

**AMENDED AND RESTATED DEL WEBB NAPLES
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

Instrument prepared by and after recording return to:

Steven M. Falk, Esq.
Roetzel & Andress, LPA
850 Park Shore Drive, 3rd Floor
Naples, FL 34103
(239) 649-6200

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AMENDED AND RESTATED DEL WEBB NAPLES

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDED AND RESTATED DEL WEBB NAPLES DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Del Webb Naples Declaration") is made by PULTE HOME CORPORATION, a Michigan corporation authorized to do business in the State of Florida ("Del Webb Naples Developer").

STATEMENT OF BACKGROUND INFORMATION

A. The original Declaration of Covenants, Conditions and Restrictions for Del Webb at Ave Maria was recorded in Official Records Book 4112, at Page 417, et. seq., of the Public Records of Collier County, Florida ("Original Declaration"). The Original Declaration, as it has previously been amended, is hereby further amended in part and restated in its entirety.

B. Del Webb Naples Developer intends to establish a flexible plan for the development and improvement of the Del Webb Naples Initial Property and any additions thereto and to establish a method for the administration, maintenance and use of such properties.

C. Del Webb Naples Developer intends to develop the Del Webb Naples Initial Property and any additions thereto as a residential community to be known as "Del Webb Naples" (formerly known as "Del Webb at Ave Maria").

D. This Del Webb Naples Declaration has been designed to protect property values, enhance amenities and opportunities within the Del Webb Naples Initial Property and any additions thereto and to contribute to the health, safety and welfare of the property owners and residents of such property.

STATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS

Del Webb Naples Developer declares that the Del Webb Naples Initial Property and any additional property which has or is hereafter subjected to this Del Webb Naples Declaration by Del Webb Naples Supplemental Declaration (as defined herein) shall be held, transferred, sold, and conveyed subject to the following covenants, conditions, restrictions, easements, reservations, assessments, closings, liens, charges and other provisions set forth in this Del Webb Naples Declaration, all of which shall run with such property, be binding on all parties having any right, title, or interest in any part of such property, their heirs, successors and assigns, and inure to the benefit of each owner thereof.

ARTICLE I

General Plan of Development

The Del Webb Naples Developer currently intends to develop a planned unit development to be known as Del Webb Naples, which will contain various residential housing, recreational and social amenities, roads, landscaped areas, signage, conservation area and a Surface Water Management System. Del Webb Naples will be developed in phases and in accordance with Resolution No. 05-235 (also known as Development Order No. 05-01) adopted by the Board of County Commissioners of Collier

County, Florida, as amended and supplemented from time to time (the "DRI Ordinance"). When completed, Del Webb Naples is anticipated to have 4131 homes, provided however, the Del Webb Naples Developer makes no representation or warranty regarding the timing of or guarantees the construction of future additions to the Del Webb Naples Initial Property or the number of Units which will ultimately be subjected to this Del Webb Naples Declaration. The Del Webb Naples Developer reserves the right to seek approval from applicable zoning and regulatory authorities to increase the maximum number of homes that may be constructed in Del Webb Naples.

Del Webb Naples is subject to this Del Webb Naples Declaration. In addition, Del Webb Naples may be grouped into a series of Del Webb Naples Neighborhoods comprising one (1) or more types of Units in which Del Webb Naples Owners may have common interests not common to all Del Webb Naples Owners, such as a common theme, entry features, Del Webb Naples Neighborhood Common Areas or amenities not available for use by all Del Webb Naples Owners. The Del Webb Naples Neighborhoods may, but need not be required to be governed by a separate set of covenants, conditions and restrictions and a Del Webb Naples Neighborhood Association.

This Del Webb Naples Declaration is designed to establish and create a general plan and common scheme for the improvement and maintenance of Del Webb Naples. To protect property values and to contribute to the health, safety and welfare of the Del Webb Naples Owners and their guests and invitees, the Del Webb Naples Developer has declared that the Del Webb Naples Initial Property and other properties located within Del Webb Naples later subjected to this Del Webb Naples Declaration shall be held, sold, conveyed, encumbered, leased, occupied and improved subject to the covenants, conditions, restrictions, easements, encumbrances, rights and other matters set forth in this Del Webb Naples Declaration and the other documents governing all or any portion of Del Webb Naples. Recognizing that flexibility is required in order to respond to economic, technological, environmental or social changes, the Del Webb Naples Developer reserves the unilateral right to alter the general plan and common scheme of development to the maximum extent permitted by the applicable zoning and regulatory authorities. The Del Webb Naples Governing Documents shall be liberally construed in a manner that grants and permits Del Webb Naples Developer and the Del Webb Naples Community Association maximum authority and flexibility in addressing a multitude of issues that may or may not be foreseen at the inception of the Del Webb Naples Community Association.

Each Del Webb Naples Owner in Del Webb Naples takes title subject to, and agrees to comply with the Master Association Documents as amended from time to time. Each Del Webb Naples Owner becomes a Member of the Master Association and that membership is appurtenant to and inseparable from ownership. Pursuant to the Master Association Declaration, including without limitation, Articles XII and XIII thereof, the Master Association shall not have jurisdiction and management over the internal operations, maintenance, and appearance of Del Webb Naples. However, the second paragraph of Article XIII of the Master Association Declaration prohibits any Del Webb Naples Owner whose Parcel is located within two hundred (200) feet of Ave Maria Boulevard from doing any of the following in a manner that detracts from the appearance of Ave Maria or interferes with the rights of other Owners to use and enjoy their property without unreasonable annoyance: (i) alter or neglect to maintain his Unit; (ii) create or permit to be created a nuisance; (iii) install or permit to be installed lighting or signage.

Del Webb Naples is located within the "Pulte Component" of Ave Maria (as that term is defined in Article I, Section 2(a)(i) of the Master Association Declaration). Accordingly the Del Webb Naples Owners will be: Members of the Master Association; obligated to pay Assessments levied by the Master Association, Amenity Fees and any other charges required under the Master Association Documents, but shall not be obligated to pay any Commercial/Town Center/Ave Maria University Component Assessments or Developer's Residential Component Assessments; entitled to use and enjoy the Master

Association Common Area (including the Amenities, but subject to payment of Amenity Fees) for their intended purpose; and subject to the Master Association Documents. The Owners in the Pulte Component shall collectively be obligated to pay seventy percent (70%) of the Shared Costs. Del Webb Naples Owners should refer to the Master Association Documents for a complete description of the obligations of Del Webb Naples Owners' obligations thereunder.

ARTICLE II

Definitions

The terms used in the "Del Webb Naples Governing Documents", and in particular, this Del Webb Naples Declaration, shall have the definitions set forth in Chapter 720, Florida Statutes (2005) ("Act"), unless otherwise defined below (it being the intent hereof that future amendments to the Act not be retroactively applied to impair substantive rights of the Del Webb Naples Developer as set forth herein). "Del Webb Naples Governing Documents" shall mean and refer to this Del Webb Naples Declaration, the Del Webb Naples Articles of Incorporation, Del Webb Naples Bylaws, any Del Webb Naples Supplement, Del Webb Naples Rules and Regulations, Del Webb Naples Architectural Standards, resolutions and any other Exhibits to this Del Webb Naples Declaration, and the Del Webb Naples Phase II Declaration, all as amended from time to time. All other capitalized terms in this Del Webb Naples Declaration shall have the meaning set forth in the Master Association Documents, with particular emphasis on Articles I and II of the Declaration of Covenants, Conditions and Restrictions for Ave Maria recorded in O.R. Book 4040 at Page 1714 of the Public Records of Collier County, Florida ("Master Association Declaration").

Section 1. "Board of Supervisors" shall mean and refer to the governing board and body of the Ave Maria Stewardship Community District ("District") and is that body referred to in the Ave Maria Stewardship Community District Special Act, Chapter 2004-461, Laws of Florida (2004).

Section 2. "Club Facilities" shall mean and refer to the clubhouse and other social and recreational facilities, and other real property, buildings and other improvements relating to the social and recreational facilities and social/recreational activities, and any substitutions, replacements or additions thereto.

Section 3. "Community-Wide Standard" shall mean and refer to the standard of conduct, maintenance or other activity generally prevailing throughout Del Webb Naples. Such standard may be more specifically determined by the Del Webb Naples Board of Directors and shall be enforceable as part of the Del Webb Naples Rules and Regulations.

Section 4. "County" shall mean and refer 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.

Section 5. "Del Webb Naples" shall mean and refer to the name of this development which is legally described in Exhibits "A-1" and "A" attached hereto, and in Exhibit "A" to the Declaration of Covenants, Conditions and Restrictions for BelleraWalk recorded in O.R. Book 4112 at Page 305 et. seq., Public Records of Collier County, Florida (said restrictive covenant to be renamed by amendment and referred to therein and in this Del Webb Naples Declaration as the "Del Webb Naples Phase II Declaration"). The real property subject to the Del Webb Naples Phase II Declaration shall be referred to

herein as “Del Webb Naples Phase II”. The term “Del Webb Naples” shall be deemed to include the term “Del Webb Naples Phase II” except where the context clearly requires otherwise.

Section 6. “Del Webb Naples Architectural Standards” shall mean and refer to the architectural, design and construction standards and review procedures, if any, adopted pursuant to Article XIII, as they may be amended from time to time.

Section 7. “Del Webb Naples Articles of Incorporation” or “Del Webb Naples Articles” shall mean and refer to the Amended and Restated Articles of Incorporation of Del Webb Naples Community Association, Inc., as filed with the Secretary of State of Florida, as the same may be amended from time to time, and as attached hereto as Exhibit “B”.

Section 8. “Del Webb Naples Assessments” shall mean and refer to the sums levied from time to time against Del Webb Naples Owners by the Del Webb Naples Community Association for the purposes set forth in the Del Webb Naples Declaration and the Del Webb Naples Phase II Declaration. The specific types of Del Webb Naples Assessments are described in Article XI of this Del Webb Naples Declaration.

Section 9. “Del Webb Naples Board of Directors” shall mean and refer to the Board of Directors of the Del Webb Naples Community Association. “Golf Directors” shall be those members of the Del Webb Naples Board of Directors who own a Parcel to which a golf membership is appurtenant. “Social Directors” shall be those members of the Del Webb Naples Board of Directors who own a Parcel that does not have an appurtenant golf membership.

Section 10. “Del Webb Naples Bylaws” shall mean and refer to the Amended and Restated Bylaws of the Del Webb Naples Community Association, as the same may be amended from time to time, as attached hereto as Exhibit “C”.

Section 11. “Del Webb Naples Community Association” shall mean and refer to Del Webb Naples Community Association, Inc., a Florida not-for-profit corporation, its successors or assigns.

Section 12. “Del Webb Naples Community Association Base Assessment” shall mean and refer to assessments levied in accordance with Article XI, Section 2 of this Del Webb Naples Declaration. The Del Webb Naples Community Association Base Assessment shall be for all Del Webb Naples Community Association Common Expenses other than those applicable to Del Webb Naples Neighborhood Assessments, Del Webb Naples Community Association Special Assessments and Del Webb Naples Community Association User Assessments.

Section 13. “Del Webb Naples Community Association Common Area” shall mean and refer to all real and personal property, including easements, which the Del Webb Naples Community Association now or hereafter owns, leases, is obligated to maintain, or otherwise holds possessory or use rights in for the common use of the Del Webb Naples Community Association or the Del Webb Naples Members, whether arising by conveyance, dedications on a plat, easement, license, lease, covenant or otherwise. The Del Webb Naples Community Association Common Area includes, without limitation, the Club Facilities and Golf Facilities. The Del Webb Naples Community Association Common Areas are not Amenities of the Master Association.

Section 14. “Del Webb Naples Community Association Special Assessment” shall mean and refer to assessments levied in accordance with Article XI, Section 4 of this Del Webb Naples Declaration.

Section 15. "Del Webb Naples Community Association User Assessment" shall mean and refer to assessments levied in accordance with Article XI, Section 5 of this Del Webb Naples Declaration.

Section 16. "Del Webb Naples Community Systems" shall mean and refer to any and all cable television, telecommunications, intranet, internet, electronic alarm/monitoring or other lines, conduits, wires, amplifiers, towers, antennae equipment, materials, installations and fixtures (including those based on, containing or serving future technological advances not now in general use) installed by the Del Webb Naples Developer or pursuant to a grant of easement or authority by the Del Webb Naples Developer within Del Webb Naples and serving more than one (1) Parcel.

Section 17. "Del Webb Naples Developer" shall mean and refer to Pulte Home Corporation, a Michigan corporation authorized to do business in the State of Florida or its successors, successors-in-title or assigns who take title to any portion of the property described on Exhibit "A" for the purpose of development and sale and are designated as the Del Webb Naples Developer hereunder in a recorded instrument executed by the immediately preceding Del Webb Naples Developer. Whenever the terms "affiliate" or "affiliates" of Del Webb Naples Developer are used in the Del Webb Naples Declaration, they shall be deemed to include, without limitation, DiVosta Homes, L.P.

Section 18. "Del Webb Naples Initial Property" shall mean and refer to the real property legally described in Exhibit "A-1" attached hereto and incorporated herein.

Section 19. "Del Webb Naples Member" shall mean and refer to a Person entitled to membership in the Del Webb Naples Community Association, as provided herein.

Section 20. "Del Webb Naples Neighborhood" shall mean and refer to a particular area located within Del Webb Naples which is designated by the Del Webb Naples Developer as a Del Webb Naples Neighborhood by Del Webb Naples Neighborhood Documents or by Del Webb Naples Supplemental Declaration. By way of illustration and not of limitation, a condominium, villa development, attached home, zero lot line or single-family detached housing development may each constitute a separate Del Webb Naples Neighborhood. A Del Webb Naples Neighborhood shall be considered a "Neighborhood" as defined in the Master Association Declaration.

Section 21. "Del Webb Naples Neighborhood Assessments" shall mean and refer to assessments levied in accordance with Article XI, Section 3 of this Del Webb Naples Declaration.

Section 22. "Del Webb Naples Neighborhood Association" shall mean and refer to any not-for-profit corporation established for a Del Webb Naples Neighborhood in accordance with Del Webb Naples Neighborhood Documents and may include without limitation a homeowners' association created pursuant to the Act or a condominium association created pursuant to Chapter 718, Florida Statutes. A "Del Webb Naples Neighborhood Association" shall be considered a "Neighborhood Association" as defined in the Master Association Declaration.

Section 23. "Del Webb Naples Neighborhood Committee" shall mean a group of three (3) to five (5) people elected by the Del Webb Naples Owners within a Del Webb Naples Neighborhood that does not have a Del Webb Naples Neighborhood Association in accordance with the Del Webb Naples Bylaws. If there is a Del Webb Naples Neighborhood Association within a Del Webb Naples Neighborhood, the board of directors of that Neighborhood Association will serve as a Del Webb Naples Neighborhood Committee. A Del Webb Naples Neighborhood Committee shall be considered a "Neighborhood Committee" as defined in the Master Association Declaration.

Section 24. "Del Webb Naples Neighborhood Documents" shall mean and refer to any and all documents, instruments and agreements established by or consented to by the Del Webb Naples Developer or its assigns creating and governing any Del Webb Naples Neighborhood, including without limitation, a declaration, articles of incorporation and by-laws of a Del Webb Naples Neighborhood Association and any rules and guidelines established thereunder. Del Webb Naples Neighborhood Documents shall be considered "Neighborhood Documents" as defined in the Master Association Declaration.

Section 25. "Del Webb Naples Owner" shall mean and refer to one (1) or more Persons who hold the record title to any Parcel which is part of Del Webb Naples, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Parcel is sold under a recorded contract of sale (agreement for deed) and the contract specifically so provides, then the purchaser (rather than the fee owner) will be considered the Del Webb Naples Owner. A Del Webb Naples Owner shall also be considered a Pulte Component Owner and a Residential Owner as defined in the Master Association Declaration.

Section 26. "Del Webb Naples Rules and Regulations" shall mean and refer to the rules and regulations adopted by the Del Webb Naples Board of Directors, as the same may be amended from time to time. The Del Webb Naples Rules and Regulations shall specifically include, but not be limited to the Del Webb Naples Rules and Regulations regulating the use of the Club Facilities.

Section 27. "Del Webb Naples Supplemental Declaration" or "Del Webb Naples Supplement" shall mean an amendment or supplement to this Del Webb Naples Declaration executed by or consented to by Del Webb Naples Developer which subjects additional property to this Del Webb Naples Declaration and/or imposes, expressly or by reference, additional restrictions and obligations on the land described therein. The term shall also refer to the instrument recorded by the Del Webb Naples Community Association pursuant to Article IX, Section 2, of this Del Webb Naples Declaration to subject additional property to this Del Webb Naples Declaration.

Section 28. "Del Webb Naples Turnover Date" shall mean the date upon which control of a majority of the seats on the Del Webb Naples Board of Directors is transferred to the Class "A" Del Webb Naples Members as described in Article IV, Section 3 hereof. "Del Webb Naples Turnover" shall mean and refer to the process by which the Del Webb Naples Developer transfers control of the Del Webb Naples Board of Directors to the Class "A" Del Webb Naples Members other than the Del Webb Naples Developer and transfers physical possession or control of those records set forth in Section 720.307 of the Act. "Del Webb Naples Turnover Meeting" shall mean the meeting of the Class "A" Del Webb Naples Members on the Del Webb Naples Turnover Date at which the Del Webb Naples Turnover is completed.

Section 29. "Exclusive Del Webb Naples Community Association Common Area" shall mean and refer to certain portions of the Del Webb Naples Community Association Common Area which are for the exclusive use and benefit of one (1) or more, but less than all, of the Parcels. All costs associated with maintenance, repair, replacement and insurance of Exclusive Del Webb Naples Community Association Common Areas shall be assessed against the Del Webb Naples Owners and their Parcels which are benefited thereby as a Del Webb Naples Neighborhood Assessment. By way of illustration and not obligation or limitation, Exclusive Del Webb Naples Community Association Common Areas may include entry features for a particular Del Webb Naples Neighborhood or Del Webb Naples Neighborhoods and be supported exclusively by Del Webb Naples Neighborhood Assessments. Initially, any Exclusive Del Webb Naples Community Association Common Areas shall be designated as such and

the exclusive use thereof shall be assigned by Del Webb Naples Supplemental Declaration or in the deed or Plat conveying or dedicating the Del Webb Naples Community Association Common Area to the Del Webb Naples Community Association. A portion of the Del Webb Naples Community Association Common Area may be assigned as Exclusive Del Webb Naples Community Association Common Area of a particular Del Webb Naples Neighborhood or Del Webb Naples Neighborhoods and Exclusive Del Webb Naples Community Association Common Area may be redesignated as Del Webb Naples Community Association Common Area by the Del Webb Naples Community Association with the prior approval of a majority of the Del Webb Naples Members within the applicable Del Webb Naples Neighborhood(s).

Section 30. "Golf Facilities" shall mean and refer to the golf course, maintenance facility and other real property, buildings and other improvements relating to the golf course or golfing activities or operations and any substitutions, replacements or additions thereto.

Section 31. "Master Developer" shall mean and refer to Ave Maria Development, LLLP, or any other Person who succeeds to some or all of Master Developer's rights and obligations, as more particularly described in Article II, Section 19 of the Master Association Declaration.

Section 32. "Mortgage" shall mean and refer to a mortgage, a deed of trust, a deed to secure debt, or any other form of security deed held by a Mortgagee.

Section 33. "Mortgagee" shall mean and refer to any holder of a mortgage against any real property subjected to this Declaration, which mortgagee is a bank, savings and loan association, public finance company, mortgage company, insurance company, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration, or any agency of the United States of America, or any other senior lender. The term also refers to any holder of a mortgage against any real property subjected to this Declaration which mortgage is guaranteed or insured by the Federal Housing Administration, the Veterans Administration, any agency of the United States of America, or by any other public or private corporation engaged in the business of guaranteeing or insuring residential mortgage loans, and their successors and assigns.

Section 34. "Mortgagor" shall mean and refer to any Person who grants a Mortgage.

Section 35. "Neighborhood Services" shall mean and refer to services provided to Parcels within a Del Webb Naples Neighborhood by the Del Webb Naples Community Association in accordance with a Del Webb Naples Supplemental Declaration.

Section 36. "Parcel" shall mean and refer to any platted or unplatted lot, tract, condominium unit, or other discrete area of real property within Del Webb Naples which is capable of separate conveyance and has been subjected to this Del Webb Naples Declaration, but shall exclude Master Association Common Area, Del Webb Naples Community Association Common Area and Del Webb Naples Neighborhood Common Area and all property dedicated or deeded to the County, District, SFWMD or any other governmental authority, taxing district, or a public utility, including, without limitation, roads, environmental buffers, landscape buffers, preservation and conservation areas and lakes. Each multi-family parcel or tract of land which has not been platted as single family lots, may be assigned a number of Parcels by Del Webb Naples Developer, provided upon re-platting or creation of a condominium, the number of Parcels assigned to such real property shall be the number of actual Parcels described on the Plat or in the documents creating the Condominium. Wherever herein the term "Parcel" is used in the Del Webb Naples Declarations, it shall be interpreted as if followed by the words "and Unit constructed thereon" except where the context clearly requires otherwise.

Section 37. "Person" means a natural person, a corporation, partnership, limited liability company, trust or any other legal entity.

Section 38. "Unit" shall mean and refer to the individual residential structure constructed on a Parcel, or an individual condominium unit; provided, however, that no portion of any Del Webb Naples Community Systems, even if installed in a Unit, shall be deemed to be part of a Unit.

ARTICLE III

Property Rights

Except for the distinctions in use rights and assessment obligations made between Golf Members and Social Members, every Del Webb Naples Owner shall have a non-exclusive right and easement of enjoyment in and to the Del Webb Naples Community Association Common Area for its intended purpose, subject to the Del Webb Naples Governing Documents and to any restrictions or limitations contained in any deed conveying such property to the Del Webb Naples Community Association. Provided however, that every Del Webb Naples Owner's right to use the Del Webb Naples Community Association Common Area is subject to the obligation to pay Del Webb Naples Assessments and such other use fees and charges established by the Del Webb Naples Board of Directors from time to time and to such Del Webb Naples Owner's compliance with the Del Webb Naples Governing Documents. A Del Webb Naples Owner's right to use the Del Webb Naples Community Association Common Area may be restricted or suspended for failure to pay amounts owing to the Del Webb Naples Community Association, and misconduct or failure to abide by the Del Webb Naples Governing Documents; provided however, every Del Webb Naples Owner's right to ingress and egress to his or her Unit shall remain unrestricted. A Del Webb Naples Owner's rights to use the Del Webb Naples Community Association Common Area, may, subject to the terms and conditions of the Del Webb Naples Governing Documents, be delegated to persons lawfully residing in the Del Webb Naples Owner's Unit. A Del Webb Naples Owner's rights to use any or all of the Del Webb Naples Community Association Common Areas may be delegated to a tenant subject to compliance with the Del Webb Naples Governing Documents. The Del Webb Naples Governing Documents may include, without limitation, restrictions on the number of tenants and guests a Del Webb Naples Owner may use any or all of the Del Webb Naples Community Association Common Areas at any one (1) time or during any fiscal year and a requirement that guests who are not in residence in the Del Webb Naples Owner's Unit be accompanied by the Del Webb Naples Owner during the period they are using the Del Webb Naples Community Association Common Areas. To prevent overtaxing the Del Webb Naples Community Association Common Area, the Del Webb Naples Board of Directors shall have the authority to adopt Del Webb Naples Rules and Regulations that provide that a Del Webb Naples Owner shall relinquish his right to use the Del Webb Naples Community Association Common Area when he has delegated his use rights thereto to a tenant or other occupant of his Unit (except that the Del Webb Naples Owner shall have the ability to inspect his Unit). The Del Webb Naples Board of Directors shall also have the authority to adopt Del Webb Naples Rules and Regulations that permit a Del Webb Naples Owner not to delegate his use rights to some or all of the Del Webb Naples Community Association Common Areas, on the condition that the tenant or other occupant of his Unit acknowledges that he shall not have simultaneous use of those same Del Webb Naples Community Association Common Areas. For example, said Del Webb Naples Rules and Regulations could provide that a Del Webb Naples Owner may decide not to delegate use rights to any Del Webb Naples Community Association Common Areas to the tenant; or the Del Webb Naples Owner may decide not to delegate use rights to the Golf Facilities, but delegate to the tenant use rights to the Club Facilities, with the tenant acknowledging the extent of such delegation. The decisions of the Del Webb Naples Owner and tenant as to which use rights have or have not been delegated shall be made in

writing to the Del Webb Naples Community Association, in accordance with such forms as the Del Webb Naples Board of Directors may determine from time to time.

All Del Webb Naples Owners shall have an easement and right to use the Club Facilities as "Social Members". Social membership is a condition and appurtenance to membership in the Del Webb Naples Community Association. A "Social Member" is a Del Webb Naples Owner that has automatically obtained such appurtenant easement and use rights to the Club Facilities by acquiring title to a Parcel. The easement provided for herein with respect to the Club Facilities shall be appurtenant to and shall pass with ownership of a Parcel, but shall not be deemed to grant any ownership interest in the Del Webb Naples Community Association Common Area. A social membership that is appurtenant to a Parcel may not be mortgaged, assigned, conveyed or encumbered separately from the Parcel.

A "Golf Member" is a Del Webb Naples Owner that owns a Parcel with an appurtenant golf membership. All Golf Members shall also be Social Members.

A "Charter Golf Member" is a Del Webb Naples Owner that acquired title to a Parcel with an appurtenant golf membership no later than November 30, 2010, but shall not include a subsequent Del Webb Naples Owner of such Parcel. Such Del Webb Naples Owner shall no longer remain a Charter Golf Member upon conveyance of the appurtenant Parcel, unless the Charter Golf Member assigns the golf membership to another Parcel owned by such Charter Golf Member.

A Del Webb Naples Owner who acquires title to a Parcel with an appurtenant golf membership subsequent to the recordation of this Del Webb Naples Declaration in the Public Records of Collier County, Florida shall be considered a Golf Member. Del Webb Naples Developer shall have the option to charge an initiation fee to such initial purchaser of a Parcel with an appurtenant golf membership. A subsequent Del Webb Naples Owner of such Parcel (i.e., one who does not acquire title to the Parcel from Del Webb Naples Developer) shall not be obligated to pay an initiation fee. A Golf Member shall possess an easement and right to use the Golf Facilities which is appurtenant to and shall pass with title to the Parcel and shall be obligated to pay Del Webb Naples Capital Improvement Golf Assessments and such other fees as provided in the Del Webb Naples Rules and Regulations. A golf membership shall not be deemed to convey any ownership interest in the Golf Facilities. Except as otherwise provided in this Article III, a golf membership that is appurtenant to a Parcel may not be mortgaged, assigned, conveyed or encumbered separately from the Parcel.

A Del Webb Naples Owner that owns a Parcel in Del Webb Naples Phase II as of the date of the recordation of this Del Webb Naples Declaration in the Public Records of Collier County, Florida may acquire an appurtenant golf membership. Del Webb Naples Developer shall have the option to charge an initiation fee to such initial purchaser of the golf membership. Such Golf Member shall possess an easement and right to use the Golf Facilities which is appurtenant to and shall pass with title to the Parcel and shall be obligated to pay Del Webb Naples Golf Assessments and such other fees as provided in the Del Webb Naples Rules and Regulations. A golf membership shall not be deemed to convey any ownership interest in the Golf Facilities. Except as otherwise provided in this Article III, a golf membership that is appurtenant to a Parcel may not be mortgaged, assigned, conveyed or encumbered separately from the Parcel. A subsequent Del Webb Naples Owner of such Parcel (i.e., one who does not acquire title to the Parcel from Del Webb Naples Developer) shall not be obligated to pay an initiation fee.

A Del Webb Naples Owner who acquires title to a Parcel without an appurtenant golf membership subsequent to the recordation of this Del Webb Naples Declaration in the Public Records of

Collier County, Florida shall not be considered a Golf Member. However, such Del Webb Naples Owner may elect to play golf based upon the daily posted rate, subject to availability.

A Del Webb Naples Owner (but not one who owns a Parcel in Del Webb Naples Phase II) as of the time this Del Webb Naples Declaration is recorded in the Public Records of Collier County, Florida, shall continue to possess the existing easement and right to use the Golf Facilities which is appurtenant to and shall pass with title to the Parcel and shall be considered a Golf Member. However, such Del Webb Naples Owner may execute an instrument which is recorded in the Public Records of Collier County, Florida relinquishing such appurtenant easement, use rights and golf membership. The relinquishment of the appurtenant easement, use rights and golf membership shall not prevent that Del Webb Naples Owner from subsequently obtaining an appurtenant golf membership as provided in the Del Webb Naples Rules and Regulations. Only those Del Webb Naples Owners (but not those who own a Parcel in Del Webb Naples Phase II) as of the time this Del Webb Naples Declaration is recorded in the Public Records of Collier County, Florida, may relinquish an appurtenant golf membership without assigning such golf membership to another Parcel. A relinquishment of an appurtenant golf membership must occur no later than November 30, 2010. A golf membership that is relinquished shall automatically revert to Del Webb Naples Developer.

A Del Webb Naples Owner that acquires title to a Parcel with an appurtenant golf membership, whether before or after the recordation of this Del Webb Naples Declaration in the Public Records of Collier County, Florida, shall have the right to assign such golf membership to another Parcel in Del Webb Naples for valuable consideration. The assignment is subject to compliance with procedures imposed by the Del Webb Naples Community Association, including, without limitation, the requirement that: (i) the assignor pay a fee in the amount of Five Thousand Dollars (\$5,000.00) to the Del Webb Naples Community Association; (ii) the assignment receive the prior written approval of the Del Webb Naples Board of Directors (which approval authority may be delegated to an employee or agent of Del Webb Naples Community Association); and (iii) an instrument be recorded in the Public Records of Collier County, Florida evidencing such assignment, containing the names of the record title owners and the legal descriptions of the Parcels owned by the assignor and the assignee, which instrument shall be executed by assignor, assignee and the Del Webb Naples Community Association. However, the Five Thousand Dollar (\$5,000.00) assignment fee shall not be required if a Del Webb Naples Owner assigns his or her golf membership to another Parcel in Del Webb Naples that is owned by such Del Webb Naples Owner (or his or her spouse, or trust), but such assignment shall comply with requirements of (ii) and (iii) above. Subsequent to the Turnover Date, the Golf Directors shall have authority to approve assignments and to delegate such approval authority to an employee or agent of Del Webb Naples Community Association.

