



Declarations & Bylaws

Revised November 2010

GLEN EAGLE GOLF & COUNTRY CLUB, INC.

NOTE: SUBSTANTIAL AMENDMENT OF ENTIRE DECLARATION

FOR PRESENT TEXT SEE EXISTING DECLARATION OF COVENANTS

On August 8, 1990, the original Declaration of Covenants, Conditions and Restrictions of Glen Eagle Golf & Country Club (hereinafter the "Master Declaration") was recorded in O.R. Book 1550, at Pages 602 *et seq.*, of the Public Records of Collier County, Florida, under the name of Embassy Woods Golf and Country Club at Bretonne Park. The original Declaration was amended and restated and recorded in O.R. Book 2499, at Pages 1754 *et seq.* That Master Declaration is hereby amended in part, and is restated in its entirety, as amended.

1. SUBMISSION. This Amended and Restated Master Declaration is made by the Glen Eagle Golf and Country Club, Inc., a Florida not-for-profit corporation. The land subject to this Master Declaration and the improvements located thereon have already been submitted to the Declaration of Covenants, Conditions and Restrictions for Embassy Woods Golf and Country Club at Bretonne Park as Exhibit A and Exhibit A-1. No additional property is being encumbered by this Master Declaration. The covenants and restrictions contained in this Master Declaration run with the land and are binding upon and inure to the benefit of all parties having any right, title or interest in the land, and their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

2. DESCRIPTION OF PROPERTY. The land submitted to this Master Declaration by the original Declaration of Covenants, Conditions and Restrictions (hereinafter the "Community") was legally described in Exhibit "A" and Exhibit "A-1," to the Master Declaration, and is incorporated herein by reference.

3. DEFINITIONS. The following definitions shall apply to the terms used in this Declaration and its recorded exhibits, unless the context clearly requires another meaning.

3.1 "Architectural Review Committee" or "ARC" means the Architectural Review Committee as established and empowered in Section 8 of this Declaration.

3.2 "Assessment" or "Assessments" means a share of the funds required for the payment of the common expenses of the Master Association which from time to time is assessed uniformly against one or more classes of members, including without limitation annual assessments and special assessments, as authorized and further provided in Section 11 of this Declaration.

3.3 "Board" means the Board of Directors of Glen Eagle Golf & Country Club, Inc.

3.4 "Common Areas" means any and all real property and improvements thereon owned by, leased to, or dedicated to the Master Association for the use and benefit of some or all of its members. Common Areas include "Master Association Common Areas" and "Club Common Areas," as defined in Sections 5.1 and 5.2 below.

3.5 “Community” means all real property comprising Glen Eagle Golf & Country Club as described in Exhibit “A” and Exhibit “A-1” and the improvements thereon.

3.6 “County” or “the County” means Collier County, Florida.

3.7 “Family” means one natural person or not more than two natural persons who are not related to each other by blood or adoption, who customarily reside and live together and otherwise hold themselves out as a single housekeeping unit. The decision as to whether two persons reside and constitute a qualifying family unit shall be a matter for the Board of Directors in their sole and unbridled discretion. Once designated and accepted by the Board as a qualifying family unit, no change in persons so constituting the qualifying family unit may be made except for one time in any calendar year and no more than three times in any constituent partner’s lifetime, but in all events such change in partner shall be subject to the Board’s approval in its sole and unbridled discretion. Further, the biological or adopted children of only one person shall be entitled to golf privileges if they meet all of the following condition(s) (a) said children are age 21 or less; a (b) such child or children are not married or co-habiting with any third party; and (c) said children do not have custodial children of their own, (i.e. grandchildren of the member), and (d) said children reside with the owner on a permanent basis, or in the case of college or graduate students, at such times as the student is not enrolled in a college or university. If a Lot or Living Unit is owned by two or more persons who are not a “family” as described above or is owned by an entity which is not a natural person, the owner shall be required to select and designate one (1) family as defined above to utilize the golf membership. When there has been no change in the ownership of a Lot or Living Unit, a change in the designated golfer may be made only one time in a calendar year.

3.8 “Glen Eagle Golf & Country Club” is the name of the Community.

3.9 “Governing Documents.” The Governing Documents of the Master Association are this Declaration and all recorded Exhibits to it, including the Articles of Incorporation and Bylaws of the Master Association. In the event of irreconcilable conflict between two of the Governing Documents, the Declaration shall prevail over all other documents, and the Articles of Incorporation shall prevail over the Bylaws.

3.10 “Guest” means any person who is physically present in, or resides in a Living Unit on a temporary basis at the invitation of the Owner or other legally permitted occupant, without the payment of consideration.

3.11 “Institutional Mortgagees” means:

(A) A lending institution having a first mortgage lien upon a Lot, Parcel or Tract, including any of the following institutions: a federal or state savings and loan or building and loan association, a bank chartered by a state or federal government, a real estate investment trust, a pension and profit sharing trust, a mortgage company doing business in the State of Florida, or a life insurance company; or

(B) A governmental, quasi-governmental or private agency that is engaged in the business of buying, selling, holding, guaranteeing or insuring residential mortgage loans (including without limitation the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing

Administration and Veterans Administration) and which holds, guarantees or insures a first mortgage upon a Lot or Living Unit; or

(C) Any and all investors or lenders, or the successors and assigns of such investors or lenders which have loaned money to the Master Association to acquire, develop, or construct improvements in the Community, and who hold a lien on all or a portion of the Community securing such loan. An "Institutional Mortgage" is a mortgage held by an Institutional Mortgagee encumbering a Lot, Living Unit, Parcel or Tract.

3.12 "Lands" means the land described in Exhibit "A" and "Exhibit A-1" of the Declaration as originally recorded, and as it may be amended from time to time.

3.13 "Lease" when used in connection with a Living Unit, means the grant by the Owner of the Unit of a temporary right of use of the Unit for valuable consideration.

3.14 "Living Unit" or "Unit" or "Residence" means any residential structure, including a single family detached or attached dwelling unit or condominium unit, located within the Community and intended for occupancy by one family or household. If a Living Unit is a free-standing or attached single family home or villa located on a Lot, the use of "Living Unit" or "Unit" or "Residence" shall be interpreted as though it was followed immediately by the words "and the Lot on which it is located."

3.15 "Lot" means one or more of the platted portions of land into which the Community has been subdivided, upon each of which a single Living Unit has been or is intended to be constructed. Unless the context clearly requires a different interpretation, the term "Lot" shall be interpreted as if it were followed by the words "and the Living Unit or Residence constructed thereon."

3.16 "Member" means any or all of those persons who are entitled to membership in the Master Association, as provided in the Governing Documents.

3.17 "Neighborhood" means a condominium, a group of single family homes or villas, or any other residential sub-area development within the Community, where all the Lots and Living Units are subject to a single common recorded declaration of neighborhood covenants.

3.18 "Neighborhood Association" means a condominium association created to operate a condominium pursuant to Chapter 718, Florida Statutes or an incorporated homeowners association as defined in Chapter 720, Florida Statutes as amended from time to time, or any other incorporated mandatory membership property owners association operating a Neighborhood or operating facilities or property serving two or more Neighborhoods.

3.19 "Neighborhood Common Areas" means all real property and improvements owned or leased by, or dedicated by recorded plat to, a Neighborhood Association for the common use, enjoyment, or benefit of its members. If a Neighborhood is a condominium, the term includes the common elements of the condominium as well as any real property owned or leased by the condominium association.

3.20 "Neighborhood Covenants" means any and all covenants, conditions, restrictions, and other provisions that are created by a recorded declaration or other instrument, and are applicable only to

one or more specific Neighborhoods, including the recorded Articles of Incorporation and Bylaws of the Neighborhood Association.

3.21 “Occupy” when used in connection with a Living Unit, means the act of using a Living Unit as one’s residence on two or more consecutive days. An “Occupant” is one who occupied a Living Unit.

3.22 “Owner” means the record owner of legal title to any Lot or Living Unit.

3.23 “Rules and regulations” means the rules, regulations and policies governing use of the Common Areas and the operation of the Master Association, as adopted, amended and rescinded from time to time by the Board.

3.24 “SFWMD” means South Florida Water Management District.

3.25 “Service charge” means a charge against one or more Lots or Living Units for any service, material or combination thereof which is provided by the Master Association for the use and benefit of the Owner(s) of those Lots or Living Units, such as repairs, personal services, materials or maintenance. The amount paid or debt incurred by the Master Association shall be a service charge against the Lots or Living Units so benefited. An Owner is deemed to have agreed to the charge by the act of subscribing to, requesting, or accepting the material or service. No agreement by the Owner is necessary in case of work performed, or costs incurred, in enforcing any covenants or rules related to the maintenance of the Lot or Living Unit.

3.26 “Structure” means something built or constructed, or any piece of work artificially built up or composed of parts joined together in some definite manner, the use of which requires a more or less permanent location on the ground, or which is attached to something having a permanent location on the ground. The term shall be construed as if followed by the words “or part thereof.” The term includes, without limitation, all Living Units, swimming pools, spas, fences, flagpoles, antennas, basketball, backboards, skateboard, ramps, swing sets or other play equipment, and storage sheds.

3.27 “Tract” or “Parcel” refers to any or all platted portions of the Community other than the Lots.

3.28 “Voting Interests” means the arrangement established in Section 2 of the Bylaws of the Master Association by which the Owner(s) of each completed Lot or Living Unit are entitled to one vote in the business affairs of the Master Association when a vote of the members is required or permitted.

4. GENERAL DEVELOPMENT PLAN. The Community shall be used for the purposes as provided for herein, subject to the zoning requirements for Collier County, Florida. The Master Association reserves the right and the power to assign various land uses within the Community in accordance with the Collier County zoning requirements, or any amendments thereto, and to inaugurate and implement variations from, modifications to, or amendments of the zoning requirements and any other governmental plans, land development regulations, development orders and development permits applicable to the Community.

4.1 Quiet enjoyment. The Master Association may determine that renovations and/or construction must occur from time to time when necessary to repair or improve structures or other amenities

within the Community. Incident to such process, the quiet enjoyment of the Community may be unavoidably interfered with to some extent by construction operations.

5. THE MASTER ASSOCIATION; PURPOSES AND POWERS. The primary purposes of the Master Association are to hold title to, operate, insure, and maintain and repair all property and related improvements of the Common Areas of Glen Eagle Golf & Country Club, including without limitation the golf course, clubhouse, recreation facilities, private roadways, preservation and conservation areas, the surface water management system and retention areas, and decorative entrance ways to the Community; to provide community-wide services such as cable television for the use and benefit of unit Owners and residents; to enforce restrictive covenants applicable to the Community; to provide architectural and aesthetic control of future construction and improvements of existing property; and to take such other action as the Master Association is authorized or required to take with regard to the Community pursuant to the Governing Documents. The Master Association shall operate, insure, maintain and repair all property and related improvements that were designated by MS TEP EMBASSY, L.P. as Master Association Common Areas or Club Common Areas, regardless of whether legal title to that property was formally conveyed to the Master Association.

5.1 Master Association Common Areas. The Master Association shall operate, maintain and hold record title to the Master Association Common Areas. The Master Association Common Areas are all portions of the Community that are not part of a Neighborhood, and not included in the Club Common Areas. Master Association Common Areas include, but are not limited to, all private roads and travelway easements not within any Neighborhood Common Areas of a condominium association, the Clubhouse (excluding the golf cart facility and pro shop), pools, tennis courts and related facilities, not included in a Neighborhood, all wetlands and other preservation areas, surface water drainage and management systems, and entranceway(s). The Board of Directors may promulgate reasonable rules and regulations regarding use of the Master Association Common Areas consistent with the Governing Documents. Use of Master Association Common Areas shall be available to all members and their invitees, guests, family members and tenants, subject to the rules and the Governing Documents. The costs of operating, maintaining, repairing, insuring and protecting the Master Association Common Areas and the facilities located thereon or connection therewith shall be assessed equally against all Lots and Living Units.

5.2 Club Common Areas. The Master Association shall operate, maintain and hold record legal title to the Club Common Areas. The Club Common Areas are the golf course, pro shop, golf cart facilities, and other facilities and property directly related to the operation of the golf course and designated by the MS TEP Embassy, L.P. as Club Common Areas. The Board of Directors may promulgate reasonable rules and regulations regarding use of the Club Common Areas consistent with the Governing Documents. Use of the Club Common Areas shall be available to all Golf members and their invitees, guests, family members and tenants, on a non-exclusive basis subject to the rules and the Governing Documents. The costs of operating, maintaining, repairing and insuring and protecting the Club Common Areas and the facilities located thereon, or connected therewith, shall be assessed against the Golf members only. The Master Association shall have, without limitation, the following powers:

(A) To exercise the rights more particularly described in Section 6.3 below.

(B) The Board of Directors shall determine whether and to what extent public use of the golf course and other Master Association facilities will be allowed.

(C) To lease, assign or otherwise transfer to a third party the operating rights to, and any profits from, the restaurant, snack bar, pro shop or other commercial facilities on the Club Common Areas.

(D) To restrict or prohibit the recovery of lost golf balls on Club Common Areas, around the golf course and in water hazards, and to sell or assign the exclusive right to do so to commercial enterprises.

(E) To restrict or prohibit use of the cart paths and the golf course generally, for jogging, cycling, walking pets or other activities not directly related to the playing of golf.

(F) Interim members. The extent to which the facilities may be open to the public shall include the right of the Board, but not the obligation, to authorize the sale of interim memberships; interim Golf memberships to Social Members and both Golf and Social, to people who are not owners or residents of the Community. Interim members will have no voting rights. While in good standing, such members have the right to enjoy the social and recreational facilities appropriate to their membership class. To remain in good standing, such members shall be obligated to timely pay all charges, including a restaurant minimum, and interim dues in the amount established by the Board of Directors. Interim memberships shall not be more than six (6) months in duration and are limited to the period of time starting May 1st of each year and ending October 31st of each year. Interim memberships may be terminated at any time by the Board of Directors.

5.3 Manager. The Master Association may contract, employ and pay for the services of an entity or person to assist in managing its affairs and carrying out its responsibilities, and may employ other personnel as the Master Association shall determine to be necessary or desirable.

5.4 Personal property. The Master Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise.

5.5 Insurance. The Master Association at all times shall procure and maintain adequate policies of public liability and other insurance as it deems advisable or necessary and as required in Section 14 below. The Master Association additionally shall cause all persons with access to Master Association funds to be insured or bonded with adequate fidelity insurance or bonds.

5.6 Express and Implied Powers. The Master Association may exercise any rights, power or privilege given to it expressly by the Governing Documents or by the law in effect at the time this Declaration is recorded, and every other right, power or privilege reasonably inferable therefrom.

5.7 Acts of the Master Association. Unless the approval or affirmative vote of the members is specifically made necessary by some provision of applicable law or the Governing Documents, all approvals or actions permitted or required to be given or taken by the Master Association may be given or taken by its Board of Directors, without a vote of the members. The officers and Directors of the Master Association have a fiduciary relationship to the members. A member does not have the authority to act for the Master Association by reason of being a member.

5.8 Member Pre-approval of Litigation. Notwithstanding any other provisions of the Governing Documents to the contrary, the Board of Directors must obtain the prior approval of at least a majority of the voting interests of the Master Association present in person or by proxy at a meeting of the membership at which a quorum has been attained prior to the payment of, or contracting for the payment of, legal fees to any person engaged by the Master Association for the purpose of commencing litigation involving amounts in controversy in excess of \$200,000 other than for the following purposes:

- (A) The collection of assessments;
- (B) The collection of other charges which members are obligated to pay;
- (C) The enforcement of the Governing Documents;
- (D) The enforcement of the rules and regulations of the Master Association;
- (E) In an emergency, when waiting to obtain the approval of the members creates a substantial risk of irreparable injury to the Master Association or its members; or
- (F) Filing a compulsory counterclaim.

5.9 Articles of Incorporation. The Amended and Restated Articles of Incorporation of the Master Association are attached as Exhibit "B."

5.10 Bylaws. The Bylaws of the Master Association shall be the Amended and Restated Bylaws attached as Exhibit "C," as they may be amended from time to time.

5.11 Official Records. The official records of the Master Association shall be maintained within the State of Florida and must be open to inspection and available for photocopying by members or their authorized agents at reasonable times and places within ten (10) business days after receipt by the Master Association of a written request for access. This requirement may be complied with by having a copy of the official records available for inspection or copying within the Community. The Master Association may adopt reasonable written rules governing the frequency, time, location, notice, and manner of inspections, and may impose fees to cover the costs of providing copies of the official records, including, without limitation, the costs of copying. The Master Association shall maintain an adequate number of copies of the recorded Governing Documents, to ensure their availability to members and prospective members, and may charge its actual costs for reproducing and furnishing these documents to those persons who are entitled to receive them.

5.12 Reclaimed or Non-potable Water for Irrigation. All Owners within Glen Eagle Golf & Country Club, by the act of purchasing, are deemed to have irrevocably consented to the irrigation of part or all of the Community with treated effluent emanating from an approved treatment plant with a current operating permit from the State of Florida, Department of Environmental Protection, or other such agency with jurisdiction. The cost is a common expense.

5.13 Enforcement power. All development conditions, restrictions, requirements, commitments and impact-mitigating provisions of the PUD may be enforced by the Master Association, by the

Board of Directors, or by Collier County, by action at law or in equity; and if the Master Association, or the Board, or Collier County prevails in any such action at law or equity, the prevailing party shall be entitled to the award of all its costs of investigation and enforcement including staff time and attorney's fees incurred by or on behalf of the Master Association or the County.

6. MASTER ASSOCIATION MEMBERSHIP; VOTING RIGHTS. Every Owner of record with legal title to a Lot or Living Unit within the Community shall be a member of the Master Association. Membership is appurtenant to, and may not be separated from, ownership of a Lot or Living Unit. The rights, powers, duties and privileges of members shall be as set forth in this Declaration, and in the Articles of Incorporation and Bylaws of the Master Association.

6.1 Classes of membership. The Master Association has two (2) classes of voting membership, as follows:

(A) Golf members. Golf members are a voting class and are the Owners of Lots or Living Units within the Community to which a Golf membership has been made an appurtenance. Golf members shall have full rights to use both the Master Association Common Areas and Club Common Areas facilities, including full golfing privileges. The actual number of Golf memberships which may be created is in the discretion of the Board, but the total number of Golf memberships shall not exceed 925. Except for temporary delegations of use privileges as provided for in Section 6.4 below, a Golf membership shall not be assignable and /or transferable by any method other than the sale or conveyance of record legal title to the Lot or Living Unit to which it is appurtenant; however, a Golf member may temporarily assign and/or transfer his or her privileges to use the Master Association Common Areas and Club Common Areas to a tenant residing in the member's Living Unit pursuant to Section 6.4 below. Upon sale or other transfer of ownership of a Lot or Living Unit to which a Golf membership is appurtenant, the transferor shall be deemed to have automatically assigned and transferred the Golf membership with his or her Lot or Living Unit. A Golf member's right to use the golf course and other recreation facilities is limited as set forth in this Declaration and in the Bylaws. Any attempt to separate or partition the membership from the interest in real property upon which it is based shall be null and void. The voting rights appurtenant to a Lot or Living Unit with a Golf membership shall be as provided in the Bylaws.

(B) Social members. Social members are a voting class and are the Owners of all Lots or Living Units within the Community to which a Social membership has been made an appurtenance. Social members shall have all the rights and privileges to use the Master Association Common Areas. Social members shall not have golfing privileges or the right to use Club Common Areas, except that they may use the golf course on a "space available" basis only, as determined by the Board, with no right to schedule tee times in advance, upon payment of greens fees, cart fees and any other fees established by the Master Association. A Social membership shall not be assignable and/or transferable other than through the sale or conveyance of the record legal title to the Lot or Living Unit to which it is appurtenant; however, a Social member may temporarily assign and/or transfer his or her privileges to use the Common Areas to a tenant residing in the member's Living Unit pursuant to Section 6.4 below. The voting rights appurtenant to a Lot or Living Unit with a Social membership shall be as provided in the Bylaws.

Golf and Social memberships are assigned as shown in Exhibit "D" to this Declaration.

