the Lien to First Mortgages. The lien of all of the Master Association's Assessments, including interest, late charges, and costs (including attorney's fees) as provided herein, shall be subordinate to the lien of any first Mortgage upon any Parcel held by a Mortgagee, provided that the first Mortgage was recorded prior to the Claim of Lien. The sale or transfer of any Parcel shall not affect the validity of any lien for Assessments. However, the sale or transfer of any Parcel pursuant to judicial or non-judicial foreclosure or transfer of title by deed in lieu of foreclosure of any first Mortgage shall extinguish the lien for such Assessments as to payments which became due prior to such sale or transfer. The extinguishment of the lien shall not relieve the Owner from personal liability for amounts owed to the Master Association. No sale or transfer shall relieve the Parcel from the continuing lien for any Assessments thereafter becoming due. Any such unpaid share of Assessments shall be deemed to be Common Expenses collectible from Owners of all Parcels who were obligated to pay the Assessments, including the Parcel so acquired.

Section 11. Contributions to Working Capital Upon Initial Conveyance and Upon Re-Conveyances. After the date this Declaration is recorded in the Public Records, upon the initial conveyance of title from Developer and each subsequent conveyance of title of each Parcel (excluding any conveyance by Developer to a Builder or any other exempt conveyance as set forth below), a non-refundable contribution shall be made by the purchaser of such Parcel to the working capital of the Master Association, to be used to pay the Master Association's operating and other expenses. The working capital contribution for the first fiscal year in which this Declaration is recorded shall be

$250.00. Developer may increase the working capital contribution in subsequent fiscal years, but the amount shall not increase by more than ten percent (10%) over the previous year. Subsequent to the Turnover Date, the Master Association shall determine the amount of the working capital contribution, subject to the same ten percent (10%) limit on increases from year to year. Developer, its subsidiaries, affiliates, successors and assigns shall be exempt from payment of the contributions required by this Section. The contributions required by this Section shall constitute an Assessment against the Parcel and shall be subject to the same lien rights and other rights of collection applicable to all other Assessments under this Article. The following types of re-sales shall be exempt from payment of the contributions required by this Section: (a) by a co-Owner to any Person who was a co-Owner immediately prior to such conveyance; (b) to the Owner's spouse, estate, surviving spouse or child upon the death of the Owner; (c) to an entity owned by the Owner, and/or the Owner's spouse, provided upon subsequent re-conveyance the contribution shall become due; (d) to a Mortgagee or the Master Association pursuant to a Final Judgment of Foreclosure or deed in lieu of foreclosure, provided upon the subsequent re-conveyance the contribution shall become due; and (e) to the County, District, SFWMD or any other governmental or quasi-governmental agency.

Section 12. Exempt Property. Notwithstanding anything to the contrary herein, the following property shall be exempt from payment of Assessments:

(a) all Master Association Common Area, Community Common Area, Neighborhood Common Area, and any Parcel owned by the Master Association;

(b) all property dedicated or deeded to or owned by the County, District, SFWMD, any governmental or quasi-governmental authority, taxing district, or public utility; and

Section 13. Use of Assessments. Funds generated by one (1) type of Assessment shall not be used for expenses for which another type of Assessment is levied (except in the case of Master Association Special Assessments when use for an alternate purpose is authorized by the applicable Voting Representatives).

Section 14. Collection of Master Association Assessments By Community Associations and Neighborhood Associations. The Master Association may require that the Community Associations and Neighborhood Associations collect Assessments on behalf of the Master Association, but solely as an administrative convenience. If the Master Association requires, each Community Association and Neighborhood Association shall invoice its members for the Assessments payable to the Master Association for the Parcels the applicable association operates and remit all amounts collected to the Master Association when the Assessment is due. Within ten (10) days after the due date, the Community Associations and Neighborhood Associations shall provide the Master Association with a list of those Owners who have failed to pay the Assessments. Collection of delinquent Assessments, whether by foreclosure of a Claim of Lien and/or money judgment, shall remain the Master Association's obligation. None of the Assessments of the Master Association (or any of the other assessments referenced in this Article XI) may be collected or enforced by a local government or the Tax Collector of Collier County or both. Notwithstanding the foregoing, as long as Pulte Home Corporation or DiVosta Homes, L.P. own any real property in Ave Maria, no Community Association or Neighborhood Association in the Pulte Component shall be obligated to collect Assessments on behalf of the Master Association without the prior written consent of Pulte Home Corporation (or DiVosta Homes, L.P. if Pulte Home Corporation no longer owns any real property in Ave Maria).

ARTICLE XII

Components, Communities and Neighborhoods

Developer will designate various Components, Communities and Neighborhoods in Ave Maria pursuant to Supplemental Declarations to reflect the various uses and product types, including, without limitation, the Pulte Component, Developer's Residential Component and the Commercial/Town Center/Ave Maria University Component. It is Developer's intent that except as set forth in the last paragraph in Article XIII below, the Master Association will not have jurisdiction and management over the operations, maintenance, and appearance of the Pulte Component, Developer's Residential Component, Commercial/Town Center/Ave Maria University Component, and any Communities and Neighborhoods located therein. Those Components and any Communities or Neighborhood located therein will have sufficient budgets, management expertise and an organizational structure that merits such degree of autonomy and independence. Parcels may be located in a Component, Community or Neighborhood which are subject to additional conditions and restrictions, including, without limitation, declarations, articles, bylaws and rules and regulations.

ARTICLE XIII

Architectural Review

The size of and varied uses in Ave Maria requires Developer to create a scheme for architectural review that differs from smaller and less complicated planned developments. Architectural standards and architectural review procedures shall be set forth in Supplemental Declarations for Communities, Neighborhoods and other areas within Ave Maria and in the Rules and Regulations (any such architectural standards and architectural review procedures shall be referred to herein as the "Architectural Standards"). Ave Maria will consist of some Communities and Neighborhoods developed and constructed by Builders who receive blanket architectural review approvals from Developer for particular commercial or residential housing products. Developer shall have sole authority to enforce Architectural Standards against Builders with respect to initial construction of Units, Neighborhoods and Communities and any subsequent alterations made by Builders. Ave Maria University shall be exempt from architectural review oversight except to the extent that it contractually or otherwise voluntarily agrees to be bound by Developer's architectural review oversight. Architectural review oversight and enforcement with respect to alterations to initial construction by Owners, Community Associations and Neighborhood Associations shall be delegated to the applicable Community Associations and Neighborhood Associations pursuant to Supplemental Declarations, while such authority shall remain in the Master Association with respect to Neighborhoods that do not have a Neighborhood Association. Owners, Community Associations and Neighborhood Associations shall comply with the Architectural Standards set forth in the applicable Supplemental Declarations. The Master Association shall have the authority to enforce, by equitable or legal means all provisions in a Supplemental Declaration to the extent violations are permitted to occur by Community Associations and Neighborhood Associations.

Notwithstanding the foregoing, no Owner whose Parcel is located within two hundred (200) feet of Ave Maria Boulevard shall do any of the following in a manner that detracts from the appearance of Ave Maria or interferes with the rights of other Owners to use and enjoy their property without unreasonable annoyance: (i) alter or neglect to maintain his Unit; (ii) create or permit to be created a nuisance; (iii) install or permit to be installed lighting or signage. However, Developer shall retain the sole authority to enforce Architectural Standards with respect to any alteration a Builder makes to a Unit.

ARTICLE XIV

Use Restrictions

The size and complexity of Ave Maria does not permit Developer to create many use restrictions that apply to all Parcels. In order to preserve flexibility, Developer will impose or permit to be imposed various use restrictions for particular Communities, Neighborhoods, Parcels or other designated areas within Ave Maria. Such use restrictions shall be set forth in Supplemental Declarations. The Supplemental Declarations shall provide that Developer and/or Master Association is/are entitled to enforce the terms and conditions thereof to the extent violations are permitted to occur by the applicable Community Association, Neighborhood Association or Owner; and that consent of Developer and/or Master Association is required for certain types of amendments. Set forth below are certain use restrictions that are applicable to all Parcels and those that are applicable only to certain Parcels.

Section 1. Animals and Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept in the Pulte Component, Developer's Residential Component, the Workforce/Affordable Housing Area, and any rental apartments, except dogs, cats, or other usual and common household pets are permitted. Pets which are permitted to roam freely on the Master Association Common Area, or, in the sole discretion of the Master Association, endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Parcels shall be removed upon request of the Board. If the Owner fails to honor such request, the Master Association may take any legal action within its disposal. In lieu thereof, the Board may, but shall not be required to, seek governmental intervention to remove the animal. No pets shall be kept, bred, or maintained for any commercial purpose in the Pulte Component, Developer's Residential Component, the Workforce/Affordable Housing Area, and any rental apartments. Owners shall be responsible for cleaning up after their pets.

Section 2. Wetlands, Lakes, And Other Portions Of The Surface Water Management System. All wetlands within the Properties shall be left in their natural state and no alteration thereof or construction thereon shall be permitted unless otherwise permitted by the Board of Directors, which must first obtain written approval from the District. However, the District may alter wetlands or construct improvements thereon with thirty (30) days prior written notice to the Master Association, but approval from the Master Association is not required. All lakes, bodies of water and other aspects of the Surface Water Management System are intended to be used for drainage, water retention, aesthetic or other uses required or permitted by the SFWMD Permits, and no other use thereof, including, without limitation, swimming, playing, or use of watercraft or personal flotation devices, shall be permitted. No docks may be constructed by any Person other than Developer or the Master Association on or adjacent to any lakes or other bodies of water. No Owner, Community Association or Neighborhood Association, nor the Master Association is permitted to draw water from a lake or other portion of the Surface Water Management System. The Master Association shall not be responsible for any loss, damage, or injury to any Person or property arising out of the authorized or unauthorized use of lakes or other bodies of water within the Properties. Any lakes utilized in connection with any centralized irrigation system operated by the Master Association are not a part of the Surface Water Management System.

Section 3. Firearms. The discharge of firearms of any type within the Properties is prohibited. The term "firearms" includes "B-B" guns, paint ball guns, pellet guns, and other firearms of all types, regardless of size. Additionally, the use of bows, arrows, cross bows or any similar type equipment is prohibited unless it is included in a sanctioned, competitive event.

Section 4. Tents, Trailers, Mobile Homes and Temporary Structures. No tent, trailer or other structure of a temporary nature shall be placed upon the Master Association Common Area without

the prior written approval of the Master Association. Mobile homes are prohibited. The foregoing shall not prevent the use of temporary modular facilities for student housing, classrooms or related purposes for Ave Maria University. The Master Association, Developer and Builders shall be permitted to install tents, trailers and temporary structures in their discretion for construction, events and sales purposes.

Section 5. Vehicles. The Board of Supervisors shall have the authority to determine (or may delegate to the Master Association such authority which may be later withdrawn) the types of vehicles that are permitted to use roads and other real property owned by or dedicated to the District, and regulate the use of those permitted vehicles thereon. The Board of Directors shall have the authority to determine the types of vehicles that are permitted to use roads and other real property owned by or dedicated to the Master Association, and regulate the use of those permitted vehicles thereon. Community Documents and Neighborhood Documents shall set forth the types of vehicles that are permitted to use roads and other real property within a Community or Neighborhood that are not otherwise owned by or dedicated to the District or Master Association, and the use of those permitted vehicles thereon. Notwithstanding the foregoing, there shall be no prohibition on the use in Ave Maria of automobiles, vans, sport utility vehicles and pick-up trucks that are used for the primary purpose of transportation of passengers and their personal goods and that do not have commercial markings, racks or tools in the bed, and vehicles used by or on behalf of the District, County, Ave Maria University, Master Association, Community Associations, Neighborhood Associations and Neighborhood Committees.

Section 6. Golf Carts. The District shall regulate use of golf carts on any roads dedicated or deeded to the District. The Master Association shall regulate use of golf carts on the Master Association Common Area. Use of golf carts within a Community or Neighborhood shall be subject to the provisions of Community Documents and Neighborhood Documents.

