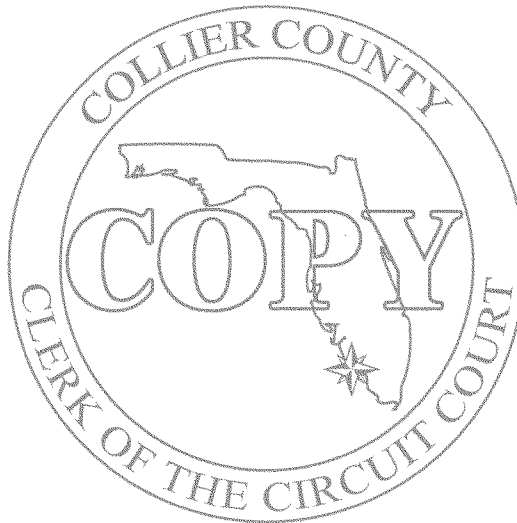


**DECLARATION OF COVENANTS,  
RESTRICTIONS AND EASEMENTS**

**FOR**

**MAPLE RIDGE AT AVE MARIA**



This Instrument Was Prepared By  
and Upon Recording Return To:

Cheryl L. Hastings, Esq.  
GRANT FRIDKIN PEARSON, P.A.  
5551 Ridgewood Drive  
Suite 501  
Naples, Florida 34108

**DECLARATION OF COVENANTS,  
RESTRICTIONS AND EASEMENTS FOR  
MAPLE RIDGE AT AVE MARIA**

THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR MAPLE RIDGE AT AVE MARIA (the "Declaration") is made this 19<sup>th</sup> day of JULY, 2013, by CC AVE MARIA, LLC, a Florida limited liability company, which declares hereby that the Property (as hereinafter defined) is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

**ARTICLE 1.**

**DEFINITIONS AND INTERPRETATION**

1.1 Definitions. The following words when used in this Declaration shall have the following meanings (capitalized terms not defined herein shall have the meaning set forth in the Act (as hereinafter defined) or the Master Association Documents (as hereinafter defined)):

(a) "Architectural Review Committee" or "ARC" means the Architectural Review Committee as established and empowered in Section 7 of this Declaration.

(b) "Act" shall mean and refer to Chapter 720, Florida Statutes, as it is in effect as of the date this Declaration is recorded in the Public Records of Collier County, Florida; provided, however, it is the intention that future amendments to the Act not be retroactively applied to impair substantive rights of Developer or the Neighborhood Association.

(c) "Articles" means the Articles of Incorporation of the Neighborhood Association, as amended, modified and/or supplemented from time to time.

(d) "Assessments" means all or any of the General Assessments, Special Assessments, Capital Improvement Assessments and other assessments or charges provided for herein.

(e) "Ave Maria" means that certain planned unit development in which the Property is located, as more particularly described in the Master Association Declaration.

(f) "Board of Directors" means the Board of Directors of the Neighborhood Association.

(g) "Bylaws" mean the Bylaws of the Neighborhood Association, as amended, modified and/or supplemented from time to time.

(h) "Capital Improvement Assessments" is described in Section 6.5.

(i) "County" means Collier County, Florida, a political subdivision of the State of Florida.

(j) "Developer" means CC Ave Maria, LLC, a Florida limited liability company, and its successors and such of its assigns as to which the rights of Developer hereunder are specifically assigned. Developer may assign all or a portion of its rights hereunder. In the event of a partial assignment, the assignee shall not be deemed the Developer, but may exercise the rights specifically assigned to it. Any such assignment may be made on a nonexclusive basis.

(k) "District" shall mean and refer to the Ave Maria Stewardship Community District as a special and single purpose independent local government created, chartered and established pursuant to general law through Chapter 2004-461, Laws of Florida, a Special Act by the Florida Legislature.

(l) "District Documents" means the formation and governing documents of the District and any other documents relating to the operation of the District, all as amended from time to time.

(m) "General Assessment(s)" is described in Section 6.3.

(n) "Herein" and "hereof" mean the whole of this Declaration, rather than just the sentence, paragraph or section in which used.

(o) "Include," "includes," and "including" mean including as an example, without limiting the generality of the matter(s) to be included.

(p) "Institutional First Mortgagee" means any Person owning a mortgage encumbering a Residential Unit, which, in the ordinary course of business, makes, purchases, guarantees, or insures mortgage loans. An Institutional First Mortgagee may include, but is not limited to, banks, savings and loan associations, insurance companies, union pension funds authorized to lend money by the State of Florida, an agency of the United States or any other governmental authority, a mortgage investment trust or a real estate investment trust. In addition, in the event that the Developer is the mortgagee under a purchase money mortgage arising upon the sale of a Residential Unit, the Developer shall be deemed to be an Institutional First Mortgagee hereunder.

(q) "Listed Parties" is defined in Section 15.9.

(r) "Master Association" means Ave Maria Master Association, Inc., a Florida not-for-profit corporation, responsible for the operation of Ave Maria.

(s) "Master Association Declaration" means that certain Declaration of Covenants, Conditions and Restrictions for Ave Maria recorded in Official Records Book 4040, Pages 1711, et seq., of the Public Records of the County, including any exhibits, supplements and amendments thereto, all as amended and supplemented from time to time.

(t) "Master Association Documents" means the Master Association Declaration, the Master Association's Articles of Incorporation and Bylaws, the Master Association's Rules and Regulations and any other documents or instruments by which Ave Maria is governed, all as amended or supplemented from time to time.

(u) "Member" means all those Owners who are Members of the Neighborhood Association as provided in Article 3 hereof.

(v) "Member's Permittee" means any individual Owner and his or her family or, as applicable, the following person(s) and such person's family (to the extent that such person and such person's family reside together in the Residential Unit): (i) an officer, director, stockholder or employee of a corporate Owner, (ii) a partner of a partnership Owner, (iii) a beneficiary of an ownership in trust, or (iv) occupants named or described in a lease or sublease, but only if approved in accordance with this Declaration.

(w) "Neighborhood Association" means the Maple Ridge at Ave Maria Homeowners Association, Inc., a Florida not-for-profit corporation.

(x) "Neighborhood Common Area(s)" means the portions of the Property, whether improved or unimproved, which are (i) owned by the Neighborhood Association, (ii) dedicated to the Neighborhood Association on the Plat or any other recorded document, and/or (iii) designated as Common Area in this Declaration or any future recorded amendment, modification or supplement thereof, including, without limitation, the roads, entry feature, parks, pedestrian walkways, lakes, recreational facilities and street lights, if any, located on the

## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MAPLE RIDGE AT AVE MARIA

Property; but excluding any public utility installations and any other property of Developer not intended to be made Common Area.

(y) “Neighborhood Association Documents” means this Declaration, the Articles, the Bylaws, the Rules and Regulations, and any other documents or instruments administered by the Neighborhood Association, all as amended or supplemented from time to time.

(z) “Owner” means the record owner, whether one or more Persons, of the fee simple title to any Residential Unit situated upon the Property, including the Developer.

(aa) “Person” means any individual, corporation, governmental agency, business trust, estate, trust, partnership, association or any other entity.

(bb) “Plat” means the Hampton Village Phase 1 Replat recorded in Plat Book 53, Page 82-83, et seq.; the plat of Ave Maria, Phase One recorded in Plat Book 46, Page 16, et. seq.; the plat of Ave Maria Phase Two recorded in Plat Book 48, Page 29; et.seq.; the plat of Ave Maria Unit 4, Hampton Village Phase 1 recorded in Plat Book 47, Page 45, et seq.; all of the Public Records of the County.

(cc) “Property” means the property held, transferred, sold, conveyed and occupied subject to this Declaration, which property is located in the County, and more particularly described on Exhibit A hereto, and any additions thereto, as are now or hereafter made subject to this Declaration, less those portions of such property which are declared to be withdrawn from the provisions hereof in accordance with the procedures hereinafter set forth. The Property is currently anticipated to consist of one hundred sixty (160) Residential Units.

(dd) “Residential Unit(s)” means the single family residential unit(s) included within the Property which is intended to be conveyed by Developer to an Owner.

(ee) “Rules and Regulations” means the rules and regulations of the Neighborhood Association, as amended, modified or supplemented.

(ff) “Site Plan” means the approved site plan for the Property.

(gg) “Special Assessment(s)” is described in Section 6.4.

(hh) “Town” means the Town of Ave Maria.

(ii) “Turnover Date” is defined in Section 3.3.

1.2 Interpretation. Notwithstanding any rule of law to the contrary, the provisions of the Neighborhood Association Documents shall be liberally construed so as to effectuate the purposes herein expressed with respect to the efficient operation of the Neighborhood Association and the Property, the preservation of the values of the Residential Units and the protection of Developer's rights, benefits and privileges herein contemplated.

## **ARTICLE 2.**

### **DESCRIPTION OF THE PROPERTY**

2.1 Legal Description. The Property is legally described on Exhibit A hereto.

## **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MAPLE RIDGE AT AVE MARIA**

2.2 Additions. Developer reserves the right to amend this Declaration at any time, without prior notice and without the consent of any Person, for the purpose of adding to the Property any property owned by Developer or its affiliates or any easement or interest therein, and the Neighborhood Association shall be required to accept such conveyance.

2.3 Withdrawals. Developer reserves the right to amend this Declaration at any time, without prior notice and without the consent of any Person, for the purpose of removing certain portions of the Property then owned by Developer or its affiliates or the Neighborhood Association from the provisions of this Declaration to the extent included originally in error or as a result of any changes whatsoever in the plans for the Property desired to be effected by Developer; provided, however, that such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Property. Any withdrawal of land not owned by Developer shall require the written consent or joinder of the then-owner(s) of and any Institutional First Mortgagee(s) holding mortgages on any such land.

### ARTICLE 3.

#### **MEMBERSHIP AND VOTING RIGHTS IN THE NEIGHBORHOOD ASSOCIATION**

3.1 Function and Duties. The Neighborhood Association shall be responsible for the maintenance, management and operation of the Neighborhood Common Area, excluding those portions of the Neighborhood Common Area, if any, conveyed to the District. The Articles were filed in the Office of the Secretary of State of Florida, incorporating the Neighborhood Association as a corporation not for profit pursuant to Chapter 617, Florida Statutes. Copies of the Articles and Bylaws are attached to this Declaration as Exhibits "B" and "C", respectively.

3.2 Membership. Every Person who is a record Owner of a fee interest in a Residential Unit shall be a Member of the Neighborhood Association. Notwithstanding anything else to the contrary set forth in this Article, any such Person who holds such interest merely as security for the performance of an obligation shall not be a Member of the Neighborhood Association.

3.3 Voting Rights. The Neighborhood Association shall have two (2) classes of voting membership:

Class A. Class A Members shall be all those Owners as defined in Section 3.2 with the exception of the Developer (as long as the Class B membership shall exist, and thereafter, the Developer shall be a Class A Member to the extent it would otherwise qualify). Class A Members will be entitled to one vote for each Residential Unit in which they hold the interests required for membership by Section 3.2.

Class B. The Class B Member shall be the Developer. The Class B Member shall be entitled to one (1) vote, plus two (2) votes for each vote entitled to be cast in the aggregate at any time and from time to time on behalf of the Class A Members. The Class B membership shall cease and terminate (as applicable, the "Turnover Date"): (a) the earlier of (i) ninety (90) days after ninety percent (90%) of the Residential Units have been sold and conveyed by the Developer or (ii) such date as necessary to comply with any applicable governmental financing requirements; or (b) sooner at the election of Developer (whereupon the Class A Members shall be obligated to elect the Board of Directors and assume control of the Neighborhood Association).

3.4 Powers of the Neighborhood Association. The Neighborhood Association shall have all of the powers provided by Chapter 617, Florida Statutes, and other applicable law as well as all powers indicated or incidental to those contained in the Neighborhood Association Documents. In addition, the Neighborhood Association shall have the power to enforce this Declaration and shall have all of the powers granted to it by this Declaration. The Neighborhood Association shall have the power from time to time to enter into agreements with a manager or management company, and to the extent permitted by law, to delegate maintenance,

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MAPLE RIDGE AT AVE  
MARIA

management, and operational duties and obligations to such manager or management company. Any such manager or management company may be an affiliate of Developer.

#### ARTICLE 4.

##### USE OF THE NEIGHBORHOOD COMMON AREA

4.1 Member's Right to Use the Neighborhood Common Area. Subject to the terms and provisions of the Master Association Documents, the Neighborhood Association Documents, the Plat, the Site Plan and any easement, restriction, reservation or limitation of record, the Members and, to the extent permitted in the Rules and Regulations, Member's Permittee(s) shall have the non-exclusive right to use, in common with one another, the Neighborhood Common Area for all proper and reasonable purposes and in such a manner so as to not hinder or encroach upon the lawful rights of others to use same, subject to the following:

(a) The right and duty of the Neighborhood Association to levy Assessments against each Residential Unit for the purpose of maintaining the Neighborhood Common Area;

(b) Subject to the provisions of applicable law, the right of the Neighborhood Association to suspend a Member's (and such Member's Permittee(s)) right to use the Neighborhood Common Area, as applicable, for (i) any period during which any Assessment against the Residential Unit owned thereby remains unpaid for more than thirty (30) days and (ii) a period not to exceed sixty (60) days for any infraction of the Neighborhood Association Documents;

(c) The right of the Neighborhood Association to adopt at any time and from time to time and enforce the Rules and Regulations governing the use of the Neighborhood Common Area together with the right to fine Members as hereinafter provided. Any Rule and/or Regulation so adopted by the Neighborhood Association shall apply until rescinded or modified as if originally set forth at length in this Declaration;

(d) Subject to the provisions of applicable law, the right of the Neighborhood Association, acting by and through the Board of Directors, to grant easements, licenses and other rights of use of the Neighborhood Common Area to Persons who are not Members for such consideration, if any, and on such terms and conditions, as the Board of Directors may from time to time consider appropriate; and

(e) The right of the Neighborhood Association to enter upon, and/or temporarily close access to, the Neighborhood Common Area as reasonably necessary for the Neighborhood Association to perform maintenance, repairs or replacement as required by this Declaration.

WITH RESPECT TO THE USE OF THE NEIGHBORHOOD COMMON AREA AND THE PROPERTY GENERALLY, ALL PERSONS ARE REFERRED TO SECTIONS 15.10 AND 15.11 AND ARTICLE 20 HEREOF, WHICH SHALL AT ALL TIMES APPLY THERETO.

4.2 Developer's Right to Use the Neighborhood Common Area. The Developer and the Developer's agents, employees, tenants, guests and invitees shall also have the right to use the Neighborhood Common Area and such other portions of the Property (other than improved portions of Residential Units not owned by Developer) for the purpose of the installation, construction, reconstruction, repair, replacement, operation, expansion and/or alteration of any Neighborhood Common Area or any improvements or facilities located on or serving Residential Units owned by Developer. Developer and its affiliates or designees may also elect to use, without charge, the Property (other than improved portions of Residential Units not owned by Developer) for sales, displays and signs or for any other purpose during the period of construction and sale of any portion thereof or of other portions of adjacent or nearby communities. Without limiting the generality of the foregoing, Developer and its affiliates shall have the specific right to maintain upon any portion of the Property (other than

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MAPLE RIDGE AT AVE  
MARIA

improved portions of Residential Units not owned by Developer) sales, administrative, construction or other offices and appropriate exclusive and non-exclusive easements of access and use are expressly reserved unto Developer and its affiliates, and its and their successors, assigns, employees and contractors, for this purpose. Any obligation (which shall not be deemed to be created hereby) to complete portions of the Neighborhood Common Area shall, at all times, be subject and subordinate to these rights and easements and to the above referenced activities. Accordingly, Developer shall not be liable for delays in such completion to the extent resulting from the need to complete any of the above referenced activities prior to such completion.

## ARTICLE 5.

### **EASEMENTS**

5.1 Service and Utility Easements. The Developer has granted, or may hereafter grant, to the appropriate governmental or quasi-governmental authorities, the District, the Master Association water and sewer companies, electric utility companies, telephone companies, cable companies, ambulance or emergency companies, mail carriers and/or their respective successors and assigns easements over, upon and under the Neighborhood Common Area and the unimproved portions of the Residential Units for the installation, operation, maintenance, repair, replacement, alteration and expansion of services and utilities, including, without limitation, any drainage, utility and/or other easements reflected on or in the Plat, Site Plan, District Documents and/or Master Association Documents for the construction, installation, maintenance, repair, expansion and replacement of water lines, utility facilities, sanitary sewers, storm drains, electric and telephone lines, cables and conduits and other similar purposes. No Member and/or Owner (other than Developer) may install any buildings, structures, improvements, trees, walls or fences within these easements and each Member and/or Owner covenants to do nothing with or on his or her Residential Unit which interferes with or impairs the governmental or quasi-governmental authority, service provider or utility company using these easements.

5.2 Public Easements. Fire, police, health and sanitation, park maintenance and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Neighborhood Common Area in the performance of their respective duties.

5.3 Encroachments Easement. There shall exist an exclusive easement for any unintentional and non-negligent encroachment (together with the maintenance, repair and replacement thereof): (i) of any portion of the Neighborhood Common Area upon any Residential Unit; (ii) of any Residential Unit upon the Neighborhood Common Area; (iii) any roof overhangs of any Residential Unit or similar encroachments upon any portion of any other Residential Unit; and/or (iv) that hereafter occurs as a result of (A) settling or shifting of any improvements, (B) any addition, alteration or repair to the Neighborhood Common Area made by or with the consent of the Neighborhood Association, and (C) any repair or restoration of any improvements (or any portion thereof) or of any Residential Units after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any such improvement, Residential Units and/or Neighborhood Common Area.

5.4 Developer Reservation. Developer (so long as it owns any Residential Unit(s)) and the Neighborhood Association, on its behalf and on behalf of all Members and/or Owners, each shall have the right to: (i) grant and declare additional easements over, upon, under and/or across the Neighborhood Common Area in favor of the Members and/or Owners and their guests and invitees, the District, the Master Association or in favor of any other Person, public or quasi-public authority or utility company or (ii) modify, relocate, abandon or terminate existing easements within or outside of the Property in favor of the Neighborhood Association or the Members and/or Owners and their guests and invitees or in favor of the District, the Master Association or any Person, public or quasi-public authority, or utility company, as the Developer or the Neighborhood Association may deem desirable for the proper operation and maintenance of the Property, or any portion thereof, or for the health, safety or welfare of the Members and/or Owners, or for any other reason or purpose. So long as such

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MAPLE RIDGE AT AVE  
MARIA

additional easements, or the modification, relocation or abandonment of existing easements will not unreasonably and adversely interfere with the use of Residential Unit(s) for residential purposes, no joinder of any Members and/or Owner or any mortgagee of any Residential Unit shall be required or, if same would unreasonably and adversely interfere with the use of any Residential Unit for residential purposes, only the joinder of the Owners and Institutional First Mortgagees of the Residential Unit(s) so affected shall be required. To the extent required, all Owners hereby irrevocably appoint Developer and/or the Neighborhood Association as their attorney-in-fact for the foregoing purposes. Without limiting the foregoing, Developer shall have an easement to construct walls, fences, signage and entrance features on any Neighborhood Common Area or unimproved portions of Residential Unit(s) contiguous to the boundaries of or entrances to the Property.