6.2 Use of the Golf Course; annual designation of golfers. The Owners of each Lot or Living Unit to which a Golf membership is appurtenant are entitled to only one (1) Golf membership. Each golf membership shall have no more than two (2) individuals designated as the golfers with such designation being made on an annual basis unless a change is the direct result of a transfer of record legal title to the Lot or Living Unit. Use rights in the golf course for each such membership shall be limited to the persons comprising one "family." For purposes of this Section 6.2 only, "family" means one natural person or not more than two natural persons who are not related to each other by blood or adoption, who customarily reside and live together and otherwise hold themselves out as a single housekeeping unit. The decision as to whether two persons reside and constitute a qualifying family unit shall be a matter for the Board of Directors in their sole and unbridled discretion. Once designated and accepted by the Board as a qualifying family unit, no change in persons so constituting the qualifying family unit may be made except for one time in any calendar year and no more than three times in any constituent partner's lifetime, but in all events such change in partner shall be subject to the Board's approval in its sole and unbridled discretion. Further, the biological or adopted children of only one person shall be entitled to golf privileges if they meet all of the following conditions (a) said children are age 21 or less; a (b) such child or children are not married or co-habiting with any third party; and (c) said children to not have custodial children of their own, (i.e. grandchildren of the member), and (b) said children reside with the owner on a permanent basis, or in the case of college or graduate students, at such times as the student is not enrolled in a college or university. If a Lot or Living Unit is owned by two or more persons who are not a "family" as described above or is owned by an entity which is not a natural person, the owner shall be required to select and designate one (1) family as defined above to utilize the golf membership. When there has been no change in the ownership of a Lot or Living Unit, a change in the designated golfer may be made only one time in a calendar year.

6.3 Association rights and easements. Members in good standing have the non-exclusive right to use the Common Areas subject to:

(A) The right of the Master Association to adopt the annual budget and to determine the annual assessments to be paid by members.

(B) The right of the Master Association to charge any admission, use, or other fees for any Common Areas as the Board may deem appropriate. The fees may be higher for non-Owners than for Owners.

(C) The right of the Master Association to suspend a member's right to use Common Areas for the period during which any assessment or charge against the member's Lot or Living Unit remains unpaid and past due, and for a reasonable period during or after any infraction of the Master Association's rules and regulations.

(D) The right of the Master Association to dedicate or transfer all or any part of the Common Areas to any governmental agency, public authority, or utility.

(E) The right of the Master Association to grant easements over, across or through the Common Areas.

(F) The right of the Master Association to open the Common Areas, including the golf course, for use by non-members of the Master Association, or non-Owners.

(G) The right of the Master Association, with the prior assent of at least two thirds (2/3rds) of the voting interests, present in person or by proxy at a meeting of the membership at which a quorum has been attained or by following the procedures set forth in Section 3.10 of the Bylaws, to borrow money secured by a mortgage in excess of two hundred thousand dollars (\$200,000) on real property as set forth in Section 4.1 (E) of the Bylaws, for the purpose of improving the Common Areas.

(H) The right of the Master Association to take steps reasonably necessary to protect the Common Areas.

(I) The right of the Master Association to close or restrict access to or use of the golf course or other Common Areas for limited periods of time to conduct special events.

(J) The right of the Master Association to regulate parking and traffic on the private roads within the Community, including, without limitation, the use of access gates or speed bumps.

(K) The provisions of this Declaration, the Articles of Incorporation and Bylaws of the Master Association; and any rules and regulations governing use and enjoyment of the Common Areas adopted by the Master Association.

6.4 Temporary Delegation and Transfer of Use Rights in Common Areas.

(1) A Golf or Social member may not temporarily delegate his right to use the Common Areas to any non-resident guests unless such non-resident guests are accompanied by the member or are covered by one of the provisions listed below.

(2) A member may transfer and/or assign his or her privilege to use the Common Areas and Club Common Areas to:

(A) Guests (including family members who are guests and who do not normally reside in the Living Unit) who reside in the Living Unit without the presence of the Owner for more than thirty (30) days.

(B) Approved residential tenants who rent the member's entire Living Unit. All rentals must be registered with the Master Association and the appropriate fee paid. The Owner(s) of the Living Unit is responsible for filing the rental application with the Neighborhood Association and the rental registration with the Master Association. Tenants that move into the Living Unit without approval of the Neighborhood Association and processing by the Master Association will receive five (5) days to provide the appropriate application and fee or any legal or disciplinary action available to the Master Association may be commenced. Upon the lease of a Living Unit to which a Golf Membership or Social Membership is appurtenant, the Owner(s) may retain the right to use the use privileges, in which case the tenant(s) shall have no such rights.

(3) In the case of residential tenants of the member's Living Unit, the Owner who desires to delegate or transfer his right to use the Common Areas shall give to the Board of Directors or its designee written notice of such intention at least ten (10) days prior to the first day of occupancy under the lease along with any fee described in Section 6.4 (7), below, and a fully executed Application Form furnished by the Master Association together with such other information as the Board may require. The Application provided to the Master Association must reflect prior approval by the Board of the applicable Neighborhood Association in order for the Master Association to process the Application.

(4) The Board may establish, at its discretion, rules and regulations for a Golf member to delegate his right to use the golf course to other owners on the deed or family members without the member accompanying the specifically and prior approved family member. The determination of an approved family member will be made at the discretion of the Board after such Owner verifies the relationship.

(5) The Board may establish, at its discretion, rules and regulations for a Golf or Social member to delegate his right to use the restaurant facilities to family members (who are not Glen Eagle owners), without the member accompanying the specific and prior approved family member. The determination of an approved family member will be at the discretion of the Board after such Owner verifies the relationship.

(6) Each member shall be financially and legally responsible to the Master Association for the actions and debts to the Master Association of any tenant or other person to whom the member has delegated or transferred his right to use the Common Areas and Club Common Areas, as defined in Sections 5.1 and 5.2 of this Declaration. The member may not delegate the obligation to pay Master Association assessments or fees.

(7) The Board of Directors may limit the number of tenants and guests or the frequency or duration of any member's transfer of use rights, and may impose fees for the transfer of such rights of use of the facilities by tenants and guests, which fees may be different from fees charged to members or guests who accompany members while using the Club Common Areas.

(8) A Golf member who has transferred his or her use privileges for a Lot or Living Unit may not use the Common Areas or Club Common Areas during the period of the transfer, except as a guest of another member. However, a member who has transferred his use privileges for a Lot or Living Unit may continue to enjoy the use privileges that are appurtenant to any other Lot or Living Unit the member owns in Glen Eagle Golf & Country Club, provided that the use privileges for such Lot or Living Unit have not been transferred.

(9) Owners are required to keep the Master Association informed as to the identity and relationship of any persons who normally reside with the Owner and intend to utilize the Common Areas that are appurtenant to the Lot or Living Unit (Golf Members or Social Members).

(10) If the Owner has any guests who are residing in the Unit without the Owner's presence, the Owner is required to inform the Master Association of the identity of the guests and the length of their stay.

(11) The transfer of use privileges to the Club Common areas is subject to the provision(s) described in Section 6.2 of the Declaration of Covenants.

6.5 Separation of ownership. The ownership of a Lot and the ownership of any Living Unit constructed thereon may not be separated or separately conveyed, nor may any person who does not own record legal title to at least one Lot, Living Unit, Tract or Parcel hold a Golf or Social membership in the Master Association.

6.6 Credit. The Master Association, in the discretion of the Board, may implement a policy of not accepting cash payments and establish a Glen Eagle House Account by which Golf and Social members will charge all services received within the Glen Eagle Golf & Country Club. The Master Association may also require, in the discretion of the Board, that each member and resident guest open an account with a nationally recognized credit card, to which all purchases of goods and services from the clubhouse, pro shop, dining room and other facilities may be charged and that a surcharge may be added for each month a credit card is used. At the discretion of the Board, each member, guest and tenant may be required to pay by check only.

6.7 Minimum purchases. The Master Association may implement a policy that requires each Golf and Social member to purchase at least a minimum amount of food or beverages from the Master Association. The amount of the yearly minimum charge and the 12-month period it covers shall be determined by the Board. The Board shall determine if the minimum amount shall be paid in advance or if any funds not spent under the minimum amount shall be billed at the end of the fiscal year.

7. GENERAL COVENANTS AND USE RESTRICTIONS. The land comprising the Community may be used for any and all purposes approved or permitted in the PUD and the Master Association has the right and the power to assign and reassign various land uses within the Community in accordance with the PUD, or any amendments thereto, and to inaugurate and implement variations from, modifications to, or amendments of, the PUD and any or all other governmental plans, land development orders and development permits applicable to the Community.

7.1 Subdivision and Regulation of Land. No Lot or Living Unit may be divided or subdivided without the express and prior written approval of the Master Association, which approval may be denied in the sole discretion of the Master Association. No Owner or Neighborhood Association shall initiate, undertake or attempt to inaugurate or implement any variation from, modification to, or amendment of the PUD or any other governmental plans, land development regulations, development orders or development permits applicable to the Community, or to any Lot, Tract or Parcel, without the express and prior written approval of the Master Association, which approval may be denied in the sole discretion of the Master Association. Nothing in this Section 7.1 is intended to prevent judicial partition of a Lot or Living Unit owned by two or more persons.

7.2 Surface Water Management Systems, Lakes, and Wet Retention Ponds. The Master Association is responsible for maintenance of all surface water management systems, lakes, and water retention ponds in the Community. Adequate drainage rights-of-way or easements which are

necessary to construct, operate and maintain all facilities which constitute the Community's permitted surface water management system, shall be shown on the Community's several final Subdivision Plats, or else incorporated therein by reference, as these Plats are gradually recorded in the Public Records of Collier County for different portions of the Community.

(A) No Owner or Neighborhood Association may construct or maintain any building, Living Unit structure (including docks), or undertake any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas or drainage easements described on the recorded Plats of the Community, unless prior written approval is received from both the Board of Directors and the SFWMD. Each Owner within the Community, at the time of construction of a building, Resident or structure, shall ensure that the construction plans comply with the plans for the Community's surface water management system on file with SFWMD. No Owner or Neighborhood Association shall in any way change, alter, impede, divert or otherwise interfere with the flow or volume of water in any portion of the Community's surface water management system (including but not limited to lakes, ponds, swales, drainage ways and wet retention ponds or other areas intended for the accumulation of stormwater runoff) without the prior written approval of the Board and of SFWMD. **NO PERSON SHALL REMOVE LITTORAL ZONE VEGETATION FROM ANY STORMWATER MANAGEMENT**

SYSTEM, REMOVAL OF VEGETATION INCLUDES DREDGING, PULLING, CUTTING, APPLICATION OF HERBICIDES OR INTRODUCTION OF GRASS CARP.

(B) No Owner, Neighborhood Association or other person shall unreasonably deny or prevent access to water management areas by the Master Association or any appropriate governmental agency that may reasonably require access for maintenance, repair, or landscaping purposes. Nonexclusive easements therefore are hereby specifically reserved and created.

(C) No Lot, Tract, Parcel or Neighborhood Common Area shall be increased in size by filling in any lake, pond or other water retention or drainage areas which it abuts. No person shall fill, dike, rip-rap, block, divert or change the established water retention and drainage areas that have been or may be created without the prior written consent of the Board and SFWMD. No person other than the Master Association may draw water for irrigation or other purposes from any lake, pond or other water management area, nor is any boating, swimming, or wading in such areas allowed.

(D) All stormwater management systems, excluding those areas (if any) maintained by the County, will be the ultimate responsibility of the Master Association. The Master Association may enter any Lot, Tract, Parcel or Neighborhood Common Area and make whatever alterations, improvements or repairs are deemed necessary to provide, maintain, or restore proper surface water management.

7.3 Preservation and Conservation areas. The Master Association shall be responsible for the maintenance and regulatory compliance of all Common Areas placed under the Master Association's jurisdiction, regardless of where located, in accordance with rules, regulations and permitting requirements set forth by the County and other permitting agencies, including SFWMD. All on-site

wetlands, along with the required upland buffers around each wetland, shall be maintained as preservation or enhancement areas. "Preservation" as used herein means the perpetual maintenance of habitats in their existing (or restored) condition. "Conservation Areas" include other Common Areas in the community which are to be protected and maintained by the Master Association in compliance with all plan approvals from Collier County and other governmental agencies.

FILLING, EXCAVATING OR REMOVAL OF NATIVE VEGETATION IS NOT PERMITTED WITHIN THE PRESERVATION AND CONSERVATION AREAS, EXCEPT AS ALLOWED WITHIN THE APPROVED RESOURCE MANAGEMENT PLAN.

Lot Owners shall address any questions regarding authorized activities within the Preservation and Conservation Areas to the SFWMD. Prohibited activities include without limitation, placing or dumping soil, trash or horticultural debris.

7.4 Open space. Any land subject to this Declaration that is designated as open space, landscape buffer, preservation area, conservation area or words of similar import on any plat, declaration of covenants and restrictions, site plan, permit or other document shall be preserved and maintained as open space by its owner. If the land or an easement over such land has been conveyed or dedicated to the Master Association or to a Neighborhood Association, the Master Association or Neighborhood Association shall preserve and maintain such land. No development may occur on such land except structures or improvements which promote the use and enjoyment of the land for open space purposes.

7.5 Lawns, landscaping; irrigation systems. Except for designated preservation or conservation areas, buffer zones, open space or other similar areas, all areas not covered by structures, walkways or paved parking facilities shall be maintained by their owners as lawn or landscaped areas to the pavement edge of any abutting streets and to the waterline of any abutting lakes, canals or water management areas. Stone, gravel, or paving may not be used as a substitute for grass in a lawn. Certain areas as determined by the Master Association shall remain in a natural or unimproved state. All lawns and landscaping shall be completed at the time of completion of the Residence as evidenced by the issuance of a Certificate of Occupancy by the appropriate governmental agency, and shall thereafter be kept in good condition by the Owner. Lawns must be regularly cut and mulched areas regularly re-mulched. The main irrigation line shall be the responsibility of the Master Association. If a Neighborhood Association or Lot Owner received irrigation water through the main irrigation line of the Master Association, then the components of that irrigation system serving each individual Neighborhood Common Area or Lot, including but not limited to the tap into the main line, timers, switching devices and heads shall be the responsibility of the Neighborhood Association or the Lot Owner. If an Owner of a Lot is required to tap into the Master Association's irrigation system to access water for irrigation, the cost of such tap will be at the expense of the Lot Owner, payable to the Master Association. The Master Association and/or the Neighborhood Association shall have the right to adopt a schedule of irrigation times and duration or irrigation, subject to intervention by the SFWMD. The Master Association may also be responsible for irrigation of certain adjoining public roadway areas not owned by the Master Association, and the cost shall be a Master Association Common Area expense.

7.6 Maintenance of premises. Except for conservation or preservation areas and other areas designated by the Master Association, no high weeds, underbrush, high grass or other unsightly vegetation shall be permitted to grow or remain upon any Lot or Neighborhood Common Area, and

no refuse or waste shall be allowed to be placed or suffered to remain upon any Lot or Neighborhood Common Area. If an Owner or Neighborhood Association permits such weeds, high grass, underbrush or other unsightly growths, and fails to correct same after five (5) days notice by the Master Association, the Master Association shall have the right to enter upon the premise and make such corrections and shall charge the Owner or Neighborhood Association for the cost of the corrections. Said charge, until paid, shall be a lien against the offending Lot or Neighborhood Common Area. All lawns, landscaping and sprinkler systems and all structures, improvements and appurtenances shall at all times be kept in a safe and attractive condition, and all structures shall be maintained in a finished, painted and attractive condition.

7.7 Sidewalks. The Master Association may construct sidewalks in various locations within the Master Association Common Areas of the Community. Driveway cuts and the construction of or change to the driveways by an Owner of a Lot or Living Unit or by a Neighborhood Association, shall not be started without the prior written approval of the Board as required by Section 8 of this Declaration.

7.8 Litter. In order to preserve the beauty of the Community, no garbage, trash, refuse or rubbish shall be deposited, dumped or kept within the Community except in closed containers, dumpsters or other garbage collection facilities deemed suitable by the Board, or in proper-sized, closed plastic bags for curbside pickup as required. All containers, dumpsters and other garbage collection facilities shall be screened from view, kept in a clean condition, and without noxious or offensive odors emanating.

7.9 Walls, Fences, Hedges, etc. Unless prior approval is made in writing by the Board, no wall, fence, hedge, or other divider shall be constructed or maintained at a height of more than six feet above the ground level of any adjoining Lot or Neighborhood Common Area. No wall, fence or hedge shall be constructed on any Lot or Neighborhood Common Area unless its height, length, type, design, composition, material and location receives prior written approval of the Board as required by Section 8 of this Declaration. Height shall be measured from the finished grade of adjoining developed property. Any dispute as to height, length, type, design, composition or material shall be resolved by the Board, whose decision shall be final.

7.10 Driveways and Parking Areas. Driveways and parking areas must be paved with concrete, paver blocks, or another surface approved by the Master Association. Maintenance and repair of all driveways, parking and other paved parking facilities (except driveways serving only one single family home) shall be the responsibility of the Master Association (if located in the Common Areas) or the responsibility of the Neighborhood Association (if located in a Neighborhood Common Area). Driveways must be kept clean and free from excessive oil, rust or other unsightly stains.

7.11 Colors. No change to exterior colors shall be permitted on any structure without the prior written approval of the Board as required by Section 8 of this Declaration, as being harmonious with the overall appearance of the Community or a particular Neighborhood.

7.12 Underground Utilities. No lines or wires for communication or the transmission of electric current shall be constructed, or placed, or permitted to be placed within the Common Areas unless the same shall be protected cables; all such lines or wires which are not located in structures shall be constructed or placed and maintained underground, unless otherwise approved in writing by the Board. No water pipe, gas pipe, sewer pipe, drainage pipe or storage tank shall be installed or

maintained above the surface of the ground, except hoses and movable pipes used for irrigation purposes.

7.13 Water Supply; Private Wells; Water Rights. Each Lot Owner is required to connect the water lines on his Lot to the lines of the utility providing service to the Community. No Owner may install or operate a private well. The Master Association shall have the exclusive right to develop and utilize the ground and surface or sub-surface water resources of the Lands for any legal purpose, including the transport and use of such waters beyond the Lands.

7.14 Temporary Factory-built or Existing Structures. No structure of any kind of what is commonly known as “factory-built”, “modular”, or “mobile home” type construction shall be erected without the prior written permission of the Board. No tent, trailer or temporary structure shall be permitted unless its size, appearance and temporary location on the Lot have first been reviewed by the ARC and approved by the Board.

7.15 Antennas and Flagpoles. Outside television, radio, or other electronic towers, aerials, antennae, satellite dishes, and all other devices of any type used or intended to be used for the reception or transmission of radio or television broadcasts or other telecommunications, may not be erected, constructed, placed or permitted to remain on any Lot or Tract or upon any improvements thereon, unless prior written approval of the Board is provided as required by Section 8 of this Declaration.

The foregoing does not apply to the installation, maintenance and use of antennas to receive video programming, including specifically small DBS (“direct broadcast satellite”) dishes, one (1) meter or less in diameter, TV antennas, and antennas used to receive multi-point distribution (wireless cable) services, covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000, as amended, promulgated under the federal Telecommunications Act of 1996, as amended from time to time. The Master Association shall be empowered to adopt rules governing the types of antennae, restrictions relating to safety, location and maintenance of antennae. The Master Association may adopt and enforce reasonable rules limiting installation of permissible dishes or antennae to side or rear yard locations, not visible from the street or neighboring properties, and integrated with the Residence and surrounding landscape, to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules. Antennae shall be installed in compliance with all federal, state and local laws and regulations, including zoning, land-use and building regulations.

A flagpole, for display of flags as defined in Section 7.27, may be permitted if its design and location are first approved by the Master Association. An approved flagpole shall not be used to mount an antenna. This provision is intended to protect residents from unreasonable interference with television reception, and the operation of electronic devices and home appliances, which is sometimes caused by the operation of ham radios, CB base stations or other high-powered broadcasting equipment.

7.16 Outdoor equipment. All garbage and trash containers, oil tanks, bottled gas tanks, swimming pool and spa equipment and housing and sprinkler pumps and other such outdoor equipment must be underground, or placed in areas not readily visible from adjacent streets, or hidden from view with appropriate landscaping or other suitable visual barrier as approved by the Neighborhood Association and receive prior written approval from the Board as required by Section 8 of this

Declaration. Any such screening around these facilities shall be maintained by the Owner or Neighborhood Association.

7.17 Clothes drying area. No outdoor clothes drying area shall be allowed unless its location and design receive prior written approval by the Board as required by Section 8 of this Declaration.

7.18 Lighting. All permanent exterior lighting of structures or landscaping shall be accomplished in accordance with plans that receive written prior approval from the Board as required by Section 8 of this Declaration. No spotlights, floodlights or other high intensity lighting shall be placed or utilized upon any Lot which in any way will allow light to be reflected on other Lots or the improvements thereon, or upon any Common Areas or any part thereof, without prior written approval by the Board as required by Section 8 of this Declaration. Low intensity lighting, such as traditional and customary Christmas and other holiday decorations, which do not unreasonably disturb other Owners or occupants of the Community, shall be allowed.

7.19 Air conditioners. Wall or window air conditioning or heating units are not permitted.

7.20 Solar collectors; roof vents. Solar collectors, roof vents and other installations on the roofs of structures shall be permitted only at locations that receive prior written approval by the Board as required by Section 8 of this Declaration. The Board may require these items to be screened from view by landscaping or other suitable visual barrier.

