

AMENDED AND RESTATED
MASTER DECLARATION OF GENERAL PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS

FOR

VANDERBILT COUNTRY CLUB

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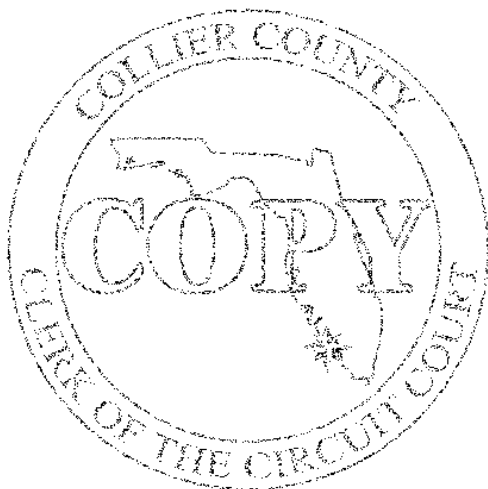
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EXHIBIT “1” – AMENDED AND RESTATED ARTICLES OF INCORPORATION

EXHIBIT “2” – AMENDED AND RESTATED BYLAWS



**AMENDED AND RESTATED MASTER DECLARATION
OF GENERAL PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
OF VANDERBILT COUNTRY CLUB**

**SUBSTANTIAL REWORDING OF MASTER DECLARATION OF GENERAL
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS – SEE CURRENT
MASTER DECLARATION OF GENERAL PROTECTIVE COVENANTS, CONDITIONS
AND RESTRICTIONS FOR PRESENT TEXT**

On July 7, 1998, the Original Master Declaration of General Protective Covenants, Conditions and Restrictions of Vanderbilt Country Club was recorded in Official Records Book 2437, Page 3017 *et seq.*, of the Public Records of Collier County, Florida, for the purpose of enhancing and protecting the value, attractiveness and desirability of the Property. Said Original Master Declaration was subsequently amended or supplemented as follows:

Amendment recorded in Official Records Book 2501, Page 3027 *et seq.*, of the Public Records of Collier County, Florida;

Amendment recorded in Official Records Book 2661, Page 0035 *et seq.*, of the Public Records of Collier County, Florida;

Amendment recorded in Official Records Book 2661, Page 0037 *et seq.*, of the Public Records of Collier County, Florida;

Amendment recorded in Official Records Book 3045, Page 3433 *et seq.*, of the Public Records of Collier County, Florida;

Amendment recorded in Official Records Book 3045, Page 3437 *et seq.*, of the Public Records of Collier County, Florida;

Amendment recorded in Official Records Book 4427, Page 0785 *et seq.*, of the Public Records of Collier County, Florida;

Amendment recorded in Official Records Book 4564, Page 3353 *et seq.*, of the Public Records of Collier County, Florida;

Amendment recorded in Official Records Book 4630, Page 2797 *et seq.*, of the Public Records of Collier County, Florida;

The land subject to this Master Declaration (the "Property") is legally described on the following subdivision plats (and any supplements or amendments thereto):

Vanderbilt Country Club, as recorded in Plat Book 30, Page 36 *et seq.*, of the Public Records of Collier Country, Florida.

The land subject to this Master Declaration and the Improvements located thereon, as identified above, has already been submitted to the Original Master Declaration and subsequent amendments or supplements thereto. No additional property is being encumbered by this Declaration.

All real property in the Community shall be held, owned, sold, transferred, conveyed and occupied subject to the covenants, conditions, easements, and restrictions hereinafter set forth, which shall be binding upon Persons having any right, title or interest in or to the subject real property, and their heirs, successors and assigns and shall constitute covenants running with the land.

The land subject to this Master Declaration and the Improvements located thereon, as identified above, shall also be subject to certain easements and/or other real property interests recorded in the Collier County Public Records, including (but not limited to), the following:

Pathway Easement recorded in Official Records Book 4350, Page 3187 et seq., of the Public Records of Collier County, Florida;

Conservation Easement recorded in Official Records Book 4898, Page 3125 et seq., of the Public Records of Collier County, Florida;

Grant of Drainage Easement recorded in Official Records Book 5270, Page 1976 et seq., of the Public Records of Collier County, Florida;

Conservation Easement recorded in Official Records Book 5705, Page 1658 et seq., of the Public Records of Collier County, Florida;

Road Right-of-Way, Drainage and Utility Easement recorded in Official Records Book 5718, Page 152 et seq., of the Public Records of Collier County, Florida;

Board Resolution recorded in Official Records Book 5718, Page 163 et seq., of the Public Records of Collier County, Florida.

ARTICLE I
Introduction and Submission

The name by which this development is to be identified is **Vanderbilt Country Club**.

All provisions of this Master Declaration, including the Exhibits attached hereto are perpetual covenants running with the land submitted hereby and with every part thereof and interest therein, and every subsequent Owner and claimant of the land or any part thereof or interest therein, and his heirs, executors and administrators, successors and assigns, are bound by all of the provisions of this Master Declaration, including the Exhibits attached hereto, unless this Master Declaration terminates or is terminated pursuant to the provisions provided for Herein, or the real property or a part or parts of the real property submitted are withdrawn. Both the burdens imposed and the benefits granted shall run with the land submitted hereby. The acceptance of a deed of conveyance, entering into a Lease, or entering into occupancy of the real property described Herein constitutes an adoption and ratification of the provisions of this Master Declaration, the Exhibits attached hereto, or any amendments Hereof.

ARTICLE II
Definitions

2. The following words when used in this Declaration and other Governing Documents (unless the context shall prohibit) shall have the following meanings and such meanings as may be provided by the Act:

2.1 **“Act,” or “Homeowners’ Association Act,” or “HOA Act”** means Chapter 720 Florida Statutes, as it now exists or as it may be amended from time to time including the definitions therein contained.

2.2 **“Architectural Review Committee” or “ARC”** means and refers to a Committee appointed pursuant to Article IX to exercise the powers and duties set forth therein and other duties, if any, as may be delegated to it by the VCA from time to time.

2.3 **“Architectural Review”** means and refers to the requirement that an Owner’s plans and specifications be reviewed in accordance with Article IX. Where the context indicates, Architectural Review means the administrative process of Article IX.

2.4 **“Articles” or “Articles of Incorporation”** means and refers to the Amended and Restated Articles of Incorporation of the VCA as amended from time to time; a copy is attached hereto as **Exhibit 1**.

2.5 **“Assessment”** means and refers to a Charge against a particular Owner and his Lot or Residence made by the VCA in accordance with Article V and shall be deemed to include both Regular Assessments and Special Assessments, as further defined Herein. Assessments, as used in this Master Declaration are in addition to any Assessment Charged by a Neighborhood Association.

2.6 **“Association” or “VCA”** means and refers to Vanderbilt Community Association, Inc., a Florida corporation not for profit, and its successors and assigns. Association or VCA, as used in this Master Declaration, does not mean or refer to any Neighborhood Association or condominium association.

2.7 **“Board” or “Board of Directors”** means and refers to the Board of Directors of the VCA.

2.8 **“Buffer Zone Area”** means and refers to any existing or future area set aside as a buffer zone pursuant to and Governmental Requirement or Governmental Approval.

2.9 **“By-Laws”** means and refers to the By-Laws of the VCA, as amended from time to time; a copy is attached hereto as **Exhibit 2**.

2.10 **“Charge”** means any legal or equitable indebtedness or monetary obligation of an Owner to the Association, or other sums owed to or due to the Association from an Owner, or any cost or expense incurred by the Association on behalf of or because of an Owner, other than Assessments for Common Expenses, which the Owner is obligated to pay to the Association. Said obligations may arise by oral or written contract, by law or in equity, or may be created by these Governing Documents.

2.11 “Committee” means a group of Board Members, Owners, or Board Members and/or Owners and/or other Persons appointed by the Board to make reports or recommendations to the Board, to take action as the Board may direct and with specific instruction of the Board.

2.12 “Common Areas” means and refers to the real and personal property maintained by the VCA, whether or not owned by or dedicated to it, for the general benefit of the Owners and The Properties. The Common Areas consist of the portions of The Properties within the following categories.

2.12.1 “Exclusive Common Areas” - are those Common Areas which are for the exclusive use and benefit of one or more, but not all, Owners.

2.12.2 “General Common Areas” - are those Common Areas which are for the general use and benefit of all of the Owners. General Common Areas include the Golf Course and Recreation Areas, if any.

2.12.3 “Maintenance Common Areas” - are those Common Areas owned by or dedicated to the VCA, and those areas within or outside The Properties not owned by or dedicated to the VCA but maintained and administered by it pursuant to an easement, license or agreement with a Neighborhood Association, the County or any other person or entity, which maintenance and administration affords benefits to the Owners. The Maintenance Common Areas include, but are not limited to those areas described on the Plot Plan as: Preservation Area; Lake Maintenance, Access, and Drainage Easement, Lake Maintenance Easements (L.M.E.); Drainage Easements (D.E.); Access Easements (A.E.); and Buffer Easements (B.E.).

2.12.4 “Neighborhood Common Areas” - are those Common Areas primarily for the use and benefit of the Owners within a particular Neighborhood or as to which those Owners have priority (but not necessarily exclusive) rights and duties.

2.13 “Common Expenses” means the expenses for which Owners are liable to the Association, including, but not limited to, expenses of administration, maintenance and operation, repair and replacement of Common Areas, including, but not limited to, the Surface Water Management System, and such other expenses as may be declared expenses by this Declaration, the Articles, the By-Laws, by the Association, or by the Act. Common Expenses include, but are not limited to, such items as cost of premiums for property and public liability insurance, repairs, replacements and expenses of upkeep, landscaping, utility bills that are not separately metered to individual Lots or Residences, recreational facilities, activities and personnel (employees or independent contractors), janitor service, accounting and legal fees, wages and fees for managerial and other services, and reasonable and adequate reserves, all as may be required in the maintenance and management of this Community. The expenses of Community Service System and Communications Services, as further defined in Section 5.4.1, and alarm monitoring services are specifically considered a Common Expense, if obtained by the Association on behalf of the Lots or Residences in the Community on a bulk basis. Common Expenses also include reasonable insurance for Directors and Officers, road and street maintenance and operation expenses, and access control/privacy services, which are reasonably related to the general benefit of the Owners even if such expenses do not attach to the Common Areas or the Property. Common Expenses also

include the expenses of any items or services required by any federal, state, or local governmental entity to be installed, or supplied to the Community by the Association, including, but not limited to, water and sewer service where a master meter services the Community. Common Expenses may also include social expenses, including, but not limited to, food and drink for Association meetings and functions. Common Expenses shall be assessed equally against each Lot.

2.14 “Common Surplus” means the excess of all receipts of the Association, including, but not limited to, Assessments, rents, profits and revenues on account of the Common Areas, above the amount of the Common Expenses. Common Surplus shall be determined in the same manner as Common Expenses.

2.15 “Community” means the real property which is subject to this Declaration.

2.16 “Community Service System” means and refers to a system of facilities, installations, ownerships, rights, licenses, uses, Improvements, equipment or fixtures devoted to and intended for the common use, benefit and enjoyment of the Owners and occupants of The Properties, and their Guests, Tenants and Owners’ Designees whether in whole or in part deemed Common Area, or located within and being a part of a Lot, Residence, Multi-Family Building, Neighborhood, or otherwise. By way of explanation, and not limitation, a Community Service System may include the Surface Water Management System, bike paths, sidewalks, Golf Course, Recreational Area facilities, Roads, facilities to provide utilities, street lighting, administrative support programs, and where reasonably required for implementation of those systems, appropriate ownerships, interests, easements, servitudes, licenses and other use rights. “Community Service System” also includes any and all Communications Services (as further defined in Section 5.4.1), alarm/monitoring or other lines, conduits, wires, amplifiers, towers, antennae equipment, materials, installations and fixtures (including those based on, containing, or serving future technological advances not now in general use) installed by Declarant or VCA or installed pursuant to any grant of easement or authority by Declarant or VCA within The Properties and serving more than one Lot or Residence.

2.17 “Conservation Easement” means and refers to any existing or future easements granted to a Governmental Authority pursuant to any Governmental Requirement for the purpose of conserving certain property.

2.18 “County” means and refers to Collier County, Florida, either as a geographical area or as a political subdivision and government of the State of Florida, as the context requires.

2.19 “Declarant” means and refers to Worthington Communities of Naples, Inc., a Florida corporation, its successors and those of its assigns to which the Declarant’s rights were expressly assigned by a written instrument recorded in the Public Records of the County.

2.20 “Declaration” or **“Master Declaration”** means and refers to this Master Declaration and all Exhibits hereto, including any Amendment and Supplemental Declaration recorded in the Public Records of the County.

2.21 “Dependent” means and refers to an unmarried child, under the age of twenty-three years old, and either living at Home with an Owner or attending school.

2.22 “Development Documents” means and refers to the following if recorded in the Public Records of the County: this Declaration, any declaration of covenants, and restrictions; declaration of condominium, homeowners’ or property owners’ declaration; Association articles and By-Laws; deed restriction or covenant affecting the use and occupancy of all or any part of The Properties; and any subdivision, condominium or other plat, survey, plot plan or graphic description; if in accordance with the Development Plan, Governmental Approvals or other Development Documents. Neighborhood Documents, if any are Development Documents.

2.23 “Development Plan” means and refers to the Declarant’s overall uniform general plan for development of The Properties.

2.24 “Domestic Partners” means two (2) adults who have chosen to share their lives in a committed relationship that includes a mutual and exclusive commitment to each other’s well-being, wherein each partner shares the same permanent address, have no blood relationship that would preclude marriage in the State of Florida, are of the age of legal majority, are jointly responsible for each other’s common welfare, share financial interdependence and mutual obligation akin to those of marriage. Domestic Partners shall be considered as married individuals for the purpose of this Declaration.

2.25 “Exhibit” means and refers to an exhibit attached to this Master Declaration. Each Exhibit attached hereto is incorporated Herein.

2.26 “Family” or “Single Family” shall refer to any one (1) of the following:

2.26.1 One (1) natural Person, his/her spouse or Domestic Partner, if any, and his/her or their parent, grandparent, child, grandchild, or sibling (related by blood, marriage or adoption), who do and plan to indefinitely and continuously reside together as a single financially and socially interdependent housekeeping unit, with the intention of living within the bonds of family.

2.26.2 Not more than two (2) natural Persons not meeting the requirement of Section 2.26.1 above, but who customarily and continuously reside together as a single housekeeping unit who do and plan to indefinitely and continuously reside together as a single financially and socially interdependent housekeeping unit, with the intention of living within the bonds of family.

2.26.3 The reference to “natural” Herein is intended to distinguish between an individual and a corporation or other artificial entity. “Family member” is a Person who resides in a Residence as part of the Owner’s Family, but is not a titleholder.

2.27 “Golf Course” means and refers to the Golf Course, all Improvements thereto, related facilities including but not limited to an aqua range, halfway house, cart barn, pro shop and other facilities and Improvements serving the Golf Course. The Golf Course is part of the General Common Areas maintained and operated by the VCA.

2.28 “Governing Documents” means this Declaration; the Plats; the Articles; the By-Laws; Policies and Procedures; and the Rules and Regulations.

2.29 “Governmental Approvals” means and refers to development orders, site plan approvals, governmental stipulations, conditions, permits, requirements and building permits, as they may be amended from time to time, authorizing the development of The Properties as Vanderbilt Country Club.

2.30 “Governmental Authority” means and refers to the County, the state or federal government, a public or quasi-public entity, and any division or subdivision of any of them.

2.31 “Governmental Requirement” means and refers to any law, act, statute, code, ordinance, order, rule, regulation, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, or other direction or requirement of any Governmental Authority now existing or hereafter enacted, adopted, promulgated, entered or issued applicable to Vanderbilt Country Club or The Properties.

2.32 “Guest” means any Person who is not the Owner or a Tenant or a member of the Owner’s or Tenant’s Family, who is physically present on or occupies a Lot or Residence on a temporary basis at the expressed or implied invitation of the Owner or other legally permitted Occupant, without the payment of consideration.

2.33 “Home” means and refers to an individual Single Family Residence constructed on a Lot; provided however, that no portion of any Community Service System, even if installed in a Home, is part of a Home unless and until it is made so, if at all.

2.34 “Improvements” means any structural component built or constructed on a Lot or added to a Residence, or placed on a Lot, including but not limited to, Residences, buildings, garages, terraces, patios, screened enclosures, driveways, sidewalks, paving, landscaping, mailboxes, swimming pools, spas, decking, walls, fences, flagpoles, antennas, storage sheds, basketball backboards, skateboard ramps, swing sets and other play and/or recreational equipment.