5.5 Additional Easements. The Property may also be subject to easements set forth in the Plat and Master Association Documents.

## ARTICLE 6.

### ASSESSMENTS

6.1 Creation of the Lien and Personal Obligation for Assessments. Except as provided elsewhere herein, Developer, for all Residential Units now or hereafter located within the Property, hereby covenants and agrees, and each Owner of any Residential Unit by acceptance of a deed therefor or other conveyance thereof, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree, to pay assessments to the Master Association and to pay the Neighborhood Association General Assessments for the operation of the Neighborhood Association, for the maintenance, management, operation and insurance of the Neighborhood Common Area, including such reasonable reserves as the Neighborhood Association may deem necessary, Special Assessments as provided in Section 6.4 hereof, Capital Improvement Assessments as provided in Section 6.5 hereof and all other charges and assessments hereinafter referred to or lawfully imposed by or on the Neighborhood Association, all such Assessments to be fixed, established and collected from time to time as herein provided. It is intended that any and all real estate taxes and assessments assessed against the Neighborhood Common Area shall be proportionally assessed against and payable as part of the taxes of the Residential Units within the Property. However, in the event that, notwithstanding the foregoing, any such taxes are assessed directly against the Neighborhood Common Area, the Neighborhood Association shall be responsible for the payment (subject to protest or appeal before or after payment) of same, including taxes on any improvements and any personal property located thereon, and the Neighborhood Association will assess the Owners of the Residential Units for the cost thereof. The Assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge, and shall be a continuing lien, upon the Residential Units against which each such Assessment is made. Each such Assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the Owner of such Residential Unit at the time when the Assessment fell due and all subsequent Owners until paid, except as provided in Section 6.8 below. Reference herein to Assessments shall be understood to include reference to any and all of said charges whether or not specifically mentioned. No Member/Owner may waive or otherwise escape liability for Assessments by non-use (whether voluntary or involuntary) of the Neighborhood Common Area or abandonment of the right to use the Neighborhood Common Area.

6.2 Rates of Assessments. The Board of Directors shall budget and adopt assessments for the Neighborhood Association's common expenses. However, Assessments against each Owner and his or her Residential Unit shall be equal to the percentage calculated by dividing 100 by the total number of Residential Units included within the Property. For example, if the total number of Residential Units is equal to 160, each Owner's share of the common expenses of the Neighborhood Association will be .625%.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MAPLE RIDGE AT AVE  
MARIA



6.3 General Assessments. The General Assessments levied by the Neighborhood Association shall be used for the purposes expressed in Section 6.1 above and for such other purposes as the Neighborhood Association shall have within its powers and from time to time elect to undertake.

6.4 Special Assessments. In addition to the General Assessments which are or may be levied hereunder, the Neighborhood Association (through the Board of Directors) shall have the right to levy Special Assessments against an Owner(s) to the exclusion of other Owners (i) for the repair or replacement of damage to any portion of the Neighborhood Common Area (including, without limitation, improvements and landscaping thereon) caused by the misuse, negligence or other action or inaction of an Owner or his or her Member's Permittee(s), (ii) for the costs of work performed by the Neighborhood Association in accordance with Article 8 of this Declaration (together with any surcharges collectible thereunder), (iii) against all Owners to cover actual deficits or anticipated deficits in operating and maintenance accounts resulting from inadequate General Assessments, or (iv) against particular Owners and Residential Units for costs and expenses (including, without limitation, interest, late charges and reasonable attorneys' fees) incurred against particular Residential Units and/or Owners to the exclusion of others. Any such Special Assessment shall be subject to all of the applicable provisions of this Article including, without limitation, lien filing and foreclosure procedures and late charges and interest. Any Special Assessment levied hereunder shall be due within the time specified by the Board of Directors in the action imposing such assessment.

6.5 Capital Improvement Assessments. In addition to the General Assessments and Special Assessments, the Neighborhood Association (through the Board of Directors) shall have the right to levy Capital Improvement Assessments to generate funds which, in the aggregate, exceed the lesser of \$50,000.00 or ten percent (10%) of the total amount of the current operating budget of the Neighborhood Association in any one fiscal year which are necessary for the addition of capital improvements (as distinguished from repairs and maintenance, including repairs and replacement per Article 8 hereof) relating to the Neighborhood Common Area and which have not previously been collected as reserves or are not otherwise available to the Neighborhood Association (other than by borrowing). Capital Improvement Assessments may only be levied upon approval of a majority of the Board of Directors and upon approval by the Class B Member (prior to the Turnover Date) and at least two-thirds (2/3) of the Class A Members. The costs of any of the aforesaid work which are less than the above-specified threshold amount shall be collected as General Assessments or Special Assessments upon approval of a majority of the Board of Directors.

6.6 Date of Commencement of General Assessments; Due Dates. The General Assessments provided for in this Article shall commence on the first day of the month next following the recordation of this Declaration and shall be applicable through December 31 of such year. Each subsequent General Assessment shall be imposed for the year beginning January 1 and ending December 31. The General Assessments shall be payable in advance in monthly installments, or in annual, semi- or quarter-annual installments if so determined by the Board of Directors (absent which determination they shall be payable monthly). The assessment amount (and applicable installments) may be changed at any time by said Board of Directors from that originally stipulated or from any other Assessment that is in the future adopted. The General Assessment for any year shall be levied for the calendar year (to be reconsidered and amended, if necessary, at any appropriate time during the year), but the amount of any revised General Assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months (or other appropriate installments) remaining in such calendar year. The due date of any Special Assessment or Capital Improvement Assessment shall be fixed in the resolution authorizing such Assessment.

6.7 Duties of the Board of Directors. The Board of Directors shall fix the date of commencement and the amount of the Assessment against the Residential Units for each assessment period, to the extent practicable, at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the Residential Units and Assessments applicable thereto which shall be kept in the office of the Neighborhood Association and shall be open to inspection by any Owner. Written notice of the Assessment shall thereupon be

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MAPLE RIDGE AT AVE  
MARIA

sent to every Owner subject thereto twenty (20) days prior to payment of the first installment thereof, except as to Special Assessments. In the event no such notice of the Assessments for a new assessment period is given, the amount payable shall continue to be the same as the amount payable for the previous period, until changed in the manner provided for herein. The Neighborhood Association, through the action of its Board of Directors, shall have the power, but not the obligation, to enter into an agreement or agreements from time to time with one or more persons, firms or corporations (including affiliates of Developer) for management services, including the administration of budgets and assessments as herein provided. The Neighborhood Association shall have all other powers provided in its Neighborhood Association Documents.

6.8 Effect of Non-Payment of Assessment; the Personal Obligation; the Lien; Remedies of the Neighborhood Association. If the Assessments (or installments) provided for herein are not paid on the date(s) when due (being the date(s) specified herein or pursuant hereto), then such Assessments (or installments) subject to the terms hereof, shall become delinquent and shall, together with late charges, interest and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Residential Unit which shall bind such property in the hands of the then Owner, his or her heirs, personal representatives, successors and assigns. Except as provided in Section 6.9 to the contrary, the personal obligation of an Owner to pay such Assessment shall pass to his or her successors in title and recourse may be had against either or both. If any installment of an Assessment is not paid within fifteen (15) days after the due date, at the option of the Neighborhood Association, a late charge will be charged in an amount equal to the greater of \$25 or five percent (5%) of the amount of each installment that is paid passed the due date, or the next twelve (12) months' worth of installments may be accelerated and become immediately due and payable in full and all such sums shall bear interest from the dates when due until paid at the highest lawful rate (or, if there is no highest lawful rate, eighteen percent (18%) per annum). Any payment received by the Neighborhood Association shall be applied first to any interest accrued, then to any late charge, then to any costs of collection, including, without limitation, reasonable attorneys' fees, and then to any delinquent Assessment. If such Assessments remain delinquent, the Neighborhood Association may bring an action at law against the Owner(s) personally obligated to pay the same, may record a claim of lien (as evidence of its lien rights as hereinabove provided for) against the Residential Unit(s) on which the Assessments and late charges are unpaid (provided that the Neighborhood Association has made a written demand on the Owner of such Residential Unit and provided such Owner with forty-five (45) days following the date such demand is deposited in the U.S. mail within which to make payment for such delinquent amounts), may foreclose the lien against the Residential Unit(s) on which the Assessments and late charges are unpaid or may pursue one or more of such remedies at the same time or successively. In the event a judgment is obtained, such judgment shall include any interest, late charges, costs and reasonable attorneys' fees through all applicable appellate levels incurred in a lien foreclosure or in an action to recover a money judgment for the unpaid Assessments. In the case of an acceleration of the next twelve (12) months' of installments, each installment so accelerated shall be deemed, initially, equal to the amount of the then most current delinquent installment, provided that if any such installment so accelerated would have been greater in amount by reason of a subsequent increase in the applicable budget, the Owner of the Residential Unit(s) whose installments were so accelerated shall continue to be liable for the balance due by reason of such increase and Special Assessments against such Residential Unit(s) shall be levied by the Neighborhood Association for such purpose. In addition to the rights of collection of Assessments stated in this section, any and all Persons acquiring title to or an interest in a Residential Unit as to which the Assessment is delinquent, including, without limitation, Persons acquiring title by operation of law and by judicial sales, shall not be entitled to the occupancy of such Residential Unit or the enjoyment of the Neighborhood Common Area until such time as all unpaid and delinquent Assessments due and owing from the selling Owner have been fully paid; provided, however, that the provisions of this sentence shall not be applicable to the Institutional First Mortgagees and purchasers contemplated by Section 6.9 below. All Assessments, late charges, interest, penalties, fines, attorneys' fees and other sums provided for herein shall accrue to the benefit of the Neighborhood Association. Moreover, the Neighborhood Association may suspend the voting rights of any Member for the nonpayment of regular annual assessments that are delinquent in excess of ninety (90) days.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MAPLE RIDGE AT AVE  
MARIA

**6.9 Subordination of the Lien; Effect of Foreclosure or Judicial Sale.** The lien of the Assessments provided for in this Article shall be subordinate to real property tax liens and the lien of any mortgage held by an Institutional First Mortgagee; provided, however, that any such mortgagee when in possession or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any such lender acquiring a deed in lieu of foreclosure, and all Persons claiming by, through or under such purchaser or lender, shall hold title subject to the liability and lien of any Assessment coming due after such foreclosure (or conveyance in lieu of foreclosure). The liability of an Institutional First Mortgagee or its successor or assignee who acquires title to a Residential Unit by foreclosure or deed in lieu thereof, shall be limited to the lesser of (a) the unpaid common expenses and regular periodic assessments which accrued or came due with respect to such Residential Unit during the twelve (12) months immediately preceding acquisition of such title for which payment in full has not been received by the Neighborhood Association, or (b) one percent (1%) of the original mortgage debt secured by such Residential Unit; provided that, except as provided by applicable law, the Neighborhood Association was joined as a defendant in the foreclosure action. Any unpaid Assessment which cannot be collected as a lien against any Residential Unit(s) by reason of the provisions of this section shall be deemed to be an Assessment divided equally among, payable by and a lien against all Residential Unit(s) subject to assessment by the Neighborhood Association, including the Residential Unit(s) as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

**6.10 Developer's Assessments.** Notwithstanding anything herein to the contrary, Developer shall not be obligated to pay any Assessments attributable to the Residential Units owned by the Developer during any period that (i) Developer guarantees that the Assessments imposed on each Owner other than the Developer will not increase over the amount set forth herein and (ii) Developer funds any resulting deficit in the Neighborhood Association's operating expenses not produced by Assessments receivable from Owners other than Developer and any other income (including, without limitation, interest, late charges, fines and incidental income) receivable by the Neighborhood Association. The amount of Assessments imposed on each Owner other than the Developer: (i) during the first guarantee period commencing on the date of recording of this Declaration and ending on the earlier of (a) the day before the one (1) year anniversary of such date or (2) the Turnover Date, will not exceed \$90 per month, (ii) during the second guarantee period commencing on the expiration of the prior guarantee period and ending on the earlier of (a) the day before the one (1) year anniversary of such date or (2) the Turnover Date, will not exceed \$100 per month and (iii) during the third guarantee period commencing on the expiration of the prior guarantee period and ending on the earlier of (a) the day before the one (1) year anniversary of such date or (2) the Turnover Date, will not exceed \$110 per month. When all Residential Units within the Property are sold and conveyed to purchasers, neither Developer nor its affiliates shall have further liability of any kind to the Neighborhood Association for the payment of Assessments, deficits or contributions.

**6.11 Neighborhood Association Funds.** The portion of all General Assessments collected by the Neighborhood Association for reserves for future expenses, and the entire amount of all Special Assessments and Capital Improvement Assessments, shall be held by the Neighborhood Association and may be invested in interest bearing accounts or in certificates of deposit or other like instruments or accounts available at banks or savings and loan institutions, the deposits of which are insured by an agency of the United States.

**6.12 Master Association Assessments.** It is possible that the Master Association will delegate to the Neighborhood Association the obligation to collect assessments and other charges on behalf of the Master Association from the Owners. The Master Association adopts these assessments and other charges, and neither the Developer nor the Neighborhood Association have control over the amount or timing of such assessments. In the event that the Neighborhood Association is required to collect assessments and charges on behalf of the Master Association, these amounts shall be included within the Association's budget as a notation. However, in no event shall the Master Association assessments be considered common expenses of the Neighborhood Association.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MAPLE RIDGE AT AVE  
MARIA

6.13 Cable Television; Security Monitoring and Other Services. Developer and/or the Neighborhood Association may, but are not required to do so, enter into an agreement with (i) a cable television company to provide cable television and other services to the Residential Units, (ii) a security monitoring company and/or (iii) any other entity to provide internet, communication, entertainment, telephone, electricity or other utilities, pest control, pool maintenance or other services for all of the Residential Units, on such terms and conditions as the Developer or the Neighborhood Association may deem appropriate, in their sole discretion. Any such company or provider may be an affiliate or subsidiary of Developer so long as the terms of such agreement are reasonable compared to other companies providing similar services in the vicinity of the Property. Any such agreement may provide that all of the Residential Units will be required to pay for the basic services provided by the cable television company, security monitoring company or other company or provider, and may require the Neighborhood Association to collect the service charges from the Members and/or Owners (as a common expense of the Neighborhood Association) and remit same to such companies. Any such agreement may also permit the companies to offer optional services which may be separately billed to and paid by the Members and/or Owners purchasing same. If Developer enters into any such agreement, Developer shall assign its duties and obligations to the Members and/or Neighborhood Association and the Members and/or Neighborhood Association shall assume and accept same. In addition to the rights set forth above, the Developer or the Neighborhood Association shall have the right to approve one or more service providers for any type of service to be provided to the Owners in order to limit the number of different service providers providing any such service.

## ARTICLE 7.

### **ARCHITECTURAL AND AESTHETIC CONTROL**

7.1 General. Except for the initial construction of Residential Units, Neighborhood Common Area and related improvements by the Developer, no building or other structure or improvement (including but not limited to pools, screen enclosures, patios, patio extensions, hedges, other landscaping, exterior paint or finish, awnings, shutters, hurricane protection, basketball hoops, swing sets or play equipment, decorative plaques or accessories, birdhouses, other pet houses, swales, asphaltting, sidewalk/driveway surfaces or treatments or other improvements or changes of any kind, even if not permanently affixed to the land or to other improvements) shall be erected, placed or altered, nor shall any grading, excavation, or other work which in any way alters the exterior appearance of any portion of any Residential Unit, Neighborhood Common Area or any portion of the Property be performed without the prior written approval of the ARC.

7.2 Architectural Review Committee. The architectural and aesthetic review and control functions of the Neighborhood Association shall be administered and performed by the ARC. The ARC shall consist of not less than three (3) individuals. The term of office, composition, compensation (if any), and qualifications of ARC members, and the meeting procedures of the ARC, shall be as provided for in the Bylaws.

7.3 Powers. The ARC shall have the power to:

(a) Propose the adoption, modification, amendment or repeal from time to time of written design review guidelines which shall set forth such things as design requirements, landscape material, construction standards and colors and materials which the ARC finds acceptable. Said guidelines shall be consistent with provisions of this Declaration, and the proposed adoption, modification, amendment or repeal of guidelines requires prior approval by at least a majority of the whole Board at a meeting duly called and noticed. Notice of the proposed adoption, modification, amendment or repeal of design review guidelines, including a verbatim copy of the text, shall be mailed to each Member at least thirty (30) days prior to the Board meeting at which such action is to occur;

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MAPLE RIDGE AT AVE  
MARIA

(b) Require submission to the ARC of complete plans and specifications for any building, structure, or other improvement proposed to be erected or altered, 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 Residential Unit, Neighborhood Common Area or any portion of the Property. The ARC may also require submission of samples of building materials or colors proposed for use on any structure, and may require such additional information as may reasonably be necessary for the ARC to fully evaluate the proposed work;

(c) Approve or disapprove the erection or alteration of any building or structure or other improvement; or any grading, excavation, landscaping, change of exterior color, or other work which in any way alters the exterior appearance of any Residential Unit, Neighborhood Common Area or any portion of the Property. All decisions of the ARC, including the specific reasons for disapproval or for any conditions or limitations imposed, shall be forwarded in writing to the person seeking approval, and to the Board, within seven (7) days after the decision was made. Any person aggrieved by a decision of the ARC shall have the right to file a written appeal with the Board within thirty (30) days after the date of the adverse decision, and shall have the right to address the Board and present evidence on his or her own behalf. If more than one (1) person appeals the same decision, all appeals shall be heard and decided at one (1) time. The determination of the Board upon prompt review of the appealed ARC decision shall, in all events, be final, and shall not be unreasonably delayed;

(d) Adopt procedures and a schedule of reasonable fees for processing requests for ARC review. Fees, if any, shall be payable to the Neighborhood Association, in cash or check, at the time the request is submitted to the ARC; and

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

(f) Approval of any proposed improvements or alterations by the ARC shall not constitute a warranty or approval as to, and neither the Association nor any member or representative of the ARC or the Board of Directors shall be liable for, the safety, soundness, workmanship, materials or usefulness for any purpose of any such improvement or alteration nor as to its compliance with governmental or industry codes or standards. By submitting a request for the approval of any improvement or alteration, the requesting Owner shall be deemed to have automatically agreed to hold harmless and indemnify the aforesaid members and representatives, and the Association generally, from and for any loss, claim or damages connected with the aforesaid aspects of the improvements or alterations. The ARC may, but shall not be required to, require that any request for its approval be accompanied by the written consent of the Owners of the Residential Units adjoining or nearby the Residential Unit proposed to be altered or further improved as described in the request.

