

INDEX FOR DECLARATION OF COVENANTS  
FOR  
MAPLEWOOD

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(This index is for convenience only and is not legally a part of the Declaration.)

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PAGE

<u>Article #</u>	<u>Title</u>	<u>Page No.</u>
1	DEFINITIONS	3
2	ANNEXATION	6
3	CLOSED CIRCUIT TELEVISION SYSTEM	6
4	MEMBERSHIP	7
5	VOTING RIGHTS	7
6	ASSESSMENTS AND LIENS FOR ASSESSMENT	8
7	STREET LIGHTING EQUIPMENT	12
8	WATER AND SEWER	13
9	ARCHITECTURAL REVIEW	13
10	RESIDENTIAL UNIT INSURANCE, CASUALTY DAMAGE AND RECONSTRUCTION	15
11	EASEMENTS	16
12	SALES FACILITIES	18
13	USE AND CONSTRUCTION RESTRICTIONS	18
14	NON-LIABILITY OF DECLARANT	22
15	AMENDMENTS	23
16	CONSTRUCTION AND DURATION OF COVENANTS	23
17	DISSOLUTION	24
18	CABLE TELEVISION AND OTHER SPECIAL SERVICES	24
19	OBLIGATION TO ACCEPT DEED	24
20	CREATION OF CORPORATION FOR VOTING	24
21	SURFACE WATER DRAINAGE PLAN AND EASEMENTS	25

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Exhibit A: Land That Is Being  
Made Subject To  
Declaration At This  
Time

Exhibit B: Land Which May, In  
The Future, Be  
Made Subject To  
Declaration

RETURN TO:  
THOMAS E. MALONEY ESQ.  
CHARLES & BRADY  
SUITE 300  
4501 TAMIAHI TRAIL N.  
NAPLES, FLORIDA 33940

DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS  
FOR  
MAPLEWOOD

THIS DECLARATION made this 29th day of MARCH, 1994,  
by COAST COMMUNITIES CORPORATION, a Florida corporation,  
hereinafter called the "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain real property located in Collier County, Florida, and described in Exhibit "A" attached hereto, and intends to create thereon a planned residential community to be known as MAPLEWOOD.

WHEREAS, Declarant desires to provide for the preservation of property values, amenities and opportunities in MAPLEWOOD, for the purpose of contributing to the general health, safety and welfare of residents and for the maintenance of the land and improvements thereon, and to this end, desires to subject the Property to the protective covenants, conditions, restrictions, easements and other provisions hereinafter set forth; and

WHEREAS, Declarant has or will incorporate MAPLEWOOD HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, in order to provide a means for meeting certain of the objectives and intents herein set forth; and

WHEREAS, Owners of property within MAPLEWOOD shall be members of the Master Association; and

WHEREAS, the entryways into the property described in Exhibit "A", and the roadways within Maplewood will be landscaped and maintained in a manner appropriate for a high quality development, and

WHEREAS, maintenance of entryways, roadway landscaping and other amenities that may possibly be added, including a clubhouse, swimming pool, bike path, and street lights, shall be the responsibility of the Master Association, which shall assess properties subject to these covenants for such maintenance expense, and

WHEREAS, there are lakes and waterways within the Property, and

WHEREAS, such lakes and waterways are an integral part of the surface water master plan for the Maplewood property, and

WHEREAS, such lakes and waterways require maintenance which shall be the responsibility of the Maplewood Homeowners Association, and

WHEREAS, the Maplewood Homeowners' Association will assess properties made subject to these covenants for the cost of such maintenance of the aforesaid lakes and waterways and for other costs for maintaining the surface water system within Maplewood and for other maintenance and administrative responsibilities of the Association, and

WHEREAS, it is anticipated that smaller homeowner associations or condominium associations, or both, may be created for the purpose of enforcing additional more specialized covenants for a portion or portions of the property, and

WHEREAS, any additional covenants which may be recorded shall be in addition to the covenants herewith imposed, and

WHEREAS, the Maplewood Homeowners' Association will acquire title to some property within Maplewood and with respect to said acquired property, the Master Association shall have maintenance responsibilities. Such properties shall include lakes and other waterways within the property, as well as other amenities which may be added, such as a clubhouse, swimming pool, tennis courts, bicycle path and street lighting equipment.

NOW, THEREFORE, the Declarant, and any other person whose signature appears hereafter by Joinder or Consent, hereby declares that the property described in Exhibit A shall be held, sold and conveyed subject to the following "Covenants," (as they may be amended from time to time), all of which are for the purpose of enhancing and protecting the value of said property. These Covenants shall run with the Land, and the benefit and burden of them shall be binding upon all parties having or acquiring any right, title or interest in the property made subject to these Covenants. The general residential plan for Maplewood is that certain plan described in the Maplewood PUD dated July 21, 1993, which was adopted by the Board of County Commissions on November 9, 1993. The Association shall have the authority to enforce this Declaration and any Covenants contained herein by all applicable means, including the filing of appropriate liens and actions at law.

## DEFINITIONS

1.1 ACREAGE, except as hereinafter provided, shall mean the areas within Maplewood which have not had residential units built upon them. Once a residential unit has been constructed upon a parcel and a certificate of occupancy has been issued, the parcel involved, including its appurtenant lawn, shall cease to be acreage for purposes of this Declaration. By way of example, assume a residential unit is constructed on a one-half (1/2) acre lot. Once the certificate of occupancy is issued for the residential unit, the one-half (1/2) acre lot shall cease to be acreage. Similarly, if a twelve (12) unit condominium is constructed upon two (2) acres, the two (2) acres shall cease to be acreage for purposes of this Declaration, as soon as a certificate of occupancy is issued for residential units within the condominium building. Public roads shall not be included as acreage, nor shall property owned by the Master Association be included in the definition of acreage.

If more than one residential unit is allowed to be constructed on property which is being assessed as acreage, and if some but not all residential units have received Certificates of Occupancy, said property shall be assessed partly as residential units and partly as acreage. Those residential units which have received a Certificate of Occupancy will be assessed as residential units, however, the acreage subject to assessment shall be reduced as residential units within the acreage become subject to assessment as residential units. The reduction of said acres subject to assessment shall be computed as follows:

The number of acres in the parcel shall be multiplied by a fraction, the numerator of which shall be the number of unbuilt residential units allowed to be constructed upon the acreage for which no Certificate of Occupancy has yet been issued, and the denominator of which shall be the total number of residential units allowed to be constructed upon the acreage. An illustration of this provision is as follows:

Suppose an owner owns four (4) acres and the total number of residential units allowed to be constructed upon the four (4) acres is 40. Suppose further that the said owner has constructed one (1) ten (10) unit condominium for which Certificates of Occupancy have been issued. In that case, the owner would be assessed for ten (10) residential units and for a portion of his acreage. The acreage subject to assessment would be calculated as follows:

$$4 \text{ Acres } \times \frac{30 \text{ (Number of Unbuilt Units)}}{40 \text{ (Total Units Allowed)}}$$

ACREAGE shall not include platted single family lots even if no improvements have been placed upon the platted single family lot. (In other words, once a portion of the property is platted into a single family lot, it will no longer be treated as acreage for purposes of this Declaration.)

1.2 ASSESSMENT shall mean and refer to any charge imposed by the Master Association on any or all owners, including but not limited to the following: the initial assessment, annual or periodic assessments, special assessments, and assessments for special services, such as a cable television assessment.

1.3 ASSOCIATION or MASTER ASSOCIATION shall mean and refer to Maplewood Homeowners' Association, Inc., a Florida Not-For-Profit Corporation, however, if the word "Neighborhood" precedes the word "Association," the meaning shall be as set forth in Article 1, paragraph 1.16, or, if the context clearly indicates that the word "Association" refers to an entity other than Maplewood Homeowners' Association, Inc., the meaning shall refer to such other entity.

1.4 BOARD shall mean and refer to the Board of Directors of the Maplewood Homeowners' Association, Inc.

1.5 CENTRAL SYSTEM shall mean and refer to any closed circuit television system, telecommunications system, master antennae system, and related ancillary services in and upon the property subject to these Covenants.

