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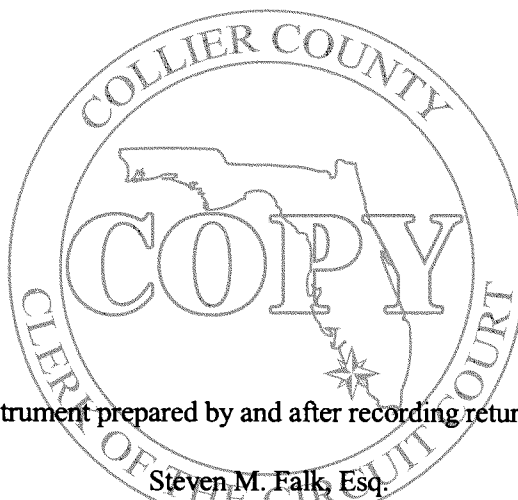
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DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS

FOR

MILANO SECTION II



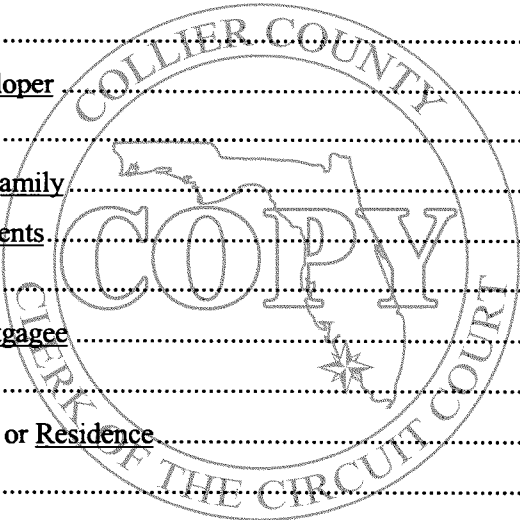
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TABLE OF CONTENTS
FOR
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS
OF
MILANO SECTION II

PAGE NO.

1. <u>DEFINITIONS</u>	1
1.1 <u>Act</u>	1
1.2 <u>Architectural Reviewer</u>	1
1.3 <u>Association</u>	1
1.4 <u>Board</u>	1
1.5 <u>Common Area</u>	1
1.6 <u>Declarant or Developer</u>	2
1.7 <u>Declaration</u>	2
1.8 <u>Family or Single Family</u>	2
1.9 <u>Governing Documents</u>	2
1.10 <u>Guest or Guests</u>	2
1.11 <u>Institutional Mortgagee</u>	2
1.12 <u>Lease</u>	2
1.13 <u>Living Unit, Unit or Residence</u>	2
1.14 <u>Parcel or Parcels</u>	2
1.15 [reserved]	2
1.16 [reserved]	3
1.17 <u>Member</u>	3
1.18 <u>Neighborhood or Properties</u>	3
1.19 <u>Occupant or Occupy</u>	3
1.20 <u>Owner</u>	3
1.21 <u>Primary Occupants</u>	3
1.22 <u>Rules and Regulations</u>	3
1.23 <u>Single Family Residence</u>	3
1.24 <u>Tenant or Tenants</u>	3
1.25 <u>Milano Section II Documents</u>	3