(g) Nothing in this Declaration shall be interpreted as an exemption from compliance with the Master Declaration or regulations of the City, County and/or other governmental or quasi-governmental entities. Any decision of the ARC with respect to any proposed improvement or alteration which enforces the requirements of the Master Declaration or any applicable rules and/or regulations of the City, County and/or other governmental or quasi-governmental entities shall be deemed reasonable and enforceable.

7.4 Enforcement. Decisions of the ARC shall be enforced by the Neighborhood Association. In the event that any new improvement or landscaping is added to a Residential Unit, or any existing improvement on a Residential Unit is altered, in violation of this Article, the Neighborhood Association shall have the right (and an easement and license) to enter upon the Residential Unit and remove or otherwise remedy the applicable violation after giving the Owner of the Residential Unit at least ten (10) days' prior written notice of, and opportunity to cure, the violation in question. The costs of such remedial work and a surcharge of a minimum of \$25.00 (but in no event more than thirty five percent (35%) of the aforesaid costs) shall be a Special Assessment against the Residential

#### DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MAPLE RIDGE AT AVE MARIA

Unit, which Assessment shall be payable upon demand and secured by the lien for Assessments provided for in this Declaration.

7.5 Developer's Rights. Notwithstanding the foregoing, the Developer shall have the right, so long as it is offering any Residential Unit in the Property for sale in the ordinary course of business, to appoint all of the members of the ARC, or such lesser number as it may choose. During this time, the Developer shall also have the power, in its sole discretion, to establish, amend, or revoke any and all ARC design review guidelines. The foregoing provisions of this Article 7 shall not be applicable to Developer, its affiliates or designees. This section may not be amended without the prior written consent of the Developer.

## **ARTICLE 8.**

### **MAINTENANCE, REPAIRS AND REPLACEMENTS**

8.1 Neighborhood Common Area. The Neighborhood Common Area (or appropriate portions thereof) shall, upon the later of completion of the improvements thereon or the date when the last Residential Unit within the Property has been conveyed to a purchaser (or at any time and from time to time sooner at the sole election of Developer), be conveyed by quit claim deed to the Neighborhood Association, which shall be deemed to have automatically accepted such conveyance, or the District. Notwithstanding the foregoing, beginning from the date this Declaration is recorded, the Neighborhood Association shall maintain, manage in good condition, operate, insure and replace (as often as necessary) the Neighborhood Common Area (excluding those portions, if any, conveyed to the District), including, without limitation, any improvements and/or structures (except public utilities) situated thereon, if any, all such work to be done as ordered by the Board of Directors. In addition, the Neighborhood Association shall be responsible for any maintenance, monitoring or other obligations relating to any permit or approval issued to Developer in connection with the Neighborhood Common Area. Without limiting the generality of the foregoing, the Neighborhood Association shall assume all of Developer's and its affiliates' responsibilities to the Town, the County and any other governmental and quasi-governmental subdivisions and similar entities of any kind with respect to the Neighborhood Common Area and shall indemnify and hold Developer and its affiliates harmless with respect thereto in the event of the Neighborhood Association's failure to fulfill those responsibilities. The Neighborhood Association may, in the discretion of the Board of Directors, assume additional maintenance responsibilities upon all or any portion of the Property or any property adjacent thereto. Such assumption will be governed by agreement with the applicable Neighborhood Association, Owner and/or neighbor. The Neighborhood Association shall irrigate and maintain the irrigation system for all landscaping located within the Neighborhood Common Area, and shall also maintain the trees, shrubbery, grass and other landscaping within the Neighborhood Common Area, in a neat, orderly and attractive manner and consistent with the general appearance of Ave Maria as a whole.

8.2 Residential Units. Each Owner shall maintain, repair and replace, at such Owner's expense, all portions of his or her Residential Unit, including, but not limited to, the air conditioning equipment, electrical and plumbing fixtures, cabinets, carpets, other floor coverings, front doors, sliding doors, windows, equipment and appliances located therein or exclusively serving the same, in such a way as to not disturb any other Owners. Each Owner shall also maintain all exterior surfaces of his or her Residential Unit and other improvements or structures located on or within his or her Residential Unit(s) (including garages) in a neat, orderly and attractive manner, including, without limitation, cleaning, repainting or restaining, as appropriate, the exterior portions of his or her Residential Unit (with the same colors as initially used on his or her Residential Unit) as well as the exterior surfaces of garage doors, as often as is necessary to comply with the standards set forth herein. The aforesaid maintenance shall include maintaining screens (including screen enclosures), windows and doors (including the wood and hardware of garage doors and sliding glass doors). Each Owner will also maintain and keep any patio, balcony, courtyard, terrace, back yard, front yard, entryway and/or covered entryway to his Residential Unit in an orderly condition and repair or replace any damaged screens and shutters. Each Owner will also keep all brick pavers installed in or adjacent to his or her Residential Unit clear of weeds. Each Owner shall also irrigate and maintain the

## **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MAPLE RIDGE AT AVE MARIA**

trees, shrubbery, grass, and other landscaping on or adjacent to his or her Residential Unit in a neat, orderly, and attractive manner, including, without limitation, maintaining low volume sprinklers. The minimum (though not sole) standard for the foregoing shall be consistency with the general appearance of the Property as initially constructed and otherwise improved (taking into account, however, normal weathering and fading of exterior finishes, but not to the point of unsightliness). The Neighborhood Association may, but shall not be obligated to, perform, or cause to be performed, any painting of the exterior of the Residential Units and/or any required maintenance or repairs of landscaping, sprinklers, shared fences and/or roofs, facias, soffits or other exterior portions of the Residential Units if and when, in the discretion of the Board of Directors, such painting, maintenance or repair is necessary or appropriate to maintain the uniform appearance of the Property, in which case the cost thereof will be assessed solely against the Owner(s) affected thereby. The Neighborhood Association may, but shall not be obligated to, collect reserves for such painting, maintenance and/or repair.

8.3 Additional Maintenance. Each Owner shall maintain, in accordance with the standards set forth in this Article, whether or not located on his or her Residential Unit, (i) the street-side boundary line(s) of the Owner's Residential Unit (i.e., where applicable, the edge of the common sidewalk closest to the Residential Unit) and the edge of the street's pavement and (ii) the projections of the side boundary lines of the Residential Unit to such pavement's edge. Without limiting the generality of the foregoing, each Owner shall be responsible for the maintenance of any portion of his or her driveway which extends beyond the Residential Unit as well as any sidewalk, grass or other plant material located immediately adjacent thereto; provided, however, that if the Board of Directors so elects, the Neighborhood Association may perform all or any portion of such maintenance obligations, on an ongoing or isolated basis for purposes such as achieving an economy of scale or providing for uniform appearance, and the Neighborhood Association may assess the applicable Owner(s) for the cost thereof. Moreover, each Owner acknowledges that the water meter and/or sanitary sewer cleanout for his or her Residential Unit may be located on or adjacent to the driveway of said Residential Unit. If the water and sewer company or other applicable governmental and/or quasi-governmental authority damages or removes the brick pavers of the driveway in the process of operating, maintaining, repairing, replacing or altering such meter, the Neighborhood Association shall have the right and obligation to enter upon the driveway of such Residential Unit(s) for purposes of repairing and/or replacing same. The cost thereof will be a Common Expense of the Neighborhood Association which will be payable through Assessments.

8.4 Maintenance and Repair Necessitated by Negligence of Owners. An Owner shall be responsible for the expense of any maintenance, repair or replacement rendered necessary by the act, neglect or carelessness of such Owner or his or her guests, employees, agents, lessees or other invitees, but only to the extent that such expense is not met by proceeds of insurance carried by the Neighborhood Association.

8.5 Right of Entry. In addition to such other remedies as may be available to Developer under this Declaration and/or applicable law, in the event that an Owner fails to maintain his or her Residential Unit as required under Section 8.2, the Neighborhood Association shall have the right to enter upon the Residential Unit in question and perform such duties; provided, however, that such entry shall be during reasonable hours and, if to remedy an obligation which was to be performed by the Owner, only after five (5) days' prior written notice. The Owner having failed to perform its maintenance duties shall be liable to the Neighborhood Association for the costs of performing such remedial work and shall pay an additional administrative charge as established from time to time by the Board of Directors, all such sums being payable upon demand and to be secured by the lien provided for in Article 6 hereof.

8.6 Contracts; Bidding. Subject to the provisions of Florida Statutes Section 720.3055, any contract that is not to be fully performed within one (1) year after the making thereof for purchase, lease or renting of materials or equipment to be used by the Neighborhood Association in accomplishing its purposes under this Declaration and/or applicable law and all contracts for the provisions of services shall be in writing. If a contract for the purchase, lease or renting of materials or equipment, or for the provisions of services, requires payments by the Neighborhood Association that exceed ten percent (10%) of the total annual budget of the Neighborhood

## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MAPLE RIDGE AT AVE MARIA

Association, including reserves, the Neighborhood Association must obtain competitive bids for the materials, equipment or services. However, nothing herein shall be construed to require the Neighborhood Association to accept the lowest bid.

8.7 Standard of Maintenance. The Neighborhood Association and each Owner shall perform their respective maintenance responsibilities hereunder in a manner consistent with the standard by which properties in Ave Maria are currently operated, maintained, repaired and their equipment and facilities are replaced, or as standards in such areas may from time to time increase, but not decrease.

## ARTICLE 9.

### **SALE, LEASE AND OTHER TRANSFER RESTRICTIONS**

9.1 Transfers Subject to Approval. In order to maintain complementary uses, congenial neighbors and to protect the value of the Residential Units, the transfer of title to or possession of Residential Units by any Owner other than Developer shall be subject to the following provisions, which provisions each Owner, by acceptance of a deed or other evidence of title to a Residential Unit, covenants to observe:

(a) Sale. No Owner may dispose of a Residential Unit or any interest therein by sale without the written approval of the Neighborhood Association.

(b) Lease. No Owner may transfer possession or otherwise dispose of a Residential Unit or any interest therein by lease without the written approval of the Neighborhood Association. The Neighborhood Association may cause any person(s) taking possession of a Residential Unit without first obtaining the written approval of the Neighborhood Association to be removed therefrom and may utilize all remedies at law and in equity to enforce this provision, which remedies shall include, but are not limited to, charging the Owner the amount of \$100 for each day until such time that the person(s) wrongfully possessing the Residential Unit vacates the Residential Unit or until the occupancy by such person(s) is approved in writing by the Neighborhood Association, provided that no such fine shall in the aggregate exceed \$1,000. Notwithstanding the foregoing, no such fine may be levied except after giving reasonable notice and opportunity for a hearing to the affected Owner.

(c) Gift; Other Transfers. If any Owner proposes to transfer his title by gift or in any manner other than by sale or lease, the proposed transfer shall be subject to the written approval of the Neighborhood Association.

9.2 Approval by Neighborhood Association. The approval of the Neighborhood Association which is required for the transfer of Residential Units or any interest therein shall be obtained in the following manner:

(a) Notice to Neighborhood Association.

(i) Sale or Lease. An Owner intending to make a bona fide sale or lease of his or her Residential Unit or any interest therein shall give to the Neighborhood Association written notice of such intention, in forms approved by the Neighborhood Association, together with the name and address of the intended purchaser or lessee, a copy of the proposed purchase contract or lease and such other information concerning the intended purchaser or lessee as the Neighborhood Association may reasonably require. The intended purchaser or lessee shall pay for and authorize a credit report and background check from a credit agency approved by the Neighborhood Association. The Neighborhood Association may deny approval based upon the credit report and/or background check.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MAPLE RIDGE AT AVE  
MARIA



(ii) Gift; Other Transfers. An Owner who proposes to transfer his title by gift or in any manner other than by sale or lease (including a transfer by the estate of a deceased Owner), shall give to the Neighborhood Association written notice in a form approved by the Neighborhood Association of the proposed transfer of his title, together with such information concerning the transferee as the Neighborhood Association may reasonably require, and a copy of all instruments to be used in transferring title.

(iii) Failure to Give Notice. If written notice to the Neighborhood Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Residential Unit, the Neighborhood Association at its election and without notice may approve or disapprove the transaction or ownership. If the Neighborhood Association disapproves the transaction or ownership, the Neighborhood Association shall proceed as if it had received the required notice on the date of such disapproval.

(iv) Neighborhood Association Response. Within twenty (20) days after receipt of such notice and information, the Neighborhood Association must either approve or disapprove the proposed transfer of title or possession of the Residential Unit in writing, whether by sale, lease, gift or other transfer. If the Neighborhood Association fails to respond within such twenty (20) day period, the transfer shall be deemed approved.

(b) Approval.

(i) Sale. If a proposed sale is approved, the approval shall be stated in a certificate executed by the proper officers (or designated agents) of the Neighborhood Association in recordable form and shall be delivered to the purchaser and shall be recorded in the Public Records of the County.

(ii) Lease. If a proposed lease is approved, the approval shall be stated in a certificate executed by the proper officers (or designated agents) of the Neighborhood Association in recordable form and shall be delivered to the lessee.

(iii) Gift; Other Transfers. If a proposed gift or other transfer is approved, the approval shall be stated in a certificate executed by the proper officers of the Neighborhood Association in recordable form and shall be delivered to the transferee and shall be recorded in the Public Records of the County.

(iv) Approval of Owner other than an Individual. Inasmuch as the Property may be used only for residential purposes, and a corporation, trust or other entity cannot occupy a Residential Unit for such use, if the Owner or purchaser of a Residential Unit is a corporation, trust or other entity, the approval of ownership by the corporation, trust or other entity shall be conditioned upon the primary occupant of the Residential Unit being approved by the Neighborhood Association. Any change in the primary occupant of the Residential Unit shall be deemed a change of ownership subject to Neighborhood Association approval pursuant to this Section.

(c) Disapproval.

(i) Sale. If a proposed sale is disapproved, the Neighborhood Association shall deliver or mail by certified mail to the Owner an agreement to purchase by the Neighborhood Association, or by a purchaser approved by the Neighborhood Association, to whom the Owner must sell the Residential Unit, upon the following terms:

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MAPLE RIDGE AT AVE  
MARIA

(A) The price to be paid by the purchaser or the Neighborhood Association, as the case may be, shall be that stated in the disapproved contract to sell.

(B) The purchase price shall be paid in the same manner stated in the disapproved contract, or cash, at the option of the purchaser or the Neighborhood Association, as the case may be.

(C) The sale shall be closed on the same date stated in the disapproved contract, or within thirty (30) days after the delivery or mailing of said agreement to purchase, at the option of the purchaser or the Neighborhood Association, as the case may be.

(D) If the Neighborhood Association shall fail to purchase or to provide a purchaser upon the demand of the Owner in the manner provided, or if a purchaser furnished by the Neighborhood Association shall default in his agreement to purchase, the proposed transaction shall be deemed to have been approved and the Neighborhood Association shall furnish a certificate of approval as elsewhere provided.

(ii) Lease. If a proposed lease is disapproved, the Neighborhood Association shall deliver or mail by certified mail to the Owner written notice of the terms and conditions upon which such proposed lease will be approved, in which case the Owner may amend and resubmit the proposed lease pursuant to the terms and provisions of this Article 9.

(iii) Gift; Other Transfers. If a proposed gift or other transfer is disapproved, the Neighborhood Association shall deliver or mail by certified mail to the Owner either (a) written notice of the terms and conditions upon which the transfer will be approved, including, without limitation, the requirements of the Neighborhood Association regarding occupancy of the Residential Unit and by whom votes in the Neighborhood Association affairs may be cast, or (b) an agreement to purchase the Residential Unit by the Neighborhood Association, or by a purchaser approved by the Neighborhood Association, to whom the Residential Unit shall be sold upon the terms set forth in Sections 9.2(c)(i)(A)-(D) of this Declaration assuming, for purposes hereof, that there is no "disapproved contract."

9.3 Exceptions. The foregoing provisions of this Article 9 shall not apply to a transfer or purchase by an Institutional First Mortgagee or other approved mortgagee which acquires its title as the result of owning a mortgage upon the Residential Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor or its successor in title or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by an Institutional First Mortgagee or other approved mortgagee which so acquires its title. Furthermore, such provisions shall not require the approval of a purchaser who acquires the title to a Residential Unit at a duly advertised public sale with open bidding which is provided by law, such as, but not limited to, an execution sale, foreclosure sale, judicial sale or tax sale. The provisions of this Article 9 shall not apply to sales, mortgages, or other similar conveyances by Developer.

9.4 Unauthorized Transactions. Any sale, mortgage or lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Neighborhood Association in the manner set forth herein.

9.5 Estoppel Requirement. In addition to the foregoing, when the Owner of any Residential Unit proposes to lease, sell or mortgage the same in compliance with other provisions of this Declaration, the Neighborhood Association, upon written request of the Owner of such Residential Unit, shall furnish within ten (10) days after receipt of such written request, to the proposed lessee, purchaser or mortgagee, a statement stating all Assessments and other monies which are due and payable to the Neighborhood Association by the Owner

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MAPLE RIDGE AT AVE  
MARIA

with respect to the Residential Unit. Such statement shall be executed by any officer of the Neighborhood Association. The Owner requesting the certificate may be required by the Neighborhood Association to pay a reasonable sum to cover the costs of examining the records and preparing the certificate. In the event that a Residential Unit is to be leased, sold or mortgaged at the time when payment of any Assessment against the Owner and the Residential Unit which is due to the Neighborhood Association shall be in default (whether or not a claim of lien has been recorded by the Neighborhood Association) then the rent, sale proceeds or mortgage proceeds, as the case may be, shall be applied first to payment of any then delinquent Assessment or installment thereof due to the Neighborhood Association before payment of the balance of such rent, proceeds of sale or mortgage to the Owner of the Residential Unit responsible for payment of such delinquent Assessment. If the proceeds are not so paid, or are insufficient, to satisfy in full the then delinquent Assessments or installments thereof, then the person acquiring title shall pay the amount owed to the Neighborhood Association within thirty (30) days after transfer of title. Except as set forth in Article 14 hereof, in any transfer of title of a Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the grantor made prior to the time of such transfer of title, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor.