Del Webb Naples Developer is the owner of all golf memberships, other than those conveyed to Del Webb Naples Owners in connection with the conveyance of Parcel. Other than Del Webb Naples Developer, no Person may own a golf membership without simultaneously being the record title owner of a Parcel in Del Webb Naples. The preceding sentence shall not apply to those who are granted temporary memberships in accordance with Article X, Sections 3 and 4 herein.

The maximum number of golf memberships that shall be issued is 600 based upon the existing 18 hole golf course. Del Webb Naples Developer reserves the right in its sole discretion (but not the obligation) to expand the existing golf course beyond 18 holes. If Del Webb Naples Developer expands the golf course, it shall have the discretion to increase the maximum number of golf memberships, but in no event shall the maximum number of golf memberships exceed 1200 (the number of golf memberships excludes temporary memberships granted to those who are not Golf Members and those who play on a "pay for play", "reciprocal" or non-Del Webb Member basis).

The easement and right to use the Club Facilities and the Golf Members (depending upon the type of membership) shall extend to the members of the Del Webb Naples Owner's "immediate family". "Immediate family", for purposes of determining such easement and use rights, shall be defined to include and be limited to the Del Webb Naples Owner of a Parcel, his or her spouse (if any) residing within the Unit, and any children under the age of 21 years old who reside with the Del Webb Naples Owner in the Unit, or in the case of child who is a college or university student, who resides in the Unit as part of the "immediate family" on a full time basis during times when the child is not attending classes in the college or university. If a Del Webb Naples Owner is an entity or more than one (1) individual (other than husband and wife), the Del Webb Naples Board of Directors may restrict access to the Club Facilities and the Golf Facilities (as the case may be) to one (1) immediate family or two (2) individuals residing in the Unit as a single housekeeping unit (and their children under the age of 21 years old who reside with the Del Webb Naples Owner in the Unit, or in the case of a child who is a college or university student, who resides in the Unit as part of the "immediate family" on a full time basis during times when the child is not attending classes in the college or university), as designated by the directors, partners, managing members, or trustees of a Del Webb Naples Owner that is an entity, or by the multiple individuals who are Del Webb Naples Owner(s). The ability of Del Webb Naples Owners to change the designees shall be restricted by the Del Webb Naples Board of Directors, but in no event shall the Del Webb Naples Board of Directors permit more than 4 re-designations per calendar year. Upon any change in the designees the Del Webb Naples Community Association may impose a re-designation fee in an amount determined by the Del Webb Naples Board of Directors from time to time, up to a maximum of ten percent (10%) of the total annual Del Webb Naples Assessments for that Parcel for the year of change. A re-designation fee shall be deemed a Del Webb Naples Community Association User Assessment in accordance with Article XI, Section 5 herein.

The Del Webb Naples Board of Directors shall have the right, in its sole discretion, to permit non-residents to use the Del Webb Naples Community Association Common Area, including the Golf Facilities and the Club Facilities, on terms and conditions determined solely by the Del Webb Naples Board of Directors. The Del Webb Naples Board of Directors shall also have the right, in its sole discretion, to establish "reciprocal" privileges with other clubs, on terms and conditions determined solely by the Del Webb Naples Board of Directors.

Golf Members shall have priority for tee times, and shall pay cart fees (but not greens fees), and may be granted other benefits, all in accordance with the Del Webb Naples Rules and Regulations. Del Webb Naples Owners who are Social Members only shall have the option of using the Golf Facilities (subject to availability), but they shall not have priority for tee times and shall pay greens and cart fees that differ from those paid by Golf Members, all subject to the Del Webb Naples Rules and Regulations. The Del Webb Naples Board of Directors shall have the authority to adopt Del Webb Naples Rules and Regulations, in accordance with Article X, Section 2 below, to regulate the use rights of Golf Members and Social Members and the amount of greens and cart fees that may be charged from time to time.

The order of priority in granting "tee times" shall be as follows: (a) to Golf Members; then (b) to Social Members; and then (c) if applicable, to those who are not Del Webb Naples Members.

ARTICLE IV

Membership and Voting Rights

Section 1. Membership. Every Del Webb Naples Owner, other than the Del Webb Naples Developer, shall be deemed to have a Class "A" Del Webb Naples Membership in the Del Webb Naples

Community Association, as provided in Section 2 below. No Del Webb Naples Owner, whether one (1) or other Persons, shall have more than one (1) Del Webb Naples Membership per Parcel owned. Votes of the Class "A" Del Webb Naples Members shall be cast by the "Neighborhood Voting Representatives", or, with respect to voting relating to the Golf Facilities, the "Golf Member Voting Representatives" (as defined and in the manner set forth in Section 2.2 of the Del Webb Naples Bylaws).

Section 2. Voting. The Del Webb Naples Community Association shall have two (2) classes of membership, Class "A" and Class "B" as follows:

(a) Class "A". Class "A" Del Webb Naples Members shall be all Del Webb Naples Owners of fee title to Parcels other than the Del Webb Naples Developer. Class "A" Del Webb Naples Members shall be entitled to one (1) vote for each Parcel in which they hold fee title.

(b) Class "B". The Class "B" Member shall be the Del Webb Naples Developer. The Class "B" Member shall be entitled to the number of votes equal to the total number of votes for the Class "A" Del Webb Naples Members, plus one (1) vote. The Class "B" Member shall also be entitled to appoint the entire Del Webb Naples Board of Directors prior to the Del Webb Naples Turnover Date. On the Del Webb Naples Turnover Date, the Class "B" Del Webb Naples Membership shall terminate and be converted to a Class "A" Del Webb Naples Membership.

(c) Voting Groups. The Del Webb Naples Developer may designate "Voting Groups" consisting of one (1) or more Neighborhood Voting Representatives or may limit voting to only Golf Member Voting Representatives when the Del Webb Naples Developer determines that it is in the best interests of the Del Webb Naples Community Association not to have a community-wide vote, including, but not limited to, electing directors to the Del Webb Naples Board of Directors or voting on amendments to the Del Webb Naples Governing Documents.

Section 3. Del Webb Naples Turnover Date. The Del Webb Naples Turnover Date shall occur and the Del Webb Naples Turnover Meeting shall be held within ninety (90) days of the occurrence of the earliest of the following events:

- (a) The Del Webb Naples Developer conveys ninety percent (90%) of the Parcels that may be ultimately conveyed by the Del Webb Naples Developer in Del Webb Naples; or
- (b) December 31, 2025; or
- (c) Such earlier date as determined in the sole discretion of the Del Webb Naples Developer.

If the Del Webb Naples Developer or Del Webb Naples Community Association annexes and subjects real property that is not described in Exhibit "A" attached hereto to this Del Webb Naples Declaration or obtains approval from zoning and regulatory authorities to increase the maximum number of Parcels that may be conveyed, the date set forth in (a) above shall be extended.

ARTICLE V

Maintenance

Section 1. Del Webb Naples Community Association's Responsibility. The Del Webb Naples Community Association shall operate, maintain and keep in good repair the Del Webb Naples Community Association Common Area, the maintenance of which will be funded as hereinafter

provided. Operation of the Del Webb Naples Community Association Common Area shall include, without limitation, payment of all utilities, taxes and assessments with respect to the Del Webb Naples Community Association Common Area. This operation and maintenance may include, but need not be limited to, maintenance, repair, replacement, and monitoring of (but only if such items are not otherwise within the maintenance, repair, replacement and monitoring responsibility of the Master Association or the District) all lakes, ponds and other bodies of water within Del Webb Naples which also serve as part of the drainage system for Del Webb Naples; all wetlands within Del Webb Naples, whether Del Webb Naples Community Association Common Area or not; all conservation and preservation areas and easements within Del Webb Naples; all other landscape buffers, conservation buffers and easements, and preservation buffers; all requirements arising out of protected species and/or vegetation management plans approved as a condition of permit issuance by any municipal, county, state, or federal agency or required by the DRI Ordinance, as such plans, permits, or DRI Ordinance may from time to time be amended, and all permit conditions of the SFWMD, as set forth in SFWMD Permit, and all successor agencies relating to consumptive use and/or surface water management, and all permit conditions legally imposed by the County or other governmental or quasi-governmental agencies or authorities having jurisdiction; and all structures, and improvements, amenities, including all roads, signage, clubhouses, entry features, perimeter walls, streets, drives, sidewalks, bike paths, street lighting fixtures, and landscaping situated upon the Del Webb Naples Community Association Common Area (except as otherwise specifically provided in Section 2 below).

Except for the different assessments to be paid by the Golf Members and Social Members with respect to the Golf Facilities and Club Facilities, as described in this Del Webb Naples Declaration, all costs associated with the operation, maintenance, repair, replacement and monitoring of the Del Webb Naples Community Association Common Area, including all monitoring, administrative, and implementation expense required and resulting from a condition of any and all development permits including, but not limited to, maintenance of all conservation and preserve tracts and easements, compliance with all development permit conditions, compliance with all animal and vegetation management plans approved pursuant to development permit approvals, and compliance with all SFWMD and United States Army Corps of Engineers, or County requirements, or those of any successor agencies, shall, unless related to Exclusive Del Webb Naples Community Association Common Area or Neighborhood Services, be an expense to be allocated among all Parcels as part of the Del Webb Naples Community Association Base Assessment.

The Del Webb Naples Community Association may elect to maintain additional property as provided in any maintenance agreement entered into by the Del Webb Naples Community Association. The Del Webb Naples Community Association may maintain other property which it does not own, including, without limitation, property dedicated to the public, if the Del Webb Naples Board of Directors determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard. The costs of such maintenance shall be allocated among all Parcels as part of the Del Webb Naples Community Association Base Assessment.

Section 2. Responsibility of Del Webb Naples Neighborhood Association. Each Del Webb Naples Neighborhood Association shall have the responsibility for maintaining all real and personal property now or hereafter controlled by the Del Webb Naples Neighborhood Association, in accordance with the Community-Wide Standard.

Section 3. Del Webb Naples Owner's Responsibility. Unless otherwise provided in a Del Webb Naples Supplemental Declaration, this Section 3 shall govern a Del Webb Naples Owner's maintenance responsibilities. Each Del Webb Naples Owner shall maintain his or her Parcel, including all structures, parking areas, landscaping and other improvements thereon except as otherwise maintained by the Del

Webb Naples Community Association as a Neighborhood Service in accordance with a Del Webb Naples Supplemental Declaration, or by a Del Webb Naples Neighborhood Association, in accordance with the Community-Wide Standards. Del Webb Naples Owners of Parcels which are adjacent to any portion of the Del Webb Naples Community Association Common Area on which walls have been constructed shall maintain that portion of the Del Webb Naples Community Association Common Area which lies between the wall and the Parcel boundary. Del Webb Naples Owners of Parcels fronting on any roadway within Del Webb Naples shall maintain driveways serving their respective Parcels and shall maintain landscaping on that portion of the Del Webb Naples Community Association Common Area, if any, or right-of-way between the Parcel boundary and the nearest street curbs, provided the Del Webb Naples Owner shall not install or remove trees, shrubs or landscaping material other than installation and replacement of sod within such area without the prior written approval of the ARC. Del Webb Naples Owners of Parcels fronting on the water's edge or upon landscaping buffer fronting the water's edge of any lake or other body of water within Del Webb Naples shall maintain and irrigate all landscaping between the Parcel boundary and such water's edge; provided, the Del Webb Naples Owners shall have no right to install trees, shrubs or similar vegetation in this area. No trees, shrubs or landscaping shall be installed or replaced in any open area adjacent to the golf course except for any trees, shrubs or landscaping as Del Webb Naples Developer originally installed.

Each Del Webb Naples Owner shall be liable for the expenses of any maintenance, repair or replacement of Del Webb Naples Community Association Common Area, other Units and Parcels, and personal property of others made necessary by his act or negligence, or by that of any member of his family or his guests, employees, agents, or tenants. Each Del Webb Naples Owner has a duty to maintain his Parcel, Unit and personal property therein, in such a manner as to prevent foreseeable and reasonably preventable damage to Del Webb Naples Community Association Common Area, other Units and Parcels, and personal property of others. If any condition, defect or malfunction, resulting from the Del Webb Naples Owner's failure to perform this duty causes damage to other Parcels, Units, the Del Webb Naples Community Association Common Area or property within other Units, that Del Webb Naples Owner shall be liable to the person or entity responsible for repairing the damaged property for all costs of repair or replacement not paid by insurance.

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

Section 4. Landscape and Other Maintenance. The Del Webb Naples Board of Directors may adopt Community-Wide Standards regarding landscape maintenance standards, street lighting and the exterior appearance of all Parcels and Units. Landscape and irrigation maintenance standards may include, but is not limited to, frequency or watering, trimming, etc. and quantity and frequency of application of fertilizers and pesticides, quantity and time of day of irrigation, but such landscape and irrigation maintenance standards shall not be less stringent than those of the Master Association. The Del Webb Naples Community Association and/or a Del Webb Naples Neighborhood Association may, but shall not be required to provide, landscape and/or lawn maintenance services to Parcels. Such services which are provided on a mandatory basis in accordance with a Del Webb Naples Supplemental Declaration shall be assessed as a Del Webb Naples Neighborhood Assessment. Such services which are

provided on a voluntary contract basis, shall be charged to the Parcels being maintained as a Del Webb Naples Community Association User Assessment.

All maintenance required by Article V Sections 2, 3 and 4 shall be performed in a manner consistent with the Community-Wide Standard. If any Del Webb Naples Neighborhood Association or Del Webb Naples Owner fails to perform the maintenance responsibilities in accordance with the Community-Wide Standard, the Del Webb Naples Community Association may perform it and assess all costs incurred by the Del Webb Naples Community Association against the Parcel and the Del Webb Naples Owner thereof as a Del Webb Naples Community Association User Assessment, plus an administrative surcharge of not more than 10% of the costs incurred by the Del Webb Naples Community Association for its remedial action, together with any attorney's fees and costs of collection. Prior to entry, the Del Webb Naples Community Association shall afford the Del Webb Naples Neighborhood Association or the Del Webb Naples Owner, as the case may be, a minimum of ten (10) days prior written notice and an opportunity to remedy a condition inconsistent with the Community-Wide Standard, except when entry and repair is required due to an emergency.

Section 5. Cooperation with Del Webb Naples Neighborhood Associations. The Del Webb Naples Board of Directors shall have the power to assist a Del Webb Naples Neighborhood Association in the performance of its duties and obligations under the Del Webb Naples Neighborhood Documents and cooperate with the Del Webb Naples Neighborhood Association so that the Del Webb Naples Neighborhood Association and the Del Webb Naples Community Association can more efficiently and economically provide all required services to the Del Webb Naples Owners. It is contemplated that from time to time the Del Webb Naples Neighborhood Association or the Del Webb Naples Community Association may use the services of each other in the furtherance of its goals and obligations and that they may contract with each other to better provide for such cooperation. Del Webb Naples Neighborhood Documents may impose higher standards of maintenance and conduct than the Del Webb Naples Governing Documents and the Community-Wide Standards. Del Webb Naples Neighborhood Documents may not impose less stringent standards on maintenance and conduct than those imposed by or in accordance with the Del Webb Naples Governing Documents and Community-Wide Standards. In the event standards set forth in the Del Webb Naples Governing Documents and Community-Wide Standards conflict with Del Webb Naples Neighborhood Documents or standards of conduct or maintenance set by a Del Webb Naples Neighborhood Association, the Del Webb Naples Governing Documents and Community-Wide Standards shall control. The Del Webb Naples Community Association shall also have the authority to veto action taken or contemplated to be taken by any Del Webb Naples Neighborhood Association which the Del Webb Naples Board of Directors reasonably determines to be adverse to the interests of the Del Webb Naples Community Association or its Del Webb Naples Owners, or inconsistent with Community-Wide Standards. The Del Webb Naples Community Association also shall have the power to require specific action to be taken by any Del Webb Naples Neighborhood Association in connection with its obligations and responsibilities, such as requiring specific maintenance or repairs or aesthetic changes to be effectuated and requiring that a proposed budget include certain items and expenditures be made therefor. In no event, however, shall the Del Webb Naples Community Association exercise its "veto power" as set forth above, in a manner which interferes with or restricts the ability of the Del Webb Naples Developer to effectuate its development and construction plan for a particular Del Webb Naples Neighborhood.

ARTICLE VI

Insurance and Casualty Losses

Section 1. Insurance. The Del Webb Naples Board of Directors, or its duly authorized agent shall have the authority to and shall obtain blanket all-risk casualty insurance, if reasonably available, for all insurable improvements on the Del Webb Naples Community Association Common Area. If blanket all-risk coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. This insurance shall be in an amount sufficient to cover one hundred percent (100%) of the replacement cost of any repair or reconstruction of improvements in the event of damage or destruction from any insured hazard, subject to the provision of a deductible as determined by the Del Webb Naples Board of Directors in its business judgment and availability of insurance according to market conditions.

The Del Webb Naples Board of Directors shall also obtain a public liability policy covering the Del Webb Naples Community Association Common Areas for the benefit of the Del Webb Naples Community Association for damage or injury caused by the possible negligence of the Del Webb Naples Community Association or any of its Del Webb Naples Members or agents. The public liability policy shall have a combined single limit in an amount to be determined by the Del Webb Naples Board of Directors from time to time.

All insurance coverage obtained by the Del Webb Naples Board of Directors shall be written in the name of the Del Webb Naples Community Association as trustee for the respective benefited parties, as further identified in subsection (b) below. Insurance and all proceeds thereof shall be governed by the provisions hereinafter set forth:

- (a) All policies shall be written with a company authorized to do business in Florida.
- (b) All policies on the Del Webb Naples Community Association Common Area shall belong to the Del Webb Naples Community Association and be for the benefit of the Del Webb Naples Community Association and its Del Webb Naples Members, as their interests may appear.
- (c) Exclusive authority to adjust losses under policies obtained by the Del Webb Naples Community Association on Del Webb Naples shall be vested in the Del Webb Naples Board of Directors.
- (d) In no event shall the insurance coverage obtained and maintained by the Del Webb Naples Community Association hereunder be contributed with insurance purchased by individual Del Webb Naples Owners, occupants, Mortgagees, Del Webb Naples Neighborhood Associations, or the Del Webb Naples Developer.
- (e) The Del Webb Naples Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:
 - (i) a waiver of subrogation by the insurer as to any claims against the Del Webb Naples Community Association's directors, officers, and agents, Del Webb Naples Owners, and the Del Webb Naples Developer;
 - (ii) a waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;

(iii) a statement that no policy may be cancelled, invalidated, suspended, or subject to non-renewal based on any one (1) or more individual Del Webb Naples Members;

(iv) a statement that no policy may be cancelled, invalidated, suspended, or subject to non-renewal based on the conduct of any director, officer, or employee of the Del Webb Naples Community Association or its duly authorized manager without prior demand in writing delivered to the Del Webb Naples Community Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Del Webb Naples Community Association, its manager, any Member, or Mortgagee;

(v) that any "other insurance" clause in any policy exclude individual Del Webb Naples Members' policies from consideration; and

(vi) that the Del Webb Naples Community Association will be given at least thirty (30) days' prior written notice of any cancellation, substantial modification or non-renewal.

In addition to the other insurance required by this Section, the Del Webb Naples Board of Directors shall obtain workers compensation insurance if and to the extent required by law, directors' and officers' liability coverage, a fidelity bond or bonds on directors, officers, employees, and other Persons handling or responsible for the Del Webb Naples Community Association's funds, flood insurance on Del Webb Naples Community Association Common Area, if required, and liquor and operating liability. Fidelity bonds shall require at least thirty (30) days' prior written notice to the Del Webb Naples Community Association of any cancellation, substantial modification, or non-renewal.

Section 2. Individual Insurance. By virtue of becoming a Del Webb Naples Owner, each Del Webb Naples Owner covenants and agrees with all other Del Webb Naples Owners and with the Del Webb Naples Community Association that each Del Webb Naples Owner, except to the extent carried by a Del Webb Naples Neighborhood Association, shall carry blanket all-risk casualty insurance on his or her Unit meeting the same requirements as set forth in Section 1 of this Article for insurance on the Del Webb Naples Community Association Common Area, shall carry public liability insurance with limits and coverage as may be adopted by the Del Webb Naples Board of Directors as provided from time to time, and shall carry flood zone insurance if the property is in a flood zone if the same would be required by a Mortgagee. Each Del Webb Naples Owner further covenants and agrees that in the event of a partial loss or damage (damage other than total destruction as defined below) resulting in less than total destruction of the Unit, the Del Webb Naples Owner shall remove all debris within ninety (90) days and complete repair or reconstruction of the damaged Unit within eighteen (18) months in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article XIII of this Del Webb Naples Declaration. The Del Webb Naples Owner shall pay any costs of repair or reconstruction, which are not covered by insurance proceeds. Total destruction shall mean the structure must be completely cleared (other than foundation improvements) prior to reconstruction. In the event that the structure is totally destroyed, the Del Webb Naples Owner may decide not to rebuild or to reconstruct, in which case the Del Webb Naples Owner shall clear the Parcel of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction, sod, landscape and irrigate the Parcel and thereafter the Del Webb Naples Owner shall continue to maintain the same in a neat and attractive condition consistent with the Community-Wide Standard.

Section 3. Damage and Destruction.

(a) Immediately after damage or destruction by fire or other casualty to all or any part of the Del Webb Naples Community Association Common Area covered by insurance written in the name of the Del Webb Naples Community Association, the Del Webb Naples Board of Directors or as duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Del Webb Naples Community Association Common Area. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Del Webb Naples Community Association Common Area to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes, other governmental requirements or as otherwise determined to be appropriate by the Del Webb Naples Board of Directors.

(b) Any damage or destruction to the Del Webb Naples Community Association Common Area shall be repaired or reconstructed by the Del Webb Naples Community Association, unless (i) if Del Webb Naples Community Association Common Area other than the Golf Facilities, the Neighborhood Voting Representatives representing 75% of all Del Webb Naples Members; or (ii) if Golf Facilities, 75% of the Golf Voting Representatives; or (iii) if Del Webb Naples Neighborhood Common Area, the Del Webb Naples Neighborhood Association's board of directors, shall decide within 60 days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Del Webb Naples Community Association within said period, then the period shall be extended until such funds or information shall be made available. No holder of any lien relative to Del Webb Naples or any Parcel shall have the right to participate in the determination of whether the damage or destruction to the Del Webb Naples Community Association Common Area or Del Webb Naples Neighborhood Common Area shall be repaired or reconstructed.

Section 4. Disbursement of Proceeds. The proceeds of insurance shall be disbursed in payment of such repairs or reconstruction. Any proceeds remaining after defraying such costs of repair or reconstruction to the Del Webb Naples Community Association Common Area, shall be retained by and for the benefit of the Del Webb Naples Community Association and placed in a segregated capital improvements fund (but if such proceeds relate to the Golf Facilities, they shall be placed in a segregated capital improvements fund for the Golf Facilities). This is a covenant for the benefit of any Mortgagee of a Parcel and may be enforced by such Mortgagee.

Section 5. Insufficient Proceeds. If the insurance proceeds are not sufficient to defray the cost of repair or reconstruction, the Del Webb Naples Board of Directors shall, without the necessity of a vote of the Del Webb Naples Members, levy a Del Webb Naples Community Association Special Assessment on the same basis as provided for Del Webb Naples Community Association Base Assessments, except that if the repair or reconstruction is to the Golf Facilities, then the Del Webb Naples Community Association Special Assessment shall be levied solely against the Golf Members. Additional Del Webb Naples Community Association Special Assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

ARTICLE VII

No Partition

Except as is permitted in this Del Webb Naples Declaration or any amendments hereto, there shall be no judicial partition of the Del Webb Naples Community Association Common Area, nor shall any Person acquiring any interest in Del Webb Naples or any part thereof seek any judicial partition unless Del Webb Naples have been removed from the provisions of this Del Webb Naples Declaration. This Article shall not be construed to prohibit the Del Webb Naples Developer from re-platting property subject to this Del Webb Naples Declaration or the Del Webb Naples Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not currently be subject to this Del Webb Naples Declaration.

ARTICLE VIII

Condemnation

Whenever all or any part of the Del Webb Naples Community Association Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Del Webb Naples Board of Directors) by any authority having the power of condemnation or eminent domain, each Del Webb Naples Member shall be entitled to notice thereof. The award made for such taking shall be payable to the Del Webb Naples Community Association as trustee for all Del Webb Naples Members to be disbursed as follows: If the taking involves a portion of the Del Webb Naples Community Association Common Area on which improvements have been constructed, the Del Webb Naples Community Association shall restore or replace such improvements so taken on the remaining land included in the Del Webb Naples Community Association Common Area to the extent lands are available therefore in accordance with plans approved by the Del Webb Naples Board of Directors. Upon reconstruction or replacement of such improvements, the above provisions in Article VI regarding the disbursement of funds with respect to casualty damage or destruction which is to be repaired shall apply.

If the taking does not involve any improvements on the Del Webb Naples Community Association Common Area, or if there are net funds remaining after any restoration or replacement is completed, then such award or net funds shall be placed in a segregated capital improvements fund (or in a segregated capital improvements fund for the Golf Facilities, if the taking relates to the Golf Facilities). This is a covenant for the benefit of any Mortgagee of a Parcel and may be enforced by such Mortgagee.

ARTICLE IX

Annexation and Removal

Section 1. Annexation Without Approval of Del Webb Naples Membership. Del Webb Naples Developer shall have the unilateral right, privilege, and option, from time to time at any time until all property described in Exhibit "A" has been subjected to this Del Webb Naples Declaration to subject to the provisions of this Del Webb Naples Declaration and the jurisdiction of the Del Webb Naples Community Association all or any portion of the real property described in Exhibit "A" attached hereto which is not described in Exhibit "A-1". Prior to the Del Webb Naples Turnover Date, Del Webb Naples Developer shall also have the right to annex and subject real property to this Del Webb Naples

Declaration that is not described in Exhibit "A", including, without limitation, the real property described as Exhibit "A" to the Declaration of Covenants, Conditions and Restrictions for BelleraWalk Naples recorded in O.R. Book 4112 at Page 305 et. seq., Public Records of Collier County, Florida, as amended from time to time. Pursuant to an amendment to the restrictive covenant referenced in the preceding sentence, the community now known as "BelleraWalk Naples" will be renamed "Del Webb Naples Phase II" and shall be operated and maintained by the Del Webb Naples Community Association. Del Webb Naples Phase II shall remain subject to the Declaration of Covenants, Conditions and Restrictions recorded in O.R. Book 4112 at Page 305 et. seq., Public Records of Collier County, Florida, as amended from time to time and shall also be subjected to this Del Webb Naples Declaration. Such annexation shall be accomplished by filing in the Public Records of Collier County, Florida, a Del Webb Naples Supplemental Declaration annexing such property. Such Del Webb Naples Supplemental Declaration shall not require the consent of the Del Webb Naples Members. Any such annexation shall be effective upon the filing of record of such Del Webb Naples Supplemental Declaration unless otherwise provided therein. Del Webb Naples Developer shall have the unilateral right to transfer, in whole or in part to any other Person the said right, privilege, and option to annex additional property which is herein reserved to Del Webb Naples Developer, provided that such transferee or assignee shall be the successor Del Webb Naples Developer of at least a portion of the real property described in Exhibit "A" to the Del Webb Naples Declarations and that such transfer is memorialized in a written, recorded instrument executed by the Del Webb Naples Developer. Nothing herein shall obligate the Del Webb Naples Developer to add any or all of the additional property described on Exhibit "A" to the provisions of this Del Webb Naples Declaration provided, however, that in the event that the Del Webb Naples Developer does not submit any additional portion of the real property described in Exhibit "A" to this Del Webb Naples Declaration, Del Webb Naples Developer reserves the right, on behalf of its successors and assigns, to grant the owners of residential units in the real property described in Exhibit "A" which is not submitted to this Del Webb Naples Declaration, the right to use the Del Webb Naples Community Association Common Area in the same manner as the Del Webb Naples Members. Such use shall be conditional upon said owners paying to the Del Webb Naples Community Association their pro-rata share of the expenses of operating and maintaining the Del Webb Naples Community Association Common Area, including the Club Facilities. However, use rights to the Golf Facilities shall be in accordance with the Rules and Regulations applicable to non-Del Webb Naples Members.

Section 2. Annexation With Approval of Del Webb Naples Membership. The Del Webb Naples Community Association may annex real property other than that described on Exhibit "A" to the provisions of this Del Webb Naples Declaration and the jurisdiction of the Del Webb Naples Community Association subject to the consent of Neighborhood Voting Representatives representing a majority of the votes eligible to be cast by the Class "A" Del Webb Naples Members.

Annexation shall be accomplished by filing of record in the Public Records of Collier County, Florida, a Del Webb Naples Supplemental Declaration describing the property being annexed. Any such Del Webb Naples Supplemental Declaration shall be signed by the President or Vice President of the Del Webb Naples Community Association, and by the owner of the property being annexed, and any such annexation shall be effective upon filing unless otherwise provided therein.

Section 3. Acquisition of Additional Real Property. Del Webb Naples Developer may convey to the Del Webb Naples Community Association additional real estate, improved or unimproved, located within or adjacent to Del Webb Naples, which upon conveyance or dedication to the Del Webb Naples Community Association shall be accepted by the Del Webb Naples Community Association and thereafter shall be maintained by the Del Webb Naples Community Association at its expense for the

benefit of all Del Webb Naples Owners. Subsequent to the Del Webb Naples Turnover Date, the addition of Del Webb Naples Community Association Common Area other than that which is located within or contiguous to the property described in Exhibit "A" shall be subject to the approval of the Neighborhood Voting Representatives representing a majority of the votes eligible to be cast by the Class "A" Del Webb Naples Members.

