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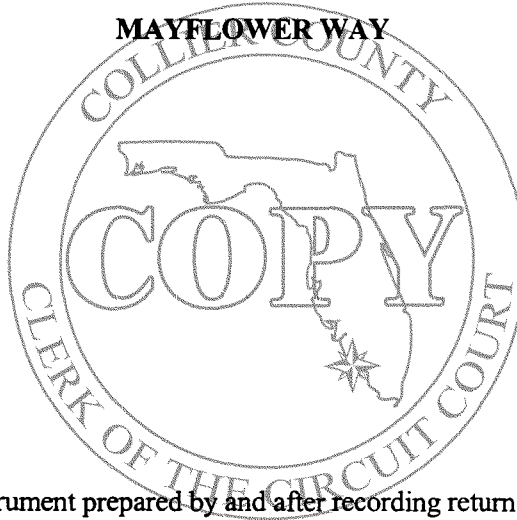
850 PARK SHORE DR 3RD FLOOR

NAPLES FL 34103

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

MAYFLOWER WAY



Instrument prepared by and after recording return to:

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OF
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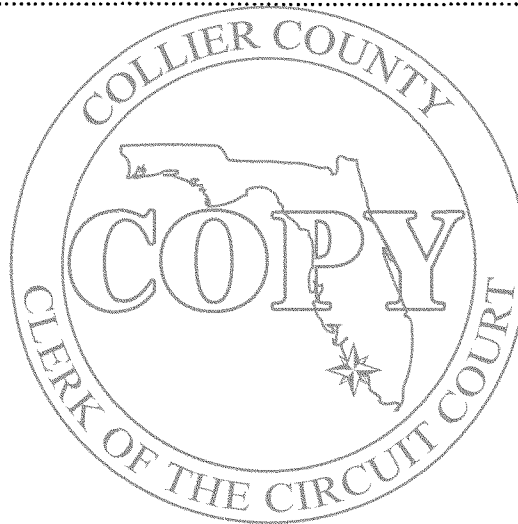
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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

MAYFLOWER WAY

PULTE HOME CORPORATION, a Michigan corporation authorized to do business in the State of Florida, the present fee title owner of the subject property, hereinafter called "Mayflower Way Developer", to its grantees, successors and assigns and all Mayflower Way Owners (as defined below) located in Mayflower Way, as more particularly described in Exhibit "A" attached hereto and made a part hereof, hereby makes the following Declaration of Covenants, Conditions and Restrictions ("Mayflower Way Declaration").

It is the intent of the aforesaid Mayflower Way Developer to develop the real property, as described in Exhibit "A", as a planned unit development named "Mayflower Way" consisting of 112 residential units, located within the master planned community known as "Del Webb at Ave Maria". Upon recording of this Mayflower Way Declaration, Mayflower Way Developer hereby submits the real property described in Exhibit "A-1" to the terms and conditions of this Mayflower Way Declaration. Mayflower Way Developer reserves the right to amend this Mayflower Way Declaration in order to submit additional portions of the real property described in Exhibit "A" to the terms of this Mayflower Way Declaration. Mayflower Way Developer shall not be obligated to submit any additional portions of the real property described in Exhibit "A" to the terms of this Mayflower Way Declaration, nor is Mayflower Way Developer obligated to submit them in any particular order. However, in the event Mayflower Way Developer does not submit any additional portion of the real property described in Exhibit "A" to this Mayflower Way Declaration, Mayflower Way Developer hereby reserves the right, on behalf of its successors and assigns, to grant the owners of residential units in the real property described in Exhibit "A" which is not submitted to this Mayflower Way Declaration the right to use the Recreation Association Common Area to be constructed by Mayflower Way Developer in the same manner as Mayflower Way Members. Such use shall be conditional of said owners of residential units paying to the Recreation Association their pro-rata share of the expenses of operating and maintaining the Recreation Association Common Area.

For the purpose of enhancing and protecting the value, attractiveness and desirability of the residential units constituting such development, Mayflower Way Developer hereby declares that all of the real property described in Exhibit "A-1" and each part thereof shall be developed as a planned unit development and shall be held, sold and conveyed only subject to the following easements, covenants, conditions and restrictions which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in the above described property, or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each Mayflower Way Owner thereof and the Recreation Association. Certain recreational areas will be set aside for the use of all Mayflower Way Owners and residents in Mayflower Way. Mayflower Way Owners shall be responsible for the expenses of the management, operation and maintenance of the Recreation Association and all of the Recreation Association Common Area. Mayflower Way Owners are expressly obligated to pay their pro rata share of Mayflower Way Assessments in accordance with the budget to be prepared by and Mayflower Way Assessments to be made by the Recreation Association. The Mayflower Way Owners hereby recognize that all of the covenants set forth in this Mayflower Way Declaration including, but not limited to, the affirmative covenant and obligation to pay Mayflower Way Assessments as therein set forth shall run with the land subject to this Mayflower Way Declaration. Each Mayflower Way Owner, by acceptance of a deed or other instrument of conveyance conveying a villa or condominium unit, whether or not it shall be so expressed in such instrument, acknowledges that he shall be obligated and agrees to pay all Mayflower Way

Assessments for common expenses in accordance with the provisions of this Mayflower Way Declaration and its exhibits and consents and agrees to the lien rights thereunder against his Parcel.

Mayflower Way Developer has formed the Recreation Association to operate the Recreation Association Common Area and certain portions of the Neighborhood Common Area and each Mayflower Way Owner shall be a Mayflower Way Member. Except for the election of directors at the Mayflower Way Turnover Meeting and subsequent elections, each Neighborhood Association shall be the "Voting Member" of the Recreation Association. The Neighborhood Associations shall consist of either condominium or homeowners' associations and may include a mix of types of residential developments according to Mayflower Way Developer's discretion. Each Mayflower Way Owner as a Mayflower Way Member shall be entitled to the benefit and be subject to the provisions of this Mayflower Way Declaration and its Exhibits as amended from time to time. The Board of Directors of each Neighborhood Association shall designate a person (the "Representative") to act on the behalf of the Neighborhood Association at all Mayflower Way Members' meetings. The Representative shall be designated by a certificate signed by the President or Vice President of the Neighborhood Association and filed with the Secretary of the Recreation Association. The person designated by such certificate shall conclusively be deemed the person entitled to cast the votes for the Neighborhood Association at any Recreation Association meeting. Each Neighborhood Association shall be a Voting Member of the Recreation Association acting through its Representative as described in the Articles of Incorporation and Bylaws for the Recreation Association. On or before the date each assessment for common expenses of the Recreation Association is due, the Neighborhood Association shall be required to and shall pay to the Recreation Association an amount equal to the assessment for common expenses per Parcel, multiplied by the number of Parcels within the Neighborhood Association. The Neighborhood Association and Recreation Association shall act in accordance with the overall plan for the development of Mayflower Way.

The "Representative" that casts votes on behalf of the Mayflower Way Owners for Recreation Association matters, occupies a legally distinct position from the Neighborhood Voting Representative (as that term is defined in the Community Association Documents), who is the individual who casts votes on behalf of a Neighborhood on Community Association matters.

1. DEFINITIONS. The terms used in this Mayflower Way Declaration and its recorded exhibits shall have the definitions set forth in Chapter 720, Florida Statutes (2007), unless otherwise defined below (it being the intent hereof that future amendments to Chapter 720, Florida Statutes (2007) not be retroactively applied to impair substantive rights of Mayflower Way Developer set forth herein). All other capitalized terms in this Mayflower Way Declaration shall have the meaning set forth in the Master Association Documents, with particular emphasis on Articles I and II of the Master Association Declaration.

1.1 "Act shall mean and refer to Chapter 720, Florida Statutes (2007).

1.2 "Architectural Reviewer" shall mean and refer to the body responsible for review and approval of construction and alterations to improvements, as more particularly described in Section 5 herein.

1.3 "Recreation Association" shall mean and refer to Mayflower Way Recreation Association, Inc., a Florida not-for-profit corporation.

1.4 "Mayflower Way Board" means and refers to the Board of Directors of the Recreation Association. The Mayflower Way Board does not constitute, is separate and distinct from and is not to be confused with the governing board and body of the Ave Maria Stewardship Community District ("District") and is that body referred to in the Ave Maria Stewardship Community District Special Act, Chapter 2004-461, Laws of Florida (2004).

1.5. "Recreation Association Common Area" means and refers to all real and personal property, including easements, which the Recreation Association now or hereafter owns, leases, is obligated to maintain, or otherwise holds possessory or use rights in for the common use of the Recreation Association or the Mayflower Way Members, whether arising by conveyance, dedications on a plat, easement, license, lease, covenant or otherwise.

1.6 "Mayflower Way Developer" means and refers to Pulte Home Corporation, a Michigan corporation authorized to do business in the State of Florida, or its successors, successors-in-title or assigns who take title to any portion of the property described on Exhibit "A" for the purpose of development and sale and are designated as the Mayflower Way Developer hereunder in a recorded instrument executed by the immediately preceding Mayflower Way Developer. Mayflower Way Developer is not the "Master Developer" of Ave Maria as that term is defined in Article II, Section 19 of the Master Association Declaration. The Master Developer of Ave Maria is Ave Maria Development, LLLP.

1.7 "Mayflower Way Declaration" means and refers to this Declaration of Covenants, Conditions and Restrictions for Mayflower Way, and any amendments hereto.

1.8 "Family" or "Single Family" shall refer to one natural person (as opposed to an artificial entity); or a group of two (2) or more natural persons living together, each of whom is related to each of the others by blood, marriage, legal custody or adoption, or not more than two (2) persons not so related, who reside together as a single housekeeping unit, along with their children, if any.

1.9 "Overall Governing Documents" means and refers to the Master Association Documents, Community Association Documents; the Mayflower Way Documents; and the Neighborhood Documents. In the event of a conflict in the interpretation of the Overall Governing Documents, they shall be applied in the order of priority stated above.

1.10 "Guest" or "Guests" means any person or persons physically present in, or occupying a Living Unit on a temporary basis at the invitation of the Mayflower Way Owner or other legally permitted occupant, without the payment of consideration.

1.11 "Institutional Mortgagee" means the mortgagee or assignee of a first mortgage against a Parcel or Living Unit, which mortgagee or assignee is a bank, savings and loan association, mortgage company, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration, or any agency of the United States of America. The term also refers to any holder of a mortgage against a Parcel or Living Unit which mortgage is guaranteed or insured (as evidenced by a recorded instrument) by the Federal Housing Administration, the Veterans Administration, any agency of the United States of America or by any other public or private agency engaged in the business of purchasing, guaranteeing or insuring residential mortgage loans, and their successors and assigns. An "Institutional Mortgage" is a first mortgage held by an Institutional Mortgagee encumbering a Living Unit.

1.12 "Lease" means the grant by a Mayflower Way Owner of a temporary right to occupy the Mayflower Way Owner's Living Unit for valuable consideration.

1.13 "Living Unit", "Unit" or "Residence" means and refers to any or all the residences which will be constructed on the Parcels, each intended for use and occupancy as a residence for a single family.

1.14 "Parcel" or "Parcels" means a portion of the Mayflower Way, whether improved or unimproved, which may be independently owned and is intended for development, use and occupancy for up to 112 attached or detached residences for a single family, and which is subject to the Recreation

Association's lien provided hereunder. In the case of a building within a condominium or other structure containing multiple dwellings, each dwelling for which a final certificate of occupancy has been issued shall be deemed to be a separate Parcel. In the case of vacant land or land on which improvements are under construction and for which a final certificate of occupancy has not been issued, the land shall be deemed to be a single Parcel. Wherever herein the term "Parcel" is used, it shall be interpreted as if followed by the words "and Living Unit constructed thereon" except where the context clearly requires otherwise.

1.15 [reserved].

1.16 "Mayflower Way Turnover Date" shall mean the date upon which control of a majority of the seats on the Mayflower Way Board of Directors is transferred to the Class "A" Mayflower Way Members as described in Section 15 hereof. "Mayflower Way Turnover" shall mean and refer to the process by which the Mayflower Way Developer transfers control of the Mayflower Way Board of Directors to the Class "A" Mayflower Way Members other than the Mayflower Way Developer and transfers physical possession or control of those records set forth in Section 720.307 of the Act. "Mayflower Way Turnover Meeting" shall mean the meeting of the Class "A" Mayflower Way Members on the Mayflower Way Turnover Date at which the Mayflower Way Turnover is completed.

1.17 "Mayflower Way Member" means and refers to all persons who are members of the Recreation Association as provided in the Mayflower Way Documents.

1.18 "Neighborhood" shall mean and refer to any condominium, villa, or cluster housing development sub-area located in Mayflower Way.

1.19 "Neighborhood Association" shall mean and refer to any homeowners' associations or condominium association and other similar entity, their successors and assigns, for any particular Neighborhood.

1.20 "Neighborhood Common Area" shall mean and refer to all real property including any improvements and fixtures thereon, owned, leased or dedicated for use or maintenance by a Neighborhood Association for the common use and enjoyment of its members. If a Neighborhood is a condominium, the term shall refer to the common elements of the condominium and the real property owned by the Condominium Association.

1.21 "Neighborhood Documents" shall mean and refer to the Declaration of Condominium or Declaration of Covenants, Articles of Incorporation, Bylaws, Rules and Regulations and Resolutions of each Neighborhood and its Neighborhood Association.

1.22 "Mayflower Way" means and refers to all real property that is subject to this Mayflower Way Declaration and includes both Recreation Association Common Area, Parcels, and the Neighborhood Common Area. "Mayflower Way" shall also have the same meaning as the term "Community" as defined in Chapter 720, Florida Statutes (2006).

1.23 "Occupant" or "Occupy" when used in connection with a Living Unit, means any person who is physically present in the Living Unit on two (2) or more consecutive days, including staying overnight.

1.24 "Mayflower Way Owner" means and refers to any person or persons, entity or entities, who are the record owner of the fee simple title to any Parcel in Mayflower Way.

1.25 "Primary Occupants" means the two (2) natural persons approved for occupancy, together

with their family, in accordance with Section 12 herein.