1.6 COMMON PROPERTY shall mean all real property within Maplewood, including any improvements thereon, which have been conveyed to the Master Association for the common use, maintenance or enjoyment of all of its members. Common Property shall also include property and improvements as to which the Master Association has maintenance or control responsibilities, such as roadway medians and entryways. Common Property shall also include the following, if and when such property is conveyed to the Association, or when the Association becomes responsible for maintenance (the following list is only for illustrative purposes and is not meant to suggest that all such properties or amenities will, in fact, be conveyed or constructed):

- A. Any bicycle path.
- B. Any Clubhouse, tennis court, pool or pool facilities
- C. Lake areas and other water maintenance areas and facilities.
- D. Streetlighting improvements.
- E. Personal property.

1.7 DECLARANT shall mean and refer to Coast Communities Corporation, a Florida Corporation, or any entity which is specifically designated by Coast Communities Corporation as its successor.

1.8 LIMITED COMMON PROPERTY shall mean and refer to all real property or any property interest therein conveyed to the Association for the common use, maintenance and enjoyment of some, but not all, of the owners within Maplewood. It is possible that one or more areas in Maplewood will be conveyed to the Association for use as a recreation area or for some other purpose, and that such areas are to be used only by owners of residential

units located within certain specified areas within Maplewood. The maintenance and other expense of limited common areas shall be paid for solely by the owners having the right to use said property and that maintenance expense shall be separately set forth in the Association's assessment. Whenever property is conveyed to the Association as limited common property, the Deed of Conveyance shall designate which residential unit owners are to have the right to use said property.

In all other respects, limited common property shall be subject to the same provisions of this Declaration as Common Property.

1.9 MAPLEWOOD shall mean and refer to the property described in Exhibit A, and such other property as may be made subject to this Declaration, but only when said property is actually made subject to the Declaration.

1.10 MASTER ASSOCIATION or ASSOCIATION shall mean and refer to Maplewood Homeowners' Association, Inc., a Florida Not-For-Profit Corporation, however, if the word "Neighborhood" precedes the word "Association," the meaning shall be as set forth in Article 1, paragraph 1.16, or, if the context clearly indicates that the word "Association" refers to an entity other than Maplewood Homeowners' Association, Inc., the meaning shall refer to such other entity.

1.11 MEMBERS shall mean and refer to those persons and entities which have membership in the Master Association.

1.12 OWNER shall mean and refer to the record owner of fee simple title to any residential unit or acreage within the property made subject to these Covenants, but does not include anyone holding title merely as security for an obligation, such as a mortgagee.

1.13 PROPERTY or PROPERTIES shall mean and refer to the property described in Exhibit A, and, such other property as may be made subject to this Declaration, but only if, and when, such other property is made subject to this Declaration.

1.14 RESIDENTIAL UNIT shall mean and refer to any residence, including a single family home, a condominium unit, a villa, a cluster home, a townhouse, or a patio home, located within the property made subject to these Covenants and intended for occupancy by one family or household. The term residential unit shall include the residential structure and the lot upon which it is constructed.

RESIDENTIAL UNIT shall also mean a platted single family lot even if no improvements have been placed upon the platted single family lot. (In other words, once a portion of the property is platted into a single family lot, it will no longer be treated as acreage for purposes of this Declaration.)

1.15 TURNOVER DATE shall mean the earlier of the following dates:

- A. The date on which Declarant conveys its last residential unit and acreage in Maplewood to a non-Declarant owner.
- B. December 31, 2010.
- C. The date on which the Declarant surrenders its right to have votes equal to the cumulative number of votes held by all other members, plus one.

1.16 "NEIGHBORHOOD ASSOCIATION" shall mean and refer to any neighborhood association which may be heretofore or hereafter formed to manage and operate a portion of the property made subject to these Covenants. Such Neighborhood Association shall include homeowner associations and condominium associations. The word "Neighborhood Association" shall not include the Master Association. "Neighborhood Association" shall also mean any Association created as an entity for the purpose of voting pursuant to Article 20.

## ARTICLE 2

### ANNEXATION

2.1 PROPERTY SUBJECT TO DECLARATION. The real property made subject to this Declaration is described in Exhibit "A".

2.2 ADDITIONAL REAL PROPERTY THAT MAY BE MADE SUBJECT TO THE DECLARATION. The property described in Exhibit B, or any portion of it, may, with the consent of the Declarant, be made subject to these Covenants. Also, any property adjacent to property made subject to the Declaration, may also, with the consent of the Declarant, be made subject to this Declaration.

2.3 CONSEQUENCES OF PROPERTY BEING ADDED. Any property that is made subject to this Declaration will increase the number of residential units and/or acreage and the total number of members of the Association. Added property may also increase the Common Property. Additional or modified covenants may be made to apply to any added property.

## ARTICLE 3

### CLOSED CIRCUIT TELEVISION SYSTEM

3.1 OWNERSHIP. Declarant has reserved and retained, and does hereby reserve and retain to itself and its designated assigns the right to own and operate a closed circuit television system, telecommunications system, master antennae system and related ancillary services (the "Central System") in and upon the properties.

3.2 EASEMENT. In furtherance of said right, the Declarant has reserved and does hereby reserve unto itself and/or its assigns a non-exclusive easement over and upon the Property.

The aforesaid easement shall be for the installation, operation and maintenance of the Central System, including but not

limited to conduits, wires, amplifiers, and related apparatus, and shall in favor of the Declarant and its assigns.

The Declarant easement described in this Article 3 may not be terminated or changed in any way without the consent of the Declarant. The Declarant shall have the right to assign all or any portion of its rights under this Article 3 to any other party.

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#### ARTICLE 4

##### MEMBERSHIP

4.1 Each owner of a residential unit or acreage within the property made subject to this Declaration shall automatically, upon recording of a deed in the Public Records conveying title to such owner, become a member of the Association, and, as such, shall be subject to all Association assessments and regulations.

4.2 The Declarant shall be a member so long as the Declarant owns any portion of the property made subject to this Declaration.

4.3 Membership in such Association by owners shall terminate upon conveyance by an owner of his title to all residential units and acreage within the property subject to this Declaration to another party.

4.4 Membership shall be appurtenant to, and may not be separated from, ownership of a residential unit or acreage. No owner may avoid the obligations of membership during the period when he is an owner by non-use of common property, or any other act of abandonment or renunciation.

4.5 Each owner, by accepting an interest in any residential unit or acreage within the property made subject to this Declaration, hereby and thereby agrees to be bound by all the Covenants contained herein, and in the event of a breach, agrees to pay all costs, including all reasonable attorneys' fees incurred by the Association to enforce the Covenants contained in this Declaration. All subsequent grantees and transferees shall be similarly bound.

#### ARTICLE 5

##### VOTING RIGHTS

5.1 Each member, with the exception of the Declarant, shall be entitled to one (1) vote for each residential unit owned by the member. Each member who owns acreage shall be entitled to three (3) votes for each acre of land owned by the member. Where more than one person holds an interest in any residential unit or acreage, all such persons shall be members, however, the vote for such residential unit or acreage shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one residential unit, nor more than three (3) votes for each acre of acreage owned. With respect to such

PAGE

000567



joint ownership, if the parties themselves cannot agree as to how their vote(s) is to be cast, such vote shall not be counted. Unless another joint owner objects, any joint owner is presumed to have the authority to vote the votes which relate to property jointly owned. The date used to ascertain ownership of residential units or acreage for purposes of making assessments shall be the same date used for ascertaining voting rights.

In the event a member owns a fractional portion of an acre and such property is still considered acreage for purposes of this Declaration, any fractional portion less than one-half (1/2) acre shall be disregarded for voting purposes. Any fractional portion equal to one-half (1/2) acre or more shall be treated as a full acre for voting purposes. Thus, by way of example, a member who owns 15 1/2 acres will be treated as if he owned 16 acres.