7.21 Signs. No signs, banners, billboards or advertisements of any kind, including without limitation, those of Realtors, politicians, contractors or subcontractors, may be erected or displayed anywhere within the Community, including in windows and on motor vehicles except as noted below or as approved in advance by the Board. The Board of Directors shall have the right to erect signs as they deem appropriate. If any sign is erected in violation of this provision, the Master Association or a Neighborhood Association having jurisdiction shall have the right to enter the property on which the sign is located and remove it. The foregoing shall not apply to entry and directional signs that were originally installed by the entity that developed a Neighborhood or the Master Association Common Areas or those installed by the Master Association, and signs required by law.

7.22 Trucks, commercial vehicles, recreational vehicles, motor homes, mobile homes, boats, campers, trailers and other vehicles.

(A) No commercial vehicle of any kind shall be parked in the Community except for construction or service vehicles that are temporarily present on business. Evidence of the commercial nature of a vehicle shall include, without limitation, lettering or drawings visible from the outside and/or it has visible materials used in the performance of services. If any Owner has a commercial or service vehicle, it must be housed in a structure at all times it is in the Community. An open carport shall not be deemed a structure.

(B) No boat, trailer, semitrailer, or house trailer of any kind, camper, mobile home, motor home, bus, truck, truck camper, pick-up truck or disabled, inoperative or unlicensed motor vehicle of any kind may be parked, stored, left standing by an owner, guest, or tenant unless it is fully enclosed within a garage. House trailers, semitrailers, campers, buses, motor homes, trucks, pick-up trucks, mobile homes, truck campers, and the like are permitted to be

parked in the Community for loading and unloading purposes only, and then for a maximum of 12 hours. Parking for longer periods of time may be permitted, with the prior written approval of the Board. Sports Utility Vehicles (SUVs) are not considered to be a truck for purposes of this provision.

(C) No motor vehicle shall be parked anywhere other than on paved or other areas designated for that purpose, or in garages. Parking on lawns or landscaped areas is prohibited. No motor vehicle of any type may be parked or kept on the Common Areas of the Community between the hours of 10:00 P.M. and 6:00 A.M., without the prior written approval of the Board.

(D) No motor vehicle shall be used within the Community as a domicile or residence, either permanent or temporary.

(E) Paragraphs (A) through (D) shall not be deemed to prohibit any temporary facility permitted by Section 7.14 above.

(F) Any vehicles parked in violation of this Section 7.22 are subject to being towed away, in accordance with applicable laws or ordinances, at the Owner's expense.

(G) No Owner may keep a golf cart in any Neighborhood.

(H) Parking in handicap spaces is restricted to only those vehicles who have either a handicap designated license plate or who have the required blue symbol hanging from their hanging from their interior rear view mirror. A driver who is not the person who was the recipient of the handicap label should not use any of the handicap spaces unless the handicapped person is in the vehicle. In addition, there are only two (2) parking spaces that are designated for the vehicles with lifts for a wheelchair in order to accommodate a driver or a passenger that must use the wheelchair.

7.23 Living Units; residential use. Each Living Unit shall be occupied by only one family at any time, as a residence and for no other purpose. No business, commercial activity or profession may be conducted from any Unit, nor may the name of the Community or the address of any Living Unit be publicly advertised as the location of any business. The use of a Living Unit as a public lodging establishment shall be deemed a business or commercial use. This restriction shall not be construed to prohibit any Owner from maintaining a personal or professional library, from keeping his personal, business or professional records in his Unit, or from handling his personal, business or professional telephone calls or written correspondence in and from his Unit. Such uses are expressly declared customarily incident to residential use. This Section 7.23 is, however, intended to prohibit commercial or business activity by an Owner which would unreasonably disrupt the residential ambiance of the Community, or make it obvious that a business is being conducted, such as by regular or frequent traffic in and out of the Community by persons making deliveries or pick-ups, by employees or other business associates, or by customers and clients.

7.24 Pets and animals. Not more than two (2) commonly accepted household pets such as a dog or cat, and reasonable numbers of tropical fish or caged birds may be kept in a Living Unit, subject to other reasonable regulation by the Master Association or a Neighborhood Association having jurisdiction. All animals shall be leashed (if outdoors), or kept within the Living Unit and shall not

be permitted to roam free. The Master Association may restrict the walking of pets to certain areas. Pets are not permitted on the golf course at any time. Owners who walk or exercise their pets on Master Association, Community, Club or Neighborhood Common Areas must clean up after their pets. Commercial activities involving pets, including without limitation, boarding, breeding, grooming and training, are not allowed. The ability to keep a pet is a privilege, not a right. If in the opinion of the Board, any pet becomes the source of unreasonable annoyance to others, or the owners of the pet fails or refuses to comply with any of these restrictions, the pet owner, upon written notice, may be required to remove the pet from the Community. Pets may not be left unattended or leashed in yards or in garages or on porches, balconies, lanais, and other open areas.

7.25 Nuisances. Nothing may or shall be done or permitted to be done which is, or may become, a source of unreasonable annoyance or nuisance to residents of any Neighborhood. Any question with regard to the interpretation of this Section shall be decided by the Master Association whose decision shall be final.

7.26 Correction of Health and Safety Hazards. Any conditions of the physical property which are reasonably deemed by the Board to be an immediate hazard to the public health or safety may be corrected as an emergency matter by the Master Association, and the cost thereof shall be charged to the responsible Owner or Association.

7.27 Flags. In accordance with Section 720.304 (2), Florida Statutes, any Owner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day may display in a respectful manner portable, removable official flag, not larger than 4 ½ feet by 6 feet, which represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.

7.28 Master Association's Exculpation. The Master Association may grant, withhold or deny permission or approval in any instance where permission or approval is required, without any liability or any nature or kind to any Owner or Neighborhood Association or any other person for any reason whatsoever, and any permission or approval granted shall be binding upon all persons.

8. ARCHITECTURAL AND AESTHETIC CONTROL

8.1 General. No building, structure or other improvement shall be erected or altered, nor shall any grading, excavation, landscaping, change of exterior color, or other work which in any way materially alters the exterior appearance of any structure, Lot, Living Unit, or Neighborhood Common Area be performed without the prior written approval of the Board. In obtaining said written approval, an Owner or a Neighborhood Association applying shall comply with all applicable requirements and procedures. The Board shall appoint members of an Architectural Review Committee (ARC) to review and recommend on any such application. The Board will then take action on the ARC's recommendation.

8.2 Architectural Review Committee. The architectural and aesthetic review and recommendation functions to the Board of the Master Association shall be administered by the ARC. The ARC shall consist of not less than three (3) persons and not more than five (5) persons who are members of the Master Association. No member of the ARC shall be a Master Association Board member. Whenever possible and practical, one of the committee members should be an architect, general

contractor, or other person with professional expertise in building, landscaping or architectural design.

8.3 Selection; terms. The Members of the ARC shall be appointed by the President of the Master Association to serve terms of one year beginning on January 1 of each year. If a mid-term vacancy occurs for any reason, the President shall appoint a successor to fill the unexpired term.

8.4 Compensation. If approved by the Board of Directors, any or all members of the ARC may be compensated for their services.

8.5 Meetings. The ARC shall meet at least once during each quarter and otherwise at the call of the Chairman as necessary to carry out its duties and functions. The ARC shall meet with the same formalities and notice requirements as required for Board meetings, unless otherwise permitted by law. Written notice of meetings shall be posted at least forty-eight (48) hours in advance, and any owner wishing to appear before the ARC may do so. Special meetings may be called as needed by the Chairman.

8.6 Procedures; voting. A majority of the members of the ARC present in person or by use of a conference call whereby all persons present can hear and speak to all other persons at any duly called meeting shall constitute a quorum. All questions shall be decided by a majority of the quorum of the ARC. Where a question involves proposed changes to a Lot or Living Unit owned by a member of the ARC, that member shall be disqualified from participation in the proceedings, and his place shall be taken by the President of the Board of Directors or his designee. If a proposed change is not approved by the ARC for recommendation to the Board, the reasons for disapproval shall be stated in writing and presented to the Board along with the ARC's recommendation. Minutes of all meetings of the ARC shall be kept in a business-like manner, and shall be available at reasonable times for inspection at a designated site for photocopying by any owner. Copies of the plans and specifications for all Board-approved changes and construction shall be kept for at least five (5) years.

8.7 Powers. The ARC shall have the power, subject to and limited by the guidelines of the approved PUD, and other governmental agency permits to:

(A) Propose the adoption, modification or amendment by the Board, of written Design Review Guidelines which shall set forth such things as design requirements, permitted landscape materials, construction standards and colors and materials which the ARC finds acceptable. The Guidelines shall be consistent with this Declaration, and shall not be effective until adopted by the Board of Directors at a meeting duly called and noticed. Notice of any adoption, modification or amendment of Design Review Guidelines, including a verbatim copy of the proposed modification or amendment thereof, shall be provided to each Owner at least thirty (30) days prior to the Board meeting at which such action is to occur.

(B) Require submission to the ARC of plans and specifications for any building, structure, or other improvement proposed to be erected or altered by an Owner or a Neighborhood Association, or any proposed grading, excavation, tree or other landscape material removal or installation, change of exterior color, or other work which materially alters the exterior appearance of any structure, Lot or Neighborhood Common Area proposed by an Owner or a

Neighborhood Association. The ARC may also require submission of samples of building materials or colors proposed for use on any Lot, and may require such additional information as may reasonably be necessary for the ARC to fully evaluate the proposed work.

(C) Recommend the approval or disapproval to the Board of the erection or material alteration of any building, structure or other improvement; or any grading, excavation, landscaping, change of exterior color, or other work which in any way perceptively alters the exterior appearance of any structure, Lot or Neighborhood Common Area. All recommendations of the ARC shall be forwarded in writing to the Board. Any persons aggrieved by a decision made by the Board shall have the right to make a written appeal to the Board within thirty (30) days after notification of the decision. The determination by the Board will be made at the next scheduled Board meeting after receiving the appeal and shall, in all events, be final.

(D) Adopt procedures and a schedule of reasonable fees for processing requests for ARC review. Fees, if any, shall be payable by check to the Master Association at the time the request is submitted to the ARC.

(E) Adopt procedures for inspecting approved changes during and after construction, to ensure conformity with approved plans.

8.8 Enforcement. All decisions of the Board shall be enforced by the Neighborhood Association involved, as well as by the Master Association.

9. EASEMENTS. In addition to the easements created elsewhere herein, and those already of public record at the time this Declaration is recorded, the following easements are hereby provided for:

9.1 Utilities, services and support. Each Lot, Living Unit, Tract and Parcel and all Common Areas (except conservation or preservation Areas) is and are hereby subjected to easements for public services, communications and telecommunications and utilities purposes including, but not limited to, fire, police protection, and emergency services, garbage and trash removal, potable and non-potable water, sewage, telephone, and electric service, lake maintenance, and cable television. The utilities and governmental agencies having jurisdiction, and their employees and agents, shall have the right of access to any Lot, Living Unit, Tract, or Parcel or any of the Common Areas in furtherance of such easements. The easement areas on any Lot, whether or not shown on any plat, shall at all times be properly maintained by the Owner, whether or not the utility or service company properly maintains the easement area.

(A) There are hereby reserved, for the purpose of installing, operating and maintaining governmental, public or private utility facilities, and for other purposes incidental to the development of the Community, those easements described herein and those shown upon the recorded plats of the Community, and there are also reserved such easements and rights-of-way for these or any other purposes as the Master Association in its sole discretion may in the future grant.

(B) The Master Association shall have the right and the power to declare, grant and record easements for drainage facilities, sanitary sewer lines, potable and irrigation water lines,

storm sewers, gas and electric lines, telephone and other telecommunication lines, cable television lines, and such other service facilities as the Master Association may deem necessary or desirable, along the various utility service routes, through, in, over and under all Lots, Tracts, Parcels, Common Areas and Neighborhood Common Areas. The purpose, duration and scope of any such easement shall be set forth in an instrument of public record. Said easements and the rights granted shall not be inconsistent with the then existing improvements on the application portions of the Lot, Parcel, Tract or Common Area, or materially change the rights of the Owners. If any agreement is entered into by the Master Association for the exclusive provision of System service or other services to the Community, as described in this Section 9, it shall be the affirmative obligation of the Master Association to grant all appropriate and reasonably necessary easements for the furnishing of those services; and upon the expiration or termination of any such agreement, to provide subsequent or alternate easements so as to ensure the continuous accessibility and availability to the Community, of those services.

(C) Each Lot and Living Unit is subject to permanent easements in favor of adjoining or adjacent Lots and Living Units for lateral and subjacent support.

9.2 Cable TV and Telecommunications Systems. The Master Association shall have the right, without obligation, to construct or install over, through, under, across and upon any portion of the Community for the use and benefit of the Owners and their permitted or authorized guests, invitees, tenants and family members, one or more cable television and/or telecommunications receiving and distribution systems, electronic surveillance systems, and emergency, medical or surveillance monitoring or alarm systems (referred to herein collective as the “**System**”). The Master Association shall have a perpetual and exclusive right, privilege, easement and right-of-way for the installation, construction and maintenance of the System including the scope, extent, size and location of which over, across, upon and through the Community shall be determined by the Master Association together with a perpetual and exclusive right and privilege of:

(A) Unlimited ingress and egress thereto for installing, constructing, inspecting, maintaining, altering, moving, improving and replacing the facilities and equipment constituting the System including, without limitation, any towers, antennas, conduits, wires, cables, lines, panels, boxes, housings, connections, insulators and amplifiers necessary or desirable to receive and distribute services of the System including, without limitation, television and radio signals, electronic banking, surveillance, fire, police and emergency medical protection.

(B) Transmitting, the facilities and equipment of which, shall be owned and exclusively controlled by the Master Association.

9.3 Contracts with service providers. The Master Association shall have the right to contract for the exclusive provision of the System, as the Master Association shall deem, in its sole respective discretion, to be in the best interests of the Community. The Master Association may receive valuable consideration from a Contractual Designee for the grant of exclusive right to provide System services. As used herein, the term “Contractual Designee” means the service provider with which the Master Association contracts for the furnishing of System services. Any such contract for cable television or other similar services shall provide, and if it does not shall be deemed to provide, that during any period of occupancy of a Living Unit by a hearing impaired or legally blind unit Owner who does not occupy the Living Unit with a non-hearing impairs or sighted person, said

Owner may refuse or discontinue the service without incurring disconnect fees, penalties, or subsequent service charges, and as to such Living Units, the Owners shall not be required to pay any charge related to such service.

9.4 Collection of “System” Assessments by Master Association. Every Lot or Living Unit to which System service is available from any Contractual Designee(s) will be subject to a System service agreement, payable per Lot or Living Unit for System services, including without limitation cable television services. The Master Association shall bill the appropriate System service assessment to each Lot or Living Unit, along with other assessments for common expenses which may be due and payable at the same time, and shall collect same and remit payment to the Contractual Designee(s) providing the System services.

9.5 Easements Related to Golf Course. The Master Association hereby creates blanket non-specific, non-exclusive easements for the benefit of users of the golf course over all Lots, Living Units, Neighborhood Common Areas, and Common Areas adjacent to the golf course, to permit every act necessary, incidental, or appropriate to the playing of golf. These acts include, without limitation, the flight of golf balls over and across such Lots, Living Units or Common Areas, and for golfers at reasonable times and in a reasonable manner to enter upon Lots or Common Areas of the Community to retrieve errant golf balls (provided, however, that if any portion of the Community is fenced or walled, the golfer must attempt to obtain the Owner’s permission before entry). These acts also include the landing of errant golf balls upon the Lots, Living Units or Common Areas, the use of necessary and usual golf carts and maintenance equipment upon the golf course, the usual and common noises and other disturbances created by maintenance of the course and the playing of the game of golf, including occasional tournaments with galleries, together with all other common and usual occurrences normally associated with the existence and operation of a golf course. The Master Association shall not be liable for damage to personal or real property from errant golf balls, but the existence of this easement shall not relieve any golfer from such liability. The Master Association further hereby confirms the following easements that were created pursuant to the original Declaration of Covenants or the preceding Amended and Restated Declaration of Covenants:

(A) Golf cart paths. The golf course will include cart paths which may cross or encroach upon Common Areas or Neighborhood Common Areas. No cart path may encroach upon any Lot. The Master Association confirms that there is a non-exclusive easement for such cart paths and for their use by the Master Association members and all other persons lawfully using the golf course, over and across those Common Areas and the Neighborhood Common Areas as are subsequently developed and improved for that purpose. Nothing shall be placed, constructed, erected, or maintained within five (5) feet of any golf cart path which could or does interfere with utilization of the paths as a playable part of the golf course.

(B) Chemical treatments. All parts of the Community immediately adjacent to the golf course are hereby burdened with a non-exclusive easement in favor of the Master Association for overspray of water, fertilizer, weed killer, fungicide or pesticide from any maintenance activity or irrigation system serving the golf course. Under no circumstances shall the Master Association be held liable for any damage or injury resulting from accidental or negligent overspray.

(C) No right to a golf course view. The Master Association does not guarantee or represent that any particular view over and across the golf course or other Common Areas from any adjacent Lot or Living Unit will be preserved without impairment or change. The Master Association has no obligation to prune or thin trees or other landscaping, and has the right, in its sole discretion, to add trees and other landscaping to the Common Areas from time to time. In addition, the Master Association may, in its sole and absolute discretion, change the location, configuration, size and elevation of trees, bunkers, fairways and greens on the golf course from time to time. Any such additions or changes may diminish or obstruct the view from a Lot or Living Unit, and any express or implied easements for view purposes, or for the passage of light and air, are hereby expressly disclaimed.

9.6 Construction and Maintenance. The Master Association (including its designees and contractors) shall have the right to enter any part of the Community and take any action reasonably necessary or convenient for the purpose of completing any construction and for maintenance purposes and the completion of warranty work, provided such activity does not present or unreasonably interfere with the use or enjoyment of the Living Units or Lots by Owners.

10. COMMON AREAS; CONVEYANCE, USE AND MAINTENANCE

10.1 Designation. The Master Association shall have the right, and the power, in its sole discretion, to determine (solely with respect to real property now or hereafter owned by or dedicated to the Master Association by deed, plat or easement that was not previously designated as Common Area), whether real property shall be Common Areas, and to convey, lease or grant a license or other right to use real property within the Community, to all Owners or any Neighborhood Association as Common Areas. The foregoing notwithstanding, the Master Association shall own and maintain the surface water management system deeded to it as part of the Master Association Common Areas.

10.2 ALL PRESERVATION AREAS WITHIN THE COMMUNITY ARE HEREBY DEDICATED AS MASTER ASSOCIATION COMMON AREAS.

It shall be the responsibility of the Master Association to maintain and protect these Preservation Areas in their natural (or restored) condition. As provided in Sections and 10.1 above, the Master Association is the entity responsible to operate, protect and maintain all of the Master Association and Club Common Areas, including the Community's surface water management system, the Master Association is required to maintain the appearance and function of all drainage facilities constructed in the Community, including retention ponds and drainage swales.

10.3 Maintenance and alteration. The Master Association is responsible for the maintenance, repair, replacement, insurance, protection and control of all Common Areas in accordance with all applicable laws, and shall keep the same in good, safe clean, attractive and sanitary condition, and in good working order at all times. There shall be no material alterations of or substantial additions to the Master Association Common Areas costing more than \$200,000 in the aggregate during any fiscal year unless first approved by at least two thirds (2/3rds) of the voting interests of the Master Association present in person or by proxy and voting at an annual or special meeting called for the purpose or by following the procedures set forth in Section 3.10 of the Bylaws. There shall be no material alteration of or substantial additions to the Master Association Club Common Areas costing more than \$200,000 in the aggregate during any fiscal year unless first approved by at least two thirds (2/3rds) of the voting interests of the Golf members present in person or by proxy and voting

at an annual or special meeting called for the purpose or by following the procedures set forth in Section 3.10 of the Bylaws. However, if work that is reasonably necessary to meet the Master Association's obligations under the first sentence of this Section 10.3 also constitutes a material alteration or substantial addition, no prior membership approval is required.

10.4 Partition, Subdivision and Encumbrance. The Common Areas shall not be abandoned, partitioned, subdivided, alienated, released, transferred, hypothecated, or otherwise encumbered, without first obtaining the approval or not less than a majority of the voting interests present in person or by proxy and voting at an annual or special meeting called for the purpose or by a majority of the voting interests by using written consents in lieu of holding a membership meeting provided that the text of any proposal has been given to the members with notice of the meeting or with the written consents. The foregoing shall not be construed to limit the authority of the Master Association through its Board to grant any and all easements over, across and through the Common Areas as it may deem necessary for the effective and efficient operation of the facilities, or for the general benefit of the members. Nothing herein shall be construed to prohibit judicial partition of any Lot, Living Unit, Tract or Parcel owned in co-tenancy.