1.26 "Mayflower Way Rules and Regulations" means and refers to the administrative rules and regulations governing use of the Recreation Association Common Area and procedures for administering the Recreation Association and Mayflower Way, as adopted, amended and rescinded from time to time by resolution of the Mayflower Way Board of Directors.

1.27 "Single Family Residence" means and refers to a Living Unit that is restricted to occupancy only by the Mayflower Way Owner or Primary Occupants and their family, guests and tenants as further provided herein.

1.28 "Tenant" or "Tenants" means and refers to one who leases or rents from a Mayflower Way Owner and holds temporary possession of a Living Unit.

1.29 "Mayflower Way Documents" means and refers to this Mayflower Way Declaration, and the Articles of Incorporation, Bylaws, the Mayflower Way Rules and Regulations, Architectural Planning Criteria and the Resolutions of the Recreation Association.

1.30 "Del Webb at Ave Maria" means that certain planned unit development in which Mayflower Way is located, as more particularly described in the Declaration of Covenants, Conditions and Restrictions for Del Webb at Ave Maria recorded in O.R. Book 4112 at Page 417 of the Public Records of Collier County, Florida ("Community Association Declaration"), including any exhibits and Supplements and amendments thereto, all as amended and supplemented from time to time. "Community Association" means Del Webb at Ave Maria Community Association, Inc., a not-for-profit homeowners' association responsible for the operation of Del Webb at Ave Maria. "Community Association Documents" means the Declaration of Covenants, Conditions and Restrictions for Del Webb at Ave Maria, Articles of Incorporation, Bylaws, any Supplemental Declaration thereto, Rules and Regulations, Architectural Standards of the Community Association and any other exhibits, all as amended from time to time.

2. COMMUNITY ASSOCIATION; DISTRICT; MASTER ASSOCIATION.

2.1 Community Association. Each Mayflower Way Owner takes title subject to, and agrees to comply with, the Community Association Documents as amended from time to time. Each Mayflower Way Owner becomes a member of the Community Association and that membership is appurtenant to and inseparable from ownership.

2.2 Voting in Community Association and Master Association Matters. Mayflower Way Owners shall vote in Community Association and Master Association matters in the manner set forth in the Community Association Documents and the Master Association Documents, respectively.

2.3 Ave Maria Stewardship Community District. Master Developer has caused the District to be created pursuant to a special act charter created and approved by the Florida Legislature in Chapter 2004-461, Laws of Florida. Mayflower Way is within and subject to the jurisdiction of the District. The District is discussed in greater detail in Article XX of the Del Webb at Ave Maria Declaration and Article XX of the Master Association Declaration.

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

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

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

Mayflower Way is located within the “Pulte Component” of Ave Maria (as that term is defined in Article I, Section 2(a)(i) of the Master Association Declaration). Accordingly the Mayflower Way Owners will be: Members of the Master Association; obligated to pay Assessments levied by the Master Association, Amenity Fees and any other charges required under the Master Association Documents, but shall not be obligated to pay any Commercial/Town Center/Ave Maria University Component Assessments or Developer’s Residential Component Assessments; entitled to use and enjoy the Master Association Common Area (including the Amenities, but subject to payment of Amenity Fees) for their intended purpose; and subject to the Master Association Documents. The Owners in the Pulte Component shall collectively be obligated to pay seventy percent (70%) of the Shared Costs. Mayflower Way Owners should refer to the Master Association Documents for a complete description of the obligations of Mayflower Way Owners’ obligations thereunder.

3. RECREATION ASSOCIATION: MAYFLOWER WAY MEMBERSHIP: VOTING RIGHTS. The administration, management and ownership of the Recreation Association Common Area shall be by the Recreation Association, which shall perform its functions pursuant to the following:

3.1 Articles of Incorporation. A copy of the Articles of Incorporation of the Recreation Association is attached as Exhibit “B”.

3.2 Bylaws. The initial Bylaws of the Recreation Association are attached as Exhibit “C”.

3.3 Delegation of Management. The Recreation Association may contract for the management and maintenance of Mayflower Way and authorize a management agent to assist the Recreation Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Mayflower Way Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Recreation Association Common Area, with funds made available by the Recreation Association for such purposes. The Recreation Association and its officers shall, however, retain at all times the powers and duties provided in the Overall Governing Documents.

3.4 Mayflower Way Membership. Every person or entity who is a record Mayflower Way Owner of a fee interest in any Parcel shall be a Mayflower Way Member, except that if a Parcel is subject to an agreement for deed, the purchaser in possession shall be considered the Mayflower Way Owner for purposes of determining voting and use rights.

(A) Class "A". Class "A" Mayflower Way Members shall be all those Mayflower Way Owners as defined in Section 1, with the exception of the Class "B" Mayflower Way Member. Class "A" Mayflower Way Membership shall become effective upon the occurrence of the last to occur of the following:

(1) Recording in the Public Records of a deed or other instrument evidencing legal title to the Parcel.

(2) Delivery to the Recreation Association of a copy of the recorded deed or other instrument evidencing title.

(3) Delivery to the Recreation Association, if required, of a written designation of the Primary Occupants.

(B) Class "B". The Class "B" Mayflower Way Member shall be the Mayflower Way Developer or any successor to the Mayflower Way Developer's development rights.

(C) Except for the election of Directors at the Mayflower Way Turnover Meeting and subsequent elections, Class "A" Mayflower Way Members shall be "Non-Voting Members". Each Neighborhood Association shall be deemed a "Voting Member" of the Recreation Association, and shall vote on behalf of the "Non-Voting Members" through each Neighborhood Association's Representative.

Mayflower Way Membership shall be appurtenant to, run with, and shall not be separated from the real property interest upon which Mayflower Way Membership is based.

3.5 Voting Interests. The Class "A" Mayflower Way Members are entitled to one vote for each Parcel owned by them, and, with the exception of elections of directors, such votes shall be cast on their behalf by the applicable Neighborhood Association Representative. The total number of Class "A" votes shall not exceed the total number of Parcels subject to this Mayflower Way Declaration. The Class "B" Mayflower Way Member shall be entitled to a number of votes equal to the total number of Parcels owned by the Class "A" Mayflower Way Members plus one vote; provided that subsequent to the Mayflower Way Turnover Date, as referenced in Section 15 hereof, the Class "B" Mayflower Way Member shall be entitled to one vote for each Parcel owned by it.

3.6 Approval or Disapproval of Matters. Whenever the decision or approval of the Class "A" Mayflower Way Members is required upon any matter, whether or not the subject of a Recreation Association meeting, such decision or approval may be expressed by the Representative.

3.7 Change of Mayflower Way Membership. Following written approval of the Recreation Association, as elsewhere required herein, a change of Mayflower Way Membership shall be established by the new Mayflower Way Owner's Mayflower Way Membership becoming effective as provided above; and the Mayflower Way Membership of the prior Mayflower Way Owner shall thereby be automatically terminated.

3.8 Termination of Mayflower Way Membership. The termination of Mayflower Way

Membership does not relieve or release any former Mayflower Way Member from liability or obligation incurred under or in any way connected with the Recreation Association during the period of his Mayflower Way Membership, nor does it impair any rights or remedies which the Recreation Association may have against any former Mayflower Way Owner or Mayflower Way Member arising out of or in any way connected with such ownership and Mayflower Way Membership and the covenants and obligations incident thereto.

3.9 Recreation Association As Mayflower Way Owner of Parcels. The Recreation Association has the power to purchase Parcels and Living Units, and to acquire and hold, lease, mortgage, and convey them, by act of a majority of the Mayflower Way Board of Directors.

3.10 Mayflower Way Membership Roster. The Recreation Association shall maintain a current roster of names and mailing addresses of Mayflower Way Owners and Primary Occupants. A copy of the up to date roster shall be available to any Mayflower Way Owner upon request.

3.11 Limitation on Liability. Notwithstanding the duty of the Recreation Association to maintain and repair the Recreation Association Common Area, the Recreation Association shall not be liable to Mayflower Way Owners for property damage other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Recreation Association, or caused by the elements or Mayflower Way Owners or other persons.

3.12 Mayflower Way Board of Directors. Except as otherwise provided by law or by the Overall Governing Documents, the Recreation Association shall act through its Mayflower Way Board of Directors and its officers, and no vote of the Mayflower Way Members shall be required. The Officers and Directors of the Recreation Association have a fiduciary relationship to the Mayflower Way Members. A Mayflower Way Owner does not have the authority to act for the Recreation Association by virtue of being a Mayflower Way Owner.

3.13 Powers and Duties. The powers and duties of the Recreation Association include those set forth in the Overall Governing Documents.

4. COVENANT FOR ANNUAL AND SPECIAL MAYFLOWER WAY ASSESSMENTS.

4.1 Creation of Lien and Personal Obligation for Mayflower Way Assessments. Subject to the limitations on assessment liability set forth in Section 4.3 and 4.4, Mayflower Way Developer, for each Parcel within Mayflower Way, hereby covenants, and each subsequent Mayflower Way Owner of any Parcel (including any purchaser at a judicial sale), by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Recreation Association:

(A) the Parcel's pro rata share of annual Mayflower Way Assessments based on the annual budget adopted by the Recreation Association;

(B) the Parcel's pro rata share of special Mayflower Way Assessments for Recreation Association expenditures not provided for by annual Mayflower Way Assessments;

(C) any charges against less than all of the Parcels, as specifically authorized by this Mayflower Way Declaration or the Recreation Association's Bylaws; and

(D) initial capital contributions payable at closing to the Recreation Association, as determined by Mayflower Way Developer.

Mayflower Way Assessments shall be established and collected as provided herein and in the Recreation Association's Bylaws. The annual and special Mayflower Way Assessments and charges, together with interest, costs, and reasonable attorney's fees shall bind such property in the hands of the Mayflower Way Owner, his heirs, devisees, personal representatives, successors and assigns. In any conveyance, voluntary or otherwise, the transferee shall be jointly and severally liable with the transferor for all unpaid Mayflower Way Assessments coming due prior to the time of such conveyance, without prejudice to the rights of the transferee to recover from the transferor the amounts paid by the transferee. Except as provided elsewhere in this Mayflower Way Declaration as to Mayflower Way Developer and Institutional Mortgagees, no Mayflower Way Owner may be excused from the payment of Mayflower Way Assessments unless all Mayflower Way Owners are similarly excused.

4.2 Community Association Assessments. Presently, it is contemplated that the Community Association will collect assessments directly from Mayflower Way Owners. It is possible that the Community Association will require the Recreation Association or a Neighborhood Association to collect such assessments and other charges on behalf of the Community Association, from the Mayflower Way Owners, and to remit a lump sum check to the Community Association. The Community Association adopts these assessments and other charges, and neither Mayflower Way Developer nor the Recreation Association or any Neighborhood Association has control over the amount or timing of such assessments. In the event that the Recreation Association or Neighborhood Association is required to collect assessments and charges on behalf of the Community Association, these amounts shall be included within the Recreation Association's and Neighborhood Association's budget as a notation. However, in no event shall Community Association assessments be considered common expenses of the Recreation Association or a Neighborhood Association. The Community Association assessments and charges may include, but not be limited to, those for: any Community Association "Bulk Agreement" for cable television, electronic monitoring or other telecommunications services; and any amounts charged to the Recreation Association by the Irrigation Provider as provided for in the Community Association Declaration. The Recreation Association shall have the authority to enter into a "Bulk Agreement" for cable television, electronic monitoring or other telecommunications services.

4.3 Share of Mayflower Way Assessments. Except as otherwise provided as to Mayflower Way Developer and certain mortgagees, each Parcel (and the Mayflower Way Owner thereof) which has been submitted to the terms of this Mayflower Way Declaration and which contains a Living Unit for which a final certificate of occupancy has been issued, shall be liable for its pro rata share of all annual and special Mayflower Way Assessments. A Parcel which has been submitted to the terms of this Mayflower Way Declaration containing land or improvements for which a certificate of occupancy has not been issued, shall pay Mayflower Way Assessments equal to five percent (5%) of the Mayflower Way Assessments which are payable by Parcels containing a Living Unit for which a final certificate of occupancy has been issued. All Recreation Association Common Area and any property dedicated to and accepted by any governmental authority or private or public utility shall be exempt from payment of Mayflower Way Assessments.

4.4 Mayflower Way Developer's Share of Mayflower Way Assessments. Mayflower Way Developer shall be excused from the payment of Mayflower Way Assessments for Parcels it owns and which have been submitted to the terms of this Mayflower Way Declaration, and instead shall pay that portion of all Recreation Association expenses actually incurred which exceeds the amounts assessed against other Mayflower Way Owners. Such difference, herein called the "deficiency", shall not include any assessments or charges levied by the Community Association. Mayflower Way Developer's obligation to fund the deficiency shall terminate upon the Mayflower Way Turnover Date, as described in Section 15 hereof. Following the Mayflower Way Turnover Date, Mayflower Way Developer shall pay Mayflower Way Assessments as described in Section 4.3 hereof. Following the Mayflower Way Turnover Date, the initial capital contributions payable at closing to the Recreation Association may be used

to pay operating expenses, fund reserves, or for any other purpose permitted or obligation imposed upon the Recreation Association pursuant to the Community Association Documents.

4.5 Establishment of Liens. Any and all Mayflower Way Assessments levied by the Recreation Association in accordance with the provisions of this Mayflower Way Declaration, together with interest at the highest rate allowed by law, and costs of collection (including, but not limited to reasonable attorney's fees) are hereby declared to be a charge and continuing lien upon the Parcel against which each such assessment or charge is made, and shall also be the personal obligation of the Mayflower Way Owner of each Parcel assessed. This lien is superior to any homestead rights the Mayflower Way Owner may acquire. No Mayflower Way Owner may exempt himself from personal liability for Mayflower Way Assessments, or release his Parcel from the liens and charges hereof, by waiver of the use and enjoyment of the Recreation Association Common Area, or by abandonment of his Parcel; the lien shall be perfected from and after the recording in the Public Records of Collier County, Florida of a Claim of Lien by the Recreation Association, setting forth the legal description of the Parcel, the name and address of the Recreation Association, the amount and due date of each unpaid assessment as of the date the Claim of Lien is recorded, and the effectiveness of the lien shall relate back to the date of recording this Mayflower Way Declaration. A Claim of Lien shall secure payment of all Mayflower Way Assessments due at the time of recording (including interest, costs and attorney's fees as provided above), as well as all Mayflower Way Assessments, interest, costs and attorney's fees coming due subsequently, until the Claim is satisfied or a final judgment of foreclosure obtained. Upon full payment of all sums secured by that Claim of Lien, the party making payment is entitled to a Satisfaction of Lien.