2.35 “Invitee” or “Licensee” means a Person or Persons expressly or impliedly allowed entry onto the Property for the purpose of conducting business or providing services to Lot or Residence, or otherwise entering the Community on a temporary basis at the expressed or implied consent of the Owner or occupant, including, but not limited to, contractors, workmen, delivery Persons, domestic assistants and health care assistants. A Guest is an Invitee.

2.36 “Lease” when used in the context of the renting of Residences, means the grant by an Owner of a right of use of the Owner’s Residence for consideration. Leasing shall be construed to include any licensing or other arrangement with a third party where Persons other than the Owner are permitted to occupy the Residence for the payment of consideration to any party.

2.37 “Lien for Charges” means a lien which is recorded to secure a Charge.

2.38 “Lot” means and refers to:

2.38.1 a Lot described on any plat, or subsequent plat of Additional Property added to The Properties by Supplemental Declaration, or on any replat or re-subdivision thereof;

2.38.2 a Lot as used in this Master Declaration may mean and refer to a Single Family Lot or a separate multi-family parcel upon which two or more Residences, or a Multi-Family Building housing two or more Residences, are or may be constructed; and

2.38.3 any other property hereafter declared as a Lot by Declarant and thereby made subject to this Master Declaration; provided, however, that no portion of any Community Service System is part of a Lot unless and until it is so made, if at all. When a Home or Multi-Family Building is constructed on a Lot any reference to a Lot shall include the Home or Multi-Family Building and other Improvements constructed thereon even though the Home or Multi-Family Building is not referred to.

2.39 “Material Alteration or Substantial Addition” means to palpably or perceptively vary or change the use, form, shape, elements or specifications of a portion of the Common Areas from its original design or plan, or existing condition, in such a manner as to appreciably affect or influence its function, use or appearance.

2.40 “Member” means and refers to all those Owners who are Members of the VCA as provided Herein. A Member is an Owner and an Owner is a Member, unless otherwise expressly noted.

2.41 “Mortgage” means an institutional mortgage or a deed of trust.

2.42 “Mortgagee” means a holder of an institutional first mortgage or a beneficiary under or holder of a deed of trust.

2.43 “Multi-Family Building” means and refers to a building housing two or more Residences. The term Multi-Family Building includes but is not limited to a duplex, an attached villa, a detached villa, a condominium, or similar multi-Family residence.

2.44 “Neighborhood” means and refers to a portion of The Properties designated as a Neighborhood Herein, in an Amendment hereto, or in a Supplemental Declaration; the purpose of the designation being to address separately that portion of The Properties for the purposes of voting, Assessment, regulation, level of service and other purposes as provided Herein, or in the VCA’s Articles, By-Laws or Rules and Regulations. The first designation of Neighborhood may be depicted in an Exhibit to a future Amendment hereto or in a Supplemental Declaration.

2.45 “Neighborhood Association” means and refers to any homeowner’s, condominium or similar association, or its successors and assigns, for a Neighborhood.

2.46 “Occupant” when used in connection with a Residence, means a Person who is physically present in a Residence for two (2) or more consecutive days, including staying overnight for one (1) night.

2.47 “Owner” means and refers to a record owner (or owners if applicable) of a Lot or Residence within The Properties. “Owner” does not mean any person or entity holding an interest in a Lot or Residence as security for the performance of an obligation. An Owner is a Member and a Member is an Owner, unless otherwise expressly noted.

2.48 “Owner’s Designee” or “Member’s Designee” means and refers to a person described Herein, who is one of two persons who may from time to time be designated by an Owner to use and enjoy the Common Area recreational facilities.

2.49 “Parcel” means and refers to any portion of The Properties other than Lots, Residences and Common Areas. A Parcel is not subject to Assessments.

2.50 “Person” means any individual or representative of an entity, including Owners, Family members, Tenants, Guests, and Invitees. Whenever the word “Person” is used to require or prohibit certain conduct, it is the intention that the Owner of the Lot or Residence with which such Person is affiliated shall be responsible for ensuring such Person’s compliance with the Governing Documents.

2.51 “Plot Plan” means and refers to the Plot Plan previously attached as an Exhibit to the Original Master Declaration and any amendments thereto.

2.52 “Policies and Procedures” means the administrative policies of the Board adopted in writing from time to time, including those documented in minutes of the Board or correspondence issued under the authority of the Board. The Policies and Procedures which prescribe conduct or regulate the use of Parcels or Common Areas in the Community shall be considered part of the Rules and Regulations, and thus part of the Governing Documents.

2.53 “Properties” or “The Properties” means and refers to all real property, and additions thereto by Supplemental Declaration, as is now or hereafter made subject to this Master Declaration. “The Properties” includes all Lots, Residences and Common Areas unless otherwise expressly noted. All persons and entities are advised that during the development of The Properties various portions thereof may not be platted, or may be platted as Parcels without designation of Lots or Common Areas, subject to portions thereof later being replatted with specific designations. Accordingly, prior to specific designations being made on a plat, replat, or resubdivision those Parcels described in the foregoing sentence do not contain Lots or Common Areas unless otherwise specifically stated Herein, in an Amendment hereto, in a Supplemental Declaration, or in a plat or other instrument executed by Declarant and recorded in the Public Records of the County. The Properties include all Lots, Parcels, Common Areas and Improvements thereon.

2.54 “Residence” means and refers to any Single-Family residential unit, whether a Single-Family Home or a unit within a Multi-Family Building, such as, but not limited to, a condominium unit, a duplex unit, a detached villa unit, an attached villa unit or any other residential unit located within The Properties and intended for occupancy by one Family.

2.55 “Roads” means and refers to the road right-of-way described and dedicated on the Plat of Vanderbilt County Club or a road right-of-way described and dedicated on any plat of Additional Property added to The Properties by Supplemental Declaration. The Roads are private Roads intended primarily for ingress and egress for the benefit of The Properties, Owners (and Owners’ Designees), including but not limited to their Families, Occupants, Invitees, Guests and Tenants, for non-Owner users of the Golf Course, and for the ingress and egress of Governmental Authority, service vehicles and emergency vehicles.

2.56 “Rules and Regulations” or “Rules” means the rules, regulations and policies governing or regulating the Community that may be promulgated by the Board from time to time. The Guidelines and Policies and Procedures which prescribe conduct or regulate the use of Parcels or Common Areas in the Community shall be considered part of the Governing Documents.

2.57 “Supplemental Declaration” means and refers to an instrument recorded in the Public Records of the County for the purpose of adding additional real property to The Properties.

2.58 “Surface Water Management System” means and refers to the natural and artificial conditions and Improvements (including lakes, canals, swale areas, retention areas, culverts, pipes, pumps catch basins, grading, drainage structures and related appurtenances) for the management of surface water within The Properties as described in and regulated pursuant to permit number 11-01537-P issued by the South Florida Water Management District, as amended from time to time.

2.59 “Tenant” or “Lessee” means a Person occupying a Residence, other than the Owner, whether pursuant to a verbal or written agreement, where said occupancy by the non-owner involves consideration, the payment of money, the exchange of goods and services, etc. The term “Tenant” shall be used interchangeably with “Lessee.”

ARTICLE III **Membership in the VCA**

3.1 Membership. Only Owners of Lots and Residences are Members of the VCA. Each Owner accepts membership and agrees to be bound by the Master Declaration, the Articles and By-Laws of the VCA, and the Rules and Regulations adopted pursuant hereto. Membership may not be transferred separate and apart from a transfer of ownership of a Lot or Residence. Membership commences upon acquisition, and terminates upon sale or transfer, of an Owner's interest in a Lot or Residence whether voluntary or involuntary. An Owner's grant of a security interest in a Lot or Residence as security for an obligation neither terminates the Owner's membership in the VCA, nor makes the creditor secured thereby a Member.

3.2 Voting Rights. For purposes of voting rights only, the VCA has only one (1) category of membership, which include all Owners of Lots and Residences within The Properties.

3.3 Additional Voting Rights. Members are entitled to one (1) vote for each Single Family Lot or each Residence, owned by that Member; provided, however, that multiple Owners of a Single Family Lot or a Residence have a total of only one (1) vote for one (1) Single Family Lot or one (1) Residence. Members who own a multi-family Lot are entitled to one vote for each Residence constructed on the multi-family Lot owned by that Member.

3.4 Effect of Dissolution. In the event of the termination, dissolution or final liquidation of the VCA, the responsibility for the operation and maintenance of the Surface Water Management System will be transferred to and accepted by an entity approved by the South Florida Water Management District and the County (if applicable) prior to termination, dissolution or liquidation.

3.5 Powers. In addition to the powers provided in this Master Declaration, the Articles, or the By-Laws, the Association, through the action of its Board, shall have the power, but not the obligation, to enter into an agreement or agreements from time to time with one (1) or more Person, firms or corporations for management services. The Association shall have the power to acquire real property and transfer real property owned by the Association or otherwise convey and mortgage real property for the use and benefit of its Members with the same approval of Owners as needed to amend the Declaration. No Owner approval shall be required to acquire or dispose of real property pertaining to curing title defects or resolving boundary disputes, as determined by the Board.

3.6 Rules and Regulations. The Association, through its Board, may make and enforce reasonable Rules and Regulations governing the use of the Common Areas, the Golf Course, the administration of the Association, and the use, maintenance, leasing and transfer of the Lots and Residences, which Rules and Regulations shall not be in conflict with the rights and duties established by this Master Declaration. Sanctions may include reasonable monetary fines, as provided in the By-Laws, which shall be secured by a lien to the extent authorized by the Act, and suspension of the right to vote and the right to use the recreational and common facilities. The Board shall, in addition, have the power to seek relief in any court for violations or to abate nuisances or to seek appropriate relief pertaining to violations of the Governing Documents or applicable law. In addition, the Association, through the Board, may, by contract or other agreement, enforce County ordinances or permit the County to enforce ordinances on the Property for the benefit of the Association and its Members.

ARTICLE IV
Common Areas

4.1 Dedication and Ownership of Common Areas. The VCA is responsible for the maintenance, repair, replacement, insuring and administration of Common Areas (whether or not conveyed to the VCA), all of which will be performed in a continuous and satisfactory manner without cost to the general taxpayers of the County. Real estate taxes and Assessments levied against the Common Areas will be, proportionally assessed against and payable as part of the taxes of the applicable Lots and Residences within The Properties. However, in the event that, notwithstanding the foregoing, any taxes or Assessments are assessed directly against the Common Areas, the VCA will pay them (subject to protest or appeal before or after payment), including taxes on Improvements and any personal property located thereon.

4.2 Limitation on number of Persons using Golf Course and Recreation Areas; Owner's Designee. The right to use and enjoyment of the Golf Course and Recreation Areas by Owners is limited as follows. A maximum of two Owners who are living together in a Residence are entitled to the use and enjoyment privilege of the Golf Course and Recreation Areas as the Owner's Designees for that residence.

4.2.1 In the event there are more than two Owners of a Residence, then any two of the Owners of the Residence may be designated from time to time, as described in the Rules and Regulations, to use and enjoy the Golf Course and Recreation Areas as the "Owner's Designee."

4.2.2 OWNER means the RECORD TITLE HOLDER of a Residence (Unit) within the Vanderbilt Country Club as reflect in the Public records of the Collier County, Florida. When the recorded title is held in the name of a husband and wife, both shall the OWNER'S DESIGNEES for purposes of enjoyment of the Golf Course and other recreational facilities of Vanderbilt Country Club.

4.2.3 When the recorded title is held in the name of either a husband or a wife, then the OWNER shall be the TITLE HOLDER and the OWNER'S DESIGNEES shall be the RECORD TITLEHOLDER and the spouse.

4.2.4 When the recorded title is held in the name of two or more natural persons who are not husband and wife, the RECORD TITLEHOLDERS shall designate the two OWNER'S DESIGNEES from among the RECORD TITLEHOLDERS, who shall be natural persons, over the age of 21 years and designated in accordance with Rules and Regulations of the Vanderbilt Community Association then in effect.

4.2.5 When the recorded title is held in the name of one individual, a natural person who does not designate a second OWNER'S DESIGNEE, then only the individual RECORD TITLEHOLDER shall be the OWNER'S DESIGNEE for that Residence.

4.2.6 When the RECORD TITLEHOLDER is a husband and wife, upon the death of one spouse, the surviving RECORD TITLEHOLDER shall be entitled to name one additional OWNER'S DESIGNEE, who either (i) is a direct descendent (child or grandchild) of the RECORD TITLEHOLDER; or (ii) is a natural person over the age of 21 and who resides with the RECORD TITLEHOLDER and both persons provide an Affidavit of Joint Residency in accordance with the rules and regulations of the Vanderbilt Community Association, Inc. then in effect.

4.2.7 When the recorded title is held in the name of one individual, a natural person, the RECORD TITLEHOLDER shall be entitled to name one additional OWNER'S DESIGNEE provided that person is over the age of 21, resides with the RECORD TITLEHOLDER and the RECORD TITLEHOLDER and both persons provide an Affidavit of Joint Residency in accordance with the Rules and Regulations of the Vanderbilt Community Association then in effect.

4.2.8 When the recorded title is held in the name of a corporation, a Limited Partnership or a Limited Liability Corporation, the TITLEHOLDER MAY designate two OWNER'S DESIGNEES who are natural persons and over the age of twenty-one (21), OWNER'S DESIGNEES may be changed, but not more frequently than every twenty-four (24) months.

4.2.9 When the recorded title is held in the name of a Trust, the RECORD TITLEHOLDER is the Trustee and the Trustee shall be recognized as the OWNER and the Trustee of the Trust may designate two natural persons, over the age of 21, as the OWNER'S DESIGNEES provided that either i) both natural persons so designated have either a direct interest in the Trust as the Grantor, Trustee or as a beneficiary of the Trust; or, ii) reside with the Grantor or reside with the individual, a natural person named as the Trustee, and both persons provide an Affidavit of Joint Residency in accordance with the Rules and Regulations of the Vanderbilt Community Association, Inc. then in effect. Owners who are not the Owner's Designees may only use the

Golf Course and Recreation Areas as a "Guest" of an Owner's Designee or on the same basis as the general public, to the extent Guest or general public use is permitted. The Board shall have the authority to promulgate and enforce rules and procedures, as it deems advisable to implement the purpose and intent of this provision, or to remove any ambiguity, which may appear.

4.3 Owners' Easement. Excluding Exclusive Common Areas and Maintenance Common Areas, each Owner, and each Owner's Designee, has a non-exclusive perpetual easement over and upon the Common Areas for the use and enjoyment thereof in common with all other Owners, Owner's Designees, their Families, Guests, Tenants, and Invitees, as reasonably regulated by the VCA and subject to the additional restrictions referenced below. The easements granted in this Article IV are appurtenant to and pass with the title to each Lot and Residence, as applicable, but do not grant or convey any ownership interest in the Common Areas, subject thereto.