ARTICLE XV

Acquisition of Master Association Common Area

Section 1. Construction of Master Association Common Area. Developer will initially construct, furnish and equip the Master Association Common Area (other than the Amenities that will be constructed by a Builder), provided however, Developer in its sole discretion may arrange for the Master Association to lease some or all of the furniture, fixtures and equipment required for the operation and/or maintenance of the Master Association Common Area. The Master Association Common Area shall not be mortgaged without approval of Voting Representatives representing sixty-seven percent (67%) of the Parcel Interests. Approval of the Class "A" Members shall not be required for a conveyance of Master Association Common Area from Developer or other Person to the Master Association, nor for a conveyance of Master Association Common Area (other than the Amenities) from Developer, Master Association or other Person to the District.

Section 2. Transfer of Master Association Common Area. On or before the Turnover Date, Developer or other Person shall convey a property interest in the Master Association Common Area to the Master Association. Property interests transferred to the Master Association by Developer may include fee simple title, easements, leasehold interests and licenses to use. Any property or interest in property transferred to the Master Association by Developer or other Person may impose special restrictions governing the uses of such property and special obligations on the Master Association with respect to the maintenance of the property. Any conveyance of fee simple title to the Master Association Common Area shall be by Quit Claim Deed subject to this Declaration, zoning and other regulations imposed by governmental authorities, taxes for the year of the transfer and all subsequent years and any and all encumbrances, easements, dedications, agreements, licenses, restrictions, rights of way and other

matters now or hereafter affecting title, except that the Master Association Common Area shall be conveyed free and clear of Mortgages or other liens. Any leases, installment sales, or secured interests granted with respect any personal property in the Master Association Common Area shall not be considered a Mortgage or lien. Developer or other Person shall not be obligated to provide the Master Association any survey, title insurance or abstract in connection with the conveyance of the Master Association Common Area. Developer or other Person shall not be required to formally tender the Quit Claim Deed to the Master Association prior to its recordation. The Master Association shall pay all costs of closing the conveyance, including without limitation, documentary stamp tax and recording costs.

THE MASTER ASSOCIATION SHALL ACCEPT "AS IS, WHERE IS" THE CONVEYANCE OF THE MASTER ASSOCIATION COMMON AREA AND ANY PERSONAL PROPERTY CONTAINED THEREIN 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 MASTER ASSOCIATION AND ALL OWNERS RELEASE DEVELOPER OR ANY OTHER PERSON WHO CONSTRUCTS OR CONVEYS SUCH PROPERTY FROM ANY CLAIMS AND WARRANT THAT NO CLAIM SHALL BE MADE BY THE MASTER ASSOCIATION, COMMUNITY ASSOCIATIONS, NEIGHBORHOOD ASSOCIATIONS OR ANY OTHER ASSOCIATION OR 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.

Section 3. Operation of Master Association Common Area. Prior to the conveyance of all of the Master Association Common Area to the Master Association as provided above, Developer may obligate the Master Association to operate, maintain, insure, repair and replace the Master Association Common Area, such operation, maintenance, insurance, repair and replacement to be funded as provided in this Declaration.

ARTICLE XVI

Central Cable, Telecommunications, Intranet, Internet and Security Issues

Section 1. Bulk Rate Agreement. The Master Association may, but shall not be obligated to, enter into a bulk rate cable television, telecommunications, intranet, Internet and electronic monitoring services agreement or agreements (referred to herein individually or collectively as a "Bulk Agreement") for all or a portion of the Properties. If a Bulk Agreement is entered into, all property subject to the Bulk Agreement shall be charged for basic cable, intranet, internet, electronic monitoring and other related telecommunication services, regardless of whether such services are desired. The fee for services under the Bulk Agreement shall be billed as part of a Master Association User Assessment. It is anticipated that if a Bulk Agreement for cable television and telecommunications is entered into by the

Master Association, tier channels, remotes, pay channels and certain telecommunication services offered by the provider but that are not part of the "bulk services" provided to all Owners will be available on an individual optional subscriber basis.

Section 2. Disclaimer Regarding Security. **DEVELOPER, THE MASTER ASSOCIATION, BUILDERS, COMMUNITY ASSOCIATIONS AND NEIGHBORHOOD ASSOCIATIONS, AND THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, AND THEIR AFFILIATES, SUCCESSORS, ASSIGNS, LICENSEES AND FRANCHISEES (INDIVIDUALLY OR COLLECTIVELY KNOWN AS THE "RELEASED PARTIES"), MAY, BUT SHALL NOT BE OBLIGATED TO, MAINTAIN OR SUPPORT CERTAIN ACTIVITIES WITHIN THE PROPERTIES DESIGNED TO ATTEMPT TO MAKE THE PROPERTIES SAFER THAN THEY OTHERWISE MIGHT BE. NONE OF THE RELEASED PARTIES SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTIES, NOR SHALL THEY BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS AND OCCUPANTS OF ANY UNIT, LESSEES, GUESTS AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE RELEASED PARTIES DO NOT REPRESENT OR WARRANT THAT ANY SECURITY SYSTEM WILL NOT BE COMPROMISED OR CIRCUMVENTED, THAT IT WILL PREVENT ANY CRIME, THAT ANY SECURITY SYSTEM WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP, OR OTHERWISE, NOR THAT A SECURITY SYSTEM WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER AND OCCUPANT OF ANY UNIT, AND EACH LESSEE, GUEST AND INVITEE OF AN OWNER, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE RELEASED PARTIES ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY UNIT AND EACH LESSEE, GUEST AND INVITEE OF ANY OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, PARCELS, UNITS AND TO THE CONTENTS OF UNITS AND FURTHER ACKNOWLEDGES THAT THE RELEASED PARTIES HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER, OCCUPANT, LESSEE, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTIES.**

ARTICLE XVII

General Provisions/Amendments.

Section 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 Master Association, SFWMD, District, Developer and any Owner, their respective legal representatives, heirs, successors and assigns, for an initial period to expire on the thirtieth (30th) anniversary of the date of recordation of the Declaration (as amended to that date by 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 thirty (30) year periods. The number of thirty (30) year renewal periods hereunder shall be unlimited, with this Declaration being renewed and extended upon the expiration of each thirty (30) year renewal period for an additional thirty (30) 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 thirty (30) year renewal period, ninety percent (90%) of the Parcel Interests, at a duly held meeting of members of the Master Association, vote in favor of terminating this Declaration at the end of its then current term. A vote to terminate this Declaration shall require direct voting by Owners. It shall be required that written notice of any meeting at which such proposal will be considered, shall be given at least forty-five (45) days in advance of said meeting. If the members vote to terminate this Declaration, the President and Secretary of the Master Association shall execute a certificate which shall set forth the resolution of termination so adopted, the date of the meeting of the Master 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, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration. However, nothing in this Declaration shall be construed to permit termination of any easement or dedication created in this Declaration without the consent of the holder of such easement or dedication. In the event of termination, dissolution or final liquidation of the Master Association, the responsibility for the operation and maintenance of the Properties, including the Surface Water Management System, any property or easements and related improvements that are dedicated to the Master Association, a Community Association or Neighborhood Association by plat, shall be transferred to and accepted by an entity that is acceptable to any applicable governmental or quasi-governmental authorities, prior to such termination, dissolution or liquidation.

Section 2. Proposal. Amendments to this Declaration may be proposed at any time by the Board, or after the Turnover Date, by written petition signed by the Voting Representatives representing twenty-five percent (25%) of the Parcel Interests. The proposed amendments must be submitted to a vote of the Voting Representatives not later than the next annual meeting.

Section 3. Vote Required. Except as otherwise provided by law, or by specific provision of the Governing Documents, this Declaration may be amended: (a) prior to the Turnover Date, if the proposed amendment is approved by the Voting Representatives representing at least sixty-seven percent (67%) of the Parcel Interests assigned to the Class "A" Members and by Developer, and (b) after the Turnover Date, by Voting Representatives representing at least sixty-seven percent (67%) of the Parcel Interests at any annual or special meeting, provided that the text of each proposed amendment has been given to the Voting Representatives with notice of the meeting. Any amendment to any of the provisions governing the following shall also require approval of fifty-one percent (51%) of the Eligible Mortgage Holders (as defined in Article XVIII, Section 1 herein) holding mortgages on Parcels in the Properties: hazard or fidelity insurance requirements; restoration or repair of any Master Association Common Area or Exclusive Master Association Common Area (after damage or partial condemnation) in a manner other than that specified in this Declaration; and any provisions that expressly benefit mortgage holders, insurers or guarantors. Except as such rights are reserved by Developer (or to Pulte in Exhibit "D"), no amendment shall: increase the proportion or percentage by which any Parcel or Component shares Assessments or Shared Costs, respectively; materially, adversely alter the proportionate Parcel Interests assigned to a Parcel; convert a Parcel into Master Association Common Area or Exclusive Master Association Common Area; or redefine a Parcel's boundaries, unless the Master Association obtains the prior written consent and joinder, in recordable form, of all Owners and all holders of a lien against that Parcel.

Section 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 the President or Vice President of the Master Association with the formalities of a deed. The amendment shall be effective when the certificate is recorded in the Public Records.

Section 5. Limitations on Amendments. Prior to the Turnover Date, no amendment adopted by the Voting Representatives representing the Class "A" Members shall be effective without the prior written consent and joinder of Developer, which consent may be denied in Developer's sole discretion. In addition, both prior to and subsequent to the Turnover Date, no amendment to the Governing Documents, or action taken or proposed to be taken by the Board shall be effective which alters the rights, privileges, exemptions, immunities and protections afforded by law or the Governing Documents to Developer, Builders, Mortgagees, District, Ave Maria University or SFWMD, unless such party shall first provide its written consent and joinder. No amendment to the Governing Documents or action taken or proposed to be taken by the Board shall be effective which alters the rights, privileges, exemptions, immunities and protections afforded by the Governing Documents to any Component. Without limiting the generality of the foregoing, no amendment to the Governing Documents or action taken or proposed to be taken by the Board shall prevent Developer or Builders from: doing on any property owned by them (or on the Master Association Common Area prior to the Turnover Date) whatever they determine, whether individually or collectively, to be necessary or desirable in connection with the development, marketing, sales and construction of Parcels, Units, Communities, Neighborhoods and the Properties as a whole; altering Developer's or Builders' development plans (it being understood that all models and sketches showing plans for future development may be modified by Developer or Builders from time to time, without notice); nor shall any action taken or proposed to be taken by the Board: decrease the level of maintenance services of the Master Association performed by the Board immediately prior to the Turnover Date. It is expressly understood that the foregoing list of rights, privileges, exemptions, immunities and privileges is not to be deemed exhaustive. Any amendment proposed to the Governing Documents which would affect the Surface Water Management System shall be submitted to SFWMD for a determination of whether the amendment necessitates a modification of the SFWMD Permits. If a modification is necessary, the District will so advise the permittee. Annexation of additional real property and subjecting same to this Declaration, dedication of Master Association Common Area to the Master Association and amendments to this Declaration requires approval from HUD/VA as long as there is a Class "B" Membership.

Section 6. Developer Amendment of Documents. In addition to any other right of amendment or modification provided for in this Declaration, and except as limited elsewhere in this Declaration, Developer may, in its sole discretion, by an instrument filed in the Public Records prior to the Turnover Date, unilaterally modify, enlarge, amend, waive or add to the provisions of the Governing Documents. Any amendment made pursuant to this paragraph may be made without prior notice to the Members or to any other entity.

Section 7. Easements for Utilities, Etc. There is hereby reserved unto Developer, so long as Developer owns any portion of the Properties, for itself and the Master Association, and the designees of each (which may include, without limitation, the County, District, SFWMD, public and private utilities and other governmental authorities requiring access or providing services), easements upon, over, across, and under the Properties for ingress and egress; dispensing pesticides; installation, replacing, repairing, relocating, maintaining and monitoring roads, walkways, bicycles pathways, lakes, ponds, wetlands, drainage systems, street lights, signage, various species of animal and plants as may be specified in the DRI Ordinance or zoning, environmental or other land use ordinances, rules and statutes; and any other purpose deemed necessary or desirable by Developer or the Board for the Properties and to effectuate Developer's development plans, provided, the exercise of any such easement shall not unreasonably interfere with the use, development or construction of any Parcel or Unit, and, except in an emergency, entry into any Parcel shall be made only after reasonable notice to the Member or occupant thereof. Developer and Builders, on behalf of themselves, the District, SFWMD or any other assignee, specifically reserve the right to draw water from lakes and the Master Association may, to the extent permits are available, recharge the lakes. All use of water as described above shall be without payment to the Master Association. The foregoing right to draw water from lakes shall cease at such time as the

Properties are served by a centralized irrigation system. The Master Association may contract with the District to operate the centralized irrigation system and purchase reclaimed/reuse water from Ave Maria Utility Company, LLLP, or its successor or designee.

