

**DECLARATION
OF
RESTRICTIVE COVENANTS
FOR
EDEN AT THE STRAND**

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DECLARATION OF RESTRICTIVE COVENANTS
FOR EDEN AT THE STRAND

THIS DECLARATION is made on this 4th day of June, 1999, by Apple Development Corporation, a Florida corporation (hereinafter called "Developer"), and The Strand, Ltd., a Florida limited partnership, (hereinafter called "Joined Owner").

WHEREAS, Developer is the owner of a development of land called Eden At The Strand, part of Tract 17, Pelican Strand Replat-1B, Collier County, Florida, (the property described in "Exhibit 1" hereto), which Developer plans to sell as single family zero lot line lots and villas subject to restrictions of record, the The Strand Master Property Owners Association, Inc., the Declaration of Neighborhood Covenants for The Strand Development Corporation of Naples, Inc., and those restrictions set forth in this Declaration of Restrictive Covenants; and

WHEREAS, Joined Owner has an ownership interest in property described in "Exhibit 1";

WHEREAS, Developer wants to: (i) assure that a general plan of development is adhered to; (ii) establish certain continuing relationships in the form of mutual rights and obligations between persons who acquire ownership of homes developed in Eden At The Strand and their respective successors; and (iii) protect, preserve and enhance the value of Eden At The Strand and the homes therein. Developer has determined that this Declaration, establishing certain restrictions and conditions in the form of covenants running with the land shall be binding upon, enforceable against and inure to the benefit of all such present and future owners of property developed within Eden At The Strand and shall run with title to the land hereby and hereafter subjected to this Declaration.

WHEREAS, Joined Owner desires to join in this Declaration so as to submit all the real property described in "Exhibit 1" to this Declaration; however, Joined Owner shall not be responsible for any obligation, responsibility or assessment whatsoever created under this Declaration, but joins solely for the purpose of subjecting the Property to the terms and conditions of this Declaration.

NOW, THEREFORE, Declarant and Joined Owner hereby declare that all of the properties and title to the property in "Exhibit 1" including, but not limited to, all homes and homesites (as herein defined) now and hereafter existing thereon shall be held, sold, encumbered, conveyed and used subject to the following Declaration terms and conditions as enforceable covenants running with the land and as easements, restrictions, and conditions which are for the

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covenants running with the land and as easements, restrictions, and conditions which are for the purpose of protecting the value and desirability of the properties in "Exhibit 1", and which shall be binding on all parties having any right, title or interest in the properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of such Owners thereof.

ARTICLE I DEFINITIONS

The following terms when used in this Declaration shall have the following meanings.

- a) "Articles" means the Articles of Incorporation of the Association, as hereinafter defined.
- b) "Association" means and refers to the Eden At The Strand Homeowners' Association, Inc., a non-profit corporation organized and existing under the laws of the State of Florida.
- c) "Board" means the Board of Directors of the Association.
- d) "By-Laws" means the By-Laws of the Association.
- e) "Common Assessment or Expenses" means the actual and estimated costs of: maintenance, management, operation, repair and replacement of the common properties (including unpaid special assessments, as subsequently defined) including those costs not paid by the owner responsible for payment; costs of maintaining individual lots including mowing and landscaping, the costs of any and all commonly metered utilities, and other commonly metered charges for the common properties; costs related to any guardgate or gatehouse and security; costs of management and administration of the Association, including, but not limited to, compensation paid by the Association to managers, accountants, attorneys and other employees; the costs of all landscaping, gardening and other services benefiting the common properties, and all facilities thereon including any wetland and conservation areas, upland buffer zones and surface water management systems; the costs of fire, casualty and liability insurance, worker's compensation insurance, and other insurance covering the common properties; the costs of bonding of the members of the Association management body; taxes paid by the Association, including any property taxes for the common properties; amounts paid by the Association for discharge of any lien or encumbrance levied against the common properties, or portions thereof; and the costs of any other expenses incurred by the Association for any reason whatsoever in connection with the common properties or for the benefit of the owners.
- f) "Common Properties" means and refers to those portions of the property other than the homesites referred to herein.
- g) "First Mortgagee" means and refers to an Institutional Lender, as hereafter defined,

which holds a first mortgage encumbering a homesite or home, as hereinafter defined, and which has notified the Association in writing that it holds the same.