10.5 Expansion of or Additions to Real Estate. Expansions of real estate by acquisition or additions to real estate owned by the Master Association may be made by the Master Association, subject to the provisions of Section 10.3 of this Declaration, if not inconsistent with the PUD and any amendments thereto and with the approval of not less than two thirds (2/3rds) of all of the voting interests present in person or by proxy and voting at an annual or special meeting called for the purpose or by two thirds (2/3rds) of all of all of the voting interests by using written consents in lieu of holding a membership meeting provided that the text of any proposal has been given to the members with notice of the meeting or with the written consents.

11. ASSESSMENTS AND OTHER FINANCIAL OBLIGATIONS OF OWNERS.

11.1 Creation of lien. Each Owner, by acceptance of a deed to a Lot or Living Unit, covenants and agrees to pay to the Master Association:

(A) Annual assessments.

(B) Special assessments.

(C) Service charges, and all other fees or charges (including fines) imposed against one or more Lots, Living Units, Tracts or Parcels, as provided for elsewhere in this Declaration, and in the Bylaws of the Master Association.

(D) System assessments.

(E) Except as otherwise provided in Section 16.2 below as to certain mortgages, no Owner may avoid or escape liability for the assessments or charges provided for herein by non-use or abandonment of his Lot, Living Unit, Tract, Parcel, or the Common Areas, or otherwise.

(F) Assessments shall be fixed, levied, established and collected as provided herein, and in Section 7 of the Bylaws.

(G) The Owner of each Lot or Living Unit, regardless of how title was acquired, is liable for all assessments and charges coming due while he is the Owner. Multiple Owners are jointly and severally liable. Except as provided in Section 16.2 below, whenever title to a Lot or Living Unit is transferred for any reason, the new Owner is jointly and severally liable with the previous Owner for all assessments unpaid at the time of the transfer, regardless of when incurred, without prejudice to any right the new Owner may have to recover from the previous Owner any amounts paid by the new Owner.

(H) No land within the Community that is owned by or dedicated to the County or any other governmental or quasi-governmental authority and used for a public purpose, and no Neighborhood Common Areas or Club Common Areas, shall be subject to assessment by the Master Association. Only Lots and Living Units shall be subject to Master Association assessments.

11.2 Purposes of assessments:

(A) To promote the recreation, health, safety, and welfare of the Owners and residents of the Community.

(B) For the improvement, maintenance, protection and operation of the Club Common Areas and Master Association Common Areas, the Master Association equipment and facilities, and the Stormwater Management System; and to establish and maintain adequate repair and replacement reserves.

(C) To provide utility, cable television, and other systems of telecommunication services by bulk contract with third parties.

(D) Where deemed desirable by the Board of Directors, to provide services of general benefit to the Owners and residents either on a community-wide basis or otherwise, including without limitation, cable television, transportation, security or other services;

(E) To pay the operating expenses of the Master Association; and

(F) For such other purposes and uses as are authorized by the Governing Documents as amended from time to time.

11.3 Imposition of annual assessments. On the first day of each fiscal year, an annual assessment shall be assessed against each Lot or Living Unit with the amount as determined by the type of membership appurtenant to the Lot or Living Unit.

11.4 Amount of annual assessments. The amount of the annual assessment based on the annual budget shall be the same for each Lot or Living Unit subject to assessment, except that those Lots and Living Units to which a Golf membership is appurtenant shall be assessed an additional amount so that all costs of operating the golf course and related improvements, facilities and equipment are assessed only against the Lots and Living Units to which a Golf membership is appurtenant. The

additional assessments shall be the same amount as to each Lot or Living Unit to which a Golf membership is appurtenant.

11.5 Special assessments. If the Board of Directors determines that Master Association revenues available to pay operating expenses for the current fiscal year are, or may become, inadequate to meet all operating costs for any reason, it shall determine the approximate amount of shortfall and levy a special assessment against each Lot or Living Unit, specifying the date or dates when due, and the purpose of the assessment. A special assessment may be added to and paid with installments of the annual assessments, or be otherwise payable at such time or times as are determined by the Board. Any special assessments levied by the Master Association's Board of Directors shall be assessed equally against all Lots and Living Units, unless the assessment or portion thereof is intended specifically for the direct benefit of only one class of members, in which case it shall be assessed against all members of the class directly benefited, in the same method of apportionment described in Section 11.3 above for the apportionment of annual assessments.

11.6 Service Charges. Any other charge by the Master Association authorized by law or by the Governing Documents to be imposed non-uniformly on at least one (1), but less than all of the Lots or Living Units, including without limitation the charges described in Section 3.25 above, shall not be deemed an assessment. Payment may be enforced as provided in Section 11.8 through 11.10 below.

11.7 System Service Assessments. Assessments for System services, as described in Section 9.2 through 9.4 above, may be levied by the Board of Directors. Given their nature and purpose, such assessments may be levied on a non-uniform basis, notwithstanding the provisions of Section 11.4 above, and shall be deemed "assessment." For example, if the Master Association enters into a community-wide bulk contract for cable television services to be provided to all Living Units, but one or more Living Units is owned or occupied by a vision-impaired person who by law cannot be required to pay for such cable television services, the cost of the cable television service shall be shared equally by all other Living Units, and the amount each Living Unit pays shall still be deemed an "assessment" for all purposes hereunder.

11.8 Lien. The Master Association has a lien on each Lot and Living Unit for any unpaid past due assessments and charges, together with interest, late payment penalties, costs and reasonable attorney's fees incurred by the Master Association in enforcing this lien. The lien relates back to the date of recording this Declaration in the Public Records of Collier County, Florida; and is perfected by recording a Claim of Lien in the public records of the County, which Claim of Lien shall state the legal description of the property encumbered thereby, the name of the record Owner, the amounts then due and the dates when due. The Claim of Lien must be signed and acknowledged by an officer or agent of the Master Association. The lien shall continue in effect until all sums secured by said lien have been fully paid and the lien satisfied or discharged. The Claim of Lien shall secure all unpaid assessments and charges, interest, costs, late payment penalties and attorney's fees which are due and which may accrue or come due after the recording of the Claim of Lien and before the issuance of a clerk's deed. Upon full payment, the person making payment is entitled to a Satisfaction of Lien.

11.9 Foreclosure of lien. Unless a different method is required by Florida law, as amended from time to time, the Master Association's lien may be foreclosed by the procedures and in the manner provided in Section 718.116 of the Florida Condominium Act, as it may be amended from time to

time, for the foreclosure of a lien upon a condominium parcel for unpaid assessments. The Master Association may also bring an action at law against any Owner liable for unpaid charges or assessments. If final judgment is obtained, it shall include interest on the assessments as above provided and reasonable attorney's fees to be fixed by the Court, together with the costs of the action, and the prevailing party shall be entitled to recover reasonable attorney's fees in connection with any appeal of such action.

11.10 Priority of lien. Unless otherwise required by Florida law as amended from time to time, the Master Association's lien for unpaid assessments and charges shall have the same priority with respect to first mortgagees holding mortgages on Lots and Living Units as the lien of a condominium association for unpaid assessments under Section 718.116, Florida Statutes, as amended from time to time, has with respect to first mortgagees or other acquirers of title through the first mortgage. The Master Association's lien shall be superior to, and take priority over, all other mortgages regardless of when recorded. Any lease of a Living Unit shall be subordinate and inferior to any Claim of Lien of the Master Association, regardless of when the lease was executed. The relative priority of the Master Association's lien to that of a Neighborhood Association shall be determined by the order of their recording in the official records of the County.

11.11 Application of Payments; Failure to Pay; Interest. Assessments, charges and installments thereon paid on or before ten (10) days after the date due shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law, calculated from the date due until paid. The Association may also impose a late payment fee (in addition to interest). Assessments, charges and installments thereon shall become due, and the parcel owner shall become liable for said assessments or installments, on the date established in the Bylaws or otherwise set by the Board of Directors for payment. All payments on account shall be applied first to interest, late payment fees, court costs and attorney fees, and then to delinquent charges or assessments. The Association may refuse to accept a partial payment which bears a restrictive endorsement and such will be the equivalent of no payment. No payment by check is deemed received until the check has cleared.

11.12 Initial and Resale Capital Contributions.

(A) Initial Capital Contributions. The first purchaser of each Lot, Living Unit, Tract or Parcel, at the time of closing of the conveyance from the Declarant to the purchaser, shall pay to the Master Association an initial capital contribution. The funds derived from capital contributions shall be the property of the Master Association, and may be used at the discretion of the Board of Directors for any purpose. The Declarant may waive this requirement for some Lots and Living Units. If the first purchaser is a developer, and the developer becomes unconditionally obligated to collect and pay the capital contributions to Declarant upon the subsequent sale of each Lot and Living Unit to an end purchaser, the developer may be excused from payment of the initial capital contributions.

(B) Resale Capital Contributions. After the initial conveyance (or agreement for deed) of a Lot or Living Unit from the declarant or a developer to an end purchaser who is obligated to pay assessments pursuant to Section 11 of this Declaration, in any subsequent conveyance (or agreement for deed), the purchaser(s) of the Lot or Living Unit shall pay, at the time of closing, a Resale Capital Contribution to the Master Association. The amount of the Resale Capital Contribution and the manner of payment shall be as determined by resolution of the Board of Directors from time to time; provided, however, all Lots, Living Units, Units or

Residences similarly situated shall be assessed at a uniform rate. The due date shall be the date of the closing of the conveyance. Payment of the Resale Capital Contribution shall be the legal obligation of the transferee. For purposes of this Section, the term “conveyance” shall mean the transfer of record legal title to a Lot, Living Unit, Unit or Residence by deed or other authorized means of conveyance, with or without valuable consideration, and shall also refer to a transfer of possession and beneficial ownership by means of an agreement for deed. The funds derived from Resale Capital Contributions shall be the property of the Master Association and may be used at the discretion of the Board of Directors for any purpose permitted by the Governing Documents of Florida law. However, Resale Capital Contributions paid by purchasers who are Social members shall not be used to pay for any expenses directly related to the maintenance or operation of the golf course or golf facilities and equipment. The following conveyances (or agreement for deed) shall be exempt from paying a Resale Capital Contribution: (i) by a co-owner to any person who was a co-owner immediately prior to such conveyance; (ii) to a trustee or the owner’s spouse; solely for estate planning or tax reasons; (iii) occurring due the death or legal incapacity of the owner; and (iv) to a mortgage holder, the Master Association or a Neighborhood Association pursuant to a foreclosure sale or deed in lieu of foreclosure. However, upon reconveyance that occurs following the exempt conveyances described in (i) through (iv) above, the Resale Capital Contribution shall be due and payable. The obligation to pay the Resale Capital Contribution shall be secured by and may be enforced by a continuing lien as provided in Sections 11.10 and 11.8 of this Declaration.

11.13 Ownership of funds. Assessments and charges collected by or on behalf of the Master Association become Master Association property; and no Owner has the right to claim, assign or transfer any interest therein, except as an appurtenance to his Lot or Living Unit. No Owner has the right to withdraw or receive distribution of his share of the common surplus (including reserves), except as otherwise provided by law.

12. COVENANT AND RULE ENFORCEMENT; DISPUTE RESOLUTION. The Master Association has the power to enforce all covenants, conditions, restrictions, rules and agreements applicable to any real property within the Community, and is further empowered to promulgate and enforce administrative rules and regulations governing the use of the Common Areas.

12.1 Owner and Member Compliance. The protective covenants, conditions, restrictions, and other provisions of the Governing Documents and the rules promulgated by the Master Association shall apply to all Owners, as well as to any other person occupying any Living Unit. Failure of an owner to notify any person of the existence of the rules, or the covenants, conditions, restrictions, and other provisions of the Governing Documents shall not in any way act to limit or divest the Master Association of the power to enforce these provisions. Each Owner shall be responsible for any and all violations by his tenants, licensees, invitees or guests, and by the guests, licensees and invitees of his tenants, at any time.

12.2 Litigation. Enforcement actions for damages, or for injunctive relief, or both, on account of any alleged violation of law, or of the Governing Documents or of Association rules may be brought by any Owner or the Master Association against:

(A) The Master Association;

(B) A member;

(C) Any occupant of a Living Unit;

(D) Any Director or officer of the Master Association who willfully and knowingly fails to comply with these provisions;

(E) Any tenants, guests, or invitees occupying a parcel or using the Common Areas; and

(F) Any Neighborhood Association which fails to make a prompt and reasonable effort to enforce any restrictive covenants or affirmative obligations under provisions of this Declaration or the Neighborhood Covenants, where such failure has or threatens to have a material adverse impact on the appearance of the Community, or the operation of the Master Association.

The prevailing party in any such litigation is entitled to recover reasonable attorney's fees and costs. This Section is not intended to deprive any person of any other available right or remedy. As provided in Section 5 above, Collier County may also bring an action at law or equity to enforce all conditions, restrictions and requirements of the PUD for the Community; and if the County prevails in any such action, the County shall be entitled to reimbursement of all its costs of investigation and enforcement to the extent permitted by law.

The enforcement of covenants, conditions, restrictions and agreements applicable to the various subdivisions and developments within the Community is primarily the function and duty of the respective Neighborhood Associations. The Master Association shall exercise its covenant enforcement powers with respect to Neighborhood Covenants only after the Neighborhood Association primarily responsible for enforcement has had written notice of the violation and has, within a reasonable time thereafter, been unable or unwilling to resolve the problem in a manner satisfactory to the Master Association.

12.3 Damages and Attorney's Fees. Damages shall not be conclusively deemed adequate relief for any breach or violation of the Governing Documents or the rules. Any person or entity entitled to enforce any provision thereof shall be entitled to relief by way of injunction, as well as any other available relief either at law or in equity. The prevailing party in a proceeding to enforce any provision of the Governing Documents or rules, or to enjoin violation or breach of any provision hereof, or recover damages on account of such breach, against any person shall be entitled to recover reasonable attorney's fees and court costs (including those resulting from appellate proceedings).

12.4 Suspension of Common Area Use Rights; Fines. The Master Association may suspend, for a reasonable period of time, the rights of a member or a member's tenants, guests, or invitees, or both, to use Common Areas and facilities. The Master Association may also levy reasonable fines not to exceed the maximum allowed by law, against any member or any tenant, guest, or invitee.

(A) A fine or suspension may not be imposed without written notice of at least fourteen (14) days to the person sought to be fined or whose rights are to be suspended, and an opportunity for a hearing before a hearing panel of at least three (3), but not more than seven (7) members, appointed by the Board, who are not officers, Directors, agents or employees of the Master Association, and are not the spouse, parent, child, brother, or sister of an officer,

Director, agent or employee. If the panel, by majority vote (which may be taken by secret ballot), does not approve a proposed fine or suspension, it may not be imposed.

(B) The requirements of this Section 12.5 do not apply to the imposition of suspensions or charges upon any member because of the failure of the member to pay assessments or other charges when due, if such action is authorized by the Governing Documents.

(C) Suspension of Common Area use rights shall not impair the right of an 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.

(D) Collection of fines. A fine shall be treated as a special charge due to the Master Association ten (10) days after written notice from the Master Association to the Owner of the imposition of the fine. If not paid by the due date, the fine shall accrue interest at the highest rate allowed by law, and may itself be the subject of a late payment fee.

(E) Application. All monies received from fines shall become part of the common surplus.

(F) Nonexclusive remedy. Fines shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Master Association may be otherwise legally entitled; however, any fine paid by the offending Owner, shall be deducted from or offset against any damages that the Master Association may otherwise be entitled to recover at law from such Owner.

12.5 Stormwater Management System. The beneficiaries of the stormwater management system shall have the right to enforce the provisions of the Governing Documents that require the drainage system, easements and rights-of-way to be continuously maintained.

13. NEIGHBORHOOD ASSOCIATIONS.

13.1 Enforcement of Covenants by the Master Association. If any Neighborhood Association fails to enforce any provisions of its Neighborhood Covenants, or to perform any of its duties and responsibilities thereunder, the Master Association may, in its sole discretion, enforce such Neighborhood Covenants, and perform such duties and responsibilities, including without limitation the maintenance of Neighborhood Common Areas, and shall be entitled to recover the costs and expenses (including attorney's fees) of such enforcement or maintenance pursuant to the provisions of Section 11 and 12.

13.2 Entry rights. Each Neighborhood Association and each Owner shall permit the Master Association, or any authorized agent or employee of the Master Association, to enter upon a Neighborhood Common Area or the Owner's Lot at reasonable times, to carry out the provisions of this Declaration, and the entry shall not constitute a trespass. This provision shall not be construed as authorizing entry by the Master Association into any Living Unit except in an emergency.

13.3 Maintenance of Neighborhood Common Areas. The Neighborhood Association may contract with the Master Association to provide maintenance and management services for its Neighborhood Common Areas.

13.4 Neighborhood Covenants. The documents establishing or governing a Neighborhood Association shall not be inconsistent with this Declaration or its recorded exhibits, except they may establish restrictions on subjects related to the use and occupancy of the property within the Neighborhood, such as pets, parking, architectural controls, leasing and guest occupancy, that are more restrictive than those set forth in the Governing Documents.

14. INSURANCE: RECONSTRUCTION AFTER CASUALTY.

14.1 Duty to insure and to reconstruct or clean up. Each Owner or Neighborhood Association shall at all times maintain adequate property insurance on the Living Units and structures containing Living Units, and all other insurable improvements, in amounts equal to the replacement cost thereof. If any Living Unit or other improvements located on any Lot, Neighborhood Common Area, Tract or Parcel are destroyed or damaged as a result of fire, windstorm, flood, tornado, hurricane or other casualty, the Owner or Neighborhood Association shall:

(A) Cause repair or replacement to be commenced within six (6) months after the date such damage or destruction occurred, and complete the repair or replacement within six (6) months thereafter unless a major disaster has occurred throughout Collier County and work is prioritized by essential needs. Unless changes are recommended by the ARC to the Board for prior written approval as required by Section 8 of this Declaration, the Owner or Neighborhood Association must restore the property to substantially the same configuration as existed before the casualty, and structurally and architecturally compatible with any adjoining improvements which share a party wall; and

(B) Promptly cause all debris, damaged improvements, and other unsightly materials to be removed from the site.

14.2 Failure to rebuild or reconstruct. If any Owner or Neighborhood Association fails to comply with Section 14.1 above within the time periods provided, that Owner or Neighborhood Association shall be deemed to have irrevocably designated the Master Association as his or its agent with authority to either commence and complete the repairs sufficient to substantially 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 Neighborhood 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 Neighborhood Association any costs not paid by insurance, and shall have a lien on the Lot or Living Unit to secure payment.

14.3 Flood insurance. The Master Association may, in the discretion of the Board, maintain flood insurance to cover buildings and any other property in designated hazard areas, if any, up to the full insurable value or maximum coverage available. The purchase of flood insurance is discretionary unless the law expressly provides otherwise.

14.4 Property insurance. The Master Association shall maintain replacement cost property insurance coverage on all structures, improvements, and fixtures which are part of the Common Areas.

14.5 Liability insurance. The Master Association shall maintain adequate public liability insurance coverage for all Common Areas.

14.6 Bonding. The Master Association shall maintain adequate fidelity bond coverage for all individuals having control of, or access to, Master Association funds, including all persons who are authorized to sign checks.

14.7 Master Association's right of entry. For the purpose of performing the duties authorized by this Section 14, the Master Association, through its duly authorized agents and employees, shall have the right to enter upon any Lot or Living Unit at reasonable hours and perform such duties.

15. RIGHTS OF MASTER ASSOCIATION. In addition to those provided elsewhere in the Governing Documents, the Master Association shall have the following rights and privileges:

15.1 Security; Non-liability of the Master Association. The Master Association shall not be liable if security services are not provided.

ALL PERSONS USING OR OCCUPYING ANY PORTION OF THE COMMUNITY ARE RESPONSIBLE FOR THEIR OWN SECURITY AND THE SECURITY OF THEIR OWN PROPERTY.

THE MASTER ASSOCIATION IS NOT AN INSURER OR GUARANTOR OF SECURITY FOR PERSONS OR PROPERTY WITHIN THE COMMUNITY.

THE MASTER ASSOCIATION IS NOT LIABLE IN ANY WAY ON ACCOUNT OF LOSS, DAMAGE OR INJURY RESULTING FROM LACK OF SECURITY, OR THE LACK OF EFFECTIVENESS OF ANY SECURITY MEASURES UNDERTAKEN. THE MASTER ASSOCIATION MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE PROTECTION SYSTEM AND/OR BURGLAR ALARM SYSTEMS, OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED, OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE COMMUNITY.

15.2 Miscellaneous.

(A) The Master Association shall have the right and the power to regulate and control the external design and appearance of all Common Areas in such a manner as to:

(1) Promote a quality environment which will preserve the value of the Lots and Living Units; and

(2) Foster the attractiveness and functional utility of the Community as a place to live and play, including a harmonious relationship among structure, vegetation and topography.

(B) Any use of Common Areas other than the uses intended pursuant to this Declaration shall be subject to the prior written approval of the Master Association.