Section 8. Public Easements. Fire, police, mail, health and sanitation, governmental or quasi-governmental or other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Properties, except that the easement in favor of sanitation vehicles and personnel shall be restricted to roadways and parking areas.

Section 9. Easements for Drainage. The Properties shall be burdened with such easements for flow and drainage of water across and over the Parcels as Developer or Board deem necessary or desirable or as necessary to effectuate Developer's development plans, the duties and responsibilities of the District, or to comply with the SFWMD Permits or the requirements of any governmental agency. No Person shall take any action to stop, divert, impede or otherwise change or alter the direction or flow of water across or over a Parcel, Master Association Common Area, Exclusive Master Association Common Area, Community Common Area or Neighborhood Common Area.

Section 10. Conservation Easements. Developer as a part of permit approval, may provide a conservation easement to the Master Association, County, District, SFWMD or other governmental agency over specified parts of the Properties which easement shall restrict and control human activities within such areas for the protection of wildlife, valuable habitat, wetlands and to effectuate other environmental policies.

Section 11. Severability. Invalidation of any provision set forth in the Governing Documents shall in no way affect any other provisions, which shall remain in full force and effect.

Section 12. Use of the Term "Ave Maria" or Logo. Except for Ave Maria University and its licensees, no Person shall use the term "Ave Maria", any derivative thereof or the "Ave Maria" logo in any printed or promotional material without the prior written consent of Developer. However, Community Associations, Neighborhood Associations, Builders and Owners may use the term "Ave Maria" in printed or promotional matter where such term is used solely to specify that their particular Community, Neighborhood, Parcel or Unit is located within Ave Maria. The Master Association shall be entitled to use the term "Ave Maria" in its name and the logo or as may otherwise be provided in a separate license agreement with Developer.

Section 13. Notice of Transfer of Parcel. In the event that any Owner other than Developer, a Builder or a Mortgagee desires to sell or otherwise transfer title of his and/or her Parcel, such Owner shall provide the Master Association at least twenty (20) days' prior written notice of the name and address of the purchaser or transferee, the date on which such transfer of title is to take place, and such other information as the Board of Directors may reasonably require. Until such written notice is received by the Master Association and any unpaid Assessments are paid in full, the transferor shall remain jointly and severally liable with the transferee for all obligations of the Owner of the Parcel, including payment of all Assessments, notwithstanding that the closing of transfer of title to the Parcel has occurred. Developer, Builders and Mortgagees are not required to provide the Master Association with prior notice of an intended transfer of title to a Parcel, but are required to provide the name and address of the transferee and such other administrative information as the Master Association shall reasonably require within five (5) business days after the closing. An Owner and the Mortgagee holding a Mortgage on the Owner's Parcel are not required to provide the Master Association with advance notice of the Mortgagee's intent to foreclose on a Parcel or accept a deed or assignment in lieu of foreclosure of a Parcel. It is the intent of this Section 13 that there not be any restriction on a Mortgagee's ability to: (i)

foreclose or take title to a Parcel pursuant to the remedies in the Mortgage; or (ii) accept a deed or assignment in lieu of foreclosure in the event of default by a Mortgagor; or (iii) sell or lease a Parcel acquired by the Mortgagee. The Owner of a Parcel shall be responsible for providing copies of the Governing Documents to the transferee and otherwise complying with any resale requirements imposed by law. This Section is not intended to create any right of approval, disapproval or first refusal in favor of the Master Association.

Section 14. Conflict Between Governing Documents, Community Documents and Neighborhood Documents. In the event of any conflict between the terms of the Governing Documents and any Community Documents or Neighborhood Documents, the Governing Documents shall control. However, nothing shall prevent the Community Documents or Neighborhood Documents from being more restrictive than the Governing Documents.

EACH OWNER ACKNOWLEDGES THAT NEITHER DEVELOPER, MASTER ASSOCIATION, BUILDERS, ANY COMMUNITY ASSOCIATION, NEIGHBORHOOD ASSOCIATION, THE DISTRICT NOR ANY PERSON ACTING ON BEHALF OF ANY OF THE FOREGOING, HAS MADE OR IS AUTHORIZED TO MAKE, ANY REPRESENTATION OR COMMITMENT THAT ANY VIEW OR LINE OF SIGHT SHALL BE PRESERVED, PROTECTED OR REMAIN UNOBSTRUCTED, AND THERE ARE NO EXPRESS OR IMPLIED EASEMENTS FOR VIEW PURPOSES APPURTENANT TO ANY PARCEL.

ARTICLE XVIII

Mortgage Provisions

The following provisions are for the benefit of holders of first Mortgages on Units within the Properties. The provisions of this Article apply to both this Declaration and to the By-Laws notwithstanding any other provisions contained therein.

Section 1. Notice of Action. A first Mortgagee who provides written request to the Master Association (such request to state the name and address of such holder, insurer, or guarantor and the address or legal description of the Parcel, therefore becoming an "Eligible Mortgage Holder"), will be entitled to timely written notice of (a) any condemnation loss or any casualty loss which affects a material portion of the Properties or which affects any Parcel on which there is a first Mortgage held, insured, or guaranteed by such Eligible Mortgage Holder; (b) any delinquency in the payment of Assessments or charges owed by an Owner subject to the Mortgage of such Eligible Mortgage Holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first Mortgage, upon request, is entitled to written notice from the Master Association of any default in the performance by an Owner of any obligation under the Governing Documents which is not cured within sixty (60) days; (c) any lapse, cancellation, or material modification of any insurance policy maintained by the Master Association; or (d) any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders.

Section 2. Notice to Master Association. Upon request, each Owner shall be obligated to furnish to the Master Association the name and address of the holder of any Mortgage encumbering such Owner's Parcel.

Section 3. Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the

Master Association does not receive a written response from the Mortgagee within thirty (30) days of the date of mailing of the Master Association's request. Provided, however, that no Mortgagee shall be required to collect any delinquent Assessments charged against a particular Parcel.

ARTICLE XIX

Enforcement of Governing Documents

Every Owner and the Owner's family members, lessees, guests and invitees shall at all times comply with all the covenants, conditions and restrictions of the Governing Documents. An Owner shall be liable for the actions of his family members, lessees, guests and invitees. Violations of the Governing Documents shall be reported to the Master Association, preferably in writing. Before undertaking any remedial, disciplinary or enforcement action against a person alleged to be in violation, the Master Association (except in the case of an emergency) shall give the alleged violator (and the applicable Community Association or Neighborhood Association, or the Amenity Committee if the violation is present in or was committed by a person in a particular Community, Neighborhood or in the Pulte Component or Developer's Residential Component) reasonable written notice, of the alleged violation, and the violator shall be given an opportunity to cure the violation. The applicable Community Association, Neighborhood Association, or the Amenity Committee shall be given an opportunity, but not the obligation, to assist the Master Association in causing the violator to cure the violation. 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, whose interpretation of the Governing Documents and/or whose remedial action shall control. If any Person subject to the Governing Documents fails to abide by them, as they are interpreted by the Board, the Master Association or any Owner shall have the ability to take any action to compel compliance as set forth below.

Section 1. Legal Action. Judicial enforcement of the covenants and restrictions shall be by any proceeding at law or in equity, or both against any Person violating or attempting to violate any covenant or restriction, to restrain violation and/or to recover damages, or legal proceedings against the Parcel to enforce any lien created by these covenants; and failure by the Master 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 by the Master Association or by an Owner, the prevailing party shall, in addition to obtaining injunctive relief and/or damages, be entitled to recover its costs and attorney's fees incurred in enforcing the Governing Documents, including those on appeal. Pursuant to Section 720.311 of the Act, at any time after the filing of a complaint in a court of competent jurisdiction, relating to a dispute under the Act, the court may order that the parties enter mediation or arbitration procedures. 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.

Section 2. Entry by Master Association. Violation of any conditions or restrictions, or breach of any covenant, herein contained or in any of the Governing Documents, shall also give Developer, its successors and assigns, and/or the Master Association and their authorized agents, in addition to all other remedies, the right to enter upon the Parcel where such violation or breach exists and in the event of an emergency, summarily abate and remove, at the expense of the Owner, any construction or other violation that may be or exist thereon. Developer, its successors and assigns and/or the Master Association, and their authorized agents shall not thereby become liable in any manner for trespass, abatement or removal.

Section 3. Fines. The Board, with the approval of a committee of Owners as required by Section 720.305 of the Act, may impose a fine or fines against a Parcel for failure of the Owner, his family, guests, invitees, lessees, 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, according to the procedures set forth in the Bylaws.

Section 4. Consensus for Master Association Litigation. Except as provided in this Section, subsequent to the Turnover Date, the Master Association shall not commence a judicial proceeding without the approval of those Voting Representatives representing at least seventy-five percent (75%) of the Class "A" Members. This Section shall not apply, however, to: (a) actions brought by the Master Association to enforce the Governing Documents (including, without limitation, the collections of Assessments and foreclosure of liens); (b) proceedings involving challenges to ad valorem taxation; (c) actions brought by the Master Association against any vendor, invitee, Owner, lessee, guest or any other party relating to personal injury, property damage or a contractual dispute not involving the interpretation or enforcement of this Declaration; and (d) counterclaims brought by the Master Association in proceedings instituted against it. This Section shall not be amended unless such amendment is approved by the percentage of votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 5. Alternative Method for Resolving Claims against Developer, Builders, Etc. In any dispute ("Claim") between any of the following parties: the Master Association, a Community Association or a Neighborhood Association, or any Owner, lessee, guest or invitee; against any of the following parties: Developer, a Builder, or their directors, officers, agents and employees, or any directors, officers , agents and employees of the Master Association appointed or hired prior to the Turnover Date; mediation and then mandatory, binding arbitration shall apply. The procedures set forth in subsections (a) through (e) below shall apply to a Claim, except in the case of: a Claim alleging a construction defect brought against Developer or a Builder by the Master Association, a Community 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); and a Claim that must be mediated before the Department of Business and Professional Regulation pursuant to the Act. Unless modified in the preceding sentence, the alternate dispute resolution method required by this Section shall be the following:

(a) Any party having a Claim ("Claimant") against another 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, or the Arbitration Rules of the AAA for other types of claims, or, in the event that jurisdiction of the Federal Courts is established, 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 5, the parties shall share the mediator's 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 and the arbitrator's fee shall be paid in accordance with the applicable arbitration rules.

(e) If the parties agree to a resolution of any Claim through negotiation, mediation or arbitration under this Section 5, 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 (1) 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 5 shall not apply to a Claim concerning the purchase and sale and/or construction of a Parcel or Unit. Those disputes shall be governed by the provisions of any purchase and sale agreement, construction agreement or other contract.

(g) In the case of a Claim alleging a construction defect brought against Developer or a Builder by the Master Association, a Community 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.

ARTICLE XX

Ave Maria Stewardship Community District

The District is not created by, is not in any way related to, and is not a part of, this Declaration. Therefore, this Article XX is provided for disclosure purposes in order to distinguish the District from both Developer, the mixed-use DRI and any homeowner or condominium association. This Article XX is only a summary description of the District. For the complete special act creating the District see Chapter 2004-461, Laws of Florida.