5.2 Prior to the turnover date, which is heretofore defined, the Declarant shall have a total number of votes equal to the cumulative number of votes held by all other members, plus one (1). Thus, until the turnover meeting, the Declarant shall be in control of the Association.

After the turnover date, the Declarant shall have the same voting rights as any other member. In other words, after the turn-over, the Declarant's voting rights shall be determined by the number of residential units and acreage which it owns.

5.3 All other aspects of the voting rights of members shall be controlled by the provisions of this Declaration, or in the absence of specific provisions in this Declaration by the Association's Articles of Incorporation and Bylaws.

#### ARTICLE 6

##### ASSESSMENTS AND LIENS FOR ASSESSMENT

##### 6.1 ASSESSMENTS AND LIEN RIGHTS.

A. The Master Association shall have the power and the duty to make and collect assessments against members to defray the following:

- i) The maintenance costs, expenses, and losses of the property owned or maintained by the Master Association.
- ii) The cost of administering the Master Association and other expense incurred by the Master Association in connection with the proper operation of the Master Association and the Master Association's property, including insurance and security expense, legal expense, accounting expense, and any other expense which is appropriate to be incurred by the Association in connection with the Association's purposes and responsibilities.
- iii) The cost of compliance with any Association contract for the provision of special services

to the Association's members, and, in particular, the cost for cable television or other communication services. If the Association's contract for such services obligates the Association to pay for all residential units whether or not said units utilize said services, the Association shall have the right and power to assess residential unit owners, whether or not they use said services.

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B. Each non-Declarant owner of a residential unit, or acreage, by acceptance of a deed therefor, whether or not it shall be so expressed in any deed or other conveyance, hereby covenants and agrees to pay to the Master Association any assessment or charge as may be fixed or established from time to time by the Board of Directors of the Master Association pursuant to this Declaration.

C. Pursuant to the provisions of this Declaration, the Board of Directors shall make specific periodic assessments against residential units and acreage which are subject to assessments. Except as otherwise provided respecting assessments during the guaranteed period, and except as otherwise provided for assessments pertaining to the provision of special services to the Association's members pursuant to a contract entered into by the Association (such as a cable television Contract), the specific assessment shall be determined as follows:

000569  
PAGE

The total anticipated funds needed by the Master Association to meet its obligations respecting its property and other obligations shall be divided by a number hereinafter referred to as the "Divider." The Divider shall be equal to the total number of residential units which are subject to assessment, plus three (3) times the total number of acres subject to assessment. The amount produced by the aforesaid division shall be assessed against the owner of each residential unit owner. The amount produced by the aforesaid division, multiplied by three, shall be assessed against the owner of each acre subject to assessment.

The date that shall be used to determine whether property is to be assessed as acreage or as Residential Units shall be thirty-one (31) days prior to the due date of the assessment. Thus, if the due date of an assessment, or any portion thereof, is January 1, the date for ascertaining the status of property shall be the preceding first of December.

In the event a member owns a fractional portion of an acre, and such property is still considered acreage for purposes of this Declaration, any fractional portion less than one-half acre shall be disregarded for assessment purposes. Any fractional portion equal to one-half acre or more shall be treated as a full acre for assessment purposes. Thus, by way of example, a member who owns 15-1/2 acres will be treated as if he owned 16 acres.

In addition to the above assessments, each residential unit, as heretofore defined, shall be assessed a one-time initial assessment in the amount of \$30.00 payable at the time of sale from the Declarant. This assessment shall be usable by the Association for any purpose but shall not be considered in computing the assessments otherwise owed by non-Declarant owners. In the event the Declarant sells to a subdeveloper who intends to construct residential units for sale to end-users, the Declarant shall have the right to postpone the collection of said one-time assessment until the time of sale to an end-user, and to collect said assessment from said end-user.

D. Prior to the expiration of the guaranteed period, Declarant-owned residential units and/or acreage shall not be subject to assessment. Prior to the expiration of the guaranteed period, the Declarant shall have the right to excuse assessments made against subdeveloper-owned residential units and/or acreage.

E. The specific assessment made by the Board, together with interest thereon and costs of collection, including a reasonable attorney's fee, shall be a charge on and a continuing lien upon the residential unit or acreage against which such assessment is made from the date of the assessment. Each such assessment, together with interest thereon and costs of collection as hereinafter provided, shall also be the personal obligation of the owner of each individual residential unit or acreage at the time when the assessment fell due. If a residential unit or acreage is owned by more than one person or entity, the obligation shall be joint and several.

F. The assessments levied by the Master Association shall be used for the purposes set forth in this Declaration and in the Articles of Incorporation of the Master Association, including the maintenance, construction or reconstruction, unexpected repair or replacement of any of the property owned or maintained by the Master Association; operating the Master Association; Master Association taxes; and for such other expenses as the Board of Directors determines is appropriate and reasonable for the Master Association to incur.

G. The Board of Directors of the Master Association shall have the obligation to consider current costs and needs of the Master Association and to affix annual assessments for such costs to be paid by the members of the Master Association.

H. In addition to the annual or periodic assessments, the Master Association may levy special assessments applicable to the year of assessment only, for the purpose of defraying in whole or in part the costs of any unexpected repair or replacement of any improvement on property owned or maintained by the Master Association or any other extraordinary expenditure deemed necessary by the Board.

I. Unless provided to the contrary in the Master Association Bylaws, the Master Association shall impose assessments which shall cover a stated period, which period will most likely be a yearly or six month period. Owners who acquire a residential unit or acreage after the beginning of the assessment period shall owe no additional assessment for that period, provided the entire

assessment has been paid by the prior owner based upon the status of the property thirty-one (31) days prior to the assessment due date.

Owners who acquire a residential unit or acreage directly from the Declarant while the Declarant is still in control of the Association, shall pay a prorated assessment which shall be computed by ascertaining the assessment that would have been due but for the Declarant's exemption, and by multiplying that by a fraction, the numerator of which shall be the number of days remaining in the assessment year and the denominator of which shall be the number of days in the assessment period. A periodic assessment shall be made prior to January 1 of each year and shall be payable as the Board shall determine at the time of assessment.

J. If the assessment against a particular residential unit or acreage is not paid on the date when due, then such assessments shall become delinquent and shall, together with interest thereon at eighteen percent (18%) per annum and all costs of collection, including a reasonable attorney's fee, become a continuing lien on such residential unit or acreage, which shall bind such property in the hands of the then-owners, their heirs, devisees, transferees, personal representatives and assigns. If an assessment is payable in installments and an installment is not paid when due, then the entire assessment shall become immediately due and owing.

K. Should legal proceedings be required to enforce collection of the payment of an assessment, the same may be foreclosed as a lien against the residential unit or acreage against which such assessment was made in the manner provided for enforcement of liens pursuant to the laws of the State of Florida.

L. The lien for unpaid assessments provided for herein may be evidenced by a claim of lien filed among the Public Records of Collier County but such lien shall be subordinate to the lien of any institutional mortgage recorded prior to the time the Master Association's claim of lien is recorded.

M. Prior to the end of the guaranteed period, the Declarant shall not be liable to pay Master Association assessments for Declarant-owned residential units or acreage, however, prior to the end of the guaranteed period, the Declarant shall be obligated to see that the Master Association has sufficient funds to meet its maintenance and administrative responsibilities, and hence, shall pay for any cost or expense in excess of the assessments due from non-Declarant owners. During the guaranteed period, the Declarant shall have the right to control the Master Association's administrative and maintenance expenses, provided only that the operation of the Master Association and its properties is reasonable. After the guaranteed period ends, the Declarant shall pay assessments in the same manner as non-Declarant owners. During the guaranteed period, the Declarant does hereby guarantee that the total assessments for each year against residential units for the Master Association's obligations shall not exceed \$300.00 per residential unit, plus any assessment amount that relates to the providing of special services to the said unit. Thus, for example, if the Association enters into a contract for cable television services, the assessment that relates to that expense, shall be added to the total assessments for that particular year and the

Declarant shall be liable only for that amount which exceeds \$300.00 plus the special service assessment for cable television. Declarant also guarantees that the total assessments for each year against acreage for the Master Association obligations for the guaranteed period shall not exceed three (3) times \$300.00 per acre, plus any applicable special services assessment. During the guaranteed period, the Board of Directors shall make such assessment as the Declarant directs, provided such assessment is no greater than the guaranteed assessment as described above. If the Declarant directs the Board to make a specific assessment during the guaranteed period, and such assessment is equal to, or less than, the guaranteed assessment amount, the Board need not establish an annual budget for assessment purposes.