1.26 Milano Section II.....3

1.27 Milano3

2. RECREATION ASSOCIATION.....3

 2.1 Recreation Association.....3

 2.2 Voting in Recreation Association Matters.....4

3. ASSOCIATION: MEMBERSHIP: VOTING RIGHTS.....4

 3.1 Articles of Incorporation4

 3.2 Bylaws4

 3.3 Delegation of Management4

 3.4 Membership4

 3.5 Voting Interests.....5

 3.6 Approval or Disapproval of Matters.....5

 3.7 Change of Membership.....5

 3.8 Termination of Membership.....5

 3.9 Association As Owner of Parcels.....5

 3.10 Membership Roster.....5

 3.11 Limitation on Liability.....5

 3.12 Board of Directors.....5

 3.13 Powers and Duties.....5

4. COVENANT FOR ANNUAL AND SPECIAL ASSESSMENTS.....6

 4.1 Creation of Lien and Personal Obligation for Assessments.....6

 4.2 Reserved.....6

 4.3 Share of Assessments.....6

 4.4 Developer's Guaranty of Assessments and Share for Parcels Owned By It.....6

 4.5 Establishment of Liens.....7

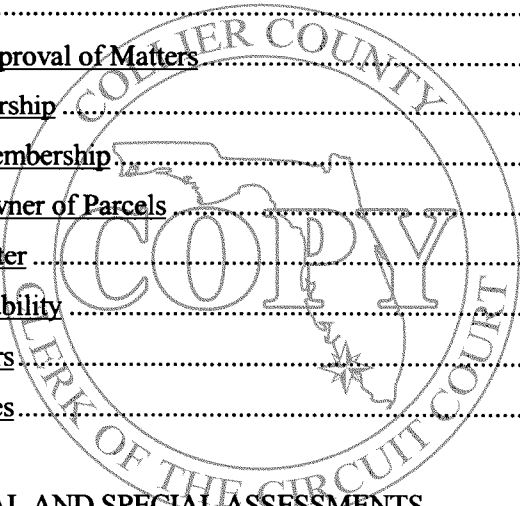
 4.6 Priority of Liens7

 4.7 Collection of Assessments.....7

 4.8 Certificate.....8

5. ARCHITECTURAL AND AESTHETIC CONTROL8

 5.1 Necessity of Architectural Review and Approval.....8



5.2 Architectural Review.....8

5.3 Powers and Duties of Architectural Reviewer9

5.4 Architectural Control by the Recreation Association.....10

5.5 Garages10

5.6 Developer Construction.....10

6. PROPERTY RIGHTS: EASEMENTS.....10

 6.1 Use of Common Area.....10

 6.2 Easements11

 6.3 Partition: Separation of Interest.....11

 6.4 Construction; Maintenance.....12

7. MAINTENANCE OF COMMON AREA AND LIVING UNITS.....12

 7.1 Association Maintenance12

 7.2 Owner Maintenance12

 7.3 Combining Units13

 7.4 Alterations and Additions to Common Area.....13

 7.5 Enforcement of Maintenance.....13

 7.6 Negligence: Damage Caused by Condition in Living Unit13

 7.7 Party Walls.....13

 7.8 Association's Access to Living Units.....14

 7.9 Pest Control.....14

 7.10 Developer's Lien.....14

 7.11 Amendment of Plans and Alteration of Boundaries and Appurtenant Dimensions14

 7.12 Surface Water Management System.....14

8. INSURANCE.....15

 8.1 Association Insurance: Duty and Authority to Obtain15

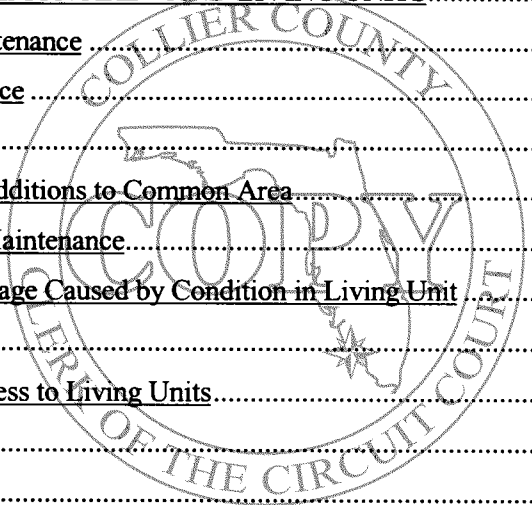
 8.2.1 Required Coverage15

 8.2.2 By the Owner15

 8.3 Optional Coverage.....15

 8.4 Description of Coverage.....16

 8.5 Waiver of Subrogation16



8.6 Insurance Proceeds16

8.7 Association as Agent16

8.8 Reconstruction or Repair After Casualty16

8.9 Plans and Specifications17

9. USE RESTRICTIONS17

 9.1 Residential Purposes17

 9.2 Signs17

 9.3 Nuisance.....17

 9.4 Underground Utility Lines and Services.....17

 9.5 Common Area18

 9.6 Pets and Animals.....18

 9.7 Trucks, Commercial Vehicles, Recreation Vehicles, Mobile Homes, Boats, Campers and Trailers18

 9.8 Exterior Colors.....18

 9.9 Landscaping18

 9.10 Driveways19

 9.11 Antennas19

 9.12 Outdoor Equipment.....19

 9.13 Air Conditioning Equipment19

 9.14 Solar Collectors.....19

 9.15 Walls, Fences, Window Coverings and Hurricane Shutters.....19

 9.16 Lighting.....19

 9.17 Developer.....20

 9.18 Clothes Drying Area/Clotheslines20

 9.19 Milano Documents20

10. DEVELOPER'S AND ASSOCIATION'S EXCULPATION.....20

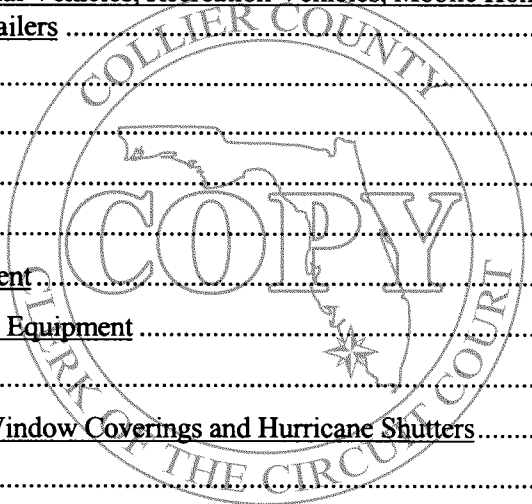
11. ENFORCEMENT OF COVENANTS AND ABATEMENT OF VIOLATIONS20

 11.1 Legal Action.....20

 11.2 Entry by Association20

 11.3 Fines.....21

 11.4 Alternative Method for Resolving Disputes with the Developer.....21



12. LEASING, CONVEYANCE, DISPOSITION.....22

 12.1 Forms of Ownership.....22

 12.2 Transfers23

 12.3 Procedures.....23

 12.4 Leasing.....25

 12.5 Exception25

13. DEVELOPER'S RIGHTS AND DUTIES25

 13.1 Developer's Use.....25

 13.2 Assignment of Development Rights25

14. DURATION OF COVENANTS: AMENDMENT OF DECLARATION.....25

 14.1 Duration of Covenants.....26

 14.2 Proposal26

 14.3 Vote Required26

 14.4 Certificate; Recording26

 14.5 Developer's Rights.....26

 14.6 Developer Amendment of Documents.....26

15. TRANSITION FROM DEVELOPER CONTROL.....27

16. GENERAL PROVISIONS.....27

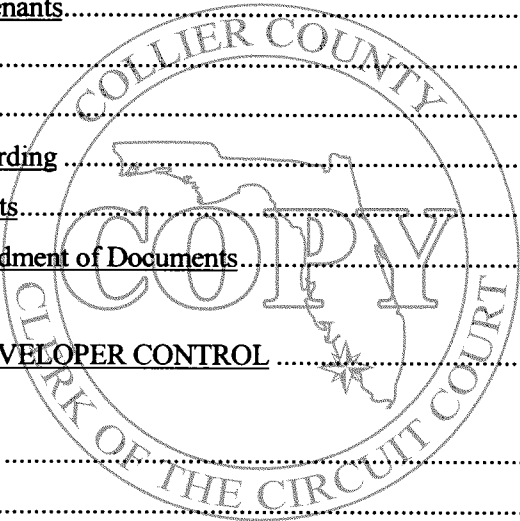
 16.1 Waiver.....27

 16.2 Severability27

 16.3 Headings27

 16.4 Notices27

 16.5 Interpretation.....27



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

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

It is the intent of the aforesaid Developer to ultimately develop the real property, as described in Exhibit "A", as a planned unit development named "Milano Section II" consisting of 74 residential units, located within the larger planned unit development known as "Milano". Upon recording of this Declaration, Developer hereby submits the real property described in Exhibit "A-1" to the terms and conditions of this Declaration. Developer reserves the right to amend this Declaration in order to submit additional portions of the real property described in Exhibit "A" to the terms of this Declaration. Developer shall not be obligated to submit any additional portions of the real property described in Exhibit "A" to the terms of this Declaration, nor is Developer obligated to submit them in any particular order. However, in the event Developer does not submit any additional portion of the real property described in Exhibit "A" to this Declaration, Developer hereby reserves the right, on behalf of its successors and assigns, to grant the owners of residential units in the real property described in Exhibit "A" which is not submitted to this Declaration the right to use the Common Area of the Association and to have the same easement rights with respect to the real property that is subjected to this Declaration. For the purpose of enhancing and protecting the value, attractiveness and desirability of the residential units constituting such development, Developer hereby declares that all of the real property described and each part thereof shall be developed as a planned unit development and shall be held, sold and conveyed only subject to the following easements, covenants, conditions and restrictions which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in the above described property, or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each Owner thereof and the Association.

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

1.1 "**Act**" shall mean and refer to Chapter 720, Florida Statutes (2004).

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 "**Association**" shall mean and refer to Milano Section II Residents' Association, Inc., a Florida corporation not for profit.

1.4 "**Board**" means and refers to the Board of Directors of the Association.

1.5 "**Common Area**" means and refers to all real property which is now or hereafter owned by the

Association or dedicated for use or maintenance by the Association or its members by a recorded plat or this Declaration. At the present time, the Developer does not anticipate that there will be any Common Area. Therefore, references to "Common Area" throughout this Declaration and its exhibits should be read as "Common Area, if any".