Section 1. Creation of District. Developer, in order to implement the Rural Land Stewardship Overlay of the Collier County Growth Management Plan and the County approved mixed-use development, requested that the District be created pursuant to a special act charter created and approved by the Florida Legislature in Chapter 2004-461, Laws of Florida. Ave Maria is within and subject to the jurisdiction of the District. The District is a single and special purpose local government whose governing board is its Board of Supervisors. There are 5 members of the Board of Supervisors, each of whom is a public official of a local government. The Board of Supervisors shall employ and fix the compensation of a District Manager, who may have charge and supervision of the works of the District, and may be responsible for preserving and maintaining any improvement or equipment owned, maintained or constructed by the District, and for the performance of such other duties as may be prescribed by the Board. The Board of Supervisors or the District Manager may hire or otherwise employ, may contract with an independent contractor and terminate the employment of such other persons, including without limitation, professionals, supervisory and clerical employees, as may be necessary and authorized by the Board.

Section 2. Purpose of District. The District is a limited, single and special purpose independent local government, created to provide community development systems, facilities, services, projects, improvements and infrastructure within Ave Maria, which may include, without limitation, recreational facilities, water management and control facilities, reclamation and reuse, or any combination thereof, water and sewer systems, wastewater management, irrigation, streets and roadways, bridges, culverts, street lighting and related facilities, transportation, conservation areas, mitigation areas, wildlife habitat facilities, control of mosquitoes and other arthropods, parks and indoor and outdoor recreation, cultural and education facilities, waste collection and disposal, fire prevention and control, and security (collectively, the "Infrastructure").

Section 3. Powers of District. The District is vested with certain general and special powers in connection with the ownership, construction, maintenance and operation of the District Property, and may but is not obligated to delegate the exercise of certain of said powers to a public or private person or entity which may include the Master Association and/or other delegates. The District is empowered to enter into contracts for the construction, maintenance and use of the Infrastructure and with respect to the services, systems and facilities furnished or to be furnished by the District. The District is authorized to borrow money and issue bonds, certificates, warrants, notes or other evidence of indebtedness to finance the Board's management duty to provide Infrastructure, and to levy taxes and assessments in connection with repayment of said indebtedness. The taxes and/or assessments (which are government first liens on the property encumbered hereby and are not the Master Association Assessments referenced in this Declaration) will be set annually by the Board of Supervisors, and are in addition to County and other taxes and other assessments provided for by law. The District may also impose non-lien fees, rates and charges of

different types provided in its Charter and not secured by liens on the property. The taxes and assessments levied and imposed by the District will appear on the annual tax notice and receipt (the annual tax bill sent out by the Tax Collector each November) for each property located within and subject to the jurisdiction of the District, and will be payable directly to the County Tax Collector. The Tax Collector may also, at the request of the District, collect any assessment of the District on a separate tax bill (not on the November tax notice along with the property taxes) sent to each Owner; alternatively, the District may collect such an assessment by use of a separate bill that it or another agent other than the Tax Collector sends to each Owner. All taxes and assessments of the County and the District, and all taxes of the Collier County School Board, shall constitute a government first lien on all applicable property within the development (Ave Maria) of equal dignity to County property taxes and superior to the assessments of the Master Association.

The following disclosure statement shall be included in every sales or re-sales contract for any Parcel within the District and shall be in boldfaced and conspicuous type which is larger than the remaining text of the contract. Such statement shall be located immediately prior to the space in the contract reserved for the signature of the buyer.

"THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC SYSTEMS, FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW."

IN WITNESS WHEREOF, Developer does hereby execute this Declaration of Covenants, Conditions and Restrictions through its undersigned, duly authorized officer, on the day and year set forth below.

In the Presence of:

Printed name: Damon White

Printed name: Kathryn Moritz

AVE MARIA DEVELOPMENT, LLLP, a Florida limited liability partnership

By: BARRON COLLIER COMPANY
Its: General Partner

By: _____
Paul J. Marinelli
Its: President

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 18th day of May, 2006, by Paul J. Marinelli, as President of Barron Collier Company, General Partner of Ave Maria Development, LLLP, a Florida limited liability partnership. He is personally known to me.

Susan L Maturo
My Commission DD343616
Expires October 15, 2008

Susan L. Maturo
Notary Public State of Florida
SUSAN L. MATURO

In the Presence of:

Lynn M. Compagnone
Printed name: Lynn M Compagnone

John D Heedic
Printed name: John D. Heedic

AVE MARIA DEVELOPMENT, LLLP, a Florida limited liability partnership

By: NUA BAILE, LLC
Its: General Partner

By: _____
Donald R. Schrotenboer
Its: President

STATE OF Florida)
COUNTY OF Collier.)

The foregoing instrument was acknowledged before me this 18th day of May, 2006, by Donald R. Schrotenboer, as President of Nua Baile, LLC, General Partner of Ave Maria Development, LLLP, a Florida limited liability partnership. He is (✓) personally known to me or ( ) produced _____ _____ as identification and did take an oath.

Robin L. Forehand
Notary Public, State of Florida
Print Name Robin L. Forehand
My Commission Expires:

ROBIN L. FOREHAND
Comm# DD0478293
Expires 10/6/2009
Bonded thru (800)432-4254
Florida Notary Assn., Inc

CONSENT AND JOINDER OF PROPERTY OWNERS

TO

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR AVE MARIA

AMULT, LLC, a Florida limited liability company, ("AMULT"), **AVE MARIA UNIVERSITY, INC.**, a Florida not-for-profit corporation ("AMU"), **BARRON COLLIER PARTNERSHIP, LLLP**, a Florida limited liability limited partnership ("BCP"), and **BARRON COLLIER INVESTMENTS, LTD.**, a Florida limited partnership ("BCI") do hereby consent to and join in the recording of the foregoing Declaration of Covenants, Conditions and Restrictions ("Declaration") recorded by **AVE MARIA DEVELOPMENT, LLLP** in the Public Records of Collier County, Florida. The execution and recordation of this Consent and Joinder is solely for the purpose of permitting real property owned by the foregoing parties to be subjected to the terms and conditions of the Declaration. None of the signatories to this Consent and Joinder are nor shall they be deemed the "Developer" of Ave Maria as that term is defined in Section 720.301, Fla. Stat. and in Article II, Section 19 of the Declaration.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands on behalf of the above-referenced entities.

In the Presence of:

AMULT, LLC, a Florida limited liability company

By: Ave Maria University Land Trust, Inc., a Florida corporation, its Managing Member (SEAL)

By: _____
Donald R. Schrotenboer
Its: Vice President

Lynn Compagnone
Printed name: Lynn Compagnone

John D. Hardin
Printed name: John D. Hardin

STATE OF Florida)
COUNTY OF Collier)

The foregoing instrument was acknowledged before me this 18th day of May, 2006, by Donald R. Schrotenboer of Ave Maria University Land Trust, Inc., the Managing Member of AMULT, LLC. He is (✓) personally known to me or produced _____ as identification.

Robin L. Forehand
Notary Public, State of Florida
Print Name Robin L. Forehand
Serial No. _____
My Commission Expires: _____

ROBIN L. FOREHAND
Comm# DD0479293
Expires 10/8/2009
Bonded thru (800)432-4254
Florida Notary Assn., Inc

In the Presence of:

AVE MARIA UNIVERSITY, INC.,
a Florida not-for-profit corporation

Joan Sintic
Printed name: JOAN SINTIC

Rosemary F. Bell
Printed name: Rosemary F. Bell

By: _____
Nicholas J. Healy, Jr.
Its: President

STATE OF Florida)
COUNTY OF Collier)

The foregoing instrument was acknowledged before me this 18 day of May, 2006, by Nicholas J. Healy, Jr., President of AVE MARIA UNIVERSITY, INC.. He is (✓) personally known to me or produced _____ as identification.

Christine A Dorer
Notary Public, State of Florida
Print Name Christine A. Dorer
Serial No. DD0187912
My Commission Expires: 2/24/2007

CHRISTINE A. DORER
Comm# DD0187912
Expires 2/24/2007
Bonded thru (800)432-4254
Florida Notary Assn., Inc

In the Presence of:

BARRON COLLIER PARTNERSHIP, LLLP,
a Florida limited liability limited partnership

Printed name: Damon Whitt

Printed name: Kathryn Moritz

By: _____
Paul J. Marinelli
Its: Chief Executive Officer

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me this 18th day of May, 2006, by Paul J. Marinelli, as Chief Executive Officer of BARRON COLLIER PARTNERSHIP, LLLP. He is (✓) personally known to me or produced _____ as identification.

Susan L. Maturo
Notary Public, State of Florida
Print Name SUSAN L. MATURO
Serial No. _____
My Commission Expires:

Susan L Maturo
My Commission DD349816
Expires October 15, 2008

BARRON COLLIER PARTNERSHIP, LLLP, a Florida limited liability limited partnership

By: KATHERINE G. SPROUL, as Trustee for the JULIET C. SPROUL TRUST under the Will of Barron Collier Jr., Deceased, and as confirmed by Change of Trustees dated January 1, 2002, and filed March 5, 2002, in, Official Records Book 2992, Page 2016 of the Public Records of Collier County, Florida as a General Partner

By: _____
Katherine G. Sproul, as Trustee/Partner

_____
Witness
Damon Whitsitt
Print Name

_____
Witness
Kathryn Moritz
Print Name

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 18th day of May, 2006, by KATHERINE G. SPROUL, AS TRUSTEE for the JULIET C. SPROUL TRUST under the Will of Barron Collier, Jr., deceased, and as confirmed by Change of Trustees dated January 1, 2002, and filed March 5, 2002, in, Official Records Book 2992, Page 2016 of the Public Records of Collier County, Florida, as a Partner of Barron Collier Partnership, LLLP, a Florida limited liability limited partnership, on behalf of said partnership, who is personally known to me or who has produced _____ as identification.

_____
Notary Public
Print Name: SUSAN L. MATURO

My Commission Expires:

Susan L Maturo
My Commission DD343616
Expires October 15, 2008

BARRON COLLIER PARTNERSHIP, LLLP, a Florida limited liability limited partnership

By: JENNIFER S. SULLIVAN, as Trustee for the JULIET C. SPROUL TRUST under the Will of Barron Collier Jr., Deceased, and as confirmed by Change of Trustees dated January 1, 2002, and filed March 5, 2002, in, Official Records Book 2992, Page 2016 of the Public Records of Collier County, Florida as a General Partner

Witness

Print Name

Witness

Print Name

By: _____
Jennifer S. Sullivan, as Trustee, Partner

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 18th day of May, 2006, by JENNIFER S. SULLIVAN, AS TRUSTEE for the JULIET C. SPROUL TRUST under the Will of Barron Collier, Jr., deceased, and as confirmed by Change of Trustees dated January 1, 2002, and filed March 5, 2002, in, Official Records Book 2992, Page 2016 of the Public Records of Collier County, Florida, as a Partner of Barron Collier Partnership, LLLP, a Florida limited liability limited partnership, on behalf of said partnership, who is personally known to me or who has produced _____ as identification.

Notary Public SUSAN L. MATURO
Print Name: _____
My Commission Expires:

Susan L Maturo
My Commission DD343616
Expires October 15, 2008

BARRON COLLIER INVESTMENTS, LTD., a Florida limited partnership

By: _____
Paul J. Marinelli, Chief Executive Officer

_____
Witness
Damon Whitsitt
Print Name

_____
Witness
Kathryn Moritz
Print Name

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 18th day of May, 2006 by PAUL J. MARINELLI, as Chief Executive Officer of Barron Collier Investments, Ltd., a Florida limited partnership, on behalf of the partnership, who is personally known to me or who has produced ____ _____ as identification.

_____
Notary Public
Print Name: SUSAN L. MATURO
My Commission Expires:

Susan L Maturo
My Commission DD343616
Expires October 18, 2008

BARRON COLLIER INVESTMENTS, LTD., a Florida limited partnership

By: KATHERINE G. SPROUL, as Trustee for the JULIET C. SPROUL TRUST under the Will of Barron Collier Jr., Deceased, and as confirmed by Change of Trustees dated January 1, 2002, and filed March 5, 2002, in, Official Records Book 2992, Page 2016 of the Public Records of Collier County, Florida as a General Partner

By: _____
Katherine G. Sproul, as Trustee, Partner

_____
Witness Damon Whitsett

Print Name

_____
Witness Kathryn Moritz

Print Name

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 18th day of May, 2006, by KATHERINE G. SPROUL, AS TRUSTEE for the JULIET C. SPROUL TRUST under the Will of Barron Collier, Jr., deceased, and as confirmed by Change of Trustees dated January 1, 2002, and filed March 5, 2002, in, Official Records Book 2992, Page 2016 of the Public Records of Collier County, Florida, as a Partner of Barron Collier Investments, Ltd., a Florida limited partnership, on behalf of said partnership, who is personally known to me or who has produced _____ as identification.