16. RIGHTS OF MORTGAGEES.

16.1 Notice of Casualty or Condemnation. In the event of condemnation, eminent domain proceedings, or very substantial damage to, or destruction of any significant portion of the Common Areas, the record holder of any first mortgage on the Common Areas who has requested such notice in writing; shall be entitled to written notice.

16.2 Mortgage Foreclosure. Except as otherwise provided by Florida law as amended from time to time, if an Institutional Mortgagee, holding a first mortgage, acquires title to a Lot, Living Unit, Tract or Parcel as a result of foreclosure of the first mortgage, or as the result of a deed given in lieu of foreclosure, such first mortgagee shall not be liable for the Master Association assessments or charges attributable to the Lot, Living Unit, Tract or Parcel, or chargeable to the former Owner, which came due prior to the first mortgagee's acquisition or title, except as follows:

The liability of the Institutional First Mortgagee or its successor or assignees who acquire title to a unit by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due prior to the first mortgagee's acquisition of title is limited to the lesser of:

1. The Unit's unpaid common expenses and regular periodic assessments which accrued or came due during the six (6) months immediately preceding the acquisition of title and for which payment in full has not been received by the Master Association; or
2. One percent of the original mortgage debt. The provisions of this paragraph apply only if the first mortgagee joined the Master Association as a defendant in the foreclosure action. Joinder of the Master Association is not required if, on the date the complaint is filed, the Master Association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discoverable by the first mortgagee.

The person acquiring title shall pay the amount owed to the Master Association within thirty (30) days after transfer of title. Failure to pay the full amount when due shall entitle the Master Association to record a claim of lien against the parcel and proceed in the same manner as provided for the collection of unpaid assessments.

Any unpaid assessment or charges for which such acquirer is exempted from liability becomes an expense collectible from all Owners, including such acquirer and his successors and assigns. No Owner or acquirer of title to a Lot, Living Unit, Tract or Parcel by foreclosure (or by a deed in lieu of foreclosure) may, during the period of his ownership, be excused from the payment of any assessment or charges coming due during the period of such ownership.

16.3 Right to Inspect Documents and Books. The Master Association shall make available to Institutional Mortgagees requesting same, the current Governing Documents and rules and regulations of the Master Association and the financial statements of the Master Association and the financial statements of the Master Association. "Available" shall mean ready for inspection, upon written request with reasonable notice, during normal business hours, or under other reasonable circumstances. Photocopies shall be at the expense of the mortgagee requesting same.

16.4 Financial Statement. Any Institutional Mortgagee is entitled, upon written request, to a copy of the financial statements of the Master Association for the immediately preceding year.

16.5 Lender's Notices. Upon written request to the Master Association, an Institutional Mortgagee shall be entitled to timely written notice of:

(A) Any delinquency of more than sixty (60) days in the payment of assessments or charges owed by the Owner of any Lot, Living Unit, Tract or Parcel on which it holds a mortgage.

(B) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Master Association. An increase in coverage or a change of insurer does not require notice under this Paragraph.

(C) Any proposed action that requires the consent of a specified percentage of mortgage holders.

17. NOTICES TO PURCHASERS.

17.1 Notice to Purchasers; Surface Water Management. As provided in Sections 5, 7 and 10 above, the Community's surface water management system and drainage facilities are the responsibility of the Master Association, which shall oversee and maintain their appearance and functions. These responsibilities of the Master Association are private obligations, and are not the obligation or responsibility of Collier County.

18. DURATION OF COVENANTS; AMENDMENT.

18.1 Duration of Covenants. The covenants, conditions, easements and restrictions in this Declaration shall run with and bind the property within the Community, and shall inure to the benefit of and be enforceable by the County, the Master Association, and any Owner, their respective legal representatives, heirs, successors, and assigns, for an initial period to expire on the ninety-ninth (99th) anniversary of the date of recording this Declaration in the Public Records of Collier County, Florida. Upon the expiration of said initial period, this Declaration shall be automatically renewed and extended for an unlimited number of successive ten (10) year periods, this Declaration as it may be amended being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period, until terminated as provided below.

18.2 Termination. This Declaration may be terminated at any time after the initial period if not less than eighty percent (80%) of the voting interests vote in favor of terminating this Declaration. Written notice of any meeting at which a proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given at least forty-five (45) days in advance of said meeting. If the members vote to terminate this Declaration, the President and Secretary of the Master Association, shall execute a certificate which shall set forth the resolution of termination so adopted, the date of the meeting of the Master Association at which the resolution was adopted, the date that notice of the meeting was given, the total number of votes cast in favor of the resolution, and the total number of votes cast against the resolution. The certificate shall be recorded in the public records of the County, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration. The termination shall be effective on the date the certificate is recorded in the public records.

18.3 Amendments. This Declaration may be amended at any time. Except as otherwise specifically provided, amendments to this Declaration may be proposed by the Board of Directors or by written petition to the Board signed by at least one-fourth (1/4th) of all of the voting interests.

18.4 Procedure. Upon any amendment or amendments to this Declaration being proposed as provided above, the proposed amendment or amendments shall be submitted to a vote of the members not later than the next annual meeting for which proper notice can be given. Provided further that in addition to voting by presence in person or by proxy at an annual or special meeting called for the purpose, voting may also occur by using written consents in lieu of holding a membership meeting provided that the text of any proposal has been given to the members with notice of the meeting or with the ballot.

18.5 Vote required. Except as otherwise provided by law, or by specific provision of this Declaration, a proposed amendment to this Declaration shall be adopted if it is approved by at least two thirds (2/3rds) of the voting interests present in person or by proxy and voting at an annual or special meeting, at which a quorum has been attained, called for the purpose or by at least two thirds (2/3rds) of all of the voting interests by using written consents in lieu of holding a membership meeting, provided that the text of each proposed amendment was sent to the members with notice of the meeting or with the ballot. Further provided that should any proposed amendment relate only to the Golf Members and/or the Club Common Areas as defined in Section 5.2 of this Declaration, then the amendment must be approved by at least two thirds (2/3rds) of the Golf Members present in person or by proxy and voting at an annual or special meeting called for the purpose, or by at least two thirds (2/3rds) of all of the Golf Members by using written consents in lieu of a meeting.

18.6 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 Declaration, which certificate shall be executed by the President or Vice President of the Master Association. The amendment shall be effective when the certificate and copy of the amendment are recorded in the public records of the County. The certificate must set forth the location in the public records of the County where this Declaration was originally recorded.

18.7 Limitations.

(A) In accordance with Section 720.306, Florida Statutes, no amendment to any of the Governing Documents shall materially or adversely alter the proportionate voting interest appurtenant to a Lot or Living Unit or increase the proportion or percentage by which a Lot or Living Unit shares in the Master Association's common expenses unless the Owner and all record Owners of liens on the Lots or Living Units join in the execution of the amendment. No amendment shall materially or adversely alter the Common Area use rights of any Golf or Social member.

(B) No amendment shall impose upon any Social member in the obligation to pay assessments for any expenses directly related to the maintenance or operation of the golf course or golf facilities and equipment, unless all Social members affected first consent in writing to said amendment.

(C) No amendment to the Governing Documents which would affect the Community's private streets or stormwater management system shall be effective without first obtaining the prior written approval of Collier County.

18.8 Amendments Adopted by the Board. The Board shall have the authority to amend this Declaration solely in order to: correct scrivener's errors or omissions; and amend and restate the Declaration in order to consolidate into one document amendments previously adopted by the members of the Board. All other amendments must be approved by the members in the manner set forth in Section 18.5. Amendments adopted by the Board shall occur at a duly noticed Board meeting (with adoption of the amendments set forth on the agenda) and shall be recorded in the Public Records in the manner set forth in Section 18.6.

19. GENERAL AND PROCEDURAL PROVISIONS.

19.1 Other Documents. The Master Association, and the Neighborhood Associations shall have such rights, powers, duties, and privileges as are provided by law and set forth in the Governing Documents and Neighborhood Covenants; but this Declaration and its recorded exhibits shall prevail over the Neighborhood Covenants in all events of conflict.

19.2 Severability. If any covenant, condition, restriction or other provision of this Declaration is held to be invalid in whole or in part by any court of competent jurisdiction, the holding shall in no way affect the validity of the remaining provisions of this Declaration, all of which shall remain in full force and effect.

19.3 Merger or Consolidation of Associations. In the event of a merger or consolidation of the Master Association with another corporation, the Master Association's rights, obligations and property may, by operation of law, be transferred in part or whole to another entity as the surviving or consolidated corporation, or may remain the rights, obligations and property of the Master Association as the surviving corporation. The surviving or consolidated corporation may administer this Declaration within the existing property together with the covenants and restrictions established upon any other property, as one common scheme.

19.4 Dissolution. If the Master Association is dissolved other than by a merger or consolidation as provided for above, each Lot, Living Unit, Tract and Parcel shall continue to be subject to the assessments provided for in Section 11 above, and each Owner shall continue to be personally obligated to the successors or assigns of the Master Association (as the case may be) for such assessments to the extent that the assessments are reasonably necessary to enable any such successors or assigns acquiring any real property previously owned by the Master Association to properly maintain, operate and preserve it.

19.5 Gender; Number. Wherever in this Declaration the context so requires, the singular number shall include the plural, and the converse; and the use of any gender shall be deemed to include all genders.

19.6 Notices.

(A) To the Master Association. Notices to the Master Association shall be in writing and delivered or mailed to the Master Association at its principal place of business as shown by

the records of the Secretary of the State of Florida, or at any other location designated in writing by the Master Association.

(B) To Owners. Notices to any Owner as may be required herein shall be in writing and shall be delivered or mailed to the Owner at his last known address, or at the address shown on the deed recorded in the public records of the County.

19.7 Construction. 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.

19.8 Captions, Headings and Titles. Captions, headings, capitalization of certain words, and titles inserted throughout the Governing Documents are for convenience only, and in no way shall they affect the terms and provisions of the Governing Documents.

19.9 Interpretation. The Board of Directors of the Master Association shall be responsible for interpreting the Governing Documents. The Board's interpretations shall be binding upon all parties unless wholly unreasonable.

19.10 Applicable Statutes. The validity, application, and construction of this Declaration and its exhibits shall be governed by the Laws of Florida, as amended from time to time.

EXHIBIT A

LEGAL DESCRIPTION

GLEN EAGLE GOLF & COUNTRY CLUB, INC.

(Formerly identified as Embassy Woods Golf & Country Club at Bretonne Park)

The West 1/2 of Section 5, Township 50 South, Range 26 East, Collier County, Florida; LESS AND EXCEPT both the North 50 feet and the South 75 feet thereof as previously transferred for road rights-of-way as shown in Deed Book 53, Page 245, O.R. Book 165, Page 341 and O.R. Book 227, Page 681; all of the Public Records of Collier County, Florida.

LESS AND EXCEPT the following described parcel of land:

COMMENCE at the South 1/4 corner of Section 5, Township 50 South, Range 26 East, Collier County, Florida and run S89°56' 13"W for 290.83 feet; thence run NOI°10' 36"W for 75.01 feet to the POINT OF BEGINNING of the parcel of land hereinafter described; thence run S89°56' 13"W for 970.74 feet; thence run N00°03' 47"W for 121.13 feet to a non-tangential intersection with a curve concaved Southwesterly; thence run 48.72 feet along the arc of said curve having a radius of 267.47 feet, a central angle of 10°26' 13", a chord of 48.65 and a chord bearing of N05°16' 53"W; then run N10°30' 00"W for 159.19 feet to a non-tangential intersection with a curve concaved Southeasterly; thence run 55.36 feet along the arc of said curve having a radius of 122.00 feet, a central angle of 26°00' 00", a chord of 54.89 feet and a chord bearing of N02°30' 00"E; thence run N15°30' 00"E for 44.52 feet to a non-tangential intersection with a curve concaved Southeasterly; thence run 57.43 feet along the arc of said curve having a radius of 40.00 feet, a central angle of 82°15' 59", a chord of 52.62 feet and a chord bearing of N56°38' 00"E to a point of reverse curvature with a curve concaved Northwesterly, thence run 211.89 feet along the arc of said curve having a radius of 770.00 feet, a central angle of 15°45' 59", a chord of 211.22 and a chord bearing of N89°53' 00"E; thence run N82°00' 00"E for 152.44 feet to a non-tangential intersection with a curve concaved Northwesterly; thence run 102.56 feet along the arc of said curve having a radius of 700.00 feet, a central angle of 08°23' 41", a chord of 102.47 feet and a chord bearing of N77°48' 09"E to a point of reverse curvature; thence run 102.56 feet along the arc of said curve having a radius of 700.00 feet, a central angle of 08°23' 41", a chord of 102.47 feet and a chord bearing of N77°48' 09"E; thence run N82°00' 00"E for 55.49 feet to a non-tangential intersection with a curve concaved Northwesterly; thence run 284.91 feet along the arc of said curve having a radius of 368.00 feet, a central angle of 44°21' 35", a chord of 277.85 feet and a chord bearing of N59°49' 12"E; thence run N89°02' 50" for 74.79 feet; thence run S01°10' 36"E for 745.47 feet to the POINT OF ENDING.

Prepared by:

William C. McAnly, P.L.S. 1543
William C. McAnly & Associates, P.A.
5101 East Tamiami Trail, Suite 202
Naples, Florida 33962
Date:

EXHIBIT A-1

**LAGO VILLAGGIO
ADDITION TO GLEN EAGLE GOLF & COUNTRY CLUB, INC.
Description of Lands Platted**

A parcel of land lying in the east one-half of the Southeast quarter of Section 6 Township 50 South, range 26 East, Collier County, Florida, being described as follows:

Beginning at the East quarter comer of said Section 6, run S00°39'34" along the North-South quarter line of said Section 6 for 2312.72 feet to the Northeast comer of those lands described in official records book 2043, Page 933 of the Public Records of Collier County, Florida:

Thence along the North line of said lands S89°58'21"W 428.63 feet to the Northwest corner of said lands;

Thence along the West line of said lands S00°39'34"E 343.78 feet to the Southwest comer of said lands;

Thence along the South line of said lands N89°58'10"E 428.63 feet to an intersection with said North-South quarter line and the West line of Embassy Woods Golf and Country Club at Bretonne Park, Phase One as recorded in Plat Book 17, Pages 47 through 49 of said Public Records;

Thence along said line S00°39'34"E 80.00 feet to an intersection with the North right-of-way line of Davis Boulevard.

Thence along said right-of-way line S89°59'26"W 659.17 feet to the Southeast corner of Whittenberg Villas as recorded in Plat Book 24, Pages 11 through 19 of said Public Records;

Thence along said line N00°40'19"W 2721.59 feet to the Northeast comer of said Whittenberg Villas subdivision, and an intersection with the East-West quarter line of said Section 6;

Thence along said East-West quarter line N88°41'34"E 659.77 feet to the POINT OF BEGINNING.

The above describes an area of approximately 37.93 acres of land.

Subject to easements, restrictions and reservations of record.

COASTAL ENGINEERING CONSULTANTS, INC.
Florida Business Authorization No. LB2464

Richard J. Ewing, V.P.

Professional Surveyor and Mapper

Florida Certificate No. 5295

Not valid without the signature and seal of a Florida Licensed Surveyor and Mapper

CEC File No. 99-208

Date: December 26, 2001

OR: 4245 PG: 3158

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 May 21, 2007, for GLEN EAGLE GOLF & COUNTRY CLUB, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is N39323.

CR2E022 (01 -07)

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Twenty-fifth day of May, 2007

GLEN EAGLE GOLF & COUNTRY CLUB, INC.

NOTE: AMENDMENT OF ENTIRE ARTICLES OF INCORPORATION

FOR PRESENT TEXT SEE EXISTING ARTICLES OF INCORPORATION

Pursuant to Section 617.1007, Florida Statutes, the Articles of Incorporation of Embassy Woods at Bretonne Park Master Association, Inc., a Florida corporation not for profit, which were originally incorporated under the same name on August 1, 1990, were amended and restated in their entirety on January 6, 1999, and the name of the corporation was changed. The 1999 amended and restated Articles of Incorporation are hereby amended and restated in their entirety as of this date and all amendments included herein have been adopted pursuant to Section 617.1001 (1)(b), Florida Statutes, and there is no discrepancy between the corporation's Articles of Incorporation, and the provisions of these Amended and Restated Articles other than the inclusion of amendments adopted pursuant to Section 617.1002(1)(b) and the omission of matters of historical interest. The Amended and Restated Articles of Incorporation shall henceforth be as follows:

ARTICLE I

NAME; PRINCIPAL OFFICE: The name of the corporation, herein called the "Master Association", shall hereafter be changed to Glen Eagle Golf & Country Club, Inc., and its principal office shall be at 1403 Glen Eagle Blvd., Naples, FL 34104, or at such other location as shall be determined by the Board of Directors.

ARTICLE II

PURPOSE AND POWERS: The purpose for which the Master Association is organized is to provide a corporate entity to act as a residential homeowners association pursuant to Chapter 720, Florida Statutes for the operation of a residential community, located in Collier County, Florida.

The Master Association is organized and shall exist upon a non-stock basis as a Florida corporation not for profit, and no portion of any earnings of the Master Association shall be distributed or inure to the private benefit of any member, Director or officer of the Master Association. For the accomplishment of its purposes, the Master Association shall have all of the common law and statutory powers and duties of a corporation not for profit under Florida law, except as limited or modified by these Articles, the Declaration of Covenants, Conditions and Restrictions to which these Articles were originally attached as a recorded exhibit, or the Bylaws of the Master Association, and it shall have all other powers and duties reasonably necessary to operate the community, and effectuate the purpose for which it is organized pursuant to said Declaration of Covenants, Conditions and Restrictions as they may hereafter be amended, including but not limited to the following:

- (A) To levy and collect assessments against members of the Master Association to defray the costs, expenses and losses of the Master Association, and to use the proceeds of assessments in the exercise of its power and duties.

ARTICLES OF INCORPORATION

EXHIBIT B

- (B) To own, lease, maintain, repair, replace or operate any portions of the Common Areas.
- (C) To provide or contract in bulk for the provision of private utility, telecommunication, and other services to the residents.
- (D) To purchase insurance for the protection of the Master Association and its members.
- (E) To reconstruct improvements after casualty and to make further improvements of the Community.
- (F) To make, establish, amend and enforce reasonable rules and regulations governing the use of the Common Areas and the operation of the Master Association.
- (G) To sue and be sued, and to enforce the covenants and restrictions in the Declaration of Covenants, these Articles, and the Bylaws of the Master Association.
- (H) To employ accountants, attorneys, architects, or other professional personnel, and to contract for services necessary to perform the services required for proper operation and maintenance of the Community.
- (I) To acquire, own and convey real property, and to enter into agreements, or acquire leaseholds, easements, memberships, and other possessory or use interests in lands or facilities such as country clubs, golf courses, marinas, and other recreational facilities. It has this power regardless of whether the lands or facilities are contiguous to the lands of the Community, if they are intended to provide enjoyment, recreation, or other use or benefit to the members.
- (J) To borrow or raise money for any purposes of the Master Association; to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable instruments and evidences of indebtedness; and to secure the payment of any thereof, and of the interest therein, by mortgage, pledge, conveyance or assignment in trust, of the whole or any part of the rights or property of the Master Association.
- (K) To be responsible in perpetuity for maintenance of the Preservation areas (i.e., all preserved, restored, or created wetlands areas and upland buffer zones); and to take action against Lot owners or Neighborhood Associations, if necessary, to enforce the conditions of the permit issued by Southwest Florida Water Management District (“SWFWMD”) for the Community.
- (L) To be the responsible entity to operate and maintain the stormwater management system as permitted by SWFWMD, including but not limited to, all lakes, retention areas, culverts and related appurtenances.

All funds and the title to all property acquired by the Master Association shall be held for the benefit of the members in accordance with the provisions of the Declaration of Covenants, these Articles of Incorporation and the Bylaws.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS: All owners of Lots and Living Units shall be voting members. Membership and voting rights shall be as set forth in Section 4 and 11 of the Declaration of Covenants, Conditions and Restrictions for the Community, to which these Articles shall be attached as an Exhibit, and in the Bylaws of the Master Association.

ARTICLE V

TERM: The term of the Master Association shall be perpetual. If the Master Association is dissolved, the property consisting of the Stormwater Management System shall be conveyed to an appropriate agency of local government. If it is not accepted, those properties must be dedicated or conveyed to a similar non-profit corporation to assure continued maintenance in perpetuity.

ARTICLE VI

BYLAWS: The Bylaws of the Master Association may be altered, amended or rescinded in the manner provided therein.

ARTICLE VII

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

(A) **Proposal.** Amendments to these Articles may be proposed by a majority of the Directors or by written petition of at least ten percent (10%) of the voting interests, and shall be submitted to a vote of the members not later than the next annual meeting for which proper notice can be given.

(B) **Vote Required.** Except as otherwise required by Florida law, a proposed amendment to these Articles of Incorporation shall be adopted if it is approved by a majority of the voting interests present in person or by proxy and voting at any annual or special meeting called for the purpose or by a majority of the voting interests by using written consents in lieu of holding a membership meeting, provided that the text of any proposed amendment has been given to the members of the Master Association, with notice of the meeting or with the written consents.