1.6 "Declarant" or "Developer" means and refers to PULTE HOME CORPORATION, a Michigan Corporation authorized to do business in the State of Florida. Whenever either term is used in this Declaration, the Articles or Bylaws of the Association, it shall always be deemed to include any successor in interest to the Developer's development rights and obligations.

1.7 "Declaration" means and refers to this Declaration of Covenants, Conditions and Restrictions for Milano Section II, and any amendments hereto.

1.8 "Family" or "Single Family" shall refer to one natural person (as opposed to an artificial entity); or a group of two or more natural persons living together each of whom is related to each of the others by blood, marriage, legal custody or adoption; or not more than two persons not so related, who reside together as a single housekeeping unit, along with their children, if any.

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

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

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

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

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

1.14 "Parcel" or "Parcels" means one or more of the 74 platted parcels of land contained within the land contained within Exhibit "A" hereto into which the Neighborhood will be subdivided, upon each of which a Living Unit has been or is intended to be constructed. Wherever herein the term "Parcel" is used, it shall be interpreted as if followed by the words "and Living Unit constructed thereon" except where the context clearly requires otherwise.

1.15 [reserved].

1.16 [reserved].

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

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

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

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

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

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

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

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

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

1.26 "Milano Section II" means and refers to and shall be the name of the Neighborhood.

1.27 "Milano" 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 Milano recorded in O.R. Book 3644 Pages 2413 et seq., Public Records of Collier County, Florida ("Milano Declaration"), including any Exhibits and Supplements and amendments thereto, all as amended and supplemented from time to time. "Recreation Association" means Milano Recreation Association, Inc., a not-for-profit homeowners' association responsible for the operation of Milano. "Milano Documents" means the Declaration of Covenants, Conditions and Restrictions for Milano, Articles of Incorporation, Bylaws, any Supplemental Declaration thereto, Rules and Regulations, Architectural Standards, Resolutions and any other exhibits, all as amended from time to time.

2. RECREATION ASSOCIATION.

2.1 Recreation Association. Each Parcel Owner in Milano Section II takes title subject to, and

agrees to comply with the Milano Documents as amended from time to time. Each Parcel Owner becomes a member of the Recreation Association and that membership is appurtenant to and inseparable from ownership.

2.2 Voting in Recreation Association Matters. Owners in Milano Section II shall vote in Recreation Association matters in the manner set forth in the Milano Documents.

3. ASSOCIATION: MEMBERSHIP: VOTING RIGHTS. The administration, management and ownership of the Common Area shall be by the Milano Section II Residents' Association, Inc., a Florida corporation not for profit, which shall perform its functions pursuant to the following:

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

3.2 Bylaws. The initial Bylaws of the Association shall be the Bylaws as attached as Exhibit "C".

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

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

(A) Class A. Class A Members shall be all those Owners as defined in Section 1, with the exception of the Class B Member. Class A membership shall become effective upon the occurrence of the last to occur of the following

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

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

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

3.5 Voting Interests. The Class A Members of the Association are entitled to one (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 Declaration. The vote of a Parcel is not divisible. The right to vote may not be denied because of delinquent 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 or more natural persons who are not acting as trustees, that Parcel's vote may be cast by any one of the record Owners. If two or more 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 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, partner or trustee, as the case may be. The Class B Member shall be entitled to a number of votes equal to the total number of Parcels owned by the Class A Members plus one vote; provided that subsequent to Transition, as referenced in Section 15 hereof, the Class B Member shall be entitled to one vote for each Parcel owned by it.

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

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

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

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

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

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

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

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

4. COVENANT FOR ANNUAL AND SPECIAL ASSESSMENTS.

4.1 Creation of Lien and Personal Obligation for Assessments. Subject to the limitations on assessment liability set forth in Sections 4.3 and 4.4, Developer, for each Parcel within the Neighborhood, hereby covenants, and each subsequent Owner of any Parcel (including any purchaser at a judicial sale), by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (A) the Parcel's pro rata share of annual assessments based on the annual budget adopted by the Association;
- (B) the Parcel's pro rata share of special assessments for Association expenditures not provided for by annual assessments;
- (C) any charges against less than all of the Parcels specifically authorized in this Declaration or the Association Bylaws; and
- (D) initial capital contributions payable at closing to the Association as determined by the Developer.

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

4.2 Reserved.

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

4.4 Developer's Guaranty of Assessments and Share for Parcels Owned By It. Developer guarantees that until the earlier to occur of either: (a) December 31, 2005; or (b) the date control of the Association is turned over to Parcel Owners other than the Developer, monthly assessments against each Owner by the Association shall not exceed \$243.61. Developer reserves the right to renew the guaranty period for additional periods of up to one (1) year each, on such terms as established by Developer, provided that no guaranty period shall extend beyond transition to non-Developer control of the Board of Directors of the Association. During the guaranty period, the Developer shall be excused from the payment of

assessments for Parcels owned by it, and instead shall pay that portion of all Association expenses actually incurred which exceeds the amounts assessed against other Parcel Owners. Such difference, herein called the "deficiency", includes assessments or charges levied by the Recreation Association, which shall be deemed part of the Association's common expenses. However, if the Association or the Recreation 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 guaranty period, the initial capital contributions payable at closing to the Association may be used to pay operating expenses, fund reserves, or for any other purpose permitted or obligation imposed upon the Association pursuant to the Milano Section II Documents. Following the expiration of the guaranty period, the Developer shall pay assessments as described in Section 4.3 hereof.

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

4.6 Priority of Liens. The foregoing notwithstanding, the Association's lien for unpaid assessments shall be subordinate and inferior to: the lien of all taxes, and other levies which by law would be superior thereto; and the Recreation Association's continuing lien. The Association's lien shall be subordinate and inferior to the lien of any recorded Institutional Mortgage, unless the Association's Claim of Lien was recorded prior to the Institutional Mortgage, but shall be superior to, and take priority over, any other mortgage or lien regardless of when recorded. Any lease of a Living Unit shall be subordinate and inferior to any Claim of Lien of the 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, shall be treated as a special assessment divided equally among, payable by and assessed against all Parcels, including the Parcel as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

4.7 Collection of Assessments. If any Owner fails to pay any Assessment, or installment thereof, within ten (10) days after the due date, the 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 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 Association approval of any proposed sale or transfer of the Owner's Parcel and Living 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 Association in the same manner as that provided pursuant to Florida law for the foreclosure of liens on condominium units for unpaid condominium assessments.