Section 4. Assignment of Property. Del Webb Naples Developer shall have the right to collaterally assign all of its interest in Del Webb Naples to any Mortgagee holding a Mortgage encumbering any property located within Del Webb Naples.

Section 5. Removal of Property. Del Webb Naples Developer reserves the right to amend this Del Webb Naples Declaration from time to time prior to the Del Webb Naples Turnover Date, in its sole discretion, without the prior notice or consent of any Person to remove any portions of the Property then owned by the Del Webb Naples Developer (or any affiliate of Del Webb Naples Developer) or by the Del Webb Naples Community Association from the provisions of this Del Webb Naples Declaration if and to the extent such property was originally subjected to this Del Webb Naples Declaration in error or if Del Webb Naples Developer changes the development plan for Del Webb Naples, provided however, that Del Webb Naples Developer, concurrently with such removal, shall grant and/or confirm such easements as are necessary or requisite relative to the reasonable maintenance and/or construction of those Parcels theretofore conveyed by Del Webb Naples Developer.

ARTICLE X

Rights and Obligations of the Del Webb Naples Community Association

Section 1. Maintenance and Indemnity. Notwithstanding the fact that Del Webb Naples Developer may initially retain ownership of the Del Webb Naples Community Association Common Area, the Del Webb Naples Community Association shall, pursuant to this Del Webb Naples Declaration, be responsible for the management, maintenance and operation of the Del Webb Naples Community Association Common Area. The Del Webb Naples Community Association will indemnify, defend and hold harmless Del Webb Naples Developer and its successors and assigns, and their affiliates, partners, employees and agents against and in respect of, and reimburse the same on demand for, any and all claims, demands, losses, costs, expenses, settlements, obligations, liabilities, damages, recoveries and deficiencies, including, but not limited to, interest, penalties, attorneys and paralegals' fees and disbursements (even if incident of any appeals), the Del Webb Naples Developer or its successors or assigns, and their partners, affiliates, officers, stockholders, directors, members, employees, or agents incur or suffer which arise, result from or relate to the ownership, operation or management of the Del Webb Naples Community Association Common Area or any other activities of the Del Webb Naples Community Association after the date this Del Webb Naples Declaration is recorded in the Public Records of Collier County, Florida, other than any act resulting from the gross negligence or willful misconduct by Del Webb Naples Developer or the parties to be indemnified hereby. To the extent necessary, the Del Webb Naples Community Association shall levy a Del Webb Naples Community Association Special Assessment against Del Webb Naples Owners other than the Del Webb Naples Developer to cover the costs of indemnity.

Section 2. Del Webb Naples Rules and Regulations. The Del Webb Naples Board of Directors may make and enforce reasonable and nondiscriminatory Del Webb Naples Rules and Regulations governing the use of Del Webb Naples Community Association Common Area and such Del Webb Naples Rules and Regulations as are otherwise contemplated by the Del Webb Naples Governing

Documents. The Del Webb Naples Rules and Regulations shall not eliminate or unreasonably interfere with the rights and duties established by this Del Webb Naples Declaration. Sanctions may include reasonable monetary fines, suspension of the right to use any Del Webb Naples Community Association Common Area, and exclusion from Del Webb Naples of any contractor, subcontractor, agent or other invitee (other than the Del Webb Naples Developer, or its contractors, subcontractors, agents or other invitees) who fails to comply with the provisions of such Del Webb Naples Rules and Regulations; provided however, the Del Webb Naples Community Association shall not restrict or impair the right of a Del Webb Naples Owner or his or her tenants (provided the lease complies with this Del Webb Naples Declaration) to have vehicular or pedestrian ingress and egress to and from the Del Webb Naples Owner's Parcel. The Del Webb Naples Board of Directors shall, in addition, have the power to seek relief in any court or administrative agency of competent jurisdiction for violations or to abate unreasonable disturbances. Imposition of sanctions shall be subject to the procedures for disciplinary action provided in the Del Webb Naples Bylaws. Fines shall not constitute an assessment subject to the lien rights provided in this Del Webb Naples Declaration, unless permitted by the Act.

The Del Webb Naples Community Association, acting through the Del Webb Naples Board of Directors, by contract or other agreement, shall have the right to enforce all applicable federal, state and local laws, ordinances, codes and regulations and to permit any governmental or quasi-governmental agency to enforce such parties' rules and ordinances on Del Webb Naples, and further, to the extent the provisions of this Del Webb Naples Declaration, a Del Webb Naples Supplemental Declaration or Del Webb Naples Neighborhood Declaration violate any of the foregoing, the provisions of law, ordinance, permits, codes and regulations shall control.

Section 3. Non-Del Webb Naples Owner Use of Golf Facilities and Club Facilities. The Del Webb Naples Community Association shall own and/or operate the Golf Facilities and Club Facilities. The Del Webb Naples Board of Directors (after the Del Webb Naples Turnover Date) and the Del Webb Naples Developer (prior to the Del Webb Naples Turnover Date), shall have the authority to establish Del Webb Naples Rules and Regulations concerning use of the Golf Facilities and Club Facilities, which may from time to time be changed. The Del Webb Naples Rules and Regulations may permit non-Del Webb Naples Owners to use the Golf Facilities and Club Facilities on a daily, short term or long term basis. The Del Webb Naples Board of Directors shall determine the terms of use of the Golf Facilities and Club Facilities by non-Owners, including the cost of (non-voting) memberships or use privileges and the terms of membership, access or use. Until the Del Webb Naples Turnover Date, the Del Webb Naples Board of Directors may enter into a management agreement for the operation of the Golf Facilities and Club Facilities, which may authorize the manager to actively promote non-Del Webb Naples Owner use of the Golf Facilities and Club Facilities. After the Del Webb Naples Turnover Date, the Del Webb Naples Community Association shall not modify or amend the rights, privileges and obligations of non-Del Webb Naples Owners who were granted privileges to use the Golf Facilities and Club Facilities prior to the Del Webb Naples Turnover Date until said privileges expire or terminate under any membership or use agreement.

Section 4. Promotional Access and Use of Golf Facilities and Club Facilities.

(a) Prior to the Del Webb Naples Turnover Date, the Del Webb Naples Developer is entitled to designate temporary members with privileges to use the Golf Facilities and Club Facilities on terms and conditions established by Del Webb Naples Developer. Neither the Del Webb Naples Developer nor the temporary members designated to use the Golf Facilities and Club Facilities shall be obligated to pay any annual dues, use fees or Del Webb Naples Assessments except as the Del Webb Naples Developer may require. The Del Webb Naples Community Association shall establish separate accounts for each

person designated to use the Golf Facilities and Club Facilities pursuant to this Section, and shall bill such individuals directly for their personal food, beverage and merchandise purchases.

(b) Prior to the Del Webb Naples Turnover Date, the Del Webb Naples Developer and its affiliates further have the right to schedule and hold marketing, promotional and other events (whether in season or out of season) using the Golf Facilities and Club Facilities, including, but not limited to, the right to close the Golf Facilities and Club Facilities to Del Webb Naples Owners.

(c) Both before and after the Del Webb Naples Turnover Date, the Del Webb Naples Developer and its affiliates further have the right to promote the Golf Facilities and Club Facilities in advertisements, promotional materials and other promotional media by making reference to the Golf Facilities and Club Facilities.

(d) Notwithstanding anything herein to the contrary, the Del Webb Naples Community Association shall (both before and after the Del Webb Naples Turnover Date) permit the Del Webb Naples Developer to designate a maximum of twenty (20) individuals to use the Golf Facilities and Club Facilities for the purpose of entertaining prospective purchasers and lessees of Parcels/Units including for re-sales of Parcels/Units. The Del Webb Naples Community Association will establish an account for charges incurred by the Del Webb Naples Developer in connection with the entertainment of prospective purchasers and lessees. The Del Webb Naples Community Association shall bill the Del Webb Naples Developer monthly for such charges. The designees may be changed from time to time by Del Webb Naples Developer, provided each designee may be changed only one (1) time per calendar year after the Del Webb Naples Turnover Date.

Section 5. Implied Rights. The Del Webb Naples Community Association may exercise any other right or privilege given to it expressly by the Del Webb Naples Governing Documents, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

Section 6. Governmental Interests. The Del Webb Naples Community Association shall permit the Del Webb Naples Developer reasonable authority to designate sites within Del Webb Naples for any public facilities. The Del Webb Naples Community Association, Master Association, or District may maintain and operate the Surface Water Management System within Del Webb Naples in accordance with the applicable permits and regulations of SFWMD and/or its successor, and neither the Del Webb Naples Developer, Del Webb Naples Community Association, any Del Webb Naples Neighborhood Association, nor any Del Webb Naples Owner shall take any action which modifies the Surface Water Management System in a manner which changes the flow or drainage of surface water. Any amendment which would affect the Surface Water Management System and conservation areas or easements, including the water management portions of the Del Webb Naples Community Association Common Area must have the prior approval of the SFWMD and any other governmental authority with jurisdiction. All Del Webb Naples Owners acknowledge that due to ground water elevations, priorities established by governmental authorities, including the District and other causes outside of the reasonable control of the Del Webb Naples Developer, Master Association and the Del Webb Naples Community Association, lake water levels may fluctuate at certain times during the year and such fluctuations may be material. Neither the Del Webb Naples Developer nor the Master Association, Del Webb Naples Community Association or District shall have any liability for aesthetic conditions, objectionable odors, damage to plantings or direct or consequential damages of any nature caused by the fluctuation of water levels or water quality. Though the District is not subject to this Del Webb Naples Declaration, the Del Webb Naples Developer and all other persons subject to this Del Webb Naples Declaration acknowledge that the District shall not have any liability for any such conditions, odors, damages, whether direct or

consequential, of any nature caused by fluctuation of water levels or water quality from other local governments or from causes outside the reasonable control of the District.

The Del Webb Naples Developer shall establish natural vegetative buffers between the Parcels and any jurisdictional wetland preserve and/or conservation tract as may be required by the SFWMD, which buffer shall not be located within the boundaries of a Parcel unless otherwise approved by the SFWMD. Such buffers shall be platted as a separate tract or created as an easement over an expanded limit of the preserve tracts, which would be dedicated as preserve/drainage tracts, to include the buffer within the preserve tract. If the buffer is located within a separate tract, the tract shall be dedicated on the plat to the applicable homeowners' association in Ave Maria along with all maintenance responsibilities and, if necessary, to any governmental or quasi-governmental entities with no maintenance responsibilities. All Del Webb Naples Owners shall comply with the requirements of all governmental or quasi-governmental agencies or authority having jurisdiction.

Section 7. Landscape Buffers and Conservation and Preservation Areas. The Del Webb Naples Developer shall establish any and all landscape buffers, conservation areas, preservation areas, wetlands preserves and/or other areas, and any management plans for those areas as may be required for the protection of wildlife and vegetation, as required by the DRI Ordinance and/or any permit conditions of any state or federal agency, and any such areas shall be maintained and monitored by the Master Association, Del Webb Naples Community Association or may be maintained by the District in accordance with all original permit conditions and/or DRI requirements.

The conservation and preservation tracts and easements may not be altered from their natural state with the exception of permitted activities. Activities prohibited within the conservation and preservation tracts and easements include, but are not limited to, construction or placing soil or other substances such as trash; removal or destruction of trees, shrubs or other vegetation removal, except exotic or nuisance vegetation removal; excavation, dredging or removal of soil material; dyeing or fencing; any other activities detrimental to drainage; flood control, water conservation erosion control or fish and wildlife habitat conservation or preservation.

Section 8. Future Easements and Boundary Modifications. Del Webb Naples Developer reserves the right, in its sole discretion, to grant, modify or enter into easements, dedications, agreements, licenses, restrictions, reservations, covenants, rights of way, to modify the boundary lines and plat or re-plat portions of the Del Webb Naples Community Association Common Area. The Del Webb Naples Community Association and any Del Webb Naples Neighborhood Association shall execute and deliver any and all agreements, documents, plats and instruments which are necessary or desirable to accomplish the same, including without limitation, deeds re-conveying portions of the said property to the Del Webb Naples Developer.

Section 9. Accounts Receivable and Inventory. On the Del Webb Naples Turnover Date, the Del Webb Naples Community Association shall pay to the Del Webb Naples Developer the book value of (a) all accounts receivable existing as of the Del Webb Naples Turnover Date, all pro shop, food and beverage, supply, chemicals, fertilizers, gasoline and other usable inventories existing as of the Del Webb Naples Turnover Date, less any accounts payable related to the same; and (b) any common surplus remaining on the Del Webb Naples Turnover Date, as more particularly described in Article XI, Section 1. The Del Webb Naples Board of Directors, in its sole discretion and without the approval of any Del Webb Naples Member, may obtain a third party loan for payment for these items or payments due the Del Webb Naples Developer and/or assess the Del Webb Naples Owners for those costs. Any such loan may be acquired prior to the Del Webb Naples Turnover Date and shall be the Del Webb Naples Community Association's payment responsibility after the Del Webb Naples Turnover Date. Obtaining a

loan and assessing the Del Webb Naples Members for the accounts receivable and inventory shall not constitute self-dealing or unjust enrichment to the directors of the Del Webb Naples Community Association appointed by the Del Webb Naples Developer.

Section 10. Deeding of Del Webb Naples Community Association Common Area. On or before the Del Webb Naples Turnover Date, the Del Webb Naples Developer shall convey a property interest in the Del Webb Naples Community Association Common Area to the Del Webb Naples Community Association. Any deed of conveyance shall be a Quit-Claim Deed subject to all matters of record. The Del Webb Naples Community Association shall be obligated to accept title to any interest in real or personal property transferred to it by Del Webb Naples Developer. Property interests transferred to the Del Webb Naples Community Association by Del Webb Naples Developer may include fee simple title, easements, leasehold interests and licenses to use. Any property or interest in property transferred to the Del Webb Naples Community Association by Del Webb Naples Developer may impose special restrictions governing the uses of such property and special obligations on the Del Webb Naples Community Association with respect to the maintenance of the property. No title insurance, title opinion or survey shall be provided to the Del Webb Naples Community Association by Del Webb Naples Developer. All costs and expenses of any conveyance of any property by Del Webb Naples Developer to the Del Webb Naples Community Association shall be paid for by the Del Webb Naples Community Association. The Del Webb Naples Developer shall not be required to formally tender or deliver a Quit Claim Deed or other instrument to the Del Webb Naples Community Association prior to recordation in the Public Records of Collier County, Florida.

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

ARTICLE XI

Del Webb Naples Assessments

Section 1. Creation of Del Webb Naples Assessments. There are hereby created Del Webb Naples Assessments for Del Webb Naples Community Association Common Expenses as may from time to time specifically be authorized by the Del Webb Naples Board of Directors to be commenced at the time and in the manner set forth in Section 2 of this Article. There shall be five (5) types of Del Webb Naples Assessments levied:

- (a) Del Webb Naples Community Association Base Assessments to fund Del Webb Naples Community Association Common Expenses as described in Section 2;
- (b) Del Webb Naples Neighborhood Assessments as described in Section 3;
- (c) Del Webb Naples Community Association Special Assessments as described in Section 4 below;
- (d) Del Webb Naples Community Association User Assessments as described in Section 5 below; and
- (e) Del Webb Naples Capital Improvement Golf Assessments as described in Section 14 below.

Except for the distinction between amounts assessed to the Golf Members and Social Members, Del Webb Naples Community Association Base Assessments shall be levied equally on all Parcels subject to this Del Webb Naples Declaration during a fiscal year of the Del Webb Naples Community Association, except that Parcels that are vacant or Parcels containing Units for which a Certificate of Occupancy has not been issued by the County shall pay Del Webb Naples Assessments in the amount of five percent (5%) of the Del Webb Naples Assessments levied on Parcels containing Units for which a Certificate of Occupancy has been issued. Del Webb Naples Assessments shall not commence with respect to any Parcel until such time as it has been subjected to this Del Webb Naples Declaration pursuant to a Del Webb Naples Supplement. In the event any of Del Webb Naples that has been subjected to this Del Webb Naples Declaration has not been platted as to the number of Parcels anticipated for eventual sale, such unplatted portions of Del Webb Naples shall be deemed to have the number of Parcels set forth on the then current site plan for such real property approved by the Del Webb Naples Developer until such real property is platted or re-platted or until Certificates of Occupancy are issued for Units constructed on such real property. Del Webb Naples Neighborhood Assessments, Del Webb Naples Community Association Special Assessments, Del Webb Naples Community Association User Assessments and Del Webb Naples Capital Improvement Golf Assessments shall be levied as provided in Sections 3, 4, 5 and 14 below. Each Del Webb Naples Owner, by acceptance of a deed, is deemed to covenant and agree to pay Del Webb Naples Assessments in a timely manner. All Del Webb Naples Assessments, together with any interest which may be charged as computed from the due date until paid (at a rate not to exceed the highest rate allowed by the civil usury laws of the State of Florida), and late charges, costs, and reasonable attorney's fees, shall be an automatic charge and continuing lien on the Parcel. Each Del Webb Naples Assessment together with interest, late charges, costs, and reasonable attorney's fees, shall also be the personal obligation of the Del Webb Naples Owner of such Parcel at the time the Del Webb Naples Assessment was levied and any successor grantee shall be jointly and severally liable for such portion thereof as may be due and payable prior to the time of such conveyance. Provided, however that the liability of a first Mortgagee or its successor or assignee as a subsequent holder of the first mortgage who acquires title to a parcel by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due before the mortgagee's acquisition of title, shall be as set forth in the Act. However, a third party, other than the first Mortgagee or the successor or assign of such first Mortgagee, who acquires title at a foreclosure sale shall be liable for unpaid Del Webb Naples Assessments accrued prior to their acquisition of the Parcel. Regardless of any restrictive endorsement to the contrary, all payments by the Del Webb Naples Owner or on the Del Webb Naples Owner's behalf shall be applied first to any interest accrued, then to any late fees, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent Del Webb Naples Assessment(s) in the order that they came due. However, after application of a payment to interest, late

fees, attorney's fees and costs of collection, all payments made shall be first applied to the Del Webb Naples Community Association's Base Assessments and then to the remainder of the Del Webb Naples Assessments levied pursuant to this Del Webb Naples Declaration. Collection of unpaid Del Webb Naples Assessments shall be subject to such other requirements as are set forth in the Act.

The preparation, issuance and costs of the Del Webb Naples Community Association providing an estoppel certificate shall be subject to the Act.

All Del Webb Naples Assessments shall be paid in such manner and on such dates as may be fixed from time to time by the Del Webb Naples Board of Directors, which may include, without limitation, acceleration of any Del Webb Naples Assessments for the balance of the fiscal year resulting from delinquencies. The Del Webb Naples Board of Directors shall determine whether the Del Webb Naples Assessments, whether in whole or in part, shall be due and payable annually or quarterly, but Del Webb Naples Community Association User Assessments for use of the Club Facilities may be due and payable on a monthly basis.

No Del Webb Naples Owner may waive or otherwise exempt himself from liability for any Del Webb Naples Assessments for any reason, including without limitation, non-use of the Del Webb Naples Community Association Common Area or abandonment of the Parcel. The obligation to pay Del Webb Naples Assessments is a separate and independent covenant on the part of the Del Webb Naples Owner. No diminution or abatement of Del Webb Naples Assessments or set-off shall be claimed or allowed by reason of any alleged failure of the Del Webb Naples Community Association or Del Webb Naples Board of Directors to take some action or perform some function required to be taken or performed by the Del Webb Naples Community Association or the Del Webb Naples Board of Directors pursuant to the Del Webb Naples Governing Documents, or for inconvenience or discomfort arising from the making of repairs or improvements which are the Del Webb Naples Community Association's responsibility, or from any action taken to comply with any law, ordinance, or any order or directive of any municipal or other governmental authority.

Notwithstanding anything to the contrary, at any time prior to the Del Webb Naples Turnover Date, the Del Webb Naples Developer may elect to: (a) pay Del Webb Naples Assessments on Parcels owned by Del Webb Naples Developer equal to the number of Parcels on the then current site plan approved by the Del Webb Naples Developer; or (b) not pay Del Webb Naples Assessments on any Parcels and in lieu thereof, for such fiscal year, to pay the Del Webb Naples Community Association's actual operating expenses incurred (either paid or payable) exclusive of capital improvement costs, reserves, Del Webb Naples Community Association Special Assessments, depreciation, and amortization. The amount so determined shall then be reduced by revenues earned (either received or receivable) from all sources (including, without limitation, Del Webb Naples Assessments, interest, late charges, fines, charges and other income sources derived from the Club Facilities and Golf Facilities) and any surplus carried forward from the preceding year(s). The option described in (b) above shall be referred to herein as the "Del Webb Naples Developer Subsidy". The Del Webb Naples Developer Subsidy shall terminate at the Del Webb Naples Turnover Date. Any surplus may either be paid to the Del Webb Naples Developer after the conclusion of the fiscal year or carried forward to the next fiscal year. Any surplus remaining at the Del Webb Naples Turnover Date shall be paid to the Del Webb Naples Developer.

If the Del Webb Naples Developer fails to make an election prior to the beginning of any fiscal year, it shall be deemed to elect to pay the Del Webb Naples Developer Subsidy unless it subsequently notifies the Del Webb Naples Community Association in writing that it wishes to pay Del Webb Naples Assessments on some or all of its Parcels. The Del Webb Naples Developer's obligations hereunder may

be satisfied in the form of a cash subsidy or by “in kind” contributions of services or materials or a combination of a cash subsidy and “in kind” contributions. The Del Webb Naples Developer shall not be obligated to fund the Del Webb Naples Developer Subsidy until needed by the Del Webb Naples Community Association to fund cash expenditures by the Del Webb Naples Community Association.

After the Del Webb Naples Turnover Date, the Del Webb Naples Developer shall pay Del Webb Naples Assessments on its Parcels that are subject to assessment, but the amount to be paid shall be determined by whether the Parcels contains a Unit which has been issued a Certificate of Occupancy as of when the particular Del Webb Naples Assessment becomes due (i.e., as of the commencement of the fiscal year if the Del Webb Naples Assessment is billed annually, or as of the commencement of the quarter if the Del Webb Naples Assessment is billed quarterly).

Section 2. Computation of Budget. It shall be the duty of the Del Webb Naples Board of Directors to annually prepare a budget covering all anticipated Del Webb Naples Community Association Common Expenses. “Del Webb Naples Community Association Common Expenses” shall mean and refer to all expenses that are properly incurred by the Del Webb Naples Community Association pursuant to the Del Webb Naples Governing Documents. The budget must reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The budget shall distinguish between the portions of the Del Webb Naples Community Association Base Assessment to be paid: (i) solely by the Golf Members (consisting of expenses relating primarily or exclusively to the Golf Facilities); (ii) solely by Social Members who are not also Golf Members (an amount equal to twenty percent (20%) of the expenses to be paid solely by the Golf Members, but in no event any expenses for capital improvements and reserves relating primarily or exclusively to the Golf Facilities); and (iii) all Del Webb Naples Members, regardless of whether they are Golf Members or Social Members. Subsequent to the Del Webb Naples Turnover Date, the portion of the Del Webb Naples Community Association Base Assessment to be paid solely by the Golf Members shall be proposed by the Golf Directors, and the portion to be paid solely by Social Members who are not also Golf Members and by all Del Webb Naples Members shall be determined by all members of the Del Webb Naples Board of Directors. However, the entire Del Webb Naples Board of Directors shall ultimately adopt the budget by determining the appropriate allocation of costs and expenses between the Golf Members, Social Members who are not also Golf Members, and all Del Webb Naples Members. The determination of the Del Webb Naples Board of Directors for allocation of costs shall be conclusive and binding on all Del Webb Naples Members.

Notwithstanding the foregoing, a Charter Golf Member shall receive a credit of Five Hundred Dollars (\$500.00) per year towards the portion of the Del Webb Naples Community Association Base Assessment to be paid solely by the Golf Members, as long as that Person remains a Charter Golf Member.

In addition, notwithstanding the foregoing in this Section 2, the portion of the Del Webb Naples Community Association Base Assessment to be paid solely by Social Members who are not also Golf Members (as referenced in (ii) above), shall not increase by more than five percent (5%) per year.

The budgets may but shall not be required to establish a reserve fund (as described in Section 7 of this Article). In the event a reserve fund is established and the Del Webb Naples Developer has obligated itself to pay the Del Webb Naples Developer Subsidy, the Del Webb Naples Developer shall have no obligation to pay any portion of the Del Webb Naples Assessments which are to be contributed to the reserve contributions.

In addition, if the Del Webb Naples Developer has obligated itself to pay the Del Webb Naples Developer Subsidy, the Del Webb Naples Developer shall have no obligation to pay any Del Webb Naples Community Association Special Assessment.

In the event the Del Webb Naples Board of Directors fails for any reason so to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year; provided, however, that upon the adoption of a new budget, the same shall be deemed retroactive to the beginning of the then current budget year and each affected Del Webb Naples Owner shall pay the increase, if any, from the beginning of the year to the date of the next installment payment in the manner determined by the Del Webb Naples Board of Directors.

Notwithstanding anything to the contrary in this Del Webb Naples Declaration or otherwise, if the Del Webb Naples Developer elects to fund the Del Webb Naples Developer Subsidy in any fiscal year prior to the Del Webb Naples Turnover Date, the annual Del Webb Naples Assessments may not be established by the budget calculation described above, but may be set by the Del Webb Naples Board of Directors at any level the Del Webb Naples Developer deems appropriate, provided that the total of all Del Webb Naples Assessments for a fiscal year shall be set at levels comparable to the total annual assessments or dues at country club communities in Southwest Florida offering quality golf courses and other recreational facilities, as reasonably selected by the Del Webb Naples Developer (but with an emphasis on clubs containing a "Community" or "umbrella" association that operates and maintains a golf course, clubhouse and common areas throughout a planned community).

Parcels shall become subject to assessment only if they have been made subject to this Del Webb Naples Declaration, either upon recordation of this Del Webb Naples Declaration or by a Del Webb Naples Supplemental Declaration. Parcels which become subject to Del Webb Naples Assessments during a year shall only be required to pay Del Webb Naples Assessments on a prorated basis based on the number of months remaining in the year in which such Parcels become subject to any Del Webb Naples Assessments. The Del Webb Naples Board of Directors shall cause a copy of the budgets and notice of the amount of the annual assessment to be levied against each Parcel for the following year to be delivered to each Del Webb Naples Owner at least thirty (30) days prior to the beginning of the fiscal year. However, the failure of the Del Webb Naples Board of Directors to meet that time deadline or any other time deadline set forth in this Del Webb Naples Declaration with respect to the budgeting process shall not invalidate the budget or be used as a defense to payment by a Del Webb Naples Owner who is delinquent in the payment of any Del Webb Naples Assessment provided in this Del Webb Naples Declaration.

In the event Del Webb Naples Assessments in excess of revenues are collected in any fiscal year after the Del Webb Naples Turnover Date, the Del Webb Naples Board of Directors, in its sole discretion, may refund such excess to the Del Webb Naples Members or credit the surplus to the Del Webb Naples Members for the next fiscal year's Del Webb Naples Assessments. Prior to the Del Webb Naples Turnover Date, as described in Section 1 above, the Del Webb Naples Developer shall be paid any surplus or the surplus may be carried forward to the subsequent fiscal year and used to defray the Del Webb Naples Developer Subsidy.

Section 3. Computation of Del Webb Naples Neighborhood Assessments. In addition to the Del Webb Naples Community Association Base Assessments, the Del Webb Naples Board of Directors may, with the assistance of a Del Webb Naples Neighborhood Committee, annually prepare a separate budget covering the estimated expenses that are unique to a particular Del Webb Naples Neighborhood ("Del Webb Naples Neighborhood Expenses") to be incurred by the Del Webb Naples Community Association

for each Del Webb Naples Neighborhood on whose behalf Del Webb Naples Neighborhood expenses are expected to be incurred during the coming year, at least sixty (60) days prior to the beginning of each fiscal year. The Del Webb Naples Neighborhood Committee shall submit to the Del Webb Naples Board of Directors a proposed budget for Del Webb Naples Neighborhood Expenses a minimum of ninety (90) days prior to the beginning of the fiscal year. The Del Webb Naples Board of Directors shall be entitled to set such budget only to the extent that this Del Webb Naples Declaration, Del Webb Naples Supplemental Declaration or the Del Webb Naples Owners in such Del Webb Naples Neighborhood authorize same by a majority vote. Any Del Webb Naples Neighborhood, through its Del Webb Naples Neighborhood Committee and as evidenced by a petition signed by a majority of the Del Webb Naples Owners within the Del Webb Naples Neighborhood, may request that additional services or a higher level of services be provided by the Del Webb Naples Community Association, and the Del Webb Naples Community Association shall provide such higher level of service, and any additional costs shall be added to such budget. Such budget may establish a reserve fund for repair and replacement of capital items within the Del Webb Naples Neighborhood, as appropriate. The Del Webb Naples Board of Directors shall cause a copy of such budget and notice of the amount of the Del Webb Naples Neighborhood Assessment to be levied on each Parcel for the coming year to be delivered to each Del Webb Naples Owner of a Parcel in the benefited Del Webb Naples Neighborhood(s) at least thirty (30) days prior to the beginning of each fiscal year.

The provision for Del Webb Naples Neighborhood Assessments herein shall not require the Del Webb Naples Community Association to budget for Del Webb Naples Neighborhood Assessments, but rather gives the Del Webb Naples Community Association the authority to budget for and collect Del Webb Naples Neighborhood Assessments if deemed necessary and desirable.