(C) **Effective Date.** An amendment shall become effective upon filing with the Secretary of State and recording a certified copy in the Public Records of the County. The amendment must be recorded with the same formalities as required in Section 9.4 of the Bylaws for an amendment to the Bylaws.

ARTICLE VIII

DIRECTORS AND OFFICERS:

(A) The affairs of the Master Association will be administered by a Board of Directors, consisting of the number of Directors determined by the 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 Master Association shall be elected by the members in the manner described in the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided in the Bylaws.

(C) The business of the Master Association shall be conducted by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Master Association and shall serve at the pleasure of the Board.

ARTICLE IX

INDEMNIFICATION:

To the fullest extent permitted by Florida law, the Master Association shall indemnify and hold harmless every Director and every officer of the Master Association against all expenses and liabilities, including attorneys 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 is or may become a party by reason of being or having been a Director or officer of the Master 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 Master Association, in a proceeding by or in the right of the Master 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.

In the event of an out-of-court settlement of litigation, the right to indemnification shall not apply unless a majority of the disinterested Directors approves the settlement and indemnification as being in the best interest of the Master Association. 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.

GLEN EAGLE GOLF & COUNTRY CLUB, INC.

NOTE: SUBSTANTIAL AMENDMENT OF ENTIRE BYLAWS

FOR PRESENT TEXT SEE EXISTING DECLARATION OF COVENANTS

1. GENERAL. These are the Amended and Restated Bylaws of Glen Eagle Golf & Country Club, Inc., (hereinafter the "Master Association"), a Florida corporation not for profit.

1.1 Principal office. The principal office of this corporation is at 1403 Glen Eagle Blvd., Naples, Florida 34104 or at such other places as may be established by resolution of the Board of Directors.

1.2 Definitions. All terms defined in the Declaration of Covenants, Conditions and Restrictions for Glen Eagle Golf & Country Club (the "Declaration of Covenants") to which these Bylaws are attached as an exhibit, shall be used with the same meaning as defined therein.

1.3 Seal. The seal of the Master Association shall be inscribed with the name of the Master Association, the year of its organization, and the words "Florida" and "corporation 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.

2. MEMBERS. The members of the Association are the record owners of legal title to the lots or living units. In the case of a lot or living unit subject to an agreement for deed, the purchaser in possession shall be deemed the owner of the lot or living unit solely for purposes of determining use rights. If a lot or living unit is subject to a life estate, the life tenant is deemed the owner of the lot or living unit, and joint life tenants are deemed joint owners for the purposes of this provision. Membership becomes effective upon the occurrence of the first to occur of the following events.

(A) Delivery to the Master Association of written proof of the approval of the transfer of ownership by the Board of Directors of the Neighborhood Association in which the Living Unit is located, a copy of the Deed and satisfactory proof of closing of title.

(B) Delivery to the Master Association of written proof of approval of the transfer of ownership by the Board of Directors of the Neighborhood Association in which the Living Unit is located and a copy of the recorded deed or other instrument evidencing title.

2.1 Voting rights; voting interests. The Owner of each Lot or Living Unit shall have one (1) indivisible vote in all matters upon which the members are entitled to vote. The total number of voting interests of the Master Association shall be equal to the number of Lots and Living Units which exist in the Community (1,234). Unless specified otherwise within these Governing Documents or Florida law, votes shall be decided by at least two thirds (2/3rds) of the voting interests present in person or by proxy and voting at an annual or special meeting called for the purpose or by at least two thirds (2/3rds) of all of the voting interests by using written consents in lieu of holding a membership meeting provided that the text of any proposal has been given to the members with notice of the meeting or with the written consents.

2.2 Method of voting. Each Lot or Living Unit shall have one (1) vote in Master Association matters, such vote to be cast directly by the Owner.

2.3 Membership records. Records shall be maintained by the Master Association showing the names of the members, their addresses, the number of Lots or Living Units owned by each member, the class of membership and such other information as the Board shall require. Members may be issued a certificate or other evidence of membership, which may be wallet-size. The certificate of membership may set forth the number of Lots or Living Units owned by the member and such other information as determined by the Board. Admission to any Common Area, facility, meeting or affair of the Master Association may be conditioned upon production of a current certificate of membership by the member.

2.4 Transfer of membership. Except as provided in Section 2.6 below, no Golf or Social member may transfer his Master Association membership, except as an appurtenance to his Lot or Living Unit. When a Golf or Social member ceases to be an owner, his membership shall automatically terminate and shall automatically transfer to the new owner of the Unit. The termination of membership in the Master Association does not relieve or release any former member from liability or obligation incurred under or in any way connected with the Master Association during the period of his membership, nor does it impair any rights or remedies which the Master Association may have against any former member arising out of or in any way connected with such membership and the covenants and obligations incident thereto.

2.5 Rights and privileges of members.

(A) Every Golf and Social member shall have the right to:

- (1) Cast a vote at such times and in the manner as provided for in the Governing Documents;
- (2) Serve on the Board if elected;
- (3) Serve on committees; and
- (4) Attend membership meetings.

Each member is encouraged to take an active interest in Master Association affairs.

(B) Every member in good standing has the privilege of using and enjoying the Common Areas in accordance with the type of membership held by the member, subject to the rules of the Master Association and the right of the Master Association to charge admission and other fees for the use of any facilities.

(C) A member is in good standing if he is current in the payment of all assessments and other financial obligations to the Master Association and his membership is not suspended.

2.6 Suspension of membership. As further provided in Section 12 of the Declaration, the Board may suspend a member's membership in the Master Association:

(A) For any period of time during which an assessment or other charge against the member remains unpaid more than ninety (90) days after the date it was due and payable or such time

period as provided in Chapter 720, Florida Statutes, as amended from time to time; if there is a conflict between the time period set forth in this Section 2.6(A) or that time period provided in Chapter 720, Florida Statutes, the time period in Chapter 720, Florida Statutes, shall control; or

(B) Not less than thirty (30) days and not more than six (6) months after any infraction of the Master Association's rules and regulations by a member or by any person to whom he has expressly transferred or delegated his use privileges; or

(C) For misuse, abuse, or intentional destruction of Master Association property, real or personal.

Membership shall not be suspended until the member has been sent reasonable notice of the intended suspension and been offered a reasonable opportunity to be heard. Suspension of any member's membership temporarily revokes the member's rights and privileges to use and enjoy Common Areas and facilities and to participate in Master Association affairs. A suspension shall in no way impair the enforceability of any assessment or lien therefor, or the authority of the Master Association to assess and collect any future assessment and lien, nor shall it impair the member's right of access to, and use of, his own property in a manner consistent with the Governing Documents. The Master Association may suspend the voting rights of any member for the non-payment of regular annual assessments that are delinquent in excess of ninety (90) days.

3. MEMBERS' MEETINGS.

3.1 Annual meeting. The annual meeting shall be held in the County during either March or April of each year, at a day, place and time designated by the Board of Directors, for the purpose of electing Directors and transacting any other business duly authorized to be transacted by the members. The annual meeting is a general meeting, and unless the law or the Governing Documents require otherwise, notice of an annual meeting need not include a description of the purpose or purposes for which the meeting is called.

3.2 Special members' meetings. Special members' meetings must be held whenever called for by the President or by a majority of the Directors, and must be promptly called by the Board upon receipt of a written request signed by members representing at least ten percent (10%) of all of the voting interests. Such requests shall be in writing and shall state the purpose or purposes of the meeting. Business at any special meeting shall be limited to the items specified in the request or contained in the notice of meeting.

3.3 Quorum. A quorum shall be attained at a members meeting by the presence of members either in person or by proxy of at least thirty percent (30%) of all of the voting interests. In the event voting will be done on a class basis, then a quorum shall mean the presence in person or by proxy of at least 30 percent (30%) of the applicable class of members.

3.4 Vote required to transact business. The acts or resolutions approved by at least a majority of the members present in person or by proxy at a duly called meeting of the members at which a quorum has been attained shall be the act of the members, unless a higher vote is specifically required by law or by other sections of the Governing Documents.

3.5 Notice of meetings. Notice of all membership meetings must state the time, date, and place of the meeting and must be mailed, electronically transmitted or delivered to each member at his or her address as it appears on the records of the Master Association. The member bears the responsibility for notifying the Association of any change of address. The notice must be mailed, electronically transmitted or delivered not less than fourteen (14) days prior to the date of the membership meeting. The notice must include a description of the purpose of the meeting. In the case of a special members' meeting, the notice must include an agenda that specifically lists the items of business that will be considered at the meeting in accordance with Section 3.2.

3.6 Adjourned meetings. Any duly called meeting of the members may be adjourned to be reconvened at a later time by vote of the majority of all of the voting interests present either in person or by proxy, regardless of whether a quorum has been attained. Adjournment of annual or special meetings to a different date, time or place must be announced at that meeting before an adjournment is taken. Any business that might have been transacted on the original date of the meeting may be transacted at the adjourned meeting.

3.7 Order of Business. The order of business at members' meetings shall be substantially as follows:

- (A) Determination that a quorum has been attained
- (B) Reading or waiver of reading of minutes of last members' meeting
- (C) Reports of Officers
- (D) Reports of Committees
- (E) Election of Directors (when appropriate)
- (F) Unfinished Business
- (G) New Business
- (H) General Question and Answer Session (Annual Meeting)
- (I) Adjournment

3.8 Minutes. Minutes of all meetings of the members must be maintained in written form, or in another form that can be converted into written form within a reasonable time.

3.9 Parliamentary rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Master Association meetings when not in conflict with the law, with the Declaration of Covenants, or with these Bylaws. Further, the presiding officer has the option of using the Roberts' Rules of Order provisions that apply to small board procedures, Chapter XVI, §49. The presiding officer may appoint a Parliamentarian, but the decision of the presiding officer 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.

3.10 Action by members without a meeting. Except the holding of the annual meeting and annual election of Directors, any action required or permitted to be taken at a meeting of the members may be taken by mail without a meeting if written instruments expressing approval of the action proposed

to be taken are signed and returned by members having not less than the minimum number of votes that would be necessary to take such action at a meeting at which all of all of the voting interests were present and voting. If the requisite number of written consents are received by the Secretary within sixty (60) days after the earliest date which appears on any of the consent forms received, the proposed action so authorized shall be of full force and effect as if the action had been approved at a meeting of the members held on the sixtieth (60th) day. Within ten (10) days thereafter, notice must be given to those members who are entitled to vote on the action but who have not consented in writing. The notice must fairly summarize the material features of the authorized action. Nothing in this paragraph affects the rights of members to call a special meeting of the membership, as provided for by Section 3.2 above, or by law.

4. BOARD OF DIRECTORS. The administration of the affairs of the Master Association shall be by the Board of Directors. All powers and duties granted to the Master Association by law, as modified and explained in the Declaration of Covenants, Articles of Incorporation, and these Bylaws, shall be exercised by the Board, subject to the approval or consent of the members only when such is expressly required.

4.1 Powers. The Board shall have the authority to:

(A) Manage and control the affairs of the Master Association.

(B) Appoint and remove at its pleasure all officers, agents and employees of the Master Association, prescribe their duties, fix their compensation and require of them such security or fidelity bond as it may deem expedient. Nothing in these Bylaws shall be construed to prohibit the employment of any member. However, no officer or Director of the Master Association shall be employed by the Master Association in any capacity whatsoever as long as they are serving their terms.

(C) Establish, levy, assess, and collect any assessment or charge provided for in the Governing Documents.

(D) Designate one or more financial institution(s) as depository for Master Association funds and the officer(s) authorized to make withdrawals therefrom.

(E) With the prior consent of at least two thirds (2/3rds) of the voting interests present in person or by proxy and voting at an annual or special meeting called for the purpose or by at least two thirds (2/3rds) of all of the voting interests by using written consents in lieu of holding a membership meeting provided that the text of any proposal has been given to the members with notice of the meeting or with the written consents, borrow money for Master Association purposes. However, membership approval is only required if such loan is secured by an assignment, pledge, mortgage or other encumbrance on real property in excess of two hundred thousand dollars (\$200,000) with respect to any Club or Master Association Common Areas or future revenues of the Master Association.

(F) Adopt, amend or revoke rules and regulations relating to the use of Common Areas, and such sanctions for noncompliance therewith, as it may deem necessary for the best interest of the Master Association and its members. The Board may also establish and levy fees for the use of Common Areas or Master Association property.

(G) Cause the Master Association to employ sufficient personnel to adequately perform the responsibilities of the Master Association.

(H) Negotiate and enter into contracts for the maintenance and operation of the Common Areas.

(I) Make improvements to the Common Areas.

(J) Establish committees of the Master Association and appoint the members thereof. It may assign to such committees responsibilities and duties not inconsistent with the provisions of these Bylaws as it may deem appropriate.

(K) Acquire property, real or personal, and enter into agreements with any persons relating to the orderly transfer of property from said person to the Master Association and such other matters as the Board may deem appropriate.

(L) Perform all other acts not inconsistent with law or the Governing Documents and necessary for the proper functioning of the Master Association.

4.2 Number; qualifications. There shall be seven (7) Directors elected by the members. Each Director must be a member or the spouse of a member.

4.3 Term of office. In order to provide for a continuity of experience by establishing a system of staggered terms of office in the Election of Directors to be held at the annual meeting in March 2007, the number of Directors to be elected shall be seven (7). The four (4) candidates receiving the highest number of votes shall be elected for a term that will expire upon the final adjournment of the 2009 annual meeting at which the Directors' successors are elected. The three (3) candidates receiving the next highest number of votes shall be elected for a term that will expire upon the final adjournment of the 2008 annual meeting at which the Directors' successors are elected. If there are only seven (7) candidates, the determination of who will serve the longer terms shall be made among them by agreement or by lot. Thereafter, all Directors shall be elected for two (2) year terms. A Director's term ends at the annual election at which his successor is to be duly elected. There is no limit on the number of consecutive terms to which a Director may be elected. A resignation must be in writing to be effective and may not be revoked once received by the Master Association.

4.4 Nominations and elections.

(A) **Candidates.** The Board shall adopt and utilize procedures whereby any person eligible to serve as a Director may qualify as a candidate and have his name on the ballot by notifying the Master Association in writing, at least forty-five (45) days in advance of the election, of his desire to be a candidate for any vacancy. All eligible persons giving timely written notice of desire to be a candidate shall be listed alphabetically by surname on any ballots distributed or used by the Master Association. Candidates may also be nominated in any other way permitted by law.

(B) **Election and voting materials.** Candidates shall have a reasonable opportunity to communicate their qualifications to the voting members and to solicit votes at their own

expense. Any written materials distributed to the members by the Master Association regarding an election shall be non-partisan and Master Association funds shall not be used in any way to promote the election of any candidate over another. No ballot or other election materials used by the Master Association shall endorse, disparage, or comment on any candidate or indicate whether a candidate is an incumbent; however, the Master Association shall duplicate and distribute without editing brief resumes of background and qualifications provided by any candidates who would like it distributed. The ballots and all other election and voting materials shall be distributed by the Master Association with the notice of the annual meeting described in Section 3.5 above.

(C) Balloting. Ballots may be cast using the double envelope system where only the owners cast the ballots. The proxy must include the owner's name and Unit address in order to ensure that one indivisible vote is received from the owner of each Lot or Living Unit. Candidates who receive a plurality of the votes cast shall be elected. Each member may cast as many votes as there are Directors to be elected, but not more than one vote for any candidate, it being the intent hereof that cumulative voting is prohibited. A member may waive the right of secrecy of his ballot for the election of directors.

(D) Vote counting. On the day of the annual meeting, before the meeting begins, at a place and time which was stated in the notice of the meeting, the General Manager's office and/or members designated by the Board shall open the sealed envelopes and count the votes in such manner as it (or they) deem advisable. Any member shall be entitled to attend and observe. The results of the election shall be announced at the beginning of the annual meeting, and the new Directors shall take office at the final adjournment of the meeting. A tie vote shall be broken by agreement between the tied candidates, or, in the absence of agreement, by lot. Any dispute as to the validity of any ballots shall be resolved by the incumbent Board.

4.5 Vacancies on the Board. If the office of any Director or Directors becomes vacant for any reason, a majority of the remaining Directors, though less than a quorum, shall promptly choose a successor or successors, who shall hold office for the entire remaining term. If for any reason there should arise circumstances in which no Directors are serving and the entire Board is vacant, the members shall elect successors at a special meeting by the same method as it provided in Section 4.4.

4.6 Removal. Any Director may be removed from office with or without cause by vote of a majority of the voting interests in the manner required by Chapter 720, Florida Statutes.

4.7 Organizational meeting. An organizational meeting of a new Board of Directors shall be held within ten (10) days after the election of new Directors at such place and time as may be fixed by the new Directors at the meeting when they were elected.

4.8 Regular meetings. Regular meetings of the Board shall be held at such time and place in Collier County, Florida, as shall be determined from time to time by the Directors. A regular meeting of the Board of Directors is any meeting held according to a regular weekly, monthly or other periodic schedule adopted from time to time by the Board. Notice of regular meetings shall be given to each Director, personally or by mail, telephone, electronic mail or telegram, at least ten (10) days before

the day named for such meeting. At regular meetings any business of the Master Association may be transacted.

4.9 Special meetings. Special meetings of the Board are all meetings other than the annual organizational meeting and regular meetings. Special meetings may be called by the President, the Secretary, or by a majority of the Directors. Not less than two (2) days notice of a special meeting shall be given to each Director, personally or by mail, facsimile, telephone or telegram, which notice shall state the time, place and purposes of the meeting. Business conducted at a special meeting shall be limited to the items specified in the notice of the meeting.

4.10 Waiver of notice by Directors. Any Director may waive notice of a Board meeting before or after the meeting, and such waiver shall be deemed equivalent to the receipt of notice. Attendance at a meeting by any Director constitutes waiver of notice, unless the Director objects to the lack of notice at the beginning of the meeting.

4.11 Board meetings; notice to members. A meeting of the Board of Directors occurs whenever a quorum of the Board gathers and conducts Master Association business. All meetings of the Board shall be open to all members, except as otherwise provided by law. Notice of all Board meetings shall be posted in a conspicuous place on the Common Areas at least forty-eight (48) hours in advance of a meeting, except in an emergency. However, the Board may provide notice of regular Board meetings by alternate means, including publication of notice or provision of a schedule of regular Board meetings. An assessment may not be levied at a Board meeting unless written notice of the meeting is provided to all members at least fourteen (14) days before the meeting and includes a statement that assessments will be considered and the nature of such assessments. Written notice of any meeting at which special assessments will be considered must be mailed, delivered, or electronically transmitted to the members and posted conspicuously on the Common Areas or broadcast on closed-circuit cable television not less than fourteen (14) days before the meeting. The Board may adopt reasonable rules governing the taping of meetings of the Board and the membership.

4.12 Quorum of Directors. A quorum at a Board meeting shall exist only when a majority of all Directors are present in person. Directors may not vote by proxy or secret ballots at Board meetings, except that secret ballots may be used in electing officers. Any Director has a right to participate in any meeting of the Board, or meeting of an executive or other committee, by means of a conference telephone call or similar communicative arrangement whereby all persons present can hear and speak to all other persons. Participation by such means shall be deemed equivalent to presence in person.

4.13 Vote required. Except as otherwise required by law or the Governing Documents, the acts approved by a majority of the Directors present and voting at a duly called Board meeting at which a quorum exists shall constitute the acts of the Board of Directors.

4.14 Presumption of assent. A Director who is present at a meeting of the Board shall be deemed to have voted in favor of the point of view that prevails on any question, unless he voted against such action or abstained from voting because of an asserted conflict of interest. The vote of each Director on each matter considered, including abstention because of an asserted conflict of interest, must be recorded in the minutes of the meeting.

4.15 Adjourned meetings. The majority of the Directors present at any meeting of the Board, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a later time. When the meeting is reconvened, provided a quorum exists, any business that might have been transacted at the meeting originally called may be transacted without further notice.

4.16 The Presiding Officer. The President of the Master Association, or in his absence, the Vice President, shall be the presiding officer at all meetings of the Board of Directors. If neither is present, the presiding officer shall be selected by majority vote of those present.

4.17 Compensation of Directors and Officers. Neither Directors nor officers shall receive compensation for their services as such. Directors may not also be employees of the Master Association. Directors and officers may be compensated for all actual and proper out-of-pocket expenses relating to the proper discharge of their respective duties.

4.18 Emergency powers. In the event of an “emergency” as defined in Paragraph 4.18(G) below, the Board of Directors of the Master Association may exercise the emergency powers described in this Section, and any other emergency powers authorized by Florida Statutes.

(A) The Board may name as assistant officers persons who are not Directors, which assistant officers shall have the same authority as the executive officers to whom they are assistant during the period of the emergency, to accommodate the incapacity of any officer of the Master Association.

(B) The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.