N. The guaranteed period shall begin upon the filing of the original Declaration of Covenants and shall end on the earlier of the following dates:

- i) The date on which the Declarant conveys its last residential unit and acreage in Maplewood to a non-Declarant owner.
- ii) December 31, 2010.
- iii) The date on which the Declarant declares that the guarantee period is ended.

#### 6.2 SHARE OF EXPENSES.

A. Each owner shall pay the assessment amount described in paragraph 6.1 for each residential unit and/or acre owned by the Owner.

B. Notwithstanding anything in Paragraph 6.1 to the contrary, during the guarantee period, the per unit and per acre assessment owed by non-Declarant owners shall not exceed the amounts guaranteed by the Declarant in this Article 6. The Master Association Directors shall have the power to include reserves in the Master Association's annual budget, however there shall be no requirement to include such reserves.

C. The Board of Directors shall have the right to require that any member whose residential unit or acreage is a part of a neighborhood homeowners association or condominium association shall pay his assessment through said neighborhood association. All condominium associations and all neighborhood homeowners associations if requested by the Master Association, shall collect the assessments imposed by this Declaration.

### ARTICLE 7

#### STREET LIGHTING EQUIPMENT

On behalf of the Association, the Declarant has entered into an agreement with Florida Power & Light Company, whereby Florida Power & Light shall install certain street lighting

poles, equipment and lights, and will, thereafter, supply electricity to cause such equipment to function in a proper manner. In consideration of the provision of such equipment and electricity, the Association is obligated to pay certain monies to Florida Power & Light. The obligation to pay such monies to Florida Power and Light shall be a common expense of the Association and shall be included in any budget prepared by the Association. During the guarantee period, said expense shall be treated in the same manner as any other Common Expense.

#### ARTICLE 8

##### WATER AND SEWER

The Maplewood property shall be served by County Water and Sanitary Sewer Services.

#### ARTICLE 9

##### ARCHITECTURAL REVIEW

9.1 Except for the initial construction of common property improvements and improvements made by the Declarant, no building, structure or other improvement shall be erected or altered, nor shall any grading, landscaping, excavation, change of exterior color or other work which in any way alters the exterior appearance of any residential unit, acreage, or other property, be performed without the prior written approval of the Architectural Review Committee (hereinafter called the ARC). In the event improvements or changes requiring such approval are made without such approvals, the Master Association shall have the right to require that such improvements or changes be undone at the expense of the owner of the property that was changed without approval. The members of the ARC shall have an easement to go on all property for the purpose of assuring compliance with these covenants and with the improvement plans approved by the ARC and in addition, the ARC shall have an easement to remove any construction or condition that fails to comply with these covenants or the approved plans, including, especially, the removal of unauthorized signs.

ARC approvals for residential units shall be based upon standards developed by the ARC which shall be applied uniformly however, different standards may be developed for different types of residential units, such as condominiums, single family homes, villas, cluster homes, patio homes and townhouse, and for different neighborhoods. The standards established by the ARC may be altered or amended by the ARC from time to time as the ARC, in its sole judgment, deems appropriate. The ARC shall have the right to approve construction that does not comply with the applicable uniform standards in any case where special circumstances exist that would make it a hardship if such construction were not approved. A construction improvement approved by the ARC, shall be considered in compliance, even if such improvements do not meet subsequently developed standards.

9.2 A. The ARC shall be a committee of the Maplewood Homeowners' Association. Initially, the ARC shall consist of three (3) persons designated by the Declarant. The Declarant shall have the right to substitute and appoint replacement members until the

earlier of five (5) years after the turn-over date, or until it no longer owns property within Maplewood, whichever is the later date. At such time as the Declarant is required to relinquish its right to appoint ARC members, or at such earlier date as the Declarant elects, the Declarant shall assign to the Master Association the right to appoint the members of the ARC and the Master Association shall appoint and provide for the members of the ARC. Expenses incurred by the ARC and any payment to its members shall be a Master Association expense.

B. All owners of property made subject to these covenants, other than the Declarant, shall be obligated to obtain ARC approval for all architectural and landscaping aspects of any improvement or development. In connection with the ARC approval process, the ARC shall have the right to require the submission of a site plan, an elevation plan, a landscaping plan, an irrigation plan and construction plans.

C. No home, building or other improvement, sign, outside lighting, equipment, fence, hedge, pool, wall, walk, dock, road, lake, or other structure of any kind or planting shall be constructed, erected, removed, planted or maintained nor shall any addition to or any change or alteration therein be made upon any property subject to these Covenants until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme and the location of same shall have been submitted to and approved in writing by the ARC. As part of the application process, two (2) complete sets of plans and specifications prepared by an architect, landscape architect, engineer or other person found to be qualified by the ARC shall be submitted for approval on such application form as may be provided or required by the ARC. The ARC shall have the right to lessen the requirements for submission of plans, as the ARC deems appropriate.

D. In the event the information submitted to the ARC is, in its opinion, incomplete or insufficient in any manner, it may request and require the submission of additional or supplemental information.

E. The ARC shall have the right to refuse to approve any plans and specifications which are not in conformity with its standards or in conformity with the provisions of this Declaration of Covenants.

F. The ARC shall in all cases have the right to determine and designate building set back lines necessary to conform to the development's general development plan.

G. There is specifically reserved unto the ARC the right of entry and inspection upon any residential unit or other improvement for the purpose of determination by the ARC whether there exists any construction of any improvement which violates the terms of any approval by the ARC or the terms of this Declaration or of any other covenants, conditions and restrictions to which its deed or other instrument of conveyance makes reference. The Master Association is specifically empowered to enforce the provisions of this Declaration and the decisions of the ARC by any legal or equitable remedy. In the event it becomes necessary to resort to litigation to determine the propriety of any constructed

improvement, or to remove any unapproved improvements, the prevailing party shall be entitled to recovery of all court costs, expenses and reasonable attorney's fees in connection therewith. The Master Association shall indemnify and hold harmless the ARC and its members from all costs, expenses and liabilities including attorneys' fees incurred by virtue of service as a member of the ARC.

OR BOOK

001935

H. The ARC is empowered to establish or modify from time to time, design and development standards, including but not limited to the following:

- (1) Architectural design of improvement.
- (2) Fences, walls and similar structures.
- (3) Exterior building materials and colors.
- (4) Exterior landscaping.
- (5) Exterior appurtenances relating to development and utility installations.
- (6) Signs and graphics, mail boxes and exterior lighting.
- (7) Building set backs, pools and pool decks, side yards and related height, bulk and design criteria.
- (8) Pedestrian and bicycle ways, sidewalks and pathways.
- (9) All buildings, landscaping and improvements on lands owned or controlled by the Master Association or any other association.

PAGE

000575

I. No contractor, sub-contractor or other builder may effect any of the improvements herein discussed without the express written approval of the ARC, which permission may be withheld on the basis of the ARC's determination that such builder's qualifications and general reputation in the community indicate a potential calibre of work inferior to that deemed desirable by the ARC. In the event that any improvements or landscaping are made in violation of the covenants contained herein, then the ARC shall have the right to specially assess the owner for damages caused by such violation, in addition to its other remedies hereunder. The ARC may, from time to time, publish a list of builders it has in advance determined to be acceptable.

J. The ARC shall have the right to approve the location of improvements on the residential lots in order to insure that each residence will be situated so as to provide the maximum view to all other residences and to preserve the natural vegetation to the maximum extent possible.