**9.6 Additional Lease Restrictions.** No portion of a Residential Unit (other than an entire Residential Unit) may be rented. All leases shall be in writing and shall provide (or be automatically deemed to provide) that the Neighborhood Association shall have the right to terminate the lease in the name of and as agent for the lessor upon default by tenant in observing any of the provisions of this Declaration and the Neighborhood Association Documents. Owners wishing to lease their Residential Units may, if the Board of Directors so elects, be required to place in escrow with the Neighborhood Association a sum of up to \$500.00 which may be used by the Neighborhood Association to repair any damage to the Neighborhood Common Area or other portions of the Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Neighborhood Association). The Neighborhood Association shall not be required to pay or remit any interest on any such escrowed funds. The Owner will be jointly and severally liable with the tenant to the Neighborhood Association for any amount in excess of such sum which is required by the Neighborhood Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. Any balance remaining in the escrow account, less an administrative charge not to exceed \$50.00 and exclusive of any interest retained by the Neighborhood Association, shall be returned to the Owner within ninety (90) days after the tenant vacates the Residential Unit. The minimum leasing period is thirty (30) days and no Residential Unit may be leased more than two (2) times in any one (1) calendar year. For purposes of this restriction, the first day of occupancy under the lease shall conclusively determine in which year the lease occurs. No Residential Unit may be used on a "time share" basis.

## **ARTICLE 10.**

### **USE RESTRICTIONS**

**10.1 Use Restrictions.** No Residential Unit shall be used except for residential purposes, or as a related garage, if applicable. Garages may be used only for the parking of automobiles and traditional storage purposes, and in no event shall any garage be used or converted into living space. All Owners shall use at least one (1) space in their respective garages for the parking of a vehicle. No Residential Unit shall be occupied by any Person other than the Owner(s) thereof or the applicable Members' Permittees. Under no circumstances may more than one (1) family reside in a Residential Unit at one time. In no event shall occupancy (except for temporary occupancy by guests) exceed two (2) persons per bedroom and one (1) person per den (as defined by the Neighborhood Association for the purpose of excluding from such definition living rooms, dining rooms, family rooms, country kitchens and the like). The Board of Directors shall have the power to authorize occupancy of a Residential Unit by Persons in addition to those set forth above. The provisions of this section shall not be applicable to Residential Units used by Developer or a designee of Developer for model homes, sales offices, management services or otherwise. As used herein, "family" or words of similar import shall be deemed

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MAPLE RIDGE AT AVE  
MARIA

to include a spouse, children, parents, brothers, sisters, grandchildren and other Persons permanently cohabiting the Residential Unit as or together with the Owner or permitted occupant thereof. As used herein, "guest" or words of similar import shall include only those Persons who have a principal residence other than the Residential Unit. Unless otherwise determined by the Board of Directors, a Person occupying a Residential Unit for more than one (1) month shall not be deemed a guest but, rather, shall be deemed a lessee for purposes of this Declaration (regardless of whether a lease exists or rent is paid) and shall be subject to the provisions of this Declaration which apply to leases and lessees. The purpose of this paragraph is to prohibit the circumvention of the provisions and intent of this Article and the Board of Directors shall enforce, and the Owners comply with, same with due regard for such purpose. No changes may be made in buildings erected by Developer or its respective affiliates and/or assign (except if such changes are made by Developer) without the consent of the Neighborhood Association. No swimming or other underground pool shall be installed or erected on or about any Residential Unit, except as originally installed or erected by Developer or its affiliates, or approved by the Neighborhood Association. No fence, wall or other structure shall be erected on or about any Residential Unit, and no hedge shall be planted, except as originally installed by Developer or its affiliates or approved by the Neighborhood Association and the ARC. In considering any request for the approval of a fence or wall or a hedge or other landscaping, the Neighborhood Association and the ARC shall give due consideration to the possibility of same obstructing the view from any adjoining Residential Unit or Common Area and may condition its approval on the hedge or other landscaping being kept to a specific height. All Persons are advised that many fences and walls may be prohibited altogether or, if approved, may be subject to stringent standards and requirements. The terms "structure" and "improvement" shall include landscaping, gas tanks, gas containers, barbecue grills and/or any other outdoor equipment. Nothing shall be done upon any Residential Unit or the Property which may be or may become an annoyance or nuisance to any Person. No obnoxious, unpleasant or offensive activity shall be carried on, nor shall anything be done which can be reasonably construed to constitute a nuisance, public or private in nature. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Residential Unit, except that a reasonable number of dogs, cats and other usual and non-exotic household pets may be kept (except for pit bulls, "wolf hybrids", or other dogs prone to or exhibiting aggressive behavior), provided they are not kept, bred or maintained for any commercial purposes. All animals shall be contained on the Property and shall not be permitted to run freely. When outside the Residential Unit (if the Residential Unit does not have a fence or "invisible fence"), all pets must be carried or secured with a hand held leash.

10.2 Wetlands, Lakes and Water Bodies. Subject to any governmental approvals and regulations, Owners of Residential Unit(s) may not fish from the banks of the lakes, canals, ponds and streams located within the Property. The Listed Parties shall not be responsible for any loss, damage, or injury to any person or property arising out of unauthorized use of lakes, canals, ponds or streams located within the Property.

10.3 Lakefront Property. As to all portions of the Property which have a boundary contiguous to any lake or other body of water, the following additional restrictions and requirements shall be applicable:

- (a) No boathouse, dock, wharf or other structure of any kind shall be erected, placed, altered or maintained on the shores of the lake unless erected by Developer or its affiliates.
- (b) No boat, boat trailer or vehicular parking or use of lake slope or shore areas shall be permitted. No motorized boats of any type shall be used on any lake.
- (c) No solid or liquid waste, litter or other materials may be discharged into/onto or thrown into/onto any lake or other body of water or the banks thereof.
- (d) No landscaping (other than that initially installed or approved by Developer), fences, structures or other improvements (regardless of whether or not same are permanently attached to the land or to other

#### DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MAPLE RIDGE AT AVE MARIA

improvements) shall be placed within any lake maintenance or similar easements around lakes or other bodies of water.

**10.4 Bears and Other Wildlife.** The Property is located in an area where bears and other wildlife inhabit. As such, it is important to keep the temptation of garbage away from bears and other wildlife, because the more "food-conditioned" (dependent on a food source) they become, the more likely they are to frequent the Property and cause property damage to get these unnatural food sources. Residential Unit Owners shall adhere to the following:

- (a) Secure household garbage in a shed, garage or a wildlife-resistant container (like a bear-resistant container or caddy).
- (b) Put household garbage out at 7:00 a.m. on the morning of pickup rather than the night before. Garbage must be placed at the curb in a container designed for that purpose and may not be placed curbside in plastic bags, paper bags or similar packaging. Garbage containers must be returned to a secure area on collection day. Owners who plan to be away on designated collection days must make arrangements with a neighbor or friend in order to observe the foregoing.
- (c) Secure commercial garbage in bear-resistant dumpsters.
- (d) Pet food feeding dishes, trays and containers shall not be left outdoors at any time. Pet food must be stored in the residence or a closed garage.
- (e) Residential barbecue grills shall be cleaned of food, grease droppings and food odors. They must be stored within a secure area such as a garage. Owners using barbecues in the Neighborhood Common Area shall clean the grills thoroughly after each use and place any food trash and grill residue in designated receptacles.
- (f) No Owner shall construct a feeder on his or her Residential Unit or any Neighborhood Common Area or in any manner distribute food for birds, squirrels, raccoons, possums, deer or other wildlife.

Violations of this Section 10.4 shall be promptly reported to the Neighborhood Association and the Florida Fish and Wildlife Conservation Commission at 352-732-1225.

**10.5 Wells and Drainage.** The installation, drilling, construction, or operation of any potable and/or irrigation private water system in any Residential Units is prohibited. Catch basins and drainage areas are for the purpose of natural flow only. No obstructions or debris shall be placed in these areas. The Developer reserves, for itself, the District, the Neighborhood Association, the Master Association and/or any other governmental or quasi-governmental agency, a perpetual easement across the Property for the purpose of altering drainage and water flow.

**10.6 Underground Utility Lines and Services.** All electric, telephone, as and other utility lines shall be installed underground, except for temporary lines as required during construction or if required by law.

## **ARTICLE 11.**

### **ENFORCEMENT**

**11.1 Compliance by Owners.** Every Owner and Member's Permittee shall comply with the restrictions and covenants set forth herein and any and all Rules and Regulations which from time to time may be adopted by the Board of Directors.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MAPLE RIDGE AT AVE  
MARIA

11.2 Enforcement. Failure of an Owner or his or her Member's Permittee to comply with such restrictions, covenants or rules and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The offending Owner shall be responsible for all costs of enforcement including attorneys' fees actually incurred and court costs. The Neighborhood Association shall have the right to suspend the rights of use of Neighborhood Common Area of defaulting Owners or his or her Member's Permittees.

11.3 Fines. In addition to all other remedies, and to the maximum extent lawful, in the sole discretion of the Board of Directors, a fine or fines may be imposed upon an Owner for failure of an Owner or his or her Member's Permittee to comply with any covenant, restriction, rule or regulation, subject to the following limitations:

(a) Amounts: The Board of Directors may impose fines not to exceed \$100 per violation per day, which fines may be levied on the basis of each day of a continuing violation, except that no such fine shall exceed \$1,000 in the aggregate. However, the limitations set forth herein do not apply to the failure of any Member to pay Assessments or other charges when due.

(b) Payment of Fines: Fines shall be paid not later than five (5) days after notice of the imposition or assessment of the penalties.

(c) Application of Proceeds: All monies received from fines shall be allocated as directed by the Board of Directors.

(d) Non-exclusive Remedy: These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Neighborhood Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Neighborhood Association may otherwise be entitled to recover by law from such Owner.

(e) Procedure: Notwithstanding the foregoing, a fine or suspension may not be imposed without notice of at least fourteen (14) days to the Member sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) Members appointed by the Board of Directors who are not officers, directors or employees of the Neighborhood Association, or the spouse, parent, child, brother or sister of an officer, director or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed.

11.4 No Lien; Caveat. Notwithstanding anything to the contrary in this Declaration to the contrary, a fine shall not become a lien against a Residential Unit; provided, however, a Special Assessment levied pursuant to Section 6.4 hereof or remedial work performed by the Neighborhood Association pursuant to Section 8.5 hereof shall not be considered a fine.

## **ARTICLE 12.**

### **DAMAGE OR DESTRUCTION**

12.1 Damage or Destruction to Neighborhood Common Area. Damage to or destruction of all or any portion of the Neighborhood Common Area shall be addressed in the following manner, notwithstanding any provision in this Declaration to the contrary:

(a) In the event of damage to or destruction of the Neighborhood Common Area, if the insurance proceeds are sufficient to effect total restoration, then the Neighborhood Association shall cause such

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MAPLE RIDGE AT AVE  
MARIA

portions of the Neighborhood Common Area to be repaired and reconstructed substantially as they previously existed.

(b) If the insurance proceeds are within Five Hundred Thousand Dollars (\$500,000.00) or less of being sufficient to effect total restoration of the Neighborhood Common Area, then the Neighborhood Association shall cause such portions of the Neighborhood Common Area to be repaired and reconstructed substantially as they previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a Special Assessment (and not a Capital Improvement Assessment) against each of the Owners in equal shares in accordance with the provisions of Article 6 of this Declaration.

(c) If the insurance proceeds are insufficient by more than Five Hundred Thousand Dollars (\$500,000.00) to effect total restoration of the Neighborhood Common Area, then by written consent or vote of the Class B Member and a majority of the Class A Members, they shall determine, subject to Article 14 hereof, whether (1) to rebuild and restore the Neighborhood Common Area in substantially the same manner as they existed prior to damage and to raise the necessary funds over the insurance proceeds by levying Capital Improvement Assessments against all Members, (2) to rebuild and restore in a way which is less expensive than replacing the Neighborhood Common Area in substantially the same manner as they existed prior to being damaged, or (3) subject to the approval of the Board of Directors, to not rebuild and to retain the available insurance proceeds.

(d) Each Member shall be liable to the Neighborhood Association for any damage to the Neighborhood Common Area not fully covered by collected insurance which may be sustained by reason of the negligence or willful misconduct of such Member or his or her Member's Permittees. Notwithstanding the foregoing, the Neighborhood Association reserves the right to charge such Member a Special Assessment equal to the increase, if any, in the insurance premium directly attributable to the damage caused by such Member. In the case of joint ownership of a Residential Unit, the liability of such Member shall be joint and several. The cost of correcting such damage shall be a Special Assessment against the Member and may be collected as provided herein for the collection of Assessments.

12.2 Damage or Destruction to Structural Portions of Residential Units. If the damage or destruction is limited only to Residential Unit(s) for which the responsibility of maintenance and repair is that of the affected Owner(s), then such Owner(s) shall be responsible for, and shall be obligated to, repair or reconstruct such Residential Unit(s). If the damage or destruction includes the structural portions of one or more Residential Units, then the Owners shall be responsible for, and shall be obligated to, repair or reconstruct such structural portions of their respective Residential Unit(s). In no event shall the Developer or the Neighborhood Association be responsible for, or obligated to repair, reconstruct or replace, any alterations, additions or property of the Owners owned, maintained, stored or held in, on or in connection with the Residential Units.

12.3 Damage or Destruction to Non-Structural Portions of Residential Units or Contents. If the damage or destruction includes any non-structural portions of Residential Units or any alterations, additions or property of the Owners owned, maintained, stored or held in, on or in connection with the Residential Units, the Owners shall be responsible for, and shall be obligated to, repair or reconstruct such property.

## ARTICLE 13.

### INSURANCE

13.1 Neighborhood Common Area. The Neighborhood Association shall keep the Neighborhood Common Area (and all improvements, facilities and fixtures located thereon) insured against loss or damage by fire or other casualty for the full insurable replacement value thereof (with reasonable deductibles and normal exclusions for land, foundations, excavation costs and similar matters), and may obtain insurance against such other hazards and casualties as the Neighborhood Association may deem desirable. The Neighborhood

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MAPLE RIDGE AT AVE  
MARIA

Association may also insure any other property, whether real or personal, owned by the Neighborhood Association (or for which the Neighborhood Association has maintenance responsibility), against loss or damage by fire and such other hazards as the Neighborhood Association may deem desirable, with the Neighborhood Association as the owner and beneficiary of such insurance for and on behalf of itself and all Members. The insurance coverage maintained by the Neighborhood Association shall be written in the name of, and the proceeds thereof shall be payable to, the Neighborhood Association. Subject to the provisions of Article 12 of this Declaration, insurance proceeds shall be used by the Neighborhood Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Neighborhood Association are common expenses included in the Assessments made by the Neighborhood Association. To the extent obtainable at reasonable rates, the insurance policy(ies) maintained by the Neighborhood Association shall contain provisions, or be accompanied by endorsements, for: (i) agreed amount and inflation guard, (ii) demolition costs, (iii) contingent liability from operation of building laws and (iv) increased costs of construction. All insurance policies shall contain standard mortgagee clauses, if applicable.

13.2 Waiver of Subrogation. As to each policy of insurance maintained by the Neighborhood Association which will not be voided or impaired thereby, the Neighborhood Association hereby waives and releases all claims against the Board of Directors, the Members, Developer and the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said Persons, but only to the extent that insurance proceeds are received in compensation for such loss.

13.3 Liability and Other Insurance. The Neighborhood Association shall have the power to and shall obtain comprehensive public liability insurance, including medical payments and malicious mischief, with coverage of at least \$1,000,000.00 (if available at reasonable rates and upon reasonable terms) for any single occurrence, insuring against liability for bodily injury, death and property damage arising from the activities of the Neighborhood Association or with respect to property under its jurisdiction, including, if obtainable, a cross liability endorsement insuring each Member against liability to each other Member and to the Neighborhood Association and vice versa and coverage for legal liability resulting from lawsuits related to employment contracts shall also be maintained. The Neighborhood Association may also obtain Worker's Compensation insurance and other liability insurance as it may deem desirable, insuring the Neighborhood Association and its Board of Directors and officers from liability in connection with the Neighborhood Common Area, the premiums for which shall be common expenses and included in the Assessments made against the Members. The Neighborhood Association may also obtain such other insurance as the Board of Directors deems appropriate. All insurance policies shall be reviewed at least annually by the Board of Directors and the limits thereof may be increased in the discretion of the Board of Directors. The Board of Directors may also obtain such errors and omissions insurance, indemnity bonds, fidelity bonds and other insurance as it deems advisable, insuring the Board of Directors or any management company engaged by the Neighborhood Association against any liability for any act or omission in carrying out their obligations hereunder, or resulting from their membership on the Board of Directors or any committee thereof. At a minimum, however, there shall be blanket fidelity bonding of anyone (compensated or not) who handles or is responsible for funds held or administered by the Neighborhood Association, with the Neighborhood Association to be an obligee thereunder. Such bonding shall cover the maximum funds to be in the hands of the Neighborhood Association or management company during the time the bond is in force. In addition, the fidelity bond coverage must at least equal the sum of three (3) months of General Assessments, plus all reserve funds.

13.4 "Blanket" Insurance. The requirements of this Article may be met by way of the Neighborhood Association being an insured party under any coverage carried by the Developer or under coverage obtained by the Neighborhood Association as long as such coverage is in accordance with the amounts and other standards stated in this Article.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MAPLE RIDGE AT AVE  
MARIA



13.5 Owners. The Owners shall be responsible for maintaining insurance on their respective Residential Unit(s) and any alterations, additions or property of the Owners owned, maintained, stored or held in, on or in connection therewith. In no event shall the Developer or the Neighborhood Association be responsible for, or obligated to obtain or maintain, insurance for the Residential Unit(s) or any other property of the Owners owned, maintained, stored or held therein, thereon or in connection therewith.