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

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

5. ARCHITECTURAL AND AESTHETIC CONTROL.

5.1 Necessity of Architectural Review and Approval. Except for Developer, no Owner shall make or permit the making of any alterations or additions to his Parcel or the Common Area, or in any manner change the exterior appearance of any portion of the Living 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 Living Unit, are subject to regulation by the Architectural Reviewer. The installation of hurricane shutters shall be subject to regulation by the Architectural Reviewer. No Owner may alter the landscaping of the Common Area or his Parcel in any way without prior approval of the Architectural Reviewer.

5.2 Architectural Review. The architectural review and control functions of the Association shall be administered and performed by the "Architectural Reviewer", as defined herein. Prior to Transition, the Developer shall be the Architectural Reviewer and shall have the exclusive right to exercise architectural review under this Section. Developer may delegate its reserved rights hereunder to any entity, including the Board of Directors of the Recreation Association or of the Association or an Architectural Review Committee appointed by the Board of Directors of the Recreation Association or of the Association, in which case the delegatee shall be deemed the Architectural Reviewer. Prior to Transition, the Association shall not be required to adopt Architectural Planning Criteria, but rather, the Developer shall have the authority to process applications in its reasonable discretion and in accordance with its building plans, specifications, plan of development and aesthetic requirements. The Architectural Planning Criteria shall in no event apply to the Developer. Subsequent to Transition, the Architectural Reviewer shall be the Recreation Association, unless the Recreation Association's Board of Directors grants the Association authority to exercise initial architectural review authority over the Neighborhood. If at any time the Association becomes the Architectural Reviewer, and the Association initially rejects an Owner's application, the Recreation Association shall not have any obligation to process an Owner's application.

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 Declaration. As long as Developer owns at least one Parcel or other property in the Neighborhood, the Architectural Reviewer shall not alter the Architectural Planning Criteria, without Developer's prior written consent, which consent may be denied in Developer's discretion. Notice of any modification or amendment to the Architectural Planning Criteria, including a verbatim copy of such change or modification, shall be delivered to each member of the Association; provided that the delivery of a copy of the modification or amendment to the Architectural Planning Criteria shall not constitute a condition precedent to the effectiveness or validity of such change or modification.

(B) To require submission of one (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 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 and may require such additional information as reasonably may be necessary for the Architectural Reviewer to completely evaluate the proposed structure or improvement in accordance with this Declaration and the Architectural Planning Criteria. Reviews shall be coordinated with required governmental approvals. The Architectural Reviewer shall have 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 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 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 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 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 Owner, they shall become a lien on the Owner's Parcel.

(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 Recreation Association. In the event initial architectural review is exercised by the Association, approval of construction, modification, or alteration of any Living Unit or Common Area granted by the Architectural Reviewer pursuant to this Declaration shall not avoid the need for nor guaranty such approval as may be required by the Milano Documents. The Architectural Planning Criteria of the Recreation Association shall take priority over any conflicting provisions adopted by the 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 the Developer for use as a temporary sales office.

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

6. PROPERTY RIGHTS: EASEMENTS.

6.1 Use of Common Area. Except as otherwise limited in the Governing Documents, every Owner and his tenants, guests and invitees shall have a perpetual non-exclusive easement for ingress, egress and access in, to and over the Common Area for use in common with all other Owners, their tenants, guests and invitees, in such manner as may be regulated by the Association. These easements shall be appurtenant to and shall pass with the title to every Living Unit subject to the following:

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

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

(C) The right of an Owner to the use and enjoyment of the 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 Association.

THE ASSOCIATION SHALL ACCEPT "AS IS, WHERE IS" THE CONVEYANCE OF SUCH PROPERTY WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, WITH RESPECT THERETO, OR WITH RESPECT TO THE IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO, REPRESENTATIONS OR WARRANTIES REGARDING THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, CONDITION, QUALITY OF

CONSTRUCTION, ACCURACY, COMPLETENESS, DESIGN, ADEQUACY OF SIZE OR CAPACITY IN RELATION TO THE UTILIZATION, DATE OF COMPLETION OR THE FUTURE ECONOMIC PERFORMANCE OF OPERATIONS OF, OR THE QUALITY OF MATERIALS OR FURNITURE WHICH HAS BEEN OR WILL BE USED IN SUCH PROPERTY. BY ACCEPTANCE OF AN INTEREST IN ANY SUCH PROPERTY OR THE DEED TO ANY PARCEL, THE ASSOCIATION AND ALL OWNERS RELEASE DEVELOPER FROM ANY CLAIMS AND WARRANT THAT NO CLAIM SHALL BE MADE BY THE ASSOCIATION OR ANY OWNER RELATING TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, CONDITION, QUALITY OF CONSTRUCTION, ACCURACY, ADEQUACY OF SIZE OR CAPACITY, FOR THE NUMBER OF USERS, DESIGN, FITNESS, ECONOMIC PERFORMANCE OR COMPLETENESS OF SUCH PROPERTY OR REPAIRS OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING THEREFROM.

6.2 Easements. The Developer (during any period in which the Developer has any ownership interest in the Neighborhood) 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 Neighborhood and to grant access easements and to relocate any existing access easements in any portion of the Neighborhood as the Developer shall deem necessary or desirable, for the proper construction of the Neighborhood, operation and maintenance of the Neighborhood, or any portion thereof, or for the general health or welfare of the Owners or for the purpose of carrying out any provisions of this Declaration. Such easements or the relocation of existing easements may not prevent or unreasonably interfere with the use of the Parcels and Living Units. Each Living Unit and Parcel shall be subject to an easement in favor of all other portions of the Neighborhood for the location of utilities and for surface water drainage, for lateral and subjacent support, and for the use, maintenance, repair, and replacement of the party walls, structural supports, roofs, pipes; wires, ducts, vents, cables, conduits, public utility lines and other similar or related facilities serving other Parcels and portions of the Neighborhood, including without limitation, an easement for any fire sprinkler/monitoring system. If any Living Unit encroaches upon of the Common Area or upon any other Living Unit for any reason other than the intentional act of the Owner thereof, or if any Common Area encroaches upon any Parcel, then an easement shall exist to the extent of that encroachment as long as the encroachment exists. Each Living Unit shall have an easement of support with respect to the party wall and any portion of adjacent Living Units which contributes to the support of the Living Unit. If a building, window, eave, projection, gutter, roof or any other structure on a Parcel shall encroach upon any adjoining Parcel, by reason of original construction, reconstruction, repair, shifting, settlement, or movement of any portion of the improvements, or by the unintentional act of the Owner or Developer, then an easement appurtenant to such Parcel, to the extent of such encroachment, shall exist so long as such encroachment shall exist. An easement for repair and maintenance of the improvements shall exist over and across adjoining Parcels. In the event that any structure is partially or totally destroyed, then rebuilt, then the Owners and the Association agree that minor encroachments on adjacent Parcels or on Common Area due to construction shall be permitted and that an easement for such encroachments and the maintenance of the structure shall exist. The Association is granted a blanket easement over the Common Area and Parcels for repair and maintenance and for carrying out its responsibilities pursuant to this Declaration. Following transition from Developer control, the Association shall have the authority to grant easements on the foregoing terms, subject to the Developer's prior written consent as long as Developer owns a Parcel or any property located in the Neighborhood.