- h) "Home" means each one of the individual residences intended for use by a single family which is constructed on a homesite, and includes zero lot line villas.
- i) "Homesite" means and refers to each of the lots depicted on Exhibit "1" which are intended to be used as the site of a home and title to which is to be conveyed to private owners. The term includes both the homesite and home built thereon as the context dictates.
- j) "Institutional Lender" means and refers to a commercial or savings bank, savings and loan association, mortgage company, life insurance company, licensed mortgage company, pension fund, or business trust, including, but not limited to, a real estate investment trust, or any assignee of a loan made by any such lender, including but not limited to FNMA or FHLMC, or any private or governmental institution which has insured the loan of the lender or any combination of the foregoing entities.
- k) "Joined Owner" shall mean The Strand Development Corporation of Naples, Inc., a Florida corporation, its successors or assigns. For purposes of this Declaration, Joined Owner shall not be considered an Owner, as such term is defined herein, and Joined Owner shall have no responsibility for obligations or assessments whatsoever pursuant to the terms of this Declaration.
- l) "Master Association" shall mean and refer to The Strand Master Association.
- m) "Master Declaration" shall mean and refer to the Declaration of General Covenants, Conditions and Restrictions recorded in O.R. Book 2292, Page 1637, of the Public Records of Collier County, Florida as amended.
- n) "Neighborhood Association" shall be given the meaning in Paragraph 2 of the Master Declaration.
- o) "Neighborhood Covenants" shall mean and refer to the Declaration of Neighborhood Covenants recorded in O.R. Book 2333, Page 885, Public Records of Collier County, Florida.
- p) "Neighborhood Representative" shall be given the meaning in Paragraph 2.31 of the Master Declaration.
- q) "Notice" means and refers to:
 - (1) Written notice delivered personally or mailed to the last known address of the intended recipient, in the manner set forth herein; or
 - (2) Notice published at least once each week for two consecutive weeks in a

newspaper having a general circulation in Collier County, Florida; or

- (3) Notice given in any other manner provided in the By-Laws of the Association.

o) Owner" means and refers to the record owner, whether one or more persons or entities, of the fee simple title to any homesite within any portion of the property, but shall not mean or refer to any holder of a mortgage encumbering a homesite unless and until such holder has acquired title thereto pursuant to foreclosure or any proceeding or conveyance in lieu of foreclosure.

ARTICLE II OWNER'S PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of ingress and egress and of use and enjoyment in, to and over the common properties which shall be appurtenant to and shall pass with title to said owner's homesite, subject to the following provisions:

- (a) The right of the Association to establish uniform rules and regulations pertaining to the use of the common properties and any entry gate for the Association, and to landscape and maintain yards of homes, including mowing, and to paint, maintain and repair the exterior of homes.
- (b) The right of the Association in accordance with its Articles of Incorporation and By-Laws and this Declaration, with the vote or written consent of two-thirds (2/3) of the members (excluding therefrom the votes of Developer) to borrow money for the purpose of improving the common properties, subject to the other provisions of this Declaration, to mortgage, pledge, or hypothecate any or all of the real or personal property owned by it, as security for money borrowed or debts incurred, provided that the Developer consents to same so long as it remains a member. Provided further that the right of any such mortgagee shall be subordinate to the use and enjoyment rights of the owners herein.
- (c) Subject to the other provisions of this Declaration, the right of the Association to dedicate, release, alienate or transfer all or any part of the common properties to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication, release, alienation or transfer shall be effective without the consent thereto of the Developer so long as it remains a member.
- (d) The right of the Developer (and its sales agents, customers and representatives) to the non-exclusive use of the common properties

without charge for sales, display, access, ingress, egress and exhibition purposes.

Section 2. Delegation of Use. Any owner may extend or delegate in accordance with the By-Laws, his or her right of enjoyment to the common properties and facilities to the members of their family, or to his or her guests and tenants who reside in his or her home, subject to reasonable regulation by the Board.

Section 3. Easements for Pedestrian and Vehicular Traffic. In addition to the general easements for use of the common properties reserved herein, there shall be, and Developer hereby reserves and covenants for itself with respect to all portions of the property and for and on behalf of all future owners within Eden At The Strand, that Developer and each owner shall have a nonexclusive easement appurtenant to his homesite, for pedestrian and vehicular traffic over any drive within the common properties subject any entry gate and regulations pertaining to it.

Section 4. Waiver of Use. No owner may exempt himself from personal liability for assessments duly levied by the Association, or release the homesite owned by him from the liens and charges thereof, by waiver of the use and enjoyment of the common properties or by abandonment of his homesite.

Section 5. Title to the Common Properties. When title to all homesites which will be developed by Developer within Eden At The Strand has been conveyed by Developer to purchasers thereof, or on December 31, 2004, whichever first occurs, or sooner at the option of the Developer and Joined Owner, the Developer or Joined Owner shall convey to the Association the fee simple title to the common properties and the Association shall accept such conveyance, and the members other than Developer and Joined Owner can elect all Directors. The Developer or Joined Owner, and thereafter the Association, shall hold title to the common properties for the benefit of those persons entitled to use same under the provisions hereof.

Section 6. Association Access. The Association and Master Association has legal access and an easement including for ingress and egress over any lot to and for telephone, cable television, utilities including water, sewer and electricity, water management and drainage serving Eden at the Strand homes and homesites including for installation, maintenance, servicing and repair of said facilities, and to mow lawns and landscape homes and to paint, maintain and make repairs to the exterior of homes and driveways.

Section 7. Master Association Access. The Master Association shall be granted those applicable access rights, easement rights and other such rights as are set forth in the Master Declaration.