#### ARTICLE 14.

#### INSTITUTIONAL FIRST MORTGAGEE PROTECTION

14.1 Institutional First Mortgagee Protection. The following provisions are added hereto (and to the extent these added provisions conflict with any other provisions of the Declaration, these added provisions shall control):

(a) The Neighborhood Association shall be required to make available to all Owners and Institutional First Mortgagees for inspection, upon request, during normal business hours or under other reasonable circumstances, current copies of this Declaration, the Articles, the Bylaws and the books and records of the Neighborhood Association. Furthermore, such Persons shall be entitled, upon written request, to (i) receive a copy of the Neighborhood Association's financial statement for the immediately preceding fiscal year, (ii) receive notices of and attend the Neighborhood Association meetings, (iii) receive notice from the Neighborhood Association of an alleged default by an Owner in the performance of such Owner's obligations under the Neighborhood Association Documents, which default is not cured within thirty (30) days after the Neighborhood Association learns of such default, and (iv) receive notice of any substantial damage or loss to the Neighborhood Common Area.

(b) Any Institutional First Mortgagee shall have, if requested in writing, the right to timely written notice of (i) any condemnation or casualty loss affecting a material portion of the Neighborhood Common Area, (ii) a sixty (60) day delinquency in the payment of the Assessments on its mortgaged Residential Unit(s), (iii) the occurrence of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Neighborhood Association, and (iv) any proposed action which requires the consent of a specified number of Institutional First Mortgagees.

(c) Unless at least 66-2/3% of the Institutional First Mortgagees (based upon one vote for each mortgage owned by them), the Class B member (prior to the Turnover Date) and at least two-thirds (2/3rds) of the Class A Members, have given their prior written approval, neither the Neighborhood Association nor the Owners shall:

(i) by act or omission seek to sell or transfer the Neighborhood Common Area and any improvements thereon which are owned by the Neighborhood Association, provided, however, that the granting of easements for utilities or for other such purposes consistent with the intended use of such property by the Neighborhood Association or the Developer or the transfer of the Neighborhood Common Area to another similar Neighborhood Association of the Owners in accordance with the Articles or dedication of such property to the public shall not be deemed a transfer within the meaning of this clause;

(ii) change the basic methods of determining the obligations, assessments, dues or other charges which may be levied against a Residential Unit, except as provided herein with respect to future Residential Units;

(iii) by act or omission, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of the Property;

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MAPLE RIDGE AT AVE  
MARIA

(iv) fail to maintain fire and extended insurance on insurable portions of the Neighborhood Common Area as provided herein; or

(v) use hazard insurance proceeds for losses to any Neighborhood Common Area for other than the repair, replacement or reconstruction of the improvements.

## ARTICLE 15.

### GENERAL PROVISIONS

15.1 Duration. The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Neighborhood Association, Developer (at all times) and the Owner of any land subject to this Declaration, and their respective legal representatives, heirs, successors and assigns, for a term of ninety-nine (99) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of seventy five percent (75%) of all the Residential Units subject hereto and by one hundred percent (100%) of the Institutional First Mortgagees holding mortgages thereon has been recorded, agreeing to revoke said covenants and restrictions; provided, however, that no such agreement to revoke shall be effective unless made and recorded three (3) years in advance of the effective date of such revocation, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any signatures being obtained.

15.2 Notice. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the Person who appears as Member or Owner on the records of the Neighborhood Association at the time of such mailing.

15.3 Dispute Resolution. Certain disputes that may arise under the provisions of this Declaration or any attachments thereto may be subject to mandatory binding arbitration or mandatory non-binding mediation through the State of Florida's Department of Business and Professional Regulation, or its Division of Florida Land Sales, as mandated by and pursuant to Section 720.311 of the Florida Statutes.

15.4 Severability. Invalidity of any one of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

15.5 Effective Date. This Declaration shall become effective upon its recordation in the Public Records of the County.

15.6 Conflict. This Declaration shall take precedence over conflicting provisions in the Articles and Bylaws and said Articles shall take precedence over the Bylaws.

15.7 Standards for Consent, Approval and Other Actions. Whenever this Declaration shall require the consent, approval, completion, substantial completion, or other action by the Developer or its affiliates or the Neighborhood Association, such consent, approval or action may, to the extent permitted under applicable law, be withheld in the sole and unfettered discretion of the party requested to give such consent or approval or take such action, and all matters required to be completed or substantially completed by the Developer or its affiliates or the Neighborhood Association shall be deemed so completed or substantially completed when such matters have been completed or substantially completed in the reasonable opinion of the Developer or Neighborhood Association, as appropriate.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MAPLE RIDGE AT AVE  
MARIA

15.8 Easements. Should the intended creation of any easement provided for in this Declaration fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to have been so created shall nevertheless be considered as having been granted directly to the Neighborhood Association as agent for such intended grantees for the purpose of allowing the original party or parties to whom the easements were originally intended to have been granted the benefit of such easement and the Owners designate hereby the Developer and the Neighborhood Association (or either of them) as their lawful attorney-in-fact to execute any instrument on such Owners' behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created herein. Formal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited in some or all of such provisions.

15.9 Notices and Disclaimers. THE DEVELOPER DOES NOT INTEND TO INSTALL A SECURITY GATE FOR THE PROPERTY. THE DEVELOPER OR THE NEIGHBORHOOD ASSOCIATION MAY, BUT SHALL NOT BE REQUIRED TO, ENTER INTO A CONTRACT WITH A SERVICE PROVIDER FOR THE INSTALLATION AND/OR MONITORING OF ALARM SYSTEMS IN THE RESIDENTIAL UNITS. NEITHER DEVELOPER, THE NEIGHBORHOOD ASSOCIATION, NOR ANY OF THEIR OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") GUARANTEES OR WARRANTS, EXPRESSLY OR IMPLIEDLY, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY ALARM SYSTEM OR MONITORING SERVICES, OR THAT ANY ALARM SYSTEM OR MONITORING SERVICES WILL PREVENT INTRUSIONS, FIRES OR OTHER OCCURRENCES, OR THE CONSEQUENCES OF SUCH OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE ALARM OR MONITORING SERVICES ARE DESIGNED TO MONITOR SAME; AND EVERY OWNER OR OCCUPANT OF A RESIDENTIAL UNIT INCLUDED IN THE PROPERTY SERVICED BY ANY SUCH ALARM SYSTEM OR MONITORING SERVICES ACKNOWLEDGES THAT THE LISTED PARTIES ARE NOT INSURERS OF THE OWNER OR OCCUPANT'S PROPERTY OR OF THE PROPERTY OF OTHERS LOCATED ON THE PROPERTY AND WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES OR DEATHS RESULTING FROM SUCH OCCURRENCES. Without limiting the foregoing, every Owner or occupant of the Property receiving alarm monitoring services agrees that the Listed Parties assume no liability for loss or damage to property or for personal injury or death to persons due to any reason, including, without limitation, failure in transmission of an alarm, interruption of alarm monitoring service or failure to respond to an alarm because of (a) any failure of the Owner's alarm monitoring system, (b) any defective or damaged equipment, device, line or circuit, (c) negligence, active or otherwise, of the alarm monitoring service provider or its officers, agents or employees, or (d) fire, flood, riot, war, act of God or other similar causes which are beyond the control of the alarm monitoring service provider(s). Every owner or occupant of property further agrees for him or herself, his or her grantees, tenants, guests, invitees, licensees, and family members that if any loss or damage should result from a failure of performance or operation, or from defective performance or operation, or from improper installation, monitoring or servicing of the system, or from negligence, active or otherwise, of the provider or its officers, agents, or employees, the liability, if any, of the Listed Parties for loss, damage, injury or death sustained shall be limited to a sum not exceeding Two Hundred Fifty and No/100 (\$250.00) U.S. Dollars, which limitation shall apply irrespective of the cause or origin of the loss or damage and notwithstanding that the loss or damage results directly or indirectly from negligent performance, active or otherwise, or non-performance by the Listed Parties. Further, in no event will the Listed Parties be liable for consequential damages, wrongful death, personal injury or commercial loss. In recognition of the fact that interruptions in alarm monitoring services will occur from time to time, the Listed Parties shall not be liable, and no user of any system shall be entitled to any refund, rebate, discount or offset in applicable fees, for any interruption in services, regardless of whether or not same is caused by reasons within the control of the then-provider(s) of such services.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MAPLE RIDGE AT AVE  
MARIA

15.10 Construction Activities. ALL OWNERS, OCCUPANTS AND USERS OF THE PROPERTY ARE HEREBY PLACED ON NOTICE THAT THE LISTED PARTIES WILL BE, FROM TIME TO TIME, CONDUCTING EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO THE PROPERTY. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, OR BY USING ANY PORTION OF THE PROPERTY, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO THE PROPERTY WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) THE LISTED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, (iv) ANY PURCHASE OR USE OF ANY PORTION OF THE PROPERTY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING AND (v) THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO DEVELOPER TO SELL, CONVEY, LEASE AND/OR ALLOW THE USE OF THE APPLICABLE PORTION OF THE PROPERTY.

15.11 Water Levels. ALL LAKES AND/OR CANALS WITHIN THE PROPERTY ARE DESIGNED AS WATER MANAGEMENT AREAS AND ARE NOT DESIGNED AS AESTHETIC FEATURES. PERMITS FROM VARIOUS REGULATORY AGENCIES GOVERN THE CONTROL OF WATER LEVELS. DUE TO VARYING CLIMATIC CONDITIONS, ENVIRONMENTAL CONDITIONS AND OTHER CAUSES OUT OF THE CONTROL OF THE LISTED PARTIES, THE WATER LEVELS IN THE LAKES AND/OR CANALS, DEPENDING ON CONDITIONS, WILL RISE AND FALL AS OFTEN AS DAILY AND ON OCCASION THE WATER LEVEL MAY DECLINE SIGNIFICANTLY AND RESULT IN CHANGES TO THE APPEARANCE OF THE LAKES AND/OR CANALS. THESE WATER LEVEL FUNCTIONS AND CHANGES IN THE APPEARANCE OF THE LAKES AND/OR CANALS ARE CONSIDERED NORMAL OCCURRENCES. NONE OF THE LISTED PARTIES HAS CONTROL OVER SUCH WATER LEVEL FLUCTUATION NOR ASSOCIATED IMPACTS TO PLANT GROWTH IN THE LAKES AND/OR CANALS. THEREFORE, THE LISTED PARTIES ARE HEREBY RELEASED FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS AND EXPENSES OF WHATEVER NATURE OR KIND, INCLUDING ATTORNEYS' FEES AND COSTS, ARISING FROM OR RELATING IN ANY MANNER TO THE LAKES AND/OR CANALS, INCLUDING, WITHOUT LIMITATION, WATER LEVEL FLUCTUATIONS.

15.12 Covenants Running With The Land. Anything to the contrary herein notwithstanding and without limiting the generality (and subject to the limitations) of Section 15.1 hereof, it is the intention of all parties affected hereby (and their respective heirs, personal representatives, successors and assigns) that these covenants and restrictions shall run with the Property and with title to the Property. Without limiting the generality of Section 15.4 hereof, if any provision or application of this Declaration would prevent this Declaration from running with the Property as aforesaid, such provision and/or application shall be judicially modified, if at all possible, to come as close as possible to the intent of such provision or application and then be enforced in a manner which will allow these covenants and restrictions to so run with the Property; but if such provision and/or application cannot be so modified, such provision and/or application shall be unenforceable and considered null and void in order that the paramount goal of the parties (that these covenants and restrictions run with the Property as aforesaid) be achieved.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MAPLE RIDGE AT AVE  
MARIA

15.13 Dissolution. Any Owner may petition the Circuit Court of the County for the appointment of a receiver to manage the affairs of the Neighborhood Association in the event of dissolution of the Neighborhood Association.

## ARTICLE 16.

### MASTER ASSOCIATION

The Property is part of Ave Maria and is subject to the terms, provisions, covenants, rules, restrictions, limitations, easements and other rights, duties, obligations and interests set forth in, or created by, the Master Association Documents. Each Owner is automatically a member of the Master Association upon acceptance of a deed or other conveyance of a Residential Unit. Owner shall vote in Master Association matters in the manner set forth in the Master Association Documents and the Bylaws. The Master Declaration includes restrictions on the use of Residential Units as well as Architectural Standards (as defined in the Master Declaration). Without limiting the foregoing, the second paragraph of Article XIII of the Master Association Declaration prohibits any Owner whose Residential Unit is located within 200 feet of Ave Maria Boulevard from doing any of the following in a means that detracts from the appearance of Ave Maria or interferes with the rights of the other Owners to use and enjoy their Property without unreasonable annoyance: (i) alter or neglect to maintain his or her Residential Unit, (ii) create or permit to be created a nuisance or (iii) install or permit to be installed lighting or signage alterations. The Master Association shall have the power to assess Owner(s) of Residential Unit(s) for common expenses and other costs of operating and maintaining Ave Maria and to impose and foreclose liens against the Residential Unit(s) owned by such Owner(s) in the event such assessments are not paid when due all in accordance with the terms of the Master Declaration. Developer makes no representations or warranties regarding, and the Owner(s), by acceptance of a deed to his or her Residential Unit, waive(s), to the fullest extent permitted by applicable law, any responsibility and/or liability of Developer for, the safety, completion, existence, availability and/or any other matter relating to or in any way appertaining or regarding any common areas or other portions of Ave Maria for which the Master Association and/or any other person or entity has responsibility or jurisdiction. WITH RESPECT TO OTHER TERMS, PROVISIONS, COVENANTS, RULES, RESTRICTIONS, LIMITATIONS, EASEMENTS AND OTHER RIGHTS, DUTIES AND OBLIGATIONS OF OWNERS RELATING TO AVE MARIA, ALL PERSONS ARE REFERRED TO THE MASTER DECLARATION.

## ARTICLE 17.

### DISTRICT

The Property is part of the District and is subject to the terms, provisions, covenants, rules, restrictions, limitations, easements and other rights, duties, obligations and interests set forth in, or created by, the District Documents. The District shall have the power to assess Owner(s) of Residential Unit(s) for debt service and costs of operating and maintaining the infrastructure and improvements owned by the District all in accordance with the terms of the District Documents. WITH RESPECT TO OTHER TERMS, PROVISIONS, COVENANTS, RULES, RESTRICTIONS, LIMITATIONS, AND OTHER RIGHTS, DUTIES AND OBLIGATIONS OF OWNERS RELATING TO THE DISTRICT, ALL PERSONS ARE REFERRED TO THE DISTRICT DOCUMENTS AND MASTER ASSOCIATION DOCUMENTS.

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

**“THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE**

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MAPLE RIDGE AT AVE  
MARIA

**TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC SYSTEMS, FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO THE COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW."**

#### **ARTICLE 18.**

##### **AMENDMENTS TO DECLARATION**

18.1 Prior to Turnover Date. Prior to the Turnover Date, Developer shall have the right to amend, change, delete or add to this Declaration at any time and from time to time as it deems appropriate, without the joinder or consent of any Person whatsoever so long as the same does not materially and adversely affect the rights of Owners or Institutional First Mortgagees. By way of example, and not limitation, Developer may amend this Declaration to create easements for telecommunication systems, utilities, drainage, ingress and egress and roof overhangs over any portion of the Property (other than the improved portion of a Residential Unit previously conveyed to an Owner), to add additional property and Residential Units, to add or delete from the Property comprising the Neighborhood Common Area, to change, or add to, the Rules and Regulations, to modify the maintenance standards set forth herein and to correct any defect, error or omission in or of this Declaration. Developer's right to amend under this provision is to be construed as broadly as possible. In the event that Neighborhood Association shall desire to amend this Declaration prior to the Turnover Date, the Neighborhood Association must first obtain Developer's prior written consent to any proposed amendment.

18.2 After Turnover Date. After the Turnover Date, this Declaration may be amended, changed, deleted or added to upon the affirmative vote of the Owners of at least seventy-five percent (75%) of the Residential Units present in person or by proxy at any Annual Members' Meeting or any special meeting of the Members called for that purpose or who have acted by written response in lieu of a meeting as permitted by the Bylaws; provided that so long as the Developer or its affiliates is the Owner of any Residential Unit affected by this Declaration, the Developer's consent must be obtained if such amendment, in the sole opinion of the Developer, adversely affects its interest.

18.3 Recordation. Any amendment approved as required hereby shall be transcribed and certified in such form as may be necessary to record the same in the public records of the County, which recordation shall be accomplished no later than thirty (30) days after the adoption of such amendment.

#### **ARTICLE 19.**

##### **COVENANTS AGAINST PARTITION AND SEPARATE TRANSFER OF MEMBERSHIP RIGHTS**

Recognizing that the full use and enjoyment of any Residential Unit is dependent upon the right to the use and enjoyment of the Neighborhood Common Area and the improvements made thereto, and that it is in the interest of all of the Owners that the right to the use and enjoyment of the Neighborhood Common Area be retained by the Owners of Residential Units, it is therefore declared that the right to the use and enjoyment of any Owner in the Neighborhood Common Area shall remain undivided, and such Owners shall have no right at law or equity to seek partition or severance of such right to the use and enjoyment of the Neighborhood Common Area. In addition, there shall exist no right to transfer the right to the use and enjoyment of the Neighborhood Common Area in any manner other than as an appurtenance to and in the same transaction with, a transfer of title to a Residential Unit. Any conveyance or transfer of a Residential Unit shall include the right to use and enjoyment of the Neighborhood Common Area appurtenant to such Residential Units subject to reasonable rules and regulations promulgated by the

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MAPLE RIDGE AT AVE  
MARIA

Neighborhood Association for such use and enjoyment, whether or not such rights shall have been described or referred to in the deed by which said Residential Unit is conveyed.

## ARTICLE 20.

### **DISCLAIMER OF LIABILITY OF THE NEIGHBORHOOD ASSOCIATION**

NOTWITHSTANDING ANYTHING CONTAINED IN THE NEIGHBORHOOD ASSOCIATION DOCUMENTS, THE NEIGHBORHOOD ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE PROPERTY INCLUDING, WITHOUT LIMITATION, OWNERS, MEMBERS PERMITTEES AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

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

(b) THE NEIGHBORHOOD ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, THE COUNTY, THE CITY AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS ACTIVITIES; AND

(c) ANY PROVISIONS OF THE NEIGHBORHOOD ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE NEIGHBORHOOD ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO HIS OR HER RESIDENTIAL UNIT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE PROPERTY (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USES) SHALL BE BOUND BY THIS ARTICLE AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE NEIGHBORHOOD ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE NEIGHBORHOOD ASSOCIATION HAS BEEN DISCLAIMED IN THIS ARTICLE.