_____
Notary Public
Print Name: SUSAN L. MATURO
My Commission Expires:

Susan L Maturo
My Commission DD343616
Expires October 15, 2008

BARRON COLLIER INVESTMENTS, LTD., a Florida limited partnership

By: JENNIFER S. SULLIVAN, as Trustee for the JULIET C. SPROUL TRUST under the Will of Barron Collier Jr., Deceased, and as confirmed by Change of Trustees dated January 1, 2002, and filed March 5, 2002, in, Official Records Book 2992, Page 2016 of the Public Records of Collier County, Florida as a General Partner

Witness
Damon Whitsett
Print Name
Kathryn Moritz
Witness
Kathryn Moritz
Print Name

By: Jennifer S. Sullivan
Jennifer S. Sullivan, as Trustee, Partner

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 18th day of May, 2006, by JENNIFER S. SULLIVAN, AS TRUSTEE for the JULIET C. SPROUL TRUST under the Will of Barron Collier, Jr., deceased, and as confirmed by Change of Trustees dated January 1, 2002, and filed March 5, 2002, in, Official Records Book 2992, Page 2016 of the Public Records of Collier County, Florida, as a Partner of Barron Collier Investments, Ltd., a Florida limited partnership, on behalf of said partnership, who is personally known to me or who has produced _____ as identification.

Susan L. Maturo
Notary Public
Print Name: SUSAN L. MATURO
My Commission Expires:

Susan L Maturo
My Commission DD343616
Expires October 15, 2009

LIST OF EXHIBITS

Exhibit	Description
A	Legal Description for all of Ave Maria
A-2	Traditional Neighborhoods at Ave Maria Depiction
A-3	BelleraWalk at Ave Maria Depiction
A-4	Del Webb at Ave Maria Depiction
A-5	Ave Maria University Depiction
A-6	Commercial/Town Center/Ave Maria University Depiction
A-7	Developer's Residential Depiction
A-8	Mixed-Use Residential Depiction
A-9	(Park Amenities)
A-10	(A-2 through A-9 Depictions all on same page)
B	Articles of Incorporation for Master Association
C	Bylaws for Master Association
D	Parcel Interests

EXHIBIT "A"

WilsonMiller

New Directions In Planning, Design & Engineering

EXHIBIT "A" – D.R.I. LANDS
DESCRIPTION OF PART OF SECTIONS 4 THROUGH 9 AND SECTIONS 16 THROUGH 18, TOWNSHIP 48 SOUTH, RANGE 29 EAST, AND PART OF SECTIONS 31 THROUGH 33, TOWNSHIP 47 SOUTH, RANGE 29 EAST, COLLIER COUNTY, FLORIDA

ALL THAT PART OF SECTIONS 4 THROUGH 9 AND SECTIONS 16 THROUGH 18, TOWNSHIP 48 SOUTH, RANGE 29 EAST, AND PART OF SECTIONS 31 THROUGH 33, TOWNSHIP 47 SOUTH, RANGE 29 EAST, COLLIER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 16;
THENCE NORTH 01°04'07" WEST 150.00 FEET TO A POINT ON A LINE LYING 100 FEET NORTH OF AND PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF OIL WELL ROAD (100 FOOT RIGHT-OF-WAY) SAID POINT BEING THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED ;
THENCE ALONG SAID LINE SOUTH 88°57'06" WEST 354.33 FEET;
THENCE LEAVING SAID LINE NORTH 01°07'23" WEST 200.01 FEET TO A POINT ON A LINE LYING 300 FEET NORTH OF AND PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF SAID OIL WELL ROAD;
THENCE ALONG SAID LINE SOUTH 88°57'05" WEST 2,215.48 FEET;
THENCE CONTINUING ALONG SAID LINE SOUTH 88°55'37" WEST 1,128.15 FEET;
THENCE CONTINUING ALONG SAID LINE SOUTH 89°32'56" WEST 1286.63FEET;
THENCE LEAVING SAID LINE NORTH 00°27'04" WEST 1,089.55 FEET;
THENCE SOUTH 89°32'56" WEST 242.19 FEET;
THENCE SOUTH 89°24'19" WEST 3977.40 FEET;
THENCE NORTH 00°01'40" EAST 1280.68 FEET;
THENCE NORTH 90°00'00" EAST 1125.68 FEET;
THENCE NORTH 00°19'38" WEST 520.46 FEET;
THENCE NORTH 09°27'58" EAST 38.31 FEET;
THENCE NORTH 14°56'15" EAST 32.59 FEET;
THENCE NORTH 59°02'49" EAST 24.49 FEET;
THENCE NORTH 68°12'25" EAST 33.93 FEET;
THENCE NORTH 73°08'54" EAST 72.42 FEET;
THENCE NORTH 69°14'09" EAST 65.14 FEET;
THENCE NORTH 61°11'58" EAST 47.93 FEET;
THENCE NORTH 56°44'10" EAST 80.38 FEET;
THENCE NORTH 54°18'17" EAST 82.75 FEET;
THENCE NORTH 51°34'19" EAST 552.31 FEET;
THENCE NORTH 12°32'03" EAST 52.12 FEET;
THENCE NORTH 16°41'34" WEST 760.99 FEET;
THENCE NORTH 38°40'18" WEST 48.27 FEET;
THENCE NORTH 55°58'45" WEST 175.13 FEET;
THENCE NORTH 78°14'12" WEST 46.21 FEET;
THENCE SOUTH 86°41'17" WEST 358.77 FEET;
THENCE NORTH 43°16'35" WEST 44.00 FEET;
THENCE NORTH 01°28'53" WEST 584.34 FEET;
THENCE NORTH 88°45'30" EAST 2,256.99 FEET;
THENCE NORTH 11°31'40" WEST 679.82 FEET;
THENCE NORTH 29°57'19" EAST 43.24 FEET;
THENCE NORTH 80°03'11" EAST 750.96 FEET;
THENCE NORTH 82°05'14" EAST 23.32 FEET;
THENCE NORTH 08°45'48" WEST 831.15 FEET;
THENCE 82.76 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE SOUTHEAST HAVING A RADIUS OF 128.55 FEET THROUGH A CENTRAL ANGLE OF 36°53'11" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 23°30'23" EAST 81.34 FEET TO A POINT OF REVERSE CURVATURE;
THENCE 149.95 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE WEST, HAVING A RADIUS OF 215.80 FEET THROUGH A CENTRAL ANGLE OF 39°48'43" SUBTENDED BY A CHORD WHICH BEARS NORTH 22°02'37" EAST 146.95 FEET;
THENCE NORTH 02°08'16" EAST 434.86 FEET;
THENCE NORTH 38°40'13" EAST 124.61 FEET;
THENCE NORTH 23°55'58" EAST 503.82 FEET;
THENCE NORTH 89°19'06" EAST 272.53 FEET;
THENCE NORTH 81°10'42" EAST 718.98 FEET;

OR: 4040 PG: 1766

WilsonMiller

New Directions in Planning, Design & Engineering

DESCRIPTION OF PART OF SECTION 4 THROUGH 9, AND SECTIONS 16 THROUGH 18, TOWNSHIP 48 SOUTH, RANGE 29 EAST, AND PART OF SECTIONS 31 THROUGH 33, TOWNSHIP 47 SOUTH, RANGE 29 EAST, COLLIER COUNTY, FLORIDA
EXHIBIT "A" – D.R.I. LANDS (CONTINUED):

THENCE NORTH 09°56'39" EAST 638.73 FEET;
THENCE NORTH 73°36'58" EAST 172.46 FEET;
THENCE NORTH 10°53'22" EAST 171.73 FEET;
THENCE 327.51 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE SOUTHWEST HAVING A RADIUS OF 275.44 FEET THROUGH A CENTRAL ANGLE OF 68°07'37" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 39°53'35" WEST 308.56 FEET;
THENCE NORTH 73°57'24" WEST 492.85 FEET;
THENCE 313.21 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE SOUTH HAVING A RADIUS OF 331.73 FEET THROUGH A CENTRAL ANGLE OF 54°05'52" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 90°00'00" WEST 301.71 FEET;
THENCE SOUTH 62°57'04" WEST 506.32 FEET;
THENCE 155.39 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE SOUTHEAST HAVING A RADIUS OF 107.24 FEET THROUGH A CENTRAL ANGLE OF 83°01'31" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 27°09'30" WEST 142.15 FEET;
THENCE SOUTH 14°21'16" EAST 287.88 FEET;
THENCE 341.14 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE NORTHWEST HAVING A RADIUS OF 168.89 FEET THROUGH A CENTRAL ANGLE OF 115°44'01" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 29°11'23" WEST 286.03 FEET;
THENCE SOUTH 87°03'24" WEST 81.50 FEET;
THENCE SOUTH 19°06'00" WEST 178.46 FEET;
THENCE SOUTH 73°34'35" WEST 263.81 FEET;
THENCE SOUTH 33°42'00" WEST 81.86 FEET;
THENCE SOUTH 51°52'05" WEST 1,402.28 FEET;
THENCE 219.21 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE SOUTHEAST HAVING A RADIUS OF 151.50 FEET THROUGH A CENTRAL ANGLE OF 82°54'07" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 22°50'28" WEST 200.58 FEET;
THENCE SOUTH 18°36'35" EAST 1,047.10 FEET;
THENCE 196.86 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE NORTHEAST HAVING A RADIUS OF 170.73 FEET THROUGH A CENTRAL ANGLE OF 66°04'00" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 48°32'34" EAST 186.14 FEET;
THENCE SOUTH 81°34'34" EAST 177.10 FEET;
THENCE SOUTH 14°02'28" EAST 106.97 FEET;
THENCE SOUTH 15°53'24" WEST 33.42 FEET;
THENCE SOUTH 72°18'08" WEST 1325.01 FEET;
THENCE NORTH 16°22'40" WEST 868.64 FEET;
THENCE NORTH 16°02'21" WEST 1,001.63 FEET;
THENCE NORTH 15°43'23" WEST 808.63 FEET;
THENCE NORTH 14°29'42" WEST 215.30 FEET;
THENCE NORTH 02°51'21" WEST 51.77 FEET;
THENCE NORTH 37°59'19" EAST 51.77 FEET;
THENCE NORTH 58°24'39" EAST 660.90 FEET;
THENCE NORTH 56°56'25" EAST 865.77 FEET;
THENCE NORTH 62°27'21" EAST 303.89 FEET;
THENCE NORTH 58°11'43" EAST 148.88 FEET;
THENCE NORTH 66°27'20" EAST 99.67 FEET;
THENCE NORTH 79°59'44" EAST 60.67 FEET;
THENCE NORTH 18°39'40" EAST 212.96 FEET;
THENCE NORTH 13°26'09" EAST 80.67 FEET;
THENCE NORTH 04°05'14" EAST 65.75 FEET;
THENCE NORTH 00°47'28" EAST 593.12 FEET;
THENCE NORTH 05°29'40" EAST 61.18 FEET;
THENCE NORTH 20°17'22" EAST 57.43 FEET;
THENCE NORTH 51°55'17" EAST 55.07 FEET;
THENCE SOUTH 84°48'27" EAST 51.76 FEET;
THENCE SOUTH 67°53'53" EAST 40.46 FEET;
THENCE SOUTH 53°37'33" EAST 55.29 FEET;

WilsonMiller

New Directions In Planning, Design & Engineering

DESCRIPTION OF PART OF SECTION 4 THROUGH 9, AND SECTIONS 16 THROUGH 18, TOWNSHIP 48 SOUTH, RANGE 29 EAST, AND PART OF SECTIONS 31 THROUGH 33, TOWNSHIP 47 SOUTH, RANGE 29 EAST, COLLIER COUNTY, FLORIDA
EXHIBIT "A" – D.R.I. LANDS (CONTINUED):