Section 4. Del Webb Naples Community Association Special Assessment. The Del Webb Naples Board of Directors may levy Del Webb Naples Community Association Special Assessments from time to time for unanticipated costs and expenses. However, prior to the Del Webb Naples Turnover Date, the Del Webb Naples Board of Directors may not levy a Del Webb Naples Community Association Special Assessment unless a majority of the Del Webb Naples Owners other than Del Webb Naples Developer have approved the Del Webb Naples Community Association Special Assessment by a majority vote at a duly called special meeting of the Del Webb Naples Members at which a quorum is present. At or subsequent to the Del Webb Naples Turnover Date, any Del Webb Naples Community Association Special Assessment shall require the affirmative vote or written consent of Neighborhood Voting Representatives representing a majority of the Class "A" Del Webb Naples Members (or the affirmative vote or written consent of Golf Member Voting Representatives representing a majority of the Golf Members, if applicable), unless the special assessment is required to pay for: any necessary maintenance, repair, replacement or insurance of any Del Webb Naples Community Association Common Area (including Club Facilities and/or Golf Facilities); or for any action or obligation required or imposed by the District, County or any other municipal, state or federal agency. Del Webb Naples Community Association Special Assessments pursuant to this paragraph shall be payable by Del Webb Naples Owners in such manner and at such times as determined by the Del Webb Naples Board of Directors, and may be payable in installments extending beyond the fiscal year in which the Del Webb Naples Community Association Special Assessment is approved, if the Del Webb Naples Board of Directors so determines. Del Webb Naples Community Association Special Assessments may be commingled with the remainder of the Del Webb Naples Assessments, but the Del Webb Naples Community Association shall be required to keep a separate ledger. The Del Webb Naples Community Association shall not utilize any Del Webb Naples Community Association Special Assessment for other than its stated purpose without the affirmative vote or written consent of Neighborhood Voting Representatives representing a majority of the Class "A" Del Webb Naples Members. If Del Webb Naples Developer has obligated itself to pay the Del Webb Naples Developer Subsidy, it shall not be obligated to pay Del

Webb Naples Community Association Special Assessments. The Del Webb Naples Board of Directors may levy Del Webb Naples Community Association Special Assessments applicable to specific Del Webb Naples Neighborhoods or solely to the Golf Members, in which case all references set forth above to “the affirmative vote or written consent of Neighborhood Voting Representatives representing a majority of the Class “A” Del Webb Naples Members” (in the context of a Del Webb Naples Community Association Special Assessment that is adopted at or subsequent to the Del Webb Naples Turnover Date) shall be understood to read, “the affirmative vote or written consent of Neighborhood Voting Representatives representing a majority of all Del Webb Naples Owners in the applicable Del Webb Naples Neighborhood”, or “the affirmative vote or written consent of Golf Member Voting Representatives representing a majority of all Golf Members”, as the case may be.

Section 5. Del Webb Naples Community Association User Assessments. The Del Webb Naples Community Association may levy a Del Webb Naples Community Association User Assessment against any Del Webb Naples Owner individually and against such Del Webb Naples Owner’s Parcel to reimburse the Del Webb Naples Community Association for costs incurred in providing landscape maintenance, pest control, cable television service or other services so provided to Del Webb Naples Owners by or through the Del Webb Naples Community Association, at the Del Webb Naples Community Association’s option. Additionally, a Del Webb Naples Community Association User Assessment may be levied against the Del Webb Naples Owner and the Del Webb Naples Owner’s Parcel to reimburse the Del Webb Naples Community Association for any expenses incurred to bring the Del Webb Naples Owner’s Parcel into compliance with the provisions of the Del Webb Naples Governing Documents and the Community-Wide Standards, which Del Webb Naples Community Association User Assessment will be levied upon the vote of the Del Webb Naples Board of Directors. Fines levied by the Del Webb Naples Community Association shall be considered individual Del Webb Naples Community Association User Assessments if permitted by the Act. Accounts of Del Webb Naples Owners for fees and charges (including Club Facilities “minimums” and holiday bonuses for Del Webb Naples Community Association employees) due for use of the Club Facilities shall likewise be considered individual Del Webb Naples Community Association User Assessments and such fees, charges, minimums and holiday bonuses may be included in the annual Del Webb Naples Community Association budget.

Section 6. Lien for Del Webb Naples Assessments. Upon recording of a Claim of Lien on any Parcel, the Claim of Lien shall relate back to the recording of this Del Webb Naples Declaration, and there shall exist a perfected lien for unpaid Del Webb Naples Assessments, interest, late charges, attorney’s fees and costs, which shall be considered prior and superior to all other liens, regardless of when recorded, except (1) all taxes (including any District taxes), bonds, assessments and other levies which by law would be superior thereto; (2) the Master Association’s lien and (2) to the extent set forth in the Act, the lien of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages), unless the first Mortgage was recorded subsequent to the Del Webb Naples Community Association’s Claim of Lien. The Claim of Lien may be foreclosed in equity in the same manner as a mortgage, in the manner set forth in the Act. The Del Webb Naples Community Association may also bring an action at law for a money judgment for all unpaid Del Webb Naples Assessments, interest, late charges, attorney’s fees and costs, without waiving the Del Webb Naples Community Association’s ability to foreclose its Claim of Lien, either independently or in connection with the foreclosure.

The Del Webb Naples Community Association, acting on behalf of its Del Webb Naples Members, shall have the power to bid for any Parcel against which the Community Association’s Claim of Lien is being foreclosed at the foreclosure sale and to acquire and hold, lease, mortgage, and convey the same, without any need for consent from the Del Webb Naples Members, or any third party. During

the period in which a Parcel is owned by the Del Webb Naples Community Association following acquisition by foreclosure sale: (a) no right to vote shall be exercised on its behalf; (b) no Del Webb Naples Assessments shall be levied on it; and (c) each other Parcel shall be charged, in addition to its usual Del Webb Naples Assessments, its equal pro rata share of the Del Webb Naples Assessments that would have been charged against such Parcel had it not been acquired by the Del Webb Naples Community Association.

Section 7. Reserve Budget. The Del Webb Naples Board of Directors may, but shall not be obligated to, annually prepare a reserve budget to take into account the number and nature of, replaceable assets, based upon the expected life of each asset and reserve the expected repair or replacement costs. The Del Webb Naples Board of Directors may set the required capital reserves in an amount sufficient to permit meeting the projected needs of the Del Webb Naples Community Association, as shown on the budget, with respect both to amount and timing over the period of the budget. The capital reserve requirement, if any, may be fixed by the Del Webb Naples Board of Directors and included within and distributed with the proposed budget, as provided in Section 2 of this Article. Capital reserves shall be segregated and used solely for the replacement, repair and addition to the capital assets of the Del Webb Naples Community Association as determined solely by the Del Webb Naples Board of Directors. If Del Webb Naples Developer has obligated itself to pay the Del Webb Naples Developer Subsidy, it shall not be obligated to pay Del Webb Naples Assessments for any reserve fund.

Section 8. Subordination of the Lien to First Mortgages. The lien of all of Del Webb Naples Assessments, including interest, late charges (subject to the limitations of Florida law), and costs (including attorney's fees) as provided herein, shall be subordinate to the lien of any first Mortgage upon any Parcel held by a Mortgagee to the extent provided by the Act, provided that the first Mortgage was recorded prior to the Claim of Lien. The sale or transfer of any Parcel shall not affect the validity of any lien for Del Webb Naples Assessments. However, the sale or transfer of any Parcel pursuant to judicial or non-judicial foreclosure or transfer of title by deed in lieu of foreclosure of any first Mortgage shall extinguish the lien for such Del Webb Naples Assessments as to payments which became due prior to such sale or transfer, but only to the extent provided by the Act. The extinguishment of the lien shall not relieve the Del Webb Naples Owner from personal liability for amounts owed to the Del Webb Naples Community Association. No sale or transfer shall relieve the Parcel from lien rights for any Del Webb Naples Assessments thereafter becoming due. Any such unpaid share of Del Webb Naples Assessments shall be deemed to be Del Webb Naples Common Expenses collectible from all Parcels, including the Parcel so acquired.

Section 9. Contributions to Working Capital Upon Initial Conveyance and Upon Re-conveyances. After the date of recording of this Del Webb Naples Declaration, upon the initial conveyance of title from the Del Webb Naples Developer and each subsequent conveyance of record fee title of each Parcel a non-refundable contribution shall be made by the purchaser of such Parcel to the working capital of the Del Webb Naples Community Association, to be used to pay the Del Webb Naples Community Association's operating and other expenses. Prior to the Del Webb Naples Turnover Date, the Del Webb Naples Developer shall determine the amount of the working capital contribution for a particular calendar year. The Del Webb Naples Developer may increase the working capital contribution in subsequent calendar years, but the amount shall not increase by more than ten percent (10%) over the previous year. Subsequent to the Del Webb Naples Turnover Date, the Del Webb Naples Community Association shall determine the amount of the working capital contribution, subject to the same ten percent (10%) limit on increases from year to year. The Del Webb Naples Developer, its subsidiaries, affiliates, successors and assigns shall be exempt from payment of the contributions required by this Section. The contributions required by this Section shall constitute a Del Webb Naples Assessment against the Parcel and shall be subject to the same lien rights and other rights of collection applicable to

all other Del Webb Naples Assessments under this Article. Neither the Del Webb Naples Developer nor the Del Webb Naples Community Association makes any representations or warranties that on the Del Webb Naples Turnover Date any portion of these contributions shall be in the accounts of the Del Webb Naples Community Association. In the event of a re-conveyance of title to a Parcel, the following re-conveyances ("re-sales") shall be exempt from payment of the contributions required by this Section: (a) by a co-Del Webb Naples Owner to any Person who was a co-Del Webb Naples Owner immediately prior to such conveyance; (b) to the Del Webb Naples Owner's estate, surviving spouse or child upon the death of the Del Webb Naples Owner; (c) to an entity owned by the grantor of title, and/or the grantor's spouse, provided upon subsequent re-conveyance the contribution shall become due; and (d) to a Mortgagee, the Del Webb Naples Community Association, a Del Webb Naples Neighborhood Association or the Master Association pursuant to a Final Judgment of Foreclosure or deed in lieu of foreclosure, provided upon the subsequent re-conveyance the contribution shall become due.

In addition to the working capital contribution to be paid upon re-sale of a Parcel (regardless of whether the grantor is a Golf Member or a Social Member), upon each conveyance of record fee title of each Parcel by a Golf Member, a non-refundable contribution shall be made by the purchaser of such Parcel to the working capital of the Del Webb Naples Community Association, to be used to pay the Del Webb Naples Community Association's operating and other expenses relating primarily or exclusively to the Golf Facilities. Such working capital contributions shall be referred to herein as the "Golf Facilities Capital Contributions". The provisions of the preceding paragraph in this Section 9 shall apply to the Golf Facilities Capital Contributions, except that Del Webb Naples Developer shall not be permitted to use Golf Facilities Capital Contributions to offset its "Del Webb Naples Developer Subsidy".

Section 10. Exempt Property. Notwithstanding anything to the contrary herein, the following property shall be exempt from payment of Del Webb Naples Assessments:

- (a) all Del Webb Naples Community Association Common Area and any Del Webb Naples Neighborhood Common Area; and
- (b) all property dedicated or deeded to any governmental authority, taxing district, the District, the Master Association or a public utility, including, without limitation, streets, environmental buffers, landscape buffers, preservation and conservation areas and lakes; and
- (c) any Parcel owned by the Del Webb Naples Community Association.

Section 11. Use of Del Webb Naples Assessments. Funds generated by one (1) type of Del Webb Naples Assessment shall not be used for expenses for which another type of Del Webb Naples Assessment is levied. However, in computing the annual amount to be funded by the Del Webb Naples Developer, revenues and expenses shall not be segregated or earmarked by type of: Del Webb Naples Assessment; Del Webb Naples Community Association Common Area; or by Del Webb Naples Neighborhood, but instead, shall be taken as a whole. By way of example, if revenues of the Golf Facilities exceed the expenses thereof, such excess revenues may be applied to other Del Webb Naples Community Association Common Expenses.

Section 12. Collection of Del Webb Naples Assessments By Del Webb Naples Neighborhood Associations. Prior to the Del Webb Naples Turnover Date and subsequent to the Del Webb Naples Turnover Date (but only if the Del Webb Naples Developer first consents) the Del Webb Naples Community Association may require that Del Webb Naples Neighborhood Associations collect Del Webb Naples Assessments on behalf of the Del Webb Naples Community Association, but solely as an administrative convenience. If the Del Webb Naples Community Association requires, each Del Webb

Naples Neighborhood Association shall invoice its members for the Del Webb Naples Assessments for the Parcels the Del Webb Naples Neighborhood Association operates and remit all amounts collected to the Del Webb Naples Community Association when the Del Webb Naples Assessment is due. Within ten (10) days after the due date, the Del Webb Naples Neighborhood Association shall provide the Del Webb Naples Community Association with a list of those Del Webb Naples Owners who have failed to pay the Del Webb Naples Assessments. Collection of delinquent Del Webb Naples Assessments, whether by foreclosure of a Claim of Lien and/or money judgment, shall remain the Del Webb Naples Community Association's obligation.

Section 13. Master Association Assessments. It is possible that the Master Association will require the Del Webb Naples Community Association to collect Master Association Assessments and other charges on behalf of the Master Association from the Del Webb Naples Owners, and to remit a lump-sum check to the Master Association. The Master Association adopts these assessments and other charges, and neither Del Webb Naples Developer nor the Del Webb Naples Community Association have control over the amount or timing of such assessments. In the event that the Del Webb Naples Community Association is required to collect assessments and charges on behalf of the Master Association, these amounts shall be included within the Del Webb Naples Community Association's budget as a notation. However, in no event shall Master Association Assessments be considered common expenses of the Del Webb Naples Community Association. Within ten (10) days after the due date for the Master Association's Assessments, the Del Webb Naples Community Association shall provide the Master Association with a list of those Del Webb Naples Owners who have failed to pay the Master Association Assessments. Collection of delinquent Master Association Assessments, whether by foreclosure of a Claim of Lien and/or money judgment, shall remain the Master Association's obligation.

Section 14. Del Webb Naples Capital Improvement Golf Assessments. Del Webb Naples Capital Improvement Golf Assessments shall be for capital improvements to the Golf Facilities. Del Webb Naples Capital Improvement Golf Assessments shall be levied solely upon all Golf Members and Parcels owned by such Golf Members, and shall be levied at an equal rate.

ARTICLE XII

Del Webb Naples Neighborhoods

Section 1. General. Every Parcel shall be located within a Del Webb Naples Neighborhood. The Parcels within a particular Del Webb Naples Neighborhood may be subject to additional covenants and/or the Del Webb Naples Owners in that Del Webb Naples Neighborhood may all be members of a Del Webb Naples Neighborhood Association in addition to the Del Webb Naples Community Association. Any Del Webb Naples Neighborhood which does not have a Del Webb Naples Neighborhood Association shall elect a Del Webb Naples Neighborhood Committee at a Del Webb Naples Neighborhood meeting as described in the Del Webb Naples Bylaws. At the time provided in the Del Webb Naples Bylaws, the Del Webb Naples Board of Directors must coordinate a Del Webb Naples Neighborhood meeting. Prior to the formation of a Del Webb Naples Neighborhood Committee, the Del Webb Naples Developer shall perform the functions of the Del Webb Naples Neighborhood Committee.

Section 2. Request for Services. Each Del Webb Naples Neighborhood, upon the written consent of the Del Webb Naples Developer (so long as the Del Webb Naples Developer owns one (1) or more Parcels within Del Webb Naples) and Del Webb Naples Owners, representing a majority of the Parcels within the Del Webb Naples Neighborhood which such latter consent shall be delivered to the Del Webb Naples Community Association and shall contain the signatures of such majority, may request

that the Del Webb Naples Community Association provide a higher level of service or special services for the benefit of Parcels in such Del Webb Naples Neighborhood, the cost of which shall be assessed against the benefited Parcels as a Del Webb Naples Neighborhood Assessment. The Del Webb Naples Community Association shall not be required to provide such higher level of service.

Section 3. Division of Del Webb Naples Neighborhoods. The Del Webb Naples Developer shall designate Del Webb Naples Neighborhoods by Del Webb Naples Supplemental Declarations. Del Webb Naples Neighborhood Assessments may be authorized by Del Webb Naples Supplemental Declarations. Any Del Webb Naples Neighborhood may be expanded by amendment to a Del Webb Naples Supplemental Declaration, as authorized solely by Del Webb Naples Developer.

ARTICLE XIII

Del Webb Naples Architectural Standards

Section 1. Del Webb Naples Architectural Standards. No improvement (which term shall include without limitation, staking, clearing, excavation, grading, and other site works, new structures, pools, driveways, exterior alteration or modification and planting or removal of plants, trees or shrubs) shall take place except in strict compliance with this Article, until the requirements below have been fully met, and until the approval of the appropriate committee in accordance with this Article. The committee established pursuant to Section 2 below may establish reasonable fees to be charged by the committee on behalf of the Del Webb Naples Community Association for review of an application for approval hereunder, which fees, if established shall be paid in full prior to review of any application hereunder. All improvements constructed on any portion of Del Webb Naples shall be designed by and built in accordance with the approved plans and specifications.

This Article shall not apply to construction on or improvements or modifications to any Parcel or Unit by the Del Webb Naples Developer, nor to construction on or improvements or modifications to the Del Webb Naples Community Association Common Area made by or on behalf of the Del Webb Naples Community Association. The Del Webb Naples Board of Directors shall have the authority and standing, on behalf of the Del Webb Naples Community Association, to enforce in courts of competent jurisdiction decisions of the committees referenced in this Article. This Article may not be amended without the Del Webb Naples Developer's prior written consent so long as the Del Webb Naples Developer (or any affiliate) owns any land legally described in Exhibit "A".

Section 2. Architectural Review Committee. The Architectural Review Committee (sometimes referred to as the "ARC") shall have jurisdiction to review and approve all construction modifications, etc., on any portion of Del Webb Naples. Such construction may also be subject to review in accordance with any Del Webb Naples Supplemental Declaration. The Del Webb Naples Developer retains the right until the initial construction of the last Unit to be constructed within Del Webb Naples to appoint all members of the ARC, which shall consist of at least three (3), but no more than five (5), persons. There shall be no surrender of this right prior to that time except in a written instrument in recordable form executed by the Del Webb Naples Developer. Upon the expiration of such right, the Del Webb Naples Board of Directors shall appoint the members of the ARC.

The ARC may prepare Del Webb Naples Architectural Standards, copies of which shall be available from the ARC for review. The Del Webb Naples Architectural Standards shall be those of the Del Webb Naples Community Association, and the ARC shall have authority to prepare and to amend them, subject to the approval of the Del Webb Naples Board of Directors except that after the Del Webb Naples Turnover Date, no amendment to the Del Webb Naples Architectural Standards shall be effective without the prior written consent of the Del Webb Naples Developer. The ARC shall make the Del Webb

Naples Architectural Standards available to Del Webb Naples Owners, and such Del Webb Naples Owners shall conduct their operations strictly in accordance therewith. A Del Webb Naples Owner who wishes to construct improvements or modifications to existing improvements shall secure architectural approval from his or her Del Webb Naples Neighborhood Association either prior to or in connection with the ARC application. In the latter case, the period in which the ARC must approve or disapprove the application shall not begin to run until the ARC receives written evidence that the Del Webb Naples Owner has secured the Del Webb Naples Neighborhood Association's approval. If the Del Webb Naples Owner does not secure Del Webb Naples Neighborhood Association approval, then the ARC shall have no obligation to process a Del Webb Naples Owner's application. In the event that the ARC fails to approve or disapprove plans properly submitted to it, or to request additional information reasonably required, within twenty (20) days after acceptance of a complete submission thereof, the plans shall be deemed approved. Any Del Webb Naples Owner aggrieved by the ARC's decision may file an appeal to the Del Webb Naples Board of Directors within twenty (20) days of the decision. The Del Webb Naples Board of Directors' ruling on appeal shall be final. Members of the ARC may include architects or similar professionals who may or may not be Del Webb Naples Owners.

Prior to the Del Webb Naples Turnover Date, the Del Webb Naples Board of Directors or the Del Webb Naples Developer may act in place of the ARC, and shall retain all rights and obligations granted or imposed upon the ARC hereunder. Prior to the Del Webb Naples Turnover Date, the Del Webb Naples Board of Directors or the Del Webb Naples Developer shall not be required to adopt Del Webb Naples Architectural Standards, but rather, shall have the authority to process applications in its reasonable discretion and in accordance with the Del Webb Naples Developer's building plans, specifications, plan of development and aesthetic requirements.

Section 3. No Waiver of Future Approvals. The approval by the ARC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or other matters subsequently or additionally submitted for approval or consent.

Section 4. Variance. The ARC may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural hardship, or aesthetic or environmental considerations require. No variance shall: (a) be effective unless in writing, or (b) stop the ARC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not necessarily be considered a hardship warranting a variance.

The approval by the ARC does not constitute governmental approval. It is the sole responsibility of the Del Webb Naples Owner to obtain the necessary permits and meet all governmental requirements, including applicable building and design codes.

Section 5. No Liability. No review or approval by the ARC shall imply or be deemed to constitute an opinion by the ARC, nor impose upon the ARC, the Del Webb Naples Community Association, the Del Webb Naples Board of Directors, the Del Webb Naples Developer or any other party, any liability for the design or construction of building elements, including, but not limited to, structural integrity, design, quality of materials, and compliance with building code or life and safety requirements. The scope of any such review and approval by the ARC is limited solely to whether the respective plans or work meet certain requirements, standards, and guidelines relating to aesthetics and the harmony and compatibility of proposed improvements in Del Webb Naples. No review or approval will be for any other person or purpose, and no person other than the ARC shall have any right to rely

thereon, and any review or approval by the ARC will not create any liability whatsoever for the ARC, the Del Webb Naples Developer, the Del Webb Naples Board of Directors, or the Del Webb Naples Community Association to any other person or party whatsoever.

Section 6. Compliance. The ARC may periodically monitor construction to determine compliance with approved plans and specifications, and such inspection shall not be deemed a trespass. The ARC may take enforcement action with respect to non-compliance through equitable remedy or by requesting the Del Webb Naples Community Association remedy any deficiency and assess the Del Webb Naples Owner for the costs of compliance.

ARTICLE XIV

Use Restrictions

The Parcels, Units and Del Webb Naples Neighborhood Common Areas shall be used only for residential, recreational, and related purposes permitted by applicable zoning ordinances. However, the Del Webb Naples Developer may utilize any portion of Del Webb Naples, including individual Parcels and Units, for commercial purposes, including, without limitation, offices for any property managers retained by the Del Webb Naples Community Association, sales offices, model homes, or other commercial purposes desired by the Del Webb Naples Developer, to the extent permitted by applicable zoning ordinances. The Del Webb Naples Community Association, acting through its Del Webb Naples Board of Directors, shall have standing and the power to enforce use restrictions.

The Del Webb Naples Community Association, acting through its Del Webb Naples Board of Directors, shall have authority to make and to enforce standards and restrictions governing the use of Del Webb Naples. Such standards shall be Community-Wide Standards and shall be binding upon all Del Webb Naples Owners and occupants except the Del Webb Naples Developer. Notwithstanding anything to the contrary herein, the Del Webb Naples Developer shall be exempt from application of the provisions of this Article so long as it (or any affiliate) owns any portion of Del Webb Naples for development and/or re-sale. In addition, each Del Webb Naples Neighborhood Association may establish restrictions governing the use of that portion of Del Webb Naples located within the Del Webb Naples Neighborhood, which use restrictions may be more restrictive but not less restrictive than those set forth below.

Units shall be restricted to single family usage. "Single family" shall mean and refer to one (1) natural person (as opposed to an artificial entity); or a group of two (2) or more natural persons living together, each of whom is related to each of the others by blood, marriage, legal custody or adoption; or not more than two (2) natural persons not so related, who reside together as a single housekeeping unit, along with their children, if any. In no event shall any Unit be occupied by more than two (2) persons per bedroom. The definition of "single family" set forth above for purposes of determining occupancy of Units, shall be distinct from the definition of "immediate family" for purposes of determining use rights to the Golf Facilities and Club Facilities.

Section 1. Signs. No sign, billboard or advertisement of any kind, including, without limitation, those of realtors, contractors and subcontractors, shall be erected within Del Webb Naples without the written consent of the Del Webb Naples Board of Directors, except in connection with the sale or re-sale of Parcels by the Del Webb Naples Developer or as may be required by legal proceedings. Signs which are permitted within Del Webb Naples may be restricted as to the size, color, lettering, materials and location of such signs. The Del Webb Naples Board of Directors or Del Webb Naples

Developer shall have the right to erect signs as they, in their discretion, deem appropriate. Under no circumstances shall signs, flag, banners or similar items advertising or providing directional information with respect to activities being conducted outside Del Webb Naples be permitted within Del Webb Naples without the express written consent of the Del Webb Naples Board, or unless they are installed by the Del Webb Naples Developer. The Del Webb Naples Developer may maintain sales offices and model homes for use in marketing communities other than Del Webb Naples. No sign shall be nailed or otherwise attached to trees.

Section 2. Parking and Prohibited Vehicles.

(a) Parking. Permissible vehicles shall be parked only in the garages or in the driveways or parking lots, if any, serving the Parcels or in appropriate spaces or designated areas in which parking may or may not be assigned and then subject to such further restrictions set forth in a Del Webb Naples Supplemental Declaration and/or Del Webb Naples Neighborhood Documents applicable to that Del Webb Naples Neighborhood. No garages shall be converted to residential use or use other than as originally designed with the exception of conversion of a garage by the Del Webb Naples Developer for use as a sales office. Garage doors must be kept closed except when a vehicle must enter or exit the garage.

(b) Vehicles. Operable and currently licensed passenger automobiles may be kept or parked in those areas permitted by (a) above or in areas specified in a Del Webb Naples Supplemental Declaration and/or Del Webb Naples Neighborhood Documents. Vans, sport utility vehicles and pick-up trucks shall be considered to be passenger automobiles and may be parked on driveways or in Del Webb Naples Neighborhood parking lots if the vehicle is used for the primary purpose of transportation of passengers and their personal goods. If the vehicle is used primarily for the transportation of goods then it shall be considered a commercial vehicle. Commercial vehicles, vehicles with commercial markings, racks or tools in the bed, police or other service vehicles, motorcycles, motorbikes, inoperable vehicles, vehicles in a state of disrepair, golf carts, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers shall be parked only in enclosed garages. All permitted vehicles must observe posted speed limits or the Del Webb Naples Owners thereof shall be fined as permitted in the Del Webb Naples Bylaws. Golf carts are permitted, subject to Del Webb Naples Rules and Regulations regarding type, use and other relevant issues.

(c) Delivery and Service Vehicles. Any vehicle which is parked in violation of the Del Webb Naples Governing Documents, a Del Webb Naples Supplemental Declaration or Del Webb Naples Neighborhood Documents may be towed in accordance with Florida law and for each violation (each day being considered a new violation) the Del Webb Naples Owner of the Parcel may be fined in accordance with the Del Webb Naples Bylaws. Notwithstanding the foregoing, service and delivery vehicles may be parked in the driveway of a Parcel during daylight hours for such period of time as is reasonably necessary to provide service or make a delivery to the Parcel.

(d) Non-Applicability. This Section 2 shall not apply to any commercial vehicles providing service or making deliveries to or on behalf of the Del Webb Naples Community Association, a Del Webb Naples Neighborhood Association, the District, Master Association or the Del Webb Naples Developer or any of their designees, contractors, subcontractors and agents.

Section 3. Occupants Bound. All provisions of the Del Webb Naples Governing Documents which govern the conduct of Del Webb Naples Owners and which provide for sanctions against Del Webb Naples Owners shall also apply to all occupants, whether tenants, guests and invitees of any Unit. Every Del Webb Naples Owner shall cause all occupants of his or her Unit to comply with the Del Webb Naples Governing Documents and shall be responsible for all violations of the Del Webb Naples

Governing Documents and damage to the Del Webb Naples Community Association Common Area caused by such occupants, notwithstanding the fact that such occupants of a Unit are fully liable and may also be sanctioned for any violation of the Del Webb Naples Governing Documents.

Section 4. Animals and Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any portion of Del Webb Naples, except dogs, cats, or other usual and common household pets not to exceed a reasonable number determined by the Del Webb Naples Board of Directors may be permitted in any one (1) Unit. No pit bulls, "wolf hybrids" or other dogs prone to or exhibiting aggressive behavior may be kept. Pets which are permitted to roam freely, or, in the sole discretion of the Del Webb Naples Community Association, endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Del Webb Naples Owners of other Units or the owner of any portion of Del Webb Naples shall be removed upon request of the Del Webb Naples Board of Directors; if the Del Webb Naples Owner fails to honor such request, the Del Webb Naples Owner may be fined in accordance with the Del Webb Naples Bylaws until the pet is removed. In lieu thereof, the Del Webb Naples Board of Directors may, but shall not be required to, seek governmental intervention to remove the animal. No pets shall be kept, bred, or maintained for any commercial purpose. Household pets shall at all times whenever they are outside the Del Webb Naples Owner's Unit be confined on a leash or confined to a Parcel by means of an "invisible fence". No pet may be kept outside of a Unit but within an "invisible fence" while the Del Webb Naples Owner is at work or the Unit is otherwise unoccupied. Del Webb Naples Owners shall be responsible for removing their pet's waste from the Del Webb Naples Community Association's or a Del Webb Naples Neighborhood Association's Common Area, Parcels, and property of the District or the Master Association.

Section 5. Nuisances. No portion of Del Webb Naples shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye, nor shall any substance, thing, or material be kept upon any portion of Del Webb Naples that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious, illegal or offensive activity shall be carried on upon any portion of Del Webb Naples, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of Del Webb Naples. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is unreasonably noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of Del Webb Naples as a planned residential community. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within Del Webb Naples, except for activities that the County permits Del Webb Naples Developer to undertake.

Section 6. Unsightly or Unkempt Conditions. It shall be the responsibility of each Del Webb Naples Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition of his or her Parcel. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of Del Webb Naples.