AS USED IN THIS ARTICLE, "NEIGHBORHOOD ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE NEIGHBORHOOD ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS. THE PROVISIONS OF THIS ARTICLE SHALL ALSO INURE TO THE BENEFIT OF DEVELOPER, WHICH SHALL BE FULLY PROTECTED HEREBY.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MAPLE RIDGE AT AVE  
MARIA

EXECUTED as of the date first above written.

Witnessed by:

CC AVE MARIA, LLC, a Florida limited liability company

Name: Gloria M. Erdmann

By: Harold Eisenacher  
Harold Eisenacher, Vice President

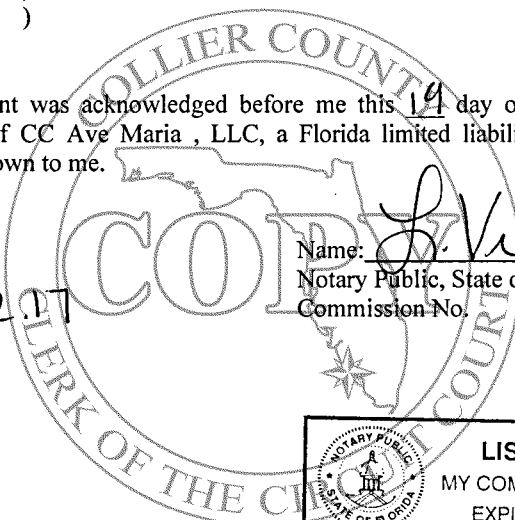
Name: NICHAE Y LOPEZ

STATE OF FLORIDA            )  
  ) ss:  
COUNTY OF MIAMI-DADE    )

The foregoing instrument was acknowledged before me this 14 day of July, 2013, by Harold Eisenacher, as Vice President of CC Ave Maria , LLC, a Florida limited liability company, on behalf of said company. (S)he is personally known to me.

My commission expires: 6.12.17

Name: L. Viera  
Notary Public, State of Florida  
Commission No.



**LISSETTE VIERA**  
MY COMMISSION #FF026944  
EXPIRES June 12, 2017  
(407) 398-0153    FloridaNotaryService.com

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MAPLE RIDGE AT AVE MARIA



EXHIBIT A

## LEGAL DESCRIPTION

ALL THAT PART OF TRACTS "F2", "F3" AND "R", ACCORDING TO THE PLAT OF AVE MARIA PHASE ONE, PLAT BOOK 46, PAGES 16-29, AND THAT PART OF TRACTS "F1", "F2", "F3" AND "R", ACCORDING TO THE PLAT OF AVE MARIA PHASE TWO, PLAT BOOK 48, PAGES 29-34, AND ALL OF LOTS 73-122, TRACT "C", AND THAT PART OF TRACT "R", ACCORDING TO THE PLAT OF AVE MARIA UNIT 4, HAMPTON VILLAGE PHASE 1, PLAT BOOK 47, PAGES 45-49, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 113, ACCORDING TO SAID AVE MARIA UNIT 4 PLAT;

THENCE ALONG THE BOUNDARY OF SAID TRACT "R", ACCORDING TO SAID AVE MARIA PHASE TWO PLAT AND THE WESTERLY RIGHT-OF-WAY OF MILANO STREET IN THE FOLLOWING TWO (2) DESCRIBED COURSES:

1. SOUTH 14°56'29" EAST 37.69 FEET;
2. 2.90 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE EAST HAVING A RADIUS OF 2,430.00 FEET THROUGH CENTRAL ANGLE OF 00°04'06" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 14°58'32" EAST 2.90 FEET TO THE BOUNDARY OF SAID AVE MARIA UNIT 4 PLAT;

THENCE ALONG THE BOUNDARY OF SAID TRACT "R", ACCORDING TO SAID AVE MARIA UNIT 4 PLAT AND THE WESTERLY RIGHT-OF-WAY OF MILANO STREET 234.91 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE EAST HAVING A RADIUS OF 2,430.00 FEET THROUGH A CENTRAL ANGLE OF 05°32'20" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 17°46'45" EAST 234.82 FEET;

THENCE CONTINUE ALONG THE BOUNDARY OF SAID TRACT "R" AND THE NORTHERLY RIGHT-OF-WAY OF IRON HORSE WAY EXTENDED SOUTH 77°47'20" WEST 146.46 FEET; THENCE NORTH 89°19'20" WEST 16.03 FEET TO A POINT ON THE BOUNDARY OF SAID AVE MARIA UNIT 4, PLAT;

THENCE ALONG THE BOUNDARY OF SAID AVE MARIA UNIT 4, PLAT IN THE FOLLOWING TWENTY THREE (23) DESCRIBED COURSES:

1. 135.23 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE EAST HAVING A RADIUS OF 2,590.00 FEET THROUGH A CENTRAL ANGLE OF 02°59'30" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 18°27'17" WEST 135.22 FEET;
2. SOUTH 87°30'49" WEST 276.50 FEET;
3. SOUTH 02°29'11" EAST 16.33 FEET;
4. SOUTH 87°30'49" WEST 54.00 FEET;
5. NORTH 02°29'11" WEST 16.33 FEET;
6. SOUTH 87°30'49" WEST 130.00 FEET;
7. SOUTH 02°29'11" EAST 25.00 FEET;
8. SOUTH 87°30'49" WEST 30.00 FEET;
9. NORTH 02°29'11" WEST 25.00 FEET;
10. SOUTH 87°30'49" WEST 152.80 FEET;
11. 10.74 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE SOUTH HAVING A RADIUS OF 60.00 FEET THROUGH A CENTRAL ANGLE OF 10°15'12"

AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 82°23'13" WEST 10.72 FEET;  
 12. SOUTH 27°39'54" EAST 38.32 FEET;  
 13. SOUTH 62°20'06" WEST 30.00 FEET;  
 14. NORTH 27°39'54" WEST 40.33 FEET;  
 15. SOUTH 62°17'40" WEST 130.50 FEET;  
 16. SOUTH 27°39'54" EAST 38.97 FEET;  
 17. SOUTH 62°20'06" WEST 114.00 FEET;  
 18. NORTH 27°39'54" WEST 38.89 FEET;  
 19. SOUTH 62°17'40" WEST 130.50 FEET;  
 20. SOUTH 27°39'54" EAST 24.31 FEET;  
 21. SOUTH 62°20'06" WEST 30.00 FEET;  
 22. NORTH 27°39'54" WEST 24.29 FEET;  
 23. SOUTH 62°17'40" WEST 135.20 FEET TO THE BOUNDARY OF SAID TRACT "R",  
 ACCORDING TO SAID AVE MARIA UNIT 4 PLAT;

THENCE ALONG THE EXTENDED NORTHERLY RIGHT-OF-WAY OF ALCOTT LANE AND THE BOUNDARY OF SAID TRACT "R", 138.02 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE SOUTHWEST HAVING A RADIUS OF 181.00 FEET THROUGH A CENTRAL ANGLE OF 43°41'27" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 63°16'36" WEST 134.70 FEET TO A POINT OF REVERSE CURVATURE;

THENCE CONTINUE ALONG BOUNDARY OF SAID TRACT "R", AND THE NORTHERLY RIGHT-OF-WAY OF ALCOTT LANE 11.54 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE NORTHEAST HAVING A RADIUS OF 8.00 FEET THROUGH A CENTRAL ANGLE OF 82°38'09" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 43°48'15" WEST 10.56 FEET TO THE EASTERLY RIGHT-OF-WAY OF TAYLOR DRIVE;  
 THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE NORTH 02°29'11" WEST 87.56 FEET TO A POINT ON THE BOUNDARY OF SAID AVE MARIA UNIT 4 PLAT;

THENCE ALONG THE BOUNDARY OF SAID AVE MARIA UNIT 4, PLAT IN THE FOLLOWING SIX (6) DESCRIBED COURSES:

1. 39.27 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE SOUTHEAST HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 90°00'00" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 42°30'49" EAST 35.36 FEET;
2. NORTH 87°30'49" EAST 78.95 FEET;
3. 79.67 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE NORTH HAVING A RADIUS OF 181.00 FEET THROUGH A CENTRAL ANGLE OF 25°13'09" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 74°54'14" EAST 79.03 FEET;
4. NORTH 62°17'40" EAST 439.46 FEET EXTENDED;
5. 52.38 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE SOUTH HAVING A RADIUS OF 119.00 FEET THROUGH A CENTRAL ANGLE OF 25°13'09" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 74°54'14" EAST 51.96 FEET;
6. NORTH 87°30'49" EAST 792.77 FEET EXTENDED TO THE POINT OF BEGINNING.

CONTAINING 6.07 ACRES MORE OR LESS.  
 SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

830-017-0301

07/14/2013 2:07:10 PM PAGE 17/992 FAX 001701

# State of Florida



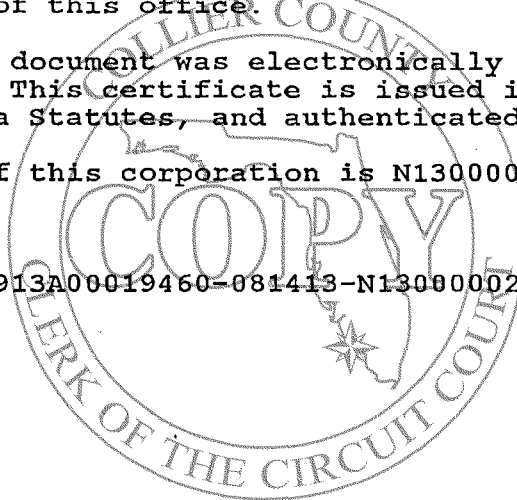
## Department of State

I certify the attached is a true and correct copy of the Amended and Restated Articles of Incorporation, filed on August 13, 2013, for MAPLE RIDGE AT AVE MARIA HOMEOWNERS ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H13000178808. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below

The document number of this corporation is N13000002185.

Authentication Code: 913A00019460-081413-N13000002185-1/1



Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Fourteenth day of August, 2013



*Ken Detzner*  
Ken Detzner  
Secretary of State

**AMENDED AND RESTATED**  
**ARTICLES OF INCORPORATION**  
**OF**  
**MAPLE RIDGE AT AVE MARIA HOMEOWNERS ASSOCIATION, INC.**  
**A Corporation Not For Profit**

Pursuant to the provisions of Sections 617.1002 and 617.1007 of the Florida Not For Profit Corporation Act, MAPLE RIDGE AT AVE MARIA HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation (the "Neighborhood Association"), in accordance with actions adopted at a meeting of the Board of Directors as of July 26, 2013, no members being entitled to vote on the proposed amendment, hereby adopts and amends its provisions concerning limitations of activities, dissolution and other provisions in its Articles of Incorporation and restates its Articles in their entirety.

**ARTICLE I**  
**NAME AND PLACE OF BUSINESS**

The name of the Neighborhood Association shall be MAPLE RIDGE AT AVE MARIA HOMEOWNERS ASSOCIATION, INC. and the principal place of business shall be 135 San Lorenzo Avenue, Suite 740, Coral Gables, Florida 33146.

**ARTICLE II**  
**PURPOSES**

The purposes of the Neighborhood Association are those purposes as are authorized by the Declaration of Covenants, Restrictions and Easements for Maple Ridge at Ave Maria recorded (or to be recorded) in the Public Records of Collier County, Florida, as hereafter amended and/or supplemented from time to time (the "Declaration," capitalized terms used but not otherwise defined herein will have the meaning set forth in the Declaration). The further objects and purposes of the Neighborhood Association are to preserve the values and amenities in the Property and to maintain the Neighborhood Common Area thereof for the benefit of the Members of the Neighborhood Association. The Neighborhood Association shall be conducted as a not-for-profit organization for the benefit of the Members.

### ARTICLE III

#### POWERS

The Neighborhood Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles and the Declaration. The Neighborhood Association shall also have all of the powers necessary powers to provide for the general health and welfare of the Members and to implement the purposes of the Neighborhood Association as set forth in the Neighborhood Association Documents, including, without limitation, the following:

A. Management. The Neighborhood Association shall have the power to contract for the management of the Neighborhood Association and, in connection therewith, to delegate to the party with whom such contract has been entered into (which may be an affiliate of the Developer) the powers and duties of the Neighborhood Association, except those which require specific approval of the Board of Directors or Members.

B. Rules and Regulations. Make and establish reasonable Rules and Regulations governing the use of the Property.

C. Assessments. Levy and collect Assessments against Members to defray the cost of performing its duties under the Declaration.

D. Maintenance. Maintain, repair, replace, operate and manage the Property, including the right to reconstruct improvements after casualty and further to improve and add to the Property.

E. Enforcement. Enforce the provisions of these Articles, the Declaration, the Bylaws, and all Rules and Regulations governing use of the Property which may from time to time be established.

F. Other Rights and Duties. Exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Neighborhood Association in the Declaration or by applicable law.

### ARTICLE IV

#### MEMBERSHIP AND VOTING RIGHTS

Section 4.1 Membership. Every Person who is a record owner of fee title in any Residential Unit shall be a Member of the Neighborhood Association, provided that any such Person who holds such interest merely as security for the performance of an obligation shall not be a Member. The Membership of such Person shall be automatically terminated when such Person is divested of title or ownership in such Residential Unit, provided that nothing herein contained shall be construed as terminating the Membership of any Person owning fee title in two (2) or more Residential Units at any time while such Person shall retain fee title in at least one Residential Unit.

## Section 4.2 Voting Rights.

A. The Neighborhood Association shall have two (2) classes of voting membership:

Class A. Class A Members shall be all those Owners as defined in Section 4.1 of this Article with the exception of the Developer (as long as the Class B Membership shall exist, and thereafter, the Developer shall be a Class A Member to the extent it would otherwise qualify). Class A Members will be entitled to one (1) vote for each Residential Unit in which they hold the interests required for membership pursuant to Section 4.1 hereof, as further described in Section 3.9 of the Bylaws.

Class B. The Class B Member shall be the Developer. The Class B member shall be entitled to one (1) vote, plus two (2) votes for each vote entitled to be cast in the aggregate at any time and from time to time on behalf of the Class A Members. The Class B Membership shall cease and terminate (as applicable, the "Turnover Date"): (a) the earlier of (i) ninety (90) days after ninety percent (90%) of the Residential Units have been sold and conveyed by the Developer or (ii) such date as necessary to comply with any applicable governmental financing requirements, or (b) sooner at the election of Developer (whereupon the Class A Members shall be obligated to elect the Board of Directors and assume control of the Neighborhood Association).

B. The Neighborhood Association reserves the right to suspend the voting rights of any Member for the nonpayment of regular annual assessments that are delinquent in excess of ninety (90) days.

Section 4.3 Prior to Recordation. Until such time as the Declaration is recorded, the membership of the Neighborhood Association shall be comprised of the subscribers to these Articles, each of whom shall be entitled to cast a vote on all matters upon which the Membership would be entitled to vote.

## ARTICLE V

### CORPORATE EXISTENCE

The Neighborhood Association shall have perpetual existence; provided that if it is dissolved, its assets shall be conveyed to another Neighborhood Association or public agency having a similar purpose.

## ARTICLE VI

### OFFICERS

Section 6.1 Management. The affairs of the Neighborhood Association shall be managed by the President of the Neighborhood Association, assisted by the Vice President(s), Secretary and Treasurer and, if any, the Assistant Secretaries and Assistant Treasurers (collectively, the "Officers"), subject to the direction of the Board of Directors. The Board of

Directors, or the President with the approval of the Board of Directors, may employ a managing agent, agency and/or other managerial and supervisory personnel or entity to administer or assist in the administration of the operation and management of the Property and the affairs of the Neighborhood Association, and any and all such person(s) and/or entity(ies) may be so employed without regard to whether such person or entity is a Member of the Neighborhood Association or a Director or Officer of the Neighborhood Association, as the case may be.

Section 6.2 Election and Appointment of Officers. The Officers of the Neighborhood Association, in accordance with any applicable provision of the Bylaws, shall be elected by the Board of Directors for terms of one (1) year and thereafter until qualified successors are duly elected and have taken office. The Bylaws may provide for the method of voting in the election for, and the removal from office of, Officers, and the filling of vacancies and duties of the Officers. The President shall be a Director, but no other Officer need be a Director. The same person may hold two (2) offices, the duties of which are not incompatible; provided, however, that the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person. If the office of President shall become vacant for any reason, or if the President shall be unable or unavailable to act, the Vice President shall automatically succeed to the office or perform its duties and exercise its powers. If any office shall become vacant for any reason, the Board of Directors may elect or appoint an individual to fill such vacancy.

Section 6.3 First Officers. The Officers of the Neighborhood Association, who shall hold office until their successors are selected and have qualified as set forth under these Articles, the Bylaws and/or applicable provisions of the laws of Florida, are as follows:

President/Assistant Secretary	Harold Eisenacher
Vice President/Treasurer	Andres Miyares
Secretary	Diana Ibarria

## ARTICLE VII

### BOARD OF DIRECTORS

Section 7.1 Number of Directors. The property, business and affairs of the Neighborhood Association shall be managed by a Board of Directors. The number of Directors on the first Board of Directors shall be three (3). The number of Directors on any succeeding Board of Directors shall also be three (3) unless otherwise provided in the Bylaws. A majority of the Board of Directors shall constitute a quorum for the transaction of business.

Section 7.2 Election of Board of Directors. Prior to the Turnover Date, all of the Directors will be appointed by the Class B Member. The Class B Member shall have the right to appoint the Directors by written notice to such effect or by an announcement reflected in the minutes of the Annual Member's Meeting (as defined in the Bylaws). From and after the Turnover Date, the Directors shall be elected by the Members at the Annual Member's Meeting as provided in the Bylaws. The Bylaws shall provide for the method of voting in the election

and for removal from office of Directors. All Directors must be Members of the Neighborhood Association and reside in the Property or such Directors may be authorized representatives, officers, or employees of corporate Members of the Neighborhood Association or designees of the Class B Member. Notwithstanding the foregoing, the Class B Member shall be entitled at any time to waive in writing its right to appoint Directors prior to the Turnover Date as set forth herein and thereafter to vote in elections for Directors in the same manner as other Owners of Residential Units, if applicable.

**Section 7.3 Duration of Office.** A Director designated by the Class B Member may be removed only by the Class B Member in its sole discretion and without any need for a meeting or vote. Except as set forth herein, in the Bylaws or pursuant to applicable law, Members elected to the Board of Directors shall hold office until the next succeeding Annual Member's Meeting, and thereafter until qualified successors are duly elected and have taken office.