Section 8. Easements for Installation and Maintenance of Utilities and any Drainage Facilities. No structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities and any drainage facilities established under the Master Declaration, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements.

ARTICLE III
MEMBERSHIP IN ASSOCIATION

Every owner of a homesite, including the Developer, shall be a member of the Association, and an owner shall have one membership in the Association for each homesite owned. Membership in the Association shall not be assignable, except to the successor in interest of the owner's homesite, and every membership of an owner in the Association shall be appurtenant to and inseparable from ownership of his homesite. Ownership of such homesite shall be the sole qualification of an owner for membership in the Association.

ARTICLE IV
VOTING RIGHTS

There shall be one class of members in the Association. The voting rights of such members and the manner in which such votes shall be cast shall be as set forth in the Articles and By-Laws of the Association.

Notwithstanding anything to the contrary contained in the Articles, By-Laws or this Declaration, the Developer shall have the right to appoint the Board of Directors of the Association until the first to occur of the following events: (i) until three (3) months after Developer has conveyed title to 90 percent of the homesites within the property; or (ii) at any time that Developer voluntarily permits, or takes action which will permit, members other than themselves to elect the Board, or (iii) when the conditions in Article II, Section 5 are satisfied. The occurrence of the foregoing is hereafter called "turnover". The Developer is entitled to appoint one Director so long as it owns at least 5 percent of the Association lots and wants to appoint a Director.

In matters pertaining to the Master Association and as more fully provided in the Master Declaration, the Board of Eden at the Strand Homeowners' Association shall comply with the terms of the Master Declaration and the Master Association By-Laws regarding the voting procedures at all member meetings of the Master Association and for voting on behalf of the Association the number of votes as provided in the said Master Declaration.

The Eden at the Strand Homeowners' Association shall elect one (1) member who shall serve as a Neighborhood Representative to the Master Association. The Eden at the Strand Neighborhood Representative shall be elected at the Annual Meeting of the Eden at the Strand Homeowners' Association as specified in the Master Declaration.

ARTICLE V
COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation of Assessments. The Developer hereby covenants and each owner of a homesite, by acceptance of a deed thereto, excluding Joined Owner, is deemed to covenant and agree to pay the Association the following:

- (a) Common assessments or expenses;
- (b) Special assessments for capital improvements and other special assessments; and
- (c) Annual or special additional homesite assessments or charges. Such assessments are to be established and collected as hereinafter provided.

All such assessments, together with interest thereon and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the homesite against which such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof, including reasonable attorneys' fees, when delinquent, shall also be the personal obligation of the person or entity owning such homesite at the time when the assessment became due, and his successor in interest if unpaid. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or by abandonment, or otherwise. The Association shall collect all assessments and other sums due the Master Association as required of it by the Master Association. The Association shall remit the assessments to the Master Association pursuant to such procedures as may be adopted by the Master Association. Assessments due the Master Association by the Association shall be a common expense of the Association.

Section 2. Common Assessments.

- (a) Purpose of Assessments. The common assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the property and, in particular, for Master Association fees, assessments and charges, payment of employees, Association utilities, insurance and landscaping, the maintenance, operation and replacement of the common properties, to mow, landscape and maintain yards of homes, to paint, maintain and repair the exterior of homes including roofs and driveways, operation of any entry gate, operation of the surface water management system, and for any purposes authorized by the Bylaws, Articles of Incorporation, this Declaration and action properly authorized by the Board of Directors.
- (b) Basis for Assessments. Homesites. Each homesite owner shall be assessed at a uniform rate which is the fraction with a numerator one and a denominator equal to the number of homesites permitted in Eden At The

Strand.

- (c) Method of Assessments. By a vote of a majority of the Board of Directors of the Association, the Board shall fix the annual assessments upon the basis provided above; provided however, that the annual assessments shall be sufficient to meet the obligations imposed by the Declaration. The Board shall set the date or dates such assessments shall become due.

The Board may provide for collection of assessments annually or in monthly, quarterly or semi-annual installments, provided however, that upon default in the payment of any one or more installments, the entire balance of said assessment for the year may be accelerated at the option of the Board and be declared due and payable in full.

Section 3. Special Assessment for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the common properties, or upon the exterior of homes, including yards, driveways, fixtures and personal property related thereto, provided that any such special assessment shall have the assent of the majority of the votes of the members voting in person or by proxy at a special meeting duly called for such purpose. In addition, the Association may levy a special assessment in the same manner as hereinabove described for the purpose of defraying, in whole or in part, the cost of any unusual or emergency matters that affect all of the members of the Association.

Section 4. Assessments of the Master Association. The Association shall collect all assessments and other sums due the Master Association as required of it by the Master Association. The Association shall remit the Assessments to the Master Association pursuant to such procedures as may be adopted by the Master Association.

Section 5. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence with respect to the assessable homesites on the day of conveyance of the first homesite to an owner who is not the Developer. The initial annual assessment on any assessable homesite shall be collected at the time of closing when title to said homesite is conveyed to the owner. During the initial year of ownership, each owner shall be responsible for the full prorata share of the annual assessment charged to the owner's homesite.