(C) During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practical manner, including publication or radio. The Director or Directors in attendance at such a meeting shall constitute a quorum.

(D) Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Master Association shall bind the Master Association; and shall have the rebuttable presumption of being reasonable and necessary.

(E) Any officer, Director or employee of the Master Association acting with a reasonable belief that his actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of willful misconduct.

(F) The provisions of these emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

(G) For purposes of this Section, an “emergency” exists only during a period of time in which quorum of the Board cannot readily be assembled because of a catastrophic event that the Community, or the immediate geographic area in which the Community is located, is subjected to:

(1) A state of emergency declared by law enforcement authorities;

- (2) A hurricane warning;
- (3) A partial or complete evacuation order;
- (4) Designation by federal or state government as a “disaster area”; or
- (5) A catastrophic occurrence, whether natural or man-made, which seriously damages or threatens serious damage to the Community, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or acts of terrorism.

4.19 Committee meetings. The provisions of Section 4.11 of these Bylaws governing the calling and holding of Board meetings shall also apply to all meetings of the ARC, and to meetings of any committee or other similar body when a final decision will be made regarding the expenditure of association funds.

4.20 Advisory Council. A Presidents Council shall be an Advisory Council to the Board of Directors of the Master Association. The Presidents Council will consist of one (1) representative from each Neighborhood Association within the Glen Eagle Golf & Country Club community. The determination of each Neighborhood Association representative shall be determined by the Neighborhood Association either by election by the members of the Neighborhood Association or by appointment by the Board of Directors of the Neighborhood Association. The term of service of the representative from each Neighborhood Association on the Presidents Council as well as any removal procedures shall be as determined by each Neighborhood Association.

5. OFFICERS.

5.1 Officers and Elections. The executive officers of the Master Association shall be a President, and one or more Vice Presidents, who must be Directors of the Master Association, as well as a Treasurer and a Secretary, all of whom shall be elected annually by majority vote of the 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 except the President may hold two or more offices. The Board of Directors shall, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Master Association. If the Board so determines, there may be more than one Vice President.

5.2 President. The President shall be the chief executive officer of the Master Association; he shall preside at all meetings of the members and Directors, shall be ex-officio a member of all standing committees, shall have general and active management of the business of the Master Association, and shall see that all orders and resolutions of the Board are carried into effect. He shall execute bonds, mortgages and other contracts or documents requiring the seal of the Master Association, and in the incapacity or unavailability of the President, such documents shall be executed by the Vice President.

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 Board of Directors shall prescribe.

5.4 Secretary. The Secretary shall attend the meetings of the Board and meetings of the members, and shall record all votes and the minutes of all proceedings 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 members and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board or the President. He shall keep in safe custody the seal of the Master Association and, when authorized by the Board, affix the same to any instrument requiring it. The Secretary shall be responsible for the proper recording of all duly adopted amendments to the Governing Documents. Any of the foregoing duties may be performed by an Assistant Secretary, if any has been designated.

5.5 Treasurer. The Treasurer shall have responsibility for the collection, safe-keeping, and disbursement of funds and securities of the Master Association, shall keep full and accurate accounts of receipts and disbursements in books belonging to the Master Association, and shall deposit all monies and other valuable effects in the name and to the credit of the Master Association in such depositories as may be designated by the Board of Directors, and prepare the budget for the Master Association, making proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all transactions and of the financial condition of the Master Association. Any of the foregoing duties may be performed by an Assistant Treasurer, if any has been designated.

6. FISCAL MATTERS. The provisions for assessments and fiscal management of the Master Association set forth in the Declaration of Covenants shall be supplemented by the following provisions:

6.1 Depository. The Master Association shall maintain its accounts in federally insured accounts at financial institutions as may be designated from time to time by the Board or in investment vehicles backed by the full faith and credit of the United States. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board. The Board may invest Master Association funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securities, and other similar investment vehicles, provided they are federally insured, or backed by the full faith and credit of the United States.

6.2 Budget. The Board of Directors shall, at a November meeting each year, adopt a budget for the next fiscal year. The budget must reflect the estimated revenues and expenses for the next fiscal year and the estimated surplus or deficit as of the end of the current fiscal year. The budget must set out separately all fees or charges for recreational amenities, whether owned by the Master Association or another person. The Master Association shall provide each member with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the member. The proposed budget shall be detailed and shall show the amounts budgeted by accounts and expense classifications.

6.3 Reserves. The Board may establish in the budgets one or more reserve accounts for contingencies, operating expenses, repairs, improvements, capital expenditures or deferred maintenance. The purpose of the reserves is to provide financial stability and, when possible, to avoid the need for special assessments. The amounts proposed to be so reserved shall be shown in the proposed annual budgets each year.

6.4 Fidelity bonds or other insurance. The Master Association shall obtain and maintain adequate insurance and/or fidelity bonding of all persons who handle, control, disburse or are otherwise responsible for Master Association funds. The insurance policy and/or fidelity bond shall cover the

maximum funds that will be in the custody of the Master Association at any one time. The premiums on such bonds shall be paid by the Master Association.

6.5 Accounts and accounting procedures. The financial and accounting records of the Master Association must be kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least seven (7) years. The financial and accounting records must include:

- (A) Accurate, itemized, and detailed records of all receipts and expenditures.
- (B) A current account and a periodic statement of the account for each member, designating the name and current address of each member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the member; the date and amount of each payment on the account, and the balance due.
- (C) All tax returns, financial statements, and financial reports of the Master Association.
- (D) Any other records that identify, measure, record or communicate financial information.

6.6 Financial reporting. The Master Association shall prepare an annual financial report within sixty (60) days after the close of the fiscal year. The Master Association shall, within ten (10) business days after the report is prepared, provide each member with a copy of the report, or a written notice that a copy of the financial report is available upon request at no charge to the member. The financial report must consist of either:

- (A) Financial statements presented in conformity with generally accepted accounting principles; or
- (B) A financial report of actual receipts and expenditures, cash basis, which report must show:
 - (1) The amount of receipts and expenditures by classification; and
 - (2) The beginning and ending cash balances of the Master Association.

6.7 Audits. A formal certified audit of the accounts of the Master Association, if required by law, or by a majority of the voting interests, or by a majority of the Board of Directors, shall be made by an independent certified public accountant and a copy of the audit report shall be available on request to each member.

6.8 Application of payments and co-mingling of funds. All monies collected by the Master Association may be co-mingled, for investment purposes only, in a single fund, or divided into two or more funds, as determined by the Board of Directors. The books and records of the Master Association shall be kept in conformity with generally accepted principles, and the audit and accounting guide for Common Interest Realty Associations of the American Institute of Certified Public Accountants. All payments on account by an Owner shall be applied in the following order: first to interest, then to any administrative late fee, then to any costs and reasonable attorney's fees

incurred in collection, then to any charges, then to special assessments and finally to annual assessments in the order they came due, or as may be required by law.

6.9 Fiscal year. The fiscal year for the Master Association shall begin on the first day of January each year. The Board of Directors may change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed in the Internal Revenue Code of the United States.

6.10 Purpose of assessments. Annual assessments based on the adopted budgets shall be payable annually (due on January 1 of each year or such other date as the Board of Directors may determine). Written notice of the annual assessment shall be sent to all owners at least thirty (30) days prior to the due date. Failure to send or receive such notice shall not, however, excuse the obligation to pay. By resolution, the Board may establish the place for payment, the method of payment, and a late payment fee.

6.11 Special assessments. Special assessments may be imposed by the Board of Directors whenever necessary to meet unbudgeted, emergency, or non-recurring expenses, or for such other purposes as are authorized by the Declaration of Covenants or these Bylaws. Special assessments are due on the day specified in the resolution of the Board approving such assessment. The notice of any special assessment must contain a statement of the purpose(s) of the assessment, and the funds collected must be spent for the stated purpose(s) or returned to the members in a manner consistent with law. The total of all special assessments payable by the members generally shall not exceed \$200 per Lot or Living Unit in any fiscal year unless approved in advance by a majority of the voting interests present in person or by proxy and voting at an annual or special meeting called for the purpose or by a majority of the voting interests by using written consents in lieu of holding a membership meeting provided that the text of any proposal has been given to the members with notice of the meeting or with the written consents.

6.12 Proof of payment. Within fifteen (15) days after receipt of request from the owner, mortgagee, or purchaser of a Lot or Living Unit, the Master Association shall furnish a written statement certifying that all assessments then due from any Lot or Living Unit have been paid, or indicating the amounts then due. Anyone other than the owner who relies upon such statement shall be protected thereto.

6.13 Suspension. The Master Association shall not be required to transfer memberships on its books or to allow the exercise of any rights or privileges of membership on account thereof to any owner, or to any persons claiming under an owner, unless and until all assessments and charges to which said owner and his Lot or Living Unit is subject have been paid in full.

7. AMENDMENT OF BYLAWS. Amendments to these Bylaws shall be proposed and adopted in the following manner:

7.1 Proposal. Amendments to the Bylaws may be proposed either by a resolution approved by the Board of Directors or by a petition to the Board signed by at least twenty-five percent (25%) of all of the voting interests of the Mast Association. Once so proposed, the amendments shall be submitted to a vote of the members in accordance with Section 8.2 below.

7.2 Vote required. Except as otherwise provided by law, or by specific provision of the Governing Documents, these Bylaws may be amended by concurrence of at least two thirds (2/3rds) of the voting interests present in person or by proxy and voting at any annual or special meeting, at which a quorum has been attained, called for the purpose, or by at least two thirds (2/3rds) of all of the voting interests by using written consents in lieu of holding a membership meeting provided that the text of any proposed amendment has been given to the members with notice of the meeting or with the written consents. Further provided that should any proposed amendment relate only to the Golf members and/or the Club Common Areas as defined in Section 5.2, then the amendment must be approved by at least two thirds (2/3rds) of the Golf members present in person or by proxy and voting at an annual or special meeting, at which a quorum of the Golf members has been attained, called for the purpose, or by at least two thirds (2/3rds) of all of the Golf members by using written consents in lieu of a meeting.

7.3 Certificate; recording. A copy of each approved amendment shall be attached to a certificate reciting that the amendment was duly adopted, which certificate shall be executed by the President or Vice President of the Master Association with the formalities of a deed. The amendment shall be effective when the certificates and copy of the amendment are recorded in the Public Records of the County. The certificate must identify the book and page of the Public Records where the Declaration of Covenants was originally recorded.

8. MISCELLANEOUS.

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

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

8.3 Conflict. If any irreconcilable conflict should exist, or hereinafter arise, with respect to the interpretation of these Bylaws and the Declaration of Covenants or the Articles of Incorporation of the Master Association, the provisions of the Declaration of Covenants or Articles of Incorporation shall prevail over the provisions of these Bylaws.

EXHIBIT D

DESIGNATION OF MEMBERSHIP

GLEN EAGLE GOLF AND COUNTRY CLUB, INC.

The following Lots/Units are designated as Golf (Class A) or Social (Class B) members of Glen Eagle Golf and Country Club.

ADDISON RESERVE

Lots 1 through 110, inclusive, Addison Reserve, according to the Plat thereof as recorded in Plat Book 33, Pages 51 through 53, Public Records of Collier County, Florida.

The number shown after the Lot # is the street address on Glen Eagle Circle.

<u>Golf Membership (46)</u>		<u>Social Membership (64)</u>	
Lot 1, 295	Lot 61, 55	Lot 2, 291	Lot 64, 43
Lot 7, 271	Lot 62, 51	Lot 3, 287	Lot 67, 276
Lot 8, 267	Lot 63, 47	Lot 4, 283	Lot 71, 260
Lot 9, 263	Lot 65, 284	Lot 5, 279	Lot 74, 248
Lot 16, 235	Lot 66, 280	Lot 6, 275	Lot 75, 244
Lot 22, 211	Lot 68, 272	Lot 10, 259	Lot 76, 240
Lot 25, 199	Lot 69, 268	Lot 11, 255	Lot 78, 232
Lot 27, 191	Lot 70, 264	Lot 12, 251	Lot 79, 228
Lot 30, 179	Lot 72, 256	Lot 13, 247	Lot 80, 224
Lot 34, 163	Lot 73, 252	Lot 14, 243	Lot 81, 220
Lot 35, 159	Lot 77, 236	Lot 15, 239	Lot 82, 216
Lot 36, 155	Lot 85, 204	Lot 17, 231	Lot 83, 212
Lot 37, 151	Lot 91, 136	Lot 18, 227	Lot 84, 208
Lot 38, 147	Lot 92, 132	Lot 19, 223	Lot 86, 200
Lot 40, 139	Lot 94, 124	Lot 20, 219	Lot 87, 196
Lot 43, 127	Lot 102, 92	Lot 21, 215	Lot 88, 148
Lot 44, 123	Lot 105, 80	Lot 23, 207	Lot 89, 144
Lot 45, 119	Lot 109, 64	Lot 24, 203	Lot 90, 140
Lot 46, 115		Lot 26, 195	Lot 93, 128
Lot 47, 111		Lot 28, 187	Lot 95, 120
Lot 48, 107		Lot 29, 183	Lot 96, 116
Lot 49, 103		Lot 31, 175	Lot 97, 112
Lot 51, 95		Lot 32, 171	Lot 98, 108
Lot 52, 91		Lot 33, 167	Lot 99, 104
Lot 54, 83		Lot 39, 143	Lot 100, 100
Lot 55, 79		Lot 41, 135	Lot 101, 96
Lot 59, 63		Lot 42, 131	Lot 103, 88
Lot 60, 59		Lot 50, 99	Lot 104, 84
		Lot 53, 87	Lot 106, 76
		Lot 56, 75	Lot 107, 72
		Lot 57, 71	Lot 108, 68
		Lot 58, 67	Lot 110, 60

MASTER DECLARATION

EXHIBIT D

EXHIBIT D

DESIGNATION OF MEMBERSHIP

GLEN EAGLE GOLF AND COUNTRY CLUB, INC.

The following Lots/Units are designated as Golf (Class A) or Social (Class B) members of Glen Eagle Golf and Country Club.

BRITTANY PLACE

Lots 1 through 16, inclusive, and Lots 33 through 48, inclusive, Brittany Place, Phase One, according to the Plat thereof as recorded in Plat Book 30, Pages 26 through 28, Public Records of Collier County, Florida; and Lots 17 through 32, inclusive, and Lots 49 through 102, inclusive, Brittany Place, Phase Two, according to the plat thereof, as recorded in Plat Book 30, Pages 29 through 31, Public Records of Collier County, Florida.

The number shown after the Lot # is the street address on the streets within Brittany Place.

Golf Membership (65)

Lot 1, 802	Lot 31, 909	Lot 75, 1215
Lot 2, 8062	Lot 32, 905	Lot 76, 1211
Lot 3, 810	Lot 35, 1008	Lot 77, 1207
Lot 4, 814	Lot 36, 1012	Lot 78, 1203
Lot 6, 822	Lot 37, 1016	Lot 79, 1304
Lot 8, 830	Lot 38, 1020	Lot 81, 1312
Lot 9, 831	Lot 40, 1028	Lot 82, 1316
Lot 10, 827	Lot 42, 1025	Lot 83, 1320
Lot 11, 823	Lot 43, 1021	Lot 86, 1319
Lot 12, 819	Lot 44, 1017	Lot 88, 1311
Lot 13, 815	Lot 46, 1009	Lot 89, 1307
Lot 14, 811	Lot 47, 1005	Lot 90, 1303
Lot 15, 807	Lot 48, 1001	Lot 91, 1404
Lot 16, 803	Lot 50, 1106	Lot 93, 1412
Lot 18, 910	Lot 51, 1110	Lot 95, 1420
Lot 20, 918	Lot 52, 1114	Lot 96, 1424
Lot 22, 926	Lot 54, 1122	Lot 100, 1413
Lot 23, 930	Lot 58, 1127	Lot 101, 1409
Lot 24, 934	Lot 62, 1111	
Lot 26, 929	Lot 68, 1212	
Lot 27, 925	Lot 70, 1220	
Lot 28, 921	Lot 73, 1223	
Lot 29, 917	Lot 74, 1219	
Lot 30, 913		

Social Membership (37)

Lot 5, 818	Lot 69, 1216
Lot 7, 826	Lot 71, 1224
Lot 17, 906	Lot 72, 1228
Lot 19, 914	Lot 80, 1308
Lot 21, 922	Lot 84, 1324
Lot 25, 933	Lot 85, 1323
Lot 33, 1000	Lot 87, 1315
Lot 34, 1004	Lot 92, 1408
Lot 39, 1024	Lot 94, 1416
Lot 41, 1029	Lot 97, 1425
Lot 45, 1013	Lot 98, 1421
Lot 49, 1102	Lot 99, 1417
Lot 53, 1118	Lot 102, 1405
Lot 55, 1126	
Lot 56, 1130	
Lot 57, 1131	
Lot 59, 1123	
Lot 60, 1119	
Lot 61, 1115	
Lot 63, 1107	
Lot 64, 1103	
Lot 65, 1200	
Lot 66, 1204	
Lot 67, 1208	

EXHIBIT D

DESIGNATION OF MEMBERSHIP

GLEN EAGLE GOLF AND COUNTRY CLUB, INC.

All of the following Chatham Square I Units are designated as Golf (Class A) members of Glen Eagle Golf and Country Club.

CHATHAM SQUARE I

Chatham Square I, a Condominium, according to the Declaration of Condominium, recorded in O.R. Book 1584, at Pages 293 et. Seq., of the Official Records of Collier County, Florida.

Golf Membership (96)

A-101	C-101	J-101	L-101
A-102	C-102	J-102	L-102
A-103	C-103	J-103	L-103
A-104	C-104	J-104	L-104
A-105	C-105	J-105	L-105
A-106	C-106	J-106	L-106
A-201	C-201	J-201	L-201
A-202	C-202	J-202	L-202
A-203	C-203	J-203	L-203
A-204	C-204	J-204	L-204
A-205	C-205	J-205	L-205
B-101	D-101	K-101	M-101
B-102	D-102	K-102	M-102
B-103	D-103	K-103	M-103
B-104	D-104	K-104	M-104
B-105	D-105	K-105	M-105
B-106	D-106	K-106	M-106
B-201	D-201	K-201	M-201
B-202	D-202	K-202	M-202
B-203	D-203	K-203	M-203
B-204	D-204	K-204	M-204
B-205	D-205	K-205	M-205
B-206	D-206	K-206	M-206

EXHIBIT D

DESIGNATION OF MEMBERSHIP

GLEN EAGLE GOLF AND COUNTRY CLUB, INC.

The following Units are designated as Golf (Class A) or Social (Class B) members of Glen Eagle Golf and Country Club.

CHATHAM SQUARE II

Chatham Square II, a Condominium, according to the Declaration of Condominium, recorded in O.R. Book 1592, at Pages 1656 et. Seq., of the Official Records of Collier County, Florida.

<u>Golf Membership (119)</u>					<u>Social Membership (1)</u>
E-101	F-101	G-101	H-101	I-101	E-107
E-102	F-102	G-102	H-102	I-201	
E-103	F-103	G-103	H-103	I-103	
E-104	F-104	G-104	H-104	I-104	
E-105	F-105	G-105	H-105	I-105	
E-106	F-106	G-106	H-106	I-106	
E-108	F-107	G-107	H-107	I-107	
	F-108	G-108	H-108	I-108	
E-201	F-201	G-201	H-201	I-201	
E-202	F-202	G-202	H-202	I-202	
E-203	F-203	G-203	H-203	I-203	
E-204	F-204	G-204	H-204	I-204	
E-205	F-205	G-205	H-205	I-205	
E-206	F-206	G-206	H-206	I-206	
E-207	F-207	G-207	H-207	I-207	
E-208	F-208	G-208	H-208	I-208	
E-301	F-301	G-301	H-301	I-301	
E-302	F-302	G-302	H-302	I-302	
E-303	F-303	G-303	H-303	I-303	
E-304	F-304	G-304	H-304	I-304	
E-305	F-305	G-305	H-305	I-305	
E-306	F-306	G-306	H-306	I-306	
E-307	F-307	G-307	H-307	I-307	
E-308	F-308	G-308	H-308	I-308	

EXHIBIT D

DESIGNATION OF MEMBERSHIP

GLEN EAGLE GOLF AND COUNTRY CLUB, INC.

The following Units are designated as Golf (Class A) or Social (Class B) members of Glen Eagle Golf and Country Club.

GLENMOOR GREENS I

Glenmoor Greens I, a Condominium, according to the Declaration of Condominium, recorded in O.R. Book 1951, at Pages 1309 et. seq., of the Official Records of Collier County, Florida.