**Section 7.4 Vacancies.** The Class B Member shall have the unqualified right to name a successor for any vacancy as to a Director designated, or entitled to be designated, by it, and the Class B Member shall notify the Board of Directors as to the name of the successor Director and of the commencement date for the term of such successor Director. If a Director elected by the general membership shall for any reason cease to be a Director, the remaining Directors so elected may elect a successor to fill the vacancy for the balance of the term.

**Section 7.5 First Board of Directors.** The names and addresses of the Persons appointed to the first Board of Directors by the Class B Member, who shall hold office until their successors are selected and have qualified as set forth under these Articles, the Bylaws and/or applicable provisions of the laws of Florida, are as follows:

Harold Eisenacher	135 San Lorenzo Avenue, Suite 740, Coral Gables, FL 33146
Andres Miyares	135 San Lorenzo Avenue, Suite 740, Coral Gables, FL 33146
Diana Ibarria	135 San Lorenzo Avenue, Suite 740, Coral Gables, FL 33146

## ARTICLE VIII

### BYLAWS

The Board of Directors shall adopt Bylaws consistent with these Articles. Such Bylaws may be altered, amended or repealed in the manner set forth in the Bylaws.



## ARTICLE IX

### AMENDMENTS AND PRIORITY

Section 9.1 Amendment. Prior to the Turnover Date, the Class B Member shall have the right to amend, change, delete or add to these Articles at any time and from time to time as it deems appropriate, without the joinder or consent of any Person whatsoever so long as the same does not materially and adversely affect the rights of Owners or Institutional First Mortgagees. The Class B Member's right to amend under this provision is to be construed as broadly as possible. In the event that the Neighborhood Association shall desire to amend these Articles prior to the Turnover Date, the Neighborhood Association must first obtain the Class B Member's prior written consent to any proposed amendment. After the Turnover Date, these Articles may be amended, changed, deleted or added to upon the affirmative vote of the Owners of at least seventy-five percent (75%) of the Residential Units present in person or by proxy at any Annual Members' Meeting or any special meeting of the Members called for that purpose or who have acted by written response in lieu of a meeting as permitted by the Bylaws; provided that so long as the Developer or its affiliates is the Owner of any Residential Unit affected by these Articles, the Developer's consent must be obtained if such amendment, in the sole opinion of the Developer, adversely affects its interest. Any amendment approved as required hereby shall be transcribed and certified in such form as may be necessary to file the same in the office of the Secretary of State of the State of Florida. A certified copy of the approved amendment shall also be recorded in the public records of Collier County, Florida within thirty (30) days from the date approved.

Section 9.2. Priority. In case of any conflict between these Articles and the Bylaws, these Articles shall control; and in case of any conflict between these Articles and the Declaration, the Declaration shall control.

## ARTICLE X

### INDEMNIFICATION

Section 10.1 Indemnification. The Neighborhood Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a Director, employee, Officer or agent of the Neighborhood Association, against all expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding, unless (a) it is determined by a court of competent jurisdiction, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he or she did not act in good faith or that he acted in a manner he believed to be not in or opposed to the best interest of the Neighborhood Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe his or her conduct was unlawful, and (b) such court further determines specifically that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its

equivalent, shall not, in and of itself, create a presumption that the person did not act in good faith or did act in a manner which he or she believed to be in or opposed to the best interest of the Neighborhood Association, and with respect to any criminal action or proceeding, that he or she had reasonable cause to believe that his or her conduct was unlawful.

Section 10.2 Expenses. To the extent that a Director, Officer, employee or agent of the Neighborhood Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 10.1 of this Article X or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually incurred by him or her in connection therewith. Notwithstanding the foregoing, Neighborhood Association funds will not be used by the Developer to defend a civil or criminal action, administrative proceeding, or arbitration proceeding that has been filed against the Developer or Directors appointed to the Neighborhood Association by the Developer, even when the subject of the action or proceeding concerns the operation of the Developer controlled Neighborhood Association.

Section 10.3 Cumulative. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of Members or otherwise, both as to action in his or her official capacity while holding such office or otherwise, and shall continue as to a person who has ceased to be Director, Officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 10.4 Insurance. The Neighborhood Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee or agent of the Neighborhood Association, or is or was serving at the request of the Neighborhood Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Neighborhood Association would have the power to indemnify him or her against such liability under the provisions of this Article.

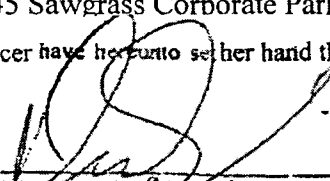
Section 10.5 No Amendment. The provisions of this Article X shall not be amended.

## ARTICLE XI

### REGISTERED AGENT

Until changed, Rad Diaz shall be the registered agent of the Neighborhood Association and the registered office shall be at 1145 Sawgrass Corporate Parkway, Sunrise, Florida 33323.

IN WITNESS WHEREOF, the aforesaid officer have hereunto set her hand this 23 day of July, 2013.

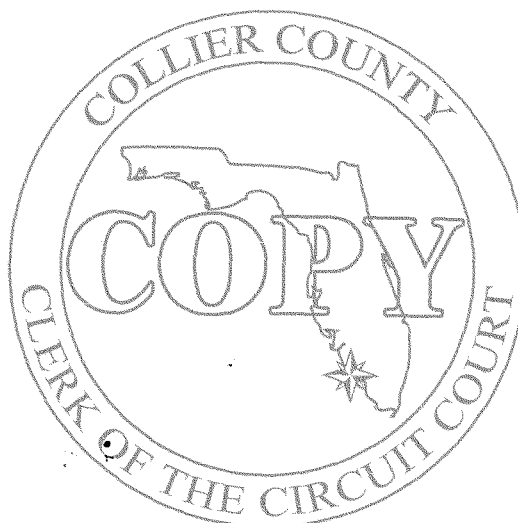
  
Diana Ibarria, Secretary

ACCEPTANCE OF REGISTERED AGENT

Having been named as registered agent to accept service of process for Maple Ridge at Ave Maria Homeowners Association, Inc., at the place designated in this certificate, I hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open.

Dated this 21 day July, 2013.

  
Rod Diaz, Registered Agent



**BYLAWS  
OF  
MAPLE RIDGE AT AVE MARIA HOMEOWNERS ASSOCIATION, INC.**

**Section 1. Identification of Neighborhood Association**

These are the Bylaws of MAPLE RIDGE AT AVE MARIA HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit (the "Neighborhood Association"), the Articles of Incorporation ("Articles") of which were filed in the office of the Secretary of State of the State of Florida. The Neighborhood Association has been organized for the purposes described in the Articles.

1.1 The office of the Neighborhood Association shall be 135 San Lorenzo Avenue, Suite 740, Coral Gables, Florida 33146, and thereafter may be located at any place designated by the Board of Directors.

1.2 The fiscal year of the Neighborhood Association shall be the calendar year.

1.3 The seal of the Neighborhood Association shall bear the name of the Neighborhood Association, the word "Florida" and the words "Corporation Not For Profit."

**Section 2. Definitions**

All capitalized terms used but not otherwise defined herein will have the meaning set forth in that certain Declaration of Covenants, Restrictions and Easements for Maple Ridge at Ave Maria (the "Declaration").

**Section 3. Membership; Members' Meeting; Voting and Proxies**

3.1 The qualification of Members, the manner of their admission to Membership in the Neighborhood Association, the termination of such Membership and the voting rights of Members shall be as set forth in the Articles, the provisions of which are incorporated herein by reference.

3.2 The annual meeting of the Members shall take place at the office of the Neighborhood Association (or at such other place within the State of Florida as may be determined by the Board of Directors and specified in the notice of the meeting) at 2:00 p.m. on the first Thursday in the month of November ("Annual Members' Meeting"). The purpose of the Annual Members' Meeting shall be to elect Directors and transact any other business authorized to be transacted at such meeting.

3.3 Special meeting of the Members shall be held at any place within the State of Florida whenever called by the President or Vice President or by a majority of the Board of Directors. A special meeting must be called by the President or Vice President upon receipt of a written request from the Class B Member and/or the Owners of at least thirty percent (30%) of the Residential Units.

3.4 A written notice of all meetings of Members, whether the Annual Members' Meeting or special meetings, shall be given to each Member at his or her last known address as it then appears on the books of the Neighborhood Association unless specifically waived in writing by a Member prior to the required notification period as set forth below. In the absence of any specific address for a Member, the Neighborhood Association shall use the address of any Residential Unit owned by such Member. Such notice of an Annual Members' Meeting or special meeting shall be mailed to the said address not less than fourteen (14) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the Affidavit of the Person who mailed such notice. The notice shall state the time and place of the meeting and the purpose for which the meeting is called. The notice shall be signed by an officer of the Neighborhood Association or reflect a facsimile of such signature. If a meeting of the Membership, either Annual or special, is one which, by express provision of the Declaration or Articles permits or requires a greater or lesser amount of time for the mailing or posting of notice than is required or permitted by the provision of this Section 3.4, then the aforesaid express provision shall govern. Notwithstanding

any provision herein to the contrary, notice of any Meeting may be waived before, during or after such Meeting, by a Member or by the Person entitled to vote for such Member by signing a document setting forth the waiver of such notice.

3.5 The Members may, at the discretion of the Board of Directors, act by written agreement in lieu of a meeting, provided written notice of the matter(s) to be agreed upon is given to the Members at the addresses and within the time period set forth in Section 3.4 hereof or duly waived in accordance with such section. Prior to the Turnover Date, the decision of the Class B Member shall be binding on all matters described herein. From and after the Turnover Date, unless some greater number is required under the Declaration or Articles, or where otherwise required by law, the affirmative vote of the Owners of a majority of the Residential Units represented at any meeting duly called and at which a quorum is present shall be binding upon the Members. Notice with respect to actions to be taken by written response in lieu of a meeting shall set forth a time period in which the written response is to be received by the Neighborhood Association.

3.6 Prior to the Turnover Date, a quorum for a meeting of the Members shall consist of the Class B Member. From and after the Turnover Date, a quorum for a meeting of the Members shall consist of the Owners of at least thirty percent (30%) of the Residential Units. The Members may join in the action of a meeting by signing and concurring in the minutes thereof and such a signing shall constitute the presence of such parties for the purpose of determining a quorum.

3.7 If any meeting of the Members cannot be organized because a quorum is not in attendance, the Members who are present, either in person or by Proxy, may adjourn the meeting from time to time until a quorum is present. In the case of the meeting being postponed, the notice provisions for the adjournment shall be as determined by the Board of Directors.

3.8 Minutes of all meetings shall be kept in a businesslike manner and available for inspection by the Members at all reasonable times. The Neighborhood Association shall retain minutes for at least seven (7) days subsequent to the date of the meeting the minutes reflect.

3.9 The vote of the Owner(s) of a Residential Unit owned by more than one natural person, as tenants in common, joint tenants (except a husband and wife as tenants by the entirety), a partnership, or any other Neighborhood Association of natural persons, or by a corporation, a trust, or any other entity, shall be cast or otherwise exercised, at all meetings at which Members of the Neighborhood Association are entitled to vote or otherwise act, by one natural person designated by the Owner(s) of such Residential Unit as the "Designated Voter" thereof. In each instance where title to a Residential Unit is proposed to be conveyed or is otherwise to become vested in more than one natural person (except a husband and wife as tenants by the entirety), a partnership, or any Neighborhood Association of natural persons, or a corporation, a trust, or any other entity, the prospective owner(s) shall, by written instrument acceptable to the Neighborhood Association, designate one natural person as the Designated Voter. The instrument designating the Designated Voter shall be filed with the Neighborhood Association, and the person so designated shall be and remain the Designated Voter of the Residential Unit until such designation has been revoked by written instrument executed by the Owner(s) of the Residential Unit or by lawful conveyance of the Residential Unit. The Designated Voter of the Residential Unit shall be the only person entitled to cast or exercise, in person or by proxy as allowed by applicable law, the vote of the Owner(s) of such Residential Unit at any meeting of Members or in connection with any action concerning which Members of the Neighborhood Association shall be required or allowed to vote or otherwise act. Such votes may be cast in person or by Proxy. "Proxy" is defined to mean an instrument containing the appointment of a person who is substituted in the place and stead of the Person entitled to vote. Proxies shall be in writing, must be dated, must state the date, time and place of the meeting for which it was given and must be signed by the Person giving the same and shall be valid only for the particular meeting designated therein and, if so stated in the Proxy, any adjournments thereof. A Proxy must be filed with the Secretary of the Neighborhood Association at least two (2) business days before the appointed time of the meeting in order to be effective. A Proxy automatically expires 90 days after the date of the meeting for which it was originally given. A Proxy may be revoked only by a separate written instrument filed with the Secretary of the Neighborhood Association prior to the time a vote is cast according to such Proxy.

3.10 At meetings of Members, the Chairman of the Board, or in his absence, the President, shall preside, or in the absence of both, the Members present shall select a chairman of the meeting.

3.11 The order of business at annual meetings of Members, and, as far as practical, at other meetings of Members, shall be:

- (i) Calling of the roll and certifying of proxies;
- (ii) Proof of notice of meeting or waiver of notice;
- (iii) Reading or waiver of reading of minutes of previous meeting of Members;
- (iv) Reports of officers;
- (v) Reports of committees;
- (vi) Appointments by Chairman of Inspector of Election;
- (vii) Election of Directors;
- (viii) Unfinished business;
- (ix) New business;
- (x) Adjournment.

3.12 In the event a Member conducts himself in a manner detrimental to the carrying on of the meeting, then the Board of Directors may expel said Member from the meeting by any reasonable means which may be necessary to accomplish said Member's expulsion.

#### **Section 4. Board of Directors**

4.1 The form of administration of the Neighborhood Association shall be by a Board of Directors consisting of not less than three (3) Directors.

4.2 Prior to the Turnover Date, all of the Directors will be appointed by the Class B Member. The Class B Member shall have the right to appoint the Directors by written notice to such effect.

4.3 From and after the Turnover Date, the Board of Directors shall be elected by written ballot by a plurality of the votes cast at the Annual Members' Meeting or special meeting called for that purpose. Proxies may not be used in the election of Directors. No Member shall permit any other person to vote his ballot and any such ballots improperly cast shall be deemed invalid. In the election of Directors by the Members, there shall be appurtenant to each Residential Unit as many votes for Directors as there are Directors to be elected; provided, however, no Member may cast more than one vote for any person nominated as a Director, it being the intent hereof that voting for Directors shall be non-cumulative. Although there will be no quorum requirement in the election of Directors by the Members, Owners of at least twenty percent (20%) of the Residential Units must cast a ballot in order to have a valid election of a Director by the Members. A Director elected by the Members shall hold office until the next succeeding annual meeting of Members, and thereafter until qualified successors are duly elected and have taken office, unless removed in the manner elsewhere herein provided or as provided by law. Vacancies on the Board of Directors may be filled, to expire on the date of the next annual meeting, by the remaining Directors. If the remaining Directors fail to fill any vacancies on the Board of Directors sufficient to constitute a quorum pursuant to Section 8.2 hereof, any Member may give notice of the Member's intent to apply to the circuit court within whose jurisdiction the Neighborhood Association lies for the appointment of a receiver to manage the affairs of the Neighborhood Association in accordance with Chapter 720.3053, Florida Statutes. If the Neighborhood Association fails to fill such vacancy(ies) within thirty (30) days after receipt of such statutory notice, the Member may proceed with such petition.

4.4 Any person elected or designated as a Director shall have all the rights, privileges, duties and obligations of a Director of the Neighborhood Association.

4.5 The term of each Director's service shall extend until the next Annual Members' Meeting and thereafter, until his or her successors is duly elected and qualified or until he is removed.

4.6 A Director designated by the Class B Member as provided in the Articles may be removed only by the Class B Member in its sole discretion and without any need for a meeting or vote. The Class B Member shall have the unqualified right to name a successor for any Director designated and thereafter removed by it or for any vacancy as to a Director designated, or entitled to be designated, by it, and the Class B Member shall notify the Board of Directors as to any such removal or vacancy and the name of the successor Director and of the commencement date for the term of such successor Director.

4.7 The organizational meeting of any newly elected Board of Directors shall be held within ten (10) days of the Annual Members' Meeting or special meeting held for the purpose of electing Directors at such place and time as shall be fixed by the Directors at the Annual Members' Meeting or such special meeting. No further notice of the organizational meeting shall be necessary.

4.8 Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of Directors. Special meetings of the Board of Directors may be called at the discretion of the President or the Vice President of the Neighborhood Association. Special meetings must be called by the Secretary at the written request of one-third (1/3) of the Directors.

4.9 Notice of the time and place of regular and special meetings of the Board of Directors, or adjournments thereof, shall be given to each Director personally or by mail, telephone or telegraph at least three (3) days prior to the day specified for such meeting and shall be posted in a conspicuous place in the Property at least 48 hours in advance, except in an emergency. Written notice of each board meeting must be mailed, delivered or electronically transmitted to each Member at least fourteen (14) days before the meeting. Evidence of compliance with this 14-day notice shall be made by an affidavit executed by the person making notice and filed upon execution among the official records of the Neighborhood Association. Assessments may not be levied at a meeting of the Board of Directors unless the notice of the meeting includes a statement that Assessments will be considered and the nature of the Assessments is described. Rules that regulate the use of the Property may not be adopted, amended or revoked at a board meeting unless the notice includes a statement that changes to the rules regarding the use of the Property will be considered at the meeting. Any Director may waive notice of the meeting before, during or after a meeting and such waiver shall be deemed equivalent to the receipt of notice by such Director.

4.10 Quorum of the Board of Directors shall consist of the Directors entitled to cast a majority of the votes of the entire Board of Directors. A Director may join in the action of the meeting of the Board of Directors by signing the minutes thereof, and such signing shall constitute the presence of such Director for the purpose of determining a quorum. Matters approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the official acts of the Board of Directors, except as specifically provided otherwise in the Declaration, the Articles or herein. If at any meetings of the Board of Directors there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted. In the case of the meeting being postponed, the notice provisions for the adjournment shall be as determined by the Board of Directors.

4.11 The presiding officer at Board of Directors meetings shall be the President. In the absence of the President, the Directors present shall designate any one of their number to preside.

4.12 Prior to the Turnover Date, Directors' fees, if any, shall be determined by the Class B Member. From and after the Turnover Date, Directors' fees, if any, shall be determined by the vote of a majority of the Members.

4.13 Minutes of all meetings shall be kept in a businesslike manner and shall be available for inspection by Members and Directors at all reasonable times. A vote or abstention from voting on each matter voted upon for each Director present must be recorded in the minutes.