6.3 Partition: Separation of Interest. There shall be no judicial partition of the Common Area,

except as expressly provided elsewhere herein, nor shall Developer, or any Owner or any other person acquiring any interest in the Neighborhood, or any part thereof, seek judicial partition thereof. Nothing herein shall be construed to prevent judicial partition of any Parcel and Living Unit owned on cotenancy. The ownership of any Parcel and the ownership of the Living Unit constructed thereon may not be separated or separately conveyed; nor may any person who does not have an ownership interest in at least one Parcel and Living Unit hold membership in the Association, except for Developer.

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

6.5 Additional Easements. The Parcels shall be subject to and benefited by any and all easements which are set forth in the Milano Documents and the Plat of Milano recorded in Plat Book 41 at Page 69 *et. seq.*, Public Records of Collier County, Florida (the "Plat"). The Association shall have such easements across the Neighborhood and all Parcels as are necessary to fulfill its obligations as set forth in the Governing Documents.

7. MAINTENANCE OF COMMON AREA AND LIVING UNITS.

7.1 Association Maintenance. The Association shall maintain, repair and replace those items set forth in this Section and elsewhere in this Declaration. All maintenance, repair and replacement which is the responsibility of the Association shall be a common expense, unless the Association undertakes maintenance, repair or replacement of those portions of a Parcel for which a Owner is responsible, due to an Owner's failure to undertake the maintenance, repair or replacement. The Association is responsible for the protection, maintenance, repair and replacement of the Common Area. The Association shall maintain, repair and replace lawns, landscaping and irrigation located on each Parcel. The Association shall maintain, repair and replace roofs of Living Units, including any structural elements thereto (for example, roof trusses) and the exterior of Living Units (excluding windows, screens and railings), including any maintenance beneath the exterior of a Living Unit which is required in order to effectuate repairs to the exterior. The Association shall also maintain, repair and replace the fire sprinkler/monitoring system. The Association shall also restore after casualty portions of Living Units, for which the Association is obligated to procure insurance pursuant to this Declaration. The Association shall not be obligated to maintain an Owner's swimming pool or ancillary structures.

7.2 Owner Maintenance. Parcel Owners shall maintain those portions of the Living Unit which are not otherwise maintained by the Association. If an Owner makes any modifications, installations or additions to his Living Unit or the Common Area, the Owner and his successors in title shall be financially responsible for the insurance, maintenance, repair and replacement of the modifications, installations or additions, as well as the cost of repairing any damage to the common elements resulting from such modifications or additions. Whenever an Owner contracts for maintenance, repair, replacement, alteration, addition or improvement of any portion of the Living Unit or Common Area, whether with or without Association approval, such owner shall be deemed to have warranted to the Association and its members that his contractor(s) are properly licensed and fully insured and that the owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance. The Owner also agrees to comply with the requirements of Chapter 713, Florida Statutes and to indemnify the

Association and its members from any construction liens which may attach to the Common Area and which are attributable to work performed by or for the benefit of the Owner.

7.3 Combining Units. The Board of Directors may authorize the removal of the party wall between two Living Units in order that the Living Units might be used together as one integral living space, on the condition that all assessments and voting rights shall be calculated as if such combined Living Unit constituted separate Living Units. Notwithstanding the fact that two (2) Living Units may thereby be used as one (1), it is the intent and purpose hereof that the Owner of such "combined" Living Units shall be treated as the owner of as many Living Units as have been combined. In addition to acknowledging his consent, the Owner of the combined Living Units shall secure the approval of the holders of liens against such Living Units as a condition to the Board granting its approval. The Owner of the combined Living Units shall be responsible for complying with all applicable building codes and the permitting requirements of all applicable governmental agencies.

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

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

7.6 Negligence: Damage Caused by Condition in Living Unit. The owner of each Living Unit shall be liable for the expenses of any maintenance, repair or replacement of Common Area, other Living 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 Owner has a duty to maintain his Living Unit and personal property therein, in such a manner as to prevent foreseeable and reasonably preventable damage to other Living Units, the Common Area or the property of other owners and residents. If any condition, defect or malfunction, resulting from the Owner's failure to perform this duty causes damage to other Living Units, the Common Area or property within other Living Units, the owner of the offending Living 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. If one or more of the Living Units involved is not occupied at the time the damage is discovered, the Association may enter the Living Unit without prior notice to the owner and take reasonable action to mitigate damage or prevent its spread. The 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.

7.7 Party Walls. Each wall or similar structure built as part of the original construction of the Living Units which serves and/or separates any two adjoining Living Units shall constitute a party wall. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners who make

use of the party wall, except as otherwise provided in the Governing Documents.

7.8 Association's Access to Living Units. The Association has an irrevocable right of access to the Living Units for the purpose of protecting, maintaining, repairing, and replacing those portions of a Living Unit to be maintained by the Association under this Declaration, and as necessary to prevent damage to one or more Living Units. The Association's right of access includes, without limitation, entry for purposes of preventive maintenance as well as the right, but not the duty, to enter under circumstances where the health or safety of residents may be endangered. The exercise of the Association's rights of access to the Living Unit shall be accomplished with due respect for the rights of occupants to privacy and freedom from unreasonable annoyance, as well as with appropriate precautions to protect the personal property within the Living Unit. The Association may retain a pass-key to all Living Units. If it does, no Living Unit Owner shall alter any lock, nor install a new lock, which prevents access when the Living Unit is unoccupied, unless the Owner provides the Association with a key. If the Association is not provided with a key to the Living Unit, the owner shall pay all costs incurred by the Association in gaining entrance to his Living Unit, and also shall be responsible for any damage done to his Living Unit in gaining entrance thereto, and shall also be liable for any damage resulting from delay in gaining entrance to his Living Unit caused by the unavailability of a key.

7.9 Pest Control. The Association may supply pest control within Living Units with the cost thereof being part of the common expenses.

7.10 Developer's Lien. In the event the Association fails to maintain, replace or repair as herein provided, upon thirty (30) days notice to the Association, the 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, the 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 the Developer in collecting the sums expended by it. The aforesaid lien may be foreclosed in the same manner as mortgages or statutory liens are foreclosed in Florida. In the event of an emergency situation, threatening the health and welfare of the residents, the 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 the Developer shall have an enforceable lien upon the Neighborhood as aforesaid.

7.11 Amendment of Plans and Alteration of Boundaries and Appurtenant Dimensions. Notwithstanding anything to the contrary contained herein, Developer reserves the right to change the interior design floor plan or arrangement of Living Units, or to alter the boundaries between Living Units as long as Developer owns such Living Units, provided that the Governing Documents are amended as needed to reflect the changes.