Section 7. Antennas. Antennas and satellite dishes are prohibited, except that (a) antennas or satellite dishes designed to receive direct broadcast satellite service which are one (1) meter or less in diameter (b) antennas or satellite dishes designed to receive video programming services via multi-point distribution services which are one (1) meter or less in diameter; or (c) antennas or satellite dishes designed to receive television broadcast signals ("Reception Devices") shall be permitted to be installed, subject to such reasonable requirements as to location and screening as may be set forth in any Del Webb

Naples Architectural Standards or Supplemental or Del Webb Naples Neighborhood Declarations, consistent with the requirements of Federal law. Del Webb Naples Developer and its affiliates, and/or the Del Webb Naples Community Association shall have the right, without obligation, to erect an aerial, satellite dish, or other apparatus for a Community antenna or cable system for the benefit of all or a portion of Del Webb Naples.

Section 8. Garbage Cans, Tanks, Etc. All garbage cans, air conditioning compressors, pool heaters, mechanical equipment and other similar items shall be located or screened so as to be reasonably concealed from view of neighboring Parcels, streets, and property located adjacent to the Parcel. All rubbish, trash, and garbage shall be stored in appropriate containers with lids and regularly removed from Del Webb Naples and shall not be allowed to accumulate thereon. All air conditioning compressors, pool heaters, mechanical equipment, garbage can storage structures and other such items shall be subject to the approvals set forth in Article XIII of this Del Webb Naples Declaration. Units that have curbside service shall be required to place trash cans curbside no earlier than the evening prior to pick-up and trash cans shall be returned to their permitted location no later than the evening after pick-up. Clotheslines are prohibited.

Section 9. Alteration of Parcel Boundaries and Timesharing. Except for changes made by the Del Webb Naples Developer, no Parcel's boundary lines may be changed except with the prior written approval of the Del Webb Naples Board of Directors. No Unit shall be made subject to any type of time share program, interval-ownership or similar program whereby the right to exclusive use of the Unit rotates among multiple owners or members of the program on a fixed or floating time schedule over a period of years.

Section 10. Firearms. The discharge of firearms within Del Webb Naples is prohibited. The term "firearms" includes "B-B" guns, paint ball guns, pellet guns, and other firearms of all types, regardless of size.

Section 11. Pools. No above-ground pools shall be erected, constructed or installed on any Parcel. In-ground pools and above-ground spas will be permitted subject to prior written approval from the ARC.

Section 12. Tents, Trailers and Temporary Structures. No tent, utility shed, trailer or other structure of a temporary nature shall be placed upon any Parcel. The Del Webb Naples Community Association and the Del Webb Naples Developer shall be permitted to install tents, trailers and temporary structures in their discretion for construction and sales purposes, and for golf tournaments or other functions.

Section 13. Wells and Drainage. No private water system shall be constructed on any Parcel. Catch basins, swales and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Person, other than Del Webb Naples Developer or the Del Webb Naples Community Association, may obstruct or rechannel the drainage flows after the initial installation of drainage swales, storm sewers, or storm drains. The Del Webb Naples Developer hereby reserves for itself, the District, Master Association and the Del Webb Naples Community Association a perpetual easement across Del Webb Naples for the purpose of altering drainage and water flow, as may be permitted by the SFWMD.

Section 14. Tree Removal. No trees shall be removed, except for diseased or dead trees and trees needing to be removed to promote the growth of other trees or for safety reasons, unless approved in accordance with Article XIII of this Del Webb Naples Declaration.

Section 15. Utility Lines. No overhead utility lines, including lines for cable television, shall be permitted within Del Webb Naples, except for temporary lines as required during construction or if required by law, or installed by the Del Webb Naples Developer.

Section 16. Air Conditioning Units. No window air conditioning units may be installed in any Unit.

Section 17. Lighting. Except for seasonal or other holiday decorative lights, all exterior lights must be approved in accordance with Article XIII of this Del Webb Naples Declaration.

Section 18. Exterior Decorations, and Similar Items. Exterior decorations, including without limitation, sculptures, fountains, flags (other than a portable, removable United States flag or official flag of the State of Florida, and on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day, portable, removable official flags, not larger than 4 1/2 feet by 6 feet, which represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard, all of which must be displayed in a respectful manner), and similar items must be approved in accordance with Article XIII of this Del Webb Naples Declaration. Notwithstanding the foregoing, no one shall be permitted to display the United States flag in a manner that violates: (i) Federal law or any rule or custom as to the proper display or use of the United States flag; or (ii) any reasonable restriction pertaining to the time, place and manner of displaying the flag. The restriction must be necessary to protect a substantial interest of the Community Association

Section 19. Energy Conservation Equipment. Nothing in this Del Webb Naples Declaration shall be deemed to prohibit 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 ARC. Such standards shall comply with Section 163.04, Florida Statutes and shall be reasonably calculated to maintain the aesthetic integrity of Del Webb Naples without making the cost of the aforesaid devices prohibitively expensive. All energy conservation equipment must be approved in accordance with Article XIII of this Del Webb Naples Declaration.

Section 20. Wetlands, Lakes, Water Bodies, Conservation or Reserve Tracts and Conservation Easements. All wetlands within Del Webb Naples shall be left in their natural state and no alteration thereof or construction thereon shall be permitted unless otherwise permitted by the Del Webb Naples Board of Directors. All lakes, ponds, and streams within Del Webb Naples, if any, shall be aesthetic amenities only, and no other use thereof, including, without limitation, swimming, playing, or use of personal flotation devices, shall be permitted. Notwithstanding the above, to the extent permitted by law and the District, the Del Webb Naples Board of Directors may permit fishing from the shore by Del Webb Naples Owners, occupants of Units, and their accompanied guests subject to the Del Webb Naples Rules and Regulations. Furthermore, one (1) or more areas within Del Webb Naples may be designated as a conservation or preservation tract or buffer area or may otherwise be subjected to a conservation easement, for the purpose of protection of wetlands, protected and endangered species, and valuable habitat.

Use of these areas shall be in accordance with all applicable permit restrictions. The Del Webb Naples Community Association, Master Association and District shall not be responsible for any loss, damage, or injury to any Person or property arising out of the authorized or unauthorized use of lakes, ponds, or streams within Del Webb Naples. This Section shall not restrict the use of bodies of water within the Golf Facilities in connection with golf course play.

Section 21. Fences, Landscaping or Structures. Fences are prohibited, except for an approved pool cage, or fencing of air conditioning or pool equipment. Shrubs and trees (other than that originally installed or approved by the Del Webb Naples Developer), structures or other improvements (regardless of whether or not same are permanently attached to the land or to other improvements) shall not be placed in the rear yard of a Parcel that is adjacent to the golf course or a lake.

Section 22. Business Use. No trade or business may be conducted in or from any Unit, except that a Del Webb Naples Owner or occupant residing in a Unit may conduct business activities within the Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Unit; (b) the business activity conforms to all zoning requirements for Del Webb Naples; (c) the business activity involves only telephone calls and correspondence to and from the Unit and does not involve persons coming onto Del Webb Naples who do not reside in Del Webb Naples or door-to-door solicitation of residents of Del Webb Naples; and (d) the business activity is consistent with the residential character of Del Webb Naples and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of Del Webb Naples.

The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the leasing of a Unit in accordance with this Del Webb Naples Declaration shall not be considered a trade or business within the meaning of this Section. This Section shall not apply to operation of the Golf Facilities or Club Facilities nor to any activity conducted by the Del Webb Naples Developer with respect to its development, marketing and sale of Del Webb Naples or any other communities being marketed by the Del Webb Naples Developer, or its use of any Parcels and Units which it owns within Del Webb Naples.

Section 23. On-Site Fuel Storage. No on-site storage of gasoline or other fuels shall be permitted in or on any Parcel except that fuel may be stored in or on any Unit for emergency purposes and for the operation of gas powered tools or equipment in such amounts as may be permitted by the local Fire Marshall, and (b) underground propane tanks for operation of appliances, pool and/or spa heaters shall be permitted subject to review and approval by the ARC. The Del Webb Naples Community Association shall be permitted to store fuel on the Del Webb Naples Community Association Common Areas for operation of maintenance vehicles, generators and equipment servicing the Golf Facilities or Club Facilities. This Section shall not apply to the Del Webb Naples Developer or its designee who may, but shall not be required to, provide an underground gas distribution system to service Parcels. This restriction is designed to reduce environmental risks associated with fuel storage and to minimize the hazards associated with on-site fuel storage. Hazardous materials shall only be stored on Parcels if they are permitted by governmental regulations, are reasonably necessary to the maintenance of the Parcel, and are household products.

Section 24. Leasing of Units.

(a) Definition. "Leasing", for purposes of this Del Webb Naples Declaration, is defined as regular, exclusive occupancy of a Unit by any person or persons other than the Del Webb Naples Owner

for which the Del Webb Naples Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or perquisite.

(b) Leasing Provisions.

(i) General. Units may be rented only in their entirety; no fraction or portion may be rented. There shall be no subleasing of Units or assignment of leases unless prior written approval is obtained from the Del Webb Naples Board of Directors. The Del Webb Naples Board of Directors may delegate this requirement to the board of directors of a Del Webb Naples Neighborhood Association. All leases shall be in writing and, if not stated explicitly, shall be deemed to state that the lessor and lessee are required to comply with the Del Webb Naples Governing Documents. Leases shall be for a term of not less than thirty (30) days and no Unit may be rented more than four (4) times in any one (1) calendar year. Del Webb Naples Owners who delegate their use rights and membership privileges with respect to the Del Webb Naples Community Association Common Area to a tenant must pay a re-designation fee and shall also relinquish their use rights, in the same manner as described in Article III. A Del Webb Naples Supplemental Declaration or Del Webb Naples Neighborhood Documents may further limit a Del Webb Naples Owner's ability to lease his or her Unit and provide for a minimum leasing term and maximum frequency on leasing that are more restrictive than set forth herein. The Del Webb Naples Owner must make available to the lessee copies of the Del Webb Naples Governing Documents. This Section shall not apply to leasing by the Del Webb Naples Developer.

(ii) Compliance with Del Webb Naples Governing Documents and Del Webb Naples Neighborhood Documents. Every Del Webb Naples Owner shall be responsible if the occupants of his or her Unit fail to comply with the Del Webb Naples Governing Documents and Del Webb Naples Neighborhood Documents adopted pursuant thereto, notwithstanding the fact that such occupants of a Unit are fully liable and may be sanctioned for any violation of the Del Webb Naples Governing Documents and Del Webb Naples Neighborhood Documents thereto.

Section 25. Play Equipment. All play equipment and similar items shall be stored so as not to be visible from streets or property adjacent to the Parcel. Play equipment, by way of example and not limitation, such as basketball hoops and swing sets shall be subject to review and approval by the ARC. No such items shall be allowed to remain on the Del Webb Naples Community Association Common Area or on Parcels so as to be visible from adjacent property when not in use.

Section 26. Window Coverings. All windows on any structure which are visible from the street or other Units shall have window coverings which have a white or off-white backing or blend with the exterior color of the Unit, as determined in the sole discretion of the ARC, as the case may be, after application pursuant to Article XIII hereof. Reflective window coverings are prohibited.

Section 27. Roadways, Sidewalks, Driveways. Except as permitted elsewhere in this Del Webb Naples Declaration, all utilities within Del Webb Naples shall be installed underground. Except for installations made by the Del Webb Naples Developer, utility lines, including without limitation, cable television, may only be installed, repaired or replaced under existing roadways, sidewalks and driveways by a method which will not disturb the paved surface of such roadway, driveway or sidewalk. This restriction is intended to preserve the aesthetic nature of the paved surfaces.

Section 28. Polling Place Requirement. Notwithstanding anything contained herein, accommodation shall be made for future use of a portion of the Del Webb Naples Community Association Common Areas for purposes of an electoral polling place in the event this is imposed by the County or the District.

Section 29. Hurricane Shutter Specifications. The Del Webb Naples Board of Directors shall have the authority to adopt hurricane shutter specifications, which may include color, style, time periods in which shutters may be kept closed, and other factors deemed relevant by the Del Webb Naples Board of Directors. Laminated glass and window film architecturally designed to function as hurricane protection which complies with the applicable building code, may be used in place of hurricane shutters. The Del Webb Naples Board of Director's hurricane shutter specifications shall apply to all Units, except that the board of directors of a Del Webb Naples Neighborhood Association may enact hurricane shutter specifications that are more restrictive than those adopted by the Del Webb Naples Board of Directors.

Section 30. Age Restrictions.

(a) Definitions.

(i) "Age-Qualified Occupant" means any individual 55 years of age or older who occupies a Unit.

(ii) "Occupy," "Occupies," or "Occupancy," solely for purposes of this Section 30, shall mean staying overnight in a Unit for at least ninety (90) days in a consecutive twelve (12) month period.

(iii) "Qualified Resident" means any of the following Persons occupying a Unit: any Age-Qualified Occupant; and any Person nineteen (19) years of age or older occupying a Unit with an Age-Qualified Occupant; and

(iv) "Grandfathered Person" means a Del Webb Naples Owner as of the date of the recording of this Del Webb Naples Declaration in the Public Records of Collier County, Florida. "Grandfathered Parcel" means a Parcel owned by a Grandfathered Person.

Grandfathered Persons and Grandfathered Parcels shall be exempted from this Section 30 and any related Del Webb at Naples Rules and Regulations, both as amended from time to time ("Age Restrictions"). The exemption from the Age Restrictions shall also apply to Persons who acquire title to a Grandfathered Parcel in Del Webb Naples from a Grandfathered Person and such exemption shall also apply to such Grandfathered Parcel. However, upon the subsequent re-conveyance of the Grandfathered Parcel from a Grandfathered Person, such Grandfathered Parcel and the grantee of such re-conveyance shall no longer be exempt from the Age Restrictions and accordingly that Parcel and the grantee shall no longer be considered a Grandfathered Parcel or Grandfathered Person, respectively.

The following conveyances and re-conveyances shall not cause the loss of the exemption from the Age Restrictions: (a) by a co-Del Webb Naples Owner to any Person who was a co-Del Webb Naples Owner immediately prior to such conveyance; (b) to the Del Webb Naples Owner's estate, surviving spouse or child upon the death of the Del Webb Naples Owner; (c) to the Del Webb Naples Owner's trust or other entity in connection with the implementation of estate planning, provided upon the subsequent re-conveyance the exemption from the Age Restrictions shall be terminated; and (d) to a Mortgagee, the Del Webb Naples Community Association, a Del Webb Naples Neighborhood Association or the Master Association pursuant to a Final Judgment of Foreclosure or deed in lieu of foreclosure, provided upon the subsequent re-conveyance the exemption from the Age Restrictions shall be terminated.

The exemption for a Grandfathered Person and his Grandfathered Parcel from the Age Restrictions set forth in this Section 30 shall not be: (a) amended in a manner that is adverse to such

Grandfathered Person and his Grandfathered Parcels; or (b) terminated, without the prior written consent of such Grandfathered Person.

(b) Restrictions on Occupancy. Subject to the rights reserved to Del Webb Naples Developer for purposes of marketing and selling within Del Webb Naples, and excluding all "Grandfathered Persons" and "Grandfathered Parcels" (as those terms are defined above and in Article VIII of the Del Webb Naples Phase II Declaration) the Units within Del Webb Naples are intended for the housing of persons fifty-five (55) years of age or older. The provisions of this Article are intended to be consistent with, and are set forth in order to comply with the Florida and Federal Fair Housing Acts, including, without limitation, the Housing for Older Persons Act of 1995, any Federal and Florida regulations adopted thereto, and any related judicial decision as they may be amended from time to time (collectively, the "Fair Housing Requirements") allowing discrimination based on familial status. Del Webb Naples Developer and the Del Webb Naples Community Association, acting through the Del Webb Naples Board, shall have the power to amend this Section 30 and any related Del Webb Naples Rules and Regulations, without the consent of the Del Webb Naples Members or any Person (except Del Webb Naples Developer), for the purpose of maintaining these age restrictions consistent with the Fair Housing Requirements and to maintain the intent and enforceability of this Section 30 and any related Del Webb Naples Rules and Regulations.

(i) Each occupied Unit shall at all times be Occupied by at least one person fifty-five (55) years of age or older.

(ii) No persons under the age of nineteen (19) shall Occupy a Unit. No one under the age of nineteen (19) may reside in the Unit for more than ninety (90) days in any consecutive twelve (12) month period. Anyone under the age of nineteen (19) is allowed to visit the Unit, provided that someone nineteen (19) or older supervises the person at all times.

(iii) Nothing in this Section 30 and any related Del Webb Naples Rules and Regulations shall restrict the ownership of or transfer of title to any Parcel; provided, no Del Webb Naples Owner under the age of fifty-five (55) years of age may Occupy a Unit unless the requirements of this Section 30 and any related Del Webb Naples Rules and Regulations are met nor shall any Del Webb Naples Owner permit Occupancy of the Unit in violation of this Section 30 and any related Del Webb Naples Rules and Regulations.

(iv) Any Del Webb Naples Owner may request in writing that the Del Webb Naples Board make an exception to the requirements for an Age-Qualified Occupant with respect to a Unit, based on documented hardship. The Del Webb Naples Board may, but shall not be obligated to, grant exceptions in its sole discretion, provided that all of the requirements of the Fair Housing Requirements, would still be met.

(v) In the event of any change in Occupancy of any Unit, as a result of a transfer of title, a lease or sublease, a birth or death, change in marital status, vacancy, or otherwise, the Del Webb Naples Owner of the Unit shall immediately notify the Del Webb Naples Board in writing and provide to the Del Webb Naples Board the names and ages of all current occupants of the Unit and such other information as the Del Webb Naples Board may reasonably require to verify the age of each occupant required to comply with the Fair Housing Requirements. In the event that an Del Webb Naples Owner fails to notify the Del Webb Naples Board and provide all required information within ten (10) days after a change in occupancy occurs, the Del Webb Naples Community Association may exercise all remedies available under the Del Webb Naples Governing Documents and Florida law, regardless of whether the occupants continue to meet the above notification requirements.

(c) Monitoring Compliance: Appointment of Attorney-in-Fact. The Del Webb Naples Community Association shall be responsible for maintaining records to support and demonstrate compliance with the Fair Housing Requirements. The Del Webb Naples Board shall adopt policies and procedures at part of the Del Webb Naples Rules and Regulations to monitor and maintain compliance with this Section and the Fair Housing Requirements, including policies regarding visitors, updating of age records, the granting of exemptions to compliance, and enforcement. The Del Webb Naples Community Association shall periodically distribute such Del Webb Naples Rules and Regulations to the Del Webb Naples Owners and make copies available to Del Webb Naples Owners, their tenants and Mortgagees upon reasonable request.

(i) The Del Webb Naples Community Association may enforce this Section 30 and any related Del Webb Naples Rules and Regulations in any legal or equitable manner available, as the Del Webb Naples Board deems appropriate, including, without limitation, conducting a census of the occupants of Units, requiring that copies of birth certificates or other proof of age for one new Age-Qualified Occupant per Unit be provided to the Del Webb Naples Board on a periodic basis, and in its sole discretion, taking action to evict the occupants of any Unit who does not comply with the requirements and restrictions of this Section. The Del Webb Naples Community Association's records regarding individual occupants shall be maintained on a confidential basis and not provided except as legally required to governing authorities seeking to enforce the Fair Housing Requirements or as otherwise provided by the Act. Each Del Webb Naples Owner shall fully and truthfully respond to any Del Webb Naples Community Association request for information regarding the occupancy of his or her Unit which, in the Del Webb Naples Board's judgment, is reasonably necessary to monitor compliance with the Fair Housing Requirements. Each Del Webb Naples Owner hereby appoints the Del Webb Naples Community Association as its attorney-in-fact for the purpose of taking legal or equitable action to dispossess, evict, or otherwise remove the occupants of his or her Unit as necessary to enforce compliance. Failure to comply with the provisions of this Section 30 and any related Del Webb Naples Rules and Regulations may result in the Del Webb Naples Community Association exercising all remedies set forth in the Del Webb Naples Governing Documents and Florida law.

(ii) Each Del Webb Naples Owner shall be responsible for ensuring compliance of its Unit with the requirements and restrictions of this Section and the Del Webb Naples Rules and Regulations adopted hereunder, by the Del Webb Naples Owner and by his or her tenants and other occupants of its Unit. Each Del Webb Naples Owner, by acceptance of title to a Unit, agrees to indemnify, defend, and hold Del Webb Naples Developer and any affiliate, the Del Webb Naples Community Association, and all of their directors, officers and agents, harmless from any and all claims, losses, damages, and causes of action brought by the Del Webb Naples Owner, his or her tenants, family members, occupants and guests, which may arise from failure of such Del Webb Naples Owner's Unit to so comply. Such defense costs shall include, but not be limited to, attorney fees and costs.

(d) Sales by Del Webb Naples Developer. Notwithstanding the restrictions set forth in this Section 30 and any related Del Webb Naples Rules and Regulations, Del Webb Naples Developer reserves the right to sell Parcels and Units for occupancy to persons of any age; provided, such sales shall not affect Del Webb Naples's compliance with all Fair Housing Requirements under which Del Webb Naples may be developed and operated as an age-restricted community.

ARTICLE XV

Acquisition of Del Webb Naples Community Association Common Area

Section 1. Construction of Del Webb Naples Community Association Common Area. The Del Webb Naples Developer will initially construct, furnish and equip at its sole cost and expense the Del Webb Naples Community Association Common Area, including the Golf Facilities and Club Facilities, provided however, the Del Webb Naples Developer in its sole discretion may lease some or all of the furniture, fixtures and equipment required for the operation and/or maintenance of the Del Webb Naples Community Association Common Area, whether in its own name or in the name of the Del Webb Naples Community Association. The Del Webb Naples Community Association Common Area shall not be mortgaged or conveyed without approval of 2/3 of all Del Webb Naples Owners, but approval of the Del Webb Naples Owners shall not be required for a conveyance of Del Webb Naples Community Association Common Area from the Del Webb Naples Developer or a third party to the Del Webb Naples Community Association, or for a conveyance of Del Webb Naples Community Association Common Area from the Del Webb Naples Community Association to the District.

Section 2. Transfer of Del Webb Naples Community Association Common Area. The Del Webb Naples Developer agrees to convey, transfer, assign and deliver to the Del Webb Naples Community Association on or before the Del Webb Naples Turnover Date its interest in the Del Webb Naples Community Association Common Area, as the same exists on the date of conveyance. The conveyance of the Del Webb Naples Community Association Common Area, including the Golf Facilities and Club Facilities, shall be by Quit Claim Deed subject to this Del Webb Naples Declaration, zoning and other regulations imposed by governmental authorities, taxes for the year of the transfer and all subsequent years and any and all encumbrances, easements, dedications, agreements, licenses, restrictions, rights of way and other matters now or hereafter affecting title, except that the Del Webb Naples Community Association Common Area shall be conveyed free and clear of Mortgages or construction liens. The Del Webb Naples Community Association may be the lessee of certain personal property in the Del Webb Naples Community Association Common Area, and/or the Del Webb Naples Developer, as lessee under such leases, may assign to the Del Webb Naples Community Association its interest therein. Any of such leases or installment sales, or secured interests granted with respect to such personal property shall not be considered a Mortgage or lien. The Del Webb Naples Developer shall not provide the Del Webb Naples Community Association any survey or title insurance or abstract prior to conveyance of the Del Webb Naples Community Association Common Area. The Del Webb Naples Community Association shall pay all costs of closing the conveyance, including without limitation, documentary stamp tax and recording costs. The Del Webb Naples Developer shall not be required to formally tender or deliver the Quit Claim Deed to the Del Webb Naples Community Association before recordation.

Section 3. Operation of Del Webb Naples Community Association Common Area. Prior to the conveyance of all of the Del Webb Naples Community Association Common Area to the Del Webb Naples Community Association as provided above, the Del Webb Naples Community Association shall operate, maintain, repair and replace the Del Webb Naples Community Association Common Area, such operation maintenance, repair and replacement to be funded as provided in this Del Webb Naples Declaration.

Section 4. Use of Effluent on Del Webb Naples Community Association Common Area. The Del Webb Naples Community Association may use effluent to irrigate the golf course and other Del Webb Naples Community Association Common Area when and if such effluent becomes available to the Del Webb Naples Community Association. This effluent is produced as a by-product of sewage

treatment. This effluent may be combined with other water sources and sprayed on the golf course and other portions of the Del Webb Naples Community Association Common Area at Del Webb Naples as irrigation water. Treated effluent may be supplied to the project and if so, must be accepted by the Del Webb Naples Community Association pursuant to an established rate schedule. The Del Webb Naples Community Association, at its sole cost, may be required to provide full wet weather on-site storage facilities as either a tank or surface storage, consistent with the volume of treated effluent to be utilized.

ARTICLE XVI

Central Cable, Telecommunications, Intranet, Internet and Security Issues

Section 1. Bulk Rate Agreement. The Del Webb Naples Community Association may, but shall not be obligated to, enter into a bulk rate cable television, telecommunications, intranet, internet and/or electronic monitoring services agreement or agreements (referred to herein individually or collectively as a "Bulk Agreement") for all or a portion of Del Webb Naples. If a Bulk Agreement is entered into, all Units subject to the Bulk Agreement shall be charged for basic cable, intranet, Internet, electronic monitoring and other related telecommunication services, regardless of whether such services are desired. The fee for services under the Bulk Agreement shall be billed as part of a Del Webb Naples Community Association User Assessment. It is anticipated that if a Bulk Agreement for cable television and telecommunications is entered into by the Del Webb Naples Community Association, tier channels, remotes, pay channels and certain telecommunication services offered by the provider will be available on an individual optional subscriber basis.

Section 2. Disclaimer Regarding Security. DEL WEBB NAPLES DEVELOPER, THE DEL WEBB NAPLES COMMUNITY ASSOCIATION, THEIR SUCCESSORS OR ASSIGNS OR LICENSEES OR FRANCHISEES, MAY, BUT SHALL NOT BE OBLIGATED TO, MAINTAIN OR SUPPORT CERTAIN ACTIVITIES WITHIN DEL WEBB NAPLES DESIGNED TO ATTEMPT TO MAKE DEL WEBB NAPLES SAFER THAN THEY OTHERWISE MIGHT BE. NEITHER THE DEL WEBB NAPLES COMMUNITY ASSOCIATION NOR DEL WEBB NAPLES DEVELOPER, SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN DEL WEBB NAPLES, HOWEVER, AND NEITHER THE DEL WEBB NAPLES COMMUNITY ASSOCIATION NOR THE DEL WEBB NAPLES DEVELOPER, SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL DEL WEBB NAPLES OWNERS AND OCCUPANTS OF ANY PARCEL, TENANTS, GUESTS AND INVITEES OF ANY DEL WEBB NAPLES OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE DEL WEBB NAPLES COMMUNITY ASSOCIATION, ITS DEL WEBB NAPLES BOARD OF DIRECTORS, OFFICERS AND AGENTS AND DEL WEBB NAPLES DEVELOPER, DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION SYSTEM, OR OTHER SECURITY SYSTEM DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY THE DEL WEBB NAPLES DEVELOPER OR THE DEL WEBB NAPLES COMMUNITY ASSOCIATION MAY NOT BE COMPROMISED OR CIRCUMVENTED, THAT ANY FIRE PROTECTION OR OTHER SECURITY SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP, OR OTHERWISE, NOR THAT FIRE PROTECTION OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH DEL WEBB NAPLES OWNER AND OCCUPANT OF ANY UNIT, AND EACH TENANT, GUEST AND INVITEE OF A DEL WEBB NAPLES OWNER, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE DEL WEBB NAPLES COMMUNITY ASSOCIATION, ITS DEL WEBB NAPLES BOARD OF DIRECTORS, OFFICERS,

AGENTS, AND DEL WEBB NAPLES DEVELOPER, ARE NOT INSURERS AND THAT EACH DEL WEBB NAPLES OWNER AND OCCUPANT OF ANY PARCEL AND EACH TENANT, GUEST AND INVITEE OF ANY DEL WEBB NAPLES OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO PARCELS, UNITS AND TO THE CONTENTS OF UNITS AND FURTHER ACKNOWLEDGES THAT THE DEL WEBB NAPLES COMMUNITY ASSOCIATION, ITS DEL WEBB NAPLES BOARD OF DIRECTORS, OFFICERS, AGENTS, AND DEL WEBB NAPLES DEVELOPER, HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY DEL WEBB NAPLES OWNER, OCCUPANT, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN DEL WEBB NAPLES.

ARTICLE XVII

General Provisions/Amendments.

Section 1. Duration of Covenants. The covenants, conditions and restrictions of this Del Webb Naples Declaration shall run with and bind Del Webb Naples, and shall inure to the benefit of and be enforceable by the Del Webb Naples Community Association, the SFWMD, District, the Del Webb Naples Developer and any Del Webb Naples Owner, their respective legal representatives, heirs, successors and assigns, for an initial period to expire on the thirtieth (30th) anniversary of the date of recordation of the Del Webb Naples Declaration (as amended to that date by the Del Webb Naples Developer or the Del Webb Naples Members as provided elsewhere herein). Upon the expiration of the initial period, this Del Webb Naples Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited, with this Del Webb Naples Declaration being renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Del Webb Naples Declaration if during the last year of the initial period, or during the last year of any subsequent ten (10) year renewal period, ninety percent (90%) of the Del Webb Naples Members, at a duly held meeting, vote in favor of terminating this Del Webb Naples Declaration at the end of its then current term. It shall be required that written notice of any meeting at which such proposal will be considered, shall be given at least forty-five (45) days in advance of said meeting. If the Del Webb Naples Owners vote to terminate this Del Webb Naples Declaration, the President and Secretary of the Del Webb Naples Community Association shall execute a certificate which shall set forth the resolution of termination so adopted, the date of the meeting of the Del Webb Naples Community Association, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution. Said certificate shall be recorded in the Public Records of Collier County, Florida, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Del Webb Naples Declaration. However, nothing in this Del Webb Naples Declaration shall be construed to permit termination of any easement or dedication created in this Del Webb Naples Declaration without the consent of the holder of such easement or dedication. In the event of termination, dissolution or final liquidation of the Del Webb Naples Community Association, the responsibility for the operation and maintenance of Del Webb Naples, including any property or easements and related improvements that are dedicated to the Del Webb Naples Community Association by plat, shall be transferred to and accepted by an entity that is acceptable to any applicable governmental authorities, prior to such termination, dissolution or liquidation

Section 2. Proposal. Amendments to this Del Webb Naples Declaration may be proposed at any time by the Del Webb Naples Board of Directors or by written petition signed by Neighborhood Voting Representatives representing at least one-fourth (1/4) of the Del Webb Naples Members. If by petition, the proposed amendments must be submitted to a vote of the Del Webb Naples Members not later than the next annual meeting.