THENCE SOUTH 55°37'37" EAST 158.19 FEET;
THENCE SOUTH 66°28'32" EAST 79.22 FEET;
THENCE SOUTH 81°19'48" EAST 69.92 FEET;
THENCE NORTH 80°53'08" EAST 96.10 FEET;
THENCE NORTH 83°09'35" EAST 88.49 FEET;
THENCE SOUTH 75°58'08" EAST 57.96 FEET;
THENCE SOUTH 45°44'09" EAST 65.43 FEET;
THENCE SOUTH 23°12'23" EAST 107.03 FEET;
THENCE SOUTH 31°09'29" EAST 124.63 FEET;
THENCE SOUTH 36°28'03" EAST 195.13 FEET;
THENCE SOUTH 41°49'01" EAST 193.27 FEET;
THENCE SOUTH 41°27'57" EAST 187.53 FEET;
THENCE SOUTH 50°06'28" EAST 177.12 FEET;
THENCE NORTH 88°06'03" EAST 103.33 FEET;
THENCE NORTH 82°07'11" EAST 76.87 FEET;
THENCE NORTH 58°49'02" EAST 61.16 FEET;
THENCE NORTH 41°11'10" EAST 266.09 FEET;
THENCE NORTH 43°45'15" EAST 203.61 FEET;
THENCE NORTH 63°26'06" EAST 230.87 FEET;
THENCE NORTH 55°12'54" EAST 17.74 FEET;
THENCE NORTH 06°58'17" WEST 40.07 FEET;
THENCE NORTH 60°20'46" EAST 94.06 FEET;
THENCE NORTH 14°42'46" EAST 42.02 FEET;
THENCE NORTH 52°22'08" EAST 29.10 FEET;
THENCE NORTH 05°13'18" EAST 37.01 FEET;
THENCE NORTH 07°13'16" WEST 185.10 FEET;
THENCE NORTH 08°55'50" WEST 66.36 FEET;
THENCE NORTH 08°35'26" WEST 70.11 FEET;
THENCE NORTH 03°30'28" EAST 24.24 FEET;
THENCE NORTH 09°22'28" EAST 32.62 FEET;
THENCE NORTH 32°03'11" EAST 61.35 FEET;
THENCE NORTH 41°59'52" EAST 54.16 FEET;
THENCE NORTH 46°38'59" EAST 44.15 FEET;
THENCE NORTH 40°19'34" EAST 80.40 FEET;
THENCE NORTH 39°30'46" EAST 42.43 FEET;
THENCE NORTH 52°07'39" EAST 71.16 FEET;
THENCE NORTH 60°17'11" EAST 55.95 FEET;
THENCE NORTH 68°43'34" EAST 63.02 FEET;
THENCE NORTH 86°12'19" EAST 41.51 FEET;
THENCE SOUTH 75°32'58" EAST 74.98 FEET;
THENCE NORTH 78°55'50" EAST 42.97 FEET;
THENCE NORTH 69°31'07" EAST 36.80 FEET;
THENCE NORTH 75°37'20" EAST 34.34 FEET;
THENCE SOUTH 72°08'39" EAST 57.43 FEET;
THENCE SOUTH 56°52'50" EAST 70.22 FEET;
THENCE SOUTH 56°52'18" EAST 99.31 FEET;
THENCE SOUTH 70°35'59" EAST 56.76 FEET;
THENCE SOUTH 85°12'15" EAST 70.23 FEET;
THENCE NORTH 85°47'37" EAST 52.90 FEET;
THENCE NORTH 77°16'18" EAST 51.33 FEET;
THENCE NORTH 64°20'23" EAST 9.49 FEET;
THENCE NORTH 23°58'25" EAST 60.47 FEET;
THENCE NORTH 39°27'42" EAST 136.06 FEET;
THENCE NORTH 18°12'03" EAST 123.70 FEET;
THENCE NORTH 16°26'30" WEST 137.54 FEET;
THENCE NORTH 45°55'34" WEST 133.51 FEET;

WilsonMiller

New Directions in Planning, Design & Engineering

DESCRIPTION OF PART OF SECTION 4 THROUGH 8, AND SECTIONS 16 THROUGH 18, TOWNSHIP 48 SOUTH, RANGE 29 EAST, AND PART OF SECTIONS 31 THROUGH 33, TOWNSHIP 47 SOUTH, RANGE 29 EAST, COLLIER COUNTY, FLORIDA
EXHIBIT "A" – D.R.I. LANDS (CONTINUED):

THENCE NORTH 84°43'21" WEST 101.26 FEET;
THENCE SOUTH 87°06'53" WEST 375.05 FEET;
THENCE SOUTH 86°31'55" WEST 296.36 FEET;
THENCE NORTH 02°29'11" WEST 25.06 FEET;
THENCE SOUTH 85°19'00" WEST 63.79 FEET;
THENCE SOUTH 87°01'35" WEST 57.73 FEET;
THENCE NORTH 85°14'11" WEST 27.05 FEET;
THENCE NORTH 86°11'09" WEST 22.51 FEET;
THENCE NORTH 71°01'47" WEST 25.34 FEET;
THENCE NORTH 74°57'44" WEST 25.97 FEET;
THENCE NORTH 80°42'24" WEST 41.73 FEET;
THENCE NORTH 77°00'19" WEST 49.95 FEET;
THENCE NORTH 78°26'56" WEST 104.70 FEET;
THENCE NORTH 78°45'16" WEST 195.82 FEET;
THENCE NORTH 79°21'51" WEST 81.14 FEET;
THENCE NORTH 76°30'15" WEST 38.50 FEET;
THENCE NORTH 70°33'36" WEST 13.50 FEET;
THENCE NORTH 53°58'21" WEST 10.18 FEET;
THENCE NORTH 53°58'22" WEST 10.18 FEET;
THENCE NORTH 43°09'08" WEST 16.42 FEET;
THENCE NORTH 34°52'31" WEST 30.12 FEET;
THENCE NORTH 37°08'48" WEST 31.00 FEET;
THENCE NORTH 45°00'00" WEST 37.06 FEET;
THENCE NORTH 43°28'45" WEST 29.92 FEET;
THENCE NORTH 52°29'45" WEST 40.59 FEET;
THENCE NORTH 53°28'16" WEST 25.16 FEET;
THENCE NORTH 69°51'49" WEST 23.93 FEET;
THENCE NORTH 72°53'50" WEST 40.74 FEET;
THENCE NORTH 74°38'02" WEST 101.72 FEET;
THENCE NORTH 76°25'14" WEST 79.73 FEET;
THENCE NORTH 73°50'34" WEST 83.41 FEET;
THENCE NORTH 77°16'32" WEST 71.39 FEET;
THENCE NORTH 70°44'15" WEST 32.62 FEET;
THENCE NORTH 75°44'50" WEST 240.26 FEET;
THENCE SOUTH 76°22'29" WEST 54.20 FEET;
THENCE NORTH 75°46'41" WEST 12.81 FEET;
THENCE NORTH 78°06'45" WEST 243.02 FEET;
THENCE SOUTH 87°32'28" WEST 438.43 FEET;
THENCE SOUTH 86°36'21" WEST 1,109.58 FEET;
THENCE NORTH 77°00'11" WEST 142.86 FEET;
THENCE SOUTH 17°30'03" WEST 10.94 FEET;
THENCE SOUTH 21°30'05" EAST 36.63 FEET;
THENCE SOUTH 30°57'50" WEST 6.02 FEET;
THENCE NORTH 73°10'43" WEST 139.18 FEET;
THENCE NORTH 11°46'06" WEST 25.32 FEET;
THENCE NORTH 05°42'38" WEST 20.76 FEET;
THENCE NORTH 04°23'55" WEST 13.47 FEET;
THENCE NORTH 50°11'40" WEST 8.07 FEET;
THENCE NORTH 83°59'28" WEST 19.73 FEET;
THENCE NORTH 84°57'27" WEST 35.25 FEET;
THENCE NORTH 83°49'48" WEST 38.44 FEET;
THENCE NORTH 80°44'23" WEST 96.27 FEET;
THENCE NORTH 79°48'04" WEST 449.12 FEET;
THENCE NORTH 77°49'57" WEST 284.20 FEET;
THENCE NORTH 83°39'35" WEST 93.52 FEET;
THENCE NORTH 87°39'46" WEST 101.30 FEET;

WilsonMiller

New Directions in Planning, Design & Engineering

DESCRIPTION OF PART OF SECTION 4 THROUGH 9, AND SECTIONS 16 THROUGH 18, TOWNSHIP 48 SOUTH, RANGE 29 EAST, AND PART OF SECTIONS 31 THROUGH 33, TOWNSHIP 47 SOUTH, RANGE 29 EAST, COLLIER COUNTY, FLORIDA
EXHIBIT "A" – D.R.I. LANDS (CONTINUED):

THENCE NORTH 84°25'40" WEST 85.09 FEET;
THENCE NORTH 77°28'16" WEST 95.22 FEET;
THENCE NORTH 77°23'45" WEST 170.38 FEET;
THENCE NORTH 75°57'50" WEST 76.65 FEET;
THENCE NORTH 69°26'38" WEST 35.30 FEET;
THENCE NORTH 69°46'31" WEST 41.82 FEET;
THENCE NORTH 48°48'50" WEST 43.91 FEET;
THENCE NORTH 46°14'43" WEST 134.40 FEET;
THENCE NORTH 43°58'24" WEST 611.34 FEET;
THENCE NORTH 45°00'00" WEST 338.85 FEET;
THENCE NORTH 44°41'45" WEST 412.62 FEET;
THENCE NORTH 43°26'06" WEST 267.38 FEET;
THENCE NORTH 46°27'29" WEST 200.89 FEET;
THENCE NORTH 66°02'14" EAST 12.72 FEET;
THENCE NORTH 81°52'12" EAST 18.83 FEET;
THENCE NORTH 03°20'45" EAST 73.83 FEET;
THENCE SOUTH 85°25'42" WEST 6.48 FEET;
THENCE NORTH 90°00'00" WEST 10.84 FEET;
THENCE SOUTH 70°27'48" WEST 16.99 FEET;
THENCE SOUTH 56°18'36" WEST 14.89 FEET;
THENCE SOUTH 75°57'49" WEST 17.03 FEET;
THENCE SOUTH 87°16'25" WEST 10.86 FEET;
THENCE NORTH 59°20'58" WEST 16.21 FEET;
THENCE NORTH 35°32'16" WEST 17.77 FEET;
THENCE NORTH 26°33'54" WEST 17.32 FEET;
THENCE NORTH 16°11'21" WEST 16.67 FEET;
THENCE NORTH 01°52'04" WEST 47.53 FEET;
THENCE NORTH 00°05'16" WEST 336.69 FEET;
THENCE NORTH 00°29'38" WEST 299.52 FEET;
THENCE NORTH 00°56'29" WEST 220.01 FEET;
THENCE NORTH 00°52'19" EAST 237.57 FEET;
THENCE NORTH 00°46'52" WEST 113.62 FEET;
THENCE NORTH 00°00'00" EAST 13.43 FEET;
THENCE NORTH 14°02'10" EAST 8.52 FEET;
THENCE NORTH 45°00'00" EAST 5.84 FEET;
THENCE NORTH 71°33'54" EAST 9.80 FEET;
THENCE NORTH 82°24'19" EAST 15.63 FEET;
THENCE SOUTH 89°12'02" EAST 222.07 FEET;
THENCE SOUTH 86°36'31" EAST 69.83 FEET;
THENCE SOUTH 82°38'52" EAST 32.28 FEET;
THENCE SOUTH 70°49'16" EAST 25.15 FEET;
THENCE SOUTH 60°38'32" EAST 18.96 FEET;
THENCE SOUTH 62°44'41" EAST 38.34 FEET;
THENCE SOUTH 73°08'30" EAST 35.61 FEET;
THENCE SOUTH 87°42'34" EAST 25.84 FEET;
THENCE NORTH 86°18'31" EAST 32.08 FEET;
THENCE NORTH 74°58'54" EAST 43.84 FEET;
THENCE NORTH 66°16'18" EAST 51.33 FEET;
THENCE NORTH 56°01'25" EAST 57.29 FEET;
THENCE NORTH 52°34'43" EAST 171.66 FEET;
THENCE NORTH 43°53'54" EAST 75.96 FEET;
THENCE NORTH 36°37'17" EAST 47.61 FEET;
THENCE NORTH 35°48'12" EAST 77.68 FEET;
THENCE NORTH 30°21'29" EAST 83.78 FEET;
THENCE NORTH 22°37'12" EAST 67.13 FEET;
THENCE NORTH 13°36'02" EAST 32.94 FEET;