Section 6. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate of 18 percent per annum. The Association may bring an action at law against the owner personally obligated to pay the same and foreclose the lien against the homesite for the amount due plus interest, costs and reasonable attorneys' fees. Each owner, by his acceptance of a deed to a homesite, hereby expressly vests in the Association the right and power to bring all actions against such owner personally for the collection of such assessments as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a similar manner as on a mortgage, and

such owner hereby expressly grants to the Association a power of sale in connection with said lien. Liens for delinquent assessments shall be recorded in the Public Records of Collier County, Florida, and shall be prior to and superior to the creation of any homestead status on the property and any subsequently recorded liens or encumbrances. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all homesite owners. The Association, acting on behalf of the owners, shall have the power to bid for an interest foreclosed at such foreclosure sale and to acquire and hold, lease, mortgage and convey the same. The Board may suspend the voting rights of a member for non-payment of regular annual assessments that are delinquent in excess of 90 days.

Section 7. Annual Budget. By a majority vote of the Board of Directors of the Association, the Board shall adopt an annual budget for the fiscal year, which shall provide for allocation of expenses in such a manner that the obligations imposed by this Declaration shall be met. Each homesite subject to assessments shall be liable for an equal share of the total of such assessments. Provided, however, so long as Developer is in control of the Board, the assessments due in respect to homesites not owned by Developer will not exceed 115 percent of the assessment for a homesite for the previous year without consent of a majority of the other members of the Association.

Section 8. Certificate of Payment. The Treasurer of the Association, upon reasonable demand of any owner liable for an assessment, shall furnish to said owner a certificate in writing signed by a director, setting forth whether such assessment has been paid. Such certificate, when cosigned by the Secretary of the Association, shall be conclusive evidence of payment of any assessment therein stated to have been paid. Any request for a Certificate of Payment in connection with the sale of a homesite shall include the prospective purchaser's full name, permanent mailing address and telephone number.

Section 9. Real Estate Taxes. If the common properties are taxed separately from homesites, the Association shall include such taxes as part of the common assessments. If the common properties are taxed as a component of the value of the homesite owned by each owner, it shall be the obligation of each owner to promptly pay such taxes prior to their becoming a lien on such owner's homesite.

Section 10. Special Assessments. The Association may levy special assessments against owners who have caused the Association to incur special expenses due to willful or negligent acts of said owners, their guests, invitees or agents.

Section 11. Budget/Financial Report. The Board of Directors shall cause to be prepared an annual balance sheet and operating statement reflecting income and expenditures of the Association for the fiscal year, and shall cause a copy thereof to be distributed to each member, and to each First Mortgagee which has filed a written request for copies of the same with the Board of Directors, in the manner provided in the By-Laws of the Association. At least sixty (60) days prior to the beginning of each fiscal year, the Board of Directors shall prepare and distribute to the membership of the Association a written, itemized budget of the expenses to be incurred by the Association during such year in performing its functions, which may include

reasonable provision for contingencies and deposits into a reserve fund for maintenance of the common properties. At the end of any fiscal year of the Association, its Board of Directors may determine that all excess funds remaining in the Association's operating account over and above the amounts used for the operation of the property may be returned to the members proportionately, or may be retained by the Association and used to reduce the following year's common assessments.

Section 12. Notice of Claim of Lien. No action shall be brought to enforce any assessment lien herein, unless at least thirty (30) days have expired following the date a Notice of Claim of Lien was deposited in the United States mail, certified or registered, postage prepaid, to the owner of the homesite, and a copy thereof has been recorded by the Association in the office of the Clerk of the Circuit Court of Collier County, Florida; said Notice of Claim of Lien must recite a legal description of any such homesite, the record owner or reputed owner thereof, the amount claimed (plus interest on the unpaid assessment at eighteen (18%) percent per annum, plus reasonable attorneys' fees and expenses of collection in conjunction with the debt secured by said lien), and the name and address of the claimant. Such Notice of Claim of Lien shall be signed and acknowledged by an officer or manager of the Association. The lien shall continue until fully paid or otherwise satisfied, or until it is terminated by operation of law.

Section 13. Cumulative Remedies. The assessment liens and the right to foreclosure and sale thereunder shall be in addition to, and not in substitution for, all other rights and remedies which the Association and its successors and assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, as above provided.

Section 14. Subordination of Lien to Mortgages. A lien securing the assessments provided for herein shall be subordinate to the lien of any first mortgage (meaning any recorded mortgage with first priority or seniority over all other mortgages) made in good faith and for value and recorded prior to the date on which a Claim of Lien is recorded and to liens of the Master Association. The sale or transfer of any homesite shall not affect the assessment lien. However, the sale or transfer of any homesite pursuant to a foreclosure or deed in lieu of foreclosure shall extinguish the lien of such assessments as to installments which became due prior to such sale or transfer, except for a maximum of six months unpaid assessments which still remain due. However, no sale or transfer shall relieve such homesite from liability for any installments of assessments thereafter becoming due or from the lien thereof.