4.6 Priority of Liens. The foregoing notwithstanding, the Recreation Association's continuing lien for unpaid Mayflower Way Assessments shall be subordinate and inferior to: all taxes, assessments, and other levies which by law would be superior thereto (including those of the District); the Community Association's continuing lien; the Master Association's continuing lien; and any recorded Institutional Mortgage (unless the Recreation Association's Claim of Lien was recorded prior to the Institutional Mortgage), but shall be superior to, and take priority over, any other mortgage or lien regardless of when recorded, including the lien of a Neighborhood Association. Any lease of a Living Unit shall be subordinate and inferior to the Recreation Association's continuing lien, regardless of when the lease was executed. A mortgagee in possession, a receiver, a purchaser at a foreclosure sale, or a mortgagee that has acquired title by deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser, or mortgagee shall hold title subject to the liability and lien of any Mayflower Way Assessments coming due after foreclosure or conveyance in lieu of foreclosure. Any unpaid Mayflower Way Assessments which cannot be collected as a lien against any Parcel by reason of the provisions of this Section, shall be treated as a special Mayflower Way Assessment divided equally among, payable by and assessed against all Parcels, including the Parcel as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

4.7 Collection of Mayflower Way Assessments. If any Mayflower Way Owner or Neighborhood Association fails to pay any Mayflower Way Assessment, or installment thereof, within 10 days after the due date, the Recreation Association shall have any or all of the following remedies, to the extent permitted by law, which remedies are cumulative and are not in lieu of, but are in addition to, all other remedies available to the Recreation Association:

(A) To charge interest on such Mayflower Way Assessment or charge, from the date it becomes due until paid at the highest rate allowed by law, as well as to impose a late payment penalty of up to Twenty-five Dollars (\$25.00). This penalty shall not be considered a fine as provided for in Section 11.3, and the procedural requirements for levying fines set forth therein shall not apply.

(B) To file an action in equity to foreclose its lien. The lien may be foreclosed by an action in the name of the Recreation Association in the same manner as that provided pursuant to Florida law for the

foreclosure of liens on condominium units for unpaid condominium assessments unless the Act otherwise provides.

(C) To bring an action at law for a money judgment against the Neighborhood Association or the applicable Mayflower Way Owners without waiving any lien foreclosure rights of the Recreation Association.

4.8 Certificate. The Recreation Association shall, within 15 days of receipt of a written request for same, furnish to any Mayflower Way Owner liable for Mayflower Way Assessments a certificate in writing signed by an officer of the Recreation Association, setting forth whether said Mayflower Way Assessments and any other sums due the Recreation Association have been paid. Such certificate may be relied upon by all interested persons except the Mayflower Way Owner.

4.9 Collection of Mayflower Way Assessments by Neighborhood Association. Any Declaration of Condominium or Declaration of Covenants for a Neighborhood shall provide (and if not, shall be deemed to provide) that all of the covenants set forth in this Mayflower Way Declaration, including, but not limited to, the affirmative covenants to pay Mayflower Way Assessments as herein provided shall run with the land and Parcels submitted to Condominium ownership or subject to a Declaration of Covenants and shall be collected by each Neighborhood Association in the same manner as the Neighborhood Association collects its own assessments. On or before the date each Mayflower Way Assessment is due, the Neighborhood Association shall be required to and shall pay to the Recreation Association an amount equal to the Mayflower Way Assessment per Parcel, multiplied by the number of Parcels within the Neighborhood Association. Within 10 days of a written request, a Neighborhood Association shall provide the Recreation Association with a list of those Mayflower Way Owners who have failed to pay Mayflower Way Assessments. Recreation Association may, in addition to pursuing a money judgment, against the Neighborhood Association or the applicable Mayflower Way Owner(s), record a Claim of Lien on the applicable Mayflower Way Owner(s)' Parcel, and commence an action in equity to foreclose the Claim of Lien.

4.10 Recreation Association Common Area. No land shall be subject to assessment by the Recreation Association if it is a Neighborhood Common Area, Recreation Association Common Area, Del Webb at Ave Maria Community Association Common Area, or has been dedicated to and accepted by any governmental authority, taxing district, the District, the Master Association or any public or private utility.

5. ARCHITECTURAL AND AESTHETIC CONTROL.

5.1 Necessity of Architectural Review and Approval. Except for Mayflower Way Developer, no Mayflower Way Owner shall make or permit the making of any alterations or additions to his Parcel or the Recreation Association Common Area or in any manner change the exterior appearance of any portion of the Unit, without first obtaining the written approval of the Architectural Reviewer, which approval may be denied if the Architectural Reviewer determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to Mayflower Way, in part or in whole. Any glass, screen, curtain, blind, shutter, awning, or other modifications, additions or installations which may be installed where visible from outside the Unit, are subject to regulation by the Architectural Reviewer. The installation of hurricane shutters shall be subject to regulation by the Architectural Reviewer. No Mayflower Way Owner may alter the landscaping of the Recreation Association Common Area in any way without prior approval of the Architectural Reviewer.

5.2 Architectural Review. The architectural review and control functions of the Recreation Association shall be administered and performed by the "Architectural Reviewer", as defined herein. Mayflower Way Developer shall be the Architectural Reviewer and shall have the exclusive right to exercise

architectural review under this Section. Mayflower Way Developer may delegate its reserved rights hereunder to any entity, including the Mayflower Way Board or an Architectural Review Committee appointed by the Mayflower Way Board, in which case the delegatee shall be deemed the Architectural Reviewer. Prior to the Mayflower Way Turnover Date, the Recreation Association shall not be required to adopt Architectural Planning Criteria, but rather, Mayflower Way Developer shall have the authority to process applications in its reasonable discretion and in accordance with its building plans, specifications, plan of development and aesthetic requirements. Following the Mayflower Way Turnover Date, the Recreation Association shall be the Architectural Reviewer, whether through the Mayflower Way Board or an Architectural Review Committee. The Architectural Planning Criteria shall in no event apply to Mayflower Way Developer.

5.3 Powers and Duties of Architectural Reviewer. The Architectural Reviewer shall have the following powers and duties:

(A) To enact modifications and/or amendments to the Architectural Planning Criteria. Any modification or amendment to the Architectural Planning Criteria shall be consistent with the provisions of this Mayflower Way Declaration. As long as Mayflower Way Developer owns at least one (1) Parcel or other property in Mayflower Way, the Architectural Reviewer shall not alter the Architectural Planning Criteria without Mayflower Way Developer's prior written consent, which consent may be denied in Mayflower Way Developer's discretion. Notice of any modification or amendment to the Architectural Planning Criteria, including a verbatim copy of such change or modification, shall be delivered to each Mayflower Way Member; provided that the delivery of a copy of the modification or amendment to the Architectural Planning Criteria shall not constitute a condition precedent to the effectiveness or validity of such change or modification.

(B) To require submission of one (1) complete set of all plans and specifications for any improvement or structure of any kind, including without limitation, any building, fence, wall, sign, site paving, grading, pool, parking and building additions, alteration, screen enclosure, sewer, drain, disposal system, decorative building, landscaping, landscape device or object or other improvement, the construction of placement of which is proposed upon any Parcel or other property in Mayflower Way, together with a copy of any required governmental permits. The Architectural Reviewer may also require submission of samples of building materials and colors proposed for use on any Parcel or other property in Mayflower Way and may require such additional information as reasonably may be necessary for the Architectural Reviewer to completely evaluate the proposed structure or improvement in accordance with this Mayflower Way Declaration and the Architectural Planning Criteria. Reviews shall be coordinated with required governmental approvals. The Architectural Reviewer shall have sixty (60) days to respond once a complete set of plans and specifications have been submitted. Failure to respond within said sixty (60) days shall be deemed an approval.

(C) To approve or disapprove any improvement or structure of any kind, including without limitation, any building, fence, wall, sign, site paving, grading, pools, parking and building additions, alterations, screen enclosure, sewer, drain, disposal system, decorative building landscaping, landscape device or object, or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Parcel or other property in Mayflower Way and to approve or disapprove any exterior additions, changes, modifications or alterations (including, but not limited to, changes in exterior colors, finishes and materials) therein or thereon. All decisions of the Architectural Reviewer shall be in writing and may, but need not be made by a certificate in recordable form.

(D) To approve or disapprove any change, modification or alteration to any improvement or structure as hereinabove described, and the plans and specifications if any upon which such change modification or alteration is based, prior to commencement of construction of such change, modification or

alteration. If any improvement or structure as aforesaid shall be changed, modified or altered without prior approval of the Architectural Reviewer of such change, modification or alteration, and the plans and specifications therefore, if any, then the Mayflower Way Owner shall upon demand, cause the improvement or structure to be restored to comply with the plans and specifications, originally approved by the Architectural Reviewer and shall bear all costs and expenses of such restoration, including costs and reasonable attorney's fees of the Architectural Reviewer or the Recreation Association. The Architectural Reviewer shall be specifically empowered to grant variances from the covenants, conditions and restrictions as contained herein and as are deemed reasonable, required or necessary to meet the needs of the particular building site.

(E) To adopt a schedule of reasonable fees for processing requests for approval or proposed improvements. Such fees, if any, shall be payable to the Architectural Reviewer, in cash, at the time that plans and specifications are submitted to the Architectural Reviewer. In the event such fees, as well as any other costs or expenses of the Architectural Reviewer pursuant to any other provisions of this Article are not paid by the Mayflower Way Owner, they shall become a lien on the Mayflower Way Owner's Parcel.

(F) To monitor construction to verify compliance with the provisions hereof and any approvals and conditions of the Architectural Reviewer.

5.4 Other Approvals Required. Approvals granted by the Mayflower Way Board pursuant to this section shall not avoid the need for any approvals set forth in the Community Association Documents or Neighborhood Documents. The Architectural Planning Criteria of the Recreation Association shall take priority over any conflicting provisions adopted by a Neighborhood Association. The Architectural Standards of the Community Association, if any, shall take priority over any conflicting provisions of the Recreation Association or a Neighborhood Association.

5.5 Garages. No garages, carports or storage areas shall be converted to residential use or use other than as originally designed with the exception of conversion of a garage by Mayflower Way Developer for use as a temporary office or as a sales office.

5.6 Mayflower Way Developer Construction. The provisions of this Section 5 shall not apply to Mayflower Way Developer and Mayflower Way Developer reserves the right to alter the plan of development and architectural style of Mayflower Way and Living Units as it deems desirable in its discretion.

6. PROPERTY RIGHTS: EASEMENTS.

6.1 Use of Recreation Association Common Area. Every Mayflower Way Owner and his tenants, guests and invitees shall have a perpetual non-exclusive easement for ingress, egress and access in, to and over Recreation Association Common Area for use in common with all other Mayflower Way Owners, their tenants, guests and invitees, except as otherwise limited in the Overall Governing Documents. Mayflower Way Developer may deed the Recreation Association Common Area to the Recreation Association by Quit Claim Deed and Recreation Association shall be obligated to accept such conveyances subject to the terms, conditions, and restrictions set forth herein and in such instruments, and without any requirement of Mayflower Way Membership approval. Mayflower Way Developer shall not be obligated to formally deliver the Quit Claim Deed or other instrument to the Recreation Association prior to its recordation. The roadways utilized by Mayflower Way Owners in Mayflower Way will be deeded or dedicated by Developer to the Community Association and Mayflower Way Owners in Mayflower Way shall have an easement of ingress and egress over such roadways. These easements shall be appurtenant to and shall pass with the title to every Living Unit subject to the following:

(A) The right and duty of the Recreation Association to levy Mayflower Way Assessments against each Parcel for the upkeep, maintenance, repair or betterment of the Recreation Association Common Area and improvements thereon.

(B) The right of the Recreation Association to dedicate or transfer or grant an easement covering all or any part of the Recreation Association Common Area to any public agency, governmental authority, or private or public utility for such purposes and subject to such conditions as may be determined by the Mayflower Way Board or as mandated by this Mayflower Way Declaration, any restriction of record or any plat. No such easement shall materially interfere with the rights of the Mayflower Way Owner to use the Recreation Association Common Area for the purposes intended.

(C) The right of a Mayflower Way Owner to the use and enjoyment of the Recreation Association Common Area and facilities thereon shall extend to the members of his family who reside with him, and to his tenants, guests and invitees subject to regulation from time to time by the Recreation Association. Any Mayflower Way Owner who leases his Living Unit shall be presumed to have delegated his easements and rights to use the Recreation Association Common Area to his tenant, and such Mayflower Way Owner's easement and right to use the Recreation Association Common Area shall be suspended during the term of the lease, except that Mayflower Way Owner shall be permitted temporary ingress and egress to his Living Unit in order to inspect his Living Unit. It is the intent hereof to prohibit dual usage of the recreation and any parking facilities.

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

6.2 Easement for Repair, Maintenance and Encroachment. If any Living Unit or part of a Living Unit shall encroach upon any of the Recreation Association Common Area or any other Parcel for any reason other than the intentional act of the Mayflower Way Owner, or if the Recreation Association Common Area shall encroach upon any Living Unit or Parcel, then an easement shall exist to the extent of that encroachment for so long as the encroachment shall exist. If a building, window, eave, projection, gutter, roof or any other structure on a Parcel (the "Encroaching Parcel") shall encroach upon any adjoining Parcel, by reason of original construction, reconstruction, repair, shifting, settlement, or movement of any portion of the improvements, or by the unintentional act of the Mayflower Way Owner or Mayflower Way Developer, then an easement appurtenant to such Encroaching Parcel, to the extent of such encroachment, shall exist so long as such encroachment shall exist. An easement for repair and maintenance of the improvements shall exist over and across adjoining Parcels. In the event that any structure is partially or totally destroyed, then rebuilt, then the Mayflower Way Owners and the Recreation Association agree that

minor encroachments on adjacent Parcels or on Recreation Association Common Area due to construction shall be permitted and that an easement for such encroachments and the maintenance of the structure shall exist. The Recreation Association is granted a blanket easement over all Neighborhoods, the Recreation Association Common Area and Parcels for repair and maintenance and for carrying out its responsibilities pursuant to this Mayflower Way Declaration.