4.4 Additional Easement Rights. Without limiting the generality the above-referenced provisions, Owners' easements of use and enjoyment of the Common Areas are subject to the following:

4.4.1 The VCA's right and duty to levy Assessments against each Lot and Residence and its Owner for the purpose of, among other things, maintaining the Common Areas and any facilities located thereon in compliance with the provisions of this Master Declaration, the restrictions of any plat of property within The Properties, other plats of Additional Property added to The Properties by Supplemental Declaration, Governmental Requirements, and Governmental Approvals;

4.4.2 The VCA's right to suspend an Owner's (and his/her owner's Designees') right to use the Common Areas (including the Golf Course, Recreation Area and facilities) for any period during which any Assessment against the Owner's Lot or Residence remains unpaid for more than thirty (30) days; and for a period not to exceed 180 days for any infraction of this Master Declaration or the VCA's Rules and Regulations. However, suspension of Common Areas use right does not impair an Owner's, his/her families, his/her Guests', his/her Invitees', his/her Owner's Designees or his/her Tenants' right to vehicular and pedestrian ingress to and egress from his/her Lot or Residence;

4.4.3 The VCA's right to adopt, amend and enforce Rules and Regulations governing the use of the Common Areas (including the) Golf Course, Recreation Area and facilities), including the right to fine Owners as hereinafter provided. Any Rules and Regulations adopted by the VCA apply until rescinded or amended as if originally set forth at length in this Master Declaration;

4.4.4 The non-exclusive right of use and enjoyment of the Common Areas (including the Golf Course, Recreation Area and facilities) extend to all Owner's Designees, Family, Guests, Invitees and Tenants, subject to the above-referenced provisions and to regulation by this Master Declaration and the VCA as set forth in its Rules and Regulations, including those relating to the gatehouse(s) and other entry and traffic control procedures (which may permit the installation of "speed bumps" and other traffic control devices);

4.4.5 The VCA's right, by a two thirds (2/3rds) affirmative vote of the Members to dedicate or convey (subject to the Owners' easements as Herein provided) portions of the Common Areas to a Neighborhood Association, any other association having similar functions, or a Governmental Authority, under terms the VCA determines appropriate;

4.4.6 Article IX of this Master Declaration (with respect to transfer of rights);

4.4.7 The VCA's right to limit the number of an Owner's Guests and to limit the use of the Common Areas by Members not in possession of a Lot or Residence;

4.4.8 The VCA shall have the legal right, power and authority to borrow money for the purpose of improving, replacing, restoring or expanding the Common Areas, or adding new Common Areas. In furtherance thereof the VCA has the right to expend Association funds and levy Assessments to purchase and/or otherwise acquire additional real property as new Common Area and to mortgage the preexisting and/or new Common Areas (except Exclusive Common Areas and Maintenance Common Areas). In order to expend Association funds and/or to levy Assessments to purchase and/or otherwise acquire additional lands as new or additional Common Areas or to mortgage the preexisting and/or new Common Areas, the prior affirmative vote of not less than 60% plus one (1) vote of those Members voting in person or by proxy is required;

4.4.9 Non-Owner users of the Golf Course for access over Common Areas intended for ingress and egress to and from the Golf Course, for parking on Common Areas when necessary for special events, and access over Common Areas for golf cart crossings;

4.4.10 To the VCA on and over Lots and Common Areas adjacent to the Golf Course for planting, maintenance and replacement of landscaping that may in the Board's reasonable opinion affect Golf Course play, aesthetics, maintenance or irrigation;

4.4.11 Non-Owner users of the Golf Course for access on and over Lots and Common Areas for golf ball retrieval;

4.4.12 WITH RESPECT TO THE USE OF THE COMMON AREAS AND THE PROPERTIES GENERALLY, ALL PERSONS ARE REFERRED TO ARTICLE XVII, WHICH APPLIES AT ALL TIMES;

4.4.13 The VCA will adopt and may amend Rules and Regulations for the use and operation of the Golf Course and Recreation Area;

4.4.14 The right of Collier County Elections Board to conduct polling and voting activities for Owners on Common Areas as required by applicable zoning ordinance.

4.5 Effect of Dissolution of VCA. Notwithstanding anything to the contrary in this Master Declaration, in the Articles of Incorporation, or in the By-Laws, no merger, consolidation or dissolution of the VCA which affects Owners' easements in and to the Common Areas is effective without the approval of two-thirds (2/3rds) of the Members. Upon dissolution of the VCA, its assets will be conveyed to a similar association or appropriate Governmental Authority having a purpose similar to the VCA.

4.6 Common Irrigation System. The common irrigation system is part of the Common Areas to be operated, maintained, repaired and replaced by the VCA. To the extent any portion of the common irrigation system is located on any property outside the Common Areas, the VCA is granted an easement over, across, through and under the property for the existence, construction, operation, maintenance, repair and replacement of the common irrigation system. Accordingly, no Owner may alter or damage the common irrigation system or otherwise interfere with the use of the aforesaid easement. Expenses for the general operation of the common irrigation system are allocated as Assessments. As is the case with other types of Assessments, the VCA may base allocation upon a formula and need not separately account for each and every expense incurred for that purpose. The common irrigation system may use reclaimed water for irrigation.

4.7 Maintenance. The VCA will at all times maintain in good repair, manage, operate, insure, and replace the Common Areas, and, to the extent not otherwise provided for, the Roads, drainage structures, landscaping, Improvements and other structures (except public utilities and Community Service Systems, to the extent they are not Maintenance Common Areas) situated on the Common Areas, if any, all work to be done as ordered by the Board of Directors of the VCA. Without limiting the generality of the foregoing, the VCA assumes all of Declarant's duties, responsibilities and liabilities to the County and other Governmental Authority, with respect to the Common Areas.

4.7.1 The VCA may enter one or more agreements with the County, or other Governmental Authority, whereby the VCA will maintain the property owned by or dedicated to the County, or other Governmental Authority. Accordingly, to the extent an agreement (which may be in the form of a contract, easement or other instrument) provides for maintenance, then the areas to be maintained are Maintenance Common Areas Hereunder, so as to authorize an agreement, the performance of maintenance duties pursuant thereto, and the imposition and expenditure of Assessments necessary to fund maintenance.

4.7.2 All work performed pursuant to Section 4.7, and all expenses incurred or allocated to the VCA pursuant to this Master Declaration, will be paid by the VCA through Assessments.

4.8 Surface Water Management System; Conservation Easement. The VCA is responsible for the operation and maintenance of the Surface Water Management System, which is a Maintenance Common Area. The VCA will perform the operation and maintenance of the Surface Water Management System in accordance with sound drainage management practices and the permit(s) issued by the South Florida Water Management District ("SFWMD") including, without limitation, all general and special conditions thereof and amendments thereto.

4.8.1 The VCA is notified of, and is responsible for compliance with, a Deed of Conservation Easement, if any, in favor of SFWMD recorded or to be recorded in the Public Records of the County. Without limiting the generality of the foregoing, the VCA may neither conduct nor permit any of the prohibited activities in or on the property described in the Deed of Conservation Easement and in Section 7.18. For purposes Hereof, the VCA is the successor-in-interest to the "Grantor" of a Deed of Conservation Easement.

4.8.2. The VCA may not abandon the Surface Water Management System or any duties with respect thereto or with respect to the Deed of Conservation Easement, except in accordance with all applicable SFWMD requirements and with the consent of SFWMD including, without limitation, the requirement that those duties be transferred to a responsible entity meeting those requirements.

4.8.3 The VCA also has the following additional powers if the grant elsewhere in this Master Declaration is not sufficient to do so: (a) to own and convey property; (b) to establish rules and regulations as it may deem appropriate or as may be required by SFWMD; (c) to sue and be sued; (d) to assess Owners and enforce Assessments relating to the operation and maintenance of the Common Areas; (e) to contract for services for operation and maintenance of the VCA by an appropriate outside service, if feasible; and (f) in the event of the dissolution of the VCA, the officers and directors have the power to dedicate the operation and maintenance of the Common Areas and specifically the Surface Water Management System to an appropriate agency of local government, or private agency, for the purpose of operating and maintaining the Surface Water Management System in accordance with SFWMD requirements, or if not accepted, then the Surface Water Management System will be dedicated to a successor or similar non-profit corporation. Any amendment affecting the Surface Water Management System, including the water management portions of the Common Areas must be approved by SFWMD.

4.9 Utility and Community Service Systems Easements. The Common Areas intended for utilities, as well as utility easements shown on the Plat of Vanderbilt Country Club, and plats of Additional Property added to The Properties by Supplemental Declaration, must be used in accordance with the applicable provisions of this Master Declaration and all recorded plats.

4.10 Public Easements. Fire, police, health, sanitation, lake maintenance and other public service personnel and vehicles have a non-exclusive permanent and perpetual easement for ingress and egress over and across the Roads and where applicable the other Common Areas for the performance of their respective duties.

4.11 Alterations and Additions to Common Areas and Association Property. The protection, maintenance, repair, insurance and replacement of the Common Areas and Association Property is the responsibility of the Association and the cost is a Common Expense as that term is defined in Section 2.13 Herein and in accordance with Generally Accepted Accounting Principles. Beyond this function, the Association shall make no Material Alteration of, nor substantial additions to, the Common Areas or real property owned by the Association costing more than the aggregate product of \$250 times the number of membership interests within Vanderbilt Country Club without prior approval of sixty percent (60%) plus one (1) vote of those members present in person or by proxy at a duly called meeting of the Association. Alterations or additions costing less than this amount may be made with Board approval. If an individual asset replacement project contains a Material Alteration or substantial addition, such alterations and additions will be considered part of the above noted aggregate. All asset replacement projects that are reasonably deemed necessary to protect, maintain, repair, replace or insure the Common Areas or Association Property may be made with Board approval and no prior membership approval is required.

ARTICLE V
Covenant for Assessments

5.1 Creation of the Lien and Personal Obligation for Assessments. Except as provided elsewhere Herein, all Lots or Residences now or hereafter located within The Properties, covenants and agrees, and each Owner of any Lot or Residence by acceptance of a deed or other conveyance thereof, whether or not it is expressed in the deed or other conveyance, covenants and agrees to pay to the VCA all Assessments., including but not limited to Charges for the operation of the VCA, for the maintenance, management, operation and insuring of the Common Areas, any applicable Community Service System, and a common irrigation system, if any, including reasonable reserves as the VCA determines necessary, and all other Charges and Assessments hereinafter referred to or lawfully imposed by or on the VCA, all Assessments to be fixed, established and collected from time to time as Herein provided. **All persons and entities are notified that the VCA may be a party to a contract for Communications Services serving The Properties and that, if so provided in a contract, the Assessments payable as to each Residence may include Charges payable by the VCA under that contract, regardless of whether the Owner, Tenant, or Owner's Designee of a Residence elects to receive the Communications Services service.**

5.1.1 Assessments, together with interest thereon and costs of collection thereof as hereinafter provided, are a Charge and continuing lien upon the Lot or Residence against which each Assessment is made. Each Assessment, together with interest thereon and costs of collection thereof as hereinafter provided, is also the personal obligation of the person or entity, or the joint and several obligation of the persons or entities, who own the Lot or Residence at the time when the Assessment becomes due, including all subsequent Owners, until paid, except as provided in Section 6.8.

5.1.2 Reference Herein to Assessments includes reference to all Charges whether or not specifically mentioned.

5.1.3 No Owner may waive or otherwise avoid liability for Assessments by non-use of Common Areas whether voluntary or involuntary, or by abandonment of the Owner's use or right to use the Common Areas.

5.2 Types of Assessments. Each Assessment levied Hereunder shall be one (1) of the following types (although two (2) or more types of Assessment may be payable by an Owner as a single sum):

5.2.1 "Individual Assessment" means and refers to an Assessment paid by an Owner for those expenses directly related to providing a service or maintenance to one (1) or more Lots or Residences, whether at the request of the Owner, or as an exercise of a VCA remedy. An Individual Assessment shall also include fines levied pursuant to Article XI. If an Individual Assessment is levied upon more than one (1) Lot or Residence, it will be allocated between or among the applicable Lots or Residences as the Board directs, absent which it will be prorated equally. The fact that Individual Assessments are authorized hereby does not require the VCA, to provide any particular service (maintenance or otherwise) to an individual Lot or Residence.

5.2.2 “Neighborhood Assessment” means and refers to an Assessment for those expenses, if any, incurred by the VCA primarily for the benefit of all Owners within a Neighborhood, as primary benefit is determined by the Board. By way of example only, Neighborhood Assessments will be levied for expenses relating to Neighborhood Common Areas. Neighborhood Assessments, if levied, will be levied upon all Lots or Residences within the Neighborhood at an equal rate.

5.2.3 “Regular Assessment” (or “Assessment”) means and refers to an Assessment for those expenses incurred primarily for payment of recurring periodic budgeted Common Expenses for the benefit of all Owners, as primary benefit is determined by the Board of Directors. By way of example only, Regular Assessments will be levied for expenses relating to Common Areas. Regular Assessments will be levied upon all Lots and Residences at an equal rate. When the word Assessment is used without reference to its type, but referring to only one type of Assessment, the Assessment is a Regular Assessment unless the context clearly indicates otherwise.

5.2.4 “Special Assessment” means and refers to an Assessment for those expenses which otherwise would be Regular or Neighborhood Assessments but for the fact that they are of a nonrecurring or unforeseen nature (i.e., they cannot be paid by budgeting therefor as part of Common (or Neighborhood) Expenses), including (without limitation) the cost of capital additions or uninsured casualty losses. Special Assessments will be levied against all applicable Lots and Residences subject thereto at an equal rate.

5.2.5 “Resale Capital Contribution Assessment” The transferee shall pay a Resale Capital Contribution Assessment upon the transfer or conveyance of any Lot or Residence. The amount of the Resale Capital Contribution Assessment shall be as determined by resolution of the Board from time to time; provided, however, that all Lots or Residences similarly situated shall be assessed at a uniform and reasonable rate. The due date shall be the date of the closing of the conveyance. Payment of the Resale Capital Contribution Assessment shall be the legal and personal obligation of the transferee. For purposes of the Section 5.2.5, the term “conveyance” shall mean the transfer of record legal title to a Lot or Residence by deed or other authorized means of conveyance, with or without valuable consideration, and shall also refer to a transfer of possession and beneficial ownership by means of an agreement for deed. It does not refer to a transfer of title resulting from foreclosure of a lien, or the death of the transferee, nor to a transfer of title to a trustee or the transferor’s spouse without changing occupancy, solely for estate planning or tax reasons. Resale Capital Contributions shall be collected in accordance with this Article V as if they were an Assessment.

5.3 Establishment of Budgets and Assessments. The Board of Directors will, by appropriate resolution duly adopted, establish an annual budget for the VCA (including Regular and Neighborhood Assessments) and the rates of Assessments thereunder in accordance with this Article V. The budget will reflect the VCA’s estimated revenues and expenses for the next year and its estimated surplus or deficit as of the end of the current year. The budget will set out separately all fees or Charges for recreational amenities, whether owned by the VCA or other person or entity.

5.3.1 After adopting an annual budget and Regular Assessment, the Board of Directors will fix the amount of the Regular Assessment against Lots and Residences for each Assessment period, to the extent practicable, at least sixty (60) days in advance of the date or period, and will, at that time, prepare a roster of the Lots, Residences, and Regular Assessments applicable thereto, which will be kept in the office of the VCA and will be open to inspection by any Owner or mortgagee of any Owner.

5.3.2 Written notice of the Regular Assessment and the budget, or notice that the budget is available upon request at no charge to an Owner within ten (10) days of request, will be sent to every Owner thirty (30) days prior to the date payment of the first installment thereof is due. In the event no notice of the Regular Assessments for a new Assessment period is given, the amount payable will continue to be the same as the amount payable for the previous period, until changed in the manner provided for Herein.

5.3.3 Except as provided in Section 5.3.5 below, funds generated by one type of Assessment may not be used for expenses for which another type of Assessment is levied.

5.3.4 The VCA, through the action of its Board of Directors, has the power, but not the obligation, to enter into an agreement or agreements with one or more persons or entities for management services, including the administration of budgets and Assessments as Herein provided.

5.3.5 The Board may establish reserve accounts funded from Regular Assessments in reasonable amounts and in categories as are determined by the Board for deferred maintenance and repair, including maintenance of all Common Areas, emergency repairs as a result of casualty loss, recurring periodic maintenance, or the initial cost of any new service to be performed by the VCA. Reserve accounts may be used by the Board on a temporary basis for cash flow management of the VCA, even though expended on items other than those for which the reserve account was established. The amount borrowed from the reserve account will be repaid from revenues subsequently received, it being the intent that the Board may borrow from the reserve account, without diminishing the obligation to levy and collect Assessments that will, upon collection, permit the restoration of the reserve account.

5.3.6 All Assessments regardless of type are payable in the amount specified and no setoffs are permitted for any reason, including without limitation, a claim that the VCA is not properly performing its responsibilities set forth in this Master Declaration.

5.4 Purpose of Assessments. There is hereby imposed upon each Lot or Residence and its Owner the affirmative covenant and obligation by acceptance of a deed or title to a Lot or Residence to pay to the Association, and upon the Association the obligation to assess, collect and expend for the Association's Common Expenses as listed but not necessarily limited to:

5.4.1 Charges levied for utility services to the Common Areas, whether supplied by a private or public firm, including without limitation, Charges for water, sewer, garbage, gas, electricity, telephone, Communications Services and any other type of utility or service Charge for Common Areas. Communications Services and alarm monitoring services may be provided to Residences through contract of the Association, as a Common Expense. "Communications

Services” means those services described in Section 202.11, Florida Statutes (2020), and for the purpose of this Declaration, shall be deemed to include, but not be limited to, bulk video, voice, or internet services.

5.4.2 The premiums on any policy or policies of insurance required Herein, together with the costs of such other policies of insurance as the Board shall determine to be in the best interest of the Association.

5.4.3 The cost to the Association of purchasing adequate fidelity insurance or bonds to protect against dishonest acts on the part of officers, directors, trustees, agents and employees of the Association and other Persons who operate or are responsible for operating the Association.