ARTICLE VI ARCHITECTURAL CONTROL

Section 1. Construction Committee. No improvements, alterations, repairs, including without limitation fences, screening, walls, awnings or drains, or any other work which in any way alters the exterior of any homesite or the improvements located thereon from its natural or improved state shall be made without the prior written approval of the Construction Committee created by the Master Association pursuant to the procedures established by the Master Declaration so long as the Master Association elects to exercise this right. Similarly, no such

improvements and also no changing of paint color, excavation or change in grade, driveway, light fixtures or ornamental fixtures shall be permitted without the written approval of the Association Architectural and Review Board (ARB) which shall have the above stated powers and duties as well as those stated below.

Section 2. Structure of Architectural Review Board. The Architectural Review Board shall be composed of three members who are either members of the Board of Directors of the Association or such other persons appointed by the Board of Directors, as determined by the Board of Directors. They shall regulate the external design, construction materials, appearance, use, location and maintenance of the property and homesites and of the improvements thereon, including landscaping, in such manner as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography.

Section 3. Procedures. The ARB, subject to approval of the Board of Directors, may adopt architectural planning criteria and rules and may impose processing fees. Two complete sets of plans and specifications for any improvement shall be required to be submitted to it. The Architectural Review Board may approve or disapprove plans. If the Architectural Review Board fails to approve, modify or disapprove in writing an application within sixty (60) days after plans and specifications in writing have been submitted to it, in accordance with adopted procedures, approval will be deemed granted, but notwithstanding such approval, all other conditions and restrictions herein contained or contained in the By-Laws or Articles of the Association shall remain in full force and effect.

Section 4. Common Architectural Theme. Design considerations will be guided by a common architectural theme to be established by Developer and maintained by the Association, and there shall be harmony of external design and location in relation to surrounding structures and topography. The elements of this common architectural theme may include, but not be limited to, exterior building style, colors and materials, streetscaping and landscaping.

Section 5. Subdivision of Sites. Subdivision of any homesite is prohibited.

Section 6. Use. All homesites are restricted in use to a single-family residence, designed for and occupied by one family. No more than one dwelling unit may be build on a homesite.

ARTICLE VII USE OF PROPERTY

Section 1. Master Declaration. In addition to any restrictions imposed upon the Property by the Master Association as provided in the Master Declaration, the use of the Lots shall be in accordance with the following Protective Covenants:

Section 2. Protective Covenants. In order to maintain the property as a desirable place to live for all owners, the following protective covenants are made a part of this Declaration and shall be considered as the initial rules and regulations of the Association.

- (a) Home Use and Rentals. All homesites shall be used, improved and devoted exclusively to residential use by a single family. Nothing herein shall be deemed to prevent the owner from leasing a home to a single family, for a minimum period of thirty days, subject to all of the provisions of this Declaration, and the Association's Articles of Incorporation and By-Laws, as the same may be amended from time to time.
- (b) Nuisances. No nuisances shall be allowed upon the homesite nor shall any use or practice be permitted which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of other homesites or the common properties by residents. All parts of the homesite shall be kept in clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor shall any fire hazard be allowed to exist. All trees and landscaping shall be kept in a living condition. Grass on lots shall be regularly mowed, there shall be no overgrown weeds or underbrush and trees shall be trimmed so that they do not unreasonably obstruct the view from the living area of the neighboring homesite owners. If an owner fails to take such action, the Association may do so and charge the owner. If the owner fails to pay the Association's costs so incurred, the Association may file a lien against the homesite, foreclose it and exercise the other remedies allowed under Article V, Section 5 hereof.
- (c) Pets. Dogs, cats, birds in a cage and fish in an aquarium may be kept by an owner. All pets must be held, or kept leashed at all times that they are on the common properties and all owners of pets shall be held strictly responsible to immediately collect and properly dispose of the wastes and litter of such pets. No other pets are permitted without approval of the Board of Directors of the Association. Owners are responsible for any damage caused by a pet and cannot maintain a pet which is a continued nuisance or annoyance to other owners, whether because of causing excessive noise or for other reasons.
- (d) Signs. No sign, advertising or notice of any type or nature shall be erected or displayed upon any homesite or the common properties except where it complies with sign standards promulgated by the Association's Board of Directors or where express prior written approval of the size, shape, content and location thereof has been obtained from the Board of Directors, which approval may be arbitrarily withheld; provided, however, the Developer shall be permitted to post and display signs on the property owned by it at its sole discretion.
- (e) Vehicles and Boats. No vehicles except standard automobiles (but not including commercial vehicles, motor homes, recreational vehicles, vans or pick-up trucks) shall be kept outside the garage of a home except for those

vehicles of an owner's guest and invitees and repairmen and maintenance personnel whose vehicles are on the homesite or common areas temporarily. No boats or boat trailers may be kept or stored on a homesite or on the common areas except that owners or authorized occupants may keep boats or boat trailers in garages providing that the boats or boat trailers are of such size as will permit the garage door to be closed with the boat or boat trailer inside the garage. Only vehicles bearing current license and registration tags shall be permitted to be parked on a homesite.