Section 3. Vote Required. Except as otherwise provided by law, or by specific provision of the Del Webb Naples Governing Documents, this Del Webb Naples Declaration may be amended: (a) prior to the Del Webb Naples Turnover Date, if the proposed amendment is approved by the Neighborhood Voting Representatives representing at least 2/3 of the Del Webb Naples Members; and (b) after the Del Webb Naples Turnover Date, by the Neighborhood Voting Representatives representing at least 2/3 of the Class "A" Del Webb Naples Members at any annual or special meeting, provided that the text of each proposed amendment has been given to the Del Webb Naples Members with notice of the meeting. In the event that the Del Webb Naples Developer and/or the Del Webb Naples Board of Directors determines that voting will be undertaken by Voting Groups, then an amendment that applies solely to that Voting Group must be approved by the Neighborhood Voting Representatives representing not less than 2/3 of the Members in that Voting Group. In addition, an amendment that applies solely to the Golf Members must be approved by at least 2/3 of the Golf Members. No amendment shall change any Parcel's share of liability for Del Webb Naples Assessments or any Del Webb Naples Owner's voting rights, unless the Del Webb Naples Community Association obtains the prior written consent and joinder, in recordable form, of all Del Webb Naples Owners and all holders of a lien against a Parcel.

Section 4. Certificate; Recording. A copy of each amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Del Webb Naples Declaration, which certificate shall identify the Book and Page (or instrument number) of the Public Records where the Del Webb Naples Declaration is recorded, and shall be executed by the President or Vice President of the Del Webb Naples Community Association with the formalities of a deed. The amendment shall be effective when the certificate is recorded in the Public Records of Collier County, Florida.

Section 5. Limitations on Amendments. Prior to the Del Webb Naples Turnover Date, no amendment adopted by the Del Webb Naples Owners shall be effective without the prior written consent and joinder of Del Webb Naples Developer, which consent may be denied in Del Webb Naples Developer's sole discretion. In addition, both prior to and subsequent to the Del Webb Naples Turnover Date, no amendment to the Del Webb Naples Governing Documents, or action taken or proposed to be taken by the Del Webb Naples Board of Directors shall be effective which alters the rights and privileges of Del Webb Naples Developer, a Mortgagee, the District or the SFWMD, unless such party shall first provide its written consent and joinder. Without limiting the generality of the foregoing, no amendment to the Del Webb Naples Governing Documents or action taken or proposed to be taken by the Del Webb Naples Board of Directors shall prevent the Del Webb Naples Developer from: doing on any property owned by it (or on the Del Webb Naples Community Association Common Area prior to the Del Webb Naples Turnover Date) whatever it determines to be necessary or desirable in connection with the development, marketing, sales and construction of improvements; altering its existing development scheme (it being understood that all models and sketches showing plans for future development may be modified by the Del Webb Naples Developer from time to time, without notice); nor shall any action taken or proposed to be taken by the Del Webb Naples Board of Directors: decrease the level of maintenance services of the Del Webb Naples Community Association performed by the Del Webb Naples Board of Directors immediately prior to the Del Webb Naples Turnover Date. It is expressly understood that the foregoing list is not to be deemed exhaustive. Any amendment proposed to the Del Webb Naples Governing Documents which would affect the Surface Water Management System, and any other conservation areas shall be submitted to the SFWMD for a determination of whether the amendment necessitates a modification of the SFWMD Permit. If a

modification is necessary, the District will so advise the permittee. Annexation of additional real property and subjecting same to this Del Webb Naples Declaration, dedication of Del Webb Naples Community Association Common Area to the Del Webb Naples Community Association and amendments to this Del Webb Naples Declaration requires approval from HUD/VA as long as there is a Class "B" Del Webb Naples Membership.

Section 6. Del Webb Naples Developer Amendment of Documents. In addition to any other right of amendment or modification provided for in this Del Webb Naples Declaration, the Del Webb Naples Developer, or any entity which succeeds to its position as the Del Webb Naples Developer, may, in its sole discretion, by an instrument filed of record prior to the Del Webb Naples Turnover Date, unilaterally modify, enlarge, amend, waive or add to the provisions of this Del Webb Naples Declaration or any of its recorded exhibits. Subsequent to the Del Webb Naples Turnover Date, the Del Webb Naples Developer may amend this Del Webb Naples Declaration in order to submit any additional real property within that specified in Exhibit "A" that was not previously subjected to the terms of this Del Webb Naples Declaration. Any amendment made pursuant to this paragraph may be made without notice to the Del Webb Naples Members or to any other entity.

Section 7. Easements for Utilities, Etc. There is hereby reserved unto the Del Webb Naples Developer, so long as the Del Webb Naples Developer owns any portion of Del Webb Naples, for itself and the Del Webb Naples Community Association, and the designees of each (which may include, without limitation, the District, Master Association and the County), easements upon, over, across, and under Del Webb Naples for ingress and egress; dispensing pesticides; installation, replacing, repairing, relocating, maintaining and monitoring roads, walkways, bicycles pathways, lakes, ponds, wetlands, drainage systems, street lights, signage and endangered species of animal and plants; provided, the exercise of this easement shall not unreasonably interfere with the use of any Unit and, except in an emergency, entry into any Unit shall be made only after reasonable notice to the Member or occupant thereof. The Master Developer and Del Webb Naples Developer, on behalf of themselves, the District, SFWMD or any other assignee, specifically reserve the right to draw water from lakes and the Master Association may, to the extent permits are available, recharge the lakes. All use of water as described above shall be without payment to the Master Association. The foregoing right to draw water from lakes shall cease at such time as Del Webb Naples is served by a centralized irrigation system. The Master Association may own the centralized irrigation system and purchase reclaimed/reuse water from Ave Maria Utility Company, LLLP. The appropriate water and sewer authority, electric utility company, telephone company, the Del Webb Naples Developer and its affiliates, and their successors and assigns shall have easements as shown on the plats of Del Webb Naples for the installation and maintenance, all underground, of all water lines, sanitary sewers, storm drains, electric, telephone and cable television, electronic monitoring, community antenna and security systems, if any. This Section shall not limit the use of the utility easements described on the plats of Del Webb Naples. Del Webb Naples Developer hereby reserves the right and the power, so long as Del Webb Naples Developer owns any real property within the land described in Exhibit "A" to declare, grant and record additional easements for drainage facilities, sanitary sewer lines, potable and irrigation water lines, storm sewers, gas and electric lines, communication lines, cable television lines and such other service facilities as Del Webb Naples Developer may deem necessary. Said easements and the rights granted shall not be inconsistent with the then existing improvements on the applicable portions of the Parcels, Del Webb Naples Community Association Common Areas, Exclusive Del Webb Naples Community Association Common Areas and the Common Areas or Common Elements of any Del Webb Naples Neighborhood Association. Each Parcel and Unit is subject to a permanent easement in favor of adjoining or adjacent Parcels and Units for lateral and subjacent support. Notwithstanding anything to the contrary contained in this Section, no utilities may be installed or relocated on Del Webb Naples, except as may be approved by the Del Webb Naples Board of Directors, Del Webb Naples Developer, and by the holder of any utility easement, or as

otherwise authorized by any dedication or reservation referenced on any plat of Del Webb Naples or by recorded instrument.

Should any entity furnishing a service covered by a general easement herein provided request a specific non-exclusive easement by separate recordable document, the Del Webb Naples Developer and Del Webb Naples Board of Directors shall have the right to grant such easement over Del Webb Naples without conflicting with any of the terms hereof. The easements provided for in this Article shall in no way adversely affect any other recorded easement on Del Webb Naples.

Section 8. Public Easements. Fire, police, mail, health and sanitation, park maintenance and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across Del Webb Naples.

Section 9. Easement for Golf Balls. Every Parcel is burdened with an easement permitting golf balls hit from the Golf Facilities inadvertently to come upon the Parcel and for golfers at reasonable times and in a reasonable manner to come upon the Parcel to retrieve errant golf balls.

Section 10. Easement for Drainage. Each Parcel is burdened with an easement for flow and drainage of water across and over the Parcel. No Del Webb Naples Owner or Del Webb Naples Neighborhood Association shall take any action to stop, divert, impede or otherwise change or alter the direction or flow of water across or over the Del Webb Naples Owner's Parcel or a Del Webb Naples Neighborhood Common Area.

Section 11. Assumption of Risk and Indemnification. Each Del Webb Naples Owner by his acquisition of a Parcel in the vicinity of the Golf Facilities hereby expressly assumes the risk of noise, personal injury or property damage caused by maintenance and operation of the Golf Facilities, including, without limitation: (a) noise from maintenance equipment and it being specifically understood that such maintenance typically takes place around sunrise or sunset, (b) noise caused by golfers, (c) use of pesticides, herbicides and fertilizers, (d) view restrictions caused by maturation of trees and shrubbery, (e) reduction in privacy caused by golf traffic on the golf course or the removal or pruning of shrubbery or trees on the Golf Facilities, (f) errant golf balls and golf clubs; (g) relocation of tee boxes and greens and design of the Golf Facilities. Each Del Webb Naples Owner agrees that neither Del Webb Naples Developer, Del Webb Naples Community Association nor any other entity managing the Golf Facilities, nor any of their respective affiliates, directors, officers or agents shall be liable to Del Webb Naples Owner or any other person claiming any loss of damage, including, without limitation, indirect, special or consequential loss or damage arising from personal injury, destruction of property, trespass, loss of enjoyment or any other alleged wrong or entitlement to remedy based upon, due to, arising from or otherwise related to the proximity of Del Webb Naples Owner's Parcel to the Golf Facilities, including, without limitation, any claim arising in whole or in part from the negligence of Del Webb Naples Developer, Del Webb Naples Community Association or any other entity managing the Golf Facilities, nor of any of their affiliates, directors, officers or agents. The Del Webb Naples Owner hereby agrees to indemnify and hold harmless Del Webb Naples Developer, Del Webb Naples Community Association and any other entity managing the Golf Facilities and any of their affiliates, directors, officers and agents against any and all claims by Del Webb Naples Owner's visitors, tenants and others occupying the Unit.

EACH DEL WEBB NAPLES OWNER ACKNOWLEDGES THAT NEITHER DEL WEBB NAPLES DEVELOPER, DEL WEBB NAPLES COMMUNITY ASSOCIATION, MASTER ASSOCIATION, DISTRICT, ANY DEL WEBB NAPLES NEIGHBORHOOD ASSOCIATION, THE ARC, NOR ANY PERSON ACTING ON BEHALF OF ANY OF THE FOREGOING, HAS MADE OR IS AUTHORIZED TO MAKE, ANY REPRESENTATION OR COMMITMENT THAT ANY VIEW

OR LINE OF SIGHT SHALL BE PRESERVED, PROTECTED OR REMAIN UNOBSTRUCTED, AND THERE ARE NO EXPRESS OR IMPLIED EASEMENTS FOR VIEW PURPOSES APPURTENANT TO ANY PARCEL.

Section 12. Conservation Easements. Del Webb Naples Developer as a part of permit approval, may provide a conservation easement to the Del Webb Naples Community Association and/or the County or other governmental or quasi-governmental agency over specified parts of Del Webb Naples which easement shall restrict and control human activities within such areas for the protection of wildlife and valuable habitat.

Section 13. Severability. Invalidation shall in no way affect any other provisions, which shall remain in full force and effect.

Section 14. Use of the Term "Del Webb Naples or Logo". No Person shall use the term "Del Webb Naples", any derivative thereof or the "Del Webb Naples" logo in any printed or promotional material without the prior written consent of the Del Webb Naples Developer and Master Developer. However, Del Webb Naples Members may use the term "Del Webb Naples" in printed or promotional matter where such term is used solely to specify that their particular Unit is located within Del Webb Naples. The Del Webb Naples Community Association shall be entitled to use the term "Del Webb Naples" in its name and the logo as may otherwise be provided in a separate license agreement with the Del Webb Naples Developer and Master Developer.

Section 15. Notice of Transfer of Parcel. In the event that any Del Webb Naples Owner desires to sell or otherwise transfer title of his or her Parcel, such Del Webb Naples Owner shall give the Del Webb Naples Board of Directors at least twenty (20) days' prior written notice of the name and address of the purchaser or transferee, the date on which such transfer of title is to take place, and such other information as the Del Webb Naples Board of Directors may reasonably require. Until such written notice is received by the Del Webb Naples Board of Directors and any overdue Del Webb Naples Assessments are paid in full, the transferor shall remain jointly and severally liable with the transferee for all obligations of the Del Webb Naples Owner of the Parcel, including payment of all Del Webb Naples Assessments, notwithstanding the transfer of title to the Parcel. The Del Webb Naples Owner of a Parcel shall be responsible for providing copies of the Del Webb Naples Governing Documents to the transferee. Satisfaction of the requirements of this Section 15 does not relieve a Del Webb Naples Owner from compliance with Article XVII, Section 13 of the Master Association Declaration.

Section 16. Conflict Between this Del Webb Naples Declaration and Del Webb Naples Neighborhood Documents. In the event of any conflict between the terms of Del Webb Naples Governing Documents and any Del Webb Naples Neighborhood Documents, the Del Webb Naples Governing Documents shall control.

Section 17. Construction. The provisions of this Del Webb Naples Declaration shall be liberally interpreted and construed to provide maximum flexibility consistent with Del Webb Naples Developer's general plan for development of Del Webb Naples and the purposes set forth herein.

ARTICLE XVIII

Mortgage Provisions

The following provisions are for the benefit of holders of first Mortgages on Parcels within Del Webb Naples. The provisions of this Article apply to both this Del Webb Naples Declaration and to the Del Webb Naples Bylaws notwithstanding any other provisions contained therein.

Section 1. Notice of Action. A first Mortgagee who provides written request to the Del Webb Naples Community Association (such request to state the name and address of such holder, insurer, or guarantor and the Unit number, therefore becoming an "Eligible Holder"), will be entitled to timely written notice of (a) any condemnation loss or any casualty loss which affects a material portion of Del Webb Naples or which affects any Parcel on which there is a first Mortgage held, insured, or guaranteed by such Eligible Holder; (b) any delinquency in the payment of Del Webb Naples Assessments or charges owed by a Del Webb Naples Owner of a Parcel subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first Mortgage, upon request, is entitled to written notice from the Del Webb Naples Community Association of any default in the performance by a Del Webb Naples Owner of any obligation under the Del Webb Naples Governing Documents which is not cured within sixty (60) days; (c) any lapse, cancellation, or material modification of any insurance policy maintained by the Del Webb Naples Community Association; or (d) any proposed action which would require the consent of a specified percentage of Eligible Holders.

Section 2. Notice to Del Webb Naples Community Association. Upon request, each Del Webb Naples Owner shall be obligated to furnish to the Del Webb Naples Community Association the name and address of the holder of any Mortgage encumbering such Del Webb Naples Owner's Parcel.

Section 3. Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Del Webb Naples Board of Directors to respond to or consent to any action shall be deemed to have approved such action if the Del Webb Naples Community Association does not receive a written response from the Mortgagee within thirty (30) days of the date of mailing of the Del Webb Naples Community Association's request. Provided, however, that no Mortgagee shall be required to collect any delinquent Del Webb Naples Assessments charged against a particular Parcel.

ARTICLE XIX

Enforcement of Del Webb Naples Governing Documents

Every Del Webb Naples Owner and the Del Webb Naples Owner's family members, tenants, guests and invitees shall at all times comply with all the covenants, conditions and restrictions of the Del Webb Naples Governing Documents. A Del Webb Naples Owner shall be liable for the actions of his family members, tenants, guests and invitees. Violations of the Del Webb Naples Governing Documents shall be reported to the Del Webb Naples Community Association, preferably in writing. Before undertaking any remedial, disciplinary or enforcement action against a person alleged to be in violation, the Del Webb Naples Community Association (except in the case of an emergency) shall give the alleged violator written notice of the alleged violation, and the violator shall be given a reasonable opportunity to cure the violation. Disagreements concerning violations, including, without limitation, disagreements regarding the proper interpretation and effect of the Del Webb Naples Governing Documents, shall be presented to and

determined by the Del Webb Naples Board of Directors, whose interpretation of the Del Webb Naples Governing Documents and/or whose remedial action shall control. If any Person subject to the Del Webb Naples Governing Documents fails to abide by them, as they are interpreted by the Del Webb Naples Board of Directors, the Del Webb Naples Community Association and the Del Webb Naples Owners shall have the ability to take any action to compel compliance as set forth below. This Article XIX shall also apply to the enforcement of any restrictive covenant applicable to a Neighborhood whose Neighborhood Association has merged with and into the Del Webb Naples Community Association.

Section 1. Legal Action. Judicial enforcement of the covenants and restrictions shall be by any proceeding at law or in equity, or both against any Person violating or attempting to violate any covenant or restriction, to restrain violation and/or to recover damages, or legal proceedings against the Parcel to enforce any lien created by these covenants; and failure by the Del Webb Naples Community Association or any Del Webb Naples Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If such action is instituted by the Del Webb Naples Community Association or by a Del Webb Naples Owner, the prevailing party shall, in addition to obtaining injunctive relief and/or damages, be entitled to recover its costs and attorney's fees incurred in enforcing the Del Webb Naples Governing Documents, including those on appeal. Pursuant to Section 720.311 of the Act, at any time after the filing of a complaint in a court of competent jurisdiction, relating to a dispute under the Act, the court may order that the parties enter mediation or arbitration procedures. Certain disputes must be submitted to dispute resolution procedures conducted by the Division of Florida Land Sales, Condominiums and Mobile Homes ("Division") as more particularly set forth in Section 720.311 of the Act.

Section 2. Entry by Del Webb Naples Community Association. Violation of any conditions or restrictions, or breach of any covenant, herein contained or in any of the Del Webb Naples Governing Documents, shall also give the Del Webb Naples Developer, its successors and assigns, and/or the Del Webb Naples Community Association and their authorized agents, in addition to all other remedies, the right to enter upon the Parcel where such violation or breach exists and in the event of an emergency, summarily abate and remove, at the expense of the Del Webb Naples Owner, any construction or other violation that may be or exist thereon. The Del Webb Naples Developer, its successors and assigns and/or the Del Webb Naples Community Association, and their authorized agents shall not thereby become liable in any manner for trespass, abatement or removal.

Section 3. Fines. The Del Webb Naples Board of Directors, with the approval of a committee of Del Webb Naples Owners as required by Section 720.305 of the Act, may impose a fine or fines against a Parcel for failure of the Del Webb Naples Owner, his family, guests, invitees, tenants, or agents of any of the foregoing, to comply with any covenant, restriction, rule, or regulation contained herein or promulgated pursuant to the Del Webb Naples Governing Documents, according to the procedures set forth in the Del Webb Naples Bylaws.

Section 4. Consensus for Del Webb Naples Community Association Litigation. Except as provided in this Section, subsequent to the Del Webb Naples Turnover Date, the Del Webb Naples Community Association shall not commence a judicial proceeding without the approval of those Neighborhood Voting Representatives representing at least seventy-five percent (75%) of the Class "A" Del Webb Naples Members. This Section shall not apply, however, to: (a) actions brought by the Del Webb Naples Community Association to enforce the Del Webb Naples Governing Documents or seeking a declaratory statement (including, without limitation, the collections of Del Webb Naples Assessments and foreclosure of liens); (b) proceedings involving challenges to ad valorem taxation; (c) actions brought by the Del Webb Naples Community Association against any vendor, invitee, Del Webb Naples Owner, tenant or guest relating to personal injury, property damage or a contractual dispute not involving the interpretation or

enforcement of this Del Webb Naples Declaration; and (d) counterclaims brought by the Del Webb Naples Community Association in proceedings instituted against it. This Section shall not be amended unless such amendment is approved by the percentage of votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 5. Alternative Method for Resolving Claims against the Del Webb Naples Developer, Etc. In any dispute (“Claim”) between any of the following parties: the Del Webb Naples Community Association or a Del Webb Naples Neighborhood Association, or any Del Webb Naples Owner, tenant, guest or invitee; against any of the following parties: the Del Webb Naples Developer or its directors, officers, agents and employees, or any directors, officers, agents and employees of the Del Webb Naples Community Association appointed or hired prior to the Del Webb Naples Turnover Date; mediation and then mandatory, binding arbitration shall apply. The procedures set forth in subsections (a) through (e) below shall apply to a Claim, except in the case of: a Claim alleging a construction defect brought against the Del Webb Naples Developer by the Del Webb Naples Community Association or a Del Webb Naples Neighborhood Association that is governed by Chapter 558, Florida Statutes, in which case the procedures set forth in subsections (a) through (e) shall be modified as described in subsection (g); and a Claim that must be mediated before the Department of Business and Professional Regulation pursuant to the Act. Unless modified in the preceding sentence, the alternate dispute resolution method required by this Section shall be the following:

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

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

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

(c) If the mediation results in an impasse, then either party shall have ten (10) additional days in which to submit the Claim to final and binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association (“AAA”), in the case of a construction defect claim, or the Arbitration Rules of the AAA for other types of claims, or, in the event that jurisdiction of the

Federal Courts is established, the Federal Arbitration Act (Title 9 of the United States Code). If not timely submitted to arbitration or if the Claimant does not appear for the arbitration hearing, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to any person other than the Claimant. This subsection (c) is an agreement to arbitrate and is specifically enforceable under Chapter 682, Florida Statutes. The arbitration award shall be final and binding, and judgment may be entered upon it in any court of competent jurisdiction to the fullest extent permitted under the laws of the State of Florida.

(d) In any dispute under this Section 5, the parties shall share the mediator's fees and costs associated with mediation. In the case of arbitration, the prevailing party shall be entitled to judgment for its reasonable attorney's fees and costs incurred and the arbitrator's fee shall be paid in accordance with the applicable arbitration rules.

(e) If the parties agree to a resolution of any Claim through negotiation, mediation or arbitration under this Section 5, and any party thereafter fails to abide by the terms of such agreement, or if any party fails to comply with an arbitrator's final order, then any other party may file suit in a court of competent jurisdiction to enforce such agreement or final order without the need to again comply with the procedures set forth above. In such event, the party taking action to enforce the agreement or final order shall be entitled to recover from the non-complying party (or if more than one (1) non-complying party, jointly and severally), all costs incurred in enforcing such agreement or final order, including, without limitation, reasonable attorney's fees and costs.

(f) This Section 5 shall not apply to a Claim concerning the purchase and sale and/or construction of a Parcel or Unit. Those disputes shall be governed by the provisions of any purchase and sale agreement, construction agreement or other contract.

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

ARTICLE XX

Ave Maria Stewardship Community District

Section 1. Creation of District. Master Developer has caused the District to be created pursuant to a special act charter created and approved by the Florida Legislature in Chapter 2004-461, Laws of Florida. Del Webb Naples is within and subject to the jurisdiction of the District. The District is governed and operated by its Board of Supervisors. There are 5 members of the Board of Supervisors, each of whom serves a 4 year term and until a successor is chosen and qualifies. The Board of Supervisors shall employ and fix the compensation of a District Manager, who shall have charge and supervision of the works of the District, and shall be responsible for preserving and maintaining any improvement or equipment owned by the District, and for the performance of such other duties as may be prescribed by the Board of Supervisors. The District Manager may hire or otherwise employ and terminate the employment of such other persons,

including without limitation, professionals, supervisory and clerical employees, as may be necessary and authorized by the Board of Supervisors.

Section 2. Purpose of District. The District is a limited, single and specialize purpose independent district, created to provide community development systems, facilities, services, projects, improvements and infrastructure within Ave Maria, which may include, without limitation, recreational facilities, water management and control facilities, reclamation and reuse, or any combination thereof, water and sewer systems, wastewater management, irrigation, streets and roadways, bridges, culverts, street lighting and related facilities, transportation, conservation areas, mitigation areas, wildlife habitat facilities, control of mosquitoes and other arthropods, parks and indoor and outdoor recreation, cultural and education facilities, waste collection and disposal, fire prevention and control, and security (collectively, the "Infrastructure").

Section 3. Powers of District. The District is vested with certain general and special powers in connection with the ownership, maintenance and operation of the District Property, and may but is not obligated to delegate certain of said powers to the Master Association and/or other delegates. The District is empowered to enter into contracts for the use of the Infrastructure and with respect to the services, systems and facilities furnished or to be furnished by the District. The District is authorized to borrow money and issue bonds, certificates, warrants, notes or other evidence of indebtedness to finance the Infrastructure, and to levy taxes and assessments in connection with repayment of said indebtedness. The taxes and/or assessments will be set annually by the Board of Supervisors, and are in addition to County and other taxes and other assessments provided for by law. These fees, rates, charges, taxes and assessments will either appear on the annual real estate tax bill for each property located within and subject to the jurisdiction of the District, in which case they will be payable directly to the County Tax Collector, or will appear on a separate invoice issued by the District to each property owner. All taxes of the District shall constitute a lien upon all property within Ave Maria.

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

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

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Del Webb Naples Developer does hereby execute this Amended and Restated Del Webb Naples Declaration of Covenants, Conditions and Restrictions through its undersigned, duly authorized officer, on the day and year set forth below.

In the Presence of:

PULTE HOME CORPORATION, a Michigan corporation authorized to do business in the State of Florida

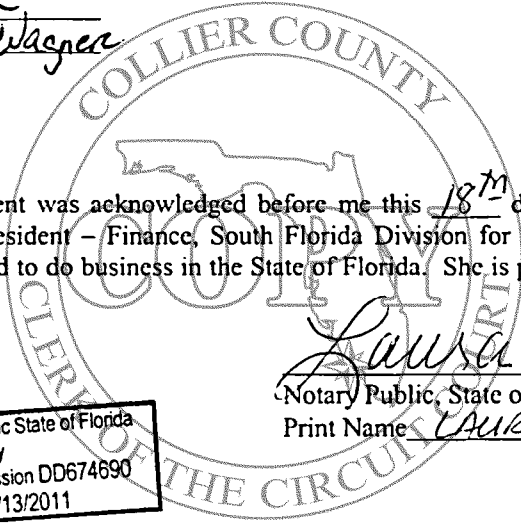
Laura A. Ray
Printed name: LAURA A. RAY

Barbara A. Wagner
Printed name: Barbara A. Wagner

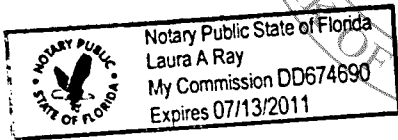
By: *Margaret Schunko*
Margaret Schunko
Its: Vice President – Finance, South Florida Division

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 18th day of OCTOBER, 2010, by Margaret Schunko, as Vice President – Finance, South Florida Division for Pulte Home Corporation, a Michigan corporation authorized to do business in the State of Florida. She is personally known to me and did take an oath.



Laura A. Ray
Notary Public, State of Florida
Print Name LAURA A. RAY



CONSENT AND JOINDER TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DEL WEBB NAPLES

DIVOSTA HOMES, L.P., ("DiVosta"), does hereby consent to and join in the recording of the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions for Del Webb Naples ("Del Webb Naples Declaration") recorded by PULTE HOME CORPORATION in the Public Records of Collier County, Florida. The execution and recordation of this Consent and Joinder is solely for the purpose of permitting real property owned by DiVosta to be subjected to the terms and conditions of the Del Webb Naples Declaration. DiVosta is not, nor shall it be deemed, the "Del Webb Naples Developer" as that term is defined in Article II, Section 17 of the Del Webb Naples Declaration.

IN WITNESS WHEREOF, DiVosta Homes, L.P. has executed this Consent and Joinder effective as of the day and year written below.

Witnesses:

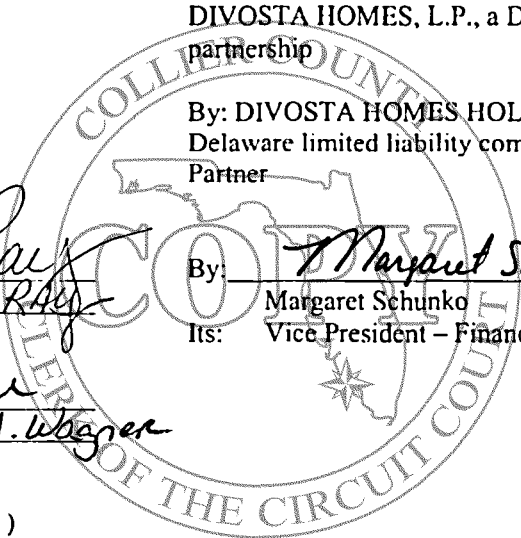
DIVOSTA HOMES, L.P., a Delaware limited partnership

By: DIVOSTA HOMES HOLDINGS, L.L.C, a Delaware limited liability company, its General Partner

Laura A. Ray
Witness Name: LAURA A. RAY

By: *Margaret Schunko*
Margaret Schunko
Its: Vice President - Finance, South Florida Division

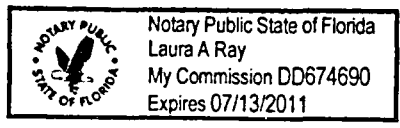
Barbara A. Wagner
Witness Name: Barbara A. Wagner



STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 18th day of OCTOBER, 2010, by Margaret Schunko, as Vice President - Finance, South Florida Division, of DiVosta Homes Holdings, LLC, a Delaware limited liability company, as General Partner of DiVosta Homes, L.P., a Delaware limited partnerships, on behalf of said limited liability company and limited partnership. She is personally known to me.