5.4.4 Expenses incurred in maintaining, preserving, repairing, replacing and improving the Common Areas and other facilities within the jurisdiction of the Association, including, but not limited to, the operation, maintenance and, if necessary, repair, replacement or Improvement of the Surface Water Management System.

5.4.5 Sums necessary to repair, replace, improve, add to, construct or reconstruct buildings or Improvements located on the Common Areas.

5.4.6 The costs of operation and administration of the Association, including any of those agents or personnel necessary to carry out the obligations of the Association under the Governing Documents or applicable law. In addition, the Association may retain a manager or management company to assist in the operation of the Association and to perform or assist in the performance of certain obligations of the Association Hereunder. The fees or costs of any management company so retained are a Common Expense.

5.4.7 The costs of acquiring furnishings, materials, supplies, furniture, or other equipment or personal property for the Common Areas or for the operation and administration of the Association, as may be determined by the Board.

5.4.8 The costs to the Association to indemnify its Officers, Directors and Committee members for costs and expenses as provided in the Governing Documents.

5.4.9 The costs of establishing an adequate reserve fund for replacement and/or capital refurbishment or Improvement of the Common Areas in amounts determined proper and sufficient by the Board, and if deemed desirable by the Board in the adoption of the Association’s annual budget. Each Owner understands that no Owner shall have any separate or divisible interest, claim or right to any such funds comprised of the same.

5.4.10 Expenses properly incurred by the Association, including, but not limited to, expenses of the operation, maintenance, repair, replacement, Improvement and protection of the Common Areas, costs of carrying out the powers and duties of the Association, and any other expense, whether or not included in the foregoing, designated as Common Expense by the Act, this Declaration, the Articles, the By-Laws, or applicable law.

5.4.11 Social expenses, including, but not limited to, food and drink for Association meetings and functions.

5.4.12 Other costs and expenses determined by the Board to be reasonable and necessary in carrying out and accomplishing the purposes, duties and obligations of the Association that are not inconsistent with this Declaration, the Articles, By-Laws, or applicable law.

5.5 Charges. A Charge may be levied against one (1) or more Lots or Residences for the following purposes:

5.5.1 Charges for expenses of the Association which are not general expenses but which are attributable to a specific Lot(s) or Residence(s) and which are designated as a special Charge.

5.5.2 reimbursement for damages caused by an Owner, Owners, their Family members, Guests, Invitees or Tenants.

5.5.3 any other purpose for which the levy of a Charge is proper as set forth in the Governing Documents, including fines.

5.6 Special Assessments. A Special Assessment may be levied against all Lots or Residences, subject to any additional requirements contained in the Bylaws, for:

5.6.1 capital Improvements and Material Alterations or Substantial Additions relating to the Common Area.

5.6.2 any general or unanticipated expense, which exceeds the amount budgeted, any emergency expense, and any deficits incurred by the Association.

5.6.3 defraying Common Expenses for which insufficient funds exist or are expected to be produced under the budget.

Special Assessments may be levied against all Lots and Residences by the Board. The Board shall fix the amount and due date of any Special Assessment by resolution, which resolution shall also set forth the Lots and Residences subject to such Assessment.

5.7 Date of Commencement of Assessments; Due Dates. Regular and Neighborhood Assessments commence on the first day of the month next following the recording of this Master Declaration and are applicable through December 31 of that year. Each subsequent annual Regular Assessment will be imposed for the year beginning January 1 and ending December 31.

5.7.1 Regular and Neighborhood Assessments are payable in advance in monthly, annual, semi-annual or quarterly installments as determined by the Board of Directors (absent which determination they are payable monthly).

5.7.2 The due date of any Individual or Special Assessment will be fixed in the Board resolution authorizing the Individual or Special Assessment.

5.8 Effect of Non-Payment of Assessment; Personal Obligation; Lien; Remedies of the VCA. If an Assessment (or an installment thereof) is not paid on the date when due, the Assessment (or installment) is delinquent and is, together with late Charges, interest and the cost of collection thereof as hereinafter provided, a continuing lien on the Lot or Residence which binds that Lot or Residence, its Owner, his/her heirs, personal representatives, successors and assigns. Except as provided Herein to the contrary, the personal obligation of an Owner to pay an Assessment passes to his/her successors in title and recourse may be had against either or both, jointly and severally.

5.8.1 If any installment of an Assessment is not paid within fifteen (15) days after the due date, at the option of the VCA the next twelve (12) months' installments may be accelerated and become immediately due and payable in full. Further, each overdue installment (regardless of whether accelerated or not) accrues interest from the date when due until paid at the rate of eighteen percent (18%) per annum or the highest rate allowable by law (whichever is greater), together with late fees (as provided for in the Act) thereon and costs and expenses of collection thereof (including attorneys' fees). In the event of a delinquent installment, the VCA may pursue one or more of the following remedies: (1) an action at law against the Owner and, if applicable his/her predecessor or successor in title, who are personally, jointly and severally liable for the Assessment; (2) record a claim of lien (as evidence of its lien rights as Herein above provided for) against the Lot or Residence for which the Assessment and interest is unpaid; (3) foreclose the lien against the Lot or Residence for which the Assessment and interest is unpaid, and (4) pursue one or more of these remedies simultaneously or successively. Attorneys' fees and costs actually incurred will be added to the amount of the Assessment and interest secured by the lien, and in the event a judgment is obtained, that judgment will include all sums Herein described, attorneys' fees actually incurred together with the costs of the action, through all applicable appellate levels.

5.8.2 In the event of the acceleration of the next twelve (12) months' installments, each installment accelerated is initially considered equal to the amount of the then most current delinquent installment, provided that if any installment accelerated would have been greater in amount by reason of a subsequent increase in the applicable budget, the Owner of the Lot or Residence whose installments were accelerated will continue to be liable for the balance due by reason of the increase and an Individual Assessment against the Lot or Residence and Owner will be levied by the VCA for that purpose.

5.8.3 In addition to the rights of collection of Assessments stated Herein, any person or entity acquiring title to or an interest in a Lot or Residence as to which the Assessment is delinquent, including without limitation those acquiring title by operation of law and by judicial sale, are not entitled to possession of the Lot or Residence, or the use and enjoyment of the Common Areas, until all delinquent Assessments and other sums due from the selling or conveying Owner are paid.

5.8.4 All Assessments, interest, attorneys' fees and other sums provided for Herein accrue to the benefit of the VCA.

5.9 Application of Payments. Payments received after the due date established by the Board shall be applied as set forth in the Act.

5.10 First Mortgagee Liability. The lien of Assessments and Charges, including interest, late Charges (subject to the limitations of Florida laws), and costs (including attorneys' fees) provided for Herein, shall relate back to the Original Declaration but shall be subordinate to the lien of any bona fide first Mortgage of a Mortgagee upon any Lot or Residence. The sale or transfer of any Lot or Residence of land shall not affect the Assessment or Charge lien. As to first Mortgages of record, the Association's lien is only effective from and after recording of a claim of lien against the Lot or Residence. Upon full payment of all sums secured by the lien and costs and fees accrued, the party making payment shall be entitled to a recordable satisfaction of lien. If any first Mortgagee obtains title to a Lot or Residence as a result of a foreclosure of a first Mortgage or a deed is given in lieu of foreclosure of a first Mortgage of record, such acquirer of title, shall be liable for the share of Assessments or Charges pertaining to such Lot or Residence or chargeable to the former Owner, and which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu of foreclosure of said first Mortgage of record as provided in the Act.

5.11 Golf Course Charges. Owners' Designees and Dependents are not required to pay greens fees for the use of the Golf Course. Owners may be charged cart fees.

5.12 Property and Owners Exempt from Assessments; Lien of Assessments. All portions of the Properties dedicated to and accepted by Collier County, the Collier County Water-Sewer District, or any other Governmental Authority, are exempt from the lien and any Charge for Assessments and the owner of any interest therein is also exempt from payment of Assessments thereon. All Neighborhood Common Areas are exempt from the lien and any Charge for Assessments. Except as may be otherwise provided Herein no Lot or Residence is exempt from the lien and any Charge for Assessments.

ARTICLE VI Maintenance

6.1 Maintenance of Homes, Lots, Multi-Family Buildings and Exclusive Common Areas.

6.1.1 Home Exteriors. The Owner of each Home has the duty to maintain his/her Home and all exterior surfaces, roofs, facias and soffits of the Home and other Improvements located on his/her Lot in a neat, orderly and attractive manner. The Owner's maintenance duty includes maintaining screens, screen enclosures, windows and doors. The minimum standard for the Owner's performance of exterior maintenance is consistency with the general appearance of the Home as initially constructed and subsequently improved, considering, normal weathering and fading of exterior finishes, but not to the point of unsightliness. Each Home Owner is required to clean or repaint (with approved colors) as needed, the exterior portions of his/her Home, including exterior surfaces of garage doors, as often as is necessary to comply with the minimum standard. The Board of Directors may adopt rules governing the frequency of required exterior Home cleaning or repainting.

6.1.2 Lots and Exclusive Common Areas. Except to the extent that certain landscaping and irrigation is maintained by the Association (e.g. lawn maintenance, etc.), the Owner of each Home has the duty to maintain and irrigate the landscaping which the Owner (or their predecessor in title) installed/planted/altered on their Lot (after first obtaining the written

approval of the ARC), including trees, shrubs, flowers, ground cover, grass and other landscaping on his/her Lot (collectively hereafter in this Article as "Landscaping") in a neat, orderly and attractive manner, consistent with the general appearance of The Properties and the golf course as a whole. Furthermore, the Owner of a Home may contract for additional Landscaping services on their Lot with contractors not retained by the Association, but an Owner taking this action is still required to pay the entire portion of the respective Assessment attributable to their Lot, and they will not be entitled to any discount. The minimum standard for the Owner's performance of Landscaping maintenance is consistency with the general appearance of the Home and Lot as initially landscaped. This standard may be raised by virtue of the natural and orderly growth and maturation of the Landscaping, as property trimmed and maintained. Without limiting the generality of the foregoing, each Owner is responsible for the maintenance of any portion of his/her driveway or walkway located in his/her respective Exclusive Common Area, as well as any Landscaping located therein; provided, however, if the Board of Directors of the VCA elects, the VCA may perform all or any part of the Owner's Landscaping maintenance duty, on an ongoing or isolated basis, to achieve an economy of scale or to provide a uniform appearance throughout The Properties. In that event, the VCA's cost of maintenance will be charged to the Owner or Owners for whom the Landscaping maintenance is performed by an Individual Assessment levied in accordance with Article Six Hereof.

6.1.3 Exteriors and Common Elements of Multi-Family Buildings. The Neighborhood Association which governs a Multi-Family Building has the duty to maintain the exterior of a Multi-Family Building, its Landscaping, common elements, and any applicable Neighborhood Common Areas, Maintenance Common Areas, and Exclusive Common areas.

6.2 VCA's Maintenance Duty. The VCA is responsible for the operation, maintenance, repair and replacement (hereinafter collectively "Maintenance") of the following, notwithstanding that title or other ownership interest is not then conveyed to the VCA:

6.2.1 The General, Neighborhood and Maintenance Common Areas, including all Improvements, facilities, equipment and supplies within the Common Areas or used therewith.

6.2.2 Landscaping, the common irrigation system, and other similar Improvements within those Common Areas as follows:

(a) Entry walls, signs, lighting, Landscaping and the irrigation system located on either side of the Road at an entry to The Properties and in any median located within the Roads. The VCA's duty includes, but is not limited to Improvements, Landscaping and the irrigation system within the Roads, medians, and any Improvements located within any easement adjacent to the Roads.

(b) Other Landscaping and Buffer Area within or adjacent to the Roads. The VCA's Maintenance duty under this Article VI includes, the common irrigation system, Landscaping, walls, fences, signs, electrical and utility installations and Improvements located within Common Areas for aesthetic, artistic or decorative purposes. Nothing contained Herein prohibits the Board from determining to maintain any Landscaping within or adjacent to any public street or right-of-way contiguous to The Properties, to the extent it is not maintained by Governmental Authority at an acceptable level, as determined by the Board. The VCA has no

responsibility for any maintenance duty of an Owner, a Neighborhood Association, or any other association.

(c) Community Service Systems within The Properties, to the extent not the responsibility of the service provider, a Governmental Authority, an Owner, or a Neighborhood Association.

(d) The Surface Water Management System, including but not limited to, all lakes, ponds, canals, ditches, culverts, lines, structures and in-flow and out-flow facilities not dedicated to and maintained by a Governmental Authority, to the extent so dedicated, and to the extent not maintained by the Governmental Authority to a level acceptable to the Board. The Surface Water Management System must be maintained to not less than the minimum standards and requirements imposed by Governmental Approvals.

(e) Any Surface Water Management System within The Properties, and any surface water discharge facility within The Properties, as exempted or permitted by the Florida Department of Environmental Protection. With respect thereto, the Board may establish appropriate rules and regulations, assess the Owners for the cost thereof, and contract for services to provide for the operation and maintenance of the systems and facilities.

6.2.3 The Roads, all additions thereto, or any parts thereof, provided, however, if the VCA assigns to a Neighborhood Association the VCA's duty to maintain that part of the Roads within that Neighborhood, that Neighborhood Association will assume and perform the VCA's duty, and the VCA will have no responsibility for the maintenance duty assumed.

6.2.4 Conservation Area shown on the Plot Plan, on any plat of property within The Properties, and on any subsequent plat of Additional Property added to The Properties by Supplemental Declaration, and areas within any Conservation Easement; the VCA will preserve and protect the Conservation Area and Buffer Zone Area. Conservation Area and Buffer Zone Area may not be altered in any way from their natural or protected state except as follows: (i) "exotic or nuisance vegetation" may be removed; and (ii) restoration in accordance with a restoration plan included in Conservation Easements may be undertaken. "Exotic Vegetation" may include, but is not limited to melaleuca, Brazilian pepper, Australian pine, and Japanese climbing fern. "Nuisance Vegetation" may include, but is not limited to, cattails, primrose willow and grape vine. The VCA will perform all mitigation/monitoring within the Conservation Area and Buffer Zone Area as required by Governmental Requirements and Governmental Approvals. The VCA has responsibility for perpetual maintenance of the Conservation Area and Buffer Zone Area and agrees to take action against any Owner who violates any of the covenants contained either in this Declaration, any recorded Conservation Easement, Governmental Requirements and Governmental Approvals.

6.2.5 The Golf Course and Recreational Area and related facilities.

6.3 The Expense of Maintenance. The VCA's cost of performance of the Maintenance required or implied Herein is a Common Expense unless otherwise expressly provided. If an item of Maintenance results from any intentional or negligent act of an Owner, Owner's Designee, his/her Family, agent, Tenant, contractor, invitee or licensee, then the cost of

Maintenance, to the extent so caused, is the responsibility of the Owner and his/her Lot or Residence. Even if the cost thereof is advanced as a Common Expense, it will be assessed to and payable by the Owner and his/her Lot or Residence as an Individual Assessment. Likewise, if an item of Maintenance results from any intentional or negligent act of a Neighborhood Association (or other association), its contractor, agent or licensee, the cost of Maintenance, to the extent so caused, is the responsibility of the Neighborhood Association and will be assessed to and payable by the Neighborhood Association.

6.4 Maintenance by Owners. Except for Exclusive Common Areas serving a particular Owner, no Owner has Maintenance responsibility for the Common Areas or other items to be maintained by the VCA in Section 6.2, except obligations provided in Section 6.3 and any Maintenance obligation specifically assigned by written agreement to an Owner or a particular group of Owners.

6.5 VCA's Maintenance Right Upon Non-Compliance.

6.5.1 The VCA and its agents may enter any Lot following Notice to its Owner and during reasonable hours to inspect the Lot, Improvements and Landscaping. If the VCA determines the Owner's Maintenance duty is not being performed the VCA will notify the Owner. Except in an emergency, following Notice and the expiration of any cure period set forth in the notice, the Board may perform the necessary Maintenance to the extent the Owner has failed to do so. All costs of Maintenance incurred by the VCA Hereunder will be assessed to the Owner and Lot or Residence as an Individual Assessment.

6.5.2 Provided, however, and except as provided in Section 6.5.3, nothing Herein obligates the Board or the VCA to perform any Maintenance to remedy an Owner's failure to fulfill his/her Maintenance duty. The VCA's failure to perform an Owner's Maintenance duty does not waive the VCA's right to do so subsequently, nor does its performance of Maintenance in any one or more instance establish any obligation of the VCA to continue to do so, or to do so in any particular circumstance.