7.12 Surface Water Management System. The surface water management system shall consist of certain water management lakes and ancillary drainage facilities constructed by the Developer in accordance with permits issued by the South Florida Water Management District. The Developer or the Recreation Association may reconfigure the size and location of the lakes. The Developer and the Recreation Association shall have an easement over the Neighborhood for purposes of accessing the lakes and ancillary drainage facilities. The Developer or the Recreation Association may require the surface water management system and other conservation areas in Milano to be included in the Recreation Association Common Area. The lakes shall not be available for use by Parcel Owners or the Association, nor shall any Parcel Owner in any manner interfere with or alter the surface water management system or interfere with the access rights of any entity responsible for its maintenance. All Owners acknowledge that due to ground water

elevations, priorities established by governmental authorities, and other causes outside of the reasonable control of the Developer and the Recreation Association, lake water levels may fluctuate at certain times during the year and such fluctuations may be material. Neither the Developer nor the Recreation Association shall have any liability for aesthetic conditions, objectionable odors, damage to plantings or direct or consequential damages of any nature caused by the fluctuation of water levels, water quality, and complying with the permitting requirements of governmental agencies.

8. **INSURANCE:** In order to adequately protect the Association and its members, insurance shall be carried and kept in force at all times in accordance with the following provisions:

8.1 **Association Insurance: Duty and Authority to Obtain.** The Board of Directors shall use its best efforts to obtain and keep in force the insurance coverage which it is required to carry by law and under this Declaration, and may obtain and keep in force any or all additional insurance coverage as it deems necessary. The name of the insured shall be the Association and the Owners without naming them, and their mortgagees, as their interests shall appear. To the extent permitted by law, the Association may self-insure. The Board may obtain insurance policies containing deductibles.

8.2.1 **Required Coverage.** The Association shall use its best efforts to obtain and maintain adequate insurance covering all of the Parcels and the Common Area, in amounts determined annually by the Board of Directors, such insurance to afford the following protection:

A. **Property.** Loss or damage by fire, extended coverage (including windstorm), vandalism and malicious mischief, and other hazards covered by what is commonly known as an "All Risk" property contract. The Association shall not be obligated to insure floor, wall and ceiling coverings, built-in cabinets, appliances, water heaters, air conditioning and heating equipment, fixtures and personal contents of Owners. The Association shall not be obligated to insure any alterations, additions or improvements made to the Living Unit by the Owner or his predecessors in title.

B. **Flood.** If the Neighborhood is located in the category of flood zone such that mortgagees require the Association and Unit Owners to obtain flood insurance, in amounts deemed adequate by the Board of Directors, and any mortgagees, as available through the National Flood Insurance Program.

C. **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 Board of Directors, with cross liability endorsement to cover liabilities of the Owners as a group to an Owner.

D. **Automobile.** Automobile liability for bodily injury and property damage for all owned and non-owned motor vehicles, in such limits of protection and with such coverage as may be determined by the Board of Directors.

E. **Directors and Officers Liability.**

8.2.2 **By the Owner.** Each Owner is responsible for maintaining liability insurance on his Parcel and property insurance for those portions of the Living Unit which are excluded from the Association's responsibilities set forth in this Declaration.

8.3 **Optional Coverage.** The Association may purchase and carry other such insurance coverage as the Board of Directors may determine to be in the best interest of the Association and Owners. Some of the more common options include:

- A. Additional flood insurance.
- B. Broad Form Comprehensive General Liability Endorsement.
- C. Medical Payments.
- D. Leakage, seepage and wind-driven rain.
- E. The Association may maintain Workers' Compensation insurance on at least a minimum premium basis.

8.4 Description of Coverage. A detailed summary of the coverages included in the master policies, and copies of the master policies, shall be available for inspection by Owners or their authorized representatives upon request.

8.5 Waiver of Subrogation. If available and where applicable, the Board of Directors shall endeavor to obtain insurance policies which provide that the insurer waives its right to subrogation as to any claim against the Association, Owners, or their respective servants, agents or guests, except for any claim based upon gross negligence evidencing reckless, willful or wanton disregard for life or property.

8.6 Insurance Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association, the Owners and their mortgagees as their interests may appear, and all proceeds shall be payable to the Association. The duty of the Association shall be to receive such proceeds as are paid, and to hold the same in trust, and disburse them for the purposes stated herein and for the benefit of the Owners and their respective mortgagees in the following shares:

A. Common Area. Proceeds on account of damage to Common Area shall be held by the Association as trustee for the Owners.

B. Living Units. Proceeds on account of damage to the Living Units shall be held by the Association as trustee for the applicable Owner(s). The share applicable to a specific Owner shall be based on the amount of damage to that Owner's Living Unit.

C. Mortgage. If a mortgagee endorsement has been issued as to a Living Unit, the shares of the mortgagee and the Unit Owner shall be as their interests appear. In no event shall any mortgagee have the right to demand application of insurance proceeds to any mortgage or mortgages which it may hold against a Living Unit(s), except to the extent that insurance proceeds exceed the actual cost of repair or restoration of the damaged building or buildings. Except as otherwise expressly provided, no mortgagee shall have any right to participate in determining whether improvements will be restored after casualty.

8.7 Association as Agent. The Association is hereby irrevocably appointed as agent for each Owner to adjust all claims arising under insurance policies purchased by the Association for damage or loss to those portions of the Neighborhood within the Association's insurance responsibility.

8.8 Reconstruction or Repair After Casualty. The Living Unit Owner shall be obligated to repair after casualty any portion of the Living Unit which he/she is obligated to insure. The Association shall be obligated to repair after casualty any portion of the Living Unit(s) which it is obligated to insure. If the proceeds of Association insurance are insufficient to repair the portions of the Living Unit(s) which it is

obligated to insure, then the Association shall levy a special assessment against all Owner's for the necessary funds as a common expense.

8.9 Plans and Specifications. Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the original buildings, or according to different plans and specifications approved by the Association, by the owners of at least three-fourths (3/4ths) of the Units, and by fifty-one percent (51%) of the Institutional Mortgagees. Any such repairs or reconstruction are also subject to the architectural review provisions of the Milano Documents.

9. USE RESTRICTIONS.

9.1 Residential Purposes. No Parcel shall be used for other than single-family residential purposes, except that Parcels, or portions of Parcels may be used by Developer for temporary offices, sales offices or model villas. No trade or business may be conducted in or from any Unit, except that an Owner or occupant residing in a Unit may conduct business activities within the Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Unit; (b) the business activity conforms to all zoning requirements; (c) the business activity involves only telephone calls and correspondence to and from the Unit and does not involve persons coming into the 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 Architectural Reviewer and the Recreation Association, except in connection with the sale or resale of Units by the Developer or as may be required by legal proceedings. Signs which are permitted within the Neighborhood may be restricted as to the size, color, lettering, materials and location of such signs. The Developer shall have the right to erect signs as it deems appropriate in its sole discretion. The Board of Directors shall have the right to erect signs on the Common Area as the Board deems appropriate, subject to the prior written consent of the Architectural Reviewer. 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 prior written consent of the Architectural Reviewer and the Recreation Association or unless they are installed by the Developer. No sign shall be nailed or otherwise attached to trees.