#### ARTICLE 10

#### RESIDENTIAL UNIT INSURANCE, CASUALTY DAMAGE AND RECONSTRUCTION

10.1 Each member-owner or neighborhood association, whichever is the proper insured, shall at all times maintain casualty insurance on its residential units and all other insurable improvements in an amount equal to the full replacement cost of such. In the event any residential unit or other improvement is



destroyed or damaged as a result of casualty, the owner or neighborhood association, whichever is the insured, shall:

A. Cause repair or replacement to be commenced within sixty (60) days from the date that such damage or destruction occurred, and to complete the repair or replacement within nine (9) months thereafter. All such repairs or replacements must restore the improvements to their original character, design and condition; shall utilize and conform with the original foundation and boundary of the original improvements; and shall be structurally compatible with any adjoining improvements which share a party wall; or

B. Cause all debris, damaged improvements, and other unsightly materials to be removed from the site within thirty (30) days after the date of the casualty.

10.2 FAILURE TO COMPLY. If any owner or neighborhood association fails to comply with 10.1 above within the time periods provided, the Master Association shall be deemed to have been granted the right by the owner or association as his or its attorney-in-fact, either to commence and/or to complete the repairs sufficient to restore the improvements to their original condition, according to the plans and specifications of the original improvements; or to remove the damaged improvements completely. If the Master Association exercises the rights afforded to it by this Section, the owner or association shall be deemed to have assigned to the Master Association any right he or it may have to insurance proceeds that may be available because of the damage or destruction. The Master Association shall have the right to recover from the owner or association any costs not paid by insurance, and shall have a lien on the lot and residential unit to secure payment.

10.3 MASTER ASSOCIATION'S RIGHT OF ENTRY. For the purpose of performing the duties authorized by this Section 10, the Master Association, through its duly authorized agents and employees, shall have the right to enter upon any residential unit or improvement at reasonable hours and to perform such duties.

ARTICLE 11  
EASEMENTS

11.1 APPURTENANT EASEMENTS. Declarant hereby grants to each member, his guests, lessees and invitees, as an appurtenance to the ownership of the fee title interest in property subject to this Declaration, a perpetual non-exclusive easement across and through all Master Association common property, such use and enjoyment to be shared in common with other members and the Declarant and their invitees and guests. Such easement is subject to any reasonable rule which the Association may promulgate for such property, such as hours of operation for any common amenity.

11.2 UTILITY EASEMENT. The Declarant reserves to itself, its successors or assigns and mortgagees, a perpetual non-exclusive easement upon, over, under and across the property for the purpose of maintaining, installing, repairing, altering and operating sewer

lines, water lines, waterworks, irrigation works, sewer works, surface water drainage improvements, force mains, lift stations, water mains, sewer mains, water distribution systems, sewage disposal systems, effluent disposal systems, pipes, weirs, syphons, valves, gates, pipelines, cable television service, closed circuit television system (Central System), electronic security system and all machinery and apparatus appurtenant thereto to all of the foregoing as may be necessary or desirable for the installation and maintenance of utilities servicing the property, all such easements to be of a size, width and location as Declarant, in its discretion, deems best but selected in a location so as not unreasonably to interfere with the use or construction of any improvements which are now, or will be, located upon the property.

11.3 DECLARANT EASEMENT. The Declarant hereby reserves to itself, its successors and assigns and mortgagees, a perpetual non-exclusive easement, privilege and right in and to, over, under, on and across the Master Association property for ingress and egress as required by its officers, directors, employees, agents and/or independent contractors and invitees in order to show said properties and facilities to prospective purchasers and other invited guests, post signs and maintain sales offices and construct improvements upon and within the property and for all other purposes consistent with Declarant's development plan; provided, however, that such access and use do not unnecessarily interfere with the reasonable use and enjoyment of these properties and facilities by the owners.

11.4 SERVICE EASEMENT. Declarant hereby grants to delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of electrical, telephone and other utilities authorized by the Declarant, its successors or assigns, to service the property, and to such other persons as the Declarant from time to time may designate, the non-exclusive, perpetual right of ingress and egress over and across the Master Association property.

11.5 AGENCY. To the extent that the creation of any such easements created or reserved herein require the joinder of owners in separate instruments, the Declarant by its duly authorized officers may, as the agent or the attorney-in-fact for the owners, execute, acknowledge and deliver such instruments and the owners, by the acceptance of deeds to their residential units and/or acreage, irrevocably nominate, constitute and appoint the Declarant, through its duly authorized officers, as their proper and legal attorneys-in-fact for such purpose. Said appointment is coupled with an interest and is therefore irrevocable.

11.6 EXTENT OF EASEMENTS. The rights and easements of enjoyment created hereby shall be subject to and subordinate to the following:

The right of the Declarant or the Master Association, in accordance with its Bylaws, to borrow money from the Declarant or any other lender for the purpose of improving and/or maintaining the Master Association property and providing the services authorized herein and, in aid thereof, to mortgage said property.

11.7 The easements set forth in this Article 11 may not be terminated or amended without the written approval of the Declarant.

ARTICLE 12

SALES FACILITIES

Notwithstanding any provision to the contrary herein contained, the Declarant and all of its designated assigns, including sub-developers, shall be allowed to use as a sales or model area any part of the property designated by the Declarant for such purpose. In such areas the Declarant and its assigns shall have the right to conduct sales activities in whatever type of facility is approved by the Declarant, including trailers. In addition, the Declarant and its assigns may place such signs as may be reasonably required to advertise portions of the property as are for sale and to direct prospective purchasers and lessees to the sales and model areas. The aforesaid right to maintain sales facilities shall be limited to such facilities as are used for the sole or predominant purpose of making first time sales of property and/or residences within Maplewood. The right set forth in this paragraph may not be terminated or amended until the residential development within Maplewood has terminated.

ARTICLE 13

USE AND CONSTRUCTION RESTRICTIONS

13.1 The properties made subject to these covenants shall be improved, used and developed in accordance with the Master Development Plan. The Master Development Plan shall mean the plan set forth in the Maplewood PUD approved by Collier County, as such is amended from time to time and as such is further refined by subdivision plats and these Covenants and any and all rules and regulations promulgated by the Board.

Members shall not suffer, permit or maintain in or on their residential units or acreage conditions or activities which interfere with peaceful and quiet occupancy by other owners of their residential units. This restriction shall not preclude necessary development and construction conduct performed in the customary manner.

13.2 No owner shall keep or park on the Master Association property, or on a residential unit any trailers, golf carts, campers, boats, trucks, motorbikes or motorcycles, it being intended that the only vehicles permitted to be kept on the property by owners, their guests, licensees, invitees or assigns will be customary private passenger vehicles, including vans and small pick-up trucks of the same approximate length as passenger vehicles and which are used as private passenger vehicles. This restriction shall not preclude the entry on the property or Master Association property of necessary service or development related vehicles, nor shall it preclude the storage of such items within an enclosed garage, nor upon specific property designated by the Association, if any, as a parking area for such vehicles.

13.3 Each residential unit shall be used exclusively as a residential dwelling, and no business or trade shall be permitted to be conducted therein or thereon, except for residential units used by Declarant or by sub-developers who have received authorization from the Declarant to use residential units for models, sales offices, construction offices, storage or related use. No more than two unrelated individuals may use a residential unit as a residence. Individuals related by marriage, consanguinity or adoption may use a residential unit as a residence without restriction as to number.

13.4 Each owner, lessee or occupant shall maintain at all times in good condition and repair, subject to the regulations of the Master Association, all interior and exterior portions of their property and the improvements made thereon including lawn, landscaping and garden areas.

All areas within a residential unit or multi-family property, not covered by structures, walkways or paved parking facilities, shall be maintained as a lawn or as a landscaped area to the pavement area of any abutting street or lake. Such lawns shall be irrigated with an underground irrigation system. No stone, gravel or paving of any type shall be used as a lawn.

13.5 No residential unit shall be divided or subdivided, nor shall any structural alterations or changes be made to the dwelling located on said residential unit without prior approval of the ARC. Any subdivision or combination of residential units shall be consistent with zoning and/or easement restrictions affecting the residential units.