6.5.3 The VCA will take action against an Owner who violates any of the provisions Hereof applicable to Conservation Area, Buffer Zone Area, any of the provisions of a Conservation Easement, or any Governmental Requirement applicable to Conservation Area and Buffer Zone Area.

6.5.4 The Board may, in its discretion, establish uniform levels of Maintenance and upkeep for Lots, and may rely upon those standards in performing its responsibilities Hereunder.

6.6 Transfer of Maintenance Duty to Governmental Authority. The VCA may transfer its Maintenance duty for any part of the Maintenance Common Areas, any Community Service System, or any other item or items for which the VCA has a Maintenance duty, to any special tax district, taxing unit, or Governmental Authority having jurisdiction of those matters without the necessity of Owner approval, provided the Governmental Authority accepts the VCA's Maintenance duty and transfer is not inconsistent with the Governmental Approvals. If the VCA transfers its Maintenance duty, the VCA retains the authority to supplement Maintenance to the

extent the Governmental Authority does not maintain those items to an acceptable level, as determined by the Board.

6.7 Golf Course Maintenance. The VCA has the duty to perform Golf Course Maintenance. The VCA has the right to perform Golf Course Maintenance at any time, including but not limited to early morning and late at night.

6.8 Additional Maintenance Rights. In the event a Lot adjacent to the Golf Course is not maintained consistent with the adjacent Golf Course, the VCA has the right and duty to perform the necessary Maintenance to the extent the Owner has failed to do so. All costs of Maintenance incurred by the VCA Hereunder, will be assessed to the Owner and the Lot as an Individual Assessment.

ARTICLE VII

Use Restrictions

7.1 Applicability. The provisions of this Article VII apply to all of The Properties.

7.2 Residential Use. No Home or Residence may be used except as a residence.

7.2.1 The use of a Residence which involves business activities does not violate Section 7.2 as long as that use conforms to applicable Governmental Requirements, and does not involve customers, clients, patients, suppliers or others regularly visiting the Residence, although limited express and courier service and similar deliveries are allowed. Notwithstanding the foregoing, the privilege of conducting business activities within a Residence does not entitle the Owner or other persons conducting the activities to any exemption, variance from, or special treatment under, other applicable restriction contained in this Declaration or the Rules and Regulations of the VCA.

7.3 Easements. Drainage, lake, water and sewer, utilities, and access easements are reserved and dedicated on the Plat of Vanderbilt Country Club, and will be reserved and dedicated on subsequent replats, and subsequent plats of Additional Property added to The Properties by Supplemental Declaration. The Maintenance of the facilities within the easement area of each Lot is the duty of the VCA to the extent provided Herein, unless a Governmental Authority or utility company has that duty.

7.3.1 Utility companies and the VCA have a non-exclusive perpetual easement for the installation and Maintenance, all underground, of water lines, sanitary sewers and sewer lines, storm drains, and electric, gas, telephone and Community Service System lines, cables and conduits, under the applicable easements shown on the Plat of Vanderbilt Country Club, and on subsequent plats of Additional Property added to The Properties by Supplemental Declaration. These duties are in addition to any duties set forth on the recorded plats referred to.

7.4 Nuisances. No noxious or illegal activity shall be carried on upon any Lot or Residence, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Community or any other Owner. In the event of any question as to what may be or become a nuisance, such question shall be submitted in writing to the Board for a decision in

writing, which decision shall be final. In addition, no weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any portion of the Lot where the Owner is responsible for landscaping. No refuse pile or unsightly objects shall be allowed to be placed or suffered to remain on any Lot; and in the event that an Owner shall fail or refuse to keep said areas of his/her Lot free of weeds or underbrush, or permits refuse piles or other unsightly growths or objects on any portion of the Lot, then the Association may enter upon said premises and remove the same at the expense of the Owner, secured by a Lien for Charges, and such entry shall not be deemed a trespass. All garbage or trash containers must be placed in the original trash container alcove built by the builder for that purpose or other areas so that they shall not be visible from adjoining Lots or from the street.

7.5 Temporary Structures; Gas Tanks; Other Outdoor Equipment. No structure of a temporary character, or trailer, mobile home or recreational vehicle, is permitted on The Properties at any time. No gas tank, gas container or gas cylinder is permitted to be placed on a Lot, except a gas tank used for one (1) swimming pool heater which is screened from view, one (1) gas cylinder connected to a barbecue grill, and/or portable generator and another tank as is designed and used for household purposes and approved in accordance with Article IX. Any outdoor equipment such as, but not limited to, pool pumps and water softening devices must be reasonably screened from the view of adjacent and contiguous Lots, sidewalks, lakes and Roads by landscaping or other means approved in accordance with Article IX; provided, however, the use of screening does not obviate the requirement that the installation of any equipment nevertheless be approved in accordance with Article IX.

7.6 Signs. No sign or billboard of any kind may be displayed to the public view from any Lot Home or Multi-Family Building except as follows:

7.6.1 directional and informational signs associated with the Common Areas, the development of The Properties in general, or as may be approved in accordance with Article IX;

7.6.2 one professional sign by an Owner or an Owner's real estate agent advertising the Residence for sale; the sign must be removed promptly after the sale of the Residence; and subject to additional restrictions contained in the Rules and Regulations;

7.6.3 small address and family nameplates as approved in accordance with Article IX;

7.6.4 no other signs are permitted.

7.7 Oil and Mining Operation; Water Wells. Oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind upon or below The Properties is prohibited. Water wells, oil wells, tanks, tunnels, mineral excavations or shafts upon or below The Properties is prohibited, except wells and other irrigation devices installed by or on behalf of Declarant, the VCA, or an Owner for irrigation of his/her Lot. Derricks or other structures designed for boring for oil or natural gas may not be erected, maintained or permitted upon any portion of The Properties. An underground propane tank is permitted, subject to all applicable governmental approval(s), and in accordance with Article IX.

7.8 Pets. The raising, breeding and keeping of animals of any kind is prohibited on The Properties; except, an Owner may keep no more than two (2) household pets, provided they are not kept for any commercial purpose, and provided that they do not become a nuisance. No pets may be walked except in areas designated by the VCA for that purpose, if any. The term “household pets” when used in this Section 7.8 means dogs, cats or those other animals as may be expressly permitted by the VCA. **ALL PETS MUST BE KEPT ON A LEASH WHEN NOT IN THE OWNER’S RESIDENCE.** Pets are also subject to all applicable Rules and Regulations. Nothing stated in Section 7.8 prohibits an Owner from keeping fish or domestic birds, as long as the latter are kept indoors and do not become a nuisance.

7.9 Visibility at Intersections. No obstruction to visibility at intersections of the Roads or Common Area intersections are permitted; provided, that the VCA is not liable in any manner to any person or entity, including Owners, Owner’s Designee, their families, Guests, Invitees, agents, and contractors, for any damages, injuries or deaths arising from any violation of this Section 7.9.

7.10 Commercial Vehicles, Trucks, Trailers, Campers, Swamp/Dune Buggies, Boats, and Garage Doors. No commercial vehicles, campers, mobile homes, motorhomes, swamp/dune buggies, boats, house trailers, storage containers, boat trailers, or trailers of every other description shall be permitted to be parked or to be stored at any place with The Properties, except only during the periods of approved construction, and except that they may be stored within garages. Small pick-up trucks or vans of the type commonly used as private passenger vehicles may be parked or stored in approved parking areas, so long as no commercial equipment or lettering or graphics is exposed to view. The term “commercial vehicle” shall include all automobiles, trucks and vehicular equipment, including station wagons, which bear signs or shall have printed on same some reference to any commercial undertaking or enterprise. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery, and other commercial services. The Board of Directors shall have the authority to adopt additional/supplemental vehicle restrictions in the Rules and Regulations.

No vehicle which is unlicensed or inoperable may be kept or stored within the Community, unless kept fully enclosed inside a garage. No repair work to any type of motor vehicle, boat or trailer shall be conducted within The Properties other than minor repairs, cleaning or waxing which is completed in less than twenty-four (24) hours.

Garage doors must be kept closed, except when entering and exiting the garage, or when working in or around the garage area. The screening of garages or other modifications shall not change the requirement that garage doors be kept closed at all times, except during entry or exit or when work is being done in proximity thereto.

7.10.1 All Owners and other occupants of Residences must consult with the VCA prior to purchasing, or bringing onto The Properties, any type of vehicle, if they are unsure if said vehicle is permitted.

7.10.2 Subject to governmental regulations, any vehicle parked in violation of these or other restrictions contained Herein, or in the Rules and Regulations now or hereafter adopted, may be towed by the VCA at the sole expense of the vehicle’s Owner, if the vehicle

remains in violation for a period of 24 hours from the time a written notice of violation is placed on the vehicle. The VCA is not liable to the vehicle's Owner for trespass, conversion or otherwise, and is not guilty of any criminal act, by reason of towing or removal. The vehicle owner's failure to recover the vehicle for any reason is not grounds for relief of any kind. The term "vehicle" when used in Section 7.10.2 also includes campers, mobile homes, trailers, commercial vehicles and public service vehicles. An affidavit of the person posting the notice stating that it was properly posted is conclusive evidence of proper posting and adequate notice.

7.10.3 A golf cart may only be parked in an enclosed garage or in a space specifically designated for that express purpose by the VCA.

7.11 Parking on Common Areas and in Garages. No vehicle of any type may be parked on any part of the Common Areas except to the extent, if at all, that part of the Common Areas is specifically designated for that purpose or parking is for a temporary social or similar event not to exceed three (3) hours. Overnight street parking is not allowed, except in limited circumstances as outlined in the Rules and Regulations (such as driveway sealing).

7.11.1 Each Owner who has a garage must use at least one (1) space in that garage for parking a vehicle. In the event an Owner keeps a boat on a trailer (or some other vehicle or trailer) in his/her garage, the other space must be used for parking a vehicle.

7.11.2 Parking is not permitted on any portion of a Lot except its driveway and garage.

7.12 Garbage and Trash Disposal. No garbage, refuse, trash or rubbish (including materials for recycling) may be placed outside of a Residence or Multi-Family Building, except as permitted by the VCA. The requirements from time to time of the applicable Governmental Authority or other company or association responsible for the collection of waste must be followed. All equipment for the storage or disposal of garbage must be kept clean and sanitary. Containers may not be placed out for collection sooner than 24 hours prior to scheduled collection and must be removed within 12 hours of collection. In the event that an Owner of a Residence keeps containers for recyclable materials those containers are subject to this Section 7.12. Only Waterford residents are allowed to place trash in the Waterford trash and recycling containers.

7.13 No Drying. No clothing, laundry or wash may be aired or dried on any portion of The Properties.

7.14 Waterfront Property. As to all portions of The Properties which have a boundary contiguous to a lake or other body of water (collectively in this Section 7.14 a "**water body**"), the following additional restrictions and requirements apply:

7.14.1 no boathouse, dock, wharf or other structure of any kind may be erected, placed, altered or maintained on the shores of a water body unless erected by VCA;

7.14.2 boat, boat trailer, vehicular parking, or other similar use of a water body's slope or shore area is prohibited. No boats of any type may be used on any water body which is

part of the Common Areas, except those used by the VCA, a Governmental Authority, or contractor for Maintenance or other lawful purposes;

7.14.3 no solid or liquid waste, litter or other materials may be discharged or thrown into any water body or on the banks thereof;

7.14.4 no landscaping (other than that initially installed or approved by Declarant) or Improvements (regardless of whether or not permanently attached to the land or to other Improvements) may be placed within any lake maintenance, access or similar easements around water bodies;

7.14.5 boats kept on The Properties are subject to Section 7.10;

7.14.6 boats operated on water bodies owned by, or dedicated to, any Governmental Authority are subject to all regulations of that authority and not to regulation by the VCA (which has no jurisdiction over those areas); and

7.14.7 WITH RESPECT TO WATER LEVELS AND WATER QUALITY AND OTHER WATER BODY-RELATED MATTERS, ALL PERSONS ARE REFERRED TO ARTICLE XVII HEREOF.

7.15 Air Conditioner Units and Reflective Materials. No air conditioning units may be mounted through windows or walls of Homes or Multi-Family Buildings. No Residence may have any aluminum foil placed in any window or glass door or any reflective substance or other materials (except standard window treatments) placed on any glass, except as may be approved for energy conservation purposes in accordance with Article IX.

7.16 Renewable Resource Devices. Nothing in this Master Declaration prohibits the installation of energy devices based on renewable resources (e.g., solar collector panels); provided, however, that they shall be installed only in accordance with the reasonable standards adopted from time to time by the VCA. Those standards will comply with Florida Statute Section 163.04, Florida Statutes (2020), and be reasonably calculated to maintain the aesthetic integrity of The Properties without making the cost of the devices prohibitively expensive. Any installation is subject to ARC approval, per Article IX.

7.17 Driveway and Walkway Surfaces. No Owner may install any walkway or a driveway which has a surface material, design or color different than the existing material and color (originally used and approved by the VCA). Further, no Owner may change any existing sidewalk or driveway in any manner unless approved in accordance with Article IX.

7.18 Conservation Area and Conservation Easement. NOTICE TO OWNERS. Owners are hereby notified that their Lot(s) may contain or be adjacent to Conservation Area protected under a Conservation Easement. Conservation Area shown and dedicated on the Plat of Vanderbilt Country Club, and on any subsequent plats of Additional Property added to The Properties by Supplemental Declaration, are areas which, except for mitigation activities, may not be altered in any way from their natural state, in accordance with Section 704.06, Florida Statutes. Activities prohibited within Conservation Area and within Conservation Easement areas, include,

but are not limited to: construction or placing buildings on or above the ground; dumping or placing soil or other substances such as trash; removal or destruction of trees, shrubs, or other vegetation, except exotic vegetation; excavation, dredging, or soil removal; diking or fencing and other activities detrimental to drainage, flood control, water conservation, erosion control or fish and wildlife habitat conservation and preservation. The use of rear yard docks and boats is prohibited. Conservation Area and Conservation Easement areas are Maintenance Common Areas. Maintenance of Conservation Area and Conservation Easement areas is the perpetual duty of the VCA.

7.19 Gatehouse and Roving; Patrols. All Owners are responsible for complying with procedures and restrictions adopted by the Board, if any, for controlling access to the Roads and The Properties through any gatehouse serving The Properties, as those procedures and restrictions are adopted and amended from time to time.

7.19.1 All Owners, Owners' Designees, and their families, Guests, Invitees and Tenants are advised that any gatehouse staff and system, as well as any roving patrol personnel serving The Properties, if any, are not law enforcement officers or first responders and are not intended to substitute for or perform the duties and functions of law enforcement officers or first responders; those persons are employed, if at all, only for the purpose of monitoring access to The Properties and observing activities therein readily observable to them.

7.19.2 THE FOREGOING IS SUBJECT AT ALL TIMES TO THE DISCLAIMER OF DUTIES AND LIABILITIES AS SET FORTH IN ARTICLE XVII OF THIS DECLARATION.

7.20 Drainage. Filling or grading on a Lot that will adversely affect the drainage pattern is prohibited. No grass clippings, plant trimmings or other landscape or other debris may be deposited in a swale, ditch, lake, pond or any other drainage, detention or retention facility within The Properties, whether or not part of the Surface Water Management System or any stormwater management system. Any Owner that causes or permits alteration of the contours of land or drainage or otherwise interferes with the Surface Water Management System or stormwater management system is liable for any damage caused thereto or to other parts of The Properties. THE FOREGOING IS SUBJECT AT ALL TIMES TO THE DISCLAIMER OF DUTIES AND LIABILITIES AS SET FORTH IN ARTICLE XVII OF THIS DECLARATION. The VCA has no liability whatsoever to any person or entity for inadequate drainage or water retention as long as VCA complies with its Governmental Approvals.

7.21 Restriction on Right to Withdraw Water. No Owner has the right to withdraw or use water from any lake, pond, retention facility or drainage ditch forming a part of the Surface Water Management System without the prior written approval of the Board. The right if granted, exists exclusively for irrigation. Any approval may be given unconditionally or conditioned upon terms and limitations as the Board determines to be appropriate, in its sole discretion, including but not necessarily limited to the imposition of a charge to withdraw water. Any approval once given may be revoked or suspended by the Board if it, in its sole discretion, determines that the right has been abused or that circumstances have changed so that it is in the best interest of the VCA that authorization be withdrawn. Likewise, the Board may impose additional conditions or

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alter those already imposed. Nothing contained Herein imposes any obligation upon the Board to permit the withdrawal and use of water by any Owner and the Board may be arbitrary in reaching any determination Hereunder; provided, however, those in substantially similar situations shall be treated in a uniform, fair and reasonable manner. If, however, the Board determines there are a limited number of Owners who may withdraw water from any given source, the Board may limit the number who may so withdraw and use the water, and establish priorities as they determine to be appropriate.