9.3 Nuisance. Nothing shall be done upon any Parcel or in any Neighborhood or in the 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.

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 Common Area. No Parcel Owner shall make use of the Common Area in such a manner as to abridge the equal rights of the other Parcel Owners to their use and enjoyment thereof nor shall any Parcel Owner remove, prune, cut, damage or injure any trees or other landscaping located in the Common Area. Except as otherwise stated in this Declaration and its Exhibits or with respect to Developer's reserved rights, any portion of the Common Area which is deemed open space shall be owned by the 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 Owner's Parcel and shall not be permitted to run freely. When outside the Owner's Parcel (if it does not have a "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, sport utility vehicles and pick-up trucks shall be considered to be automobiles and may be parked on driveways if the vehicle is used for the primary purpose of transportation of passengers and their personal goods. If the vehicle is used primarily for the transportation of goods then it shall be considered to be a truck. Police cars may be parked on driveways if the driver is a police officer. All other vehicles (i.e. all motorized and non-motorized vehicles except operable automobiles) including, without limitation, the following: Security company vehicles, inoperable 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, pick-up trucks or other vehicles which may be utilized by Developer, its contractors and subcontractors for purposes of completing construction of the Community.

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

9.9 Landscaping. All areas not covered by structures, walkways, paved parking facilities or areas approved by the 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. Use of irrigation is subject to South Florida Water Management District water use guidelines.

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

9.11 Antennas/Flagpoles. Antennas and satellite dishes are prohibited, except that (a) antennas or satellite dishes designed to receive direct broadcast satellite service which are one meter or less in diameter (b) antennas or satellite dishes designed to receive video programming services via multi-point distribution services which are one meter or less in diameter; or (c) antennas or satellite dishes designed to receive television broadcast signals, ("Reception Device") shall be permitted, provided that the Reception Device is located so as not to be visible from outside the Living Unit, or is located on the lanai of the Living Unit, extending no higher than the eaves of that portion of the roof of the Living Unit directly in front of the Reception Device. The Board of Directors may require that a Reception Device be painted or screened by landscaping in order to blend into the Living Unit and removed from view from the street and other Living 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 Owner shall be prevented from displaying a portable, removable American 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, from displaying in a respectful manner a portable, removable official US Army, Navy, Air Force, Marine Corps or Coast Guard flag not larger than 4.5' x 6'.

9.12 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 placed underground, walled-in or placed in sight-screened or fenced-in areas so that they shall not be readily visible from any adjacent streets or properties. Otherwise, adequate landscaping shall be installed and maintained around these facilities. The 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. Basketball hoops, outdoor toys and swing sets are not permitted on an Owner's Parcel, nor shall they be stored on any lanai.

9.13 Air Conditioning Equipment. Window or wall air conditioning units are prohibited.

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 and Hurricane Shutters. Except as provided in Section 9.12 above, no wall or fence shall be constructed on any Parcel. Owners may install hurricane shutters, subject to specifications adopted by the Association and the Recreation Association. The Association 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 Association. Laminated glass and window film architecturally designed to function as hurricane protection which complies with the applicable building code, may be used in place of hurricane shutters, except that reflective window coverings are prohibited. The Association's hurricane shutter specifications may not conflict with those adopted by the Recreation Association.

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 Developer. As used in this Section 9, when the Architectural Reviewer's approval is required, it shall, prior to Transition, mean the "Developer's approval" (unless the Developer has delegated its architectural review functions to another entity). After Transition, the Developer's approval shall also be required as long as 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.

9.19 Milano Documents . The use and alteration of all Living Units and Common Area by the Association and all Owners is governed and limited by the Milano Documents. The use restrictions contained herein and any rules and regulations of the Association, as they may be amended from time to time, shall be cumulative with the provisions of the Milano Documents. The provisions of the Milano Documents shall prevail over any conflicting provisions contained in the Milano Section II Documents, provided, however, that the Milano Section II Documents may contain provisions that are more restrictive than the Milano Documents.

10. DEVELOPER'S AND ASSOCIATION'S EXCULPATION. The Association and the Developer may grant, withhold or deny its permission or approval in any instance where its permission or approval is permitted or required without incurring liability of any nature to the Owners or any other person for any reason whatsoever, any permission or approval so granted shall be binding upon all persons.

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

11.1 Legal Action. Judicial enforcement of the Governing Documents shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, or against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If such action is instituted, the Association shall, in addition, be entitled to recover its costs and attorney's fees incurred in enforcing the Governing 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 Association. Violation of any conditions or restrictions, or breach of any covenant, herein contained or in any of the Governing Documents, shall also give the Developer, its successors and assigns, and/or the Association and its authorized agent or representative, in addition to all other remedies, the right to enter upon the land of a Living Unit where such violation or breach exists and in the event of an emergency, summarily abate and remove, at the expense of the Owner of the land, any construction or other

violation that may be or exist thereon. The Developer, its successors and assigns and/or the Association and its authorized agents shall not thereby become liable in any manner for trespass, abatement or removal.

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

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

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

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

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

(c) If the mediation results in an impasse, then either party shall have 10 additional days in which to submit the Claim to final and binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association (“AAA”), in the case of a construction defect claim and the Federal Arbitration Act (Title 9 of the United States Code). If not timely submitted to arbitration or if the Claimant does not appear for the arbitration hearing, Claimant shall be deemed to have

waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to any person other than the Claimant. This subsection (c) is an agreement to arbitrate and is specifically enforceable under Chapter 682, Florida Statutes. The arbitration award shall be final and binding, and judgment may be entered upon it in any court of competent jurisdiction to the fullest extent permitted under the laws of the State of Florida.

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

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

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

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

12. LEASING, CONVEYANCE, DISPOSITION. 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 an Owner shall be subject to the following restrictions, which each Owner covenants to observe (except for the exceptions set forth in Section 12.4 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-owners are other than husband and wife, or two (2) persons who reside together as a single housekeeping unit, the Board shall condition its approval upon designation of two (2) individuals as the "primary occupants", and the use of the Parcel by other persons shall be as though the primary occupants were the only actual Owners. The intent of this provision is to permit multiple owners, but to prohibit short term, transient use by several individuals or families. Any change in the primary occupants shall be treated as a

transfer of ownership by sale or gift, subject to all of the provisions of this Section.