6.3 Partition: Separation of Interest. There shall be no judicial partition of the Recreation Association Common Area, except as expressly provided elsewhere herein, nor shall Mayflower Way Developer, or any Mayflower Way Owner or any other person acquiring any interest in Mayflower Way, or any part thereof, seek judicial partition thereof. Nothing herein shall be construed to prevent judicial partition of any Parcel and Living Unit owned on cotenancy. The ownership of any Parcel and the ownership of the Living Unit constructed thereon may not be separated or separately conveyed; nor may any person who does not have an ownership interest in at least one Parcel and Living Unit hold Mayflower Way Membership, except for Mayflower Way Developer.

6.4 Easements. Mayflower Way Developer (during any period in which Mayflower Way Developer has any ownership interest in Mayflower Way) shall have the right to grant such electric, telephone, gas, water, sewer, irrigation, drainage, cable television or other easements, and to relocate any existing easement in any portion of Mayflower Way and to grant access easements and to relocate any existing access easements in any portion of Mayflower Way as Mayflower Way Developer shall deem necessary or desirable, for the proper construction of Mayflower Way, operation and maintenance of Mayflower Way, or any portion thereof, or for the general health or welfare of the Mayflower Way Owners or for the purpose of carrying out any provisions of this Mayflower Way Declaration. Such easements or the relocation of existing easements may not prevent or unreasonably interfere with the use of the Parcels and Living Units. Each Living Unit and Parcel shall be subject to an easement in favor of all other portions of Mayflower Way for the location of utilities and for surface water drainage, for lateral and subjacent support, and for the use, maintenance, repair, and replacement of the party walls, structural supports, roofs, pipes; wires, ducts, vents, cables, conduits, public utility lines and other similar or related facilities serving other portions of Mayflower Way. Following the Mayflower Way Turnover Date, the Recreation Association shall have the authority to grant easements on the foregoing terms, subject to Mayflower Way Developer's prior written consent as long as Mayflower Way Developer owns a Parcel.

6.5 Construction; Maintenance. Mayflower Way Developer (including its agents, designees, contractors, successor and assigns) shall have the right in its and their sole discretion, to enter the Recreation Association Common Area or any Neighborhood and take all other action necessary or convenient for the purpose of completing the construction thereof, of any improvements or Living Units. As long as Mayflower Way Developer is liable under the terms of any warranty in favor of a Mayflower Way Owner, Mayflower Way Developer and its agents, designees, contractors, and their successor and assigns shall have an easement of access to the Recreation Association Common Area or any Neighborhood and any Parcels and Living Units in order to make repairs or replacements, and take all other action necessary or convenient for the purpose of fulfilling its obligations.

6.6 Community Association Documents and Plat. Each Neighborhood and the Parcels located therein shall be subject to and benefited by those easements set forth in the: Overall Governing Documents; the plat of Ave Maria, Phase One recorded in Plat Book 46 at Page 16, et. seq.; the plat of Ave Maria Unit 3, Del Webb Phase One recorded in Plat Book 47 at Page 52, et. seq.; and the plat of Ave Maria Unit 9, Del Webb at Ave Maria Parcels 101, 103, 104 & 105 recorded in Plat Book 47 at Page 94, et. seq., both of the Public Records of Collier County, Florida (collectively, the "Plats"). Each Neighborhood and the Parcels located therein shall be subject to a perpetual easement in favor of Recreation Association for purposes of allowing Recreation Association to maintain the lawn and landscaping contained therein as provided elsewhere in this Mayflower Way Declaration.

7. MAINTENANCE OF RECREATION ASSOCIATION COMMON AREA AND LIVING UNITS.

7.1 Recreation Association Common Area. The Recreation Association shall maintain, repair and replace the Recreation Association Common Area at the Recreation Association's expense. A Mayflower Way Owner shall be liable for any maintenance, repairs or replacement of any of the Recreation Association Common Area caused by the intentional or negligent acts of Mayflower Way Owner, his family, lessees, invitees and guests.

7.2 Parcels and Living Units. The lawns and landscaping (including irrigation equipment) in their original condition as installed by Mayflower Way Developer or any other developer of such Neighborhood, shall be maintained by the Recreation Association at the expense of the Mayflower Way Owners as a common expense through Mayflower Way Assessments, regular and special. All other portions of a Neighborhood, including the Living Units, shall be maintained by the Neighborhood Associations and their Mayflower Way Owners in a safe, clean, orderly and attractive condition, and in harmony with the general character of Mayflower Way. In the event that a Mayflower Way Owner or Neighborhood Association fails or refuses to comply with these provisions, after 14 days notice and demand from the Association and the Mayflower Way Owner's or Neighborhood Association's failure to comply, the Recreation Association shall have the authority (but not the obligation) to take whatever action is reasonably necessary in its judgment to bring the applicable property and its improvements into conformity and the expenses of doing so shall be an obligation of the Neighborhood Association or the Mayflower Way Owner collectable as a special Mayflower Way Assessment. The Recreation Association is granted an easement upon the Neighborhood and its improvements for these purposes.

7.3 Surface Water Management System. The Surface Water Management System in Del Webb at Ave Maria shall consist of certain water management lakes and ancillary drainage facilities constructed in accordance with permits issued by the SFWMD. The lakes shall not be available for use by Mayflower Way Owners or the Recreation Association, nor shall the Recreation Association nor any Mayflower Way Owner in any manner interfere with or alter the Surface Water Management System or interfere with the access rights of any entity responsible for its maintenance. All Mayflower Way Owners acknowledge that due to ground water elevations, priorities established by governmental authorities, and other causes outside of the reasonable control of Master Developer, Mayflower Way Developer, District, Master Association, Recreation Association or the Community Association, lake water levels may fluctuate at certain times during the year and such fluctuations may be material. Neither Master Developer, Mayflower Way Developer, District, Master Association, Recreation Association nor the Community Association shall have any liability for aesthetic conditions, objectionable odors, damage to plantings or direct or consequential damages of any nature caused by the fluctuation of water levels or water quality.

7.4 Alterations and Additions. Material alterations or substantial additions to the Recreation Association Common Area may be undertaken and funds necessary levied as special Mayflower Way Assessments by the Recreation Association only upon prior approval by a majority of the whole Mayflower Way Board of Directors and Mayflower Way Developer (until Mayflower Way Developer conveys the last Parcel which may be submitted to the terms of this Mayflower Way Declaration). Alterations and additions to the Recreation Association Common Area may also require approval from the Community Association. The Recreation Association Common Area shall not be mortgaged or conveyed without the approval of at least two-thirds (2/3) of the Class "A" Mayflower Way Members (excluding Mayflower Way Developer).

7.5 Standard of Maintenance. The Recreation Association shall perform its maintenance responsibilities hereunder in a manner consistent with the Community-Wide Standard established pursuant to the Community Association Declaration.

8. INSURANCE. The Recreation Association shall obtain and maintain adequate insurance (with provisions for deductibles) as follows:

(A) Casualty. The coverage shall afford protection as may be appropriate against:

(1) Loss or damage by fire or other hazards covered by a standard extended coverage endorsement.

(2) Such other risks as from time to time are customarily covered with respect to improvements on the Recreation Association Common Area including, but not limited to, flood, vandalism, and malicious mischief. All or any part of such coverage may be extended to include personal property of the Recreation Association as the Mayflower Way Board may deem desirable. The Recreation Association shall act as agent of the Mayflower Way Owners and shall adjust all losses on their behalf. The premiums shall be included as a common expense.

(B) Recreation Association's Public Liability. The Recreation Association shall at all times maintain a policy of comprehensive liability insurance insuring the Recreation Association and its agents, the Mayflower Way Board, and the Mayflower Way Owners against liability in connection with the Recreation Association Common Area in such amounts as the Mayflower Way Board may deem desirable, which policy shall include, if obtainable, a cross-liability endorsement. The premiums for such insurance shall be a common expense.

9. USE RESTRICTIONS.

9.1 Residential Purposes. No Parcel shall be used for other than single-family residential purposes, except that Parcels, or portions of Parcels may be used by Mayflower Way Developer for temporary offices, sales offices or model villas. No trade or business may be conducted in or from any Unit, except that a Mayflower Way Owner or occupant residing in a Unit may conduct business activities within the Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Unit; (b) the business activity conforms to all zoning requirements; (c) the business activity involves only telephone calls and correspondence to and from the Unit and does not involve persons coming into Mayflower Way who do not reside in Mayflower Way or door-to-door solicitation of occupants of Mayflower Way; and (d) the business activity is consistent with the residential character of Mayflower Way and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other occupants of Units. The use of a Unit as a public lodging establishment shall be deemed a business or trade use. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor.

9.2 Signs. With respect to any Living Unit that is a condominium unit, no Mayflower Way Owner other than Mayflower Way Developer may post or display any signs including "For Sale", "For Rent", "Open House" and other similar signs. With respect to any Living Unit that is not a condominium unit, no sign or advertisement of any kind, including, without limitation, those of realtors, contractors and subcontractors, shall be erected within Mayflower Way without the written consent of the Mayflower Way Board of Directors or in accordance with the regulations adopted by the Mayflower Way Board of Directors and the Community Association, except in connection with the sale or resale of Units by Mayflower Way Developer or as may be required by legal proceedings. Signs which are permitted within

Mayflower Way may be restricted as to the size, color, lettering, materials and location of such signs. The Mayflower Way Board of Directors or Mayflower Way Developer shall have the right to erect signs as they, in their discretion, deem appropriate. Under no circumstances shall signs, flags, banners or similar items advertising or providing directional information with respect to activities being conducted outside Mayflower Way be permitted within Mayflower Way without the express written consent of the Mayflower Way Board of Directors and the Community Association, unless they are installed by Mayflower Way Developer. No sign shall be nailed or otherwise attached to trees.

9.3 Nuisance. Nothing shall be done upon any Parcel or in any Neighborhood or in the Recreation Association Common Area 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. All residents shall observe the vehicular speed limits and pool rules posted on signs in the Del Webb at Ave Maria Community Association Common Area and Recreation Association Common Area, respectively.

9.4 Underground Utility Lines and Services. All electric, telephone, gas and other utility lines shall be installed underground, except for temporary lines as required during construction or if required by law, or installed by Del Webb at Ave Maria Developer or Mayflower Way Developer.

9.5 Recreation Association Common Area. No Mayflower Way Owner shall make use of the Recreation Association Common Area in such a manner as to abridge the equal rights of the other Mayflower Way Owners to their use and enjoyment thereof nor shall any Mayflower Way Owner remove, prune, cut, damage or injure any trees or other landscaping located in the Recreation Association Common Area. Except as otherwise stated in this Mayflower Way Declaration and its Exhibits or with respect to Mayflower Way Developer's reserved rights, any portion of the Recreation Association Common Area which is deemed open space shall be owned by the Recreation Association and preserved and maintained by it and shall not be destroyed.

9.6 Pets and Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Parcel, except that dogs, cats and other usual and non-exotic household pets may be kept in reasonable numbers (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 Mayflower Way Owner's Parcel and shall not be permitted to run freely. When outside the Mayflower Way Owner's Parcel, all pets must be carried or secured with a hand held leash. The Mayflower Way Board of Directors shall have the authority to order the permanent removal of any pet which becomes an unreasonable source of annoyance to other residents in Mayflower Way. A Mayflower Way Owner shall immediately pick up and remove any solid animal waste deposited by his pet.

9.7 Trucks, Commercial Vehicles, Recreation Vehicles, Mobile Homes, Boats, Campers and Trailers.

(A) Operable and currently licensed automobiles may be kept or parked only on paved driveways, on paved parking pads, or in enclosed garages, as those may be applicable to Mayflower Way, provided that in the case of a Parcel with an attached garage, all vehicles except those of the Mayflower Way Owner's guests shall be kept in the attached garage or in the driveway adjacent to the attached garage while the Mayflower Way Owner is in residence. Parking is prohibited on any roadway owned by or dedicated to the Community Association, with the exception of designated guest parking spaces located on the roadway depicted as "Mayflower Way" on the Plat of Ave Maria Unit 9, Del Webb at Ave Maria Parcels 101, 103, 104 & 105 recorded in Plat Book 37 at Page 94 *et. seq.* of the Public Records of Collier County, Florida. No vehicles shall be kept in a state of disrepair. The driveways adjacent to Parcels with an attached garage shall not be considered part of the common elements or Common Area of any

Neighborhood. Those driveways are part of the Recreation Association Common Area. Each Parcel is granted an easement over the driveway adjacent to the Parcel's attached garage for parking purposes, and such driveway is assigned to that Parcel. Mayflower Way Owners and their families are prohibited from parking in areas designated for "guest" parking, as those are reserved for temporary usage. Vans, sport utility vehicles and pick-up trucks shall be considered to be automobiles and may be parked on driveways if the vehicle is used for the primary purpose of transportation of passengers and their personal goods. If the vehicle is used primarily for the transportation of goods then it shall be considered a commercial vehicle. All other vehicles (i.e., all motorized and non-motorized vehicles except operable automobiles) including, without limitation, the following: Inoperable vehicles, vehicles in a state of disrepair, recreational vehicles, police or other service vehicles, motorcycles, motorbikes, all-terrain vehicles, ambulances, hearses, golf carts, security company vehicles, watercraft, aircraft, house trailers, campers, camping trailers and other trailers, vehicles with commercial markings, racks or tools in the bed, and tractors shall be kept within an enclosed garage. All motorcycles and motorbikes shall be equipped with effective sound muffling devices. All permitted vehicles must observe posted speed limits or the Mayflower Way Owners thereof shall be fined as permitted in the Community Association's Bylaws. Bicycle racks are permitted on non-commercial vehicles. Golf carts are permitted, subject to Del Webb at Ave Maria Rules and Regulations regarding type, use and other relevant issues.

(B) Service, construction and delivery vehicles may be parked in the driveway used by a Unit or on the portion of the Recreation Association Common Area intended for parking during daylight hours for such period of time as is reasonably necessary to provide service or make a delivery to a Unit.