7.22 Rules and Regulations. The Board may adopt and amend Rules and Regulations governing the maintenance and use of The Properties. The Board will make reasonable efforts to publicize the Rules and Regulations, including any amendments thereto, which the Board makes from time to time, but is not required to record them in the public records of the County. Any Rules and Regulations must be either: (i) in furtherance of specific provisions of this Master Declaration; or (ii) reasonably calculated to enhance the orderly and peaceful appearance, use and operation of Common Areas; in either case, they may not conflict with any provision of this Master Declaration, the Articles or By-Laws. Subject to the foregoing standard, the Rules and Regulations may prohibit (as opposed to simply regulate) certain uses notwithstanding that prohibition of those uses is not expressly set forth Herein. Further, the Rules and Regulations may vary from Neighborhood to Neighborhood in order to reflect any different characteristics thereof or wishes of the Owners therein. In addition to this Master Declaration and Amendments hereto, VCA may add Additional Property to The Properties by Supplemental Declaration. A Supplemental Declaration may vary from this Master Declaration as to the Additional Property added thereby, in accordance with the Development Plan and the location, topography and intended use of the Additional Property. Nothing contained in this Article VII requires the VCA to impose uniform restrictions, or to impose restrictions of any kind on all or any part of additions to The Properties except as expressly provided Herein or as required by Governmental Approvals or Governmental Requirements.

7.23 Variances. The Board of Directors of the VCA has the right and power to grant variances from the provisions of this Article VII, except those required by Governmental Approvals and Governmental Requirements, and from the VCA's Rules and Regulations for good cause shown, as determined in the reasonable discretion of the Board. No variance alters, waives or impairs the operation or effect of the provisions of this **Article VII** in any instance in which the variance is not granted.

ARTICLE VIII

Architectural Control and Construction Requirements

8.1 Purpose of the Architectural Control and Construction Requirements Established. To establish and maintain consistent design and construction of Homes and Multi-Family Buildings compatible with the Vanderbilt Country Club themes, to preserve the value of The Properties, and to promote the general welfare of the Owners, the VCA established the following conditions, procedures, requirements, restrictions, enforcement powers and remedies which govern architecture, design, Construction and Improvements, as defined in this Article VIII.

8.2 Requirements and Restrictions.

8.2.1 Set-Backs. Applicable set-backs must be complied with unless otherwise approved pursuant to Architectural Review in accordance with Article IX.

8.2.2 Existing Grade. Any modification of the elevation of the existing grade of a Lot will only be approved if the plan assures that the modification does not increase the surface water run-off from the Lot.

8.2.3 Exterior and Roof Materials. Modification or alteration of exterior and roof materials are subject to Architectural Review in accordance with Article IX.

8.2.4 Exterior Colors. Modification or alteration of exterior colors are subject to Architectural Review in accordance with Article IX.

8.2.5 Prohibited Structures. No prefabricated or modular type homes may be constructed or located upon The Properties. No mobile homes are permitted upon The Properties. No trailer, shack, tent, garage or other outbuilding may be used as a permanent or temporary residence upon The Properties.

8.2.6 Construction Activity and Construction Rules and Regulations. The following Rules and Regulations apply to any construction activity by or on behalf of an Owner within The Properties. The construction area must be maintained in a neat and orderly manner. All debris must be contained on the Lot upon which the construction is taking place. A container of adequate size and construction must be placed on the Lot and all construction debris and rubbish shall be deposited in the container not less frequently than each day. The construction debris and rubbish must be collected on a regular basis. No temporary trailer may be placed on any property without the prior written approval of the VCA. Construction vehicles whether parked or not may not block or interfere with the use of the Roads. All Owners and their contractors must comply with the Construction Rules and Regulations, if any, as adopted and amended by the VCA from time to time. The Board has the power to promulgate, adopt and amend Construction Rules and Regulations (which may be in the form of a manual) as it deems necessary to govern construction of Improvements and activities related thereto. The Construction Rules and Regulations may provide requirements and restrictions concerning construction activity including, but not limited to, rubbish and construction debris removal; temporary sanitary facilities; parking areas; permissible times of access and construction; outside storage; restoration of damaged property; conduct and behavior of contractors, their agents and employees, or any other person involved in the construction; conservation of landscape materials; and fire protection.

8.3 Article VIII Not Applicable to VCA. Without limiting the generality of this Article VIII, the foregoing provisions of Article VIII do not apply to the Common Areas or to the Improvements constructed thereon by or on behalf of the VCA. That is, the VCA is exempt from all the provisions of Article VIII with respect to construction of Improvements on the Common Areas.

ARTICLE IX

Architectural Review

No Home, Multi-Family Building, Improvement, or any modification thereof or addition

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thereto of any nature (hereinafter collectively an "Improvement") may be constructed, built, erected, placed, altered or relocated on any Lot, or removed therefrom (hereinafter collectively "Construction"), until the Owner's (hereinafter the "Applicant") Construction plans and specifications, which shall at least include a plan showing the location of the Improvement, a landscaping plan and a Lot cleaning, grading and drainage plan (hereinafter "plans and specifications") are approved in writing by the Architectural Review Committee and the Applicant obtains all necessary Governmental Approvals. The term "Architectural Review Committee" means and refers to a Committee composed of no fewer than three and no more than five persons appointed by the Board to perform the function of the Architectural Review Committee pursuant to and in accordance with this Article IX. Each Improvement, together with landscaping, may be constructed only in accordance with the plans and specifications approved by the Architectural Review Committee, applicable Governmental Approvals and Governmental Requirements. The Architectural Review Committee's disapproval of plans and specifications may be based on any grounds, including purely aesthetic ones, based solely on its subjective judgment. Any change in the appearance of any Improvement and any material change in the appearance of landscaping, is an Improvement requiring the Architectural Review Committee's approval; provided, however, that lights, flags and other decorations customary for holidays do not require approval Hereunder (but may be regulated by the Board as to size, quantity, nature and length of time they may remain in place). The Board may adopt, and subsequently amend, a schedule of reasonable fees for review of plans and specifications submitted to the Architectural Review Committee for approval. The schedule may set different fees for different classifications of Improvements. The schedule may also provide for additional fees for the review of any resubmitted plans and specifications. The Applicant will pay all fees to the Architectural Review Committee in cash at the time the plans and specifications are submitted or resubmitted.

9.1 Application for Architectural Review and Plan Submittal. Prior to the Construction of an Improvement on a Lot, the Applicant must submit to the Architectural Review Committee two (2) sets of the plans and specifications described above.

9.2 Improvement Requiring Approval. In addition to Homes and Multi-Family Buildings, Improvements requiring Architectural Review Committee approval under this Article IX include, but are not limited to, fences, walls, hedges and other boundary structures, driveways, sidewalks, pools, pool decks, jacuzzies, screen enclosures, decks, patios or extensions, exterior paint or finish, exterior or roof materials, awnings, shutters, hurricane protection, outside storage sheds and similar structures, basketball hoops, swing sets or play apparatus, tennis courts, decorative plaques or accessories, statues, benches and other site furniture, planters, birdhouses, other pet houses, mail and newspaper boxes, exterior lighting, swales, sidewalk and driveway surfaces or treatments, antennas and satellite dishes, landscaping or other Improvements of any kind, even if not permanently affixed to the Lot or to other Improvements.

9.3 Approval or Disapproval. The Architectural Review Committee will approve plans and specifications submitted for its approval only if it determines in its sole discretion that the proposed Improvement meets the purpose of architectural control of Article IX, complies with the construction requirements and restrictions of Article IX, and the procedures of this Article IX. The Architectural Review Committee may condition its approval of plans and specifications as it deems appropriate, and may require submission of additional detail in plans and specifications,

other information, or additional plans and specifications, including without limitation, floor plans, plot plans, site plans, drainage plans, engineering plans, surveys, elevation drawings and descriptions or samples of exterior materials and colors. The Architectural Review Committee's final written approval must be obtained prior to Applicant, its agent or contractor applies for a building permit. If, following the Architectural Review Committee's review of the plans and specifications, the Architectural Review Committee disapproves the plans and specifications, the Architectural Review Committee shall notify the Applicant of the items thereof which are objectionable. In the event the Applicant corrects the objectionable portions, the Applicant may resubmit the plans and specifications, as corrected, for approval. Upon the Architectural Review Committee's approval of an Applicant's plans and specifications either as originally submitted or resubmitted, the Architectural Review Committee shall indicate its approval in writing on the plans and specifications. After the Architectural Review Committee's approval, the Architectural Review Committee shall return one set of the plans and specifications to the Applicant and the VCA shall retain the other set.

9.4 Approval or Disapproval Deadline. Except as otherwise provided Herein, the Architectural Review Committee will act on submissions to it within thirty (30) days after receipt of the plans and specifications, and all further documentation required by the Architectural Review Committee, unless the ARC confirms in writing to the applicant their need for additional time, or else the request is considered approved. However, until receipt of all required plans and specifications, the applicable fee, and all further documentation required by the Architectural Review Committee, the Architectural Review Committee may postpone review of any plans and specifications submitted or resubmitted for its approval. No request for approval is valid or requires any review or response unless and until the Applicant pays all Assessments on its Lot (and any interest, costs and attorneys' fees due thereon), or while any other violation of this Master Declaration or the VCA's Rules and Regulations remains uncured.

9.5 Right of Entry. Any member of the Architectural Review Committee or the Board (or its agents) may at any reasonable time, and with reasonable written notice, enter and inspect any work subject to the jurisdiction of the Architectural Review Committee, including any work reasonably believed by such member to be a violation of the covenants and restrictions set forth in the Governing Documents. Additionally, any member of the Architectural Review Committee or the Board (or its agents) shall have the right but not the obligation, from time to time, to inspect the construction or other work as it proceeds in order to ensure itself that the work is being performed according to the plans and specifications approved by the Architectural Review Committee. Entry upon a Lot for the purposes set forth Herein shall not be deemed a trespass.

9.6 Local Building Code. This Article shall not be deemed to excuse any Owner from compliance with local building and construction codes, ordinances and/or regulations and Improvements constructed, replaced, altered, modified or maintained on a Lot shall conform to the requirements of such laws, codes, ordinances and regulations. The Architectural Review Committee's approval shall not create any presumption that an Owner's plans comply with applicable laws, codes, ordinances and regulations, nor that the work will serve its purpose as intended by Owner.

9.7 Consent of Other Lot Owners. The Architectural Review Committee may, but is not obligated to, require any request for its approval under Article IX be accompanied by the Amended and Restated Master Declaration of General Protective Covenants,

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written consent of the Owners of the Lots [up to five (5)] adjoining or nearby the Lot proposed to be improved.

9.8 No Liability for Approval or Disapproval. The Architectural Review Committee's approval of plans and specifications does not constitute or imply the VCA's, the Board's, the Architectural Review Committee's or any Architectural Review Committee member's warranty of plans and specifications. Neither the Architectural Review Committee, its members, its representatives or agents or any member, representative or agent of the VCA, or its Board of Directors, is liable for the approval or disapproval of plans and specifications, for the design of plans and specifications, or for the safety, soundness, materials or usefulness for any purpose of any Improvement Constructed in accordance with approved plans and specifications, or for the plans and specifications' noncompliance with Governmental Requirements, Governmental Approvals, or industry codes and standards. An Applicant, by submitting a request for the approval of plans and specifications Hereunder, agrees to hold harmless and indemnify the aforesaid persons and entities from and for any loss, claim or damages connected with the aforesaid aspects of the plans and specifications and Improvements.

9.9 No Waiver of Future Disapprovals. The Architectural Review Committee's approval of plans and specifications, or of any other matter requiring the Architectural Review Committee's approval under Article IX, does not constitute or imply the Architectural Review Committee's waiver of its right to disapprove any similar plans and specifications or matters whatsoever, subsequently or additionally submitted to the Architectural Review Committee for approval under Article IX.

9.10 Variance. The Board may grant a variance from compliance with any of the provisions of Articles VII, VIII and IX, if it in its sole discretion determines circumstances including, but not limited to, topography, natural obstructions, hardship, aesthetic, environmental or other considerations require. To be valid, a variance must be evidenced in writing and must be signed by the Board. If the Board grants a variance, no violation of this Master Declaration occurs with respect to the specific matter for which the variance is expressly granted. The Board's grant of a variance does not, however, operate to waive any of the terms, provisions, restrictions, requirements, or conditions of this Master Declaration for any purpose, except as to the particular Lot, and particular matter expressly addressed in the variance; nor does the variance affect in any way the Lot Owner's obligation to comply with all Governmental Requirements and Governmental Approvals affecting the Owner's use of its Lot.

9.11 Remedies. In the event any Owner or any other person or entity (hereinafter collectively the "Defaulting Owner"), violates Articles VII, VIII or IX, the VCA has the remedies described in this Section 9.11. The VCA will give Notice to the Defaulting Owner describing the violation and giving the Defaulting Owner a reasonable time (as determined by the Board) within which to cure the violation. After giving the Defaulting Owner notice and after the expiration of the cure period, the VCA (its agents, assigns and designees) has all rights and remedies lawfully available to it as well as the specific right (including an easement and license) to enter upon the Owner's Lot and remove or cure the violation. The VCA's cost of removal or cure of the violation, plus a surcharge of a minimum of \$25.00 (but in no event more than thirty-five percent (35%) of the cost), is an Individual Assessment against the Lot (and Defaulting Owner), which Individual Assessment is payable upon demand and is secured by the lien for Assessments provided for in Amended and Restated Master Declaration of General Protective Covenants,

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this Master Declaration. In the event any Improvement for which approved plans and specifications is required under this Article IX is not constructed in substantial compliance with approved plans and specifications or within governing time deadlines for completion, the VCA may proceed against the Defaulting Owner in accordance with the remedies set forth Herein.

9.12 Article IX Not Applicable to VCA. Without limiting the generality of this Article IX, the foregoing provisions of Article IX do not apply to Lots and the Improvements Constructed on Common Areas. That is, the VCA is exempt from all the provisions of Article IX with respect to Construction of Improvements on Common Areas and VCA is not be obligated to obtain approval for the Construction of Improvements.

9.13 Article IX Not Applicable to Golf Course. Without limiting the generality of this Article IX, the foregoing provisions of Article IX do not apply to the Golf Course or Improvements Constructed thereon. That is, the Golf Course is exempt from all the provisions of Article IX with respect to Construction of Improvements on the Golf Course. There is no obligation to obtain approval for the Construction of Improvements on the Golf Course.

ARTICLE X

Resale, Lease and Occupancy Restrictions.

10.1 Estoppel Certificate Documents. No Owner may sell or convey his/her interest in a Residence unless all sums due the VCA are paid in full and an estoppel certificate confirming payment in full (the "Certificate") is received by the Owner. If all those sums are paid, the VCA will deliver the Certificate to the Owner within deadlines provided for in the Act. The Owner requesting the Certificate may be required by the VCA to pay to the VCA or its designated agent a reasonable sum as determined by the Board, to cover the costs of examining records and preparing the Certificate, as provided for in the Act.

10.2 Leases. The Lease of a Lot or Residence is defined as occupancy of the Lot or Residence by any Person other than the Owner, whether pursuant to verbal or written agreement, where said occupancy by the non-owner involves consideration (the payment of money, the exchange of goods or services, or any other exchange of value). The term "leasing" and "renting" shall be used interchangeably for the purpose of this Declaration. The term "Tenant" and "Lessee" shall likewise be used interchangeably. No portion of a Residence, other than an entire Residence, may be Leased or rented; and any Lease or rental must be for a period of not less than thirty (30) days nor for more than one (1) year. No residence or portion thereof may be advertised, marketed or promoted on any form of media (including internet website) as being available for Lease or rental for periods of less than thirty (30) days or for more than one (1) year. All Leases must be written and provide, or are deemed to provide, that the VCA has the right to terminate the Lease in the name of and as agent for the lessor upon default by Tenant in observing any of the provisions of this Master Declaration, the Articles of Incorporation, the By-Laws, the Rules and Regulations, or other applicable provisions of any agreement, or instrument governing The Properties, or administered by the VCA. Leasing Residences are subject to the prior written approval of the VCA, as further described below.