- (f) No clothesline, clothes drying, or other clothes-drying facility shall be permitted except in the interior of a home.
- (g) Garbage and Trash Containers. All garbage and trash containers must be placed and maintained so as to render the same and the contents thereof hidden from view from streets and adjoining properties, except on the days of collection when such containers may be placed curbside. No garbage or trash shall be placed anywhere except in containers as aforesaid.
- (h) Antennas. Unless otherwise approved in writing by the Architectural Review Committee, no exterior radio, television or other electronic antenna or aerial may be erected or maintained anywhere within the property except for any master antenna which may be installed by the Developer.
- (i) Structure, Repair and Maintenance. No building, fence, wall, tent, shed or other structure of any type shall be erected or maintained on a homesite or common area, nor shall any exterior addition to or change or alteration therein or thereon (including awnings, shutters and screen enclosures) be made unless and until the plans and specifications showing the nature, kind, shape, type, materials and location of the same and landscaping have been submitted to and approved in writing by the Architectural Review Board. No wooden fences are permitted. Only roofs of tile are permitted. All utility lines and pipes shall be underground. An exterior of a home cannot be dark brown, dark gray or black in color. No prefabricated or mobile homes are permitted. No pool screens with a flat top are permitted. Solar panels are only permitted in the rear of a home and are subject to approval of the Architectural Review Board. No owner shall be permitted to make any material change to the landscaping or grading within his homesite without the prior written consent of the Architectural Review Board in accordance with the provisions of Article VI. If any improvement is destroyed or damaged, or any repairs or renovations made to a structure, the owner shall promptly commence reconstruction, subject to approval of the Architectural Review Committee, and diligently continue and complete the construction. The Association shall be responsible for painting, maintaining and repairing the exterior of a residence including the driveway or roof unless the repair is necessary because

of the actions of the Owner, Owner's family, or invitees, then the Owner is responsible for the expenses. The Association shall maintain and mow the lawns of homes and perform necessary landscaping.

- (j) Temporary Structures. No structure of a temporary character, trailer, tent, shack, barn, shed, or other out building shall be permitted on any homesite at any time.
- (k) Garages. The garage for a unit must be enclosed and attached to the unit. Garage doors shall be kept closed when a vehicle is not entering or exiting the garage.
- (l) Visibility of Street Intersections. No obstruction to visibility at street intersections shall be permitted.
- (m) Lawful Use. No immoral, improper, offensive or unlawful use shall be made of a homesite or the common area, and all laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed.
- (n) Garage Sales. No yard or garage sales or other similar commercial activities will be permitted to be held on a homesite more frequently than once a calendar year.
- (o) Compliance. It is the responsibility of each owner, family members of owners, and their authorized guests and tenants to conform and abide by the rules and regulations which may be adopted in writing from time to time by the Board of Directors of the Association and the Architectural Review Board, and to make certain that all persons using an owner's home do likewise.
- (p) Solicitation. No soliciting will be allowed at any time within the property.
- (q) Entry. Owners shall allow the Board of Directors or the agents and employees of the Association to enter the exterior portion of any homesite or home for the purpose of maintenance, inspection and repair, or in the case of emergency, or to determine compliance with this Declaration. Any such access, except for emergencies, shall be done only with reasonable notice.
- (r) Amendments and Modifications. The Board of Directors with the approval of two-thirds of the members of the Association, may from time to time adopt rules or amend previously adopted rules and regulations governing the operation, use, maintenance and control of the homesites, and any facilities or services made available to the owners.

- (s) Violation. Upon violation of any of the rules or regulations, adopted as herein provided, or upon violations of any of the provisions of this Declaration by an owner, or the owner's family, tenants, or guests, the Association, the Developer or any owner may bring an action for specific performance, damages, or for a declaratory decree or injunction. The successful party may recover costs and attorneys' fees in such suit.
- (t) Employees. Employees of the Association and employees, agents, and workmen of the Developer shall not be required to attend to any personal matters or business of owners. The uses and functions of the employees of the Association shall be governed by the Board of Directors. If services are provided to owners by any of the employees, agents or workmen of the Developer or the Association, neither the Developer nor the Association assumes any responsibility or is liable for the quality of such services or work, nor do they warrant such services or work. In addition, neither the Developer nor the Association shall be liable for any injury to persons or damage to property resulting from any act or omission by those performing such work or providing services to owners.
- (u) Membership. If a homesite is owned by multiple individuals who belong to more than one family, by a fiduciary, a corporation, partnership or other entity, membership in the Association and the rights therein, including voting rights, shall be exercised by only one individual designated in writing by said persons as the one entitled to vote for and occupy said home.
- (v) Additional Rules and Regulations. The Developer, until it conveys the common properties, and thereafter the Board of Directors of the Association, may establish such additional rules and regulations as may be deemed for the best interests of the Association and its members for purposes of enforcement.
- (w) Exterior Improvements. No owner of a homesite shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors or windows of any home or buildings (including awnings, antennae, signs, storm shutters, screens, furniture, fixtures and equipment) without the prior written consent of the Master Association Construction Committee and Architectural Review Board of the Association. No window air conditioning units are permitted. All homesites shall be sodded and no stone yards are permitted. Landscaping is subject to approval of the Architectural Review Board which shall receive proposed plans prior to installation. All mailboxes and exterior lighting along the street shall be uniform and in accordance with the mailboxes and street lighting selected by the Board of Directors. Outdoor mechanical equipment shall be reasonably screened from view from the street by landscaping or other approved material.