(C) None of the foregoing restrictions shall apply to commercial vehicles providing service, construction or making deliveries to or on behalf of the Recreation Association, the Community Association, a Neighborhood Association, District, Master Association, Del Webb at Ave Maria Developer, Mayflower Way Developer, Master Developer or any of their designees, contractors, subcontractors and agents.

(D) The Recreation Association shall be permitted to order the towing of any vehicle that is in violation of the Mayflower Way Documents.

(E) Units may not park more than two (2) vehicles on a permanent basis. All vehicles of guests exceeding these numerical limits shall be parked in designated "guest" areas. Mayflower Way Owners and their families shall not park in areas designated for "guest" parking, as those are reserved for temporary use.

9.8 Exterior Colors. No exterior colors on any structure, nor the colors of driveways and walkways shall be permitted that, in the sole judgment of the Architectural Reviewer, would be inharmonious or incongruous with the remainder of Mayflower Way. Any future color changes, as described above, desired by Mayflower Way Owners must be first approved in writing by the Architectural Reviewer. The color of the roof tile shall not be changed nor shall other roofing materials or styles be substituted.

9.9 Landscaping. All areas not covered by structures, walkways, paved parking facilities or areas approved by the Recreation Association to be left in their natural state shall be maintained as lawn or landscape areas to the pavement edge of any abutting streets and to the waterline of any abutting lakes, canals or water management areas. All lawn and landscape areas shall be kept in good and living condition.

9.10 Antennas and Flagpoles. Antennas and satellite dishes are prohibited, except that (a) antennas or satellite dishes designed to receive direct broadcast satellite service which are one meter or less in diameter (b) antennas or satellite dishes designed to receive video programming services via multi-point distribution services which are one meter or less in diameter; or (c) antennas or satellite dishes designed to

receive television broadcast signals, ("Reception Device") shall be permitted, provided that the Reception Device is located so as not to be visible from outside the Living Unit, or is located on the lanai of the Living Unit. The Architectural Reviewer may require that a Reception Device be painted, and if the Living Unit is a detached dwelling, the Architectural Reviewer may require that it be screened by landscaping or other means in order to blend into the Living Unit and be removed from view from the street and other Living Units. The installation and display of flagpoles and flags shall be subject to regulation by the Architectural Reviewer, but no Mayflower Way Owner shall be prevented from displaying a portable, removable United States flag in a respectful manner or official flag of the State of Florida in a respectful manner, or on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day, be prevented from displaying in a respectful manner a portable, removable official US Army, Navy, Air Force, Marine Corps or Coast Guard flag not larger than 4.5' x 6'. Notwithstanding the foregoing, no one shall be permitted to display the United States flag in a manner that violates: (i) Federal law or any rule or custom as to the proper display or use of the United States flag; or (ii) any reasonable restriction pertaining to the time, place and manner of displaying the flag. The restriction must be necessary to protect a substantial interest of the Recreation Association.

9.11 Outdoor Equipment. All garbage and trash containers, oil tanks, bottled gas tanks, swimming pool equipment, housing and sprinkler pumps and other such outdoor equipment must be located or screened so as to be reasonably concealed from view of neighboring Parcels, streets, and property located adjacent to the Parcel. The preceding two sentences shall not apply to any condominiums in Mayflower Way in which such outdoor equipment is prohibited. Mayflower Way shall be equipped with dual water lines, one of which shall be designated to utilize non-potable water. All underground irrigation systems must be connected to the non-potable water line and all spigots on the exterior portion of a structure shall be connected to the potable water line.

9.12 Air Conditioning and Heating Equipment. Window or wall air conditioning units are prohibited.

9.13 Walls, Fences, Window Coverings and Hurricane Shutters. No wall or fence shall be constructed in any Neighborhood, except, in the case of any detached Living Unit, for a pool cage, or fencing of air conditioning or pool equipment, all as may be approved by the Recreation Association and the Community Association. Mayflower Way Owners may install hurricane shutters, subject to specifications adopted by a Neighborhood Association and the Community Association. All hurricane shutter specifications adopted by a Neighborhood Association shall be subject to the review and approval of the Architectural Reviewer. The Neighborhood Association's hurricane shutter specifications may not conflict with those adopted by the Community Association's Board of Directors, except that they may be more restrictive than those adopted by the Community Association's Board of Directors. Laminated glass and window film architecturally designed to function as hurricane protection which complies with the applicable building code, may be used in place of hurricane shutters, except that reflective window coverings are prohibited.

9.14 Lighting. The exterior lighting in any Neighborhood or Parcel shall be accomplished in accordance with a lighting plan approved in writing by the Architectural Reviewer and in accordance with the Community Association Declaration.

9.15 Mayflower Way Developer. As used in this Section 9, when the Recreation Association's or the Architectural Reviewer's approval is required, it shall, prior to the Mayflower Way Turnover Date, mean "Mayflower Way Developer's approval"(unless Mayflower Way Developer has delegated its architectural review functions to the ARC or the Mayflower Way Board of Directors). After the Mayflower Way Turnover Date, Mayflower Way Developer's approval shall also be required as long as Mayflower Way Developer owns a Parcel or other property within Mayflower Way.

9.16. Open Areas Adjacent to Lakes and Golf Course. Shrubs, trees, structures or other improvements (other than those originally installed or approved by Mayflower Way Developer) shall not be installed in any area that is adjacent to a lake or golf course in Del Webb at Ave Maria.

10. MAYFLOWER WAY DEVELOPER'S AND RECREATION ASSOCIATION'S EXCULPATION. The Recreation Association and Mayflower Way Developer may grant, withhold or deny its permission or approval in any instance where its permission or approval is permitted or required without incurring liability of any nature to the Mayflower Way Owners or any other person for any reason whatsoever, any permission or approval so granted shall be binding upon all persons.

11. ENFORCEMENT OF COVENANTS AND ABATEMENT OF VIOLATIONS. Every Neighborhood Association, Mayflower Way Owner and the Mayflower Way Owner's family members, tenants, guests and invitees shall at all times comply with all the covenants, conditions and restrictions of the Overall Governing Documents. All violations of the Overall Governing Documents shall be reported immediately to the property manager for the applicable association. Before undertaking any remedial, disciplinary or enforcement action against a person alleged to be in violation, the Recreation Association shall give the alleged violator reasonable written notice of the alleged violation, except in emergencies. Disagreements concerning violations, including, without limitation, disagreements regarding the proper interpretation and effect of the Mayflower Way Documents, shall be presented to and determined by the Mayflower Way Board of Directors, whose interpretation of the Mayflower Way Documents and/or whose remedial action shall control. If any person, firm or entity subject to the Mayflower Way Documents fails to abide by them, as they are interpreted by the Mayflower Way Board of Directors, the Recreation Association shall have the ability to take any action to compel compliance as set forth below. Notwithstanding anything to the contrary set forth above, the interpretation of the Community Association Documents and/or remedial action with respect to same shall be controlled by the Community Association's Board of Directors. Certain disputes must be submitted to dispute resolution procedures conducted by the Division of Florida Land Sales, Condominiums and Mobile Homes ("Division") as more particularly set forth in Section 720.311 of the Act.

11.1 Legal Action. Judicial enforcement of the covenants and restrictions in the Mayflower Way Documents shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, or against the land to enforce any lien created by these covenants; and failure by the Recreation Association or any Mayflower Way Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If such action is instituted, the Recreation Association shall, in addition, be entitled to recover its costs and attorney's fees incurred in enforcing the Mayflower Way Documents. The Recreation Association may also take legal action against any Neighborhood Association which fails to make a reasonable effort to enforce any restrictive covenants or affirmative obligations under the Mayflower Way Documents or the Neighborhood Documents, where such failures have an adverse impact on the appearance of Mayflower Way or the operation of the Recreation Association.

11.2 Entry by Mayflower Way Developer or Recreation Association. Violation of any conditions or restrictions or breach of any covenant contained in the Mayflower Way Documents shall also give Mayflower Way Developer, its successors and assigns, and/or the Recreation Association and its authorized agent or representative, in addition to all other remedies, the right to enter upon the land of a Neighborhood or Parcel where such violation or breach exists and in the event of an emergency, summarily abate and remove, at the expense of the owner of the land, any construction or other violation that may be or exist thereon. Mayflower Way Developer, its successors and assigns and/or the Recreation Association and its authorized agents shall not thereby become liable in any manner for trespass, abatement or removal.

11.3 Fines. The Mayflower Way Board, subject to the approval of a fining committee to the extent required by Florida law, may impose a fine or fines against a Mayflower Way Owner for failure of the Mayflower Way Owner, his family, Guests, invitees, tenants, or agents of any of the foregoing, to comply with any covenant, restriction, rule, or regulation contained in the Mayflower Way Documents. Fines shall not be secured by a lien against the Parcel, unless permitted by the Act.

11.4 Alternative Method for Resolving Disputes with Mayflower Way Developer. Unless otherwise required to be submitted to mediation or non-binding arbitration pursuant to Section 718.1255, Florida Statutes, Section 720.311 of the Act, or mediation or binding arbitration pursuant to Article XIX, Section 5 of the Community Association Declaration, any dispute ("Claim") between any of the following parties (a Neighborhood Association, the Recreation Association, or any Mayflower Way Owner, tenant, guest, occupant or invitee) against any of the following parties (Mayflower Way Developer or its directors, officers, agents and employees, or any directors or officers of a Neighborhood Association or the Recreation Association appointed by Mayflower Way Developer), mediation and then final and binding arbitration shall apply as set forth herein. The procedures set forth in subsections (A) through (E) below shall apply, except in the case of a Claim alleging a construction defect brought against Mayflower Way Developer by the Recreation Association or a Neighborhood Association that is governed by Chapter 558, Florida Statutes, in which case the procedures set forth in subsections (A) through (E) shall be modified as described in subsection (G):

(A) Any party having a Claim ("Claimant") against the other party ("Respondent") shall notify the Respondent in writing ("Notice"), stating plainly and concisely:

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

(B) The parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim. If the parties do not resolve the Claim within thirty (30) days of the date of the Notice (or within such other period as may be agreed to by the parties), Claimant shall have ten (10) days in which to submit the Claim to mediation under the auspices of a mediator certified by the 12th Judicial Circuit. If Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to any person other than the Claimant. Any settlement of the Claim through mediation shall be documented in writing by the mediator and signed by the parties. If the parties do not settle the Claim within thirty (30) days after submission of the matter to mediation, or within such time period as determined by the mediator, the mediator shall issue a notice of an impasse and the date the mediation was terminated.

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

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

(D) In any dispute under this Section 11.4, the parties shall share the fees and costs associated with mediation. In the case of arbitration, the prevailing party shall be entitled to judgment for its reasonable attorney's fees and costs incurred.

(E) If the parties agree to a resolution of any Claim through negotiation, mediation or arbitration under this Section 11.4, and any party thereafter fails to abide by the terms of such agreement, or if any party fails to comply with an arbitrator's final order, then any other party may file suit in a court of competent jurisdiction to enforce such agreement or final order without the need to again comply with the procedures set forth above. In such event, the party taking action to enforce the agreement or final order shall be entitled to recover from the non-complying party (or if more than one non-complying party, jointly and severally), all costs incurred in enforcing such agreement or final order, including, without limitation, reasonable attorney's fees and costs.

(F) This Section 11.4 shall not apply to a dispute between a Mayflower Way Owner and Mayflower Way Developer concerning the purchase and sale and construction of a Parcel or Unit. Those disputes shall be governed by the provisions of any purchase and sale agreement or construction agreement.

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

12. LEASING, CONVEYANCE, DISPOSITION.

12.1 Forms of Ownership:

(A) One Mayflower Way Owner. A Parcel may be owned by one natural person.

(B) Co-ownership. Co-ownership of Parcels is permitted. If the co-Mayflower Way Owners are other than husband and wife, or two (2) people who reside together as a single housekeeping unit, the Mayflower Way Board shall require two (2) people to be designated as "Primary Occupants", and the use of the Parcel by other persons shall be as though the Primary Occupants were the only actual Mayflower Way Owner. The intent of this provision is to permit multiple Mayflower Way Owners, but to prohibit short term, transient use by several individuals or families. Any change in the Primary Occupants shall be treated as a transfer of ownership by sale or gift, subject to all of the provisions of this Section. No more than one change in the Primary Occupants will be approved in any twelve-month period.

(C) Ownership by Corporations or Trusts. A Parcel may be owned in trust, or by a corporation, partnership or other entity which is not a natural person. However, the intent of this provision is to allow

flexibility in estate, financial or tax planning, and not to create circumstances in which the Parcel may be used as short term transient accommodations for several individuals or families. A trustee, corporation or other entity may be a Mayflower Way Owner as long as there is a designation of two (2) people to be the Primary Occupants, and the use of the Parcel by other persons shall be as though the Primary Occupants were the only actual Mayflower Way Owner. No more than one change in the Primary Occupants will be approved in any twelve-month period.

(D) Life Estate. A Parcel may be subject to a life estate, either by operation of law or by voluntary conveyance. In that event, the life tenant shall be the only Mayflower Way Member from such Parcel, and occupancy of the Parcel shall be as if the life tenant were the only Mayflower Way Owner. Upon termination of the life estate, the holders of the remainder interest shall acquire occupancy rights. The life tenant and holders of the remainder interest shall be jointly and severally liable for all Mayflower Way Assessments and charges against the Parcel. The life tenant may, by signed agreement, transfer the right to vote in all Recreation Association matters to any one remainderman, subject to approval by the Recreation Association of such arrangement. Except in the case where such a transfer has been made, if the consent or approval of the Mayflower Way Owner is required for any purpose, that consent or approval of the holders of the remainder interest shall not be required.

12.2 Leasing. Only entire Living Units may be leased. The minimum leasing period is thirty (30) days and no Unit may be leased more than four (4) times in any one 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 Living Unit may be used on a "time share" basis. All leases must and shall be deemed to contain the agreement of the tenant(s) to abide by all of the restrictions contained in the Mayflower Way Documents and shall be deemed to provide that a violation thereof is grounds for damages, termination and eviction and that the tenant and the Mayflower Way Owner agree that the Recreation Association may proceed against either the Mayflower Way Owner or the tenant and that the Mayflower Way Owner or the tenant shall be responsible for the Recreation Association's costs and expenses, including attorney's fees and costs, secured by a lien against the Parcel. The provisions of this Section shall not be applicable to Living Units owned or leased by Mayflower Way Developer.