WilsonMiller

New Directions In Planning, Design & Engineering

DESCRIPTION OF PART OF SECTION 4 THROUGH 9, AND SECTIONS 16 THROUGH 18, TOWNSHIP 48 SOUTH, RANGE 29 EAST, AND PART OF SECTIONS 31 THROUGH 33, TOWNSHIP 47 SOUTH, RANGE 29 EAST, COLLIER COUNTY, FLORIDA
EXHIBIT "A" – D.R.I. LANDS (CONTINUED):

THENCE NORTH 14°28'13" EAST 66.13 FEET;
THENCE NORTH 10°57'15" EAST 65.22 FEET;
THENCE NORTH 11°18'36" EAST 21.06 FEET;
THENCE NORTH 16°41'58" EAST 10.78 FEET;
THENCE NORTH 45°00'00" EAST 10.22 FEET;
THENCE NORTH 58°23'33" EAST 15.76 FEET;
THENCE NORTH 64°39'14" EAST 21.71 FEET;
THENCE NORTH 67°47'47" EAST 163.98 FEET;
THENCE NORTH 64°59'39" EAST 161.25 FEET;
THENCE NORTH 66°22'14" EAST 18.04 FEET;
THENCE NORTH 72°53'50" EAST 28.10 FEET;
THENCE NORTH 90°00'00" EAST 14.46 FEET;
THENCE NORTH 88°18'55" EAST 35.13 FEET;
THENCE SOUTH 88°36'10" EAST 42.36 FEET;
THENCE NORTH 90°00'00" EAST 28.92 FEET;
THENCE SOUTH 82°45'47" EAST 16.40 FEET;
THENCE SOUTH 61°55'39" EAST 17.73 FEET;
THENCE NORTH 69°34'35" EAST 118.02 FEET;
THENCE NORTH 81°56'55" EAST 17.06 FEET;
THENCE NORTH 86°43'15" EAST 124.39 FEET;
THENCE NORTH 13°46'19" WEST 328.58 FEET;
THENCE NORTH 70°48'07" EAST 76.21 FEET;
THENCE NORTH 54°29'06" EAST 37.97 FEET;
THENCE NORTH 21°53'45" WEST 54.48 FEET;
THENCE NORTH 70°47'14" EAST 77.55 FEET;
THENCE NORTH 71°02'31" EAST 35.61 FEET;
THENCE NORTH 72°16'21" EAST 131.70 FEET;
THENCE NORTH 72°04'43" EAST 126.98 FEET;
THENCE NORTH 73°13'18" EAST 106.86 FEET;
THENCE NORTH 71°11'17" EAST 74.14 FEET;
THENCE NORTH 68°33'08" EAST 30.93 FEET;
THENCE NORTH 71°33'54" EAST 17.88 FEET;
THENCE NORTH 81°15'14" EAST 13.52 FEET;
THENCE SOUTH 83°05'20" EAST 17.09 FEET;
THENCE SOUTH 47°43'35" EAST 15.29 FEET;
THENCE SOUTH 37°20'58" EAST 24.58 FEET;
THENCE SOUTH 16°38'20" EAST 46.68 FEET;
THENCE SOUTH 24°10'17" EAST 35.78 FEET;
THENCE SOUTH 21°52'45" EAST 70.36 FEET;
THENCE SOUTH 34°33'45" EAST 28.09 FEET;
THENCE SOUTH 47°26'12" EAST 34.20 FEET;
THENCE SOUTH 52°25'53" EAST 8.43 FEET;
THENCE SOUTH 71°33'54" EAST 9.75 FEET;
THENCE SOUTH 85°01'49" EAST 11.87 FEET;
THENCE SOUTH 87°08'15" EAST 20.59 FEET;
THENCE SOUTH 88°25'50" EAST 37.54 FEET;
THENCE NORTH 87°33'48" EAST 48.37 FEET;
THENCE SOUTH 89°35'00" EAST 141.38 FEET;
THENCE NORTH 89°06'34" EAST 99.23 FEET;
THENCE NORTH 84°31'51" EAST 48.55 FEET;
THENCE NORTH 82°20'00" EAST 26.97 FEET;
THENCE NORTH 79°46'40" EAST 31.87 FEET;
THENCE NORTH 76°27'51" EAST 28.56 FEET;
THENCE NORTH 70°23'45" EAST 39.84 FEET;
THENCE NORTH 70°48'11" EAST 134.46 FEET;
THENCE NORTH 70°37'19" EAST 79.02 FEET;

DESCRIPTION OF PART OF SECTION 4 THROUGH 9, AND SECTIONS 16 THROUGH 18, TOWNSHIP 48 SOUTH, RANGE 29 EAST, AND PART OF SECTIONS 31 THROUGH 33, TOWNSHIP 47 SOUTH, RANGE 29 EAST, COLLIER COUNTY, FLORIDA
EXHIBIT "A" – D.R.I. LANDS (CONTINUED):

THENCE NORTH 66°32'28" EAST 29.70 FEET;
THENCE NORTH 57°49'44" EAST 37.66 FEET;
THENCE NORTH 53°21'57" EAST 74.96 FEET;
THENCE NORTH 54°24'59" EAST 148.87 FEET;
THENCE NORTH 50°50'35" EAST 203.54 FEET;
THENCE NORTH 48°43'53" EAST 33.52 FEET;
THENCE NORTH 32°23'52" EAST 31.67 FEET;
THENCE 334.86 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE WEST HAVING A RADIUS OF 272.46 FEET THROUGH A CENTRAL ANGLE OF 70°24'48" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 06°25'03" WEST 314.16 FEET;
THENCE NORTH 41°37'27" WEST 133.18 FEET;
THENCE 184.60 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE SOUTHWEST HAVING A RADIUS OF 573.36 FEET THROUGH CENTRAL ANGLE OF 18°26'50" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 50°50'52" WEST 183.80 FEET;
THENCE NORTH 60°04'16" WEST 149.32 FEET;
THENCE 44.34 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE EAST HAVING A RADIUS OF 29.99 FEET THROUGH A CENTRAL ANGLE OF 84°41'37" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 17°43'30" WEST 40.41 FEET;
THENCE NORTH 24°37'19" EAST 671.69 FEET;
THENCE NORTH 23°58'37" EAST 211.35 FEET;
THENCE NORTH 27°45'05" EAST 100.63 FEET;
THENCE NORTH 34°51'48" EAST 129.90 FEET;
THENCE NORTH 36°14'23" EAST 119.58 FEET;
THENCE NORTH 39°15'14" EAST 61.92 FEET;
THENCE NORTH 30°37'48" EAST 96.80 FEET;
THENCE NORTH 31°09'42" EAST 136.09 FEET;
THENCE NORTH 31°57'25" EAST 103.02 FEET;
THENCE NORTH 32°39'03" EAST 134.08 FEET;
THENCE NORTH 28°32'24" EAST 53.34 FEET;
THENCE NORTH 31°15'49" EAST 35.90 FEET;
THENCE NORTH 36°52'12" EAST 24.66 FEET;
THENCE NORTH 53°49'13" EAST 22.74 FEET;
THENCE NORTH 59°30'01" EAST 46.43 FEET;
THENCE NORTH 58°16'35" EAST 70.87 FEET;
THENCE NORTH 46°49'06" EAST 48.85 FEET;
THENCE NORTH 34°36'20" EAST 66.58 FEET;
THENCE NORTH 36°23'58" EAST 266.89 FEET;
THENCE NORTH 35°28'00" EAST 51.47 FEET;
THENCE NORTH 24°13'40" EAST 48.08 FEET;
THENCE NORTH 20°29'50" EAST 62.60 FEET;
THENCE NORTH 17°32'36" EAST 44.54 FEET;
THENCE NORTH 11°02'07" EAST 134.56 FEET;
THENCE NORTH 09°20'41" EAST 65.81 FEET;
THENCE NORTH 08°49'13" EAST 32.16 FEET;
THENCE NORTH 02°07'16" WEST 14.81 FEET;
THENCE NORTH 19°58'59" WEST 12.83 FEET;
THENCE NORTH 29°55'53" WEST 20.87 FEET;
THENCE NORTH 45°00'00" WEST 56.96 FEET;
THENCE NORTH 48°51'56" WEST 57.48 FEET;
THENCE NORTH 42°38'48" WEST 28.31 FEET;
THENCE NORTH 38°47'48" WEST 35.86 FEET;
THENCE NORTH 43°25'04" WEST 39.03 FEET;
THENCE NORTH 36°22'11" EAST 30.93 FEET;
THENCE NORTH 23°54'19" EAST 139.67 FEET;
THENCE SOUTH 66°53'26" EAST 241.46 FEET;
THENCE SOUTH 64°45'28" EAST 263.29 FEET;

WilsonMiller

New Directions In Planning, Design & Engineering

DESCRIPTION OF PART OF SECTION 4 THROUGH 9, AND SECTIONS 16 THROUGH 18, TOWNSHIP 48 SOUTH, RANGE 29 EAST, AND PART OF SECTIONS 31 THROUGH 33, TOWNSHIP 47 SOUTH, RANGE 29 EAST, COLLIER COUNTY, FLORIDA
EXHIBIT "A" – D.R.I. LANDS (CONTINUED):

THENCE SOUTH 71°18'47" EAST 57.07 FEET;
THENCE SOUTH 85°07'33" EAST 50.51 FEET;
THENCE NORTH 81°05'07" EAST 75.18 FEET;
THENCE NORTH 81°43'21" EAST 63.88 FEET;
THENCE NORTH 84°57'08" EAST 36.24 FEET;
THENCE SOUTH 86°25'39" EAST 63.61 FEET;
THENCE SOUTH 81°31'21" EAST 262.28 FEET;
THENCE SOUTH 88°08'03" EAST 273.99 FEET;
THENCE NORTH 80°58'13" EAST 327.79 FEET;
THENCE NORTH 67°50'56" EAST 252.22 FEET;
THENCE NORTH 81°02'01" EAST 819.65 FEET;
THENCE NORTH 81°42'41" EAST 310.84 FEET;
THENCE SOUTH 65°34'43" EAST 80.72 FEET;
THENCE NORTH 89°59'47" EAST 219.16 FEET;
THENCE NORTH 82°42'28" EAST 41.19 FEET;
THENCE NORTH 58°02'38" EAST 138.72 FEET;
THENCE NORTH 41°09'18" EAST 91.38 FEET;
THENCE NORTH 73°57'36" EAST 83.05 FEET;
THENCE NORTH 84°51'58" EAST 305.34 FEET;
THENCE NORTH 86°38'43" EAST 343.90 FEET;
THENCE NORTH 87°28'42" EAST 503.72 FEET;
THENCE NORTH 88°46'01" EAST 328.07 FEET;
THENCE NORTH 37°30'20" EAST 357.69 FEET;
THENCE NORTH 15°32'08" EAST 149.51 FEET;
THENCE NORTH 86°55'36" EAST 261.44 FEET;
THENCE NORTH 72°53'31" EAST 576.59 FEET;
THENCE NORTH 50°45'14" EAST 202.55 FEET;
THENCE NORTH 87°14'14" EAST 314.60 FEET;
THENCE SOUTH 76°38'32" EAST 143.08 FEET;
THENCE NORTH 89°49'43" EAST 1,054.71 FEET;
THENCE SOUTH 75°20'32" EAST 42.85 FEET;
THENCE SOUTH 41°43'41" EAST 38.04 FEET;
THENCE SOUTH 59°44'48" EAST 101.86 FEET;
THENCE SOUTH 82°56'38" EAST 71.89 FEET;
THENCE NORTH 76°31'27" EAST 68.87 FEET;
THENCE NORTH 60°32'45" EAST 175.39 FEET;
THENCE NORTH 78°18'10" EAST 41.23 FEET;
THENCE NORTH 89°28'30" EAST 480.22 FEET;
THENCE NORTH 82°52'57" EAST 82.50 FEET;
THENCE NORTH 59°26'48" EAST 47.53 FEET;
THENCE NORTH 77°36'27" EAST 12.36 FEET;
THENCE SOUTH 70°55'29" EAST 16.45 FEET;
THENCE SOUTH 47°41'12" EAST 748.88 FEET;
THENCE SOUTH 34°06'49" EAST 46.63 FEET;
THENCE SOUTH 14°16'24" EAST 615.15 FEET;
THENCE NORTH 85°59'44" EAST 160.53 FEET;
THENCE NORTH 47°06'44" EAST 110.60 FEET;
THENCE NORTH 29°11'18" EAST 460.96 FEET;
THENCE NORTH 13°56'57" EAST 209.85 FEET;
THENCE NORTH 76°19'41" EAST 160.84 FEET;
THENCE NORTH 61°43'54" EAST 107.89 FEET;
THENCE NORTH 18°58'36" EAST 69.73 FEET;
THENCE NORTH 01°36'49" WEST 341.03 FEET;
THENCE NORTH 89°06'53" EAST 584.42 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF CAMP KEIAS ROAD (80 FOOT RIGHT-OF-WAY);
THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 00°14'32" EAST 45.99 FEET;