10.2.1 An Owner leasing his/her Residence may not transfer any Common Area use rights, except access rights over Common Area for ingress and egress, unless the Owner first

delivers to the VCA: (i) a reasonable transfer fee in an amount established by the Board; and (ii) a completed transfer application in the form prescribed by the Board. Any transfer of rights may be made for a term of no less than thirty (30) days and may only be made four (4) times per year (even if to the same party more than once per year). Further, no transfer is valid for a period of more than twelve (12) months. A transfer of rights hereunder vests in the Tenant non-exclusive use rights in and to the Common Areas as are appurtenant to the Residence Leased and divest the Owner of those rights for the period for which the transfer is effective. Accordingly, any and all rights afforded Owners and Owner's Designees under this Master Declaration with respect to the Common Areas (other than access) is subject to the requirements of Section 10.2 and the limitations of Section 4.2. Furthermore, during the period specified during the transfer application, the Owner waives their rights and privileges of the use and enjoyment of the Golf Course and Recreational Areas (except for any applicable rights as a Guest). No lease of a Residence will be approved unless the Lease includes a complete divestiture of the Owner's rights and privileges to use and enjoy the Golf Course and Recreational Areas. The Board of Directors shall have the authority to adopt additional/supplemental Rules and Regulations clarifying and further restricting the respective Member privileges contemplated within this Section 10.2.1.

10.2.2 The Owner is jointly and severally liable with the Tenant to the VCA for any amount required by the VCA to repair or to pay any claim for injury or damage to property caused by the negligence of Owner's Tenant, its Family, Guests, Invitees and agents.

10.3 Board Right of Approval. The Board shall have the authority to approve or disapprove all Leases and renewals or extensions thereof, which authority may be delegated to an Officer, a Committee, or an agent. No Person may occupy a Lot or Residence as a Tenant, Family member of a Tenant, Resident, or otherwise without prior approval of the Board. The Board shall have the authority to promulgate or use a uniform Lease application and require such other information from the proposed Tenant and all proposed Residents as the Board deems appropriate under the circumstances. The Board may require an interview of any proposed Tenant and all proposed Residents as a condition for approval.

10.4 Tenant Conduct; Remedies. All Leases shall be on a uniform form of Lease or Lease addendum if so promulgated by the Association. If the Association requires the use of a uniform form of Lease, the Owner may add an addendum to the Lease to further address the rights and responsibilities of the Owner and the Tenant(s). Uniform Leases, addenda and all other Leases will provide, or be deemed to provide, that the Tenants have read and agreed to be bound by the Governing Documents. The uniform Lease or addendum and other Leases shall further provide, or be deemed to provide, that any violation of the Governing Documents shall constitute a material breach of the Lease and subject the Tenant to termination of the Lease and/or eviction as well as any other remedy afforded by the Governing Documents or Florida law. If a Tenant, Resident, other Occupant, Guest or Invitee fails to abide by the Governing Documents, the Owner(s) shall be responsible for the conduct of the Tenants, Residents, Occupants, Guests or Invitees and shall be subject to all remedies set forth in the Governing Documents and Florida law, without waiver of any remedy available to the Association as to the Tenant. The Owner shall have the duty to bring his/her Tenant's conduct (and that of the other Residents, Occupants, Guests or Invitees) into compliance with the Governing Documents by whatever action is necessary, including without limitation the institution of eviction proceedings without notice to cure, where legally permissible.

If the Owner fails to bring the conduct of the Tenant into compliance with the Governing Documents in a manner deemed acceptable by the Association, or in other circumstances as may be determined by the Board, the Association shall have the authority to act as agent of the Owner to undertake whatever action is necessary to abate the Tenants' noncompliance with the Governing Documents (or the noncompliance of other Residents, Occupants, Guests or Invitees), including without limitation the right to terminate a Lease and/or institute an action for eviction against the Tenant in the name of the Association in its own right, or as agent of the Owner. The Association shall have the right to recover any costs or fees, including attorneys' fees, incurred in connection with such actions, from the Owner which shall be secured by a continuing lien in the same manner as Assessments for Common Expenses, to wit, secured by a Lien for Charges. Any uniform Lease or Lease addendum will provide, and all Leases will be deemed to provide, that the Association shall have the authority to direct that all rental income related to the Lot or Residence be paid to the Association until all past due and current obligations of the Association have been paid in full, including, but not limited to, all past due Assessments, Charges, other monetary obligations, late fees, interest, attorneys' fees and cost and expenses of collection.

10.5 Approval Process; Disapproval. Any Owner intending to Lease his/her Lot or Residence shall submit a copy of the proposed Lease, an application, and any other requested information and required fees at least thirty (30) days in advance of the commencement of the Lease or renewal or extension term. Upon receipt of all information and fees required by Association and an interview (if requested by the Board), the Association shall have the duty to approve or disapprove all proposed Leases within thirty (30) days of receipt of such information for approval and the completion of the Tenant/Resident interview (if required), by sending written notification to the Owner within such time frame. All requests for approval not acted upon within thirty (30) days shall be deemed approved. Applications for renewals or extensions of Lease agreements shall be submitted at least thirty (30) days in advance of the expiration of the Lease agreement. If the Association disapproves a proposed Lease or renewal or extension, the Owner shall receive a short statement indicating the reason for the disapproval, and the Lease shall not be made, renewed, or extended. The Association shall neither have a duty to provide an alternate Tenant nor shall it assume any responsibility for the denial of a Lease application if any denial is based upon any of the following factors:

10.5.1 The Person seeking approval (which shall hereinafter include all proposed Occupants or Residents) has been convicted of, pled no contest to, or has been released from incarceration, probation or community control for:

- (a) a capital, first or second degree felony involving violence to Persons within the past ten (10) years; or
- (b) a first or second degree felony involving illegal drugs within the past ten (10) years; or
- (c) any drug offence involving the manufacture and/or distribution of illegal drugs regardless of when that conviction, plea or release occurred; or
- (d) a felony involving sexual battery, sexual abuse, or lewd and lascivious behavior regardless of when that conviction, plea or release occurred;

10.5.2 The Person seeking approval has been labeled a sexual offender or a sexual predator by any governmental or quasi-governmental agency regardless of when that label occurred;

10.5.3 The Person seeking approval is currently on probation or community control for a felony involving violence to another or damage to or theft of property;

10.5.4 The application for approval on its face, facts discovered in connection with the Association's investigation, or the conduct of the applicant, indicate that the Person seeking approval intends to conduct himself in a manner inconsistent with the Governing Documents. By way of example, but not limitation, a Tenant taking possession of the premises prior to approval by the Association as provided for Herein shall constitute a presumption that the applicant's conduct is inconsistent with the Governing Documents and may constitute grounds for denial;

10.5.5 The Person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his/her conduct in other housing facilities or associations, or by his/her conduct in this Community as a Tenant, Resident, Occupant or Guest;

10.5.6 The Owner or Person seeking approval has failed to provide the information, fees or appearances required to process the application in a timely manner or has made material misstatements or withheld material information during the application process; or

10.5.7 All Assessments, fines and other Charges and monetary obligations against the Lot or Residence and/or Owner have not been paid in full.

10.6 Liability. The liability of the Owner under the Governing Documents shall continue notwithstanding the fact that he may have Leased or rented his/her interest in the Lot or Residence as provided Herein.

10.7 Association Fee. The Owner or Tenant seeking approval of a Lease of a Lot or Residence shall pay a transfer fee for each applicant in an amount determined by the Board.

10.8 Occupancy. No Residence may be occupied by any person other than the Owner and his/her Family, or the Owner's Designees. The term "Permitted Occupant" when used in this Master Declaration means and refers to the following person and his/her Family, provided that the Owner or other Permitted Occupant must reside with his/her Family: (i) an individual Owner; (ii) an officer, director, stockholder or employee of a corporate Owner; (iii) a partner in or employee of a partnership Owner; (iv) a fiduciary or beneficiary of an ownership in trust; or (v) occupants named or described in a Lease, if approved in accordance with this Master Declaration.

10.8.1 In no event shall occupancy of a Residence (except for temporary occupancy by Guests) exceed two (2) persons per bedroom and one (1) person per den (as defined by the Association for the purpose of excluding from such definition living rooms, dining rooms, family rooms, country kitchens and the like). The Board of Directors has the power to authorize occupancy of a Residence by persons in addition to those set forth above.

10.8.2 Unless otherwise determined by the Board, a person occupying a Residence for more than one (1) month is not a Guest but, rather, is a Tenant for the purpose of this Master Declaration (regardless of whether a Lease exists or rent is paid) and is subject to the provisions of this Master Declaration which apply to Leases and Tenants. The purpose of this Section 10.8 is to prohibit the circumvention of the provisions and intent of Article X and the Board will enforce, and the Owners will comply, with this Section 10.8 with due regard for this purpose.

ARTICLE XI

Enforcement; Litigation.

11.1 Compliance. Every Owner, Member, Guest, Tenant, and Owner's Designee (for the purposes of this Article XI, collectively referred to as "**Owner**") must comply with this Master Declaration, the Articles, the By-Laws, the Rules and Regulations, and other Development Documents.

11.2 Violations. An Owner's failure to comply with Section 11.1 is adequate grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof, all to the extent of the Owner's (hereafter "Defaulting Owner") liability under this Master Declaration and applicable Governmental Requirements. The VCA has the right to suspend the Defaulting Owner's rights to use Common Areas. The Defaulting Owner is responsible for all costs of enforcement, including attorneys' fees actually incurred before trial, at trial and on appeal, and court costs.

11.3 Fining and Suspensions.

Pursuant to the Act, the Board may, but is not obligated to, impose reasonable fines against and suspend Common Area use rights of any Member or any Members' Tenant, Guest, or Invitee for the failure of the Owner or its Occupant, Licensee or Invitee to comply with any provision of the Governing Documents. A fine may not exceed One Hundred Dollars (\$100.00) per violation. A fine may be levied for each day of a continuing violation, with a single notice and opportunity for hearing, except that the fine may not exceed Five Thousand Dollars (\$5,000.00) in the aggregate. Fines imposed in accordance with the Governing Documents and the Act shall become a Charge and continuing lien upon the Owner's Lot or Residence, secured by a Lien for Charges. No fine shall be imposed by the Board without at least fourteen (14) days' notice to the Person sought to be fined or suspended and an opportunity for a hearing before a Committee of at least three (3) members appointed by the Board who are not Officers, Directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an Officer, Director, or employee. If the Committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. The role of the Committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board. If the Board imposes a fine or suspension, the Association must provide written notice of such fine or suspension by mail or hand delivery to the Owner and, if applicable, to any Tenant, Licensee, or Invitee of the Owner. The Board may establish additional rules or procedures as it deems appropriate to govern the fining and suspension process and ensure compliance with the Act. If, at any time, the Act is amended to require a different procedure prior to the imposition of a fine or suspension, the Association shall operate as required by the Act.

ARTICLE XII

Damage or Destruction to Common Areas

Damage to or destruction of all or any portion of the Common Areas will be addressed in the following manner, notwithstanding any provisions in this Master Declaration to the contrary:

12.1 Reconstruction After Casualty. If any part of the Common Areas shall be damaged by casualty, a decision as to whether or not it shall be reconstructed or repaired shall be made by the Board of Directors of the Association. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction and repair, and if the Board of Directors has determined to proceed to reconstruct and repair, the Board may make a Special Assessment against each Member in order to obtain funds sufficient for the payment of such costs. Special Assessments shall be levied against each Member as provided in Article V of this Declaration and in Section 6.6 of the Amended and Restated Bylaws.

12.1.1 Plans and Specifications. Any reconstruction or repair of the Common Areas, and all improvements thereon, must be substantially in accordance with the original plans and specifications for the Common Areas, as set forth in the applicable plans and specifications, or if not, then according to plans and specifications approved by the Board of Directors, regardless of whether it is a Material Alteration or Substantial Addition as described in Section 4.11 of this Declaration and no vote of the Owners shall be required.

12.2 Owner Liability. Each Owner is liable to the VCA for any damage to the Common Areas which may be sustained by reason of the negligence or willful misconduct of an Owner, Owner's Designee, or their Family, Guests, Invitees, agents, Tenants and contractors. Notwithstanding the foregoing, the VCA reserves the right to charge that Owner an Assessment equal to the increase, if any, in the insurance premium directly attributable to that damage. In the case of joint ownership of a Lot or Residence, the liability of the Owners is joint and several. The cost of correcting the damage is an Individual Assessment against the Owner (or Owners jointly and severally) and may be collected as provided in Article V of this Declaration for the collection of Assessments.

ARTICLE XIII

Insurance and Hazard Losses

The Board, or its duly authorized agent, shall have the authority to and shall obtain blanket all-risk insurance, if reasonably available, for all insurable Improvements on the Common Areas. If blanket all-risk coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. Insurance, other than title insurance, that shall be carried on the Common Areas shall be governed by the following provisions:

13.1 Authority to Purchase; Named Insured. All insurance policies upon the Common Areas shall be purchased by the Association. The named insured shall be the Association. The Association has the authority to use its discretion in obtaining the coverage listed hereinafter, as some of the requirements may be or become unobtainable or may be cost prohibitive.

13.2 Coverage.

13.2.1 Fidelity Bonds. Blanket fidelity bonds must be maintained as provided by the Act unless waived as provided therein.

13.2.2 Hazard Insurance. All buildings and insurable Improvements on the Common Areas shall be insured for fire and extended coverage perils, excluding foundation and excavation costs at their maximum insurable replacement value and all personal property owned by the Association shall be insured for its full insurable value, less a reasonable deductible, all determined annually by the Board.

13.2.3 Flood Insurance. The Association may maintain a master or blanket policy of flood insurance for the Common Areas as determined by the Board.

13.2.4 Public Liability Insurance. The Association shall obtain public liability and property damage insurance covering all of the Common Areas and insuring the Association and the Members as their interests appear in such amounts and providing such coverage as the Board may determine from time to time. The liability insurance shall include, but not be limited to, hired and non-owned automobile coverage.

13.2.5 Workmen's Compensation Insurance. The Association shall obtain workmen's compensation insurance if necessary to meet the requirements of law.

13.2.6 Directors and Officers Liability Insurance. The Association shall obtain directors and officers liability insurance providing such coverage as the Board may determine from time to time.

13.2.7 Other Insurance. The Association may obtain such other insurance as the Board shall determine from time to time to be desirable.

13.2.8 Subrogation Waiver. If available, the Association shall obtain policies which provide that the insurer waives its right to subrogation as to any claim against Members, the Association and their respective servants, agents and Guests.

13.3 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association. The cost of insurance premiums and other incidental expenses incurred by the Association in administering and carrying out any of the provisions of this Article shall be assessed against and collected from Members as part of Assessments.

13.4 Association's Power to Compromise Claims. The Board is hereby irrevocably appointed agent for each Member and for each holder of a mortgage or other lien, for the purpose of compromising and settling all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon payment of claims.

13.5 Owners' Duties. Each Owner is responsible for obtaining and maintaining in effect all casualty, liability and other insurance with respect to the Owner's Lot and Residence as the Owner may from time to time reasonably determine necessary. The VCA shall not obtain any insurance on behalf of an Owner, nor shall the VCA insure the Lots or Residences in any manner.

13.5.1 Destruction of Improvements. The following provisions apply to damage or destruction to Improvements located on a Lot, including Residences:

(a) If any Improvement on a Lot is substantially damaged or destroyed, it is the obligation of the Owner to repair, restore or reconstruct the Improvement as soon after the casualty as may be practical. All repair, restoration and reconstruction requires Architectural Review.

(b) Notwithstanding damage to or destruction of the Improvements on a Lot, the Owner shall remain liable to the VCA for all Assessments in connection with his/her Lot. Liability shall continue unabated, even though the Lot is not fit for occupancy or habitation, and even though Improvements are not reconstructed. In addition to liability for Regular Assessment, the Lot and its Owner may be liable for Special and Individual Assessments in connection with the Lot, including those in accordance with Section 13.5.

(c) As soon as practical after damage or destruction, the Owner will remove all debris and portions of the Improvements that cannot be preserved for incorporation into the replacement structure.

The Owner must remove all dangerous conditions, as determined by the Board, immediately after the casualty occurs. The Owner must remove all other debris on the Lot no later than sixty (60) days after the casualty occurs.

(d) Within thirty (30) days of the date of the casualty, the Owner must notify the Board in writing of his/her intention to restore the Improvements. Failure to timely notify the Board is evidence of the Owner's intention not to restore the Improvements. Owner shall initiate Architectural Review within ninety (90) days of notification and shall commence restoration and reconstruction (the "work") within sixty (60) days after approval of his/her plans and specifications and perform the work diligently to completion.