13. MAYFLOWER WAY DEVELOPER'S RIGHTS AND DUTIES. So long as Mayflower Way Developer holds title to any Parcels or other property in Mayflower Way the following shall apply, notwithstanding any other provisions to the contrary.

13.1 Mayflower Way Developer's Use. Neither the Mayflower Way Owners nor the Recreation Association nor their use of the Parcels, Living Units, or Recreation Association Common Area shall unreasonably interfere with the completion of the contemplated improvements or sales of Parcels. Mayflower Way Developer may make any use of unsold Parcels, Living Units and Recreation Association Common Area as may reasonably be expected to facilitate completion and sales, including, but not limited to, maintenance of sales offices, display of signs, leasing Living Units, and showing Mayflower Way to prospective purchasers. Mayflower Way Developer may utilize any model homes, sales offices, trailers, etc., for use in marketing developments other than Mayflower Way, regardless of whether they are located within or outside of Del Webb at Ave Maria. Mayflower Way Developer shall retain all rights set forth in this Section 13.1 until Mayflower Way Developer has completed all of the contemplated improvements and has conveyed all of the Parcels in Mayflower Way, and is not leasing a Living Unit from a Mayflower Way Owner.

13.2 Assignment of Development Rights. All or any portion of the rights, privileges, powers and duties of Mayflower Way Developer set forth in the Mayflower Way Documents may be assigned by Mayflower Way Developer to any person or entity, without the consent of any other Mayflower Way Owner or any holder of a mortgage secured by any Parcel. In the event of such assignment, the assignee shall

assume such rights, powers and duties, and Mayflower Way Developer shall be relieved of all further liability or obligation to the extent of the assignment. In the event of the foreclosure of any mortgage owed by Mayflower Way Developer, or deed in lieu of such foreclosure, the person first acquiring title to such interest by reason of such foreclosure, or deed in lieu of foreclosure, shall succeed to all rights, powers, privileges and immunities of Mayflower Way Developer in and to such interest and Mayflower Way Developer shall be relieved of any further liability or obligation to the extent of such transfer of title.

14. DURATION OF COVENANTS/AMENDMENT OF MAYFLOWER WAY DECLARATION.

14.1 Duration of Covenants. The covenants, conditions and restrictions of this Mayflower Way Declaration shall run with and bind Mayflower Way, and shall inure to the benefit of and be enforceable by the Recreation Association, Mayflower Way Developer and any Mayflower Way Owner, their respective legal representatives, heirs, successors and assigns, for an initial period to expire on the 30th anniversary of the date of recordation of the Mayflower Way Declaration (as amended to that date by Mayflower Way Developer or the Mayflower Way Membership as provided elsewhere herein). Upon the expiration of the initial period, this Mayflower Way Declaration shall be automatically renewed and extended for successive 10-year periods. The number of 10-year renewal periods hereunder shall be unlimited, with this Mayflower Way Declaration being renewed and extended upon the expiration of each 10-year renewal period for an additional 10-year period; provided, however, that there shall be no renewal or extension of this Mayflower Way Declaration if during the last year of the initial period, or during the last year of any subsequent 10-year renewal period, 90% of all Mayflower Way Owners, at a duly held meeting of Mayflower Way Members, vote in favor of terminating this Mayflower Way Declaration at the end of its then current term (provided that no such termination shall be effective without Mayflower Way Developer's prior written consent, which consent may be denied in Mayflower Way Developer's discretion). It shall be required that written notice of any meeting at which such proposal will be considered, shall be given at least 45 days in advance of said meeting. If the Mayflower Way Members vote to terminate this Mayflower Way Declaration, the President and Secretary of the Recreation Association shall execute a certificate which shall set forth the resolution of termination so adopted, the date of the meeting of the Recreation Association, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution. Said certificate shall be recorded in the Public Records of Collier County, Florida, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Mayflower Way Declaration.

14.2 Proposal. Amendments to this Mayflower Way Declaration may be proposed at any time by the Mayflower Way Board of Directors or by written petition signed by Representatives representing one-fourth (1/4) of the voting interests. If by petition, the proposed amendments must be submitted to a vote of the Representatives not later than the next annual meeting.

14.3 Vote Required. Except as otherwise provided by law, or by specific provision of the Mayflower Way Documents, this Mayflower Way Declaration may be amended if the proposed amendment is approved by Representatives representing at least two-thirds (2/3) of the voting interests at any annual or special meeting, provided that the text of each proposed amendment has been given to the Mayflower Way Members with notice of the meeting. No amendment shall increase the proportion or percentage by which any Parcel shares Mayflower Way Assessments or materially, adversely alters the proportionate voting interest appurtenant to a Parcel, unless the Recreation Association obtains the prior written consent and joinder, in recordable form, of the Mayflower Way Owner of such Parcel and all holders of a lien against such Parcel. A change in quorum requirements is not an alteration to voting interests.

14.4 Certificate; Recording. A copy of each amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to this Mayflower Way Declaration, which certificate shall identify the Book and Page or Instrument number, as applicable, of the Public Records of Collier County,

Florida, and shall be executed by the President or Vice-President of the Recreation Association with the formalities of a deed. The amendment shall be effective when the certificate is recorded in the Public Records of Collier County, Florida.

14.5 Mayflower Way Developer's Rights. As long as Mayflower Way Developer holds title to any Parcel, no amendment adopted by the Mayflower Way Membership shall be effective without the prior written consent and joinder of Mayflower Way Developer, which consent may be denied in Mayflower Way Developer's discretion. Regardless of whether Mayflower Way Developer owns a Parcel, no amendment shall be effective if it affects Mayflower Way Developer's rights or alters a provision herein made for Mayflower Way Developer's benefit. No amendment shall be effective which alters the rights and privileges of Mayflower Way Developer, an Institutional Mortgagee, the Community Association, SFWMD, or District unless such party shall first provide its written consent and joinder.

14.6 Mayflower Way Developer Amendment of Documents. In addition to any other right of amendment or modification provided for in this Mayflower Way Declaration, to the extent permitted by law, Mayflower Way Developer, or any entity which succeeds to its position as Mayflower Way Developer may, in its sole discretion, by an instrument filed of record, unilaterally modify, enlarge, amend, waive or add to the provisions of this Mayflower Way Declaration or any of its recorded exhibits. Any amendment made pursuant to this paragraph may be made without notice to the Mayflower Way Members or to any other entity. Annexation of additional real property and subjecting same to this Mayflower Way Declaration, dedication of Recreation Association Common Area to the Association, and amendments to this Mayflower Way Declaration requires HUD/VA approval as long as there is a Class "B" Mayflower Way Membership.

15. MAYFLOWER WAY TURNOVER. Pursuant to Section 720.307 of the Act, the Mayflower Way Members other than Mayflower Way Developer are entitled to elect a majority of the Mayflower Way Board of Directors three (3) months after ninety percent (90%) of all Parcels in Mayflower Way that ultimately will be operated by the Recreation Association have been conveyed to Mayflower Way Members other than Mayflower Way Developer. Mayflower Way Developer shall be entitled to elect at least one member of the Mayflower Way Board of Directors as long as Mayflower Way Developer holds for sale in the ordinary course of business at least five percent (5%) of the Parcels in all phases of Mayflower Way. Mayflower Way Developer may turn over control of the Mayflower Way Board of Directors prior to the Mayflower Way Turnover Meeting by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Mayflower Way Members other than Mayflower Way Developer to elect Directors and assume control of the Recreation Association provided that at least thirty (30) days notice has been sent to the Mayflower Way Members.

16. GENERAL PROVISIONS.

16.1 Waiver. Any waiver by Mayflower Way Developer of the breach of any provisions of this Mayflower Way Declaration must be in writing and shall not operate or be construed as a waiver of any other provision or of any subsequent breach.

16.2 Severability. If any section, subsection sentence, clause, phrase or portion of this Mayflower Way Declaration or any of its recorded exhibits is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and shall not affect the validity of the remaining portions.

16.3 Headings. The headings of the Sections herein are for convenience only, and shall not affect the meaning or interpretation of the contents thereof.

16.4 Notices. Any notice required to be sent to any Mayflower Way Owner other than Mayflower Way Developer under the provisions of this Mayflower Way Declaration or the Recreation Association's Bylaws, shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Mayflower Way Owner on the records of the Recreation Association at the time of such mailing. The Mayflower Way Owner bears the responsibility for notifying the Recreation Association of any change of address. Any notice sent to Mayflower Way Developer shall be sent by certified or registered mail, return receipt requested to Pulte Home Corporation, 9240 Estero Park Commons Blvd., Estero, Florida 33928 Attn: Mr. Ed Stackhouse.

16.5 Interpretation. The Mayflower Way Board of Directors is responsible for interpreting the provisions of this Mayflower Way Declaration and its exhibits. Such interpretation shall be binding upon all parties unless wholly unreasonable.

[remainder of page intentionally left blank]



IN WITNESS WHEREOF, Mayflower Way Developer does hereby execute this Mayflower Way Declaration of Covenants, Conditions and Restrictions through its undersigned, duly authorized Agent and Attorney in Fact on the day and year set forth below.

Witnesses:

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

By: _____

Print Name: _____

Its: Agent and Attorney in Fact

Print Name: _____

STATE OF FLORIDA
COUNTY OF LEE

I HEREBY CERTIFY that on this 14TH day of November, 2007, before me, an Officer duly authorized in the State and County aforesaid, to take acknowledgements, personally appeared before me NICOLE FREITAS, as Agent and Attorney in Fact of PULTE HOME CORPORATION, a Michigan Corporation authorized to do business in the State of Florida, on behalf of the corporation and acknowledged before me that he/she executed the same on behalf of the corporation. He/She is personally known to me.

Notary Public

Typed/Printed Name of Notary

Serial No.:

My Commission Expires:

(SEAL)

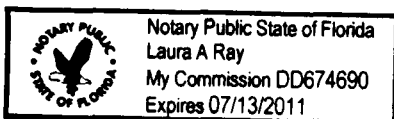
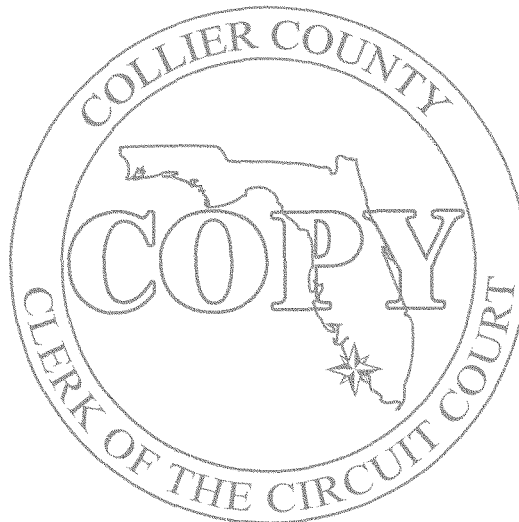


EXHIBIT "A"

Tract "101", Ave Maria Unit 9, Del Webb at Ave Maria Parcels 101, 103, 104 & 105, according to the plat thereof recorded in Plat Book 47 at Page 94, et. seq., of the Public Records of Collier County, Florida.



OR: 4302 PG: 3040

RHODES & RHODES LAND SURVEYING, INC.

JOHN SCOTT RHODES, P.S.M. THOMAS E. RHODES, P.S.M.
1440 RAIL HEAD BLVD. #1 NAPLES, FLORIDA 34110
PHONE (239) 593-0570 FAX (239) 593-0581

LEGAL DESCRIPTION

Mayflower Way Section I, Building 14, Phase 1

A tract or parcel of land situated in the State of Florida, County of Collier, lying in Section 8, Township 48 South, Range 29 East, and being further bound and described as follows:

Commencing at a the Southwesterly most corner of Tract 101 of Ave Maria Unit 9, Del Webb at Ave Maria Parcels 101, 103, 104 and 105, according to the plat thereof as recorded in Plat Book 47, Pages 94 through 99, of the public records of Collier County, Florida;

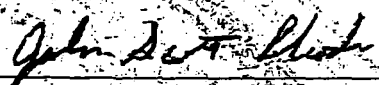
Thence North 09°56'39" East, a distance of 114.64 feet; thence South 80°03'21" East, a distance of 19.00 feet to the POINT OF BEGINNING of the parcel of land herein described; thence North 09°56'39" East, a distance of 150.00 feet; thence South 80°03'21" East, a distance of 77.00 feet; thence South 09°56'39" West, a distance of 150.00 feet; thence North 80°03'21" West, a distance of 77.00 feet to the POINT OF BEGINNING.

Containing 11,550 square feet or 0.265 acres, more or less.

Bearings are based on the Westerly line of Tract 101, Ave Maria Unit 9 Del Webb at Ave Maria Parcels 101, 103, 104 & 105, as recorded in Plat Book 47, Pages 94 through 99, of the public records of Collier County, Florida, as being N. 09°56'39" E.

Subject to easements, restrictions and/or reservations of record.

RHODES & RHODES LAND SURVEYING, INC.
FLORIDA BUSINESS AUTHORIZATION NO. LB 6897



John Scott Rhodes
Professional Surveyor and Mapper
State of Florida, License Number 5739

NOT VALID WITHOUT THE SIGNATURE AND
THE ORIGINAL RAISED SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER

R&R FILE NO. 2006-1747-b14
DATE: 12/20/2006

Exhibit "A-1"

State of Florida



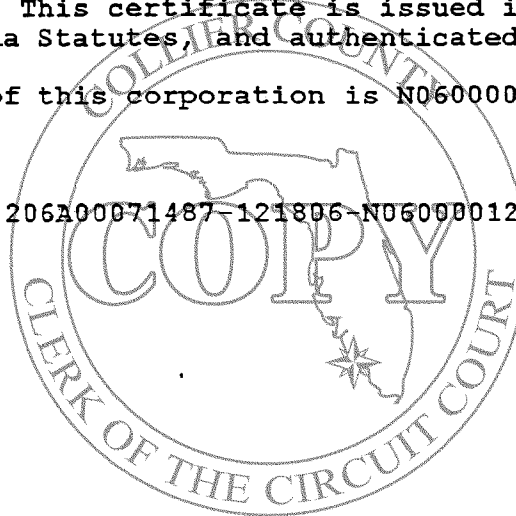
Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of MAYFLOWER WAY RECREATION ASSOCIATION, INC., a Florida corporation, filed on December 15, 2006, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H06000295868. 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 N06000012816.