13.6 No wires, TV antennas, aerials or similar structures of any sort shall be erected, constructed or maintained on the exterior of any building, and no owner shall permit or maintain any exposed or outside storage or storage containers. This provision shall not prohibit the usual cable television pedestals which are generally located along the perimeter of single family lots and which generally protrude above ground no more than three (3) feet, nor shall this provision prohibit similar devices on multi-family buildings which have been approved by the ARC.

13.7 No clothes lines, hangers or drying facilities shall be permitted or maintained on the exterior of any improvement, and no clothes, rugs, drapes, spreads or household articles or goods of any sort shall be dried, aired, beaten, cleaned or dusted by hanging or extending the same from any window or door.

13.8 No owner may dispose of or keep refuse, trash or garbage in or on any exterior area of the owner's residence or on the Master Association property, except in those receptacles approved by the Master Association.

13.9 No residential unit shall be the subject of a partition action that seeks to physically divide a residential unit. All owners do by their acceptance of a conveyance of such residential unit, waive any right to maintain or bring such action.

13.10 No sign of any type shall be maintained, kept or permitted on any part of the property that is made subject to these Covenants, except as follows:

A. During the guarantee period, (as defined in paragraph 6.1.N.) and for a period of five (5) years thereafter, Declarant shall be permitted to erect such signs as it deems appropriate.

B. During the guarantee period, and for a period of five (5) years thereafter, sub-developers of more than ten (10) residential units shall have the right to place such signs as the Declarant authorizes.

Except for the above-described exceptions, no signs shall be permitted upon the property (including vacant lots and lots containing residences). Any owner wishing to sell a vacant lot or a residential unit shall have the right to place a notice of the offer of sale on the Bulletin Board located at the Clubhouse when, and if, such Clubhouse facility is constructed. The size of the notice and the information contained in said notice shall be controlled by the Declarant during the guarantee period and thereafter by the ARC.

The purpose of this restriction on signs is to avoid the unsightly appearance of multiple signs which often occurs during the development period of a large subdivision. These sign restrictions apply to signs located upon the interior of a residential unit, but which is visible from outside the unit, such as "For Sale" signs which appear in a window of a residence. The allowed exceptions to the general sign prohibition are deemed to be reasonable and necessary in order to expedite the developmental stages of a large subdivision so that the residential character of the community may be obtained at the earliest possible date.

Subsequent to the period described in paragraph A above, the ARC shall have the power and authority to control the number, size and type of sign that is to be permitted upon the property. With respect to that authority, the ARC shall have the right to make distinctions between Directional and Location Signs, Identification Signs, For Sale and For Rent Signs and any other signs that may be placed upon the property.

13.11 No owner shall have the right to use water from any lake or drainage ditch without the Association's written approval, which approval may be given unconditionally or conditioned upon such terms as the Master Association sees fit, including a charge to take and use such water. The Master Association shall have the right to agree to permit lake water to be taken from its property.

13.12 No existing building or structure shall be moved onto any residential unit or acreage without the consent of the ARC.

13.13 All garages on single family residential units shall be attached to the residence which they are designed to serve and shall be no larger than is sufficient to house three (3) vehicles. All garage doors shall remain closed except when being used. No carports shall be permitted on single family home lots.

13.14 Except in areas described above as Common Areas, no weeds, high grass, underbrush or other unsightly growths shall be permitted to grow or remain upon any part of the property. If for any reason an Owner permits such weeds, high grass, underbrush or other unsightly growths and fails to correct same after five (5) days notice by the Master Association, then the Master Association shall have the right to enter upon the premises and make such corrections and charge the Owner for the cost of the corrections. Said charge, until paid, shall be a lien against the property of the Owner responsible for the payment.

13.15 All telephone, electric, water, sewer, television, fuel lines and pipes or other distributors must be underground from the lot line to the use connection. All air conditioning units, pool pumps and filters shall be suitably screened by means of landscaping or other screening devices from view from the road and from adjoining properties.

13.16 Except to comply with the governmental regulation or control, no changes in the elevation of the lands shall be made which will interfere with the drainage or otherwise cause undue hardship to the adjoining property.

13.17 Except for required service or deliveries, no Owner shall park or permit to be parked, either on a lot or within a street right-of-way within the property, any vehicle designed or used for commercial purposes or containing exterior advertising matter; any swamp buggy, stock car, or other vehicle not normally used for highway travel; or any boat, trailer, or camper, except when such motor vehicle, boat, trailer or camper is parked or stored within an enclosed garage. No vehicle of any type shall be parked on any public street within the property subject to these covenants between the hours of midnight and 7:00 A.M., unless the Master Association has given its prior approval.

13.18 Garbage containers, lawn trimmings and trash stored for pickup shall comply with garbage and trash collection service rules of Collier County. With the exception of garbage and trash properly stored for pickup, no refuse or unsightly objects shall be permitted to accumulate on or adjacent to an owner's property. Except when out for pickup, garbage containers shall be screened from view from the road.

13.19 Normal household pets, provided they are not kept, bred or maintained for any commercial purpose, may be kept by Owners, however, this provision does not prevent more restrictive rules regarding pets by other associations. All other animals are prohibited.

13.20 Clothes lines or drying yards, if permitted by these Covenants, shall be so located as not to be visible from the streets, waterways, or adjoining residential units.

13.21 No noxious or offensive activity shall be carried on upon the property, or upon any part, or portion thereof, nor shall anything be done thereon which may be or become a nuisance.

13.22 Driveways and offstreet parking areas shall be paved with concrete, asphalt or decorative paving.

13.23 Operable doors shall be provided for all garages. Garage doors shall be closed except when vehicles are entering or exiting.

13.24 No engine-driven boats of any kind shall be used on the lakes, within the property without specific approval of the Master Association. No docks, bulkheads, moorings, pilings or boat shelters of any kind shall be erected on or over the lakes within the property, except such as shall be constructed as part of the Association property and with Association approval. The area, if any, between the rear lot line of the lot and the water's edge of any lake or other body of water within the Property shall be landscaped and/or sodded and maintained by the owner of said lot as if said area were a portion of the lot owned by said Owner. No person or persons whomsoever shall be permitted upon that portion of the land lying between the rear lot line of the lot and the water's edge of any lake or other water body within the Property, except:

- a) The Owner from time to time of said adjacent lot, his family, guests and invitees, and
- b) An employee or contractor of the Association for the sole and exclusive purpose of performing maintenance upon and within said lake or other water body.

No boats shall be used upon any portion of the Property which is designed for water retention unless the Association specifically approves said usage. The administration, management, operation and maintenance of the water retention areas and drainage system shall be the responsibility of the Association. The Association shall not waive or amend the foregoing maintenance obligation without the prior written consent of all Institutional Mortgagees and the South Florida Water Management District. The cost of administering, operating, maintaining, repairing, replacing and reconstructing the water retention areas and drainage system and improvements shall be the responsibility of the Association.

13.25 No engine driven motor vehicle, motor cycle, or moped shall be used within the Common Areas or on the bicycle paths, except when such vehicles are used for maintenance of the Common Areas.

13.26 Mailboxes and their supporting structures must be approved by the Master Association. Neighborhood associations and condominium developments may be permitted to group mailboxes in structures approved by the Master Association.

13.27 Private Wells. The digging, installation and/or use of wells upon any single family or multi-family property for irrigation purposes is prohibited.

001935  
OR BOOK

000582  
PAGE

ARTICLE 14

NON-LIABILITY OF DECLARANT

The Declarant shall not be liable or responsible for any violation of these Covenants by any person or entity other than itself.

ARTICLE 15

AMENDMENTS

15.1 AMENDMENT OF COVENANTS. Until the turnover date, only the Declarant may amend this Declaration. Except for the guaranteed annual assessment amounts, the developer may, in its sole discretion, modify, amend, waive or add to this Declaration or any part thereof. The power of amendment, however, shall be limited to such modification or enlargement of existing covenants as shall not substantially impair the general and uniform plan of development originally set forth herein. Any amendment made pursuant to this paragraph may be made without notice to any Members and need be executed solely by the Declarant.