4.14 The Board of Directors shall have the power to appoint executive committees consisting of not less than two (2) Directors. Executive committees shall have and exercise such powers of the Board of Directors as may be delegated to such executive committee by the Board of Directors.

4.15 Unless the Board of Directors holds a meeting with its attorney with respect to proposed or pending litigation where the contents of the discussion would be governed by the attorney-client privilege, meetings of the Board of Directors shall be open to all Members. The foregoing shall also apply to meetings of any committee of other similar body when a final decision will be made regarding the expenditure of Neighborhood Association funds and to meetings of any body vested with the power to approve or disapprove architectural decisions with respect to a Residential Unit. With respect to a matter placed on the agenda by petition of the voting interests, a Member who places his or her name on a sign-up sheet designed for such purpose (or otherwise makes a written request in a manner proscribed by the Board of Directors) may speak for no more than 3 minutes at the meeting. In all other events, the Members shall not be entitled to participate in the meeting, but shall only be entitled to act as observers. In the event a Member not serving as a Director or not otherwise invited by the Directors to participate in the meeting attempts to become more than a mere observer at the meeting or conducts himself in a manner detrimental to the carrying on of the meeting, then any Director may expel said Member from the meeting by any reasonable means which may be necessary to accomplish said Member's expulsion. Also, any Director shall have the right to exclude from any meeting of the Board of Directors any person who is not able to provide sufficient proof that he is a Member or a duly authorized representative, agent or Proxy holder of a Member, unless said person has been specifically invited by any of the Directors to participate in such meeting. Subject to the limitations set forth herein and in Florida Statutes Chapter 720, the Neighborhood Association, in its own discretion, may adopt written, reasonable rules governing the frequency, duration, and other manner of Member and Owner statements.

4.16 Subject to the provisions of applicable law, any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if a written consent, specifically setting forth the action to be taken, shall be signed by all the Directors entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of Directors.

4.17 If twenty percent (20%) of the total voting interests petition the Board of Directors to address an item of business, the Board shall at its next regular meeting or at a special meeting, but not later than 60 days after the receipt of the petition, take the petitioned item up on the agenda. Other than addressing the petitioned item at the meeting, the Board is not obligated to take any other action requested by the petition.

## **Section 5. Powers and Duties of the Board of Directors**

5.1 All of the powers and duties of the Neighborhood Association shall be exercised by the Board of Directors. Such powers and duties of the Board of Directors shall include, but not be limited to, all powers and duties set forth in the Declaration and Articles, as well as all of the powers and duties of a director of a corporation not for profit.

5.2 Assessments shall be collected by the Neighborhood Association in payments made directly to it by each Owner as set forth in the Declaration. The Board of Directors shall be empowered to levy fines and late fees in order to effectuate the enforcement of the provisions of the Declaration and the timely payment of all Assessments levied thereunder.



**Section 6. Officers of the Neighborhood Association**

6.1 The Officers of the Neighborhood Association shall be the President, who shall be a Director, one or more Vice Presidents, a Treasurer, a Secretary and, if the Board of Directors so determines, an Assistant Secretary and an Assistant Treasurer, all of whom shall be elected annually as set forth in the Articles. Any officer may be removed without cause from office by vote of the Directors at any meeting of the Board of Directors. The Board of Directors shall, from time to time, elect such other officers and assistant officers and designate their powers and duties as the Board of Directors shall find to be required to manage the affairs of the Neighborhood Association. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Vice President may not be held by the same person, nor will the office of President and Secretary or Assistant Secretary be held by the same person.

6.2 The President shall be the chief executive officer of the Neighborhood Association. (S)he shall have all of the powers and duties which are usually vested in the office of the President of an Neighborhood Association or a corporation not for profit, including, but not limited to, the power to appoint such committees at such times from among the Members as he may in his discretion determine appropriate to assist in the conduct of the affairs of the Neighborhood Association. If in attendance, the President shall preside at all meetings of the Board of Directors.

6.3 In the absence or disability of the President, a Vice President shall exercise the powers and perform the duties of the President. The Vice President(s) shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board of Directors. In the event there shall be more than one Vice President elected by the Board of Directors, then they shall be designated "First," "Second," etc. and shall exercise the powers and perform the duties of the presidency in such order.

6.4 The Secretary, when in attendance, shall cause to be kept the minutes of all meetings of the Board of Directors and the Members, which minutes shall be kept in a businesslike manner and shall be available for inspection by Members and Directors at all reasonable times. (S)he shall have custody of the seal of the Neighborhood Association and shall affix the same to instruments requiring a seal which duly signed, he shall keep the records of the Neighborhood Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of the Neighborhood Association as may be required by the Board of Directors or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent and shall assist the Secretary.

6.5 The Treasurer shall have custody of all of the property of the Neighborhood Association, including funds, securities and evidences of indebtedness. (S)he shall keep the assessment rolls and accounts of the Members; he shall keep the books of the Neighborhood Association in accordance with good accounting practices; and he shall perform all of the duties incident to the officer of Treasurer. The Assistant Treasurer, if any, shall perform the duties of the Treasurer whenever the Treasurer is absent and shall assist the Treasurer.

6.6 The compensation, if any, of all Officers and Directors of the Neighborhood Association shall be fixed by the Board of Directors. This provision shall not preclude the Board of Directors from employing a Director or an Officer as an employee of the Neighborhood Association or preclude the contracting with a Director or an Officer for the management of the Neighborhood Common Area.

## **Section 7. Accounting Records; Fiscal Management**

7.1 The Neighborhood Association shall maintain accounting records in accordance with good accounting practices, and as required by Florida Statutes Section 720.303(7). Such records shall be open to inspection by Members and Institutional First Mortgagees or their respective authorized representatives at reasonable times and places. Such authorization as a representative of a Member must be in writing and signed by the person giving the authorization and dated within sixty (60) days of the date of the inspection. Written summaries of the accounting records shall be available at least annually to the Members.

7.2 The Board of Directors shall adopt an annual Budget of the anticipated costs of performing all of the functions of the Neighborhood Association (the "Common Expenses") for the forthcoming calendar year (the fiscal year of the Neighborhood Association being the calendar year) at a special meeting of the Board of Directors ("Budget Meeting") called for that purpose. The Budget must set out separately all fees or charges for recreational amenities, whether owned by the Neighborhood Association, the Developer, or another person. If required by applicable law, the Neighborhood Association shall provide each Member with a copy of the Budget or a written notice that a copy of the Budget is available upon request at no charge to the Member. The copy of the Budget or notice of availability thereof shall be deemed furnished upon its delivery or upon its being mailed to the Member at the address for giving notices to such Member as provided in Section 3.4 hereof. In the event a notice of availability is sent, the Budget must be available for photocopying by Members or their authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for access. Notwithstanding the foregoing, except as otherwise provided by applicable Florida law, the failure to deliver a copy of the Budget to each Member shall not affect the liability of any Member for any Assessment nor will the delivery of a copy of such Budget be a condition precedent to the effectiveness of such Budget or the Assessments levied pursuant thereto. Moreover, except to the extent otherwise provided by applicable Florida law, nothing contained herein shall be construed as a limitation upon an additional Assessment in the event that any Budget adopted by the Board of Directors shall appear to be insufficient to pay the costs and expenses of the operation and management of the Neighborhood Association or in the event of any emergency; provided, however, at least twenty (20) days prior to the effective date of any change in the amount of Assessments, the Neighborhood Association shall send written notice of the new Assessment amount and the due date(s) thereof to each Member.

7.3 In administering the finances of the Neighborhood Association, the following procedures shall govern: (i) the fiscal year shall be the calendar year; (ii) any income received by the Neighborhood Association in any calendar year may be used by the Neighborhood Association to pay expenses incurred in the same calendar year; (iii) there shall be apportioned between calendar year on a pro rata basis any expenses which are prepaid in any one calendar year for Common Expenses which cover more than such calendar year; (iv) Assessments shall be made in amounts no less than are required to provide funds in advance for payment of all of the anticipated current Common Expenses and for all unpaid Common Expenses previously incurred; and (v) items of Common Expenses incurred in a calendar year shall be charged against income for the same calendar year regardless of when the bill for such expenses is received. Notwithstanding the foregoing, the Assessments for Common Expenses and any periodic installments thereof shall be of sufficient magnitude to insure an adequacy and availability of cash to meet all budgeted expenses in any calendar year as such expenses are incurred in accordance with the cash basis method of accounting.

7.4 All Assessments shall be payable as provided for in the Declaration.

7.5 No Board of Directors shall be required to anticipate revenue from Assessments or expend funds to pay for Common Expenses not budgeted or which shall exceed budgeted items, and no Board of Directors is required to engage in deficit spending. Should there exist any deficiency which results from there being greater Common Expenses than monies from Assessments, then such deficits shall be carried into the next succeeding year's Budget as a deficiency or shall be the subject of an adjustment to the applicable Assessments; provided, however, at least twenty (20) days prior to the effective date of any change in the amount of Assessments, the Neighborhood Association shall send written notice of the new Assessment amount and the due date(s) thereof to each Member.

7.6 The depository of the Neighborhood Association shall be such bank or banks as shall be designated from time to time by the Board of Directors in which the monies of the Neighborhood Association shall

be deposited. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Board of Directors.

7.7 Within ninety (90) days after the end of the prior fiscal year, the Neighborhood Association shall prepare an annual financial statement (which must show the actual receipts and expenditures by classification and the beginning and ending cash balances of the Neighborhood Association) for the immediately preceding fiscal year in the manner required by applicable law. If required by applicable law, within twenty-one (21) days after such financial statement is completed, but not later than one hundred twenty (120) days after the end of the applicable fiscal year, the Neighborhood Association shall provide each Member with a copy of the report or statement or a written notice that a copy thereof is available upon request at no charge to the Member. The copy of the report or statement or notice of availability thereof shall be deemed furnished upon its delivery or upon its being mailed to the Member at the address for giving notices to such Member as provided in Section 3.4 hereof. In the event a notice of availability is sent, the report or statement must be available for photocopying by Members or their authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for access. Any Institutional First Mortgagee, upon written request therefor, shall receive such financial report or statement of the Neighborhood Association for the prior fiscal year without charge.

#### **Section 8. Books and Papers**

8.1 The books, records, financial statements and papers of the Neighborhood Association shall be maintained within the State of Florida and, to the extent required by applicable law, will be subject to the inspection of any Member of the Neighborhood Association. If the Neighborhood Association has a photocopy machine available where the records are maintained, it must provide Owner with copies of requested documents if the entire request is limited to no more than 25 pages. Subject to the limitations set forth in Florida Statutes Section 720.303(5), the Neighborhood Association may adopt reasonable written rules governing the frequency, time, location, notice and manner of such inspections and may impose fees to cover the costs of providing copies.

8.2 If required by applicable law, the Neighborhood Association shall maintain each of the following items, when applicable, which constitute the official records of the Neighborhood Association:

(a) Copies of any plans, specifications, permits, and warranties related to improvements constructed on the Neighborhood Common Area or other property that the Neighborhood Association is obligated to maintain, repair, or replace.

(b) A copy of the Bylaws and of each amendment thereto.

(c) A copy of the Articles and of each amendment thereto.

(d) A copy of the Declaration and a copy of each amendment thereto.

(e) A copy of the current Rules and Regulations of the Neighborhood Association.

(f) The minutes of all meeting of the Board of Directors and of the members, which minutes must be retained for at least seven (7) years.

(g) A current roster of all Members and their mailing addresses and Residential Unit identifications.

(h) All of the Neighborhood Association's insurance policies or a copy thereof, which policies must be retained for at least seven (7) years.

(i) A current copy of all contracts to which the Neighborhood Association is a party, including, without limitation, any management agreements, lease, or other contract under which the Neighborhood Association has any obligation or responsibility. Bids received by the Neighborhood Association for work to be performed must also be considered official records and must be kept for a period of one (1) year.

(j) The financial and accounting records of the Neighborhood Association shall 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:

- (1) Accurate, itemized, and detailed records of all receipts and expenditures.
- (2) 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.
- (3) All tax returns, financial statements, and financial reports of the Neighborhood Association.
- (4) Any other records that identify, measure, record, or communicate financial information.

(k) A copy of the disclosure summary described in Section 720.401(1).

(l) All other written records of the Neighborhood Association not specifically included in the foregoing which are related to the operation of the Neighborhood Association.

8.3 To the extent permitted under applicable Florida law, the Neighborhood Association may adopt reasonable rules governing the frequency, time, location, notice, and manner of such inspections, and may impose fees to cover the costs of providing copies of the official records, including, without limitation, the costs of copying.

#### **Section 9. Rules and Regulations**

The Board of Directors may adopt Rules and Regulations or amend, modify or rescind existing Rules and Regulations for the operation and use of the Property, including the Neighborhood Common Area; provided such Rules and Regulations are not inconsistent with the Declaration or the Articles. To the extent required by applicable law, copies of any Rules and Regulations promulgated, modified, amended or rescinded shall be mailed or delivered to all Members at the address for giving notices to such Member as provided in Section 3.4 hereof and shall not take effect until forty-eight (48) hours after such mailing or delivery. Notwithstanding the foregoing, where Rules and Regulations are to regulate the use of specific portions of the Neighborhood Common Area such rules and regulations may be conspicuously posted at such facility and such rules and regulations shall be effective immediately upon such posting.

#### **Section 10. Architectural Review Committee**

10.1 The ARC shall initially be composed of three (3) persons, all appointed by the Developer, who may also be then serving as Directors of the Neighborhood Association. When the Developer no longer has a right to appoint all of the Directors, the ARC shall be increased to five (5) persons. Except for those appointed by the Developer, and as otherwise provided below, no member of the ARC shall simultaneously serve as a Director. Whenever possible and practical, at least one (1) member of the ARC should be an architect, general contractor, or other person with professional expertise in building, landscaping, or architectural design.

10.2 The members of the ARC shall be appointed (or reappointed) by the Board of the Neighborhood Association to serve terms of one (1) year beginning on January 1 of each year. If a mid-term vacancy occurs for any reason, the Board shall appoint a successor to fill the unexpired term. Members of the ARC, once appointed, may be removed only by vote of a majority of all the voting interests of the Members, and not by the Officers and Directors.

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

10.4 The ARC shall meet at least once annually and otherwise at the call of its Chairman as necessary to carry out its duties and functions. Meetings shall be noticed and conducted with the same formalities and notice requirements as required for Board meetings, unless otherwise permitted by law. Written notice of all meetings shall be provided to each member of the Neighborhood Association at least one (1) week in advance, and any Owner having an interest in any business before the ARC who wishes to appear and be heard before the ARC may do so, subject to reasonable rules adopted by the ARC governing the frequency, duration, subject matter and procedures for Owner participation.

10.5 A majority of the members of the ARC present in person at any duly called meeting shall constitute a quorum. All questions, however, shall be decided by a majority vote of the entire ARC. Where a question involves proposed changes to a Residential Unit owned by a committee member, that member shall be disqualified from participation in the proceeding and that person's place shall be taken by the then President of the Neighborhood Association. If a proposed change is not approved, the reasons for disapproval shall be stated in writing and delivered to the Owner within a reasonable period of time after the decision is made. Minutes of all meetings of the ARC shall be kept in a business-like manner, and shall be available at reasonable times for inspection or photocopying by any Owner. Copies of the plans and specifications for all approved changes and construction shall be kept as part of the Neighborhood Association official records for at least five (5) years.

#### **Section 11. Parliamentary Rules**

The then latest edition of Robert's Rules of Order shall govern the conduct of meetings of this Neighborhood Association when not in conflict with the Declaration, the Articles, or these Bylaws.

#### **Section 12. Amendments of the Bylaws**

Prior to the Turnover Date, the Class B Member shall have the right to amend, change, delete or add to these Bylaws at any time and from time to time as it deems appropriate, without the joinder or consent of any Person whatsoever so long as the same does not materially and adversely affect the rights of Owners or Institutional First Mortgagees. The Class B Member's right to amend under this provision is to be construed as broadly as possible. In the event that the Neighborhood Association shall desire to amend these Bylaws prior to the Turnover Date, the Neighborhood Association must first obtain the Class B Member's prior written consent to any proposed amendment. After the Turnover Date, these Bylaws may be amended, changed, deleted or added to upon the affirmative vote of the Owners of at least seventy-five percent (75%) of the Residential Units present in person or by proxy at any Annual Members' Meeting or any special meeting of the Members called for that purpose or who have acted by written response in lieu of a meeting as permitted hereby; provided that so long as the Developer or its affiliates is the Owner of any Residential Unit affected by these Articles, the Developer's consent must be obtained if such amendment, in the sole opinion of the Developer, adversely affects its interest. Any amendment approved as required hereby shall be transcribed and shall be filed and/or maintained in the records of the Neighborhood Association to the extent required by applicable law.

#### **Section 13. Voting in Master Association Matters**

Votes of the Neighborhood Association Members with respect to Master Association matters shall be cast by the Neighborhood Voting Representative (as that term is defined in the Master Association Declaration).

#### **Section 14. Interpretation**

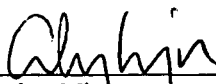
In the event of a conflict between the Bylaws and the provisions of the Articles and/or the Declaration, the provision in the Articles and/or Declaration shall control.

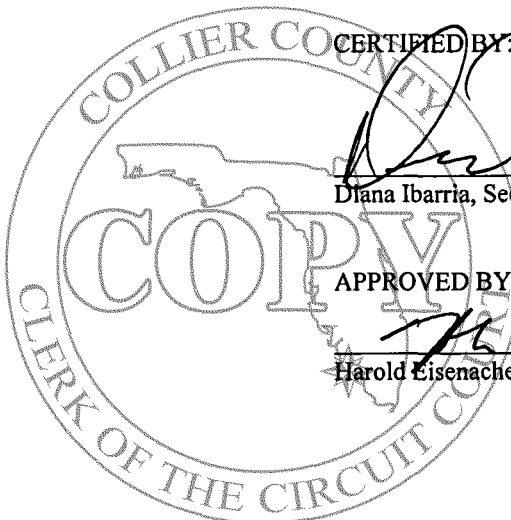


The foregoing Bylaws of Maple Ridge at Ave Maria Homeowners Association, Inc. have been adopted by all of the Directors of Maple Ridge at Ave Maria Homeowners Association, Inc.

Dated: July 19, 2013

  
Diana Ibarria

  
Harold Eisenacher

  
Andres Miyares

  
CERTIFIED BY:  
  
Diana Ibarria, Secretary  
APPROVED BY:  
  
Harold Eisenacher, President