Authentication Code: 206A00071487-121806-N06000012816-1/1



Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Eighteenth day of December, 2006



Exhibit

"B"

Sue M. Cobb
Sue M. Cobb
Secretary of State



December 18, 2006

FLORIDA DEPARTMENT OF STATE
Division of Corporations

MAYFLOWER WAY RECREATION ASSOCIATION, INC.
* PULTE HOME CORPORATION
9240 ESTERO PARK COMMONS BLVD.
ESTERO, FL 33928

The Articles of Incorporation for MAYFLOWER WAY RECREATION ASSOCIATION, INC. were filed on December 15, 2006, and assigned document number N06000012816. Please refer to this number whenever corresponding with this office.

Enclosed is the certification requested. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H06000295868.

A corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file/effective date year. A Federal Employer Identification (FEI) number will be required before this report can be filed. Please apply NOW with the Internal Revenue Service by calling 1-800-829-3676 and requesting form SS-4 or by going to their website at www.irs.ustreas.gov.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have questions regarding corporations, please contact this office at the address given below.

Loria Poole
Document Specialist
New Filings Section
Division of Corporations

Letter Number: 206A00071487

P.O. BOX 6327 - Tallahassee, Florida 32314

Exhibit "B"

ARTICLES OF INCORPORATION
FOR
MAYFLOWER WAY RECREATION ASSOCIATION, INC.



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ARTICLES OF INCORPORATION
OF
MAYFLOWER WAY RECREATION ASSOCIATION, INC.

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ARTICLES OF INCORPORATION
MAYFLOWER WAY RECREATION ASSOCIATION, INC.

Pursuant to Section 617.02011, Florida Statutes, the undersigned hereby executes these Articles of Incorporation for the purpose of forming a not-for-profit corporation under Chapter 617, Florida Statutes, the Florida Not-for-Profit Corporation Act.

ARTICLE I

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

ARTICLE II

DEFINITIONS: The definitions set forth in the Declaration of Covenants, Conditions and Restrictions for Mayflower Way and Section 720.301, Florida Statutes (2006) shall apply to terms used in these Articles.

ARTICLE III

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

(A) To make and collect Recreation Association Assessments against Mayflower Way Members to defray the costs, expenses and losses of the Recreation Association, and to use the funds in the exercise of its powers and duties.

(B) To protect, maintain, repair, replace and operate the Recreation Association property.

(C) To purchase insurance for the protection of the Recreation Association and the Mayflower Way Members.

(D) To repair and reconstruct improvements after casualty, and to make further improvements of the Recreation Association property.

(E) To make, amend and enforce Mayflower Way Rules and Regulations as set forth in the Mayflower Way Declaration.

(F) To approve or disapprove the transfer, leasing and occupancy of Parcels as may be provided in the Mayflower Way Declaration.

(G) To enforce the provisions of the laws of the State of Florida that are applicable to Mayflower Way, and the Mayflower Way Documents.

(H) To contract for the management and maintenance of Mayflower Way and the Recreation Association property, and any property or easements and related improvements that are dedicated to the Recreation Association by plat or separate instrument, including any agreement or easement which imposes maintenance obligations on the Recreation Association, and to delegate any powers and duties of the Recreation Association in connection therewith except such as are specifically required by law or by the Mayflower Way Declaration to be exercised by the Mayflower Way Board of Directors or the Mayflower Way Members.

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

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

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

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

(M) To sue and be sued.

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

ARTICLE IV

MEMBERSHIP:

(A) The Mayflower Way Members shall be the record Mayflower Way Owners of a fee simple interest in one or more Parcels. Class "A" Mayflower Way Members are all Mayflower Way Owners other than Mayflower Way Developer. The Class "B" Mayflower Way Member is Mayflower Way Developer as further provided in the Recreation Association's Bylaws.

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

(C) Except as otherwise provided in the Recreation Association's Bylaws with respect to the Class "B" Mayflower Way Member, the owners of each Parcel, collectively, shall be entitled to one

vote in Recreation Association matters. The manner of exercising voting rights shall be as set forth in the Recreation Association's Bylaws.

ARTICLE V

TERM: The term of the Recreation Association shall be perpetual.

ARTICLE VI

BYLAWS: The Recreation Association's Bylaws may be altered, amended, or rescinded in the manner provided therein.

ARTICLE VII

DIRECTORS AND OFFICERS:

(A) The affairs of the Recreation Association shall be administered by a Mayflower Way Board of Directors consisting of the number of Directors determined by the Recreation Association's Bylaws, but not less than three (3) Directors, and in the absence of such determination shall consist of three (3) Directors.

(B) Directors of the Recreation Association shall initially be appointed by and shall serve at the pleasure of Mayflower Way Developer, and following the Mayflower Way Turnover Date shall be elected by the Mayflower Way Members in the manner determined by the Recreation Association's Bylaws. Directors may be removed and vacancies on the Mayflower Way Board of Directors shall be filled in the manner provided by the Recreation Association's Bylaws.

(C) The business of the Recreation Association shall be conducted by the officers designated in the Recreation Association's Bylaws. The officers shall be elected each year by the Mayflower Way Board of Directors at its first meeting after the annual meeting of the Mayflower Way Members, and they shall serve at the pleasure of the Mayflower Way Board. The initial Directors are as follows:

Edwin D. Stackhouse
c/o Pulte Home Corporation
9240 Estero Park Commons Blvd.
Estero, FL 33928

Richard McCormick
c/o Pulte Home Corporation
9240 Estero Park Commons Blvd.
Estero, FL 33928

Laura Ray
c/o Pulte Home Corporation
9240 Estero Park Commons Blvd.
Estero, FL 33928

The initial Officers are as follows: Edwin D. Stackhouse- President; Richard McCormick- Vice President;

and Laura Ray- Secretary/Treasurer.

ARTICLE VIII

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

(A) Proposal. Amendments to these Articles may be proposed by a majority of the Mayflower Way Board or by a written petition to the Mayflower Way Board, signed by the Representatives representing at least one-fourth (1/4) of the voting interests of the Recreation Association.

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

(C) Vote Required. Prior to the Mayflower Way Turnover Date, amendments shall be adopted by Mayflower Way Developer. Subsequent to the Mayflower Way Turnover Date, a proposed amendment shall be adopted if it is approved by Representatives representing at least two-thirds (2/3) of the voting interests, at any annual or special meeting called for the purpose. As long as Mayflower Way Developer owns a Parcel, an amendment to these Articles of Incorporation shall not be effective without the prior written consent of Mayflower Way Developer, which consent may be denied in Mayflower Way Developer's discretion, provided, further, that regardless of whether Mayflower Way Developer owns a Parcel, no amendment shall be effective if it affects Mayflower Way Developer's rights or alters any provision made for Mayflower Way Developer's benefit. Amendment of these Articles requires prior written approval of HUD/VA as long as there is a Class "B" Mayflower Way Membership.

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

ARTICLE IX

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

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

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

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

In the event of a settlement, the right to indemnification shall not apply unless the Mayflower Way Board of

Directors approves such settlement as being in the best interest of the Recreation Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or officer may be entitled.

ARTICLE X

INCORPORATOR: The name and address of the Incorporator is as follows:

Edwin D. Stackhouse
c/o Pulte Home Corporation
9240 Estero Park Commons Blvd.
Estero, FL 33928

ARTICLE XI

REGISTERED OFFICE AND REGISTERED AGENT: The name and address of the Registered Agent and the address of the Registered Office is:

Edwin D. Stackhouse
c/o Pulte Home Corporation
9240 Estero Park Commons Blvd.
Estero, FL 33928

IN WITNESS WHEREOF, the undersigned, for the purpose of forming a not-for-profit corporation to do business in the State of Florida, under the law of Florida, makes and files these Articles of Incorporation, hereby declares and certifies the facts herein stated are true and hereunto set my hand this 13th day of December, 2006.


Edwin D. Stackhouse, Incorporator

CERTIFICATE OF DESIGNATION
REGISTERED AGENT/REGISTERED OFFICE

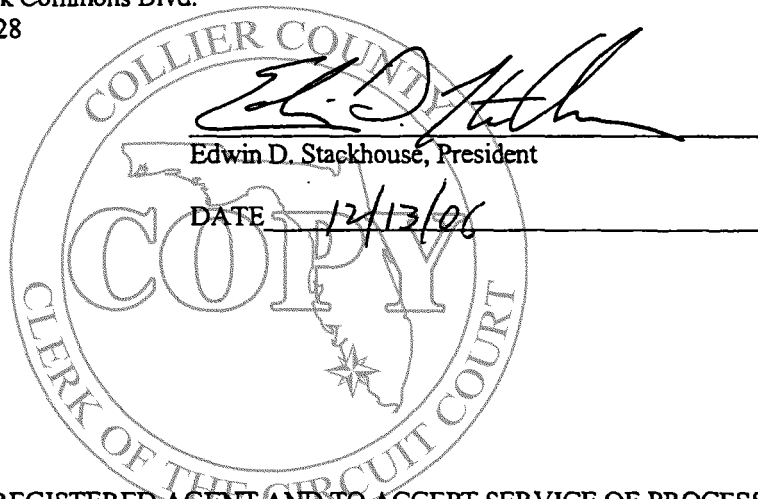
Pursuant to the provisions of Section 617.0501, Florida Statutes, the undersigned corporation, organized under the laws of the State of Florida, submits the following statement in designating the registered office/registered agent, in the State of Florida.

1. The name of the corporation is:

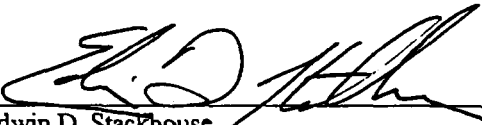
MAYFLOWER WAY RECREATION ASSOCIATION, INC.

2. The name and address of the registered agent and office is:

Edwin D. Stackhouse
c/o Pulte Home Corporation
9240 Estero Park Commons Blvd.
Estero, FL 33928



HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.


Edwin D. Stackhouse

DATE 12/13/06

BYLAWS
FOR
MAYFLOWER WAY RECREATION ASSOCIATION, INC.

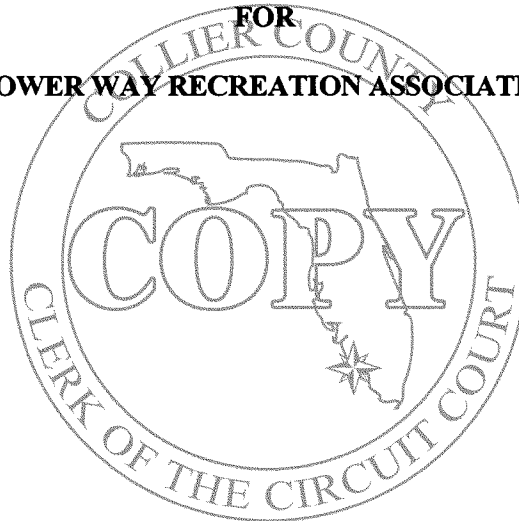


EXHIBIT "C"

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FOR
BYLAWS
OF
MAYFLOWER WAY RECREATION ASSOCIATION, INC.

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BYLAWS
OF
MAYFLOWER WAY RECREATION ASSOCIATION, INC.

1. **GENERAL:** These are the Bylaws of Mayflower Way Recreation Association, Inc., hereinafter the "Recreation Association", a not-for-profit corporation organized under the laws of Florida for the purpose of operating Mayflower Way.

1.1 **Principal Office.** The principal office of the Recreation Association is c/o Pulte Home Corporation, 9240 Estero Park Commons Blvd., Estero, Florida 33928.

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

1.3 **Definitions.** The definitions set forth in the Mayflower Way Declaration and Sec 720.301 of the Act shall apply to terms used in these Bylaws.

2. **MAYFLOWER WAY MEMBERS:**

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

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

B. Approval by the Mayflower Way Board of Directors as may be provided for in the Mayflower Way Declaration.

C. Delivery to the Recreation Association of a copy of the recorded deed or other instrument evidencing title.

D. Delivery to the Recreation Association, if required, of a written designation of the Primary Occupants.

2.2 **Voting Interest.** The Class "A" Mayflower Way Members are entitled to one (1) vote for each Parcel owned by them, to be cast on their behalf by the applicable Representative. The total number of Class "A" Mayflower Way votes shall not exceed the total number of Parcels subject to the Mayflower Way Declaration. The Class "B" Mayflower Way Member shall be entitled to a number of votes equal to the total number of Parcels owned by the Class "A" Mayflower Way Members plus one vote; provided that subsequent to the Mayflower Way Turnover Date, as referenced in Section 15 of the Mayflower Way Declaration, the Class "B" Mayflower Way Member shall be entitled to one vote for each Parcel owned by it.

2.3 Approval or Disapproval of Matters. Except for the election of directors, whenever the decision or approval of the Mayflower Way Owners is required upon any matter, whether or not the subject of a Recreation Association meeting, such decision or approval may be expressed by the Representative.

2.4 Change of Mayflower Way Membership. Following written approval of the Recreation Association, as elsewhere required herein, a change of Mayflower Way Membership shall be established by the new Mayflower Way Member's membership becoming effective as provided in 2.1 above. At that time the Mayflower Way Membership of the prior Mayflower Way Owner shall be terminated automatically.

2.5 Termination of Mayflower Way Membership. The termination of Mayflower Way Membership does not relieve or release any former Mayflower Way Member from liability or obligation incurred under or in any way connected with Mayflower Way during the period of his Mayflower Way Membership, nor does it impair any rights or remedies which the Recreation Association may have against any former Mayflower Way Owner or Mayflower Way Member arising out of or in any way connected with such ownership and Mayflower Way Membership and the covenants and obligations incident thereto.