- (x) Common Properties. The common properties shall be used only for the purposes for which they are intended to be used and for the furnishing of services and facilities for the enjoyment of the owners of homesites. The common areas shall be the perpetual responsibility of the Association.
- (y) Developer Exemption. The Developer shall be exempt from such of the above restrictions in its use of the property as is reasonably necessary to permit it to develop and sell homesites, including but not limited to using sales models or sales offices on the property.
- (z) Encroachments and Easements. Each portion of a homesite shall have an easement over any adjoining homesite to use, maintain, repair, alter and replace all encroachments over lot lines, structural supports, roofs, roof overhangs, common walls, pipes, wires, ducts, vents, cables, conduits and public utility lines located on a homesite and serving another homesite. Each homesite shall be subject to an easement in favor of all other homesites to locate utilities and provide drainage and support and to use, maintain, repair, alter and replace the structural supports, roofs, roof overhangs, common walls, pipes, wires, ducts, vents, cables, conduits, public utility lines and other similar or related facilities located on such lot and serving other homesites. For any homesite, screens for a villa may be attached to the villa on an adjoining lot with an easement therefor and structural gutters for a villa may be attached to the roof of a villa or its appurtenances on an adjacent lot with an easement therefor and there shall be an easement for any encroachment of a villa of less than three feet on an adjoining lot.
- (aa) In the event of any conflict between these Covenants and the provisions for use of the property of the Master Declaration, the more restrictive provision shall apply and otherwise this Declaration and the Association are subordinate to the Master Declaration and Master Association.

ARTICLE VIII
COMMON PROPERTIES AND LOTS

Section 1. There is hereby reserved to the Association the exclusive right, which shall also be its duty and responsibility, to maintain the common properties, maintain individual lots including mowing and landscaping, repair and maintain the exteriors of homes including driveways and roof, operate the surface water management system and water management and drainage areas, in accordance with this Declaration and in accordance with the Articles of Incorporation and By-Laws of the Association.

Section 2. The Association shall maintain adequate liability insurance in force with respect to the common properties.

ARTICLE IX
MORTGAGEE PROTECTION CLAUSES

The following provisions are for the benefit of first mortgagees and to the extent these provisions conflict with any other provisions of the Declaration, these provisions control.

- (a) Each holder of a first mortgage encumbering any homesite, at its written request, is entitled to written notification from the Association of any default by the mortgagor of such homesite in the performance of such mortgagor's obligations under this Declaration, or under the Articles of Incorporation of the Association, when the default is not cured within thirty (30) days after the Association learns of such default.
- (b) Any holder of a first mortgage encumbering any homesite which obtains title to such homesite pursuant to the remedies provided in such mortgage, or by deed in lieu of foreclosure, shall take title to such homesite free and clear of any claims of unpaid assessments or charges due to the Association against such homesite (except for unpaid Association assessments for a maximum of six months) which accrued prior to the acquisition of title to such homesite by the mortgagee except to the extent a Notice of Claim therefor was filed prior to recording of said mortgage.
- (c) Unless at least two-thirds (2/3) of first mortgagees (based upon one vote for each mortgage owned), and two-thirds (2/3) of the owners (other than Developer) have given their prior written approval, neither the Association nor the owners shall:
 - (1) By act or omission seek to sell or transfer the common properties and improvements thereon which are owned by the Association; provided, however, the granting of easements for public utilities or for other purposes consistent with the intended use of such property by the Association or the Developer or the transfer of the common properties to an unincorporated association of the owners in accordance with the Articles of Incorporation of the Association shall not be deemed a transfer within the meaning of this clause;
 - (2) Change the method of determining the obligations, assessments, dues or other charges which may be levied against a homesite;
 - (3) By act or omission waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the exterior appearance of residential buildings;
 - (4) Use any hazard insurance proceeds for losses to the common properties for other than the repair, replacement or reconstruction of such improvements;
or

- (5) Except as otherwise provided herein by reservation to Developer, amend this Declaration or the Articles of Incorporation or By-Laws of the Association in such a manner that the rights of any first mortgagee will be adversely affected or the value of homesites reduced.
- (d) First mortgagees shall have the right to examine the books and records of the Association during normal business hours.
- (e) All first mortgagees who have registered their names with the Association and have requested such notice shall be given: (i) thirty (30) days written notice prior to the effective date of any proposed material amendment to this Declaration or the Articles of Incorporation or By-Laws of the Association or as soon as the Board learns of any threatened condemnation proceeding or proposed acquisition of any portion of the common properties.
- (f) First mortgagees may, jointly or singularly, pay taxes or other charges which are in default and which may or have become a charge against any common properties and may pay any overdue premiums on hazard or liability insurance policies, or secure new hazard or liability insurance coverage on the lapse of a policy for such property, and first mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

ARTICLE X GENERAL PROVISIONS

Section 1. Enforcement. This Declaration, and the Articles of Incorporation and the By-Laws of the Association may be enforced as follows.