Golf Membership (71)

Social Membership (1)

A-101	B-101	C-101
A-102	B-102	C-102
A-103	B-103	C-103
A-104	B-104	C-104
A-105	B-105	C-105
A-106	B-106	C-106
A-107	B-107	C-107
A-108	B-108	C-108
A-201	B-201	C-201
A-202	B-202	C-202
A-203	B-203	C-203
A-204	B-204	C-204
A-205	B-205	C-205
A-206	B-206	C-206
A-207	B-207	C-207
A-208	B-208	C-208
A-301	B-301	C-301
A-302	B-302	C-302
A-303		C-303
A-304	B-304	C-304
A-305	B-305	C-305
A-306	B-306	C-306
A-307	B-307	C-307
A-308	B-308	C-308

B-303

EXHIBIT D

DESIGNATION OF MEMBERSHIP

GLEN EAGLE GOLF AND COUNTRY CLUB, INC.

The following Units are designated as Golf (Class A) or Social (Class B) members of Glen Eagle Golf and Country Club.

GLENMOOR GREENS II

Glenmoor Greens II, a Condominium, according to the Declaration of Condominium, recorded in O.R. Book 2290, at Pages 961 et. seq., of the Official Records of Collier County, Florida.

Golf Membership (72)

Social Membership (12)

D-101	H-101	L-101	S-101	K-102
D-102	H-102	L-102	S-102	L-201
D-103	H-103	L-103	S-103	P-101
D-202	H-104		S-202	P-201
	H-201	M-101		P-202
E-101	H-202	M-102	T-101	Q-101
E-102	H-203	M-201	T-102	Q-202
E-103	H-204	M-202	T-103	R-102
E-104			T-104	R-201
E-201	I-101	N-101	T-201	T-202
E-202	I-102	N-102	T-204	T-203
E-203	I-201	N-201		U-102
E-204	I-202	N-202	U-101	
			U-201	
F-101	J-101	P-102	U-202	
F-102	J-102			
F-201	J-201	Q-102	V-101	
F-202	J-202	Q-201	V-102	
			V-201	
G-101	K-101	R-101	V-202	
G-102	K-201	R-202		
G-201	K-202			
G-202				

EXHIBIT D

DESIGNATION OF MEMBERSHIP

GLEN EAGLE GOLF AND COUNTRY CLUB, INC.

The following Lots/Units are designated as Golf (Class A) or Social (Class B) members of Glen Eagle Golf and Country Club.

LAGO VILLAGGIO

Lago Villaggio, according to Plat Book 38, Pages 11 et. seq., of the Official Records of Collier County, Florida.

The number shown after the Lot # is the street address on Lago Villaggio Way.

<u>Golf Membership (47)</u>		<u>Social Membership (58)</u>	
Lot 1, 5567	Lot 52, 5770	Lot 3, 5575	Lot 61, 5734
Lot 2, 5571	Lot 54, 5762	Lot 5, 5583	Lot 62, 5730
Lot 4, 5579	Lot 55, 5758	Lot 6, 5587	Lot 63, 5726
Lot 8, 5615	Lot 57, 5750	Lot 7, 5591	Lot 64, 5722
Lot 12, 5631	Lot 58, 5746	Lot 9, 5619	Lot 65, 5718
Lot 13, 5639	Lot 66, 5690	Lot 10, 5623	Lot 67, 5706
Lot 14, 5647	Lot 71, 5710	Lot 11, 5627	Lot 68, 5702
Lot 18, 5663	Lot 79, 5648	Lot 15, 5651	Lot 69, 5698
Lot 19, 5667	Lot 80, 5644	Lot 16, 5655	Lot 70, 5694
Lot 20, 5671	Lot 81, 5640	Lot 17, 5659	Lot 72, 5686
Lot 23, 5683	Lot 82, 5636	Lot 21, 5675	Lot 73, 5682
Lot 26, 5695	Lot 83, 5632	Lot 22, 5679	Lot 74, 5678
Lot 27, 5701	Lot 85, 5624	Lot 24, 5687	Lot 75, 5674
Lot 28, 5705	Lot 86, 5620	Lot 25, 5691	Lot 76, 5668
Lot 29, 5709	Lot 87, 5616	Lot 32, 5721	Lot 77, 5658
Lot 30, 5713	Lot 88, 5612	Lot 36, 5777	Lot 78, 5652
Lot 31, 5717	Lot 89, 5608	Lot 37, 5781	Lot 84, 5628
Lot 33, 5725	Lot 90, 5604	Lot 40, 5793	Lot 93, 5592
Lot 34, 5729	Lot 91, 5600	Lot 44, 5802	Lot 94, 5588
Lot 35, 5773	Lot 92, 5596	Lot 46, 5794	Lot 96, 5580
Lot 38, 5785	Lot 95, 5584	Lot 47, 5790	Lot 97, 5576
Lot 39, 5789		Lot 48, 5786	Lot 98, 5572
Lot 41, 5797		Lot 49, 5782	Lot 99, 5568
Lot 42, 5801		Lot 50, 5778	Lot 100, 5564
Lot 43, 5805		Lot 51, 5774	Lot 101, 5560
Lot 45, 5798		Lot 53, 5766	Lot 102, 5556
		Lot 56, 5754	Lot 103, 5552
		Lot 59, 5742	Lot 104, 5548
		Lot 60, 5738	Lot 105, 5544

EXHIBIT D

DESIGNATION OF MEMBERSHIP

GLEN EAGLE GOLF AND COUNTRY CLUB, INC.

All of the following Lots/Units are designated as Golf (Class A) members of Glen Eagle Golf and Country Club.

MONTCLAIR PARK FAIRWAY ESTATE HOMES

Golf Membership (79)

Harwich Court and Kenridge Place: Lots 1 through 25, Block M, Embassy Woods Golf & Country Club at Bretonne Park, Phase One, as recorded in Plat Book 17, Pages 47 through 49, of the Official Records of Collier County, Florida.

The number shown after the Lot # is the street address on Harwich and Kenridge.

Lot 1, 6746	Lot 6, 6706	Lot 11, 6666	Lot 16, 1501	Lot 21, 6689
Lot 2, 6738	Lot 7, 6698	Lot 12, 6658	Lot 17, 1517	Lot 22, 6705
Lot 3, 6730	Lot 8, 6690	Lot 13, 6650	Lot 18, 1533	Lot 23, 6721
Lot 4, 6722	Lot 9, 6682	Lot 14, 6657	Lot 19, 1549	Lot 24, 6729
Lot 5, 6714	Lot 10, 6674	Lot 15, 6665	Lot 20, 1565	Lot 25, 6745

Chartwell Lane: Lots 1 through 8, Block N, Embassy Woods Golf & Country Club at Bretonne Park, Phase One, as recorded in Plat Book 17, Pages 47 through 49, of the Official Records of Collier County, Florida.

The number shown after the Lot # is the street address on Chartwell Lane.

Lot 1, 6850	Lot 3, 6858	Lot 5, 6866	Lot 7, 6859
Lot 2, 6854	Lot 4, 6862	Lot 6, 6863	Lot 8, 6855

Provincetown Drive: Lots 1 through 46, Montclair Park North, according to the Plat thereof as recorded in Plat Book 18, Pages 29 and 30, of the Official Records of Collier County, Florida.

The number shown after the Lot # is the street address on Provincetown Drive.

Lot 1, 688	Lot 10, 724	Lot 19, 760	Lot 28, 796	Lot 37, 747
Lot 2, 692	Lot 11, 728	Lot 20, 764	Lot 29, 797	Lot 38, 743
Lot 3, 696	Lot 12, 732	Lot 21, 768	Lot 30, 787	Lot 39, 737
Lot 4, 700	Lot 13, 736	Lot 22, 772	Lot 31, 777	Lot 40, 731
Lot 5, 704	Lot 14, 740	Lot 23, 776	Lot 32, 767	Lot 41, 727
Lot 6, 708	Lot 15, 744	Lot 24, 780	Lot 33, 763	Lot 42, 723
Lot 7, 712	Lot 16, 748	Lot 25, 784	Lot 34, 759	Lot 43, 719
Lot 8, 716	Lot 17, 752	Lot 26, 788	Lot 35, 755	Lot 44, 715
Lot 9, 720	Lot 18, 756	Lot 27, 792	Lot 36, 751	Lot 45, 691
				Lot 46, 687

EXHIBIT D

DESIGNATION OF MEMBERSHIP

GLEN EAGLE GOLF AND COUNTRY CLUB, INC.

All of the following Lots are designated as Golf (Class A) members of Glen Eagle Golf and Country Club.

MONTCLAIR PARK VILLAS

Golf Membership (83)

Montclair Park Villas, according to the Plat thereof as recorded in Plat Book 26, Page 99, Official Records of Collier County, Florida.

The number shown after the Lot # is the street address within the Montclair Park Villas.

Block A, Lot 1, 925	Block D, Lot 1, 852	Block P, Lot 1, 995
Block A, Lot 2, 919	Block D, Lot 2, 858	Block P, Lot 2, 987
Block A, Lot 3, 913	Block E, Lot 1, 828	Block Q, Lot 1, 981
Block A, Lot 4, 907	Block E, Lot 2, 834	Block Q, Lot 2, 975
Block B, Lot 1, 901	Block E, Lot 3, 840	Block Q, Lot 3, 965
Block B, Lot 2, 895	Block E, Lot 4, 846	Block Q, Lot 4, 955
Block C, Lot 1, 889	Block O, Lot 1, 1071	Block R, Lot 1, 945
Block C, Lot 2, 883	Block O, Lot 2, 1065	Block R, Lot 2, 935
Block C, Lot 3, 877	Block O, Lot 3, 1059	
Block C, Lot 4, 871	Block O, Lot 4, 1053	

Montclair Park Villas, according to the Plat thereof as recorded in Plat Book 18, Page 21, Official Records of Collier County, Florida.

Block F, Lot 1, 6632	Block I, Lot 1, 859	Block M, Lot 1, 986
Block F, Lot 2, 6626	Block I, Lot 2, 851	Block M, Lot 2, 992
Block F, Lot 3, 6620	Block I, Lot 3, 843	Block M, Lot 3, 998
Block F, Lot 4, 6614	Block J, Lot 1, 878	Block M, Lot 4, 1004
Block F, Lot 5, 6608	Block J, Lot 2, 884	Block M, Lot 5, 1010
Block F, Lot 6, 6602	Block J, Lot 3, 890	Block M, Lot 6, 1016
Block G, Lot 1, 800	Block J, Lot 4, 896	Block M, Lot 7, 1022
Block G, Lot 2, 806	Block J, Lot 5, 902	Block M, Lot 8, 1028
Block G, Lot 3, 812	Block J, Lot 6, 908	Block N, Lot 1, 1034
Block G, Lot 4, 818	Block K, Lot 1, 914	Block N, Lot 2, 1040
Block G, Lot 5, 824	Block K, Lot 2, 920	Block N, Lot 3, 1046
Block G, Lot 6, 830	Block K, Lot 3, 926	Block N, Lot 4, 1052
Block H, Lot 1, 836	Block K, Lot 4, 932	Block N, Lot 5, 1058
Block H, Lot 2, 842	Block K, Lot 5, 938	Block N, Lot 6, 1064
Block H, Lot 3, 848	Block K, Lot 6, 944	Block N, Lot 7, 1070
Block H, Lot 4, 854	Block L, Lot 1, 950	
Block H, Lot 5, 860	Block L, Lot 2, 956	
Block H, Lot 6, 866	Block L, Lot 3, 962	
Block H, Lot 7, 872	Block L, Lot 4, 968	
	Block L, Lot 5, 974	
	Block L, Lot 6, 980	

MASTER DECLARATION

EXHIBIT D

EXHIBIT D

DESIGNATION OF MEMBERSHIP

GLEN EAGLE GOLF AND COUNTRY CLUB, INC.

The following Lots/Units are designated as Golf (Class A) or Social (Class B) members of Glen Eagle Golf and Country Club.

OXFORD VILLAGE

Lots 1 through 11, inclusive, Block O, and Lots 1 through 25, inclusive, Block V, Glen Eagle Golf & Country Club, Phase Three, according to the Plat thereof as recorded in Plat Book 30, Pages 21 and 22, of the Official Records of Collier County, Florida.

The number shown after the Lot # is the street address within Oxford Village.

Golf Membership (27)

Lot 1, Block O, 397
Lot 2, Block O, 393
Lot 3, Block O, 389
Lot 4, Block O, 385
Lot 5, Block O, 381
Lot 6, Block O, 380
Lot 7, Block O, 384
Lot 8, Block O, 388
Lot 9, Block O, 392
Lot 10, Block O, 396
Lot 11, Block O, 400

Lot 1, Block V, 377
Lot 2, Block V, 373
Lot 3, Block V, 369
Lot 4, Block V, 365
Lot 5, Block V, 361
Lot 7, Block V, 353
Lot 9, Block V, 345
Lot 10, Block V, 341
Lot 11, Block V, 337
Lot 13, Block V, 329
Lot 14, Block V, 325
Lot 15, Block V, 321
Lot 20, Block V, 318
Lot 22, Block V, 334
Lot 24, Block V, 360
Lot 25, Block V, 366

Social Membership (9)

Lot 6, Block V, 357
Lot 8, Block V, 349
Lot 12, Block V, 333
Lot 16, Block V, 317
Lot 17, Block V, 313
Lot 18, Block V, 309
Lot 19, Block V, 305
Lot 21, Block V, 324
Lot 23, Block V, 354

EXHIBIT D

DESIGNATION OF MEMBERSHIP

GLEN EAGLE GOLF AND COUNTRY CLUB, INC.

The following Lots/Units are designated as Golf (Class A) or Social (Class B) members of Glen Eagle Golf and Country Club.

SARATOGA COLONY

Saratoga Colony, a Condominium, according to the Declaration of Condominium, recorded in O.R. Book 1774, at Page 57 of the Official Records of Collier County, Florida.

Golf Membership (118)

Social Membership (2)

A-101	C-101	E-101	G-101	I-101	D-104
A-102	C-102	E-102	G-102	I-102	H-101
A-103	C-103	E-103	G-103	I-103	
A-104	C-104	E-104	G-104	I-104	
A-105	C-105	E-105	G-105	I-105	
A-106	C-106	E-106	G-106	I-106	
A-201	C-201	E-201	G-201	I-201	
A-202	C-202	E-202	G-202	I-202	
A-203	C-203	E-203	G-203	I-203	
A-204	C-204	E-204	G-204	I-204	
A-205	C-205	E-205	G-205	I-205	
A-206	C-206	E-206	G-206	I-206	
B-101	D-101	F-101		J-101	
B-102	D-102	F-102	H-102	J-102	
B-103	D-103	F-103	H-103	J-103	
B-104		F-104	H-104	J-104	
B-105	D-105	F-105	H-105	J-105	
B-106	D-106	F-106	H-106	J-106	
B-201	D-201	F-201	H-201	J-201	
B-202	D-202	F-202	H-202	J-202	
B-203	D-203	F-203	H-203	J-203	
B-204	D-204	F-204	H-204	J-204	
B-205	D-205	F-205	H-205	J-205	
B-206	D-206	F-206	H-206	J-206	

EXHIBIT D

DESIGNATION OF MEMBERSHIP

GLEN EAGLE GOLF AND COUNTRY CLUB, INC.

The following Lots/Units are designated as Golf (Class A) or Social (Class B) members of Glen Eagle Golf and Country Club.

STERLING GREENS I

Sterling Greens I, a Condominium, according to the Declaration of Condominium, recorded in O.R. Book 3571, at Page 877 of the Official Records of Collier County, Florida.

Golf Membership (18)

Building #1 (6816):

- # 103
- # 104
- # 106
- # 202
- # 203
- # 302
- # 305
- # 306
- # 401
- # 404

Building #2 (6820):

- # 101
- # 203
- # 204
- # 205
- # 303
- # 305
- # 401
- # 404

Social Membership (29)

Building #1 (6816):

- # 101
- # 102
- # 105
- # 201
- # 204
- # 205
- # 206
- # 301
- # 303
- # 304
- # 403
- # 405
- # 406

Building #2 (6820):

- # 102
- # 103
- # 104
- # 105
- # 106
- # 201
- # 202
- # 206
- # 301
- # 302
- # 304
- # 306
- # 402
- # 403
- # 405
- # 406

EXHIBIT D

MASTER DECLARATION

EXHIBIT D

DESIGNATION OF MEMBERSHIP

GLEN EAGLE GOLF AND COUNTRY CLUB, INC.

The following Lots/Units are designated as Golf (Class A) or Social (Class B) members of Glen Eagle Golf and Country Club.

STERLING GREENS II

Sterling Greens II, a Condominium, according to the Declaration of Condominium, recorded in O.R. Book 3321, at Page 3162 of the Official Records of Collier County, Florida.

Golf Membership (23)

Building #3 (6824):

102
103
104
105
106
205
302
303
305
306
401
402
405

Social Membership (25)

Building #3 (6824):

101
201
202
203
204
206
301
304
403
404
406

Building #4 (6828):

201
203
206
301
303
304
306
401
403
406

Building #4 (6828):

101
102
103
104
105
106
202
204
205
302
305
402
404
405

DESIGNATION OF MEMBERSHIP

GLEN EAGLE GOLF AND COUNTRY CLUB, INC.

The following Lots/Units are designated as Golf (Class A) or Social (Class B) members of Glen Eagle Golf and Country Club.

STERLING LAKES I

Sterling Lakes I, a Condominium, according to the Declaration of Condominium, recorded in O.R. Book 3157, at Page 3082 of the Official Records of Collier County, Florida.

<u>Golf Membership (26)</u>		<u>Social Membership (38)</u>	
Bldg 5 (6805)	Bldg 19 (6893)	Bldg 5 (6805)	Bldg 16 (6879)
# 101	# 201	# 102	# 101
# 201	Bldg 20 (6897)	# 202	# 102
Bldg 6 (6809)	# 101	Bldg 6 (6809)	# 201
# 101	# 202	# 102	# 202
Bldg 8 (6817)		# 201	Bldg 18 (6889)
# 101		# 202	# 101
Bldg 9 (6821)		Bldg 7 (6813)	# 201
# 201		# 101	# 202
Bldg 10 (6825)		# 102	Bldg 19 (6893)
# 101		# 201	# 101
# 102		# 202	# 102
# 201		Bldg 8 (6817)	# 202
# 202		# 102	Bldg 20 (6897)
Bldg 11 (6829)		# 201	# 102
# 201		# 202	# 201
# 202		Bldg 9 (6821)	
Bldg 12 (6833)		# 101	
# 102		# 102	
Bldg 13 (6837)		# 202	
# 101		Bldg 11 (6829)	
# 102		# 101	
# 201		# 102	
Bldg 14 (6841)		Bldg 12 (6833)	
# 102		# 101	
# 202		# 201	
Bldg 15 (6845)		# 202	
# 201		Bldg 13 (6837)	
Bldg 17 (6885)		# 202	
# 101		Bldg 14 (6841)	
# 102		# 101	
# 201		# 201	
# 202		Bldg 15 (6845)	
Bldg 18 (6889)		# 101	
# 102		# 102	
		# 202	

DESIGNATION OF MEMBERSHIP

GLEN EAGLE GOLF AND COUNTRY CLUB, INC.

The following Lots/Units are designated as Golf (Class A) or Social (Class B) members of Glen Eagle Golf and Country Club.

STERLING LAKES II

Sterling Lakes II, a Condominium, according to the Declaration of Condominium, recorded in O.R. Book 2876, at Page 2131 of the Official Records of Collier County, Florida.

Golf Membership (34)

Bldg 21 (6898)	Bldg 34 (6854)
# 101	# 101
# 102	# 202
# 201	Bldg 35 (6850)
# 202	# 101
Bldg 22 (6894)	# 102
# 101	Bldg 36 (6846)
# 102	# 101
# 201	# 102
Bldg 23 (6890)	# 202
# 202	Bldg 37 (6842)
Bldg 24 (6886)	# 101
# 102	# 202
Bldg 26 (6878)	
# 102	
# 201	
Bldg 27 (6859)	
# 101	
#102	
# 202	
Bldg 28 (6863)	
# 102	
# 202	
Bldg 29 (6867)	
# 102	
Bldg 30 (6871)	
# 102	
# 201	
# 202	
Bldg 31 (6866)	
# 102	
# 202	
Bldg 33 (6858)	
# 101	
# 102	
# 201	

Social Membership (34)

Bldg 22 (6894)	Bldg 32 (6862)
# 202	# 101
	# 102
Bldg 23 (6890)	# 201
# 101	# 202
# 102	Bldg 33 (6858)
# 201	# 202
Bldg 24 (6886)	
# 101	Bldg 34 (6854)
# 201	# 102
# 202	# 201
Bldg 25 (6882)	Bldg 35 (6850)
# 101	# 201
# 102	# 202
# 201	Bldg 36 (6846)
# 202	# 201
Bldg 26 (6878)	Bldg 37 (6842)
# 101	# 102
# 202	# 201
Bldg 27 (6859)	
# 201	
Bldg 28 (6863)	
# 101	
# 201	
Bldg 29 (6867)	
# 101	
# 201	
# 202	
Bldg 30 (6871)	
# 101	
# 101	
# 201	
# 202	
Bldg 31 (6866)	
# 101	
# 101	
# 201	