Laura A. Ray
NOTARY PUBLIC
Name: LAURA A. RAY
(type or print)
My Commission Expires: 7/13/2011



LIST OF EXHIBITS

Exhibit	<u>Description</u>
A-1	Del Webb Naples Initial Property Legal Description
A	Legal Description for Land that May Ultimately become subject to the Del Webb Naples Declaration
B	Del Webb Naples Amended and Restated Articles of Incorporation
C	Del Webb Naples Amended and Restated Bylaws

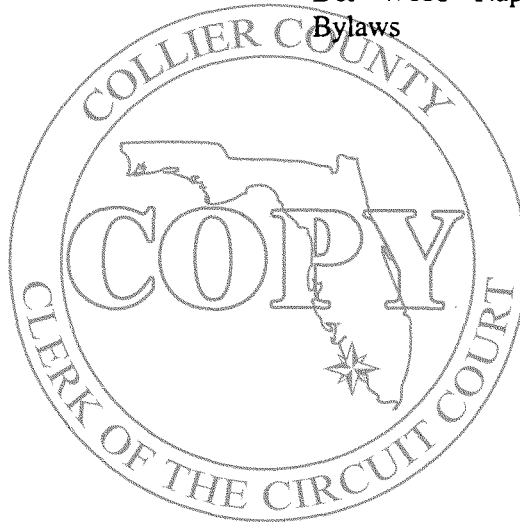


EXHIBIT "A-1"

The following described real property, situated, lying and being in Collier County, Florida, to wit:

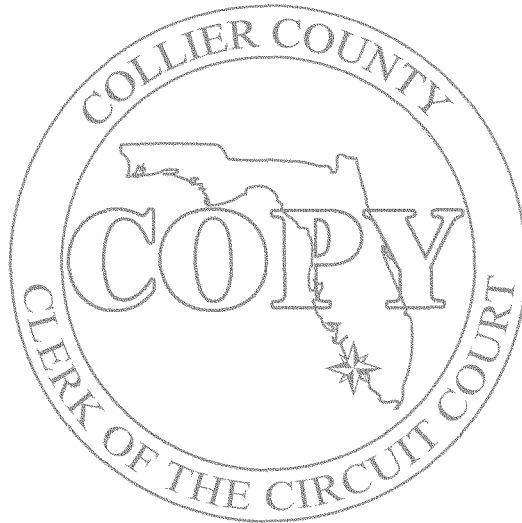
1. The real property legally described in O.R. Book 4112, Pages 481-496, Public Records of Collier County, Florida.
2. The real property legally described in O.R. Book 4112, Pages 362-366, Public Records of Collier County, Florida.



EXHIBIT "A"

The following described real property, situated, lying and being in Collier County, Florida, to wit:

1. The real property legally described in O.R. Book 4112, Pages 477-480, Public Records of Collier County, Florida.
2. The real property legally described in O.R. Book 4112, Pages 358-361, Public Records of Collier County, Florida.





August 31, 2010

FLORIDA DEPARTMENT OF STATE
Division of Corporations

DEL WEBB NAPLES COMMUNITY ASSOCIATION, INC.
6005 ANTHEM PARKWAY
AVE MARIA, FL 34142-9727

Re: Document Number N06000003965

The Amended and Restated Articles of Incorporation for DEL WEBB AT AVE MARIA COMMUNITY ASSOCIATION, INC. which changed its name to DEL WEBB NAPLES COMMUNITY ASSOCIATION, INC., a Florida corporation, were filed on August 27, 2010.

The certification you requested is enclosed. To be official, the certificate for a certified copy must be attached to the original document that was electronically submitted under FAX audit number H10000192150.

Should you have any questions concerning this matter, please telephone (850) 245-6050, the Amendment Filing Section.

Tina Roberts
Regulatory Specialist II
Division of Corporations

Letter Number: 910A00020832

Exhibit " B "

State of Florida



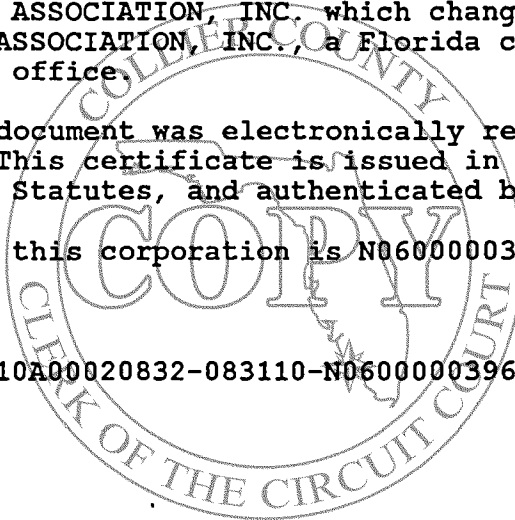
Department of State

I certify the attached is a true and correct copy of the Amended and Restated Articles of Incorporation, filed on August 27, 2010, for DEL WEBB AT AVE MARIA COMMUNITY ASSOCIATION, INC. which changed its name to DEL WEBB NAPLES COMMUNITY ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H10000192150. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below

The document number of this corporation is N06000003965.

Authentication Code: 910A00020832-083110-N06000003965-1/1



Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Thirty-first day of August, 2010



Dawn K. Roberts
Dawn K. Roberts
Secretary of State

H10000192150 3

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: Del Webb at Ave Maria Community Association, Inc.

DOCUMENT NUMBER: N06000003965

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Steven M. Falk, Esq.

(Name of Contact Person)

Roetzel & Andress, LPA

(Firm/ Company)

850 Park Shore Drive, Suite 300

(Address)

Naples, FL 34103

(City/ State and Zip Code)

E-mail address: (to be used for future annual report notification)



For further information concerning this matter, please call:

Steven M. Falk, Esq. at (239) 649-6200
(Name of Contact Person) (Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount made payable to the Florida Department of State:

- \$35 Filing Fee
- \$43.75 Filing Fee & Certificate of Status
- \$43.75 Filing Fee & Certified Copy (Additional copy is enclosed)
- \$52.50 Filing Fee Certificate of Status Certified Copy (Additional Copy is enclosed)

Mailing Address
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

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Articles of Amendment
to
Articles of Incorporation
of

Del Webb at Ave Maria Community Association, Inc.

(Name of Corporation as currently filed with the Florida Dept. of State)

N06000003965

(Document Number of Corporation (if known))

Pursuant to the provisions of section 617.1006, Florida Statutes, this *Florida Not For Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

A. If amending name, enter the new name of the corporation:

Del Webb Naples Community Association, Inc.

The new name must be distinguishable and contain the word "corporation" or "incorporated" or the abbreviation "Corp." or " Inc." "Company" or "Co." may not be used in the name.

B. Enter new principal office address, if applicable:

(Principal office address **MUST BE A STREET ADDRESS**)

C. Enter new mailing address, if applicable:

(Mailing address **MAY BE A POST OFFICE BOX**)

6005 Anthem Parkway

Ave Maria, FL 34142-9727

D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:

Name of New Registered Agent:

New Registered Office Address:

_____ (Florida street address)

_____, Florida
(City) (Zip Code)

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

Signature of New Registered Agent, if changing

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The date of each amendment(s) adoption: 8/26/10
(date of adoption is required)

Effective date if applicable: _____
(no more than 90 days after amendment file date)

Adoption of Amendment(s) **(CHECK ONE)**

- The amendment(s) was/were adopted by the members and the number of votes cast for the amendment(s) was/were sufficient for approval.
- There are no members or members entitled to vote on the amendment(s). The amendment(s) was/were adopted by the board of directors.

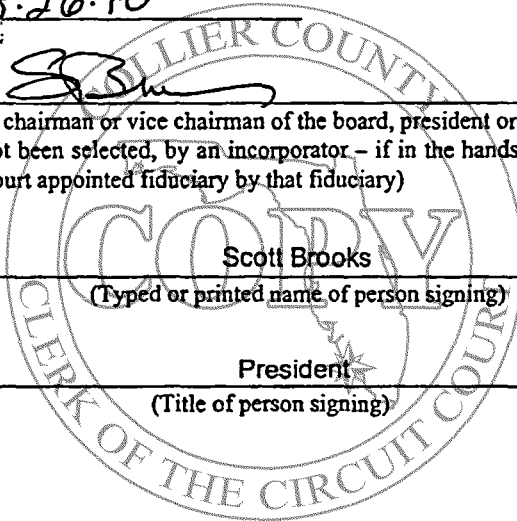
Dated 8.26.10

Signature 

(By the chairman or vice chairman of the board, president or other officer-if directors have not been selected, by an incorporator - if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

Scott Brooks
(Typed or printed name of person signing)

President
(Title of person signing)



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Ex. "A"

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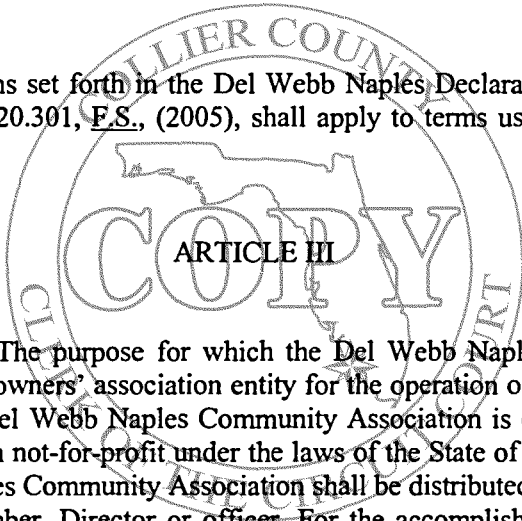
**DEL WEBB NAPLES COMMUNITY ASSOCIATION, INC.
AMENDED AND RESTATED ARTICLES OF INCORPORATION**

ARTICLE I

NAME: The name of the corporation, herein called the "Del Webb Naples Community Association", is Del Webb Naples Community Association, Inc., and its address is c/o Pulte Home Corporation, 9240 Estero Park Commons Blvd, Estero, FL 33928.

ARTICLE II

DEFINITIONS: The definitions set forth in the Del Webb Naples Declaration of Covenants, Conditions and Restrictions and Section 720.301, F.S., (2005), shall apply to terms used in these Del Webb Naples Articles.



ARTICLE III

PURPOSE AND POWERS: The purpose for which the Del Webb Naples Community Association is organized is to provide a homeowners' association entity for the operation of Del Webb Naples, located in Collier County, Florida. The Del Webb Naples Community Association is organized and shall exist on a non-stock basis as a corporation not-for-profit under the laws of the State of Florida, and no portion of any earnings of the Del Webb Naples Community Association shall be distributed or inure to the private benefit of any Del Webb Naples Member, Director or officer. For the accomplishment of its purposes, the Del Webb Naples Community Association shall have all of the common law and statutory powers and duties of a corporation not-for-profit under Chapter 617, F.S. and of a homeowners' association under Chapter 720, F.S., except as expressly limited or modified by the Del Webb Naples Governing Documents and it shall have all of the powers and duties reasonably necessary to operate Del Webb Naples pursuant to the Del Webb Naples Governing Documents as they may hereafter be amended, including but not limited to the following:

(A) To make and collect assessments against members of the Del Webb Naples Community Association to defray the costs, expenses and losses of the Del Webb Naples Community Association, and to use the funds in the exercise of its powers and duties.

(B) To protect, maintain, repair, replace and operate the Del Webb Naples Community Association property.

(C) To purchase insurance for the protection of the Del Webb Naples Community Association and the Del Webb Naples Members.

(D) To repair and reconstruct improvements after casualty, and to make further improvements of the Del Webb Naples Community Association property.

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(E) To make, amend and enforce reasonable rules and regulations as set forth in the Del Webb Naples Governing Documents.

(F) To approve or disapprove the transfer, leasing and occupancy of Parcels as may be provided in the Del Webb Naples Governing Documents.

(G) To enforce the provisions of the laws of the State of Florida that are applicable to Del Webb Naples and the Del Webb Naples Governing Documents.

(H) To contract for the management and maintenance of Del Webb Naples and the Del Webb Naples Community Association property, and any property or easements and related improvements that are dedicated to the Del Webb Naples Community Association by plat, and to delegate any powers and duties of the Del Webb Naples Community Association in connection therewith except such as are specifically required by law or by the Del Webb Naples Governing Documents to be exercised by the Del Webb Naples Board of Directors or the Del Webb Naples Members.

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

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

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

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

(M) To sue and be sued.

(N) To maintain and operate the portions of the Surface Water Management System located within Del Webb Naples, unless the same is the responsibility of Ave Maria Master Association, Inc. or Ave Maria Stewardship Community District.

All funds and the title to all property acquired by the Del Webb Naples Community Association shall be held for the benefit of the Del Webb Naples Members in accordance with the provisions of the Del Webb Naples Governing Documents. In the event of termination, dissolution or final liquidation of the Del Webb Naples Community Association, the responsibility for the operation and maintenance of Del Webb Naples, including any property or easements and related improvements that are dedicated to the Del Webb Naples Community Association by plat, shall be transferred to and accepted by an entity that is acceptable to any applicable governmental authorities, prior to such termination, dissolution or liquidation. Annexation of additional properties, mergers and consolidations, mortgaging of Del Webb Naples Community Association Common Area and dissolution of the Del Webb Naples Community Association requires prior written approval of the Department of Housing and Urban Development and the Veterans Administration ("HUD/VA") as long as there is a Class "B" Del Webb Naples Membership.

ARTICLE IV

MEMBERSHIP:

(A) The Del Webb Naples Members of the Del Webb Naples Community Association shall be the record owners of a fee simple interest in one or more Parcels. Class "A" Del Webb Naples Members are

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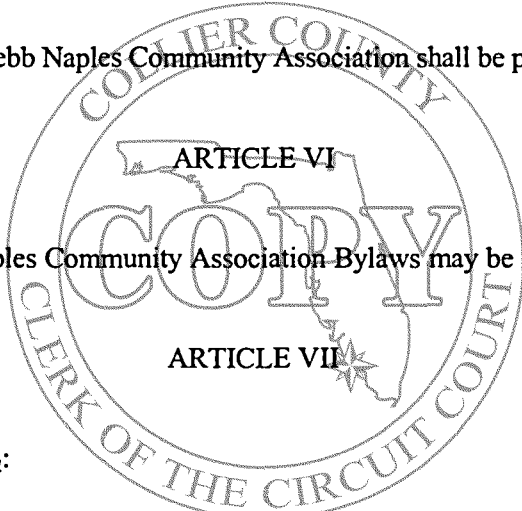
all owners other than Del Webb Naples Developer. The Class "B" Del Webb Naples Member is the Del Webb Naples Developer as further provided in the Del Webb Naples Declaration and the Del Webb Naples Bylaws.

(B) The share of a Del Webb Naples Member in the funds and assets of the Del Webb Naples Community Association cannot be assigned or transferred in any manner except as an appurtenance to his Parcel.

(C) Except as otherwise provided in the Del Webb Naples Declaration and Del Webb Naples Bylaws with respect to the Class "B" Del Webb Naples Member, the owners of each Parcel, collectively, shall be entitled to one (1) vote in Del Webb Naples Community Association matters. The manner of exercising voting rights shall be as set forth in the Del Webb Naples Declaration and the Del Webb Naples Bylaws.

ARTICLE V

TERM: The term of the Del Webb Naples Community Association shall be perpetual.



BYLAWS: The Del Webb Naples Community Association Bylaws may be altered, amended, or rescinded in the manner provided therein.

ARTICLE VI

DIRECTORS AND OFFICERS:

(A) The affairs of the Del Webb Naples Community Association shall be administered by a Del Webb Naples Board of Directors consisting of the number of Directors determined by the Del Webb Naples Bylaws, but not less than three (3) Directors, and in the absence of such determination shall consist of three (3) Directors.

(B) Directors of the Del Webb Naples Community Association shall initially be appointed by and shall serve at the pleasure of the Del Webb Naples Developer, and following transition shall be elected by the members in the manner determined by the Del Webb Naples Bylaws. Directors may be removed and vacancies on the Del Webb Naples Board of Directors shall be filled in the manner provided by the Del Webb Naples Bylaws.

(C) The business of the Del Webb Naples Community Association shall be conducted by the officers as designated by the Del Webb Naples Board of Directors. The officers shall be elected each year by the Del Webb Naples Board of Directors at its first meeting after the annual meeting of the Del Webb Naples Members, and they shall serve at the pleasure of the Del Webb Naples Board of Directors.

ARTICLE VII

AMENDMENTS: Amendments to these Del Webb Naples Articles shall be proposed and adopted in the following manner:

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(A) Proposal. Amendments to these Del Webb Naples Articles may be proposed by a majority of the Del Webb Naples Board of Directors or, after the Del Webb Naples Turnover Date, by either the Del Webb Naples Board of Directors or by a written petition to the Del Webb Naples Board of Directors, signed by Neighborhood Voting Representatives representing at least 1/4 of the Del Webb Naples Members.

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

(C) Vote Required. Amendments to these Del Webb Naples Articles shall be adopted by the Del Webb Naples Board of Directors. However, subsequent to the Del Webb Naples Turnover Date, a proposed amendment shall be adopted if it is approved by the Neighborhood Voting Representatives representing at least 2/3 of the Class "A" Del Webb Naples Members at any annual or special meeting called for the purpose. As long as Del Webb Naples Developer owns a Parcel, an amendment to the Del Webb Naples Articles of Incorporation shall not be effective without the prior written consent of Del Webb Naples Developer, which consent may be denied in Del Webb Naples Developer's discretion, provided, further, that regardless of whether Del Webb Naples Developer owns a Parcel, no amendment shall be effective if it affects the Del Webb Naples Developer's rights or alters any provision made for the Del Webb Naples Developer's benefit. Amendment of these Del Webb Naples Articles requires prior written approval of HUD/VA as long as there is a Class "B" Del Webb Naples Membership. In the event that the Del Webb Naples Developer and/or the Del Webb Naples Board of Directors determines that voting will be undertaken by Voting Groups, then an amendment that applies solely to that Voting Group must be approved by the Neighborhood Voting Representatives, representing 2/3 of the Del Webb Naples Members in that particular Voting Group.

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

ARTICLE IX

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

(A) Willful misconduct or a conscious disregard for the best interests of the Del Webb Naples Community Association, in a proceeding by or in the right of the Del Webb Naples Community Association to procure a judgment in its favor.

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

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

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

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**AMENDED AND RESTATED BYLAWS
FOR
DEL WEBB NAPLES COMMUNITY ASSOCIATION, INC.**

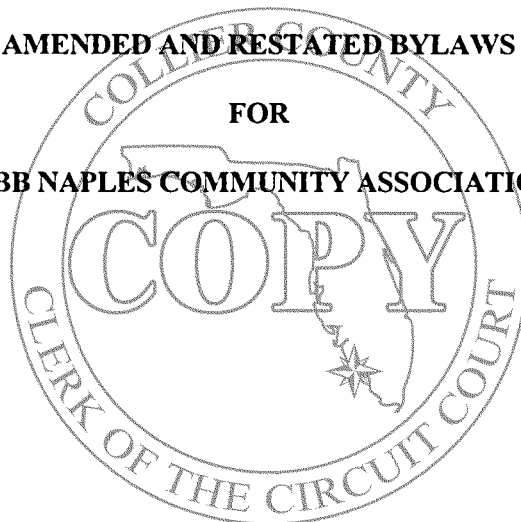


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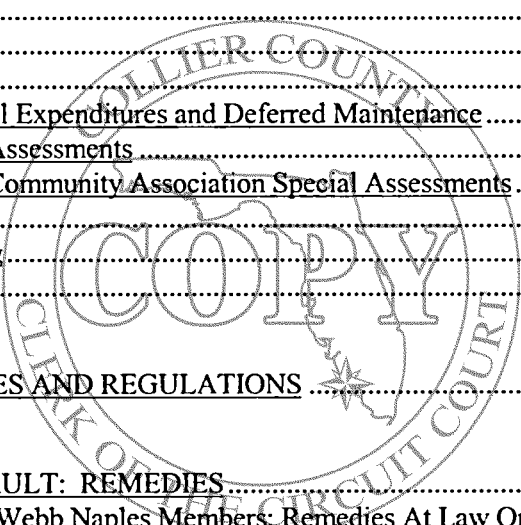
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AMENDED AND RESTATED BYLAWS OF
DEL WEBB NAPLES COMMUNITY ASSOCIATION , INC.

1. **GENERAL:** These are the Amended and Restated Bylaws of Del Webb Naples Community Association, Inc. ("Del Webb Naples Community Association "), a corporation not-for-profit organized under the laws of Florida for the purpose of operating Del Webb Naples pursuant to Chapter 617, Florida Statutes, the Florida Not-For-Profit Corporations Act, and Chapter 720, Florida Statutes, Homeowners Associations (the "Act"). These Amended and Restated Bylaws shall also be referred to herein as the "Del Webb Naples Bylaws".

1.1 **Principal Office.** The principal office of the Del Webb Naples Community Association is c/o Pulte Home Corporation, 9240 Estero Park Commons Boulevard, Estero, FL 33928.

1.2 **Seal.** The seal of the Del Webb Naples Community Association shall be inscribed with the name of the Del Webb Naples Community Association, the year of its organization, and the words "Florida" and "not-for-profit." The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the corporation where a seal may be required.

1.3 **Definitions.** The definitions set forth in the Del Webb Naples Declaration and the Act, with particular reference to Sec 720.301, F.S., (2005), shall apply to terms used in these Del Webb Naples Bylaws.

2. DEL WEBB NAPLES MEMBERS:

2.1 **Qualifications.** The Del Webb Naples Members of the Del Webb Naples Community Association shall be the record Del Webb Naples Owners of legal title to the Parcels in Del Webb Naples (except as expressly stated to the contrary herein, the terms "Parcels" and "Units" shall be utilized interchangeably). In the case of a Parcel subject to an agreement for deed, the purchaser in possession shall be deemed the Del Webb Naples Owner of the Parcel for purposes of determining voting and use rights. Del Webb Naples Membership shall become effective upon the occurrence of the last to occur of the following events.

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

B. Approval by the Del Webb Naples Board of Directors as may be provided for in the Del Webb Naples Declaration.

C. Delivery to the Del Webb Naples Community Association of a copy of the recorded deed or other instrument evidencing title.

D. Delivery to the Del Webb Naples Community Association, if required, of a written designation of the "immediate family" or 2 individuals (and their children under 21 years of age or

college/university student), as more particularly described in Article III of the Del Webb Naples Declaration.

2.2 Voting Interest. The Class "A" Del Webb Naples Members are entitled to one (1) vote for each Parcel owned by them, and, with the exception of elections of directors, such vote shall be cast on their behalf by the applicable "Neighborhood Voting Representative", which shall be that person designated by a Neighborhood to cast the votes of the Class "A" Del Webb Naples Members for that Neighborhood. The total number of Class "A" Del Webb Naples votes shall not exceed the total number of Parcels subject to the Del Webb Naples Declaration. The Class "B" Del Webb Naples Member shall be entitled to a number of votes equal to the total number of Parcels owned by the Class "A" Del Webb Naples Members plus one (1) vote; provided that subsequent to the Del Webb Naples Turnover Date, as defined in Article II, Section 28 of the Del Webb Naples Declaration, the Class "B" Del Webb Naples Member (who shall become a Class "A" Del Webb Naples Member) shall be entitled to one (1) vote for each Parcel it owns, which votes shall be cast by the Del Webb Naples Developer, and not by a Neighborhood Voting Representative.

The Neighborhood Voting Representative for a Del Webb Naples Neighborhood that does not have a Del Webb Naples Neighborhood Association shall be the person described in Section 4.14 herein.

With respect to a Del Webb Naples Neighborhood that has a Del Webb Naples Neighborhood Association, the President of each Del Webb Naples Neighborhood Association shall serve as the Neighborhood Voting Representative and the Vice President shall serve as the Alternate Neighborhood Voting Representative. In the event that either the President or Vice President of a Del Webb Naples Neighborhood Association cannot attend a meeting of the Neighborhood Voting Representatives, and they do not wish to vote by proxy, then the board of directors of the applicable Del Webb Naples Neighborhood Association shall provide the Del Webb Naples Community Association with a written designation of another member of the Del Webb Naples Neighborhood Association's board of directors who shall act as the Alternate Neighborhood Voting Representative for that meeting. Prior to transition of majority control of a Del Webb Naples Neighborhood Association's board of directors, the Del Webb Naples Developer shall act as the Neighborhood Voting Representative.

Votes of the Class "A" Del Webb Naples Members shall be cast on their behalf by the Neighborhood Voting Representatives in one (1) of two (2) alternate methods, in the discretion of the Neighborhood Voting Representative for that Del Webb Naples Neighborhood: (a) "in a block"; or (b) "as cast" (however, if a vote or poll of the Del Webb Naples Owners in a Del Webb Naples Neighborhood occurs, then the Neighborhood Voting Representative shall be entitled to vote, in his or her discretion, on behalf of all Del Webb Naples Owners in that Del Webb Naples Neighborhood who did not vote either in favor or opposed.) "In a block" shall mean, for example, that if a Del Webb Naples Neighborhood has 40 Units, then the Neighborhood Voting Representative is authorized to vote all 40 Units in favor or opposed to the item to be voted upon, without conducting a poll or formal vote of the Class "A" Del Webb Naples Members in that Del Webb Naples Neighborhood. "As cast" shall mean that the Neighborhood Voting Representative shall cast the votes in exactly the same manner as the Class "A" Del Webb Naples Members have voted at the Del Webb Naples Neighborhood level, whether by "poll" or by a formal proxy vote at a Del Webb Naples Neighborhood Association meeting. For example, if a Del Webb Naples Neighborhood has 40 Units and 32 Units vote in favor and 8 units vote opposed to an item submitted to a membership vote, then the Neighborhood Voting Representative shall be obligated to vote 32 in favor and 8 opposed. If in that

same Del Webb Naples Neighborhood, 32 Units vote in favor and 8 Units do not cast any vote, then the Neighborhood Voting Representative shall have the discretion to cast all 40 votes in favor.

Del Webb Naples Developer shall have a number of votes for matters submitted to a vote of the Golf Members equal to the number of golf memberships owned by the Class "A" Del Webb Naples Members, plus one (1) vote. However, subsequent to the Del Webb Naples Turnover Date, Del Webb Naples Developer shall be entitled to cast one (1) vote for each golf membership that has not been issued to Del Webb Naples Owners other than Del Webb Naples Developer. Subsequent to the Del Webb Naples Turnover Date, on matters other than the election of the Golf Directors, votes of the Golf Members other than Del Webb Naples Developer shall be cast by the Golf Directors (in that case, the Golf Directors shall be referred to as the Golf Member Voting Representatives"), who may vote in one (1) of two (2) alternate methods, in the discretion of the Golf Directors: "in a block"; or (b) "as cast", in the same manner as if they were Neighborhood Voting Representatives voting on behalf of Class "A" Del Webb Naples Members. If a vote of the Golf Members occurs on a matter other than the election of Golf Directors and the Golf Member Voting Representatives wish to vote "as cast", the Golf Members other than Del Webb Naples Developer shall vote by non-secret ballot without the need for a meeting of the Golf Members or a formal proxy vote. Regardless of the voting method used, Del Webb Naples Developer shall have the right to directly cast votes for its golf memberships and not through the Golf Member Voting Representatives.

Votes of the Del Webb Naples Members on Master Association matters shall be cast by the Del Webb Naples Developer, acting as the "Community Voting Representative" (as set forth in Section 2.2 of the Master Association Bylaws). Subsequent to the Del Webb Naples Turnover Date, the President of the Del Webb Naples Community Association shall serve as the Community Voting Representative. The Community Voting Representative shall vote on behalf of the Del Webb Naples Members "as cast". "As cast" shall mean that the Community Voting Representative shall cast the votes in exactly the same manner as the Del Webb Naples Members have voted at the Del Webb Naples Community Association level, whether by "poll" or by a formal proxy vote at a Del Webb Naples Community Association meeting.

2.3 Approval or Disapproval of Matters. Except for the election of directors, whenever the decision or approval of the Del Webb Naples Owner of a Parcel is required upon any matter, whether or not the subject of a Del Webb Naples Community Association meeting, such decision or approval may be expressed by the Neighborhood Voting Representative. Class "A" Del Webb Naples Members shall be allocated a vote on Del Webb Naples Community Association matters, as exercised by their Neighborhood Voting Representatives, only when a Del Webb Naples Membership vote is expressly required by the Del Webb Naples Governing Documents or the Act.

2.4 Change of Del Webb Naples Membership. A change of Del Webb Naples Membership shall be established as provided in 2.1 above. At that time, the Del Webb Naples Membership of the prior Del Webb Naples Owner shall be terminated automatically.

2.5 Termination of Del Webb Naples Membership. The termination of Del Webb Naples Membership does not relieve or release any former Del Webb Naples Member from liability or obligation incurred under or in any way connected with Del Webb Naples during the period of his Del Webb Naples Membership, nor does it impair any rights or remedies which the Del Webb Naples Community Association may have against any former Del Webb Naples Member arising out of or in any way connected with such ownership and

membership and the covenants and obligations incident thereto.

3. DEL WEBB NAPLES MEMBERS' MEETINGS: VOTING:

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

3.2 Special Del Webb Naples Members' Meetings; Participating in Any Del Webb Naples Members' Meeting. Other than the annual meeting, there shall not be any meetings of the Del Webb Naples Members unless authorized by the Del Webb Naples Board of Directors. Special Del Webb Naples Members' meetings must be held whenever called by a majority of the Directors. The business at any special meeting shall be limited to the items specified in the notice of meeting. A Del Webb Naples Member shall have the right to speak or participate in discussions at a Del Webb Naples Members' meeting, subject to reasonable restrictions imposed by the Del Webb Naples Board of Directors in accordance with the Act.