3. MAYFLOWER WAY MEMBERS' MEETINGS: VOTING:

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

3.2 Special Mayflower Way Members' Meetings. Special Mayflower Way Members' meetings must be held whenever called by the President or by a majority of the Directors, and may also be called by Representatives having at least twenty-five (25%) of the voting interests. The business at any special meeting shall be limited to the items specified in the notice of meeting.

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

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

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

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

3.6 Proxy Voting. To the extent lawful, any Representative entitled to attend and vote at a Mayflower Way Members' meeting may establish his presence and cast his vote by proxy. A proxy shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting, and no proxy is valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, signed by the person authorized to cast the votes, specify the date, time and place of the meeting for which it is given, and the original must be delivered to the Secretary by the appointed time of the meeting or adjournment thereof. Holders of proxies need not be Mayflower Way Members. No proxy shall be valid if it names more than one person as the holder of the proxy, but the holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy.

3.7 Adjourned Meetings. Any duly called meeting of the Mayflower Way Members may be adjourned to be reconvened at a specific later time by vote of the majority of the voting interests present in

person or by proxy, regardless of whether a quorum has been attained. When a meeting is adjourned it shall not be necessary to give notice to all Mayflower Way Members of the time and place of its continuance. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted at the continuance, provided a quorum is then present, in person or by proxy.

3.8 Order of Business. The order of business at Mayflower Way Members' meetings shall be substantially as follows:

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

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

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

4. MAYFLOWER WAY BOARD OF DIRECTORS: The administration of the affairs of the Recreation Association shall be by a Mayflower Way Board of Directors. All powers and duties granted to the Recreation Association by law, as modified and explained in the Mayflower Way Documents, shall be exercised by the Mayflower Way Board, subject to approval or consent of the Mayflower Way Owners only when such is specifically required.

4.1 Number and Terms of Service. The number of Directors which shall constitute the whole Mayflower Way Board shall be three (3). The initial Directors shall be appointed by and shall serve at the pleasure of Mayflower Way Developer. At the Mayflower Way Turnover Meeting, and subsequently, Directors shall be elected by the Mayflower Way Members in accordance with Florida law. At the Mayflower Way Turnover Meeting, two (2) directors shall be elected to two (2) year terms, and the remaining director shall be elected to a one (1) year term. In the event that the number of candidates does not exceed the number of seats to be filled, or in the event of a tie, the candidates shall voluntarily agree on whom shall serve the longer initial terms or the Recreation Association shall conduct a "run-off" election. Thereafter, all Directors shall serve two (2) year terms. In any subsequent election, a tie vote shall be broken by voluntary agreement or drawing lots between the candidates, or by a "run-off" election. A Director's term will end at the annual election at which his successor is to be duly elected, unless he sooner resigns, or is recalled as provided in 4.4 below.

4.2 Qualifications. Directors appointed by Mayflower Way Developer need not be Mayflower Way Members. Directors elected by the Mayflower Way Membership must be a Mayflower Way Member

or the spouse of a Mayflower Way Member. If a unit is owned by a corporation, partnership, limited liability company or trust, any officer, director, partner, member, managing member or trustee, or any spouse of such person, shall be eligible to be a Director.

4.3 Vacancies on the Mayflower Way Board. If the office of any Director becomes vacant for any reason, other than recall by the Mayflower Way Membership at a Mayflower Way Membership meeting, a majority of the remaining Directors, though less than a quorum, shall promptly choose a successor to fill the remaining unexpired term except that vacancies of all Directors appointed by Mayflower Way Developer shall likewise be filled by Mayflower Way Developer. If the Recreation Association fails to fill vacancies on the Mayflower Way Board sufficient to constitute a quorum, or if no member remains on the Mayflower Way Board, the vacancy may be filled by the Mayflower Way Members (via a special meeting of the Mayflower Way Membership) or any Mayflower Way Member may apply to the Circuit Court for the appointment of a receiver to manage the Recreation Association's affairs, in the manner provided by Florida law.

4.4 Removal of Directors. Except for Directors appointed by Mayflower Way Developer, any or all Directors may be removed with or without cause by a majority vote of the entire Mayflower Way Membership, either by a written petition, or at any meeting called for that purpose, in the manner required by Section 720.303(10) of the Act.

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

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

4.7 Notice to Mayflower Way Owners. A meeting of the Mayflower Way Board occurs whenever a quorum of the Mayflower Way Board gathers to conduct Recreation Association business. All meetings of the Mayflower Way Board shall be open to Mayflower Way Members except for meetings between the Mayflower Way Board and its attorney with respect to: proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege; or personnel matters. Notices of all Mayflower Way Board meetings shall be posted conspicuously in Mayflower Way for at least forty-eight (48) continuous hours in advance of each Mayflower Way Board meeting, except in an emergency. Notice of a Mayflower Way Board meeting or committee meeting requiring notice may be provided by electronic transmission to those Mayflower Way Members who have consented to receiving notice by electronic transmission. In the event of an emergency meeting, any action taken shall be noticed and ratified at the next regular meeting of the Mayflower Way Board. In the alternative to the posting requirements discussed above, notice of each Mayflower Way Board meeting must be mailed or delivered to each Mayflower Way Member at least 7 days before the meeting, except in an emergency. A Mayflower Way Assessment may not be levied at a Mayflower Way Board meeting unless the notice of the meeting includes a statement that Mayflower Way Assessments will be considered and the nature of the Mayflower Way Assessments. Mayflower Way Members have the right to speak, for at least three (3) minutes, on any matter that is placed on the Mayflower Way Board meeting agenda by petition of the Mayflower Way Membership pursuant to Section 720.303(2)(d) of the Act. The Recreation Association may adopt reasonable, written Mayflower Way Rules and Regulations expanding the rights of Mayflower Way Members to speak and governing the frequency, duration, and other manner of Mayflower Way Member

statements, (including a sign-up sheet requirement), which Mayflower Way Rules and Regulations must be consistent with the minimum requirements of Section 720.303(2)(b) of the Act.

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

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

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

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

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

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

4.14 Committees. The Mayflower Way Board may appoint from time to time such standing or temporary committees as the Mayflower Way Board deems necessary and convenient for the efficient and effective operation of the Recreation Association. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee. If required by law, committee meetings shall be open to attendance by any Mayflower Way Member, and notice of committee meetings shall be posted in the same manner as required in Section 4.7 above for Mayflower Way Board meetings, except for such committee meetings between the committee and its attorney with respect to: proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege; or personnel matters.

5. OFFICERS:

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

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

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

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

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

6. FISCAL MATTERS: The provisions for fiscal management of the Recreation Association set forth in the Mayflower Way Declaration shall be supplemented by the following provisions:

6.1 Depository. The Recreation Association shall maintain its funds in such financial institutions authorized to do business in the State of Florida as shall be designated from time to time by the Mayflower Way Board. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Mayflower Way Board.

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

6.3 Reserves for Capital Expenditures and Deferred Maintenance. In addition to annual operating expenses, the proposed budget may include reserve accounts for capital expenditures and deferred maintenance. Any reserves collected may be utilized in the manner the Mayflower Way Board determines in its discretion, unless the reserves are specifically classified as "restricted reserves" in which case those funds and any interest thereon shall be utilized only for their intended, restricted purpose, unless a majority of the voting interests present, in person or by proxy, at a meeting called for such purpose, vote to utilize "restricted reserves" for other than the intended, restricted purpose.

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

6.5 Special Mayflower Way Assessments. Special Mayflower Way Assessments may be imposed by the Mayflower Way Board when necessary to meet unusual, unexpected, unbudgeted, or non-recurring expenses. Special Mayflower Way Assessments are due on the day specified in the resolution of the Mayflower Way Board approving such special Mayflower Way Assessments. Subsequent to the Mayflower Way Turnover Date, no special Mayflower Way Assessment shall be levied unless it is first approved by Representatives representing two-thirds (2/3) of the voting interests. A Mayflower Way Assessment may not be levied at a Mayflower Way Board meeting unless a written notice of the meeting is provided to each Mayflower Way Member at least fourteen (14) days before the meeting, which notice includes a statement that Mayflower Way Assessments will be considered at the meeting and the nature of the Mayflower Way Assessments. Written notice of any meeting at which special Mayflower Way Assessments will be considered must be mailed, delivered, or electronically transmitted (to the extent permitted by law) to the Mayflower Way Members and posted conspicuously in Mayflower Way or broadcast on closed-circuit television not less than fourteen (14) days before the meeting.

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

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

6.8 Fiscal Year. The fiscal year shall be the calendar year, unless modified by the Mayflower Way Board.

7. MAYFLOWER WAY RULES AND REGULATIONS: USE RESTRICTIONS: The Mayflower Way Board may, from time to time, adopt and amend Mayflower Way Rules and Regulations subject to any limits contained in the Mayflower Way Declaration. Written notice of any meeting at which Mayflower Way Rules and Regulations that regulate the use of Parcels may be adopted, amended, or revoked must be mailed, delivered, or electronically transmitted (to the extent permitted by law) to the Mayflower Way Members and posted conspicuously in Mayflower Way or broadcast on closed-circuit television not less than fourteen (14) days before the meeting. A written notice concerning changes to the Mayflower Way

Rules and Regulations that regulate the use of Parcels must include a statement that changes to the Mayflower Way Rules and Regulation regarding the use of Parcels will be considered at the meeting. Copies of such Mayflower Way Rules and Regulations shall be furnished to each Mayflower Way Owner. Currently the Board does not have the authority to adopt Mayflower Way Rules and Regulations that regulate the use of Parcels. Any Mayflower Way Rules and Regulations created and imposed by the Mayflower Way Board must be reasonably related to the promotion of health, happiness and peace of mind of the Mayflower Way Owners and uniformly applied and enforced. Subsequent to the Mayflower Way Turnover Date, and as long as Mayflower Way Developer owns a Parcel, no new or amended Mayflower Way Rules and Regulations shall be effective unless Mayflower Way Developer grants its approval in writing, which approval may be denied in Mayflower Way Developer's discretion.

8. COMPLIANCE AND DEFAULT: REMEDIES: In addition to the remedies provided elsewhere in the Mayflower Way Documents, the following provisions shall apply:

8.1 Obligations of Mayflower Way Members; Remedies At Law Or In Equity; Levy of Fines and Suspension of Use Rights.

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

- (1) The Recreation Association;
- (2) A Mayflower Way Member;
- (3) Any tenants, guests, or invitees occupying a parcel or using the Recreation Common Area; and
- (4) A Neighborhood Association.

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

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

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

- (1) A statement of the date, time and place of the hearing;

(2) A statement of the provisions of the Act and/or the Mayflower Way Documents which have allegedly been violated; and,

(3) A short and plain statement of the matters asserted by the Recreation Association.

D. The party against whom the fine may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Recreation Association. The Mayflower Way Owner shall be the party ultimately responsible for payment of a fine, regardless of whether the fine relates to conduct by a tenant, family member, invitee or guest. Fines shall be not be secured by a lien against the Parcel, unless permitted by the Act.

E. If the committee, by majority vote, does not approve the fine or suspension, it may not be imposed.

F. The Recreation Association may suspend Recreation Common Area use rights and levy fines because of the failure of the Mayflower Way Member to pay Mayflower Way Assessments or other charges when due in the manner set forth above, except that the Mayflower Way Board may do so without the need for involvement of a committee of Mayflower Way Members other than the Mayflower Way Board.

G. Suspension of Recreation Common Area use rights shall not impair the right of a Mayflower Way Owner or tenant of a Parcel to have vehicular and pedestrian ingress to and egress from the Parcel, including, but not limited to, the right to park.

H. The Recreation Association may not suspend the voting rights of a Mayflower Way Member.

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

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

9.1 Proposal. Amendments to these Bylaws may be proposed by the Mayflower Way Board or by written petition to the Mayflower Way Board signed by Representatives representing at least one-fourth (1/4) of the voting interests.

9.2 Procedure. Upon any amendment or amendments to these Bylaws being proposed by said Mayflower Way Board or Mayflower Way Owners, such proposed amendment or amendments shall be submitted to a vote of the Representatives not later than the next annual meeting for which proper notice can still be given.

9.3 Vote Required. Prior to the Mayflower Way Turnover Date, amendments shall be adopted by Mayflower Way Developer. Subsequent to the Mayflower Way Turnover Date, a proposed amendment to these Bylaws shall be adopted if it is approved by Representatives representing at least two-thirds (2/3) of

the voting interests at any annual or special meeting, provided that notice of the proposed amendment has been given to the Mayflower Way Members in accordance with law. As long as Mayflower Way Developer owns a Parcel in Mayflower Way, an amendment to these Bylaws shall not be effective without the prior written consent of Mayflower Way Developer, which consent may be denied in Mayflower Way Developer's discretion, provided, further, that regardless of whether Mayflower Way Developer owns a Parcel, no amendment shall be effective if it affects Mayflower Way Developer's rights or alters a provision herein made for Mayflower Way Developer's benefit. Amendment of these Bylaws requires prior written approval of HUD/VA as long as there is a Class "B" Mayflower Way Membership.

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

10. MASTER ASSOCIATION; COMMUNITY ASSOCIATION:

10.1 Voting in Master Association and Community Association Matters. Votes of Mayflower Way Members in Master Association and Community Association affairs shall be cast in the manner set forth in the Master Association Documents and the Community Association Documents.

11. MISCELLANEOUS:

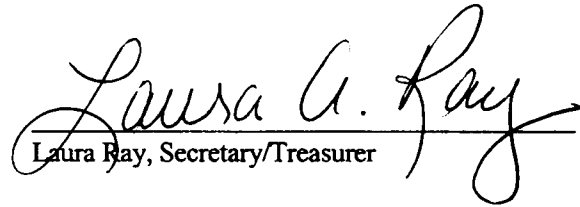
11.1 Gender. Whenever the masculine or singular form of a pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, as the context requires.

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

11.3 Conflict. If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Bylaws and the Mayflower Way Declaration or the Recreation Association's Articles of Incorporation, the provisions of the Mayflower Way Declaration or the Recreation Association's Articles of Incorporation shall prevail over the provisions of these Bylaws, and the Mayflower Way Declaration shall prevail over the Recreation's Association's Articles of Incorporation.

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The foregoing were adopted as the first Bylaws of Mayflower Way Recreation Association, Inc. on this 14th day of November, 2007.


Laura Ray, Secretary/Treasurer