DESCRIPTION OF PART OF SECTION 4 THROUGH 9, AND SECTIONS 16 THROUGH 18, TOWNSHIP 48 SOUTH, RANGE 29 EAST, AND PART OF SECTIONS 31 THROUGH 33, TOWNSHIP 47 SOUTH, RANGE 29 EAST, COLLIER COUNTY, FLORIDA
EXHIBIT "A" – D.R.I. LANDS (CONTINUED):

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE SOUTH 05°51'27" WEST 224.83 FEET;
THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE 95.78 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE EAST HAVING A RADIUS OF 3,798.14 FEET THROUGH A CENTRAL ANGLE OF 01°26'42" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 05°04'45" WEST 95.78 FEET;
THENCE LEAVING SAID RIGHT-OF-WAY LINE SOUTH 26°31'54" WEST 759.71 FEET TO A POINT ON A LINE LYING 330 FEET WEST OF AND PARALLEL WITH THE WEST RIGHT-OF-WAY LINE OF SAID CAMP KEIAS ROAD;
THENCE ALONG SAID LINE SOUTH 00°14'33" EAST 1,537.82 FEET;
THENCE CONTINUING ALONG SAID LINE SOUTH 00°22'10" EAST 2,347.87 FEET;
THENCE LEAVING SAID LINE NORTH 89°29'01" EAST 330.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID CAMP KEIAS ROAD (80 FOOT RIGHT-OF-WAY);
THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 00°22'10" EAST 200.00 FEET;
THENCE LEAVING SAID RIGHT-OF-WAY LINE SOUTH 89°29'01" WEST 330.00 FEET TO A POINT ON A LINE LYING 330 FEET WEST OF AND PARALLEL WITH THE WEST RIGHT-OF-WAY LINE OF SAID CAMP KEIAS ROAD;
THENCE ALONG SAID LINE FOR THE FOLLOWING 9 COURSES:
1. SOUTH 00°22'10" EAST 62.31 FEET;
2. SOUTH 00°30'10" EAST 2,674.23 FEET;
3. SOUTH 00°35'31" EAST 2,684.53 FEET;
4. SOUTH 00°38'11" EAST 2,610.24 FEET;
5. SOUTH 00°30'34" EAST 199.67 FEET;
6. 227.68 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE EAST HAVING A RADIUS OF 3,032.95 FEET THROUGH CENTRAL ANGLE OF 04°18'04" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 02°39'36" EAST 227.63 FEET;
7. SOUTH 04°48'38" EAST 400.93 FEET;
8. SOUTH 05°08'04" EAST 83.53 FEET;
9. SOUTH 00°29'16" EAST 1672.20 FEET;

THENCE LEAVING SAID LINE SOUTH 89°04'49" WEST 604.79 FEET;
THENCE NORTH 47°03'54" WEST 98.67 FEET;
THENCE SOUTH 52°55'08" WEST 87.29 FEET;
THENCE SOUTH 06°39'26" WEST 102.55 FEET;
THENCE SOUTH 71°24'17" WEST 367.36 FEET;
THENCE NORTH 19°54'41" WEST 104.73 FEET;
THENCE NORTH 43°05'38" WEST 251.09 FEET;
THENCE NORTH 11°04'29" EAST 79.58 FEET;
THENCE NORTH 05°51'31" WEST 66.56 FEET;
THENCE NORTH 48°52'26" WEST 332.24 FEET;
THENCE NORTH 74°56'35" WEST 80.29 FEET;
THENCE SOUTH 74°58'06" WEST 235.65 FEET;
THENCE SOUTH 51°40'42" WEST 93.09 FEET;
THENCE SOUTH 21°53'05" WEST 241.50 FEET;
THENCE SOUTH 77°21'09" WEST 341.17 FEET;
THENCE SOUTH 60°48'05" WEST 79.49 FEET;
THENCE NORTH 88°09'54" WEST 265.68 FEET;
THENCE SOUTH 89°36'53" WEST 1,996.43 FEET;
THENCE 77.48 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE WEST HAVING A RADIUS OF 1415.00 FEET THROUGH A CENTRAL ANGLE OF 03°08'14" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 02°11'35" EAST 77.47 FEET;
THENCE SOUTH 00°38'28" EAST 84.34 FEET;
THENCE NORTH 90°00'00" WEST 71.80 FEET;
THENCE SOUTH 00°38'46" EAST 3,444.22 FEET;
THENCE 224.04 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE WEST HAVING A RADIUS OF 2,721.25 FEET THROUGH A CENTRAL ANGLE OF 04°43'02" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 01°44'02" WEST 223.98 FEET;
THENCE SOUTH 04°05'59" WEST 217.57 FEET;

WilsonMiller

New Directions In Planning, Design & Engineering

DESCRIPTION OF PART OF SECTION 4 THROUGH 9, AND SECTIONS 16 THROUGH 18, TOWNSHIP 48 SOUTH, RANGE 29 EAST, AND PART OF SECTIONS 31 THROUGH 33, TOWNSHIP 47 SOUTH, RANGE 29 EAST, COLLIER COUNTY, FLORIDA
EXHIBIT "A" – D.R.I. LANDS (CONTINUED):

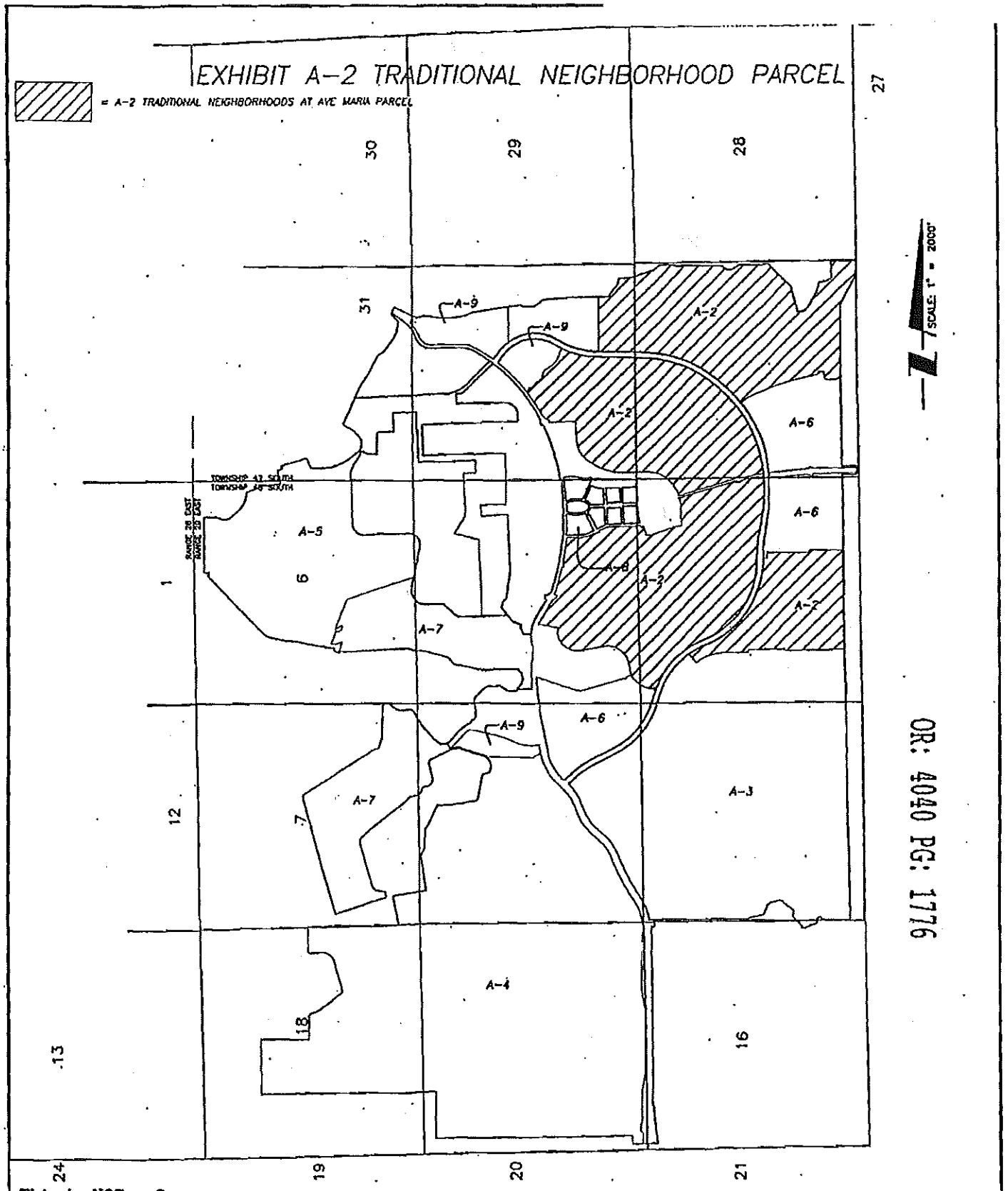
THENCE 153.40 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE EAST HAVING A RADIUS OF 2,277.17 FEET THROUGH A CENTRAL ANGLE OF 03°51'35" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 02°10'28" WEST 153.37 FEET;
THENCE SOUTH 06°34'56" EAST 1,089.87 FEET TO A POINT ON A LINE LYING 100 FEET NORTH OF AND PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF OIL WELL ROAD (100 FOOT RIGHT-OF-WAY);
THENCE ALONG SAID LINE SOUTH 88°54'34" WEST 247.15 FEET TO THE POINT OF BEGINNING.

CONTAINING 5,026.93 ACRES, MORE OR LESS.
SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
BEARINGS ARE BASED ON THE SOUTH LINE OF SAID SECTION 16 BEING SOUTH 88°54'34" WEST.

BY: _____
LANCE T. MILLER, P.S.M. LS#5627

CERTIFICATE OF AUTHORIZATION #LB-43
REF: 4H-125, SHEETS 1-5
DATE: AUGUST 29, 2003
REVISIONS: 1. OCTOBER 16, 2003
2. MARCH 3, 2004
3. SEPTEMBER 30, 2004
4. FEBRUARY 4, 2005
5. FEBRUARY 24, 2005
6. MAY 2, 2005 – REVISED HEADER ON SHEETS 2-10

EXHIBIT "A-2"



OR: 4040 PG: 1776

This is NOT a Survey

Wilson Miller				TITLE: PARCEL SKETCH EXHIBIT A-2 PARCELS TRADITIONAL NEIGHBORHOODS AT AVE MARIA							CLIENT:		
ACTIVITY	INITIALS	EMP. NO.	DATE	FIELD BOOK:									
COMPUTED BY:													
DRAWN BY:	CPRL	1657	2-2008	PAGE:		VERTICAL SCALE: NONE	HORIZONTAL SCALE: 1"=3000'	DATE: 2-2008			SHEET NUMBER: 2 of 9		