

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.