(e) If an Owner elects not to restore the Improvements, within sixty (60) days the Owner will: (i) remove all portions of the Improvements remaining, except underground utility lines, which shall be secured; (ii) remove all parts of the Improvements then remaining, including the slab and foundation; and (iii) provide fill and install sod to give the appearance of a landscaped open space.

(f) If an Owner fails to comply with any of the provisions of this Section 13.5.1, the VCA may (but is not required to) perform any of these acts as are the responsibility of the Owner and the cost will be Charged against the Owner and his/her Lot as an Individual Assessment in accordance with Article V.

(1) Upon written application of an Owner, the Board may extend any of the time periods set forth in this Section 13.5.1 for good cause.

(2) The duties of the VCA Hereunder shall be performed by the Board.

ARTICLE XIV
Mortgagee Protection

14.1 The following provisions are included Herein for the purpose of complying with various requirements relating to mortgage loans for Lots and Residences. To the extent these provisions conflict with any other provisions of the Declaration, these provisions control. As used in Article XIV the word "Mortgagee" means the holder of an institutional first mortgage encumbering a Lot or Residence within The Properties.

14.2 The VCA will make available for inspection to all Owners, Mortgagees, and to insurers and guarantors of any first mortgage, upon request, during normal business hours or under other reasonable circumstances, current copies of: (1) this Master Declaration (with all Amendments and Supplemental Declarations); (2) the Articles; (3) the By-Laws; (4) the Rules and Regulations; and (5) the books and records of the VCA. Furthermore, those persons or entities are entitled, upon written request, to: (i) receive a copy of the VCA's financial statement for the immediately preceding fiscal year; (ii) receive notices of and attend the VCA meetings; (iii) receive notice from the VCA of an alleged default by an Owner in the performance of the Owner's obligations under this Master Declaration, the Articles of Incorporation, the By-Laws, Rules and Regulations, or other Development Document not cured within any applicable cure period; and (iv) receive notice of any substantial damage to the Common Areas.

14.3 A Mortgagee, and a holder, insurer or guarantor of a mortgage on a Lot or Residence has if requested in writing, the right to timely written notice of: (1) any condemnation or casualty loss affecting a material portion of the Common Areas; (2) a sixty (60) day delinquency in the payment of the Assessments on a mortgaged Lot or Residence; (3) the occurrence of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the VCA; and (4) any proposed action which requires the consent of a specified number of Mortgagees.

14.4 Unless at least two-thirds (2/3rds) of Mortgagees (based upon one vote for each mortgage owned), and the Owners holding at least two-thirds (2/3rds) of the votes entitled to be cast by them, have given prior written approval, neither the VCA nor the Owners will:

14.4.1 by act or omission seek to sell or transfer the Common Areas or any Improvement thereon except for: (1) granting easements for utilities or for other purposes consistent with the intended use of Common Areas; (2) the transfer of the Common Areas to another similar association including the Owners in accordance with this Master Declaration; or (3) the dedication of that property to the public;

14.4.2 change the method of determining Assessments or other Charges which may be levied against a Lot or Residence, except as provided Herein with respect to future Lots;

14.4.3 by act or omission waive or abandon the requirements of Articles VII, VIII or IX;

14.4.4 fail to maintain fire and extended insurance on insurable portions of the Common Areas; or

14.4.5 use hazard insurance proceeds for losses to any Common Areas for other than the repair, restoration, or reconstruction of those Improvements.

ARTICLE XV

Special Covenants

15.1 Preamble. In recognition of the fact that certain special types of platting or construction require special types of covenants to accurately reflect the maintenance and use of the affected Lots and Residences, the following provisions of this Article XV applies in those cases where the below-described types of Improvements are constructed within The Properties.

15.2 Zero Lot Line Maintenance Easement. When any Lot (the "Servient Lot") abuts another Lot (the "Dominant Lot") on which the exterior wall of a Residence has been or can be constructed against or immediately contiguous to the interior property (perimeter) line shared by the Dominant Lot and the Servient Lot, then the Owner of the Dominant Lot has an easement over the Servient Lot, which easement is of a width contiguous to the interior property line running from the front of the rear property line of the Servient Lot reasonably necessary for the following purposes:

15.2.1 for installation, maintenance, repair, replacement and the provision of utility services, equipment and fixtures to serve the Dominant Lot, including but not limited to, electricity, telephones, sewer, water, lighting, irrigation, drainage and Community Service Systems;

15.2.2 for support in and to all structural members, footings and foundations of the Residence or other Improvements necessary for support of the Residence or other Improvements on the Dominant Lot; nothing in this Declaration will be construed to require the Owner of the Servient Lot to erect, or permit the erection of additional columns, bearing walls or other structures on its Lot for the support of the Dominant Lot;

15.2.3 for entry upon, and for ingress and egress through the Servient Lot, with persons, materials and equipment, to the extent reasonably necessary in the performance of the maintenance, repair, replacement of the Residence or any Improvements on the Dominant Lot; and

15.2.4 for overhanging troughs or gutters, down-spouts and the discharge therefrom of rainwater and the subsequent flow thereof over the easement area and the Common Areas.

An Owner of a Servient Lot may do nothing on his/her Lot which unreasonably interferes with or impairs the use of this easement.

15.3 Party Walls. Each wall and fence, if any, built as part of the original construction of the Residences or Lots within The Properties and placed on the dividing line between the Lots or Residences and acting as a commonly shared wall or fence constitutes a party wall, and each Owner owns that portion of the wall and fence which stands on his/her own Lot, with a cross-easement of support in the other portion. If a wall or fence separating two (2) Residences or Lots, and extensions of a wall or fence, shall lie entirely within the boundaries of one Residence or Lot,

the wall or fence, together with its extensions, is also a party wall and the Owner of the adjacent Residence or Lot has a perpetual easement to benefit from the party wall as if subject to the foregoing sentence.

15.3.1 Easements are reserved in favor in all Residences or Lots over all other Residences or Lots and the Common Areas for overhangs or other encroachments resulting from original construction and reconstruction as aforesaid.

15.3.2 Anything to the contrary Herein notwithstanding, where adjacent Residences share only a portion of a wall (e.g., where a one-story Residence abuts a two-story Residence), only that portion of the wall actually shared by both Residences is a party wall. That portion of the wall lying above the one-story Residence and used exclusively as a wall for the second floor of the abutting two-story Residence is not a party wall, but will be maintained and repaired exclusively by the Owner of the two-story Residence even if lying in whole or in part on the abutting Lot on which the one-story Residence is constructed, and over the roof and other portions of the abutting one-story Residence to permit the upper portion of the wall of the two-story Residence to be maintained and repaired by the Owner of the Lot on which the two-story Residence is constructed.

15.3.3 The costs of reasonable repair and maintenance of a party wall shall be shared equally by the Owners who make use of the wall.

15.3.4 If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, but may not construct or extend it to any greater dimension than that existing prior to the fire or other casualty, without the prior written consent of the adjacent Lot Owner. The extension of a party wall used by only a two-story Residence abutting a one-story Residence will be promptly and diligently repaired or replaced by the Owner of the two-story Residence at his/her sole cost and expense, even if lying in whole or in part on the abutting Lot. No part of any addition to the dimensions of a party wall or of any extension thereof already built that may be made by any Owner, or by those claiming under any Owner, respectively, shall be placed upon the Lot of the other Owner, without the written consent of the latter first obtained, except in the case of the aforesaid wall of a two-story Residence. If the other Owner thereafter makes use of the party wall, he shall contribute to the cost of restoration thereof in proportion to his/her use, without prejudice, however, to the right of any Owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

15.3.5 Notwithstanding any other provision of Article XV, if any Owner, by his/her negligent or willful act, causes that part of the party wall not previously exposed to be exposed to the elements, that Owner will bear the entire cost of furnishing the necessary protection against the elements.

15.3.6 The right of any Owner to contribution from any other Owner under Article XV is appurtenant to the land and passes to that Owner's successors in title. Upon a conveyance or other transfer of title, the liability Hereunder of the prior Owner ceases.

15.3.7 In the event of any dispute arising concerning a party wall, or otherwise under the provisions of Article XV, they will be resolved as provided in Article XI.

15.4 Condominiums and Cooperatives. With respect to any portion of The Properties submitted to the condominium or cooperative form of ownership or other form of ownership involving mandatory membership in an association in addition to the VCA Hereunder, then the following special provision applies:

15.4.1 The condominium, cooperative, or any series thereof within an area specified in a Supplemental Declaration, constitutes a distinct Neighborhood.

15.5 Rental Apartments. In the event rental apartments are constructed on any portion of The Properties, then the following special provision applies:

15.5.1 The Owner of an apartment project is jointly and severally liable with its Tenants for any violations of this Master Declaration and any Development Document.

15.6 Commercial Property. In the event any portion of The Properties is developed for commercial uses, then the Supplemental Declaration submitting that portion to this Declaration will provide for the voting rights, Assessment obligations, use restrictions, Maintenance standards and architectural control requirements as the Declarant determined and declared in the Supplemental Declaration.

ARTICLE XVI
General Provisions

16.1 Duration. The covenants, conditions and restrictions of this Master Declaration run with and bind The Properties, inure to the benefit of and are enforceable by the VCA, the Board of Directors, and the Owner of any land subject to this Master Declaration, and their respective legal representatives, heirs, successors and assigns, for a term of ninety-nine (99) years from the date this Master Declaration is recorded, after which time the covenants and restrictions will be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of 75% of all the Lots and Residences within The Properties, and of 100% of the mortgagees thereof has been recorded, revoking this Master Declaration; provided, however, that no agreement to revoke this Master Declaration is unless made and recorded in advance of the effective date of revocation, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any signatures being obtained.

16.2 Notice. Any notice required to be given by the provisions of this Master Declaration is considered properly given when such notice has been provided in accordance with Section 3.3 of the Amended and Restated Bylaws, as amended from time to time, unless such additional notice is specifically required by the provisions of this Master Declaration or by Florida law.

16.3 Severability. Invalidation of any one of the covenants, conditions or restrictions or any Article, Section, or sub-section, (hereinafter "provision") or the application thereof in specific circumstances, by judgment or court order will not affect any other provision or its application in other circumstances, all of which remains in full force and effect.

16.4 Amendment. An amendment may be proposed by the President of the Association, the Directors, or by twenty-five percent (25%) of the Members. Proposals to amend the existing

Declaration shall contain the full text of the article to be amended. New words shall be underlined and words to be deleted shall be ~~lined through~~ with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS. SEE ARTICLE NUMBER ____ FOR PRESENT TEXT." The covenants, restrictions, easements, Charges and liens of this Master Declaration may be amended, changed, deleted or added to by the affirmative vote of at least 66 2/3% of Members present, in person or by proxy, and voting at a duly noticed membership meeting at which a quorum has been attained. No Amendment which affects the Surface Water Management System, the Deed of Conservation Easement, or any Conservation Area or Buffer Zone Area may be made without the approval of the South Florida Water Management District and other necessary Governmental Authority. An amendment shall be evidenced by a certificate of the Association that must include recording data identifying the Declaration and be executed in the form required for execution of a deed. An amendment of the Declaration is effective when properly recorded in the public records of Collier County. Whenever Chapter 720, Chapter 617 or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in the Governing Documents, the Board may operate the Association pursuant to the less stringent requirements without the need to change the Governing Documents. The Board, without a vote of the Members, may also adopt by majority vote, amendments to the Governing Documents as the Board deems necessary to comply with such operational changes as may be authorized by future amendments to Chapters 607, 617 and 720 of the Florida Statutes, or other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.

16.5 Conflict. This Master Declaration takes precedence over conflicting provisions in the Articles of Incorporation, By-Laws, Rules and Regulations, Neighborhood Declarations, and any other Development Document; and the Articles take precedence over the By-Laws, Rules and Regulations, Neighborhood Declarations, and any other Development Documents; and the By-Laws take precedence over the Rules and Regulations, Neighborhood Declarations, and any other Developments Documents.

16.6 Easements. If the intended creation of any easement provided for in this Master Declaration fails by reason of the fact that at the time of creation there is no grantee in existence having the capacity to take and hold the easement or no separate ownership of the dominant and servient estates, then the grant of easement is nevertheless considered granted directly to the VCA as agent for the intended grantees, or to be a "springing easement" for the purpose of allowing the original party or parties to whom, or the original party to which, the easements are originally intended to have been granted the benefit of the easement, and the Owners designate the VCA as their lawful attorney-in-fact to execute any instrument on the Owners' behalf as may hereafter be required or be necessary for the purpose of later creating the easement as it is intended to be created Herein. Formal language of grant or reservation with respect to those easements, as appropriate, is hereby incorporated in the easement provisions Hereof to the extent not recited in any provision.

16.7 Covenants Running With The Land. Anything to the contrary in this Master Declaration notwithstanding and without limiting the generality (and subject to the limitations) of

Section 16.1, it is the intent of all parties affected hereby (and their respective heirs, personal representatives, successors and assigns) that these covenants, conditions and restrictions run with the land and with title to all Lots, Residences and other parts of The Properties. If any provision of this Master Declaration prevents this Master Declaration from running with the land as aforesaid, that provision and or its application will be judicially modified, if at all possible, to achieve as close as possible the intent of that provision and be enforced in a manner which allows these covenants, conditions, and restrictions to run with the land; but if that provision cannot be modified, that provision and its application is unenforceable and null and void in order that the paramount intent of the parties that these covenants, conditions and restrictions run with the land is achieved.

16.8 Use of Name. All persons and entities are notified that the name "Vanderbilt Country Club" and any other names used by VCA in connection with The Properties are the sole property of VCA.

16.9 Gender. Whenever the masculine or singular form of a pronoun is used in this Declaration, it shall be construed to mean the masculine, feminine or neuter; singular or plural, as the context requires.

ARTICLE XVII DISCLAIMERS

17.1 DISCLAIMER CONCERNING VCA.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BY-LAWS, ANY RULES OR REGULATIONS OF THE VCA, OR ANY OTHER DEVELOPMENT DOCUMENT GOVERNING, BINDING ON, OR ADMINISTERED BY THE VCA (COLLECTIVELY, THE "ASSOCIATION DOCUMENTS"), THE VCA IS NOT LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER THE COMMON AREAS, OF ANY PORTION OF THE PROPERTIES, INCLUDING, WITHOUT LIMITATION, OWNERS AND THEIR FAMILIES, GUESTS, INVITEES, OWNERS' DESIGNEES, TENANTS, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS, OR FOR ANY PROPERTY OF ANY OF THOSE PERSONS, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

17.1.1 IT IS THE EXPRESS INTENT OF THE VCA DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE VCA AND WHICH GOVERN OR REGULATE THE USES OF THE PROPERTIES HAVE BEEN WRITTEN, ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE PROPERTIES AND THE VALUE THEREOF;

17.1.2 THE VCA IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR GUARANTIES COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA,

THE COUNTY OR ANY OTHER JURISDICTION FOR THE PREVENTION OF TORTUOUS ACTIVITIES; AND

17.1.3 ANY PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY AND WELFARE WILL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE VCA TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S) OR ENTITIES.

17.1.4 AS USED IN THIS ARTICLE EIGHTEEN, "VCA" INCLUDES WITHIN ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE MEMBERS, BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS.

17.2 ERRANT GOLF BALLS. EACH PERSON OWNING, OCCUPYING, USING OR ENTERING ON THE COMMON AREAS OR A LOT OR RESIDENCE NEAR OR ADJACENT TO THE GOLF COURSE IS HEREBY NOTIFIED THAT THERE IS A POSSIBILITY THAT ERRANT AND MISDIRECTED GOLF SHOTS MAY RESULT IN INJURY OR DAMAGE TO PERSONS OR PROPERTY. NEITHER THE VCA, NOR ANY DIRECTOR, OFFICER, EMPLOYEE OR AGENT THEREOF IS LIABLE FOR ANY INJURY OR DAMAGE INCLUDING, WITHOUT LIMITATION, AS TO THE DESIGN OF THE GOLF COURSE, THE COMMON AREAS OR ANY LOT OR RESIDENCE ADJACENT OR NEARBY THE GOLF COURSE, OR AS TO ANY MAINTENANCE OF ANY OF THE FOREGOING. ACCORDINGLY, EACH PERSON OWNING, OCCUPYING, USING OR ENTERING UPON A LOT, RESIDENCE, THE COMMON AREAS OR THE PROPERTIES ADJACENT TO OR NEAR THE GOLF COURSE, ASSUMES THE RISK OF INJURY OR DAMAGE FROM ERRANT GOLF BALLS.