(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 an Owner shall be conditioned upon designation of two (2) individuals as the "primary occupants", and the use of the Parcel by other persons shall be as though the primary occupants were its only actual 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-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 member from such Parcel, and occupancy of the Parcel shall be as if the life tenant was the only Owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy right unless separately approved by the Association. The life tenant and holders of the remainder interest shall be jointly and severally liable for all assessments and charges against the Parcel. The life tenant may, by signed agreement, transfer the right to vote in all Association matters to any one remainderman, subject to approval by the Association of such arrangement. Except in the case where such a transfer has been made, if the consent or approval of the Owner is required for any purpose, that consent or approval of the holders of the remainder interest shall not be required.

12.2 Transfers. Prior to the lease or transfer, it is the responsibility of the Owner to provide the tenant or purchaser the complete set of Governing Documents and any other documents required by law. If the new purchaser has not received a copy of said documents, the closing shall be delayed until such time as the documents are provided.

(A) Lease, Sale or Gift. No 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 Board of Directors of the Association.

(B) Devise or Inheritance. If any Owner acquires his title by devise or inheritance, his right to Occupy or use the Parcel shall be subject to the approval of the Association. The approval of the Association shall not be denied to any devisee or heir who was the decedent's lawful spouse or related to the Owner by blood or adoption within the first degree.

(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 Association under the procedure outlined in Section 12.3 below.

12.3 Procedures.

(A) Notice to Association.

(1) Lease, Sale or gift. An Owner intending to lease his Living Unit or sell or make a gift of his Parcel or any interest therein, shall give to the Board of Directors or its designee, written notice of such intention at least twenty (20) days prior to the date of the proposed lease or transfer, together with 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 Board may reasonably require. The 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 Association of his ownership and submit to the Association a certified copy of the instrument evidencing his ownership and such other information as the Board may reasonably require. The transferee shall have no occupancy right unless approved by the Board, but may sell or lease the Parcel in accordance with the procedures provided in this Declaration.

(3) Failure to give Notice. If no notice is given, the Association at its election may approve or disapprove the lease or transfer without prior notice. If it disapproves, the Association shall proceed as if it received notice on the date of such disapproval; however, the proposed transferee may provide the 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 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 Association in recordable form (for transfers) and delivered to the lessor or transferee. If the Board neither approves nor disapproves within twenty (20) days, such failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a Certificate of Approval to the lessor or transferee. If the Association disapproves without good cause, upon written demand of the Owner, the Association shall supply an alternate purchaser it approves or the Association may itself elect to purchase and the Owner must sell to such alternate purchaser or to the Association upon the same terms set forth in the purchase and sale agreement, or the 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 Association has elected to purchase.

(C) Disapproval.

(1) The Board may disapprove a proposed lease or transfer only if a majority of the whole 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 Neighborhood;

(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, Owner or occupant of a Living 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 owner is delinquent on assessments owed to the Association at the time of application.

12.4 Leasing. Only entire Living 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 Living Unit may be used on a "time share" basis. All leases must and shall be deemed to contain the agreement of the tenant(s) to abide by all of the restrictions contained in the Governing Documents and shall be deemed to provide that a violation thereof is grounds for damages, termination and eviction and that the tenant and the Owner agree that the Association may proceed against either the Owner or the tenant and that the Owner or the tenant shall be responsible for the 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 Association approval of the acquisition of title by judicial sale, nor by an Institutional Mortgagee who acquires title through the mortgage, whether by foreclosure or deed in lieu of foreclosure; however, Association approval is required for a purchaser from such mortgagee. The Developer shall have the right to sell, lease or transfer any Parcel/Living Unit it owns without Association approval, and on such terms and conditions it deems to be in its best interests.

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

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

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

14. DURATION OF COVENANTS: AMENDMENT OF DECLARATION:

14.1 Duration of Covenants. The covenants, conditions and restrictions of this Declaration shall run with and bind the Neighborhood, and shall inure to the benefit of and be enforceable by the Association, the 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 the Developer or the membership as provided elsewhere herein). Upon the expiration of the initial period, this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited, with this 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 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 membership, at a duly held meeting of members of the Association, vote in favor of terminating this 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 members vote to terminate this Declaration, the President of the Association shall execute a certificate which shall set forth the resolution of termination so adopted, the date of the meeting of the Association, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution. Said certificate shall be recorded in the Public Records of Collier County, Florida, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

14.2 Proposal. Amendments to this Declaration may be proposed at any time by the Board of Directors or by written petition signed by one-fourth (1/4) of the voting interests. If by petition, the proposed amendments must be submitted to a vote of the 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 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 Members with notice of the meeting. No amendment shall increase the proportion or percentage by which any Parcel shares assessments or materially, adversely alter the proportionate voting interest appurtenant to a Parcel, unless the Association obtains the prior written consent and joinder, in recordable form, of all Owners and all holders of a lien against a Parcel.

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

14.5 Developer's Rights. As long as the Developer holds title to any Parcel or property in the Neighborhood, no amendment adopted by the membership shall be effective without the prior written consent and joinder of Developer, which consent may be denied in Developer's discretion. In addition, no amendment shall be effective which alters the rights and privileges of Developer, an Institutional Mortgagee, the Recreation Association, or the South Florida Water Management District, unless such party shall first provide its written consent and joinder.

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

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

15. TRANSITION FROM DEVELOPER CONTROL. Pursuant to Section 720.307, Florida Statutes (2004), the members other than the Developer are entitled to elect a majority of the Board of Directors three (3) months after ninety percent (90%) of all Parcels in Milano Section II that ultimately will be operated by the Association have been conveyed to members other than Developer. The Developer shall be entitled to elect at least one (1) member of the Board of Directors as long as Developer holds for sale in the ordinary course of business at least five percent (5%) of the Parcels in all phases of Milano Section II. The Developer may turn over control of the Board of Directors prior to the Transition Meeting by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of members other than Developer to elect Directors and assume control of the Association provided that at least thirty (30) days notice has been sent to the members.

16. GENERAL PROVISIONS.

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

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

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

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

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

IN WITNESS WHEREOF, the Developer does hereby execute this Declaration of Covenants, Conditions and Restrictions through its undersigned, duly authorized agent and attorney in fact this 25th day of July, 2005.

In the Presence of:

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

[Signature]
Printed name: Oliver Glass

By: [Signature]
Edwin D. Stackhouse

[Signature]
Printed name: Matt Godley

Its: Agent and Attorney in fact

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 25th day of July, 2005, by Edwin D. Stackhouse as Agent and Attorney in fact of PULTE HOME CORPORATION, a Michigan Corporation authorized to do business in the State of Florida, on behalf of the corporation. (He) is personally known to me and did take an oath.



(SEAL)

[Signature]
Notary Public, State of Florida
Print Name Felipe Gonzalez
Serial No. DD 447686
My Commission Expires: 7/5/2009