15.2 AMENDMENTS BY MEMBERS. This Declaration may be amended at any time provided that two-thirds (2/3) of the voting interests voting at a duly called and held meeting of the Master Association vote in favor of the proposed amendment; provided however, that if the affirmative vote required, for approval of action under the specific provision to be amended, is a higher or lower percentage, then such higher or lower percentage shall be required to approve amendment of that provision. Notice shall be given at least forty-five (45) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved by the members as set forth above, the President and Secretary of the Master Association shall execute an amendment to this Declaration which shall set forth the amendment and the date of the meeting of the Master Association at which such amendment was adopted. Such amendment shall be effective when recorded in the Public Records of Collier County, Florida. **Proviso:** Any amendment which would affect the surface water management system, including the water management portions of the common areas, must have prior approval of South Florida Water Management District.

Any amendment that would adversely affect the Declarant's ability, or any sub-developer's ability, to sell the remaining inventory of residential units, must have prior approval of the Declarant. Any amendment to this Declaration must satisfy the requirements of this paragraph 15.2 and any more stringent requirements that may apply by reason of other provisions of this Declaration.



ARTICLE 16

CONSTRUCTION AND DURATION OF COVENANTS

The provisions of this Declaration shall be liberally interpreted and construed to provide maximum flexibility consistent with the General Development Plan and the purposes set forth herein, including the Preamble. These Covenants shall endure for a period of twenty-five (25) years from the date of recording in the Public Records, and thereafter shall be deemed to be re-enacted for additional twenty-five (25) year periods unless a majority of the owners of residential units affirmatively vote to discontinue said Covenants.

ARTICLE 17

DISSOLUTION

In the event of dissolution of the Association in accordance with the terms of its Articles of Incorporation, each residential unit shall continue to be subject to assessments for maintenance of the property owned or maintained by the Association prior to dissolution and each owner shall continue to be personally obligated to the Declarant or the successor or assigns of the Association, as the case may be, for such assessment to the extent that such assessments are required.

ARTICLE 18

CABLE TELEVISION AND OTHER SPECIAL SERVICES

The Association shall have the power to enter into contracts with providers of special services to the Association's members. One example of such a service is cable television. In the event the Association determines that it is advisable to enter into a contract with a cable television provider, the Association shall have the power to enter into said contract and the power to make assessments against its members to enable the Association to meet its contractual obligations to such providers. Since it is generally important to the obtaining of the best price for such services (a bulk rate) that the Association commit itself to pay a fee for each residential unit, whether or not every residential unit owner wishes to utilize said service, the Association shall have the power to enter into such contracts and to make assessments against residential units which are offered said services, whether the owners of such residential units accept such services or not. In the event the Association enters into such a contract, the payment of the assessment by each residential unit for which the Association is obligated to pay a fee shall not be elective for the owner of said residential unit. Rather, said residential unit shall be subject to said assessment in the same manner that it is subject to other assessments by the Association.

ARTICLE 19

OBLIGATION TO ACCEPT DEED

The Master Association shall be obligated to accept deeds from the Declarant conveying any property within Maplewood. The Master Association shall also be obligated to maintain any areas within Maplewood assigned to it for maintenance by the Declarant.

ARTICLE 20

CREATION OF CORPORATION FOR VOTING

The Declarant shall have the right to create one or more Not-For-Profit Corporations for the purpose of providing an entity through which members, who are not otherwise members of a Neighborhood Association, may vote. In the event the Declarant creates such a Corporation or Corporations, the Articles of Incorporation of each such Not-For-Profit Corporation shall identify those residential units and that acreage whose owners may be required to vote on Master Association matters through the newly created Not-For-Profit Corporation(s). Thus, even though a residential unit or acreage has been previously sold to a non-Declarant member, the Declarant shall have the right to create a Not-For-Profit Corporation, as heretofore described, and if said Corporation is created, all members who are owners of residential units or acreage identified in the said Articles of Incorporation shall be required to exercise their right to vote on Master Association matters through said Not-For-Profit Corporation anytime other Neighborhood Association members are required to exercise their right to vote through their respective Neighborhood Associations. Thus, once such a Not-For-Profit Corporation is created by the Declarant, it will be deemed a Neighborhood Association for voting purposes. The provisions of this paragraph shall not apply if prohibited by Florida law.

ARTICLE 21

SURFACE WATER DRAINAGE PLAN AND EASEMENTS

A. Easements. Collier County has adopted a Surface Water Drainage Plan for the Maplewood subdivision (said plan is hereafter referred to as the "plan.") Within and upon the rear Five (5) Feet of each residential unit there shall be a non-exclusive surface water drainage easement that shall run in favor of Maplewood Homeowners' Association, Inc. and in favor of the owners of any properties within Maplewood that the Plan shows as utilizing said easement area for surface water drainage.

This easement shall entitle the Master Association to grade and slope the easement area so that surface waters flow over the easement area in accordance with the Plan. The depth and slope of the easement area shall be in accordance with the Plan adopted by the County. The aforesaid easement includes the right to drain surface water from other residential lots over and upon easement areas, provided such drainage is in accordance with the Plan. All grading and sloping done by the Master Association pursuant to its easement shall be accomplished with as little inconvenience to the owner of the residential lot as practical. If grading and sloping

are necessary to be done because an owner failed to construct or maintain his property in accordance with the drainage plan submitted by such owner to the ARC and approved by the ARC, the owner shall be responsible for the cost of said grading and sloping. Otherwise, the cost shall be a Developer expense if incurred prior to Turn Over. After Turn Over, such expense shall be a Master Association expense.

001935  
OR BOOK

B. Easement Within Buffer Areas. There shall be a non-exclusive easement for percolation of surface water over and upon the various buffer easement areas set forth in the Maplewood plats. This easement shall be in favor of the Master Association and any properties which the Plan shows as utilizing said areas for percolation.

C. Existing Easements Not Affected. Nothing in this instrument is intended to detract in any way from any easements set forth in the aforesaid plats for Maplewood or from easements otherwise created.

000586  
PAGE

D. Easement Limitations. The easements described herein shall be limited to the right to drain surface water and the right to go upon the easement area to grade or slope said easement area to accomplish surface water drainage in accordance with the Plan.

E. The Architectural Review Committee (ARC). As part of the ARC approval process, owners shall submit a surface water drainage plan for the lot or property proposed for improvement. Such plan shall contain appropriate elevation figures and arrows showing the proposed direction of surface water drainage. The ARC shall review said plans to determine whether said plan conforms to the County Plan. Every owner who obtains ARC approval for improvements to be placed on his property shall be required to obtain from the ARC a signed, dated statement stating that the surface water drainage plan submitted by the owner complies with the County Plan. In all other respects, the provisions of Article 9 shall apply to surface water drainage plans and improvements.

IN WITNESS WHEREOF, COAST COMMUNITIES CORPORATION, A FLORIDA CORPORATION, has caused this Declaration of Covenants, Conditions, Restrictions and Easements For Maplewood to be signed by its duly authorized officer this 29 day of March, 1994.

Witnesses:

COAST COMMUNITIES CORPORATION  
A FLORIDA CORPORATION

Susan M. Spreehn  
SUSAN M. SPREEHN

Print Name of Witness #1

Carol Antfeul  
CAROL ANTFEUL

Print Name of Witness #2

BY: William T. Higgs  
WILLIAM T. HIGGS, PRESIDENT

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me on the  
29 day of March, 1994, by WILLIAM T. HIGGS,  
PRESIDENT, COAST COMMUNITIES CORPORATION, A FLORIDA CORPORATION, on  
behalf of the Corporation, who is  personally known to me.

Carol Antfeld  
Notary Public  
CAROL ANTFELD  
Print Name of Notary Public  
My Commission Expires:

Notary Public, State of Florida  
My Commission Expires June 17, 1994  
Bonded Thru Troy Fain - Insurance Inc.