3.3 Notice of Meetings; Waiver of Notice. Notice of all Del Webb Naples Members' meetings must state the time, date, and place of the meeting, and include an agenda for the meeting. The Del Webb Naples Member is responsible for providing the Del Webb Naples Community Association with notice of any change of address. The Notice of Meeting must be mailed, hand-delivered or electronically transmitted to each Del Webb Naples Member at the address which appears on the books of the Del Webb Naples Community Association, at least fourteen (14) days before the meeting. An affidavit of the officer or other person making such mailing shall be retained in the Del Webb Naples Community Association records as proof of mailing. Attendance at any meeting by a Del Webb Naples Member constitutes waiver of notice by that Del Webb Naples Member unless the Del Webb Naples Member objects to the lack of notice at the beginning of the meeting. A Del Webb Naples Member may waive notice of any meeting at any time by written waiver. All Class "A" Del Webb Naples Members shall be entitled to attend Del Webb Naples Membership meetings but, with the exception of the election of the Directors at the Del Webb Naples Turnover Meeting and all subsequent elections, all votes shall be cast by the Neighborhood Voting Representative for each Del Webb Naples Neighborhood Association. Notice to the Del Webb Naples Members, as applicable, of meetings of the Del Webb Naples Board of Directors, meetings of a committee requiring notice in the same manner as meetings of the Del Webb Naples Board of Directors, and annual and special meetings of the Del Webb Naples Members, may be electronically transmitted in the manner set forth in Section 617.0141, Florida Statutes (except as limited by Chapter 720, Florida Statutes and these Del Webb Naples Bylaws). Notice by electronic transmission is effective: when actually transmitted by facsimile telecommunication, if correctly directed to a number at which the Del Webb Naples Member has consented to receive notice; when actually transmitted by electronic mail, if correctly directed to an electronic mail address at which the Del Webb Naples Member has consented to receive notice. Notice is also effective when posted on an electronic network that the Del Webb Naples Member has consented to consult, upon the later of: such correct posting; or the giving of a separate notice to the Del Webb Naples Member of the fact of such specific posting; or when correctly transmitted to the Del Webb Naples Member, if by any other form of electronic transmission consented to by the Del Webb Naples Member to whom notice is given. Consent by a Del Webb Naples Member to receive notice by electronic transmission shall be revocable by the Del Webb Naples Member by written notice to the Del Webb Naples

Community Association. Any such consent shall be deemed revoked if: the Del Webb Naples Community Association is unable to deliver by electronic transmission two (2) consecutive notices given by the Del Webb Naples Community Association in accordance with such consent; and such inability becomes known to the Secretary, Assistant Secretary or other authorized person responsible for the giving of notice. However, the inadvertent failure to treat such inability as a revocation does not invalidate any meeting or other action. The Del Webb Naples Member is responsible for providing the Del Webb Naples Community Association with notice of any change of mailing address, facsimile number or electronic mail address. To the extent that a Del Webb Naples Member has provided the Del Webb Naples Community Association with a facsimile number or electronic mail address and consented to receive notices by electronic transmission, such information shall be considered an "official record" until the Del Webb Naples Member has revoked his consent. However, the Del Webb Naples Community Association is not liable for an erroneous disclosure of electronic mail address or facsimile number. As used in these Del Webb Naples Bylaws, the term "electronic transmission" means any form of communication, not directly involving the physical transmission or transfer of paper, which creates a record that may be retained, retrieved, and reviewed by a recipient thereof and which may be directly reproduced in a comprehensible and legible paper form by such recipient through an automated process. Examples of electronic transmission include, but are not limited to, telegrams, facsimile transmission of images, and text that is sent via electronic mail between computers. An affidavit of the Secretary, an Assistant Secretary, or other authorized agent of the Del Webb Naples Community Association that the notice has been given by a form of electronic transmission is, in the absence of fraud, prima facie evidence of the facts stated in the notice.

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

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

3.6 Proxy Voting. To the extent lawful, any Neighborhood Voting Representative entitled to attend and vote at a Del Webb Naples Members' meeting may establish his presence and cast his vote by proxy. A proxy shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting, and no proxy is valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, signed by the person authorized to cast the votes, specify the date, time and place of the meeting for which it is given, and the original must be delivered to the Secretary by the appointed time of the meeting or adjournment thereof. The designated proxyholder must be an officer of the Del Webb Naples Community Association, or a Class "A" Del Webb Naples Member from that particular Del Webb Naples Neighborhood. No proxy shall be valid if it names more than one (1) person as the holder of the proxy, but the holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy.

3.7 Adjourned Meetings. Any duly called meeting of the Del Webb Naples Members may be adjourned to be reconvened at a specific later time by vote of the Neighborhood Voting Representatives representing a majority of the Del Webb Naples Owners present in person or by proxy, regardless of whether a quorum has been attained. When a meeting is adjourned it shall not be necessary to give notice to all Del Webb Naples Members of the time and place of its continuance. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted at the continuance, provided a quorum is then present, in person or by proxy.

3.8 Order of Business. The order of business at Del Webb Naples Members' meetings shall be substantially as follows:

- A. Call of the roll or determination of quorum.
- B. Reading or disposal of minutes of the last Del Webb Naples Members meeting
- C. Reports of Officers
- D. Reports of Committees
- E. Unfinished Business
- F. New Business
- G. Adjournment

3.9 Minutes. Minutes of all meetings of Del Webb Naples Members and of the Del Webb Naples Board of Directors shall be kept in a businesslike manner and available for inspection by Del Webb Naples Members, Neighborhood Voting Representatives and Directors at reasonable times and for a period of seven (7) years after the meeting. Minutes must be maintained in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon for each director present at a Del Webb Naples Board of Directors meeting must be recorded in the minutes.

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

4. DEL WEBB NAPLES BOARD OF DIRECTORS: The administration of the affairs of the Del Webb Naples Community Association shall be by the Del Webb Naples Board of Directors. All powers and duties granted to the Del Webb Naples Community Association by law, as modified and explained in the Del Webb Naples Governing Documents, shall be exercised by the Del Webb Naples Board of Directors, subject to approval or consent of the Del Webb Naples Members only when such is specifically required.

4.1 Number and Terms of Service. The number of Directors which shall constitute the whole Del Webb Naples Board of Directors shall initially be three (3). The initial Directors shall be appointed by and shall serve at the pleasure of the Del Webb Naples Developer and shall serve for one (1) year terms. Prior to the Del Webb Naples Turnover Date, the Del Webb Naples Developer may increase the size of the Del Webb Naples Board of Directors to five (5) and permit two (2) non-Del Webb Naples Developer Directors

to be appointed by the Neighborhood Voting Representatives to serve one (1) year terms. but such terms shall not extend past the Del Webb Naples Turnover Date. However, the Del Webb Naples Developer's appointees shall retain three (3) seats. At the Del Webb Naples Turnover Meeting, the Del Webb Naples Board of Directors shall be increased to nine (9) seats. Five (5) Social Directors shall be elected by the Social Members who are not also Golf Members, and Four (4) Golf Directors shall be elected by the Golf Members. In addition, staggered terms shall be implemented at the Del Webb Naples Turnover Meeting, by having two (2) Social Directors and two (2) Golf Directors elected to initial two (2) year terms; and three (3) Social Directors and two Golf (2) Directors elected to initial one (1) year terms. In the case of tie votes, or in the event the number of candidates does not exceed the number of available seats, the Social Directors who are elected shall decide among themselves who shall serve the longer terms, and the Golf Directors who are elected shall decide among themselves who shall serve the longer terms. Notwithstanding the foregoing, if Del Webb Naples Developer holds for sale in the ordinary course of business at least five percent (5%) of the Parcels in all phases of Del Webb Naples, it shall have the authority to unilaterally elect one (1) Director (a Social Director or a Golf Director, in its discretion), and that Director shall serve a one (1) year term. In the event that the Del Webb Naples Turnover Date does not occur at the annual meeting, the initial terms shall extend until the annual meeting following the date when the initial terms would otherwise have expired. Thereafter, all Directors shall serve two (2) year terms, with the exception of a Director that is unilaterally elected by the Del Webb Naples Developer, who shall serve a one (1) year term. At and subsequent to the Del Webb Naples Turnover Meeting, five (5) seats on the Del Webb Naples Board of Directors shall always be held by Social Directors. A Director's term will end at the annual election at which his successor is to be duly elected, unless he sooner resigns, or is recalled as provided in 4.4 below. At and subsequent to the Del Webb Naples Turnover Meeting, all Directors shall be elected by secret ballot in the manner set forth in Section 720.306(8)(b) of the Act.

4.2 Qualifications. Directors appointed by the Del Webb Naples Developer need not be Del Webb Naples Members. Social Directors must be Social Members (or the spouse of such a Social Member) and Golf Directors must be Golf Members (or the spouse of a Golf Member). If a golf membership or a social membership or Parcel is owned by a corporation, partnership, limited liability company or trust, any officer, director, partner, member, managing member or trustee, or any spouse of such person, shall be eligible to be a Director.

4.3 Vacancies on the Del Webb Naples Board of Directors. If the office of any Director becomes vacant for any reason, other than removal (recall) by the Del Webb Naples Members as set forth in Section 4.4 below, a majority of the remaining Directors (both Social Directors and Golf Directors), though less than a quorum, shall promptly choose a successor to serve until the next Annual Meeting, except that vacancies of all Directors appointed by the Del Webb Naples Developer shall likewise be filled by the Del Webb Naples Developer. If the Del Webb Naples Community Association fails to fill vacancies on the Del Webb Naples Board of Directors sufficient to constitute a quorum, or if no Director remains on the Del Webb Naples Board of Directors, the vacancy may be filled by the Del Webb Naples Members (via a special meeting of the Del Webb Naples Membership) or any Del Webb Naples Member may apply to the Circuit Court for the appointment of a receiver to manage the Del Webb Naples Community Association's affairs, in the manner provided by Florida law. If a vacancy is filled by the Del Webb Naples Members, then the Social Members who are not also Golf Members shall elect the new Social Directors and the Golf Members shall elect the new Golf Directors.

4.4 Removal of Directors. Except for Directors appointed by the Del Webb Naples Developer, any or all Social Directors may be removed with or without cause by a majority vote of the Social Members who are not also Golf Members, either by a written petition, or at any meeting called for that purpose, in the manner required by Section 720.303(10) of the Act. Except for Directors appointed by the Del Webb Naples Developer, any or all Golf Directors may be removed with or without cause by a majority vote of the Golf Members, either by a written petition, or at any meeting called for that purpose, in the manner required by Section 720.303(10) of the Act.

4.5 Organizational Meeting. The organizational meeting of a new Del Webb Naples Board of Directors shall be held within ten (10) days after the election. The organizational meeting may be held immediately following the election, in which case notice of the meeting may be effectuated by the Del Webb Naples Board of Directors existing prior to the election.

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

4.7 Notice to Del Webb Naples Owners. A meeting of the Del Webb Naples Board of Directors occurs whenever a quorum of the Del Webb Naples Board of Directors gathers to conduct Del Webb Naples Community Association business. All meetings of the Del Webb Naples Board of Directors shall be open to Del Webb Naples Members except for meetings between the Del Webb Naples Board of Directors and its attorney to discuss proposed or pending litigation or personnel matters. Notices of all Del Webb Naples Board of Directors meetings shall be posted conspicuously in Del Webb Naples for at least forty-eight (48) continuous hours in advance of each Del Webb Naples Board of Directors meeting, except in an emergency. Notice of a Del Webb Naples Board of Directors meeting or committee meeting requiring notice may be provided by electronic transmission to those Del Webb Naples Members who have consented to receiving notice by electronic transmission. In the event of an emergency meeting, any action taken shall be noticed and ratified at the next regular meeting of the Del Webb Naples Board of Directors. In the alternative to the posting requirements discussed above, notice of each Del Webb Naples Board of Directors meeting must be mailed or delivered to each Del Webb Naples Member at least seven (7) days before the meeting, except in an emergency. A Del Webb Naples Assessment may not be levied at a Del Webb Naples Board of Directors meeting unless the notice of the meeting includes a statement that Del Webb Naples Assessments will be considered and the nature of the Del Webb Naples Assessments. Del Webb Naples Members have the right to speak, for at least three (3) minutes, on any matter that is placed on the Del Webb Naples Board of Directors meeting agenda by petition of the Del Webb Naples Membership pursuant to Section 720.303(2)(d) of the Act. The Del Webb Naples Community Association may adopt reasonable, written rules expanding the rights of Del Webb Naples Members to speak and governing the frequency, duration, and other manner of Del Webb Naples Member statements, (including a sign-up sheet requirement), which rules must be consistent with the minimum requirements of Section 720.303(2)(b) of the Act.

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

4.9 Quorum of Directors. A quorum at a Del Webb Naples Board of Directors meeting shall exist when at least a majority of all Directors are present at a duly called meeting. Directors may participate in any meeting of the Del Webb Naples Board of Directors, by a conference telephone call or similar communicative arrangement whereby all persons present can hear all other persons. Participation by such means shall be deemed equivalent to presence in person at a meeting.

4.10 Vote Required. The acts approved by a majority of those Directors present and voting at a meeting at which a quorum exists shall constitute the acts of the Del Webb Naples Board of Directors, except when approval by a greater number of Directors is required by the Del Webb Naples Governing Documents or by applicable statutes. Directors may not vote by proxy or by secret ballot at Del Webb Naples Board of Directors meetings, except that secret ballots may be used in the election of officers.

4.11 Adjourned Meetings. The majority of the Directors present at any meeting of the Del Webb Naples Board of Directors, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a specific time and date.

4.12 The Presiding Officer. The President of the Del Webb Naples Community Association, or in his absence, the Vice-President, shall be the presiding officer at all meetings of the Del Webb Naples Board of Directors. If neither is present, the presiding officer shall be selected by majority vote of the Directors present.

4.13 Compensation of Directors and Officers. Neither Directors nor officers shall receive compensation for their services as such. Directors and officers may be reimbursed for all actual and proper out-of-pocket expenses relating to the proper discharge of their respective duties.

4.14 Committees. The Del Webb Naples Board of Directors may appoint from time to time such standing or temporary committees as the Del Webb Naples Board of Directors deem necessary and convenient for the efficient and effective operation of the Del Webb Naples Community Association. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee. If required by law, committee meetings shall be open to attendance by any Del Webb Naples Member, and notice of committee meetings shall be posted in the same manner as required in Section 4.7 above for Del Webb Naples Board of Directors meetings, except for such committee meetings between the committee and its attorney with respect to: proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege; or personnel matters. As of the date these Del Webb Naples Bylaws have been adopted, pursuant to Section 720.303(2) of the Act, the requirements of Section 4.7 shall apply to any committee meeting when the committee makes a final decision regarding the expenditure of Del Webb Naples Community Association funds, and to meetings of the Architectural Review Committee, unless the meeting is exempted by the Act, as described in the preceding sentence.

In addition to any other committees appointed as provided above, there shall be a Del Webb Naples Neighborhood Committee for each Del Webb Naples Neighborhood that is not subject to the jurisdiction and management of a Del Webb Naples Neighborhood Association. Such Del Webb Naples Neighborhood Committees shall consist of three (3) members; provided, however, by vote of at least fifty (50%) percent of the Del Webb Naples Owners within that Del Webb Naples Neighborhood this number may be increased to five (5). The Del Webb Naples Board shall call for the first election of Del Webb

Naples Neighborhood Committee members not later than ninety (90) days after 90% of the Parcels in that Del Webb Naples Neighborhood have been conveyed to Del Webb Naples Owners other than the Developer. The members of each Del Webb Naples Neighborhood Committee shall be elected by the vote of Del Webb Naples Owners within that Del Webb Naples Neighborhood at any annual meeting of such Del Webb Naples Owners at which the Del Webb Naples Owners within that Del Webb Naples Neighborhood holding at least thirty percent (30%) of the total votes of Parcels in that Del Webb Naples Neighborhood are represented, in person or by proxy. The candidate for each position on a Del Webb Naples Neighborhood Committee who receives the greatest number of votes shall be elected to serve a term of one (1) year and until a successor is elected. Any Del Webb Naples Owner of a Parcel in the Del Webb Naples Neighborhood may submit a nomination for election or declare himself a candidate in accordance with procedures which the Del Webb Naples Board may establish. Any Director elected to the Del Webb Naples Board of Directors from that Del Webb Naples Neighborhood shall be an ex officio member of that Del Webb Naples Neighborhood Committee. It shall be the responsibility of a Del Webb Naples Neighborhood Committee to determine the nature and extent of services, if any, to be provided to that Del Webb Naples Neighborhood by the Del Webb Naples Community Association in addition to those provided to all Del Webb Naples Owners in accordance with the Del Webb Naples Declaration. A Del Webb Naples Neighborhood Committee may advise the Del Webb Naples Board on any other issue, but shall not have the authority to bind the Del Webb Naples Board.

The member of a Del Webb Naples Neighborhood Committee who receives the greatest number of votes at the annual meeting of that Del Webb Naples Neighborhood Committee shall be declared the Chairperson of that Del Webb Naples Neighborhood Committee. The Chairperson of a Del Webb Naples Neighborhood Committee shall be the Del Webb Naples Neighborhood Voting Member representing that Del Webb Naples Neighborhood, and shall preside at its meetings and shall be responsible for transmitting any and all communications to the Del Webb Naples Board. Any Del Webb Naples Neighborhood Committee member may be removed, with or without cause, upon the vote or written petition of a majority of the Del Webb Naples Owners in that Del Webb Naples Neighborhood.

Until such time as the Del Webb Naples Board first calls for election of Del Webb Naples Neighborhood Committee members for a Del Webb Naples Neighborhood, the Del Webb Naples Owners within such Del Webb Naples Neighborhood may personally cast the votes attributable to their respective Parcels on any issue requiring a vote of the Del Webb Naples Neighborhood Voting Representatives under the Del Webb Naples Governing Documents.

5. OFFICERS:

5.1 Officers and Elections. The executive officers of the Del Webb Naples Community Association shall be a President, and a Vice-President, who must be Directors, a Treasurer and a Secretary, all of whom shall be elected annually by the Del Webb Naples Board of Directors. Any officer may be removed with or without cause by vote of a majority of all Directors at any meeting. Any person may hold two (2) or more offices. The Del Webb Naples Board of Directors may, from time to time, appoint such other officers, and designate their powers and duties, as the Del Webb Naples Board of Directors shall find to be required to manage the affairs of the Del Webb Naples Community Association. If the Del Webb Naples Board of Directors so determines, there may be more than one (1) Vice-President.

5.2 President. The President shall be the chief executive officer of the Del Webb Naples Community Association; he shall preside at all meetings of the Del Webb Naples Members and Directors, shall be ex-officio a member of all standing committees, shall have general and active management of the business of the Del Webb Naples Community Association, and shall see that all orders and resolutions of the Del Webb Naples Board of Directors are carried into effect. He shall execute bonds, mortgages and other contracts requiring seal of the Del Webb Naples Community Association, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Del Webb Naples Board of Directors to some other officer or agent of the Del Webb Naples Community Association.

5.3 Vice-Presidents. The Vice-Presidents in the order of their seniority shall, in the absence or disability of the President, perform the duties and exercise the powers of the President; and they shall perform such other duties as the Del Webb Naples Board of Directors shall assign.

5.4 Secretary. The Secretary shall attend all meetings of the Del Webb Naples Board of Directors and all meetings of the Del Webb Naples Members and shall cause all votes and the minutes of all proceedings to be recorded in a book or books to be kept for the purpose, and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the Del Webb Naples Members and of the Del Webb Naples Board of Directors, and shall perform such other duties as may be prescribed by the Del Webb Naples Board of Directors or the President. He shall keep in safe custody the seal of the Del Webb Naples Community Association and, when authorized by the Del Webb Naples Board of Directors, affix the same to any instrument requiring it. The Secretary shall be responsible for the proper recording of all duly adopted amendments to the Del Webb Naples Governing Documents. Any of the foregoing duties may be performed by an Assistant Secretary, if one (1) has been designated, or by the Del Webb Naples Community Association's property manager.

5.5 Treasurer. The Treasurer shall be responsible for Del Webb Naples Community Association funds and securities, the keeping of full and accurate amounts of receipts and disbursements in books belonging to the Del Webb Naples Community Association, and the deposit of all monies and other valuable effects in the name and to the credit of the Del Webb Naples Community Association in such depositories as may be designated by the Del Webb Naples Board of Directors. He shall oversee the disbursement of the funds of the Del Webb Naples Community Association, keeping proper vouchers for such disbursements, and shall render to the President and Directors, at the meetings of the Del Webb Naples Board of Directors, or whenever they may require it, an accounting of all transactions and of the financial condition of the Del Webb Naples Community Association. Any of the foregoing duties may be performed by an Assistant Treasurer, if any has been designated, or by the Del Webb Naples Community Association's property manager.

6. FISCAL MATTERS: The provisions for fiscal management of the Del Webb Naples Community Association set forth in the Del Webb Naples Declaration shall be supplemented by the following provisions:

6.1 Depository. The Del Webb Naples Community Association shall maintain its funds in such financial institutions authorized to do business in the State of Florida as shall be designated from time to time by the Del Webb Naples Board of Directors. Withdrawal of monies from such accounts shall be only

by such persons as are authorized by the Del Webb Naples Board of Directors.

6.2 Budget. The Del Webb Naples Board of Directors shall adopt a budget of common expenses for each fiscal year. A copy of the proposed budget and a notice stating the time, date and place of the meeting of the Del Webb Naples Board of Directors at which the budget will be adopted shall be mailed to each Del Webb Naples Member not less than fourteen (14) days prior to that meeting. The proposed budget shall reflect the estimated revenues and expenses for that year by categories, as well as the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges for recreational amenities, whether owned by the Del Webb Naples Community Association, the Del Webb Naples Developer, or another person.

6.3 Reserves for Capital Expenditures and Deferred Maintenance. In addition to annual operating expenses, the proposed budget may include reserve accounts for capital expenditures and deferred maintenance. Any reserves collected may be utilized in the manner the Del Webb Naples Board of Directors determines in its discretion, unless the reserves are specifically classified as "restricted reserves" in which case those funds and any interest thereon shall be utilized only for their intended, restricted purpose, unless the Neighborhood Voting Representatives representing a majority of the Del Webb Naples Members present, in person or by proxy, at a meeting called for such purpose, vote to utilize "restricted reserves" for other than the intended, restricted purpose. The budget may include reserve accounts for capital expenditures and deferred maintenance relating solely to the Golf Facilities, and any such golf reserves collected may be utilized in the manner relating to the Golf Facilities that the Del Webb Naples Board of Directors determines in its discretion.

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

6.5 Del Webb Naples Community Association Special Assessments. Del Webb Naples Community Association Special Assessments may be imposed by the Del Webb Naples Board of Directors when necessary to meet unusual, unexpected, unbudgeted, or non-recurring expenses. Del Webb Naples Community Association Special Assessments are due on the day specified in the resolution of the Del Webb Naples Board of Directors approving such Del Webb Naples Assessments. Del Webb Naples Community Association Special Assessments may not be levied at a Del Webb Naples Board of Directors meeting unless a written notice of the meeting is provided to each Del Webb Naples Member (or to the Golf Members in the case of a Del Webb Naples Community Association Special Assessment that will be levied solely against the Golf Members) at least fourteen (14) days before the meeting, which notice includes a statement that Del Webb Naples Community Association Special Assessments will be considered at the meeting and the nature of the Del Webb Naples Community Association Special Assessments. Written notice of any meeting at which Del Webb Naples Community Association Special Assessments will be considered must be mailed, delivered, or electronically transmitted (to the extent permitted by law) to the Del Webb Naples Members (or to the Golf Members, as provided above) and posted conspicuously in Del

Webb Naples or broadcast on closed-circuit television not less than fourteen (14) days before the meeting.

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

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

6.8 Fiscal Year. The fiscal year shall be the calendar year, unless modified by the Del Webb Naples Board of Directors.

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

8. COMPLIANCE AND DEFAULT: REMEDIES: In addition to the remedies provided elsewhere in the Del Webb Naples Governing Documents, the following provisions shall apply:

8.1 Obligations of Del Webb Naples Members; Remedies At Law Or In Equity; Levy of Fines and Suspension of Use Rights.

A. Each Del Webb Naples Member and the Del Webb Naples Member's tenants, guests and invitees, are governed by, and must comply with the Act, and the Del Webb Naples Governing Documents. Actions at law or in equity, or both, to redress alleged failure or refusal to comply with these provisions may be brought by the Del Webb Naples Community Association or by any Del Webb Naples Member against:

- (1) The Del Webb Naples Community Association;

- (2) A Del Webb Naples Member;
- (3) Any tenants, guests, or invitees occupying a Parcel or using the Del Webb Naples Community Association Common Area; and
- (4) A Del Webb Naples Neighborhood Association.

The prevailing party in any such litigation is entitled to recover reasonable attorney's fees and costs. This section does not deprive any person of any other available right or remedy. Certain disputes must be submitted to dispute resolution procedures conducted by the Division of Florida Land Sales, Condominiums and Mobile Homes ("Division") as more particularly set forth in Section 720.311 of the Act.

B. The Del Webb Naples Community Association may suspend, for a reasonable period of time, the rights of a Del Webb Naples Member or a Del Webb Naples Member's, tenants, guests or invitees to use the Del Webb Naples Community Association Common Area and may levy reasonable fines against Del Webb Naples Owners, in those cases in which Del Webb Naples Owners commit violations of the Act or the provisions of the Del Webb Naples Governing Documents, or condone such violations by their family members, tenants, guests, or invitees. The fines shall be in an amount deemed necessary by the Del Webb Naples Board of Directors to deter future violations, but in no event shall any fine exceed the maximum amounts allowed by law. The procedure for suspending use rights and imposing such fines shall be as follows:

C. A fine or suspension may not be imposed without at least fourteen (14) days notice to the person sought to be fined or suspended and opportunity for hearing before a committee of at least three (3) Del Webb Naples Members appointed by the Del Webb Naples Board of Directors who are not officers, directors, or employees of the Del Webb Naples Community Association, or the spouse, parent, child, brother or sister of an officer, director or employee, and the notice shall include:

- (1) A statement of the date, time and place of the hearing;
- (2) A statement of the provisions of the Act and/or the Del Webb Naples Governing Documents which have allegedly been violated; and,
- (3) A short and plain statement of the matters asserted by the Del Webb Naples Community Association.

D. The party against whom the fine may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Del Webb Naples Community Association. The Del Webb Naples Owner shall be the party ultimately responsible for payment of a fine, regardless of whether the fine relates to conduct by a tenant, family member, invitee or guest. A fine of less than \$1,000.00 may not become a lien against the Parcel, unless permitted by the Act. A fine of \$1,000.00 may become a lien against the Parcel.

E. If the Committee, by majority vote, does not approve the fine or suspension, it may not be imposed. If the Del Webb Naples Community Association imposes a fine or suspension, it must provide written notice of such fine or suspension by mail or hand delivery to the Del Webb Naples Owner and, if

applicable, to any tenant, licensee or invitee of the Del Webb Naples Owner.

F. The Del Webb Naples Community Association may suspend Del Webb Naples Community Association Common Area use rights and levy fines if a Del Webb Naples Member is delinquent for more than ninety (90) days in paying a monetary obligation due the Del Webb Naples Community Association, until such monetary obligation is paid. The Del Webb Naples Community Association shall follow the same procedures as set forth in subsections (C) through (E) above.

G. Suspension of Del Webb Naples Community Association Common Area use rights do not impair the right of a Del Webb Naples Owner or tenant of a Parcel to have vehicular and pedestrian ingress to and egress from the Parcel, including, but not limited to, the right to park, and to use that portion of the Del Webb Naples Community Association Common Area to provide utility services to the Parcel.

H. The Del Webb Naples Community Association may not suspend the voting rights of a Del Webb Naples Member.

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

9. AMENDMENT OF DEL WEBB NAPLES BYLAWS: Amendments to these Del Webb Naples Bylaws shall be proposed and adopted in the following manner:

9.1 Proposal. Amendments to these Del Webb Naples Bylaws may be proposed by the Del Webb Naples Board of Directors or by written petition to the Del Webb Naples Board of Directors signed by the Neighborhood Voting Representatives representing at least one-fourth (1/4) of the Del Webb Naples Members.

9.2 Procedure. Upon any amendment or amendments to these Del Webb Naples Bylaws being proposed by said Del Webb Naples Board of Directors or Neighborhood Voting Representatives, such proposed amendment or amendments shall be submitted, as applicable, to a vote of the Del Webb Naples Board or to a vote of the Del Webb Naples Neighborhood Voting Representatives not later than the next annual meeting for which proper notice can still be given.

9.3 Vote Required. Amendments to these Del Webb Naples Bylaws shall be adopted by the Del Webb Naples Board of Directors. Subsequent to the Del Webb Naples Turnover Date, a proposed amendment to these Del Webb Naples Bylaws shall be adopted if it is approved by the Neighborhood Voting Representatives representing not less than two-thirds (2/3) of the Del Webb Naples Members at any annual or special meeting, provided that notice of the proposed amendment has been given to the Del Webb Naples Members in accordance with law. As long as Del Webb Naples Developer owns a Parcel in Del Webb Naples, an amendment to the Del Webb Naples Bylaws shall not be effective without the prior written

consent of Del Webb Naples Developer, which consent may be denied in Del Webb Naples Developer's discretion, provided, further, that regardless of whether Del Webb Naples Developer owns a Parcel, no amendment shall be effective if it affects Del Webb Naples Developer's rights or alters a provision herein made for Del Webb Naples Developer's benefit. In the event that Del Webb Naples Developer and/or the Del Webb Naples Board of Directors determines that voting will be undertaken by Voting Groups, then an amendment that applies solely to that Voting Group must be approved by the Neighborhood Voting Representatives representing not less than 2/3 of the Del Webb Naples Members in that Voting Group, or by the Golf Member Voting Representatives representing not less than 2/3 of the Golf Members, as applicable. Amendment of these Del Webb Naples Bylaws requires prior written approval of HUD/VA as long as there is a Class "B" Del Webb Naples Membership.

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

10. MISCELLANEOUS:

10.1 Gender. Whenever the masculine or singular form of a pronoun is used in these Del Webb Naples Bylaws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, as the context requires.

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

10.3 Conflict. If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Del Webb Naples Bylaws and the Del Webb Naples Declaration or Del Webb Naples Articles of Incorporation, the provisions of the Del Webb Naples Declaration or Del Webb Naples Articles of Incorporation shall prevail over the provisions of these Del Webb Naples Bylaws, and the Del Webb Naples Declaration shall prevail over the Del Webb Naples Articles.

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