- (a) Breach of any of the covenants in the Declaration or the Articles or By-Laws and the continuation of any such breach may be enjoined, abated or remedied by appropriate legal proceedings brought by any owner, the Developer, the Master Association, or the Association. Any judgment rendered in any action or proceeding pursuant hereto shall include a sum for attorneys' fees in such amount as the court may deem reasonable, in favor of the prevailing party as well as the amount of any delinquent payment, interest thereon, costs of collection and court costs.
- (b) The remedies herein provided for breach of the covenants contained in the Declaration or in the Articles or By-Laws shall be deemed cumulative, and none of such remedies shall be deemed exclusive.
- (c) The failure of the Association to enforce any of the covenants contained in this Declaration or in its Articles or By-Laws shall not constitute a waiver of the right

to enforce the same thereafter.

- (d) A breach of the covenants, conditions or restrictions contained in this Declaration or in the Articles or By-Laws, shall not affect or impair the lien or charge of any mortgage made in good faith and for value on any homesite, provided, however, that any subsequent owner of such homesite shall be bound by said covenants, whether such owner's title was acquired by foreclosure sale or otherwise.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Term. The covenants and restrictions of this Declaration shall run with title to and bind the property hereby restricted and shall inure to the benefit of and be enforceable by the Association, the Developer and the owners of homesites subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for so long as the property continues to exist and is used as it has been designed and developed by the Developer, unless terminated as provided herein.

Section 4. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of the property as a residential area. The article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine, and neuter shall each include the masculine, feminine and neuter.

Section 5. Amendments - Termination. This Declaration may be amended or terminated by the affirmative vote or written consent of two-thirds of all the owners. Nothing contained in this section shall affect the right of the Developer to make such amendments as may otherwise be permitted herein.

Section 6. No Public Right or Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the common properties to the public, or for any public use.

Section 7. Constructive Notice and Acceptance. Every person who owns, occupies or acquires any right, title, estate or interest in or to any homesite or other portion of the property does and shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition and covenant contained herein.

Section 8. Notices. Any notice permitted or required to be sent as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the residence of

such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association.

IN WITNESS WHEREOF, Developer has executed this Declaration on the date first above written.

DEVELOPER:

APPLE DEVELOPMENT CORPORATION,
a Florida corporation

By: Stanley V. Richards
Stanley V. Richards, President

Witnesses:

Daniel D Pech

Daniel D Pech

Print Name of Witness

Print Name of Witness

JOINED OWNER:

THE STRAND, LTD.,
a Florida limited partnership

By: Paul Hardy
Paul Hardy, Vice President
The Strand Development Corporation
of Naples, Inc., its sole general partner

Brad Bryant

Brad Bryant

Print Name of Witness

Carolyn S Miller

CAROLYN S. Miller

Print Name of Witness

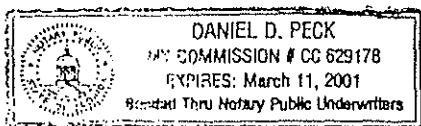
Beth A Weber

Beth A Weber

STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared STANLEY V. RICHARDS on behalf of APPLE DEVELOPMENT CORPORATION, as President, personally known to me, who acknowledged executing the foregoing and who did take an oath, being duly authorized.

Witness my hand and official seal in the County and State last aforesaid this 4th day of June, 1999.



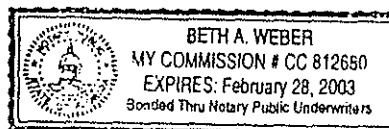
Daniel D Peck
Notary Public Daniel D Peck
Commission Expiration:

STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared PAUL HARDY, Vice President of THE STRAND DEVELOPMENT CORPORATION OF NAPLES, INC., as sole general partner of The Strand, Ltd., personally known to me, who acknowledged executing the foregoing and who did take an oath, being duly authorized.

Witness my hand and official seal in the County and State last aforesaid this 4th day of June, 1999.

Beth A. Weber
Notary Public
Commission Expiration:



*** OR: 2557 PG: 0598 ***

**EXHIBIT 1 TO DECLARATION OF RESTRICTIVE COVENANTS FOR
EDEN AT THE STRAND**

The property subject to the Declaration of Restrictive Covenants for Eden At The Strand has a legal description of Tract 17, Pelican Strand Replat-1B, according to the plat thereof recorded in Plat Book 29, Pages 23 through 27, inclusive, of the Public Records of Collier County, Florida.