Prepared By:

Thomas E. Maloney, Esquire  
Quarles & Brady  
4501 Tamiami Trail North  
Suite 300  
Naples, Florida 33940



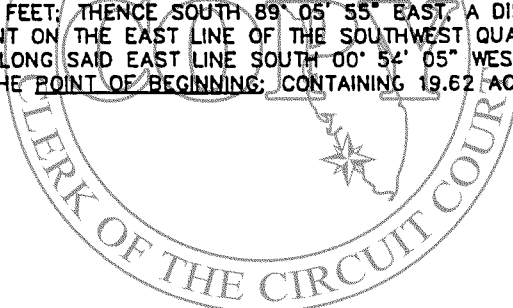
## EXHIBIT A

(Description of Land To Be Platted As Maplewood, Unit 1)

A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 49 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 31 AND BEING THE CENTERLINE OF RADIO ROAD (COUNTY ROAD 856) RUN NORTH 88° 33' 22" EAST ALONG THE SOUTH LINE OF SAID SECTION 31, A DISTANCE OF 2636.40 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 31; THENCE NORTH 00° 54' 05" EAST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER SECTION LINE A DISTANCE OF 50.04 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID RADIO ROAD AND THE POINT OF BEGINNING;

THENCE SOUTH 88° 33' 22" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 199.89 FEET; THENCE NORTH 00° 53' 25" EAST A DISTANCE OF 200.17 FEET; THENCE SOUTH 88° 33' 22" WEST A DISTANCE OF 799.80 FEET; THENCE NORTH 00° 53' 25" EAST A DISTANCE OF 757.11 FEET; THENCE NORTH 70° 58' 16" EAST, A DISTANCE OF 207.43 FEET; THENCE SOUTH 89° 05' 55" EAST, A DISTANCE OF 514.03 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 220.00 FEET, A CENTRAL ANGLE OF 22° 22' 41" AND A CHORD OF 85.38 FEET BEARING SOUTH 77° 54' 35" EAST; THENCE ALONG THE ARC OF SAID CURVE 85.93 FEET TO THE END OF SAID CURVE; THENCE ALONG A NON-TANGENT, NON-RADIAL LINE NORTH 15° 26' 31" EAST, A DISTANCE OF 101.00 FEET; THENCE SOUTH 89° 05' 55" EAST, A DISTANCE OF 180.88 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 31; THENCE ALONG SAID EAST LINE SOUTH 00° 54' 05" WEST, A DISTANCE OF 1068.27 FEET TO THE POINT OF BEGINNING; CONTAINING 19.62 ACRES, MORE OR LESS.



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EXHIBIT B

## LEGAL DESCRIPTION

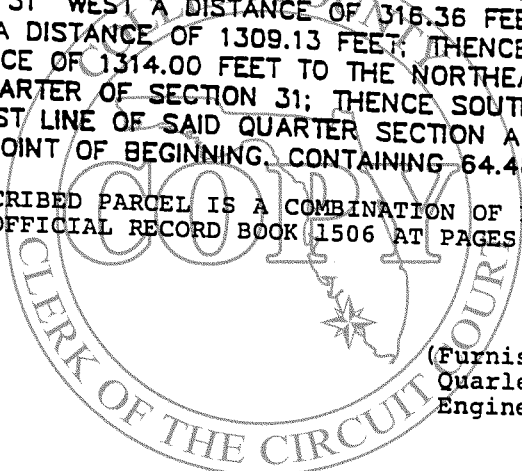
A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 49 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 31 AND BEING THE CENTERLINE OF RADIO ROAD (STATE ROAD 858) RUN NORTH 88° 33' 22" EAST ALONG THE SOUTH LINE OF SAID SECTION 31 A DISTANCE OF 2636.40 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 31; THENCE NORTH 00° 54' 05" EAST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER SECTION LINE A DISTANCE OF 50.04 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID RADIO ROAD BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE SOUTH 88° 33' 22" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 199.89 FEET; THENCE NORTH 00° 53' 25" EAST A DISTANCE OF 200.17 FEET; THENCE SOUTH 88° 33' 22" WEST A DISTANCE OF 799.80 FEET; THENCE NORTH 00° 53' 25" EAST A DISTANCE OF 1057.11 FEET; THENCE SOUTH 88° 52' 31" WEST A DISTANCE OF 316.36 FEET; THENCE NORTH 00° 58' 55" EAST A DISTANCE OF 1309.13 FEET; THENCE NORTH 89° 11' 49" EAST A DISTANCE OF 1314.00 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 31; THENCE SOUTH 00° 54' 05" WEST ALONG THE EAST LINE OF SAID QUARTER SECTION A DISTANCE OF 2553.39 FEET TO THE POINT OF BEGINNING, CONTAINING 64.48 ACRES MORE OR LESS.

THE ABOVE DESCRIBED PARCEL IS A COMBINATION OF LANDS THAT ARE DESCRIBED IN OFFICIAL RECORD BOOK 1506 AT PAGES 1915, 1917 AND 1919.

(Furnished on 12/8/93 to  
Quarles & Brady by American  
Engineering)

when received.



JOINDER AND CONSENT TO  
DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS  
FOR  
MAPLEWOOD

The undersigned party does hereby join in, and consent to, the aforesaid Declaration of Covenants, and the undersigned does hereby agree that all property and property interests in and to the property described in Exhibit A of said Declaration, owned or held by the undersigned, shall, hereafter, be subordinate to, and subject to the said Declaration.

Witnesses:

Susan M. Spren  
Print Name of Witness

Ellen Jones  
Print Name of Witness

ST. JAMES HOMES OF MAPLEWOOD,  
INC., A FLORIDA CORPORATION

BY: James E. Tackett  
Its Vice President  
Print Name Of Signing Officer  
~~XXX~~ JAMES E. TACKETT

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me on the 29 day of March, 1994, by James E. Tackett as Vice President of St. James Homes of Maplewood, Inc., A Florida Corporation on behalf of the Corporation. He is  personally known to me, or  has produced as identification.



"OFFICIAL SEAL"  
Ellen Jones  
My Commission Expires 12/21/96  
Commission #CC 247433

Ellen Jones  
Notary Public  
ELLEN JONES  
Print Name of Notary Public  
My Commission Expires

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OR BOOK

PAGE

CONSENT BY MORTGAGEE TO  
DECLARATION OF COVENANTS, CONDITIONS  
RESTRICTIONS AND EASEMENTS  
FOR  
MAPLEWOOD

CITIZENS NATIONAL BANK OF NAPLES, a national banking association, having a mailing address of P. O. Box 413031, Naples, Florida 33941-3031, as the holder of a Note and Mortgage encumbering the land and improvements being submitted to the Declaration of Covenants, Conditions, Restrictions And Easement For Maplewood and grants its consent to the recording of this Declaration of Covenants, Conditions, Restrictions And Easements For Maplewood in the Public Records of Collier County, Florida.

CITIZENS NATIONAL BANK OF NAPLES, by the execution of this Consent, agrees that the Mortgage recorded at OR Book 1900, pages 1964 through 1995, Public Records of Collier County, Florida, be subordinate to the aforesaid Declaration of Covenants, Conditions, Restrictions And Easements For Maplewood.

Witnesses:

Michelle Casebeer  
Michelle Casebeer

Print Name of Witness

Jenna Bacon  
Dadna Bacon

Print Name of Witness

CITIZENS NATIONAL BANK OF NAPLES  
A National Banking Association

BY:

Robert J David  
Robert J David  
Print Name of Signing Officer  
Its Executive Vice President

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me on the 30 day of March, 1994, by Robert J David as Executive V.P. of Citizens National Bank of Naples, A National Banking Association. He is X personally known to me, or      has produced      as identification.



MICHELLE CASEBEER  
My Commission CG353112  
Expires Mar. 25, 1998  
Bonded by ANB  
800-852-5878

Michelle Casebeer  
Notary Public  
Michelle Casebeer  
Print Name of Notary Public  
My Commission Expires: