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MILL RUN

DECLARATION

•Charter, Easements, Covenants and Restrictions•

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Schedule of Exhibits

- Exhibit A: Articles of Incorporation of The Community Association for Mill Run, Collier County, Inc.
- Exhibit B: Bylaws of The Community Association for Mill Run, Collier County, Inc.
- Exhibit C: The Mill Run Architectural Guide

MILL RUN

DECLARATION

•Charter, Easements, Covenants and Restrictions•

NATIONAL DEVELOPMENT PROPERTIES OF FLORIDA, INC., herein, the "Declarant," makes this Declaration on the _____ day of _____, 19_____.

STATEMENT OF PURPOSE

- A. Declarant is the owner of all the property shown on the subdivision plat for The Crossings, Mill Run (the "Plat") recorded at Plat Book _____, Page _____ of the public records of Collier County, Florida.
- B. Mill Run is intended to be a controlled access community of 178 homesites with private roads and landscaped areas.
- C. Mill Run will share certain recreational facilities with the neighboring community of Stonegate under the terms of a separate declaration ("Recreation Declaration").
- D. Declarant states the following goals:
- To preserve and protect Mill Run and provide for its maintenance;
 - To establish certain covenants and restrictions for harmonious development; and
 - To allow for self governing of Mill Run by its owners.
- E. To accomplish these goals, Declarant has created this Declaration.

DECLARATION

Declarant hereby submits Mill Run, as further defined herein, to this Declaration of Charter, Easements, Covenants and Restrictions, which will run with the land and be binding upon, and inure to the benefit of, every owner of Mill Run or any portion of it.

ARTICLE I DEFINITIONS

The following definitions apply wherever the capitalized terms appear in this Declaration. Additional terms which apply only to one article are defined the first time they appear.

- 1.1 **Architectural Review Panel.** The "Architectural Review Panel" is the panel established by Article VI to administer the Mill Run Architectural Guide.
- 1.2 **Articles.** "Articles" are the Articles of Incorporation of the Association, which are attached as Exhibit A to this Declaration.
- 1.3 **Assessments.** "Assessments" is the collective term for the following charges:

(a) **General Assessment.** The "General Assessment" is the amount charged to each Member to meet the Association's annual budgeted expenses, as described in Section 10.4.

(b) **Individual Lot Assessment.** An "Individual Lot Assessment" is a charge made to a particular Lot Owner for charges relating only to that Lot, as provided in Section 10.6.

(c) **Special Assessment.** A "Special Assessment" may be charged to each Member for capital improvements or emergency expenses, in accordance with the provisions of Section 10.5.

1.4 **Association.** "Association" is The Community Association for Mill Run, Collier County, Inc., a Florida nonprofit corporation, its successors and assigns. The Association, whose members are the Owners, is responsible for maintaining Mill Run and enforcing the Declaration.

1.5 **Board.** "Board" is the Board of Directors of the Association.

1.6 **Building.** "Building" is any house or commons building constructed within Mill Run.

1.7 **Bylaws.** "Bylaws" are the Bylaws of the Association. The form of the initial Bylaws, as proposed, is attached as Exhibit B to this Declaration.

1.8 **Commons.** "Commons" include all real property included within Mill Run except the Lots. "Commons" also include any improvements on that real property and all personal property for the common use and enjoyment of all Owners. The Commons specifically include the roads within Mill Run, the security system (including any guardhouse), landscaping, lighting and signage. The Commons are not dedicated for use by the general public.

1.9 **Common Roads.** "Common Roads" are the roads located within Mill Run which are intended for automobile traffic. The Common Roads are part of the Commons and are not intended to be dedicated to the public.

1.10 **Community Meeting.** The "Community Meeting" is the public meeting of Members for discussion and voting, as described in Article VIII.

1.11 **Declaration.** "Declaration" is this Declaration of Charter, Conditions, Easements and Restrictions for Mill Run.

1.12 **Declarant.** The "Declarant" is National Development Properties of Florida, Inc., a Florida corporation, its successors and assigns, or any successor or assign of all or substantially all of its interests in the development of Mill Run if so designated by Declarant. Declarant may also be an Owner for so long as Declarant is record owner of any Lot.

1.13 **Drainage System.** The "Drainage System" consists of all lakes, water management tracts, any drainage facilities initially established or as may be required by applicable governmental regulations, and the conservation areas and buffer zones, all as shown on the plat or described in the Recreation Declaration.

1.14 **Lot.** "Lot" is any plot of land shown on the Plat which is intended as a site for a house, along with any improvements which have been constructed on the Lot.

1.15 **Member.** Each Owner is a "Member" of the Association, as provided in Article VII of this Declaration. While the Declarant owns more than one-fifth of the Lots, there may be two classes of membership, as described in Section 7.2 ("Voting Rights"); Class A Members are all Owners other than Declarant, and the Class B Member is the Declarant.

1.16 **Mill Run.** "Mill Run" is the real property shown on the Plat (but not including the Drainage System or Recreation Facilities), plus any additional property added by Supplemental Declaration.

1.17 **Mill Run Architectural Guide.** The "Mill Run Architectural Guide" is the compilation of architectural standards for Mill Run, as amended from time to time. The Mill Run Architectural Guide is attached as Exhibit C to this Declaration for information purposes. However, amendments to the Mill Run Architectural Guide do not need to be recorded to be effective.

1.18 **Mortgagee.** A "Mortgagee" is any institutional lender which holds a bona fide first mortgage encumbering a Lot as security for the performance of an obligation. The term "institutional lender" specifically includes a bank, savings and loan association, a mortgage lending company, an insurance company, and the Federal National Mortgage Association or similar agency.

1.19 **Owner.** "Owner" is the record owner, whether one or more persons or entities, of the fee simple title to any Lot or life estate. Owners shall not include those having such interest merely as security for the performance of an obligation.

1.20 **Orange Blossom Boulevard Maintenance Agreement.** The "Orange Blossom Boulevard Maintenance Agreement," dated June 10, 1988 and recorded at Official Records Volume _____, Page _____ of the public records of Collier County, Florida provides, among other things, additional landscaping, signage and lighting for the right-of-way leading to Mill Run, which is dedicated or intended to be dedicated to the public. Declarant and other adjoining property owners are parties to the Orange Blossom Maintenance Agreement.

1.21 **Recreation Association.** The "Recreation Association" is the Stonegate/Mill Run Recreation Association, Inc., which is the nonprofit corporation established by the Recreation Declaration for the ownership and maintenance of the Recreation Facilities and Drainage System.

1.22 **Recreation Facilities.** The "Recreation Facilities" consist of that real property shown on the plat as "Tract B Recreation Area," with pool, heated whirlpool, tennis courts, bathhouses and other amenities, all as described in the Recreation Declaration. The Recreation Facilities are shared with the neighboring community of Stonegate under the terms of the Recreation Declaration.

1.23 **Recreation Declaration.** The "Recreation Declaration" is the Declaration of Charter, Easements, Covenants and Restrictions for the Stonegate/Mill Run Recreation Facility, dated _____, 198____ and recorded at Official Records Volume _____, page _____ of the public records of Collier County, Florida.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

This article describes the real property of which Mill Run will initially be comprised, and provides the method by which additional property may be added.

2.1 **Initial Property.** The real property which shall be held, transferred, conveyed and occupied subject to this Declaration consists initially of that real property shown on the Plat, except the Recreation Facilities or Drainage System.

2.2 Annexation of Additional Property.

(a) Method. Additional property may be annexed in either of the following ways:

(i) By Declarant. Unless waived by recorded instrument, Declarant shall have the right, but not the obligation, for a period of ten (10) years from this date, from time to time in its sole discretion, to annex any property with a reasonable relationship to Mill Run.

(ii) By Members. After termination of the Class B membership, additional property may also be annexed to Mill Run by a majority of the Members.

(b) Supplemental Declaration. The additional property shall be added by a supplemental declaration, which shall become effective upon recording in Collier County's public records. The supplemental declaration may modify or add to the provisions of this Declaration (including the Mill Run Architectural Guide) if needed to reflect the different character of the additional property or to integrate the additional property with the existing property. Upon recording, the additional property shall be a part of Mill Run for all purposes of this Declaration.

(c) Access to Additional Property. To provide access between the initial property and any additional property, Declarant may incorporate into the Common Roads any Lot it owns and any part of the Commons.

2.3 Platted Lots. Owners (other than Declarant) may not subdivide or separate any Lot into smaller lots. However, this shall not prohibit corrective deeds or similar corrective instruments. An Owner may combine two or more Lots for a single homesite. Declarant shall have the right to modify subdivision plats of Mill Run to make adjustments to Lot boundary lines so long as the Owners of the affected Lots consent. Declarant may make other adjustments to any plat so long as Owners are not materially affected or all Owners to whom Lots on such plat have been conveyed consent to such modification, which consent shall not be unreasonably withheld.

ARTICLE III COMMONS

Certain property within Mill Run, called the "Commons," is to be owned and maintained by the Association for the benefit of all Owners. The Commons include the roads within Mill Run, the security system (including any guardhouse), landscaping, lighting and signage.

3.1 Title.

(a) Association Ownership. The Commons shall be owned by the Association for the benefit of all owners.

(b) Common Roads. The Common Roads are private and are not intended to be dedicated to the public. Common Roads are to be considered part of the Commons.

(c) Conveyance. The Association may buy or lease property to be added to the Commons, which shall be considered a capital improvement under Section 9.6. After termination of Class B membership, the Association may sell any part of the Commons real property upon written consent of Members representing 75% of the Association votes. Membership approval is not needed to sell personal property or to grant easements on the Commons.

(d) Dedication. The Association shall have the right to convey title to or dedicate the Common Roads or any other Commons to the public upon consent in writing of Members representing 75% of the votes in the Association.

3.2 Security.

(a) Service to be Provided. Unless terminated by vote of the Members as provided below, the Association shall provide security at the entrance to Mill Run. The Association may employ security guards, or maintain electronic or other security devices which, in the judgment of the Association, shall provide reasonable security protection for people and property within Mill Run.

(b) Cost. The cost of all security measures shall be paid from the Association budget as a common expense.

(c) Limitation. The Association shall use reasonable judgment in providing security but neither the Association nor Declarant makes any representation or assumes any liability for any loss or injury within Mill Run.

(d) Termination. The Association may not terminate security unless approved by a 75% vote of its Members. The Association may, however, alter its type or procedure for security measures at the entrances.

3.3 Maintenance; Management; Contracts.

(a) Association Responsibility. The Association shall be responsible for the management, control and improvement of the Commons and shall keep the Commons attractive, clean and in good repair.

(b) Management Agreements. The Association may contract with Declarant or any other party for the performance of all or any portion of the management of the Association and the Association's maintenance and repair obligations. The cost of the contract shall be included within the General Assessment, Special Assessment or Individual Lot Assessment, as applicable.

(c) Private Maintenance Agreements. The Association may, but is not obligated to, act as agent for an Owner, if so requested by that Owner, to contract for routine maintenance and other services not required to be provided by the Association, the cost of which would be assessed to that Owner as an Individual Lot Assessment. The terms and conditions of all such contracts shall be at the discretion of the Board.

3.4 Capital Improvements. The Association may make capital improvements to the Commons and may modify the uses of the Commons. Expenses for substantial capital improvements must be approved in accordance with Section 9.6.

3.5 Damage or Destruction of Commons by Owner. If any Owner or any of his or her guests, tenants, licensees, agents, employees or members of his family damages any of the Commons as a result of negligence or misuse, the Owner hereby authorizes the Association to repair the damage. The cost of repair shall be the responsibility of that Owner and shall become an Individual Lot Assessment payable by the responsible Owner.

ARTICLE IV RECREATION FACILITIES; LAKES; ORANGE BLOSSOM BOULEVARD

Mill Run is subject to both the Recreation Declaration and the Orange Blossom Boulevard Maintenance Agreement.

Owners enjoy the use of the Recreational Facilities under the Recreation Declaration, some of the terms of which are summarized here. The Recreation Association also has the responsibility to maintain the Drainage System and Conservation Areas under the jurisdiction of governmental agencies.

The Association is assigned Declarant's rights and responsibilities under the Orange Blossom Boulevard Maintenance Agreement.

4.1 Recreation Declaration: Easement for Use. This Declaration is subject to the terms of the Recreation Declaration, which creates the Recreation Association to maintain the Recreation Facilities and Drainage System. As provided by the Recreation Declaration, each Owner shall have an easement for use of the Recreation Facilities.

4.2 Collection of Assessments. The Association may act as agent for the Recreation Association to collect its assessments, which shall be delivered promptly to the Recreation Association.

4.3 Conservation Areas.

(a) Ownership. The Conservation Areas and Buffer Zones, as identified on the Plat, are declared common areas of the Recreation Association.

(b) Preservation of Natural State. The Conservation Areas and Buffer Zones shall be the perpetual responsibility of the Recreation Association and may in no way be altered from their natural state. Activities prohibited within the Conservation Areas and Buffer Zones include, but are not limited to, construction or placing of buildings on or above the ground; dumping or placing soil or other substances such as trash; removal or destruction of trees, shrubs, or other vegetation; excavation, dredging, or removal of soil material; diking or fencing; and any other activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat conservation or preservation.

(c) Compliance with Laws. The Conservation Areas and Buffer Zones shall be owned by the Recreation Association and maintained in a natural state for beautification and green belt purposes, all consistent with and in accordance with all laws, ordinances and regulations and including, without limiting the generality of the foregoing, all regulations and requirements of the South Florida Water Management District and Department of Environmental Regulation.

4.4 Lakes.

(a) Ownership. Each of the lakes shown on the Plat as water management tracts shall be owned by the Recreation Association.

(b) Maintenance: Use. The Recreation Association shall maintain, improve, operate and use all lakes only for beautification and retention of water purposes. The following are prohibited uses of the lake areas: fishing; utilization of objects designed for use on or below water such as boats, canoes, floats and tubes; bathing and swimming. Further, no Owner shall, or shall permit anyone claiming by, through or under such Owner, to pollute either of such lakes or to dump garbage, refuse or foreign objects therein or pump and remove water therefrom.

(c) Compliance with Laws. Each of the lakes shall be maintained by the Recreation Association in accordance with all laws, ordinances and regulation and including, without limiting the generality of the foregoing, all regulations and requirements of the South Florida Water Management District and Department of Environmental Regulation.

4.5 **Easements.** Declarant dedicates to the Recreation Association the following easements:

(a) **Water Line.** An easement landward of any lake boundary for the natural rise and fall of the actual water line caused by natural events or by the necessity of complying with governmental rules and regulations and applicable laws.

(b) **Maintenance.** As shown on the Plat, a 20-foot maintenance easement along the boundary of Lots where abutting a water management tract, to permit the Recreation Association, its agents, employees and contractors ingress and egress to each lake and for the purpose of maintaining the lakes and lake banks.

(d) **Drainage.** Drainage easements as shown on the Plat.

(e) **Access.** An access easement for ingress and egress over and across all Common Roads and, as reasonably necessary, over any Lot (but not those portions of a Lot improved with a Building or other substantial improvements approved by the Architectural Review Panel), to permit the Recreation Association, its agents, employees and contractors ingress and egress to the lakes and other portions of the Drainage System.

4.6 **Maintenance of Adjoining Property.** The Owner of the landward side of a lake shall maintain all land above the actual water line as it may exist from time to time. All such maintenance shall be conducted so that the grass, planting or other natural support of the embankments shall be maintained in a clean and safe manner to prevent erosion, turbidity or clogging of the lakes and to comply with all governmental regulations.

4.7 **Orange Blossom Boulevard.**

(a) **Summary of Agreement.** Mill Run is subject to, and benefitted by, the Orange Blossom Boulevard Maintenance Agreement, which provides, among other things, additional landscaping, signage and lighting along Orange Blossom Boulevard, a right-of-way, dedicated or intended to be dedicated to the public, from the Collier County Road known as the Goodlette-Frank Extension to Mill Run and other properties. That agreement assigns to each party, including Declarant, a vote and assessment responsibility based on the number of residential units to be built on each parcel.

(b) **Assignment of Interest.** The property described in the Orange Blossom Boulevard Agreement as the "National Parcel" is the same property subject to this Declaration. Declarant hereby assigns to the Association Declarant's rights and responsibilities for the National Parcel under the Orange Blossom Boulevard Maintenance Agreement.

(c) **Voting Representative.** The Board shall select one director to act as voting representative, as contemplated by Section 14.5 of the Orange Blossom Boulevard Maintenance Agreement.

ARTICLE V GRANT AND RESERVATION OF EASEMENTS; SIDEWALKS

Every Owner has the benefit of certain easements, and the responsibility of others.

5.1 **Owners' Easement of Enjoyment of the Commons.** Every Owner shall have a right and easement of enjoyment in and to the Commons. This easement shall be appurtenant to and shall pass with title to every Lot. Any Owner may delegate, subject to the provisions of this Declaration, the Bylaws and the Rules and Regulations, the Owner's right to enjoyment to the Commons to the members of his or her family, tenants or guests who reside on the Lot.

5.2 **Pedestrian and Vehicular Access.** Every Owner shall have an easement for pedestrian and vehicular access over all Common Roads. Access to public roads or other communities outside Mill Run shall be only through the main entrance to Mill Run, and no Owner shall have any right of access to any area outside Mill Run except through the main entrance gate.

5.3 **Easements in Favor of Declarant and Association.** In addition to the drainage and lake maintenance easements described in Section 4.5, Declarant hereby reserves for itself, its successors and assigns and for the Association or Recreation Association as appropriate the following easements:

(a) **Common Roads.** A nonexclusive easement for use of the Common Roads.

(b) **Utilities.** Easements upon, across, over, through, and under the right-of-way of the Common Roads and five feet in width along each side Lot line for ingress, egress, installation, replacement, repair and maintenance of all public and private utility and service systems. This easement shall be automatically deemed abandoned as to the interior side Lot lines where two or more Lots are combined into a single homesite.

(c) **Police Powers; Security.** A blanket easement throughout Mill Run for police powers and services supplied by the local, state and federal governments and for any security services which may be provided by the Association.

5.4 **Sidewalks.** The Owners of Lots 1 through 6, 69, 79 through 86, 100 through 115, 129 through 144 and 156 through 178 shall construct sidewalks within the right-of-way for all streets adjacent to such Lots. Sidewalks shall be constructed according to the requirements for width, design and manner or construction as established by the Architectural Review Panel. After the initial construction is completed in accordance with such standards, the sidewalks shall be maintained by the Association.

ARTICLE VI ARCHITECTURAL REVIEW

Administration of the Mill Run Architectural Guide is the responsibility of the Architectural Review Panel. The Architectural Review Panel will review all plans for construction, or modification, of any Lot or Commons.

6.1 **Architectural Review Panel.**

(a) **Composition.** The Architectural Review Panel shall consist of three members. Declarant shall select the panel members so long as Declarant owns any Lot for sale within Mill Run in the normal course of business. When Declarant no longer owns any Lot for sale in the normal course of business, the Board shall select the panel members. The panel members shall serve at the pleasure of the entity entitled to select the members and may be replaced at any time.

(b) **Advisor.** The Architectural Review Panel may employ an advisor, who shall be a licensed architect or shall have a masters degree in urban design from an accredited university, or shall have comparable qualifications. The advisor may sit on the Architectural Review Panel as one of the panel members.

6.2 **Review Procedure.**

(a) **Construction Subject to Review.** All construction or modification (except interior alterations not affecting the external structure or appearance of any Building) on any Lot or

Commons must be approved in advance by the Architectural Review Panel. Modifications subject to review specifically include, but are not limited to, painting or other alteration of a Building (including doors, windows and trim); replacement of roof or other parts of a Building other than with duplicates of the original material; installation of antennas, satellite dishes or receivers, solar panels or other devices; construction of fountains, swimming pools, whirlpools or other pools; construction of privacy walls or other fences or gates; addition of awnings, flower boxes, shelves, statues, or other outdoor ornamentation; window coverings; any individual wells or septic tanks and any material alteration of the landscaping or topography of Mill Run, including without limitation any removal or substantial cutting of trees or plants. The listing of a category does not imply that such construction is permitted; the Mill Run Architectural Guide may, for example, prohibit all antennas, satellite dishes or receivers.

(b) Application. The plans to be submitted for approval shall include (i) the construction plans and specifications, including all proposed clearing and landscaping, (ii) elevations of all proposed improvements and (iii) such other items as the Architectural Review Panel requires. No construction on any Lot shall be commenced and no Lot shall be modified except in accordance with such plan. Any modification to the approved plan must be reviewed and approved by separate application.

(c) Basis for Decision. Applications shall be approved or denied based upon compliance with the provisions of the Mill Run Architectural Guide, the quality of workmanship and material and harmony of design with surrounding structures. The Architectural Review Panel may also consider other factors, including purely aesthetic considerations, which in the sole opinion of the Architectural Review Panel will affect the desirability or suitability of the construction. The Architectural Review Panel may grant variances from the Mill Run Architectural Guide based on architectural merit or existing topographical or landscape conditions.

(d) Uniform Procedures. The Architectural Review Panel may establish procedures for the review of applications, including review costs and fees, if any, to be paid by the applicant.

(e) Notification: Construction. The Architectural Review Panel shall notify the applicant in writing of its decision within thirty (30) days of receiving a completed application. If approval or disapproval is not given within thirty (30) days, the application shall be deemed approved unless the applicant agrees to an extension. If approval is given or deemed to be given, construction of the improvements may begin. All construction must comply substantially with the submitted plans.

(f) Enforcement. If any construction is begun which has not been approved or which deviates substantially from the approved plans, the Architectural Review Panel, Declarant or the Association may bring an action for specific performance, declaratory decree or injunction. Costs, including attorneys' fees, shall be paid by the non-prevailing party.

6.3 Liability. Approval by the Architectural Review Panel of an application shall not constitute a basis for any liability of the Declarant, or members of the Architectural Review Panel, Board or Association as regards failure of the plans to conform to any applicable building codes or inadequacy or deficiency in the plans resulting in defects in the improvements.

ARTICLE VII OWNERS' ASSOCIATION

The Association is responsible for maintaining Mill Run and enforcing the Declaration. While Declarant will control the Association during the development stage, the owners themselves will be responsible for the continuation of the community through their participation in the Association.

The Articles and Bylaws of the Association, which create the Association as a non-profit corporation and provide certain procedures for its corporate organization, are attached as exhibits to this Declaration.

7.1 **Members.** Every Owner shall be a mandatory Member of the Association. Membership shall be appurtenant to and may not be separated from title to any Lot.

7.2 **Voting Rights.** The Association shall have two classes of voting membership:

(a) **Class A.** Class A Members shall be all Owners of Lots other than Declarant while Declarant is a Class B Member. Class A Members shall be entitled to one vote for each Lot owned.

(b) **Class B.** The Class B member shall be Declarant and shall be entitled to four (4) votes for each Lot owned. The Class B membership shall end and be converted to Class A membership within ninety (90) days from the first to occur of the following events:

- (i) The total votes outstanding the Class A membership equals the total votes outstanding in the Class B membership,
- (ii) Ten (10) years from the recording of this Declaration, or
- (iii) Declarant chooses to become a Class A member, as evidenced by a recorded instrument.

7.3 **Exercise of Vote.** When more than one person holds an interest in any Lot, all such persons shall be Members. However, the number of votes for that Lot shall not be increased, and such Members must determine among themselves how the Lot's vote may be exercised. Corporations, partnerships and other entities shall notify the Association of the natural person who shall be considered a Member of the Association and exercise its vote.

7.4 **Board of Directors of the Association.**

(a) **Initial Composition.** The Board shall initially consist of at least three persons who shall be originally appointed as provided in the Articles. When at least 115 Lots have been conveyed to Owners other than Declarant and while Declarant is a Class B member, the Class A membership shall be entitled to vote separately for one member of the Board of Directors, and the remaining two positions shall be selected by the Class B member.

(b) **After Class B Termination.** Upon termination of the Class B membership, the Board shall consist of five or six directors, as follows:

- (i) Five directors to be elected from Mill Run at large, and
- (ii) The immediate past president of the Association, if not serving as one of the other five directors and if otherwise available to serve. The past president shall not vote when an even number of directors is present at a meeting.

(c) **Term.** Directors shall hold office for a term of two years, except the immediate past president, who shall serve for one year. Terms shall be staggered so that two or three of the five directors at large shall be elected each year. As established by the Board, some of the first area directors elected after termination of the Class B membership may serve one year to permit staggered terms. Directors may be elected for successive terms.



(d) Qualifications. After termination of the Class B Membership, each director shall be a Member. If a director ceases to be a Member during his term, he shall be automatically removed from the Board.

(e) Voting Procedure. At each election after termination of the Class B membership, each Member shall have one vote for each seat to be filled. No cumulative voting shall be permitted. The candidates receiving the highest number of votes shall be declared elected.

(f) Removal. Except for directors selected by the Class B member, any director may be removed from office, with or without cause, by at least a majority vote of all Class A Members, at any duly called meeting of Members. A special Community Meeting to remove a director or directors from office may be called by ten percent (10%) of all Members giving notice of the meeting. The notice shall state the purpose of the meeting and shall be given to all Members in writing at least one week prior to the Community Meeting.

(g) Vacancy. Any vacancy occurring in the Board may be filled by a majority vote of the remaining Board members, except that a vacancy resulting from removal of a director by the members shall be filled by a vote of the membership. Members shall also vote to fill a vacancy if there are not sufficient remaining Board members to constitute a quorum.

(h) Compensation. Directors shall receive no compensation for their services unless expressly provided for in resolutions adopted by the Members. Directors may not receive any compensation before termination of the Class B membership; however, this shall not prevent Declarant or an affiliate of Declarant from being compensated for management or other services.

7.5 Additional Provisions. Additional provisions concerning the operation of the Association and the Board are contained in the Articles and Bylaws.

ARTICLE VIII
DECISION MAKING

Most day-to-day decisions about the maintenance of Mill Run and enforcement of the Declaration are the responsibility of the Board, acting on the members' behalf. For those decisions requiring Members' approval, the Community Meeting provides a public opportunity for discussion.

8.1 Community Meeting.

(a) When called. The Community Meeting shall be called annually for the election of members of the Board, and whenever any action is required by this Declaration to be taken by vote or assent in writing of the Members. As a convenient reference and not as a limitation, actions requiring a vote of the Members, or assent in writing, include the following:

Annexation of additional property.....	Section 2.2
Conveyance or dedication of Commons.....	Section 3.1
Election of the Board of Directors.....	Section 7.4
Spending reserves other than as designated.....	Section 9.3
Approval of General Assessments when increased 15%.....	Section 9.4
Ratification of expenditures for capital improvements.....	Section 9.6
Repeal of Rules and Regulations adopted by the Board.....	Section 11.10
Amendment of the Declaration.....	Section 13.1
Termination of the Declaration.....	Section 13.2

(b) Quorum. Voting at a Community Meeting requires presence of Members (in person, by proxy or telephone conference) representing the percentage of votes established by the Board as necessary to transact business. The Board may revise this percentage from time to time, but in no event shall the required percentage be less than 25% or more than 50%, unless otherwise required by statute.

(c) Notice. Notice of the meeting must be given to Members in accordance with Section 14.3 ("Notices") at least ten (10) days but no more than thirty (30) days before the meeting, except in an emergency when whatever notice is reasonable shall be given. Notice of meetings shall also be posted in at least one conspicuous place within the Commons.

(d) Action without Meeting. When the required percentage to transact business has not been obtained at the Community Meeting, and if permitted by the Board, the membership may approve any matter (specifically including the election of directors) by written ballot. Ballots shall be mailed or hand delivered to all Members. The Board shall establish for each vote the amount of time to be permitted for voting, which shall be no less than 10 days nor more than 60 days, and all ballots returned within the the permitted time shall be counted. The Board may also establish a minimum number of ballots which must be returned in order for the vote to be valid, but the minimum shall be no greater than 50%.

8.2 Board Meetings

(a) Board's Responsibility. Except as specifically provided in this Article or elsewhere in this Declaration, the Board has been delegated the power, and shall have the authority to act on behalf of the Association and to make all decisions necessary for the operation of the Association, the enforcement of this Declaration and the care of the Commons.

(b) Quorum. Voting at a Board meeting requires presence of at least one-half of the directors, in person, by proxy or telephone conference. Any action required to be taken by vote of the Board may be taken in the absence of a meeting (or in the absence of a quorum at a meeting) by obtaining the written approval of a majority of the Board.

8.3 Record Keeping. The Board shall keep, or cause to be kept, a record of all meetings, both of the Board and of the Association. For each action taken, the record shall state the vote and a description of the action approved, and, where applicable, the reasons why the action was considered necessary and a summary of the information on which the decision was based. The record shall be available for inspection by any Member.

ARTICLE IX ASSOCIATION BUDGET

To fulfill its obligation to maintain the Commons, the Board is responsible for the fiscal management of the Association.

9.1 Fiscal Year. The fiscal year of the Association shall begin January 1 of each year and end on December 31 of that year, unless the Board selects a different fiscal year.

9.2 Budget Items. The budget shall estimate total expenses to be incurred by the Association in carrying out its responsibilities. These expenses may include, without limitation, the following:

(a) The cost of wages, materials, insurance premiums, services, supplies and other expenses for the rendering of all services required or permitted under this Declaration,

- (b) Reasonable amounts, as determined by the Board, for working capital for the Association and for reserves.
- (c) Fees for professional management of the Association, legal counsel and accounting.
- (d) Taxes for the Commons, if the Commons are taxed separately from the Lots.
- (e) Contributions for common maintenance costs, as required under the Orange Blossom Boulevard Maintenance Agreement.

9.3 Reserves. The Association shall accumulate and maintain adequate reserves for working capital, contingencies and replacement, which shall be included in the budget and collected as part of the annual General Assessment. Extraordinary expenses not originally included in the annual budget which may become necessary during the year shall be charged first against such reserves. Except in the event of an emergency, reserves accumulated for one purpose may not be expended for any other purpose unless approved by a majority vote of the Members. If the reserves are inadequate for any reason, including nonpayment of any Member's assessment, the Board may at any time levy an emergency assessment in accordance with the provisions of Section 10.4 ("Special Assessment"). If there is an excess of reserves at the end of the fiscal year and the Board so determines, the excess may be returned on a prorata basis to all Members who are current in payment of all assessments due the Association, or may be used to reduce the following year's assessments.

9.4 Preparation and Approval of Annual Budget.

(a) **Initial Budget.** Declarant shall determine the budget for the fiscal year in which a Lot is first conveyed to an Owner other than Declarant.

(b) **Subsequent Years.** Beginning with the year in which a Lot is first conveyed to an Owner other than Declarant and each year thereafter, at least one month before the end of the fiscal year, the Board shall, by majority vote, adopt a budget for the coming year and set the annual General Assessments at a level sufficient to meet the budget. At least two weeks before the fiscal year to which the budget applies, the Board shall send to each Member a copy of the budget in reasonably itemized form, which shall include the amount of General Assessments payable by each Member.

(c) **Approval.** If General Assessments are to be increased to greater than 125% of the previous year's General Assessment, and at least 10% of the Members request review within thirty (30) days after the budget is delivered to Members, the Board shall call a Community Meeting to present the budget and to answer any questions. After presentation, the budget shall be deemed approved unless the percentage required to transact business is present and the budget is rejected by a majority of the Class A Members present. If the budget is rejected, the Board shall approve a new budget within ten (10) days and send a copy to each Member.

9.5 Effect of Failure to Prepare or Adopt Budget. The Board's failure or delay in preparing or adopting the annual budget for any fiscal year, or review of the budget under Section 9.4 (c), shall not waive or release a Member's obligation to pay General Assessments whenever the amount of such assessments is finally determined. In the absence of an annual Association budget each Member shall continue to pay the assessment at the rate established for the previous fiscal period until notified otherwise.

9.6 Capital Improvements. If the cost of all capital improvements to the Commons to be paid within a single year totals more than twenty five percent (25%) of the Association's annual budget, the capital improvements must be approved by majority vote of the Class A Members. If the

capital improvements are approved by the Members, the Board shall determine whether it shall be paid from General Assessments or by Special Assessment. Any repair or replacement of existing improvements shall not be considered a capital improvement.

9.7 Accounts. Reserves shall be kept separate from other Association funds, either in a single account for all reserves or separated by purpose. All other sums collected by the Board with respect to Assessments and charges of all types may be commingled in a single fund.

**ARTICLE X
COVENANTS FOR MAINTENANCE ASSESSMENTS**

The cost of fulfilling the Association's financial obligations is divided equitably among the Members by means of Assessments. To assure the Association of a reliable source of funds and to protect those Members who contribute their equitable share, assessments are mandatory and are secured both by a lien on the lot and the member's personal obligation.

10.1 Obligation for Assessments. Declarant, for each Lot owned within Mill Run, hereby covenants, and each Owner of any Lot by acceptance of a deed or other transfer instrument, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the following (to be known collectively as "Assessments"):

- (a) General Assessments for expenses included in the budget,
- (b) Special Assessments for the purposes provided in this Declaration, and
- (c) Individual Lot Assessments for any charges particular to that Lot,

together with a late fee and interest, as established by the Board, and cost of collection when delinquent, including a reasonable attorney's fee whether or not suit is brought. Upon default in the payment of any one or more installments, the Board may accelerate the entire balance of such Assessment, which shall be declared due and payable in full.

10.2 Initial Guarantee of Assessments. Declarant guarantees that during the year in which a Lot is first conveyed to an Owner other than Declarant and during the following year (the Association's first full budget year), the General and Special Assessments owed by each Owner shall not exceed the amount stated on the proposed budget delivered to each Owner prior to closing. In return for such guarantee and for paying any deficit, Declarant shall not be liable during the guarantee period for any assessments on any Lots which it owns. Unless terminated by notice to the Association at least 30 days prior to the end of a guarantee period, Declarant shall automatically extend this guarantee for successive six-month terms at the same level of assessment, plus an annual increase of five percent (5%).

10.3 Equitable Division of Assessment. General Assessments and Special Assessments shall be assessed equally among all Lots, except as follows:

(a) Declarant shall not be liable for assessments during the guarantee period, as described in Section 10.2, and

(b) After termination of the guarantee period, Declarant shall pay one-fourth of a Lot's Assessment for Lots which it owns within Mill Run and which are unoccupied. Once the Lot has been sold to an Owner other than Declarant or has been occupied it shall always be subject to the payment of General and Special Assessments. The furnishing of a model building for sales display purposes shall not cause the Lot to be considered as having been occupied.



10.4 General Assessments.

(a) Establishment by Board. The Board shall set the date or dates such assessments shall become due and may provide for collection of assessments annually or in monthly, quarterly or semiannual installments.

(b) Initial Assessments. During the guarantee period, General or Special Assessments for each Lot shall be prorated to the month of closing to an Owner other than the Declarant.

10.5 Special Assessment. In addition to the General Assessment, the Board may levy in any fiscal year a Special Assessment applicable to that year and not more than the next four succeeding years as follows:

(a) Capital Improvements. Any substantial capital improvement which has been approved in accordance with Section 9.6 ("Capital Improvements") or any capital improvement not required to be approved by the Members may be paid by Special Assessment.

(b) Emergency Assessment. By a two-thirds (2/3) vote, the Board may impose a Special Assessment for any unusual or emergency maintenance or repair or other expense which this Declaration requires the Association to pay (including, after depletion of reserves, any unexpected expenditures not provided by the budget or unanticipated increases in the amounts budgeted).

10.6 Individual Lot Assessments. The Association may levy at any time an Individual Lot Assessment against a particular Lot for the purpose of defraying, in whole or in part, the cost of any special services to that Lot or any other charges designated in this Declaration as an Individual Lot Assessment.

10.7 Recreation Assessments. If requested by the Recreation Association, the Association shall collect the assessments for the Recreation Association as agent for the Recreation Association including, if so requested, the collection of delinquent assessments. The Association's failure or inability to collect Recreation Assessments shall not, however, impair any of the Recreation Association's rights to collect such assessments itself. The Association shall deliver all assessments collected by the due date within ten days after the due date, and shall deliver any late payments within ten days after receipt. Recreation Assessments are secured as provided in the Recreation Declaration. Where both the Association and the Recreation Association have filed liens on a Lot and there are no intervening liens, the two liens shall have equal priority.

10.8 Effect of Nonpayment of Assessment: Remedies

(a) Personal Obligation. All Assessments, together with any late fee, interest and cost of collection when delinquent, including a reasonable attorney's fee whether or not suit is brought (collectively, the "Assessment Charge") shall be the personal obligation of the person or entity who was the Owner of the Lot at the time when the assessment was levied, and of each subsequent Owner. No Owner may waive or otherwise escape liability for the Assessment Charge by abandonment of the Lot.

(b) Creation of Lien. The Assessment Charge shall also be charged on the land and shall be a continuing lien upon the Lot against which the Assessment Charge is made, which is effective upon recording of a claim of lien. This lien, in favor of the Association, shall secure the Assessment Charge which is then due and which may accrue subsequent to the recording of the claim of lien and prior to entry of final judgment of foreclosure.

(c) Suit for Payment; Foreclosure of Lien. The Association may bring an action at law against the Owner personally obligated to pay the Assessment Charge, or may foreclose the lien in a manner similar to foreclosure of a mortgage lien, or both. The Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Lot foreclosed at such foreclosure sale and to acquire, hold, lease, mortgage and convey the Lot.

(d) Subordination of the Lien to Mortgages. The lien of the Assessment Charge shall be inferior to the first mortgage lien of any Mortgagee. Sale or transfer of any Lot pursuant to foreclosure of such a mortgage, including a deed in lieu of foreclosure, shall extinguish the lien as to payments which became due prior to the sale or transfer. The transferees of such Lot shall be liable for any assessments coming due after the sale or transfer.

(e) Other Remedies. The Association shall have the right to assess fines and suspend the voting rights of an Owner for any period during which any Assessment against his Lot remains unpaid.

10.9 Certificate of Payment. The treasurer of the Association, upon request of any Owner, shall furnish a certificate signed by a member of the Board stating whether any assessments are owed by that Owner. The Board may establish a reasonable fee for such certificate, not to exceed \$25, as adjusted for cost of living increases. Such certificate, when co-signed by the secretary of the Association, shall be conclusive evidence of payment of any assessment stated to have been paid.

ARTICLE XI USE OF PROPERTY; INDIVIDUAL LOTS

The following covenants are designed to protect the quality of life for all Owners within Mill Run and to set a standard for reasonable cooperation within the community.

11.1 Residential Use. All Lots shall be developed and used solely for single-family residential use. No business, commercial, religious or charitable enterprise of any kind shall be maintained upon or in connection with the use of any Lot. Nothing in these covenants shall, however, prohibit Declarant or its various assigns from constructing model homes or operating sales and promotional offices or construction or maintenance facilities.

11.2 Leasing. Leasing of Lots is permitted, subject to reasonable regulation by the Board. Owners shall provide all tenants with information concerning restrictions and Rules and Regulations for Mill Run.

11.3 No Time Sharing. No time-share ownership of Lots is permitted without Declarant's approval. For this purpose, the term "time-share ownership" shall mean a method of ownership of an interest in a Lot under which the exclusive right of use, possession or occupancy of the Lot circulates among more than four individuals or married couples on a periodically reoccurring basis.

11.4 Nuisances; Other Improper Use.

(a) Nuisances; Unlawful Use. No nuisance or offensive or unlawful use shall be permitted to exist or operate on any Lot or Commons. All laws, building codes, orders, rules, regulations or requirements of any governmental agency having jurisdiction shall be complied with, by and at the sole expense of the Owner or the Association, whichever shall have the obligation to maintain or repair the affected portion of Mill Run.

(b) Insurance. Nothing shall be done or kept on any Lot or the Commons which will increase the rate of, or result in cancellation of, insurance for Mill Run or any other Lot, or the contents thereof, without the prior written consent of the Association.



(c) Soliciting. No soliciting will be allowed at any time within Mill Run.

11.5 Pets. Pets may be kept by an Owner on his Lot but only if such pets do not cause a disturbance or annoyance. Each Owner shall be held strictly responsible to immediately collect and properly dispose of wastes and litter of his pets. The Association reserves the right to designate specific areas within the Commons where pets may be walked and prohibit pets on other areas. The Association may prohibit tenants from keeping pets or place restrictions on tenants' pets.

11.6 Signs. No sign, advertisement or notice of any type or nature whatsoever (including "For Sale" or "For Rent" signs) shall be erected or displayed upon any Lot (including placement on the Building, yard or in any window) or upon the Commons, unless the Architectural Review Panel has given express prior written approval of the size, shape, content and location, which approval may be arbitrarily withheld. Each Lot may have address markings and the name of the Owner, the size and style of which may be regulated by the Architectural Review Panel. Notwithstanding the foregoing, Declarant shall be permitted to post and display advertising signs within Mill Run.

11.7 Automobiles.

(a) Parking. Automobiles may be parked only in the garage or driveway of a Lot, in unassigned parking areas as originally created by Declarant or in other parts of Mill Run which may be specifically designated in writing by the Board. All parking within Mill Run shall be in accordance with rules and regulations adopted by the Association.

(b) Prohibited Vehicles. Buses, mobile homes (including vans with sleeping facilities) and vehicles which display advertising or the name of a business, may not be parked overnight in Mill Run except in garages. Only automobiles bearing current license and registration tags, as required by state law from time to time, may be parked within Mill Run. All such automobiles shall be in good running condition; repair of automobiles (other than emergency repair) or storage of disabled automobiles is not permitted within Mill Run. Boats may not be stored where visible from Common Roads.

(c) Garage Doors. Garage doors shall be kept closed except when automobiles are entering or leaving the garage.

11.8 Attractiveness and Safety of Lots.

(a) Owner's Responsibility. Each Owner shall keep all parts of his Lot in good order and repair, with well-maintained landscaping and free from debris.

(b) Clotheslines. No clothesline or other clothes-drying apparatus shall be permitted in any part of a Lot where it may be visible from the Commons, any Common Road or any other Lot.

(c) Garbage and Trash Containers. All garbage and trash containers must be placed and maintained in accordance with rules and regulations adopted by the Board. No portion of Mill Run shall be used for dumping refuse.

(d) Fuel Storage Tanks. No fuel or gas storage tanks may be permitted on any Lot, except that an Owner may keep and maintain a small gas tank for gas barbeques and fireplaces in an area on his Lot specifically approved by the Architectural Review Panel.

11.9 Temporary Structures. No structure of a temporary character, trailer, tent, shack, barn, shed or other outbuilding shall be permitted on any Lot at any time, except construction trailers,

sales facilities and other temporary structures may be permitted by Declarant during construction and sales phases.

11.10 Rules and Regulations. The Board may from time to time adopt rules or amend previously adopted rules and regulations governing the details of the operation, use, maintenance and control of the Lots, Commons and any facilities or services made available to the Owners. Rules and Regulations shall take effect immediately upon approval by the Board, or at a later date selected by the Board. If requested by at least 10% of the Members, a Community Meeting may be called and any Rule or Regulation may be repealed by majority vote of the Members. A copy of the Rules and Regulations adopted from time to time shall be furnished to each Owner.

11.11 Enforcement.

(a) **Owner's Responsibility.** Each Owner, family members of Owners and Owners' guests and tenants shall conform and abide by the covenants contained in this Declaration and any Rules and Regulations which may be adopted from time to time by the Board. Each Owner shall be responsible for assuring such compliance, and any violation by family members, guests or tenants may be considered to be a violation by the Owner.

(b) **Covenants Committee.** The Board shall establish a Covenants Committee to hear any complaints of violations of these Covenants or Rules and Regulations adopted by the Board. Members of the Board may serve on the Covenants Committee.

(c) **Notice, Hearing and Fines.** Any Owner who is believed to be in violation shall be given notice and an opportunity to be heard. After such hearing, the Covenants Committee shall have the right to assess fines, up to a maximum of \$50 for a single violation or \$10 per day for a continuing violation (to be adjusted according to increases in the cost of living) and may restrict the Owner's use of the Commons for up to sixty (60) days. Fines shall be charged against the Lot as an Individual Lot Assessment.

(d) **Tenant Violations.** If a tenant is believed to be in violation of the Covenants or Rules and Regulations, the Covenants Committee shall notify the Owner and tenant and provide an opportunity for hearing. If the Covenants Committee determines after notice and opportunity for hearing that a tenant has violated the Covenants or Rules and Regulations, the Covenants Committee may assess fines against the Owner as provided in paragraph (c). In addition, if the violation continues for ten days after notice to the Owner of the Committee's findings, or if the tenant materially violates the Covenants or Rules and Regulations more than once in any one-year period, the Association, by a two-thirds (2/3) vote of the Board, shall have the right to evict the tenant. Each Owner by acceptance of a deed irrevocably appoints the Association as its agent and attorney-in-fact in such an eviction action. All costs related to such action shall be charged to the Owner as an Individual Lot Assessment. Any Owner whose tenant or tenants (whether under one lease or different leases) violate the Covenants or Rules and Regulations three times in any one-year period may be prohibited from further leasing of his Lot for a period of up to one year.

(e) **Corrective Action for Lot Maintenance.** If the Covenants Committee determines after notice and hearing that any Owner has failed to maintain any part of the Lot (including the yard and any wall or Building) in a clean, attractive and safe manner, the Covenants Committee shall notify the Owner of its findings and may assess fines as provided in paragraph (c). If the violation continues for ten days after notice to the Owner of the Committee's findings, the Association, by a two-thirds (2/3) vote of the Board, shall have the right without liability to enter upon such Lot to correct, repair, restore, paint and maintain any part of such Lot and to have any objectionable items removed from the Lot. All costs related to such action shall be assessed to the Owner as an Individual Lot Assessment.

(f) Pets. After notice and hearing, the Covenants Committee, with approval of the Board by two-thirds (2/3) vote, may require that an Owner permanently remove from Mill Run any pet which creates disturbances or annoyances to the reasonable displeasure of other Owners.

(g) Additional Remedies. All remedies listed in this section are non-exclusive and may be applied cumulatively. The Association shall also have the right to bring suit to enforce the covenants and Rules and Regulations, as described in Section 14.3.

ARTICLE XII INSURANCE

Insurance is essential to protect the interests of the various Owners and to assure that funds will be available for rebuilding after a casualty. However, because insurance costs may increase significantly or new types of coverage made available, this Article gives some flexibility to the Board to select insurance coverage that is reasonable for the conditions that exist at that time.

12.1 Review of Coverage. The Board shall review limits of coverage for each type of insurance at least once each year.

12.2 Casualty Insurance. The Board may obtain and, if Commons with significant insurable improvements are created within Mill Run, shall be required to obtain and maintain, fire insurance on the Commons. Endorsements for extended coverage, vandalism, malicious mischief and windstorm should be obtained where available at reasonable cost. Coverage shall be in an amount not less than necessary to comply with the co-insurance percentage stipulated in the policy, but in any event not less than 80% of the insurable value (based upon replacement) of the improvements constructed on the Commons.

12.3 Public Liability. The Board may obtain public liability insurance in such limits as the Board may from time to time determine, insuring against any liability arising out of, or incident to, the ownership and use of the Commons and any water access located on or adjoining Mill Run. Whenever practicable, such insurance should be issued on a comprehensive liability basis and should contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association, the Board or other Owners.

12.4 Director Liability Insurance. The Board may obtain liability insurance insuring against personal loss for actions taken by members of the Board in the performance of their duties. Such insurance shall be of the type and amount determined by the Board in its discretion.

12.5 Other Coverage. The Board shall obtain and maintain workman's compensation insurance if and to the extent necessary to meet the requirements of law, and such other insurance as the Board may determine or as may be requested from time to time by a majority vote of the Members.

12.6 Repair and Reconstruction after Fire or Other Casualty.

(a) Commons. If fire or other casualty damages or destroys any of the improvements on the Commons, the Board shall arrange for and supervise the prompt repair and restoration of the improvements. The Board shall obtain funds for such reconstruction first from the insurance proceeds, then from reserves for the repair and replacement of such improvements, and then from any Special Assessments that may be necessary after exhausting insurance and reserves.

(b) Lot Improvements. If fire or other casualty damages or destroys a Building or any other improvements on a Lot, the Owner of that Lot shall promptly either (i) proceed to rebuild and restore the improvements to the condition existing immediately prior to such damage or

destruction, (ii) remove damaged portions and construct new or remodeled improvements in accordance with plans approved by the Architectural Review Panel, or (iii) remove all portions of the damaged structure above the foundation level and clean and landscape the Lot so that it is safe, attractive and free from debris.

ARTICLE XIII
AMENDMENT; TERMINATION

Property Owners should be able to rely on the Declaration and the general principles it states. Amendment should not be easy. However, new solutions will be proposed from time to time to make the Association operate more efficiently or to adjust to changing conditions. Where clearly to the community's benefit, these new provisions should be incorporated into the Declaration.

13.1 Amendment.

(a) By Members. This Declaration may be amended at any time by an instrument signed by the president or vice president and secretary of the Association, certifying approval in writing by two-thirds (2/3) of the Class A Members. Until termination of the Class B Membership, Declarant must also approve and sign any amendment to the Declaration.

(b) By Declarant. Declarant specifically reserves the absolute and unconditional right, so long as it is a Class B Member, to amend this Declaration without the consent or joinder of any party (i) to conform to the requirements of the Federal Home Loan Mortgage Corporation, Veterans Administration, Federal Housing Administration, Federal National Mortgage Association or any other generally recognized institution involved in the guarantee or purchase and sale of home loan mortgages, (ii) to conform to the requirements of institutional mortgage lenders or title insurance companies, or (iii) to clarify the Declaration's provisions or correct errors.

(c) Limitation. Whenever any action described in this Declaration requires approval of greater than two-thirds (2/3) of the Members, amendment of that provision shall require the same percentage vote as would be required to accomplish that action directly.

(d) Recording. Any amendment shall take effect upon recording in the public records.

13.2 Duration; Termination. The covenants and restrictions contained in this Declaration shall run with and bind Mill Run and shall inure to the benefit of and be enforceable by Declarant, the Association, and all Owners of property within Mill Run, their respective legal representatives, heirs, successors or assigns for ninety (90) years, and shall be automatically extended for each succeeding ten year periods unless terminated in one of the following ways:

(a) Consent. The Declaration may be terminated at any time by a recorded instrument signed by the president or vice president and secretary of the Association, certifying agreement by Owners representing 90% of the votes in the Association to terminate the Declaration as of a specified date.

(b) Dedication of Commons. The Declaration may be terminated by consent in writing by Members representing two-thirds (2/3) of the votes in the Association, if the Commons have been accepted for dedication or taken by eminent domain by the appropriate unit of local government.

13.3 Rerecording. Unless this Declaration is terminated, the Association shall rerecord this Declaration or other notice of its terms at intervals necessary under Florida law to preserve its effect.

13.4 Condemnation. If all or part of the Commons is taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Association. The Board shall have the right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation affecting such property.

ARTICLE XIV
GENERAL PROVISIONS

14.1 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform and consistent plan for the development and operation of Mill Run as a residential development of the highest quality. The italicized portions at the beginning of each Article are intended to state the purposes for the provisions that follow and may be used as an aid to interpretation. However, if the italicized portion conflicts with the operative provision, the operative provision shall govern. In the event of a conflict between this Declaration and the Articles or Bylaws, this Declaration shall govern. If the Articles and Bylaws conflict, the Articles shall govern. This Declaration is subordinate to the Recreation Declaration.

14.2 Invalidity. The invalidity of any part of this Declaration shall not impair or affect the validity or enforceability of the rest of the Declaration, which shall remain in full force and effect.

14.3 Compliance with Declaration: Enforcement.

(a) Owner's Responsibility. Each Owner, family members of Owners and Owners' guests and tenants shall conform and abide by this Declaration and any Rules and Regulations which may be adopted from time to time by the Board. Each Owner shall be responsible for assuring that all persons using that Owner's Lot by, through or under him so comply.

(b) Enforcement. Suit may be brought against any person, persons or entity violating or attempting to violate the provisions of this Declaration, either to restrain violation or to recover damages, and against his or its property to enforce any lien created by this Declaration. To enforce this Declaration or the Rules and Regulations, the Association, Declarant or any Owner may bring an action for damages, specific performance, declaratory decree or injunction, or any other remedy at law or in equity. The Board shall be empowered to bring suits on behalf of the Association.

(c) No Waiver. Failure to enforce any provision of this Declaration or the Rules and Regulations shall not be deemed a waiver of the right to do so at any time thereafter.

(d) Association's Legal Fees. Any and all costs, including but not limited to attorneys' fees and court costs, which may be incurred by the Association in the enforcement of any of the provisions of this Declaration, whether or not suit is brought, shall be assessed as an Individual Lot Assessment to the Owner against whom such action was taken.

14.4 Notices. Any notice required to be sent to the Owner shall be deemed to have been properly sent and duly delivered when mailed, postage prepaid, or hand delivered to the Lot and, if different, to the last known address of the person who appears as Owner of the Lot as that address is stated on the records of the Association at the time of the mailing.

14.5 Gender and Number. The use of the masculine gender herein shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.



14.6 Consent of Mortgagees.

(a) When Consent Required. This Declaration contains provisions concerning various rights, priorities, remedies and interests of Mortgagees. Such provisions are to be construed as covenants for the protection of the Mortgagees on which they may rely in making loans secured by a mortgage on a Lot. Accordingly, no amendment or modification of this Declaration specifically impairing such rights, priorities, remedies or interests of a mortgagee shall be adopted without the prior written consent of Mortgagees as provided in subsection (b). This section shall not be construed, however, as a limitation upon the rights of Declarant, the Association or the Members to make amendments which do not adversely affect the Mortgagees.

(b) Percentage Required. Wherever consent of the Mortgagees is required, it shall be sufficient to obtain the written consent of Mortgagees holding a first lien on 67% or more of all Lots encumbered by a mortgage. However, if one Mortgagee is holding a first lien on more than 50% of the Lots encumbered by a mortgage, the written consent of that Mortgagee alone shall be sufficient.

(c) Timely Response. Any such required consent shall be given promptly and shall not be unreasonably withheld. Any consent not given or denied within 30 calendar days of receipt of request for consent shall be deemed given.

14.7 Consent of Governmental Agency. The Drainage System is subject to regulation by the South Florida Water Management District (SFWMD). Accordingly, no amendment or modification to this Declaration specifically regarding the operation, maintenance or ownership of the Drainage System shall be adopted without the prior written consent of SFWMD. This section shall not be construed, however, as a limitation upon the rights of Declarant, the Recreation Association or the Members to make amendments which do not adversely affect the governmental interests.

14.8 Law to Govern. This Declaration shall be construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the undersigned does hereby make this Declaration of Charter, Easements, Covenants and Restrictions for Mill Run and has caused this Declaration to be executed as of the day and year first above written.

WITNESSES:

John M. Spatter
Dora F. Cook

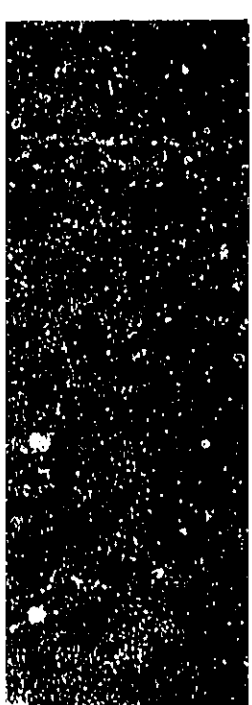
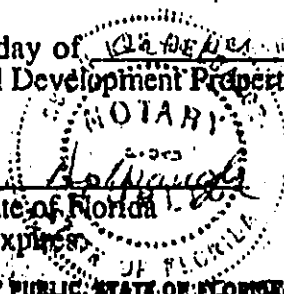
NATIONAL DEVELOPMENT PROPERTIES OF FLORIDA, INC., a Florida corporation

By: *E.C. Miller*
Its EXEC. VICE president

STATE OF FLORIDA
COUNTY OF Lee

This Declaration was acknowledged before me this 24th day of October, 1988, by E.C. Miller, Exec. Vice president of National Development Properties of Florida, Inc., a Florida corporation, on behalf of the corporation.

Susan J. Holmquist
Notary Public, State of Florida
My Commission expires



CONSENT OF MORTGAGEE

THE UNION NATIONAL BANK OF PITTSBURGH, the holder of the mortgage dated June 28, 1988 and recorded in Official Records Volume 1361, page 1114, of the public records of Collier County, Florida, does hereby consent to the Mill Run Declaration of Charter, Easements, Covenants and Restrictions and agrees that the aforesaid mortgage shall be subordinated to the Declaration.

WITNESSES:

THE UNION NATIONAL BANK OF PITTSBURGH

John F. Fortugno
MORTGAGE LOAN OFFICER

By: R. David S. Benight
Its Asst. Vice President

STATE OF Pennsylvania
COUNTY OF Allegheny

This Consent was acknowledged before me this 19th day of October, 1988 by R. DAVID BENIGHT, ASST. VICE President of The Union National Bank of Pittsburgh, a banking corporation organized and existing under the laws of the United States of America, on behalf of such corporation.

Bernadette Armocida
Notary Public, State of Pennsylvania
My Commission Expires:

Notary Seal
Bernadette Armocida, Notary Public
Pittsburgh, Allegheny County
My Commission Expires March 27, 1990
Member, Pennsylvania Association of Notaries

**ARTICLES OF INCORPORATION
FOR
THE COMMUNITY ASSOCIATION FOR MILL RUN,
COLLIER COUNTY, INC.**

The undersigned subscriber to these Articles of Incorporation, a natural person competent to contract, hereby forms a corporation under the laws of the State of Florida.

**ARTICLE I
NAME**

The name of the corporation is the THE COMMUNITY ASSOCIATION FOR MILL RUN, COLLIER COUNTY, INC., hereinafter referred to as the "Association." The address of the Association is National Development Properties of Florida, Inc., 7920-308 College Parkway, Ft. Myers, Florida 33907.

**ARTICLE II
REGISTERED AGENT**

The initial Registered Agent of the Association is Patrick Bryan Reinert. The address of the Registered Agent is National Development Properties of Florida, Inc., 7920-308 College Parkway, Ft. Myers, Florida 33907.

**ARTICLE III
PURPOSES**

The Association does not contemplate pecuniary gain or profit to its members. The Association's specific purposes are to provide for the maintenance and preservation of the property ("Property") described in the Mill Run Declaration of Charter, Easements, Covenants and Restrictions, recorded or to be recorded in the public records of Collier County, Florida (the "Declaration") for the mutual advantage and benefit of the members of this Association, who shall be owners of lots within the Property. To promote the health, safety and welfare of the owners of lots in the Property, the Association shall have and exercise the following authority and powers:

- (a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration, which is hereby incorporated by reference.
- (b) To acquire, by gift, purchase or otherwise, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.
- (c) To borrow money and to mortgage, pledge or hypothecate any and all of its real or personal property as security for money borrowed or debts incurred.
- (d) To participate in mergers and consolidations with other nonprofit corporations organized for similar purposes or annex additional residential property and Commons.
- (e) To have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida may now or hereafter have or exercise.

**ARTICLE IV
MEMBERSHIP**

Every person or entity who is a record owner of a lot within the Property shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot.

**ARTICLE V
VOTING RIGHTS**

The Association shall have two classes of voting membership, as described in the Declaration.

**ARTICLE VI
BOARD OF DIRECTORS**

The Board of Directors shall initially consist of three members, whose names and addresses are as follows:

<u>Name</u>	<u>Address</u>
Patrick Bryan Reinert	National Development Properties of Florida, Inc. 7920-308 College Parkway Ft. Myers, Florida 33907
Eric C. Miller	National Development Properties of Florida, Inc. 7920-308 College Parkway Ft. Myers, Florida 33907
Jo Ann Southern	National Development Properties of Florida, Inc. 7920-308 College Parkway Ft. Myers, Florida 33907

**ARTICLE VII
TERM OF EXISTENCE**

This corporation shall have perpetual existence unless sooner dissolved in accordance with the provisions herein contained or in accordance with the laws of the State of Florida. The date on which corporate existence shall begin is the date on which these Articles of Incorporation are filed with the Secretary of State of the State of Florida.

**ARTICLE VIII
DISSOLUTION**

The Association may be dissolved with the assent in writing of not less than seventy five percent (75%) of each class of member. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of this Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created or for the general welfare of the residents of the county in which the Property is located. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to similar purposes.

**ARTICLE IX
OFFICERS**

Subject to the direction of the Board, the affairs of this Association shall be administered by its officers, as designated in the Bylaws of this Association. Said officers shall be elected annually by the Board. The names and addresses of the officers who shall serve until the first annual meeting of the Board are as follows:

<u>Office</u>	<u>Name and Address</u>
President	Patrick Bryan Reinert National Development Properties of Florida, Inc. 7920-308 College Parkway Ft. Myers, Florida 33907
Vice President	Eric C. Miller National Development Properties of Florida, Inc. 7920-308 College Parkway Ft. Myers, Florida 33907
Secretary/Treasurer	Jo Ann Southern National Development Properties of Florida, Inc. 7920-308 College Parkway Ft. Myers, Florida 33907

**ARTICLE X
BYLAWS**

The Bylaws of this Association shall be adopted by the first Board and recorded among the public records of Collier County, Florida. The Bylaws may be altered, amended, modified or repealed by a majority of the Directors or at any duly called meeting of the members of this Association.

**ARTICLE XI
AMENDMENTS**

This Association reserves the right to amend or repeal any of the provisions contained in these Articles by a seventy-five percent (75%) vote of the membership.

**ARTICLE XII
SUPREMACY**

These Articles and the Bylaws are subject to the Declaration and in the event of a conflict, the Declaration shall govern. In the event of a conflict between the Articles and Bylaws, the Articles shall govern.

**ARTICLE XIII
INDEMNIFICATION**

This Association shall indemnify and hold harmless any and all of its present or former directors, officers, employees or agents, to the full extent permitted by law. Said indemnification shall include but not be limited to the expenses, including the cost of any judgments, fines, settlements and counsel's fees actually and necessarily paid or incurred in connection with any action, suit or proceeding, whether civil, criminal, administrative or investigative, and any appeal thereof, to which any such persons or his legal representative may be made a party or may be threatened to be made a party by reason of his being or having been a director, officer, employee or agent as herein

provided. The foregoing right of indemnification shall not affect any other rights to which any director, officer, employee or agent may be entitled as a matter of law or which he may be lawfully granted.

ARTICLE XIV
INCORPORATOR

The name and address of the incorporator of the corporation is:

Patrick Bryan Reinert
National Development Properties of Florida, Inc.
7920-308 College Parkway
Ft. Myers, Florida 33907

IN WITNESS WHEREOF, for the purpose of forming this Association under the laws of the State of Florida, the undersigned, being the incorporator of this Association, has executed these Articles of Incorporation this ____ day of _____, 19____.

WITNESSES:

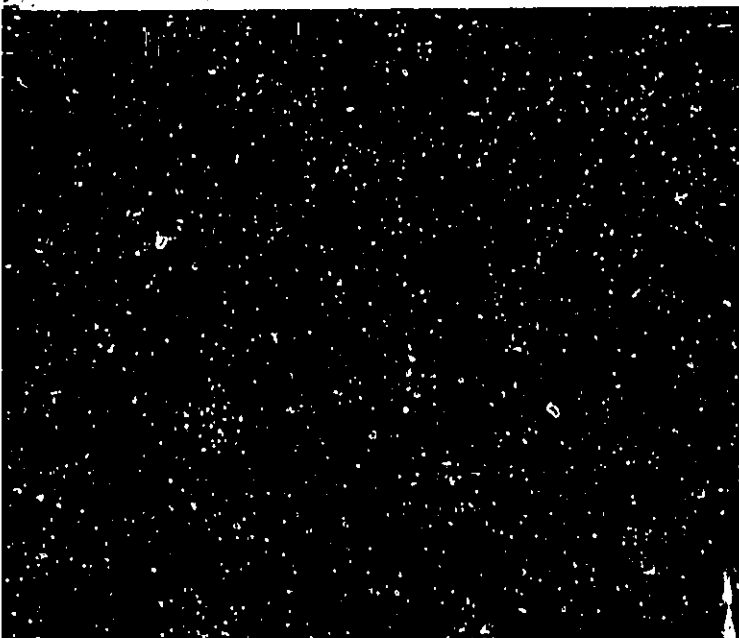
INCORPORATOR:

Patrick Bryan Reinert

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 19____, by Patrick Bryan Reinert as incorporator.

Notary Public, State of Florida at Large
My commission expires:



OR BOOK
EXHIBIT "B"BY-LAWS
OF
THE COMMUNITY ASSOCIATION FOR MILL RUN,
COLLIER COUNTY, INC.ARTICLE I
MEMBERS

1.1 Membership. The members of the The Community Association for Mill Run, Collier County, Inc (the "Association"), a corporation not for profit organized under Florida law, shall consist of the owners of lots ("Lots") in Mill Run located in Collier County, Florida, as described in the Declaration of Charter, Easement, Covenants and Restrictions for Mill Run, recorded or to be recorded in the public records of Collier County, Florida (the "Declaration"). The membership of each Owner shall terminate when he or she ceases to be an Owner of a Lot. Upon the sale, transfer or other disposition of his or her ownership interest in a Lot, membership in the Association shall automatically be transferred to the new Lot Owner. The Association may issue certificates evidencing membership.

1.2 Shares; Votes. Each member shall have an interest in the funds and assets of the Association equal to the number of Lots owned by that member, as defined in the Declaration. The Association shall have two classes of voting membership as described in the Declaration.

1.3 Quorum. Members present in person, telephone conference or by proxy shall be counted toward a quorum. The percentage of membership necessary for a quorum is as provided in the Declaration.

1.4 Proxies. Proxies shall be in writing, shall be valid only for the particular meeting designated thereon and must be filed with the Secretary before the appointed time of the meeting.

ARTICLE II
MEETINGS OF MEMBERSHIP

2.1 Rules. The meetings of the membership shall be held in accordance with the provisions of the Declaration and, subject to the Declaration, in accordance with these By-Laws. Except where in conflict with the Declaration, Roberts Rules of Order (as amended) shall govern the conduct of all membership meetings.

2.2 Annual Meeting. The annual meeting of the Association membership shall be held at the offices of the Association or at such other place in the state of Florida as shall be designated by the Board or the President of the Association. The annual meeting shall be held in the second Tuesday in November of each year unless otherwise determined by the Board.

2.3 Special Meetings. Unless specifically provided otherwise herein or in the Declaration, meetings of the membership shall be held when directed by the President or the Board or when requested in writing by members holding a majority of the votes having the right to vote at such meeting. The call for the meeting shall be issued by the secretary.

2.4 Notice. Notice of all members' meetings, regular or special, shall be given by the President, Vice President or Secretary of the Association to each member unless waived in writing. Such notices shall be mailed or personally delivered to each member not less than ten (10) nor more than thirty (30) days prior to the meeting, except in an emergency, in which case the Board shall give such notice as is reasonable under the circumstances.

In addition, except in an emergency, when such notice requirement shall be waived, written notice shall be posted at a conspicuous place on the Property not less than forty-eight (48) hours prior to any special meeting and not less than fourteen (14) days prior to the annual meeting.

2.5 Waiver. Any Owner may waive notice of a meeting or consent to the holding of a meeting without notice or consent to action taken without a meeting, by execution of a waiver or consent in writing. Such waiver or consent may be executed prior to, at, or subsequent to the meeting or Association action to which the waiver or consent relates.

2.6 Action Without Meeting. Any action required to be taken by vote or assent of the Members may be taken in the absence of a meeting (or in the absence of a quorum at a meeting) in the manner described in the Declaration. Any action so approved shall have the same effect as though taken at a meeting of the Members, and such approval shall be duly filed in the minute book of the Association.

2.7 Telephone Conferences. Members present by telephone conference shall be considered as present at a meeting for the purposes of a quorum, and may vote in any matters presented for a vote of the membership.

ARTICLE III BOARD OF DIRECTORS

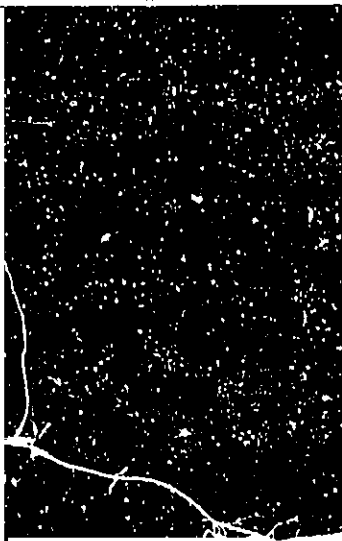
3.1 Election. The Board of Directors ("Board") of the Association shall consist of not less than three persons who shall be originally appointed as provided in the articles of incorporation ("Articles"). Thereafter directors shall be elected in accordance with the provisions of the Declaration.

3.2 Qualifications. After termination of the Class B Membership, each director shall be an Owner or the spouse of an Owner (or, if an Owner is a corporation, partnership or trust, a director may be an officer, partner or beneficiary of such Owner). If a director no longer meets such qualifications during his or her term, he or she shall cease to be a director and his or her place on the Board shall be deemed vacant.

3.3 Vacancy. Any vacancy occurring in the Board may be filled by a majority vote of the remaining members of the Board. However, a vacancy resulting from removal of a director by the members shall be filled by a vote of the membership.

3.4 Meetings. An annual meeting of the Board shall be held immediately following the annual meeting of the membership and at the same place. Special meetings of the Board shall be held upon call by the President or a majority of the Board on not less than forty-eight (48) hours notice in writing to each director, unless the Board determines an emergency to exist, in which event the Board shall give such notice as is reasonable under the circumstances. All meetings of the Board shall be open to all members and, except in an emergency as provided above, notices of all meetings shall be posted in a conspicuous place on the Property at least 48 hours prior to the meeting. However, members shall not be entitled to vote or participate in any other way at the meeting.

3.5 Waiver. Any director or Owner may waive notice of a meeting or consent to the holding of a meeting without notice or consent to any action of the Board without a meeting. Such waiver or consent may be executed prior to, at, or subsequent to the meeting or Board action to which the waiver or consent relates.



3.6 **Quorum.** A quorum for the transaction of business shall consist of at least half of the directors present in person, proxy or by telephone conference. However, less than a quorum may adjourn a meeting from time to time. A majority of directors who are present at any meeting where a quorum is present shall decide any question before the meeting.

3.7 **Removal.** Directors may be removed as provided in the Declaration.

3.8 **Compensation.** Directors shall receive no compensation for their services unless expressly provided for in resolutions duly adopted by the Owners. Directors may not receive any compensation while the developer is a Class B member; however, this shall not prevent the developer or an affiliate of developer from being compensated for management or other services.

3.9 **Powers and Duties.** The Board shall have the following powers and duties:

- (a) To elect the officers of the Association as hereinafter provided;
- (b) To administer the affairs of the Association and the Property and formulate policies for such purposes;
- (c) To adopt administrative rules and regulations governing the administration, management, operation and use of the Property and to amend such rules and regulations from time to time;
- (d) To provide for the maintenance, repair and replacement of those parts of the Property stated in the Declaration to be maintained by the Association;
- (e) To provide for the designation, hiring and removal of employees and other personnel or service companies, including a property manager, to engage or contract for the services of others, to make purchases for the maintenance, repair, replacement, administration, management and operation of the Property and to delegate any such powers to the employees or agents of the Association;
- (f) To estimate the amount of the annual budget, to provide the manner of assessing and collecting from the Owners their respective shares of such estimated expenses as hereinafter provided and to assess any supplemental assessment as the Board shall deem necessary;
- (g) Unless otherwise provided herein or in the Declaration, to comply with the instructions of a majority of the Owners as expressed in a resolution duly adopted at any annual or special meeting of the Owners; and
- (h) To exercise all other powers and duties of the Board provided for in the Declaration and the Articles.

ARTICLE IV OFFICERS

4.1 **Election.** Subject to the provisions of the Declaration and Articles, at each annual meeting of the Board, the Board shall elect from the membership of the Association the following officers of the Association:

- (a) A President, who shall be a director, shall preside over the meetings of the Board and of the Association and shall be the chief executive officer of the Association. In the recess of the Board, the President shall have general control and management of the business and affairs of the Association;

(b) One or more Vice Presidents, who shall in the absence or disability of the President, perform the duties and exercise the powers of the President;

(c) A Secretary, who shall keep the minutes of all meetings of the Board and of the membership and who shall perform all the duties generally incident to the office of Secretary;

(d) A Treasurer, who shall cause to be kept the financial records and books of account of the Association; and

(e) Such additional officers as the Board shall see fit to elect. An individual may hold more than one position.

4.2 Powers. The officers shall have the general powers usually vested in such officers of a not-for-profit corporation, provided that the Board may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the Board may deem necessary.

4.3 Term. Each officer shall hold office for the term of one year and until his or her successor shall have been elected and qualified.

4.4 Vacancy. Vacancies in any office shall be filled by the Board at special meetings thereof. Any officer may be removed at any time, with or without cause, by the affirmative vote of a majority of the whole Board.

4.5 Compensation. Officers shall receive no compensation for their services, unless expressly provided for in a resolution duly adopted by the Owners.

ARTICLE V RECORDS

5.1 Accounting. The Board shall maintain accounting records according to generally accepted accounting principles, which records shall be open to inspection by Owners at reasonable times and upon reasonable notice. These accounting records shall include a record of receipts and expenditures and a separate account for each Owner showing the assessments charged to and paid by such Owner. Within ninety (90) days after the end of each year covered by an annual budget, the Board shall cause to be furnished to each Owner a statement for such year showing the receipts and expenditures and such other information as the Board may deem desirable. Upon reasonable notice to the Board, any owner shall be furnished a statement of his or her account setting forth the amount of any unpaid assessments or other charges due and owing from him.

5.2 Meetings. The Board shall keep a record of all meetings, both of the Board and of the Association. For each action taken, the record shall state the vote and a description of the action approved, and, where applicable, the reasons why the action was considered necessary and a summary of the information on which the decision was based. The record shall be available for inspection by any Member.

ARTICLE VI AMENDMENT

These By-Laws may be amended, altered or rescinded upon a majority vote of the membership at a regular or special meeting of the Association, notice of which shall state that such proposed amendment is to be voted on at the meeting. All amendments of these By-Laws shall be duly recorded as an Exhibit to the Declaration in the public records of Collier County, Florida.

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**ARTICLE VII
SUPREMACY**

In the event of a conflict among the Bylaws, Articles or Declaration, the Declaration shall control, followed by the Articles and then Bylaws.

MILL RUN

Architectural Guide

INTRODUCTION

The following information has been assembled to state the requirements of the Architectural Review Panel of the community association for Mill Run.

As the developer, we believe that the typical purchaser of a lot in Mill Run is highly interested in the overall effect that each house lends to the finished subdivision. It is not the intention of the Architectural Review Panel to limit an individual's ability to express what he thinks is aesthetically pleasing, but to assure that the individual homes, when viewed in a larger sense, create a feeling of harmony throughout the subdivision. To that end, the following design guidelines have been established.

It is hoped that these guidelines will assist homebuyers, builders and architects in the proper designing and building of homes. We highly recommend the use of an architect or professional home designer in planning your home.

I. BUILDING SETBACKS

Following are minimum setbacks for the principle structure:

Front Yard:	30 feet from right of way
Side Yard:	10 feet
Rear Yard:	Interior Lots, 25 feet
	Perimeter Lots, 30 feet
	Lakefront/Conservation Lots, 15 feet

Minimum setbacks for accessory structures are the same, except that the rear setback is 10 feet.

In addition to the above setback requirements, the Architectural Review Panel reserves the right to control and decide the precise location of any dwelling unit or other improvement upon all lots for aesthetic, ecological, topographical and energy considerations, as part of the building approval process.

II. BUILDING SQUARE FOOTAGE AND HEIGHT

All dwelling units must contain not less than 1,800 square feet of livable enclosed floor area (exclusive of garages, carports, open or screened porches, terraces or patios). No dwelling unit or other structure shall exceed 30 feet in height.

III. ROOFING; ELEVATIONS

Roof lines shall be no less than a 5 to 12 slope unless the roof is a critical element to the proposed architecture. These exceptions will be considered on their individual merit.

Dimensional shingles, such as Prestique II or Timber Line, or other approved materials such as split shake or tile roofing, will be required. In no case will three-tab shingles be allowed.

Similar elevations shall not be constructed within 500 feet of each other.

Cement block, where used, must be stuccoed or veneered with wood, brick or stone. No asbestos shingles, asbestos siding or any type of asphaltic covering shall be used on exterior walls. The use of natural materials rather than synthetic materials is encouraged. No aluminum facia and no vinyl siding will be permitted.

Eaves on dwellings may overhang in accordance with building codes adopted by Collier County.

IV. EXTERIOR LIGHTING

Lighting of your home and grounds should add to the overall desirable appearance of your house. Dramatic results can be accomplished with little effort and expense.

All light sources should be concealed. No spillover of light to neighboring properties will be allowed. Lights should be shielded as to reduce glare to casual observers.

Eave-mounted wall washes, wall or ground lights and concealed tree uplights are all recommended. Garden lights or walkway bollards should direct the light downward with a concealed spotlight. Any pole lights must be of the type approved by the Architectural Review Panel.

V. DRIVEWAYS

All dwelling units shall have a paved driveway of stable and permanent construction at least 12 feet in width. All driveways shall be constructed of concrete unless otherwise specifically approved by the Architectural Review Panel.

VI. GARAGES

Each dwelling unit shall have an enclosed garage for not less than two and not more than three automobiles. Garage doors must be equipped with automatic closures and must be kept closed except when actively being used by occupant of the dwelling. Garages for the Parade of Homes must include a side entry door.

VII. LANDSCAPE DESIGN

The general landscape design theme for Mill Run in The Crossings should incorporate indigenous as well as other plant materials which will thrive within the environment in which this community is located. Plant material should be used in such a way as to promote and enhance the quality of the development. Trees or shrubs clipped in unnatural shapes and any artificial or contrived planting plans will not be accepted by the Architectural Review Panel.

VIII. DRAINAGE AND GRADING

The builder shall grade in accordance with the overall drainage plans and other required criteria. Specific approval by the developer of finish grading, prior to Certificate of Occupancy, is required.

IX. TREE REMOVAL

In reviewing the building plans, the Architectural Review Panel shall take into account and encourage the builder to retain natural vegetation. However, some undesirable vegetation, such as Melaleuca and Brazilian Pepper Tree, shall be required to be removed.

X. PLANTING AND IRRIGATION PLANS

A planting plan, plant list with sizes of all plant materials and cost breakdown by unit for each lot shall be submitted for approval by the Architectural Review Panel. Minimum retail landscape budgets for trees, shrubs and ground covers shall be \$3,000. Sodding, irrigation, pavers, stepping stones, railroad ties, mulch, fertilizer and other non-living landscape materials shall not be considered as part of the minimum retail landscape budget.

A minimum of four canopy trees shall be required on each lot. The trees shall have an initial installation height of not less than 12 feet and a mature spread of at least 25 feet.

All lots must be sodded and have an automatic irrigation system installed. The entire lot, including all landscape areas which abut and/or lie within the rights of way and areas adjacent to lakes or natural areas which border the individual's lots, shall be sodded and irrigated. Sod shall be Floratam. Lakes are for beautification and water retention purposes only; pumping or removing water from lakes is prohibited.

Air conditioners and pumps, etc., should be buffered from view using a decorative wall or vegetation. Front and side elevations must be landscaped.

The following is a list of suggested plants:

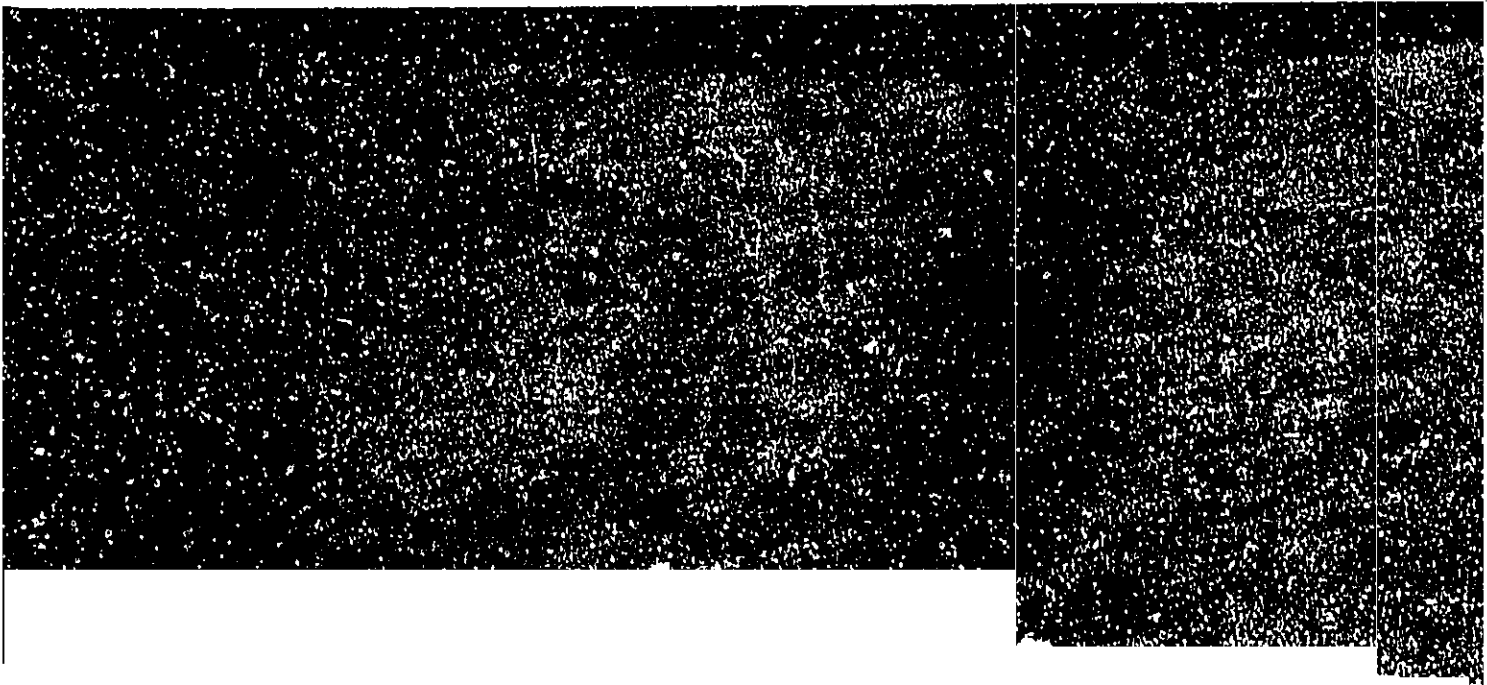
SUGGESTED INDIGENOUS PLANTS

GROUND COVERS:

- String Lily..... Crinum Americanum
- Golden Creeper Emodia Littoralis
- Beach Sunflower..... Helianthus Debilis
- * Spider Lily..... Hymenocallis Latifolia
- * Lantana..... Lantana Depressa
- Sword Fern Nephrolepis Biserrata
- * Boston Fern..... Nephrolepis Exaltata
- * Adams Needle..... Yucca Smalliana
- * Coontie..... Zamia Integrifolia
- Tuber Sword Fern..... Nephrolepis Cordifolia

SHRUBS:

- Marlberry..... Ardisia Escallonioides
- Beautyberry..... Callicarpa Americana
- Jamaica Caper..... Capparis Cynophallophora
- Seven Year Apple..... Casasia Clusifolia
- * Coco Plum..... Chrysobalanus Icaco (and Var. Pellocarpus)
- * Buttonwood..... Conocarpus Erecta
- Varnish Leaf..... Dodonaea Viscosa
- Firebush..... Hamelia Patens
- Gallberry..... Ilex Glabra



Large Gallberry.....	Ilex Coriacea
White Stopper.....	Eugenia Axillaris
Gopher Apple	Licania Michauxii Prance
* Wax Myrtle.....	Myrica Cerifera
Rapanea.....	Myrsine Gulanensis
Wild Coffee.....	Psychotria Undata
White Indigo Perry.....	Randia Aculeata
Inkberry.....	Scaevola Plumieri
Necklace Pod.....	Sphora Tomentoso
* Spanish Bayonet.....	Yucca Aloifolia

PALM:

* Paurotis Palm.....	Acoelorrhaphe Wrightii
Needle Palm.....	Rhaphidophyuum Hystrix
* Royal Palm.....	Roystonea Regia
Scrub Palmetto.....	Sabal Etonia
* Cabbage Palm.....	Sabal Palmetto
San Palmetto.....	Serenoa Repens

SMALL TREES:

* Pitch Apple.....	Clusia Rosea
Geiger Tree.....	Cordia Sebestena
* Dahoon Holly	Ilex Cassine
Southern Willow.....	Salix Caroliana
Paradise Tree.....	Simarouba Glouca

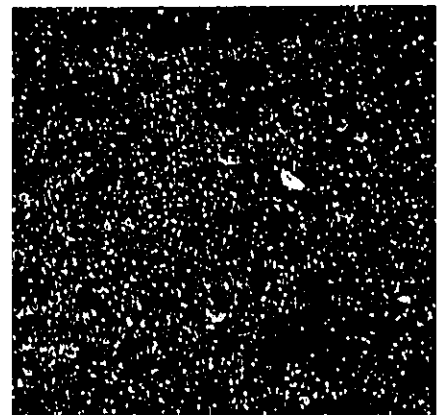
SHADE TREES:

* Red Maple.....	Acer Rubium
* Black Olive.....	Bucida Bucera
* Laurel Oak.....	Quercus Layrifolia
* Water Oak.....	Quercus Nigra
* Live Oak.....	Quercus Virginiana
Mahogany.....	Swietenia Mahogani

SPECIAL OR ACCENT TREES:

* Gumbo Limbo.....	Bursera Simaruba
Satinleaf.....	Chrysophyllum Oliviforme
Pigeon Plum.....	Coccoloba Diversifolia
* Sea Grape.....	Coccoloba Uvifera
* Sweet Bay.....	Magnolia Virginiana
Mastic Tree.....	Mastichondendron Foetidissimum
Red Bay.....	Persea Borbonia
Sand Pine.....	Pinus Clausa
* Slash Pine.....	Pinus Elliottii
Jamaica Dogwood.....	Piscidia Piscipula
Turkey Oak.....	Quercus Laevis
Bald Cypress.....	Taxopium Spp.

(*Readily available through local nurseries)



XI. MAINTENANCE

The owner and tenant or agent, if any, shall be separately and jointly responsible for the maintenance of all landscape planting areas. Landscape planting areas shall be so maintained as to present a healthy, neat and orderly appearance at all times. If trees, shrubs and other landscape materials die, such materials must be replaced within a reasonable period of time in accordance with the original landscape plan or Architectural Review Panel approved revisions.

XII. SWIMMING POOLS

Swimming pools and screen enclosures may be constructed on any lot contiguous to a dwelling, but only in compliance with Collier County building codes and the setback requirements herein. No above-ground or non-permanent type pools are permitted. Screen enclosures shall not break the side plane of the residence.

XIII. WALLS, HEDGES AND FENCES

When surrounding the immediate perimeter of a terrace or patio area and when attached to or adjoining the dwelling, a wall, hedge, fence or other enclosure, not to exceed six feet in height, may be constructed, grown or maintained, which is located within the front, side and rear building setback lines of such lot. This restriction does not apply to completely enclosed screened areas attached to the dwelling.

No wall, hedge or fence on lots fronting on lakes shall be erected along the rear of such lot; any wall or hedge along the side of such lots may not extend beyond the rear setback line.

No wall, hedge, fence or other structure of any kind shall be constructed, grown or maintained which is over a height of four feet where such wall, hedge, fence or other enclosure is located along the side lot line between the front setback line and back lot line of such lot.

All walls, hedges and fences must be approved by the Architectural Review Panel.

XIV. SIDEWALKS

Owners of lots 1-6, 69, 79-86, 100-115, 129-144 and 156-178 are responsible for construction of the sidewalk adjacent to their lots. Sidewalks shall be constructed of concrete as shown on the attached sidewalk exhibit and must be completed prior to certificate of occupancy of the home or January 1, 1992.

XV. MAILBOXES

All mailboxes and posts shall be of the color, design, location and size shown on the attached mailbox exhibit.

MILL RUN

Architectural Review Panel

Lot Number: _____ Date Submitted: _____

Owner: _____

Lot Address: _____

I. SUBMISSION CHECKLIST:

- _____ Preliminary Building Plans (three sets)
- _____ Landscaping Plan with Plant List and Cost Breakdown
- _____ Proposed Elevation Building/Site Section
- _____ Contractor's Agreement

II. SQUARE FOOTAGE:

- _____ Living Area
- _____ Garage Area
- _____ Screen Porch
- _____ Decks
- _____ Other
- _____ Total Area

III. MATERIALS AND COLORS:

- Walls (supply sample chips) _____
- Trim (supply sample chips) _____
- Foundation _____
- Roofing (specify type and color) _____
- Paving _____
- Garage Doors _____
- Exterior Lighting Type _____

MILL RUN

Architectural Review Panel

REVIEW INFORMATION SHEET

Lot Number: _____ Date Submitted: _____

Lot Address: _____

I. OWNER

Name: _____

Address: _____

City/State/Zip: _____

Telephone (home): _____ (office): _____

II. CONTRACTOR

Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____

III. ARCHITECT/DESIGNER

Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____

IV. SURVEYOR

Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____

MILL RUN

Architectural Review Panel

CONSTRUCTION APPLICATION/CONTRACTOR'S AGREEMENT

Lot Number: _____ Date Submitted: _____
Owner: _____
Lot Address: _____

GENERAL INFORMATION:

Contractor: _____
License No. _____
Address _____
City/State/Zip _____
Telephone _____

AGREEMENT:

I, _____, as contractor for the above described construction project, acknowledge and agree that the improvements will be constructed in accordance with plans and specifications which have been approved by the Mill Run Architectural Review Panel.

I further acknowledge and agree that:

1. I have read and understand the covenants and restrictions applicable to the property and the Architectural Guide and will follow and obey the covenants and restrictions and Architectural Guide.
2. I will maintain a clean construction site at all times and only install a job sign that conforms with the guidelines.
3. I am responsible for completing the project as described by the approved drawings and specifications and any proposed changes will be submitted for approval prior to implementation.
4. I am responsible for the conduct of all workers performing services on this project at all times while they are in Mill Run.

The Application and Agreement made this _____ day of _____, 19_____.

WITNESSES:

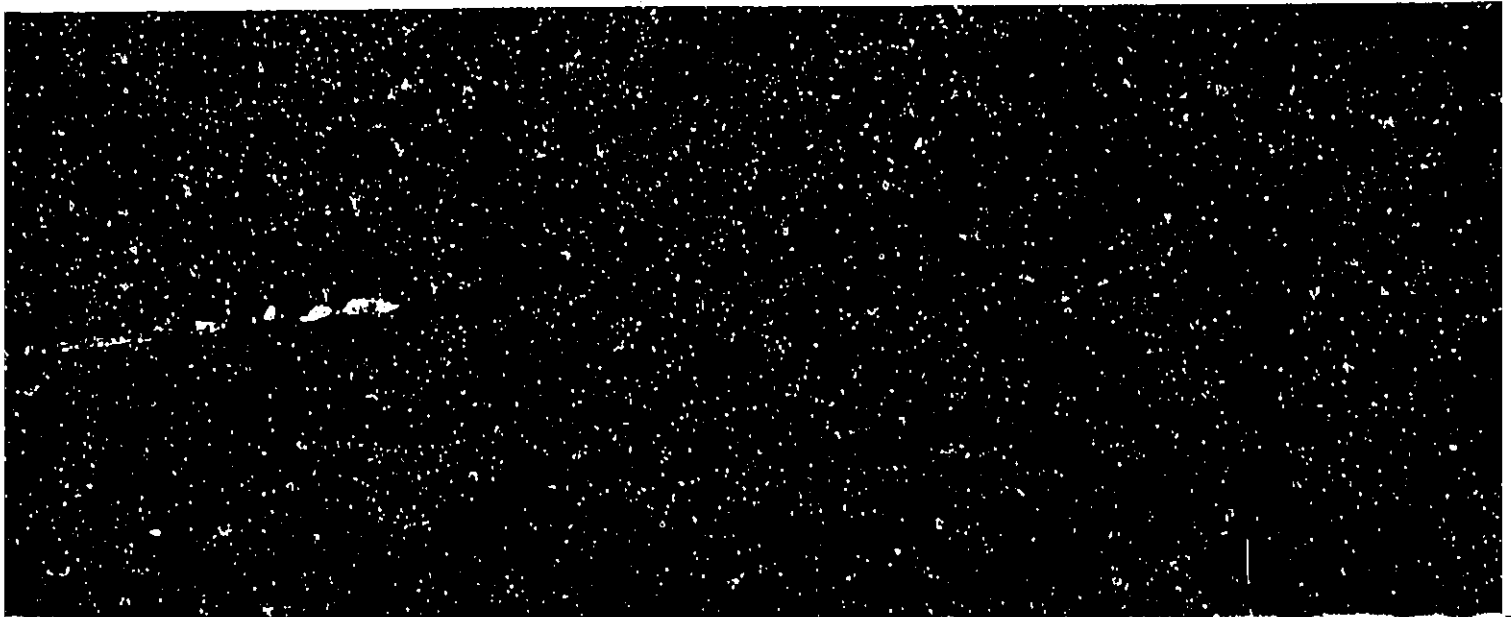
(Contractor's Signature)

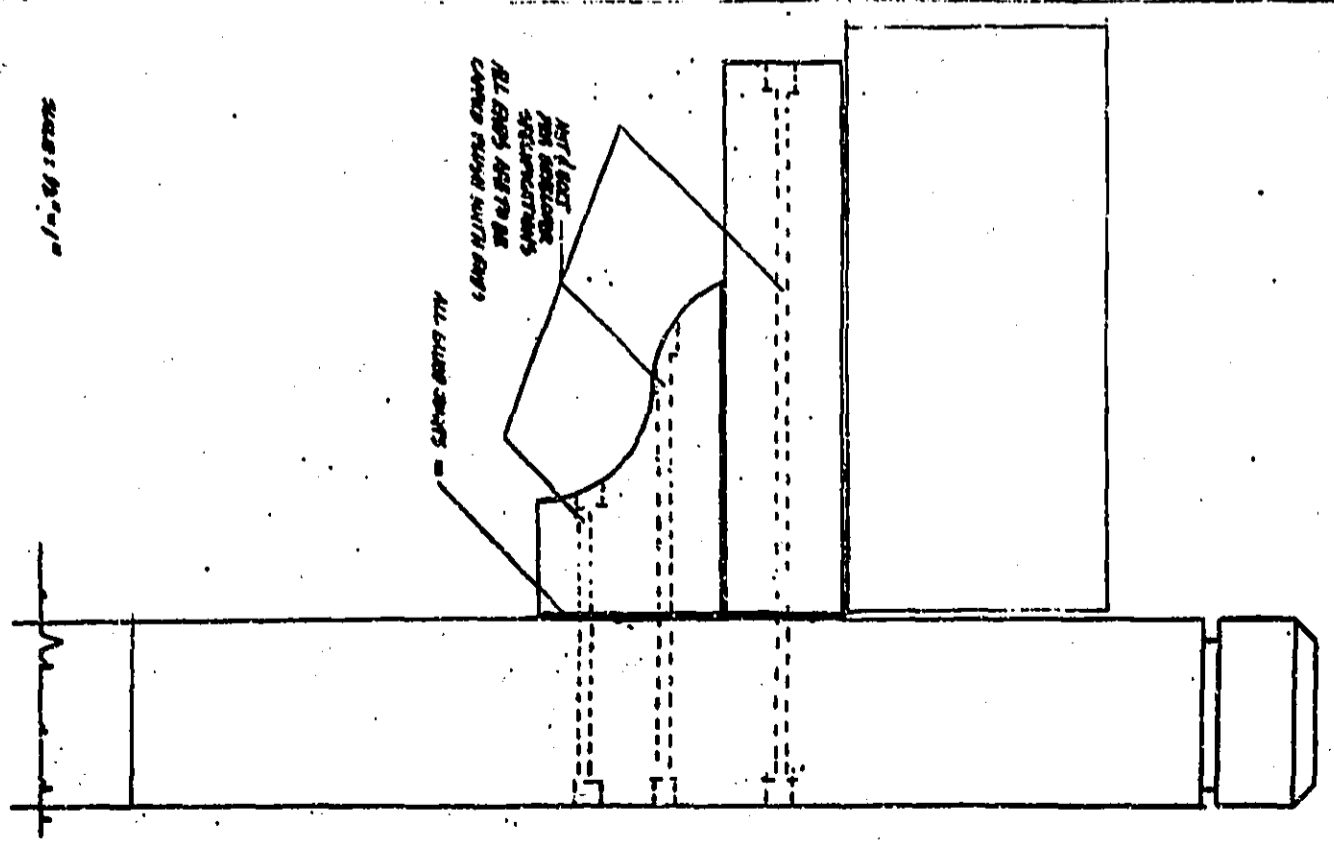
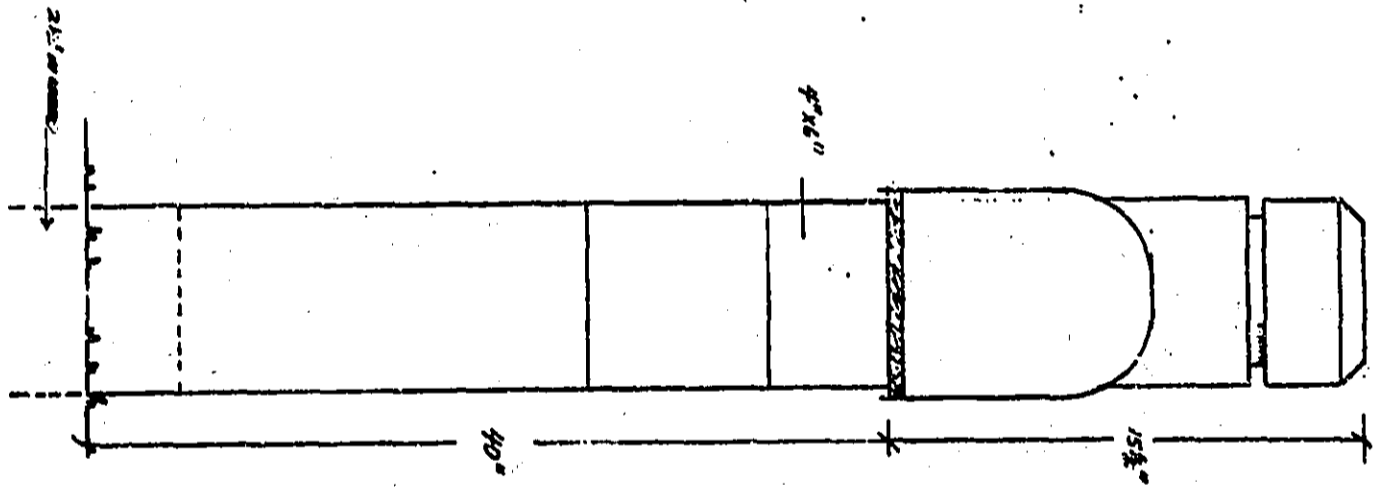
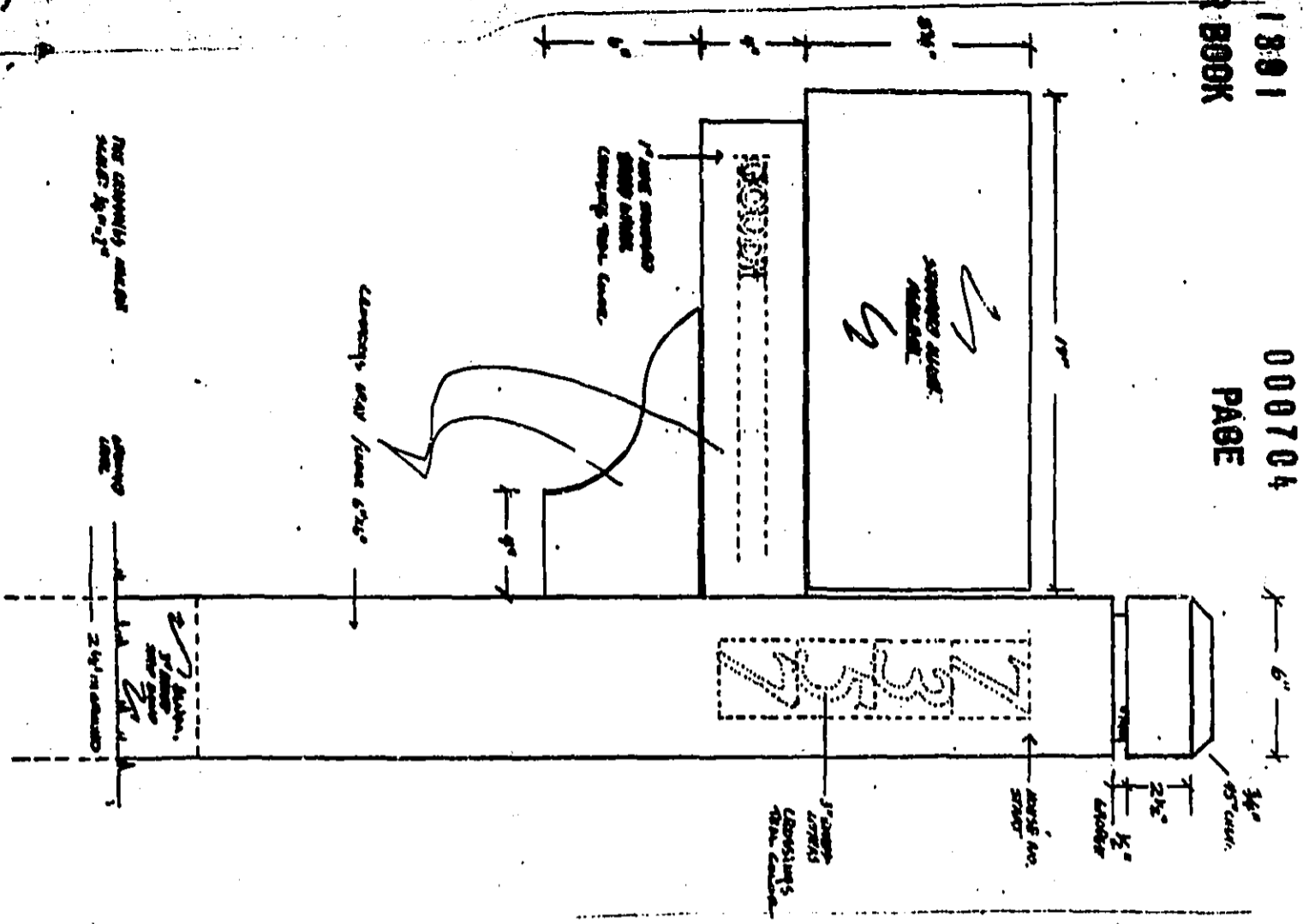
Application and Agreement approved this _____ day of _____, 19_____ by _____ on behalf of the Mill Run Architectural Review Panel.

WITNESSES:


ARCHITECTURAL REVIEW PANEL

By: _____





State of Florida



Department of State

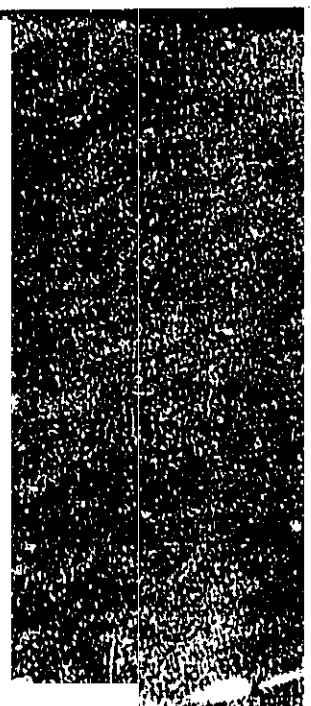
I certify that the attached is a true and correct copy of the Articles of Incorporation of THE COMMUNITY ASSOCIATION FOR MILL RUN, COLLIER COUNTY, INC., a corporation organized under the Laws of the State of Florida, filed on September 22, 1988, as shown by the records of this office.

The document number of this corporation is N28473.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
22nd day of September, 1988.



Jim Smith
Secretary of State



ARTICLES OF INCORPORATION
FOR
THE COMMUNITY ASSOCIATION FOR MILL RUN,
COLLIER COUNTY, INC.

The undersigned subscriber to these Articles of Incorporation, a natural person competent to contract, hereby forms a corporation under the laws of the State of Florida.

ARTICLE I
NAME

The name of the corporation is the THE COMMUNITY ASSOCIATION FOR MILL RUN, COLLIER COUNTY, INC., hereinafter referred to as the "Association." The address of the Association is National Development Properties of Florida, Inc., 7920-308 College Parkway, Ft. Myers, Florida 33907.

ARTICLE II
REGISTERED AGENT

The initial Registered Agent of the Association is Patrick Bryan Reinert. The address of the Registered Agent is National Development Properties of Florida, Inc., 7920-308 College Parkway, Ft. Myers, Florida 33907.

ARTICLE III
PURPOSES

The Association does not contemplate pecuniary gain or profit to its members. The Association's specific purposes are to provide for the maintenance and preservation of the property ("Property") described in the Mill Run Declaration of Charter, Easements, Covenants and Restrictions, recorded or to be recorded in the public records of Collier County, Florida (the "Declaration") for the mutual advantage and benefit of the members of this Association, who shall be owners of lots within the Property. To promote the health, safety and welfare of the owners of lots in the Property, the Association shall have and exercise the following authority and powers:

- (a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration, which is hereby incorporated by reference.
- (b) To acquire, by gift, purchase or otherwise, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.
- (c) To borrow money and to mortgage, pledge or hypothecate any and all of its real or personal property as security for money borrowed or debts incurred.
- (d) To participate in mergers and consolidations with other nonprofit corporations organized for similar purposes or annex additional residential property and Commons.
- (e) To have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida may now or hereafter have or exercise.

ARTICLE IV
MEMBERSHIP

Every person or entity who is a record owner of a lot within the Property shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot.

ARTICLE V
VOTING RIGHTS

The Association shall have two classes of voting membership, as described in the Declaration.

ARTICLE VI
BOARD OF DIRECTORS

The Board of Directors shall initially consist of three members, whose names and addresses are as follows:

<u>Name:</u>	<u>Address</u>
Patrick Bryan Reinert	National Development Properties of Florida, Inc. 7920-308 College Parkway Ft. Myers, Florida 33907
Eric C. Miller	National Development Properties of Florida, Inc. 7920-308 College Parkway Ft. Myers, Florida 33907
Jo Ann Southern	National Development Properties of Florida, Inc. 7920-308 College Parkway Ft. Myers, Florida 33907

ARTICLE VII
TERM OF EXISTENCE

This corporation shall have perpetual existence unless sooner dissolved in accordance with the provisions herein contained or in accordance with the laws of the State of Florida. The date on which corporate existence shall begin is the date on which these Articles of Incorporation are filed with the Secretary of State of the State of Florida.

ARTICLE VIII
DISSOLUTION

The Association may be dissolved with the assent in writing of not less than seventy five percent (75%) of each class of member. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of this Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created or for the general welfare of the residents of the county in which the Property is located. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to similar purposes.

ARTICLE IX OFFICERS

Subject to the direction of the Board, the affairs of this Association shall be administered by its officers, as designated in the Bylaws of this Association. Said officers shall be elected annually by the Board. The names and addresses of the officers who shall serve until the first annual meeting of the Board are as follows:

<u>Office</u>	<u>Name and Address</u>
President	Patrick Bryan Reinert National Development Properties of Florida, Inc. 7920-308 College Parkway Ft. Myers, Florida 33907
Vice President	Eric C. Miller National Development Properties of Florida, Inc. 7920-308 College Parkway Ft. Myers, Florida 33907
Secretary/Treasurer	Jo Ann Southern National Development Properties of Florida, Inc. 7920-308 College Parkway Ft. Myers, Florida 33907

ARTICLE X BYLAWS

The Bylaws of this Association shall be adopted by the first Board and recorded among the public records of Collier County, Florida. The Bylaws may be altered, amended, modified or repealed by a majority of the Directors or at any duly called meeting of the members of this Association.

ARTICLE XI AMENDMENTS

This Association reserves the right to amend or repeal any of the provisions contained in these Articles by a seventy-five percent (75%) vote of the membership.

ARTICLE XII SUPREMACY

These Articles and the Bylaws are subject to the Declaration and in the event of a conflict, the Declaration shall govern. In the event of a conflict between the Articles and Bylaws, the Articles shall govern.

ARTICLE XIII INDEMNIFICATION

This Association shall indemnify and hold harmless any and all of its present or former directors, officers, employees or agents, to the full extent permitted by law. Said indemnification shall include but not be limited to the expenses, including the cost of any judgments, fines, settlements and counsel's fees actually and necessarily paid or incurred in connection with any action, suit or proceeding, whether civil, criminal, administrative or investigative, and any appeal thereof, to which any such persons or his legal representative may be made a party or may be threatened to be made a party by reason of his being or having been a director, officer, employee or agent as herein

provided. The foregoing right of indemnification shall not affect any other rights to which any director, officer, employee or agent may be entitled as a matter of law or which he may be lawfully granted.

ARTICLE XIV
INCORPORATOR

The name and address of the incorporator of the corporation is:

Patrick Bryan Reinert
National Development Properties of Florida, Inc.
7920-308 College Parkway
Ft. Myers, Florida 33907

IN WITNESS WHEREOF, for the purpose of forming this Association under the laws of the State of Florida, the undersigned, being the incorporator of this Association, has executed these Articles of Incorporation this ___ day of _____, 19__.

WITNESSES:

Debra F. Cook

Swann J. D. Hines

INCORPORATOR:

Patrick Bryan Reinert
Patrick Bryan Reinert

STATE OF FLORIDA
COUNTY OF *Lee*

The foregoing instrument was acknowledged before me this *21st* day of *September*, 19*88*, by Patrick Bryan Reinert as incorporator.

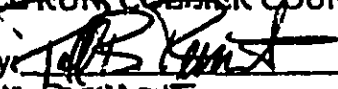
Raymond J. [Signature]
Notary Public, State of Florida at Large
My commission expires:
Feb. 27, 1990
My Commission Expires Feb. 27, 1990
Bonded thru Troy Felt - Insurance Inc.

REGISTERED AGENT CERTIFICATE

THE COMMUNITY ASSOCIATION FOR MILL RUN, COLLIER COUNTY, INC., a corporation duly organized under the laws of the State of Florida with its principal office, as indicated in the Articles of Incorporation at Ft. Myers, Collier County, Florida, has named Patrick Bryan Reinert, whose address is National Development Properties of Florida, Inc., 7920-308 College Parkway, Ft. Myers, Florida 33907, as its agent to accept service of process within this state.

THE COMMUNITY ASSOCIATION FOR
MILL RUN, COLLIER COUNTY, INC.

Date: 9/21/00

By: 
Its RESIDENT

I having been named to accept service of process for the above stated corporation, at the place designated in this certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.


Patrick Bryan Reinert

Date: 9/21/00

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MILL RUN

DECLARATION

•Charter, Easements, Covenants and Restrictions•

Prepared by: Lewis Ansbacher
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THOMAS B. ROBERT
7790-308 COLLEGE PKWY
FT. MYERS, FL 33907

*Pickup
1-275-8029*

RT

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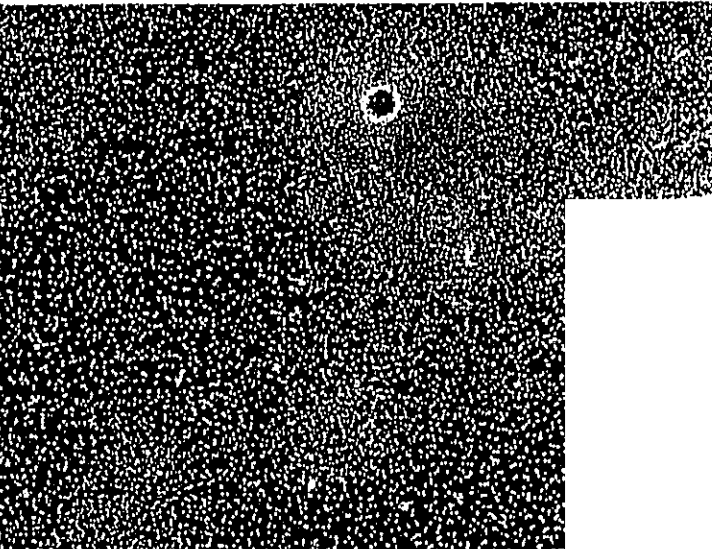
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Schedule of Exhibits

- Exhibit A: Articles of Incorporation of The Community Association for Mill Run, Collier County, Inc.
- Exhibit B: Bylaws of The Community Association for Mill Run, Collier County, Inc.
- Exhibit C: The Mill Run Architectural Guide

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MILL RUN

DECLARATION

•Charter, Easements, Covenants and Restrictions•

NATIONAL DEVELOPMENT PROPERTIES OF FLORIDA, INC., herein, the "Declarant," makes this Declaration on the 1 day of November, 1988.

STATEMENT OF PURPOSE

A. Declarant is the owner of all the property shown on the subdivision plat for The Crossings, Mill Run (the "Plat") recorded at Plat Book 15, Page 34-41 of the public records of Collier County, Florida.

B. Mill Run is intended to be a controlled access community of 178 homesites with private roads and landscaped areas.

C. Mill Run will share certain recreational facilities with the neighboring community of Stonegate under the terms of a separate declaration ("Recreation Declaration").

D. Declarant states the following goals:

- To preserve and protect Mill Run and provide for its maintenance;
- To establish certain covenants and restrictions for harmonious development; and
- To allow for self governing of Mill Run by its owners.

E. To accomplish these goals, Declarant has created this Declaration.

DECLARATION

Declarant hereby submits Mill Run, as further defined herein, to this Declaration of Charter, Easements, Covenants and Restrictions, which will run with the land and be binding upon, and inure to the benefit of, every owner of Mill Run or any portion of it.

ARTICLE I DEFINITIONS

The following definitions apply wherever the capitalized terms appear in this Declaration. Additional terms which apply only to one article are defined the first time they appear.

1.1 Architectural Review Panel. The "Architectural Review Panel" is the panel established by Article VI to administer the Mill Run Architectural Guide.

1.2 Articles. "Articles" are the Articles of Incorporation of the Association, which are attached as Exhibit A to this Declaration.

1.3 Assessments. "Assessments" is the collective term for the following charges:

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(a) General Assessment. The "General Assessment" is the amount charged to each Member to meet the Association's annual budgeted expenses, as described in Section 10.4.

(b) Individual Lot Assessment. An "Individual Lot Assessment" is a charge made to a particular Lot Owner for charges relating only to that Lot, as provided in Section 10.6.

(c) Special Assessment. A "Special Assessment" may be charged to each Member for capital improvements or emergency expenses, in accordance with the provisions of Section 10.5.

1.4 Association. "Association" is The Community Association for Mill Run, Collier County, Inc., a Florida nonprofit corporation, its successors and assigns. The Association, whose members are the Owners, is responsible for maintaining Mill Run and enforcing the Declaration.

1.5 Board. "Board" is the Board of Directors of the Association.

1.6 Building. "Building" is any house or commons building constructed within Mill Run.

1.7 Bylaws. "Bylaws" are the Bylaws of the Association. The form of the initial Bylaws, as proposed, is attached as Exhibit B to this Declaration.

1.8 Commons. "Commons" include all real property included within Mill Run except the Lots. "Commons" also include any improvements on that real property and all personal property for the common use and enjoyment of all Owners. The Commons specifically include the roads within Mill Run, the security system (including any guardhouse), landscaping, lighting and signage. The Commons are not dedicated for use by the general public.

1.9 Common Roads. "Common Roads" are the roads located within Mill Run which are intended for automobile traffic. The Common Roads are part of the Commons and are not intended to be dedicated to the public.

1.10 Community Meeting. The "Community Meeting" is the public meeting of Members for discussion and voting, as described in Article VIII.

1.11 Declaration. "Declaration" is this Declaration of Charter, Conditions, Easements and Restrictions for Mill Run.

1.12 Declarant. The "Declarant" is National Development Properties of Florida, Inc., a Florida corporation, its successors and assigns, or any successor or assign of all or substantially all of its interests in the development of Mill Run if so designated by Declarant. Declarant may also be an Owner for so long as Declarant is record owner of any Lot.

1.13 Drainage System. The "Drainage System" consists of all lakes, water management tracts, any drainage facilities initially established or as may be required by applicable governmental regulations, and the conservation areas and buffer zones, all as shown on the plat or described in the Recreation Declaration.

1.14 Lot. "Lot" is any plot of land shown on the Plat which is intended as a site for a house, along with any improvements which have been constructed on the Lot.

1.15 Member. Each Owner is a "Member" of the Association, as provided in Article VII of this Declaration. While the Declarant owns more than one-fifth of the Lots, there may be two classes of membership, as described in Section 7.2 ("Voting Rights"); Class A Members are all Owners other than Declarant, and the Class B Member is the Declarant.

1.16 Mill Run. "Mill Run" is the real property shown on the Plat (but not including the Drainage System or Recreation Facilities), plus any additional property added by Supplemental Declaration.

1.17 Mill Run Architectural Guide. The "Mill Run Architectural Guide" is the compilation of architectural standards for Mill Run, as amended from time to time. The Mill Run Architectural Guide is attached as Exhibit C to this Declaration for information purposes. However, amendments to the Mill Run Architectural Guide do not need to be recorded to be effective.

1.18 Mortgagee. A "Mortgagee" is any institutional lender which holds a bona fide first mortgage encumbering a Lot as security for the performance of an obligation. The term "institutional lender" specifically includes a bank, savings and loan association, a mortgage lending company, an insurance company, and the Federal National Mortgage Association or similar agency.

1.19 Owner. "Owner" is the record owner, whether one or more persons or entities, of the fee simple title to any Lot or life estate. Owners shall not include those having such interest merely as security for the performance of an obligation.

1.20 Orange Blossom Boulevard Maintenance Agreement. The "Orange Blossom Boulevard Maintenance Agreement," dated June 10, 1988 and recorded at Official Records Volume 1392, Page 1057 of the public records of Collier County, Florida provides, among other things, additional landscaping, signage and lighting for the right-of-way leading to Mill Run, which is dedicated or intended to be dedicated to the public. Declarant and other adjoining property owners are parties to the Orange Blossom Maintenance Agreement.

1.21 Recreation Association. The "Recreation Association" is the Stonegate/Mill Run Recreation Association, Inc., which is the nonprofit corporation established by the Recreation Declaration for the ownership and maintenance of the Recreation Facilities and Drainage System.

1.22 Recreation Facilities. The "Recreation Facilities" consist of that real property shown on the plat as "Tract B Recreation Area," with pool, heated whirlpool, tennis courts, bathhouses and other amenities, all as described in the Recreation Declaration. The Recreation Facilities are shared with the neighboring community of Stonegate under the terms of the Recreation Declaration.

1.23 Recreation Declaration. The "Recreation Declaration" is the Declaration of Charter, Easements, Covenants and Restrictions for the Stonegate/Mill Run Recreation Facility, dated _____, 198____ and recorded at Official Records Volume 1391, page 619 of the public records of Collier County, Florida. RERECORDED OR 1396 Pg. 1592

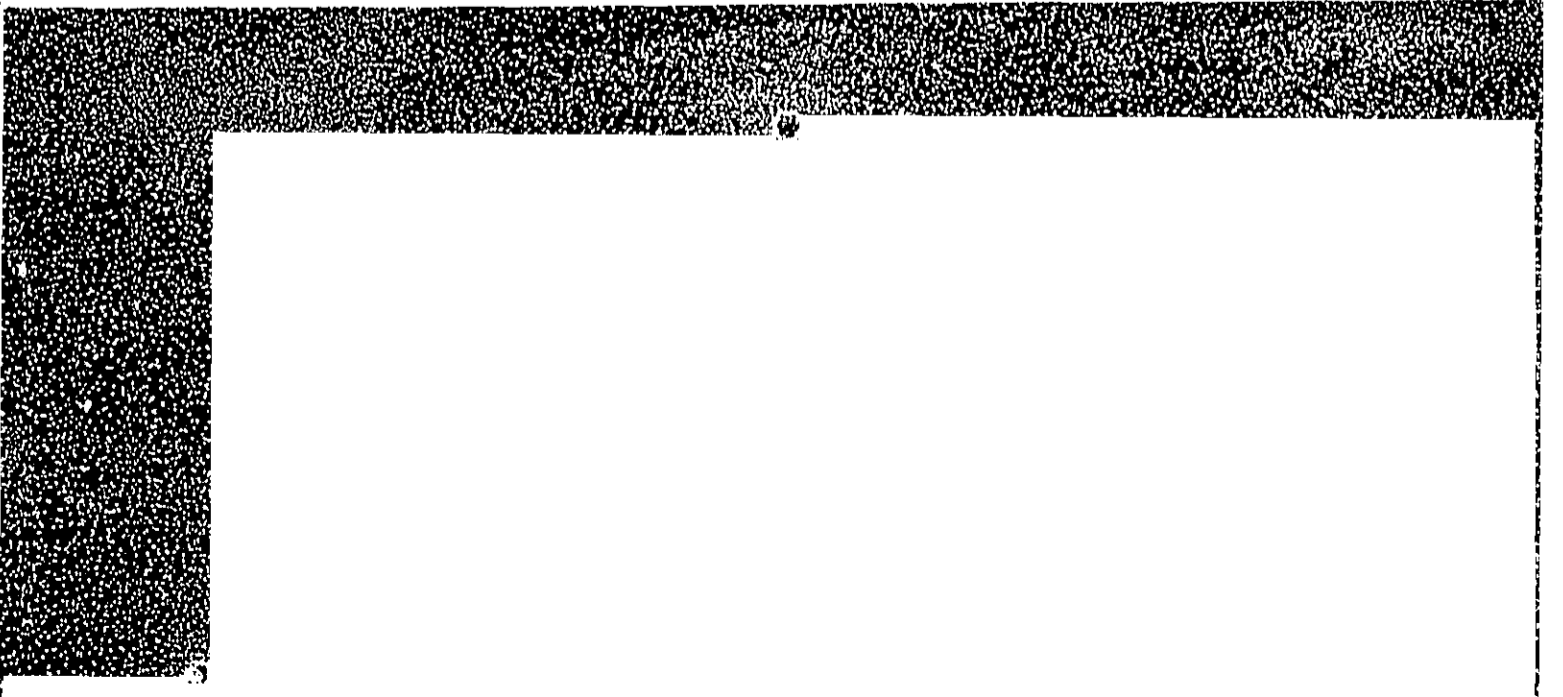
ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION

This article describes the real property of which Mill Run will initially be comprised, and provides the method by which additional property may be added.

2.1 Initial Property. The real property which shall be held, transferred, conveyed and occupied subject to this Declaration consists initially of that real property shown on the Plat, except the Recreation Facilities or Drainage System.

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2.2 Annexation of Additional Property.

(a) Method. Additional property may be annexed in either of the following ways:

(i) By Declarant. Unless waived by recorded instrument, Declarant shall have the right, but not the obligation, for a period of ten (10) years from this date, from time to time in its sole discretion, to annex any property with a reasonable relationship to Mill Run.

(ii) By Members. After termination of the Class B membership, additional property may also be annexed to Mill Run by a majority of the Members.

(b) Supplemental Declaration. The additional property shall be added by a supplemental declaration, which shall become effective upon recording in Collier County's public records. The supplemental declaration may modify or add to the provisions of this Declaration (including the Mill Run Architectural Guide) if needed to reflect the different character of the additional property or to integrate the additional property with the existing property. Upon recording, the additional property shall be a part of Mill Run for all purposes of this Declaration.

(c) Access to Additional Property. To provide access between the initial property and any additional property, Declarant may incorporate into the Common Roads any Lot it owns and any part of the Commons.

2.3 Platted Lots. Owners (other than Declarant) may not subdivide or separate any Lot into smaller lots. However, this shall not prohibit corrective deeds or similar corrective instruments. An Owner may combine two or more Lots for a single homesite. Declarant shall have the right to modify subdivision plats of Mill Run to make adjustments to Lot boundary lines so long as the Owners of the affected Lots consent. Declarant may make other adjustments to any plat so long as Owners are not materially affected or all Owners to whom Lots on such plat have been conveyed consent to such modification, which consent shall not be unreasonably withheld.

ARTICLE III
COMMONS

Certain property within Mill Run, called the "Commons," is to be owned and maintained by the Association for the benefit of all Owners. The Commons include the roads within Mill Run, the security system (including any guardhouse), landscaping, lighting and signage.

3.1 Title.

(a) Association Ownership. The Commons shall be owned by the Association for the benefit of all owners.

(b) Common Roads. The Common Roads are private and are not intended to be dedicated to the public. Common Roads are to be considered part of the Commons.

(c) Conveyance. The Association may buy or lease property to be added to the Commons, which shall be considered a capital improvement under Section 9.6. After termination of Class B membership, the Association may sell any part of the Commons real property upon written consent of Members representing 75% of the Association votes. Membership approval is not needed to sell personal property or to grant easements on the Commons.

(d) Dedication. The Association shall have the right to convey title to or dedicate the Common Roads or any other Commons to the public upon consent in writing of Members representing 75% of the votes in the Association.

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3.2 Security.

(a) Service to be Provided. Unless terminated by vote of the Members as provided below, the Association shall provide security at the entrance to Mill Run. The Association may employ security guards, or maintain electronic or other security devices which, in the judgment of the Association, shall provide reasonable security protection for people and property within Mill Run.

(b) Cost. The cost of all security measures shall be paid from the Association budget as a common expense.

(c) Limitation. The Association shall use reasonable judgment in providing security but neither the Association nor Declarant makes any representation or assumes any liability for any loss or injury within Mill Run.

(d) Termination. The Association may not terminate security unless approved by a 75% vote of its Members. The Association may, however, alter its type or procedure for security measures at the entrances.

3.3 Maintenance; Management; Contracts.

(a) Association Responsibility. The Association shall be responsible for the management, control and improvement of the Commons and shall keep the Commons attractive, clean and in good repair.

(b) Management Agreements. The Association may contract with Declarant or any other party for the performance of all or any portion of the management of the Association and the Association's maintenance and repair obligations. The cost of the contract shall be included within the General Assessment, Special Assessment or Individual Lot Assessment, as applicable.

(c) Private Maintenance Agreements. The Association may, but is not obligated to, act as agent for an Owner, if so requested by that Owner, to contract for routine maintenance and other services not required to be provided by the Association, the cost of which would be assessed to that Owner as an Individual Lot Assessment. The terms and conditions of all such contracts shall be at the discretion of the Board.

3.4 Capital Improvements. The Association may make capital improvements to the Commons and may modify the uses of the Commons. Expenses for substantial capital improvements must be approved in accordance with Section 9.6.

3.5 Damage or Destruction of Commons by Owner. If any Owner or any of his or her guests, tenants, licensees, agents, employees or members of his family damages any of the Commons as a result of negligence or misuse, the Owner hereby authorizes the Association to repair the damage. The cost of repair shall be the responsibility of that Owner and shall become an Individual Lot Assessment payable by the responsible Owner.

ARTICLE IV
RECREATION FACILITIES; LAKES; ORANGE BLOSSOM BOULEVARD

Mill Run is subject to both the Recreation Declaration and the Orange Blossom Boulevard Maintenance Agreement.

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Owners enjoy the use of the Recreational Facilities under the Recreation Declaration, some of the terms of which are summarized here. The Recreation Association also has the responsibility to maintain the Drainage System and Conservation Areas under the jurisdiction of governmental agencies.

The Association is assigned Declarant's rights and responsibilities under the Orange Blossom Boulevard Maintenance Agreement.

4.1 Recreation Declaration; Easement for Use. This Declaration is subject to the terms of the Recreation Declaration, which creates the Recreation Association to maintain the Recreation Facilities and Drainage System. As provided by the Recreation Declaration, each Owner shall have an easement for use of the Recreation Facilities.

4.2 Collection of Assessments. The Association may act as agent for the Recreation Association to collect its assessments, which shall be delivered promptly to the Recreation Association.

4.3 Conservation Areas.

(a) Ownership. The Conservation Areas and Buffer Zones, as identified on the Plat, are declared common areas of the Recreation Association.

(b) Preservation of Natural State. The Conservation Areas and Buffer Zones shall be the perpetual responsibility of the Recreation Association and may in no way be altered from their natural state. Activities prohibited within the Conservation Areas and Buffer Zones include, but are not limited to, construction or placing of buildings on or above the ground; dumping or placing soil or other substances such as trash; removal or destruction of trees, shrubs, or other vegetation; excavation, dredging, or removal of soil material; diking or fencing; and any other activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat conservation or preservation.

(c) Compliance with Laws. The Conservation Areas and Buffer Zones shall be owned by the Recreation Association and maintained in a natural state for beautification and green belt purposes, all consistent with and in accordance with all laws, ordinances and regulations and including, without limiting the generality of the foregoing, all regulations and requirements of the South Florida Water Management District and Department of Environmental Regulation.

4.4 Lakes.

(a) Ownership. Each of the lakes shown on the Plat as water management tracts shall be owned by the Recreation Association.

(b) Maintenance; Use. The Recreation Association shall maintain, improve, operate and use all lakes only for beautification and retention of water purposes. The following are prohibited uses of the lake areas: fishing; utilization of objects designed for use on or below water such as boats, canoes, floats and tubes; bathing and swimming. Further, no Owner shall, or shall permit anyone claiming by, through or under such Owner, to pollute either of such lakes or to dump garbage, refuse or foreign objects therein or pump and remove water therefrom.

(c) Compliance with Laws. Each of the lakes shall be maintained by the Recreation Association in accordance with all laws, ordinances and regulation and including, without limiting the generality of the foregoing, all regulations and requirements of the South Florida Water Management District and Department of Environmental Regulation.

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4.5 **Easements.** Declarant dedicates to the Recreation Association the following easements:

(a) **Water Line.** An easement landward of any lake boundary for the natural rise and fall of the actual water line caused by natural events or by the necessity of complying with governmental rules and regulations and applicable laws.

(b) **Maintenance.** As shown on the Plat, a 20-foot maintenance easement along the boundary of Lots where abutting a water management tract, to permit the Recreation Association, its agents, employees and contractors ingress and egress to each lake and for the purpose of maintaining the lakes and lake banks.

(d) **Drainage.** Drainage easements as shown on the Plat.

(e) **Access.** An access easement for ingress and egress over and across all Common Roads and, as reasonably necessary, over any Lot (but not those portions of a Lot improved with a Building or other substantial improvements approved by the Architectural Review Panel), to permit the Recreation Association, its agents, employees and contractors ingress and egress to the lakes and other portions of the Drainage System.

4.6 **Maintenance of Adjoining Property.** The Owner of the landward side of a lake shall maintain all land above the actual water line as it may exist from time to time. All such maintenance shall be conducted so that the grass, planting or other natural support of the embankments shall be maintained in a clean and safe manner to prevent erosion, turbidity or clogging of the lakes and to comply with all governmental regulations.

4.7 **Orange Blossom Boulevard.**

(a) **Summary of Agreement.** Mill Run is subject to, and benefitted by, the Orange Blossom Boulevard Maintenance Agreement, which provides, among other things, additional landscaping, signage and lighting along Orange Blossom Boulevard, a right-of-way, dedicated or intended to be dedicated to the public, from the Collier County Road known as the Goodlette-Frank Extension to Mill Run and other properties. That agreement assigns to each party, including Declarant, a vote and assessment responsibility based on the number of residential units to be built on each parcel.

(b) **Assignment of Interest.** The property described in the Orange Blossom Boulevard Agreement as the "National Parcel" is the same property subject to this Declaration. Declarant hereby assigns to the Association Declarant's rights and responsibilities for the National Parcel under the Orange Blossom Boulevard Maintenance Agreement.

(c) **Voting Representative.** The Board shall select one director to act as voting representative, as contemplated by Section 14.5 of the Orange Blossom Boulevard Maintenance Agreement.

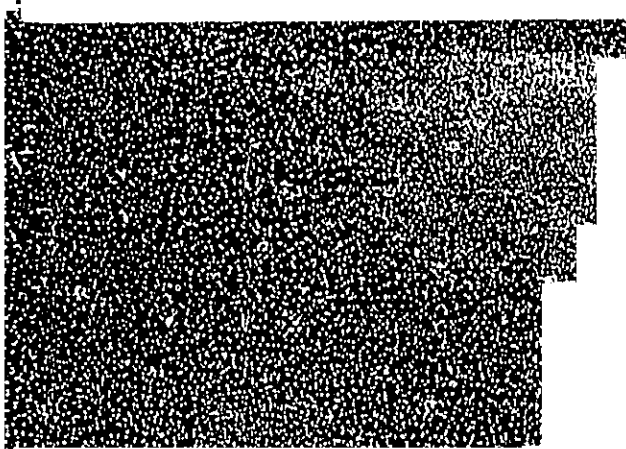
ARTICLE V
GRANT AND RESERVATION OF EASEMENTS; SIDEWALKS

Every Owner has the benefit of certain easements, and the responsibility of others.

5.1 **Owners' Easement of Enjoyment of the Commons.** Every Owner shall have a right and easement of enjoyment in and to the Commons. This easement shall be appurtenant to and shall pass with title to every Lot. Any Owner may delegate, subject to the provisions of this Declaration, the Bylaws and the Rules and Regulations, the Owner's right to enjoyment to the Commons to the members of his or her family, tenants or guests who reside on the Lot.

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5.2 Pedestrian and Vehicular Access. Every Owner shall have an easement for pedestrian and vehicular access over all Common Roads. Access to public roads or other communities outside Mill Run shall be only through the main entrance to Mill Run, and no Owner shall have any right of access to any area outside Mill Run except through the main entrance gate.

5.3 Easements in Favor of Declarant and Association. In addition to the drainage and lake maintenance easements described in Section 4.5, Declarant hereby reserves for itself, its successors and assigns and for the Association or Recreation Association as appropriate the following easements:

(a) Common Roads. A nonexclusive easement for use of the Common Roads.

(b) Utilities. Easements upon, across, over, through, and under the right-of-way of the Common Roads and five feet in width along each side Lot line for ingress, egress, installation, replacement, repair and maintenance of all public and private utility and service systems. This easement shall be automatically deemed abandoned as to the interior side Lot lines where two or more Lots are combined into a single homesite.

(c) Police Powers, Security. A blanket easement throughout Mill Run for police powers and services supplied by the local, state and federal governments and for any security services which may be provided by the Association.

5.4 Sidewalks. The Owners of Lots 1 through 6, 69, 79 through 86, 100 through 115, 129 through 144 and 156 through 178 shall construct sidewalks within the right-of-way for all streets adjacent to such Lots. Sidewalks shall be constructed according to the requirements for width, design and manner of construction as established by the Architectural Review Panel. After the initial construction is completed in accordance with such standards, the sidewalks shall be maintained by the Association.

ARTICLE VI ARCHITECTURAL REVIEW

Administration of the Mill Run Architectural Guide is the responsibility of the Architectural Review Panel. The Architectural Review Panel will review all plans for construction, or modification, of any Lot or Commons.

6.1 Architectural Review Panel.

(a) Composition. The Architectural Review Panel shall consist of three members. Declarant shall select the panel members so long as Declarant owns any Lot for sale within Mill Run in the normal course of business. When Declarant no longer owns any Lot for sale in the normal course of business, the Board shall select the panel members. The panel members shall serve at the pleasure of the entity entitled to select the members and may be replaced at any time.

(b) Advisor. The Architectural Review Panel may employ an advisor, who shall be a licensed architect or shall have a masters degree in urban design from an accredited university, or shall have comparable qualifications. The advisor may sit on the Architectural Review Panel as one of the panel members.

6.2 Review Procedure.

(a) Construction Subject to Review. All construction or modification (except interior alterations not affecting the external structure or appearance of any Building) on any Lot or

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Commons must be approved in advance by the Architectural Review Panel. Modifications subject to review specifically include, but are not limited to, painting or other alteration of a Building (including doors, windows and trim); replacement of roof or other parts of a Building other than with duplicates of the original material; installation of antennas, satellite dishes or receivers, solar panels or other devices; construction of fountains, swimming pools, whirlpools or other pools; construction of privacy walls or other fences or gates; addition of awnings, flower boxes, shelves, statues, or other outdoor ornamentation; window coverings; any individual wells or septic tanks and any material alteration of the landscaping or topography of Mill Run, including without limitation any removal or substantial cutting of trees or plants. The listing of a category does not imply that such construction is permitted; the Mill Run Architectural Guide may, for example, prohibit all antennas, satellite dishes or receivers.

(b) Application. The plans to be submitted for approval shall include (i) the construction plans and specifications, including all proposed clearing and landscaping, (ii) elevations of all proposed improvements and (iii) such other items as the Architectural Review Panel requires. No construction on any Lot shall be commenced and no Lot shall be modified except in accordance with such plan. Any modification to the approved plan must be reviewed and approved by separate application.

(c) Basis for Decision. Applications shall be approved or denied based upon compliance with the provisions of the Mill Run Architectural Guide, the quality of workmanship and material and harmony of design with surrounding structures. The Architectural Review Panel may also consider other factors, including purely aesthetic considerations, which in the sole opinion of the Architectural Review Panel will affect the desirability or suitability of the construction. The Architectural Review Panel may grant variances from the Mill Run Architectural Guide based on architectural merit or existing topographical or landscape conditions.

(d) Uniform Procedures. The Architectural Review Panel may establish procedures for the review of applications, including review costs and fees, if any, to be paid by the applicant.

(e) Notification: Construction. The Architectural Review Panel shall notify the applicant in writing of its decision within thirty (30) days of receiving a completed application. If approval or disapproval is not given within thirty (30) days, the application shall be deemed approved unless the applicant agrees to an extension. If approval is given or deemed to be given, construction of the improvements may begin. All construction must comply substantially with the submitted plans.

(f) Enforcement. If any construction is begun which has not been approved or which deviates substantially from the approved plans, the Architectural Review Panel, Declarant or the Association may bring an action for specific performance, declaratory decree or injunction. Costs, including attorneys' fees, shall be paid by the non-prevailing party.

6.3 Liability. Approval by the Architectural Review Panel of an application shall not constitute a basis for any liability of the Declarant, or members of the Architectural Review Panel, Board or Association as regards failure of the plans to conform to any applicable building codes or inadequacy or deficiency in the plans resulting in defects in the improvements.

ARTICLE VII
OWNERS' ASSOCIATION

The Association is responsible for maintaining Mill Run and enforcing the Declaration. While Declarant will control the Association during the development stage, the owners themselves will be responsible for the continuation of the community through their participation in the Association.

The Articles and Bylaws of the Association, which create the Association as a non-profit corporation and provide certain procedures for its corporate organization, are attached as exhibits to this Declaration.

7.1 **Members.** Every Owner shall be a mandatory Member of the Association. Membership shall be appurtenant to and may not be separated from title to any Lot.

7.2 **Voting Rights.** The Association shall have two classes of voting membership:

(a) **Class A.** Class A Members shall be all Owners of Lots other than Declarant while Declarant is a Class B Member. Class A Members shall be entitled to one vote for each Lot owned.

(b) **Class B.** The Class B member shall be Declarant and shall be entitled to four (4) votes for each Lot owned. The Class B membership shall end and be converted to Class A membership within ninety (90) days from the first to occur of the following events:

- (i) The total votes outstanding the Class A membership equals the total votes outstanding in the Class B membership,
- (ii) Ten (10) years from the recording of this Declaration, or
- (iii) Declarant chooses to become a Class A member, as evidenced by a recorded instrument.

7.3 **Exercise of Vote.** When more than one person holds an interest in any Lot, all such persons shall be Members. However, the number of votes for that Lot shall not be increased, and such Members must determine among themselves how the Lot's vote may be exercised. Corporations, partnerships and other entities shall notify the Association of the natural person who shall be considered a Member of the Association and exercise its vote.

7.4 **Board of Directors of the Association.**

(a) **Initial Composition.** The Board shall initially consist of at least three persons who shall be originally appointed as provided in the Articles. When at least 115 Lots have been conveyed to Owners other than Declarant and while Declarant is a Class B member, the Class A membership shall be entitled to vote separately for one member of the Board of Directors, and the remaining two positions shall be selected by the Class B member.

(b) **After Class B Termination.** Upon termination of the Class B membership, the Board shall consist of five or six directors, as follows:

- (i) Five directors to be elected from Mill Run at large, and
- (ii) The immediate past president of the Association, if not serving as one of the other five directors and if otherwise available to serve. The past president shall not vote when an even number of directors is present at a meeting.

(c) **Term.** Directors shall hold office for a term of two years, except the immediate past president, who shall serve for one year. Terms shall be staggered so that two or three of the five directors at large shall be elected each year. As established by the Board, some of the first area directors elected after termination of the Class B membership may serve one year to permit staggered terms. Directors may be elected for successive terms.

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(d) Qualifications. After termination of the Class B Membership, each director shall be a Member. If a director ceases to be a Member during his term, he shall be automatically removed from the Board.

(e) Voting Procedure. At each election after termination of the Class B membership, each Member shall have one vote for each seat to be filled. No cumulative voting shall be permitted. The candidates receiving the highest number of votes shall be declared elected.

(f) Removal. Except for directors selected by the Class B member, any director may be removed from office, with or without cause, by at least a majority vote of all Class A Members, at any duly called meeting of Members. A special Community Meeting to remove a director or directors from office may be called by ten percent (10%) of all Members giving notice of the meeting. The notice shall state the purpose of the meeting and shall be given to all Members in writing at least one week prior to the Community Meeting.

(g) Vacancy. Any vacancy occurring in the Board may be filled by a majority vote of the remaining Board members, except that a vacancy resulting from removal of a director by the members shall be filled by a vote of the membership. Members shall also vote to fill a vacancy if there are not sufficient remaining Board members to constitute a quorum.

(h) Compensation. Directors shall receive no compensation for their services unless expressly provided for in resolutions adopted by the Members. Directors may not receive any compensation before termination of the Class B membership; however, this shall not prevent Declarant or an affiliate of Declarant from being compensated for management or other services.

7.5 Additional Provisions. Additional provisions concerning the operation of the Association and the Board are contained in the Articles and Bylaws.

ARTICLE VII
DECISION MAKING

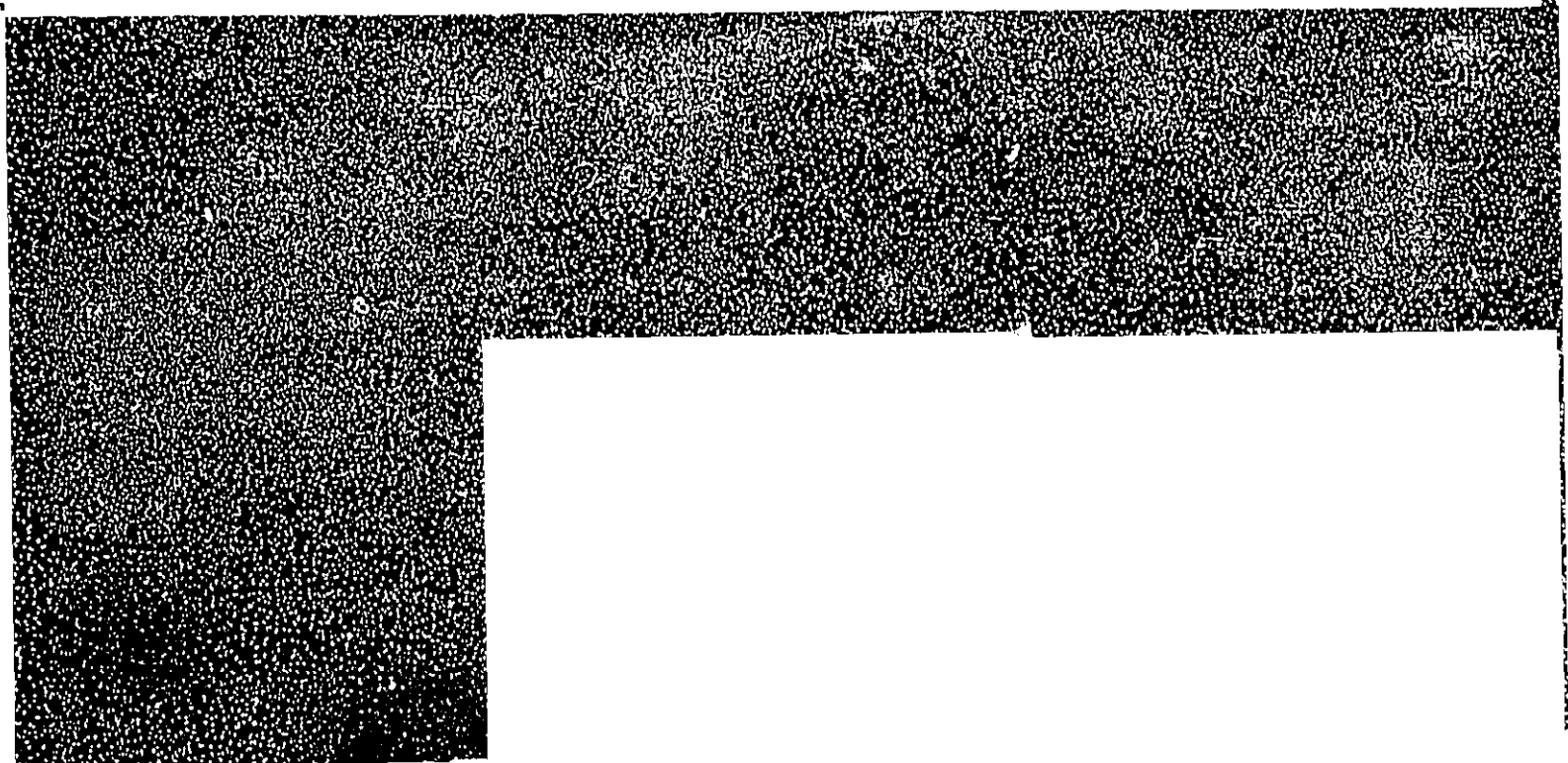
Most day-to-day decisions about the maintenance of Mill Run and enforcement of the Declaration are the responsibility of the Board, acting on the members' behalf. For those decisions requiring Members' approval, the Community Meeting provides a public opportunity for discussion.

8.1 Community Meeting.

(a) When called. The Community Meeting shall be called annually for the election of members of the Board, and whenever any action is required by this Declaration to be taken by vote or assent in writing of the Members. As a convenient reference and not as a limitation, actions requiring a vote of the Members, or assent in writing, include the following:

Annexation of additional property.....	Section 2.2
Conveyance or dedication of Commons.....	Section 3.1
Election of the Board of Directors.....	Section 7.4
Spending reserves other than as designated.....	Section 9.3
Approval of General Assessments when increased 15%.....	Section 9.4
Ratification of expenditures for capital improvements.....	Section 9.6
Repeal of Rules and Regulations adopted by the Board.....	Section 11.10
Amendment of the Declaration.....	Section 13.1
Termination of the Declaration.....	Section 13.2

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(b) Quorum. Voting at a Community Meeting requires presence of Members (in person, by proxy or telephone conference) representing the percentage of votes established by the Board as necessary to transact business. The Board may revise this percentage from time to time, but in no event shall the required percentage be less than 25% or more than 50%, unless otherwise required by statute.

(c) Notice. Notice of the meeting must be given to Members in accordance with Section 14.3 ("Notices") at least ten (10) days but no more than thirty (30) days before the meeting, except in an emergency when whatever notice is reasonable shall be given. Notice of meetings shall also be posted in at least one conspicuous place within the Commons.

(d) Action without Meeting. When the required percentage to transact business has not been obtained at the Community Meeting, and if permitted by the Board, the membership may approve any matter (specifically including the election of directors) by written ballot. Ballots shall be mailed or hand delivered to all Members. The Board shall establish for each vote the amount of time to be permitted for voting, which shall be no less than 10 days nor more than 60 days, and all ballots returned within the the permitted time shall be counted. The Board may also establish a minimum number of ballots which must be returned in order for the vote to be valid, but the minimum shall be no greater than 50%.

8.2 Board Meetings.

(a) Board's Responsibility. Except as specifically provided in this Article or elsewhere in this Declaration, the Board has been delegated the power, and shall have the authority to act on behalf of the Association and to make all decisions necessary for the operation of the Association, the enforcement of this Declaration and the care of the Commons.

(b) Quorum. Voting at a Board meeting requires presence of at least one-half of the directors, in person, by proxy or telephone conference. Any action required to be taken by vote of the Board may be taken in the absence of a meeting (or in the absence of a quorum at a meeting) by obtaining the written approval of a majority of the Board.

8.3 Record Keeping. The Board shall keep, or cause to be kept, a record of all meetings, both of the Board and of the Association. For each action taken, the record shall state the vote and a description of the action approved, and, where applicable, the reasons why the action was considered necessary and a summary of the information on which the decision was based. The record shall be available for inspection by any Member.

ARTICLE IX ASSOCIATION BUDGET

To fulfill its obligation to maintain the Commons, the Board is responsible for the fiscal management of the Association.

9.1 Fiscal Year. The fiscal year of the Association shall begin January 1 of each year and end on December 31 of that year, unless the Board selects a different fiscal year.

9.2 Budget Items. The budget shall estimate total expenses to be incurred by the Association in carrying out its responsibilities. These expenses may include, without limitation, the following:

(a) The cost of wages, materials, insurance premiums, services, supplies and other expenses for the rendering of all services required or permitted under this Declaration,

- (b) Reasonable amounts, as determined by the Board, for working capital for the Association and for reserves.
- (c) Fees for professional management of the Association, legal counsel and accounting.
- (d) Taxes for the Commons, if the Commons are taxed separately from the Lots.
- (e) Contributions for common maintenance costs, as required under the Orange Blossom Boulevard Maintenance Agreement.

9.3 Reserves. The Association shall accumulate and maintain adequate reserves for working capital, contingencies and replacement, which shall be included in the budget and collected as part of the annual General Assessment. Extraordinary expenses not originally included in the annual budget which may become necessary during the year shall be charged first against such reserves. Except in the event of an emergency, reserves accumulated for one purpose may not be expended for any other purpose unless approved by a majority vote of the Members. If the reserves are inadequate for any reason, including nonpayment of any Member's assessment, the Board may at any time levy an emergency assessment in accordance with the provisions of Section 10.4 ("Special Assessment"). If there is an excess of reserves at the end of the fiscal year and the Board so determines, the excess may be returned on a prorata basis to all Members who are current in payment of all assessments due the Association, or may be used to reduce the following year's assessments.

9.4 Preparation and Approval of Annual Budget.

(a) Initial Budget. Declarant shall determine the budget for the fiscal year in which a Lot is first conveyed to an Owner other than Declarant.

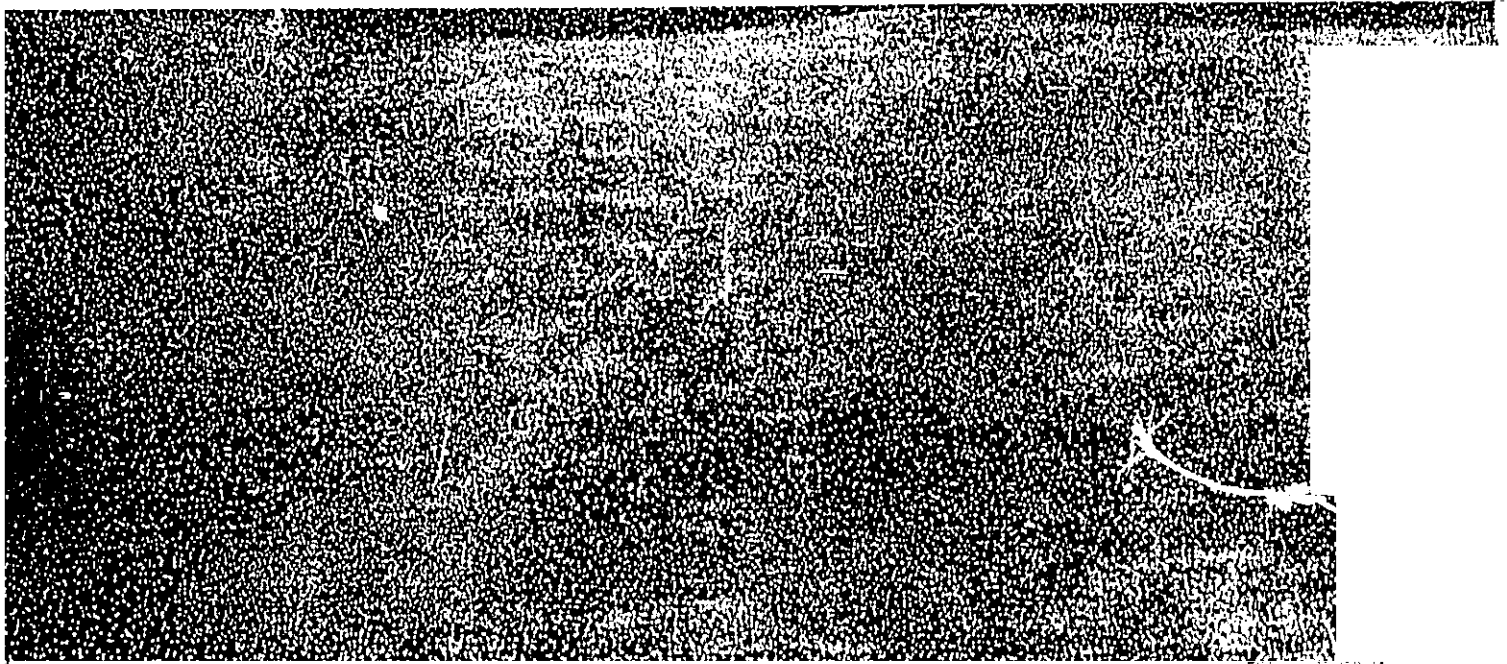
(b) Subsequent Years. Beginning with the year in which a Lot is first conveyed to an Owner other than Declarant and each year thereafter, at least one month before the end of the fiscal year, the Board shall, by majority vote, adopt a budget for the coming year and set the annual General Assessments at a level sufficient to meet the budget. At least two weeks before the fiscal year to which the budget applies, the Board shall send to each Member a copy of the budget in reasonably itemized form, which shall include the amount of General Assessments payable by each Member.

(c) Approval. If General Assessments are to be increased to greater than 125% of the previous year's General Assessment, and at least 10% of the Members request review within thirty (30) days after the budget is delivered to Members, the Board shall call a Community Meeting to present the budget and to answer any questions. After presentation, the budget shall be deemed approved unless the percentage required to transact business is present and the budget is rejected by a majority of the Class A Members present. If the budget is rejected, the Board shall approve a new budget within ten (10) days and send a copy to each Member.

9.5 Effect of Failure to Prepare or Adopt Budget. The Board's failure or delay in preparing or adopting the annual budget for any fiscal year, or review of the budget under Section 9.4 (c), shall not waive or release a Member's obligation to pay General Assessments whenever the amount of such assessments is finally determined. In the absence of an annual Association budget each Member shall continue to pay the assessment at the rate established for the previous fiscal period until notified otherwise.

9.6 Capital Improvements. If the cost of all capital improvements to the Commons to be paid within a single year totals more than twenty five percent (25%) of the Association's annual budget, the capital improvements must be approved by majority vote of the Class A Members. If the

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capital improvements are approved by the Members, the Board shall determine whether it shall be paid from General Assessments or by Special Assessment. Any repair or replacement of existing improvements shall not be considered a capital improvement.

9.7 Accounts. Reserves shall be kept separate from other Association funds, either in a single account for all reserves or separated by purpose. All other sums collected by the Board with respect to Assessments and charges of all types may be commingled in a single fund.

ARTICLE X
COVENANTS FOR MAINTENANCE ASSESSMENTS

The cost of fulfilling the Association's financial obligations is divided equitably among the Members by means of Assessments. To assure the Association of a reliable source of funds and to protect those Members who contribute their equitable share, assessments are mandatory and are secured both by a lien on the lot and the Member's personal obligation.

10.1 Obligation for Assessments. Declarant, for each Lot owned within Mill Run, hereby covenants, and each Owner of any Lot by acceptance of a deed or other transfer instrument, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the following (to be known collectively as "Assessments"):

- (a) General Assessments for expenses included in the budget,
- (b) Special Assessments for the purposes provided in this Declaration, and
- (c) Individual Lot Assessments for any charges particular to that Lot,

together with a late fee and interest, as established by the Board, and cost of collection when delinquent, including a reasonable attorney's fee whether or not suit is brought. Upon default in the payment of any one or more installments, the Board may accelerate the entire balance of such Assessment, which shall be declared due and payable in full.

10.2 Initial Guarantee of Assessments. Declarant guarantees that during the year in which a Lot is first conveyed to an Owner other than Declarant and during the following year (the Association's first full budget year), the General and Special Assessments owed by each Owner shall not exceed the amount stated on the proposed budget delivered to each Owner prior to closing. In return for such guarantee and for paying any deficit, Declarant shall not be liable during the guarantee period for any assessments on any Lots which it owns. Unless terminated by notice to the Association at least 30 days prior to the end of a guarantee period, Declarant shall automatically extend this guarantee for successive six-month terms at the same level of assessment, plus an annual increase of five percent (5%).

10.3 Equitable Division of Assessment. General Assessments and Special Assessments shall be assessed equally among all Lots, except as follows:

- (a) Declarant shall not be liable for assessments during the guarantee period, as described in Section 10.2, and
- (b) After termination of the guarantee period, Declarant shall pay one-fourth of a Lot's Assessment for Lots which it owns within Mill Run and which are unoccupied. Once the Lot has been sold to an Owner other than Declarant or has been occupied it shall always be subject to the payment of General and Special Assessments. The furnishing of a model building for sales display purposes shall not cause the Lot to be considered as having been occupied.

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10.4 General Assessments.

(a) Establishment by Board. The Board shall set the date or dates such assessments shall become due and may provide for collection of assessments annually or in monthly, quarterly or semiannual installments.

(b) Initial Assessments. During the guarantee period, General or Special Assessments for each Lot shall be prorated to the month of closing to an Owner other than the Declarant.

10.5 Special Assessment. In addition to the General Assessment, the Board may levy in any fiscal year a Special Assessment applicable to that year and not more than the next four succeeding years as follows:

(a) Capital Improvements. Any substantial capital improvement which has been approved in accordance with Section 9.6 ("Capital Improvements") or any capital improvement not required to be approved by the Members may be paid by Special Assessment.

(b) Emergency Assessment. By a two-thirds (2/3) vote, the Board may impose a Special Assessment for any unusual or emergency maintenance or repair or other expense which this Declaration requires the Association to pay (including, after depletion of reserves, any unexpected expenditures not provided by the budget or unanticipated increases in the amounts budgeted).

10.6 Individual Lot Assessments. The Association may levy at any time an Individual Lot Assessment against a particular Lot for the purpose of defraying, in whole or in part, the cost of any special services to that Lot or any other charges designated in this Declaration as an Individual Lot Assessment.

10.7 Recreation Assessments. If requested by the Recreation Association, the Association shall collect the assessments for the Recreation Association as agent for the Recreation Association including, if so requested, the collection of delinquent assessments. The Association's failure or inability to collect Recreation Assessments shall not, however, impair any of the Recreation Association's rights to collect such assessments itself. The Association shall deliver all assessments collected by the due date within ten days after the due date, and shall deliver any late payments within ten days after receipt. Recreation Assessments are secured as provided in the Recreation Declaration. Where both the Association and the Recreation Association have filed liens on a Lot and there are no intervening liens, the two liens shall have equal priority.

10.8 Effect of Nonpayment of Assessment; Remedies

(a) Personal Obligation. All Assessments, together with any late fee, interest and cost of collection when delinquent, including a reasonable attorney's fee whether or not suit is brought (collectively, the "Assessment Charge") shall be the personal obligation of the person or entity who was the Owner of the Lot at the time when the assessment was levied, and of each subsequent Owner. No Owner may waive or otherwise escape liability for the Assessment Charge by abandonment of the Lot.

(b) Creation of Lien. The Assessment Charge shall also be charged on the land and shall be a continuing lien upon the Lot against which the Assessment Charge is made, which is effective upon recording of a claim of lien. This lien, in favor of the Association, shall secure the Assessment Charge which is then due and which may accrue subsequent to the recording of the claim of lien and prior to entry of final judgment of foreclosure.

(c) Suit for Payment; Foreclosure of Lien. The Association may bring an action at law against the Owner personally obligated to pay the Assessment Charge, or may foreclose the lien in a manner similar to foreclosure of a mortgage lien, or both. The Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Lot foreclosed at such foreclosure sale and to acquire, hold, lease, mortgage and convey the Lot.

(d) Subordination of the Lien to Mortgages. The lien of the Assessment Charge shall be inferior to the first mortgage lien of any Mortgagee. Sale or transfer of any Lot pursuant to foreclosure of such a mortgage, including a deed in lieu of foreclosure, shall extinguish the lien as to payments which became due prior to the sale of transfer. The transferees of such Lot shall be liable for any assessments coming due after the sale or transfer.

(e) Other Remedies. The Association shall have the right to assess fines and suspend the voting rights of an Owner for any period during which any Assessment against his Lot remains unpaid.

10.9 Certificate of Payment. The treasurer of the Association, upon request of any Owner, shall furnish a certificate signed by a member of the Board stating whether any assessments are owed by that Owner. The Board may establish a reasonable fee for such certificate, not to exceed \$25, as adjusted for cost of living increases. Such certificate, when co-signed by the secretary of the Association, shall be conclusive evidence of payment of any assessment stated to have been paid.

ARTICLE XI
USE OF PROPERTY; INDIVIDUAL LOTS

The following covenants are designed to protect the quality of life for all Owners within Mill Run and to set a standard for reasonable cooperation within the community.

11.1 Residential Use. All Lots shall be developed and used solely for single-family residential use. No business, commercial, religious or charitable enterprise of any kind shall be maintained upon or in connection with the use of any Lot. Nothing in these covenants shall, however, prohibit Declarant or its various assigns from constructing model homes or operating sales and promotional offices or construction or maintenance facilities.

11.2 Leasing. Leasing of Lots is permitted, subject to reasonable regulation by the Board. Owners shall provide all tenants with information concerning restrictions and Rules and Regulations for Mill Run.

11.3 No Time Sharing. No time-share ownership of Lots is permitted without Declarant's approval. For this purpose, the term "time-share ownership" shall mean a method of ownership of an interest in a Lot under which the exclusive right of use, possession or occupancy of the Lot circulates among more than four individuals or married couples on a periodically reoccurring basis.

11.4 Nuisances; Other Improper Use.

(a) Nuisances, Unlawful Use. No nuisance or offensive or unlawful use shall be permitted to exist or operate on any Lot or Commons. All laws, building codes, orders, rules, regulations or requirements of any governmental agency having jurisdiction shall be complied with, by and at the sole expense of the Owner or the Association, whichever shall have the obligation to maintain or repair the affected portion of Mill Run.

(b) Insurance. Nothing shall be done or kept on any Lot or the Commons which will increase the rate of, or result in cancellation of, insurance for Mill Run or any other Lot, or the contents thereof, without the prior written consent of the Association.

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(c) Soliciting. No soliciting will be allowed at any time within Mill Run.

11.5 Pets. Pets may be kept by an Owner on his Lot but only if such pets do not cause a disturbance or annoyance. Each Owner shall be held strictly responsible to immediately collect and properly dispose of wastes and litter of his pets. The Association reserves the right to designate specific areas within the Commons where pets may be walked and prohibit pets on other areas. The Association may prohibit tenants from keeping pets or place restrictions on tenants' pets.

11.6 Signs. No sign, advertisement or notice of any type or nature whatsoever (including "For Sale" or "For Rent" signs) shall be erected or displayed upon any Lot (including placement on the Building, yard or in any window) or upon the Commons, unless the Architectural Review Panel has given express prior written approval of the size, shape, content and location, which approval may be arbitrarily withheld. Each Lot may have address markings and the name of the Owner, the size and style of which may be regulated by the Architectural Review Panel. Notwithstanding the foregoing, Declarant shall be permitted to post and display advertising signs within Mill Run.

11.7 Automobiles.

(a) Parking. Automobiles may be parked only in the garage or driveway of a Lot, in unassigned parking areas as originally created by Declarant or in other parts of Mill Run which may be specifically designated in writing by the Board. All parking within Mill Run shall be in accordance with rules and regulations adopted by the Association.

(b) Prohibited Vehicles. Buses, mobile homes (including vans with sleeping facilities) and vehicles which display advertising or the name of a business, may not be parked overnight in Mill Run except in garages. Only automobiles bearing current license and registration tags, as required by state law from time to time, may be parked within Mill Run. All such automobiles shall be in good running condition; repair of automobiles (other than emergency repair) or storage of disabled automobiles is not permitted within Mill Run. Boats may not be stored where visible from Common Roads.

(c) Garage Doors. Garage doors shall be kept closed except when automobiles are entering or leaving the garage.

11.8 Attractiveness and Safety of Lots.

(a) Owner's Responsibility. Each Owner shall keep all parts of his Lot in good order and repair, with well-maintained landscaping and free from debris.

(b) Clotheslines. No clothesline or other clothes-drying apparatus shall be permitted in any part of a Lot where it may be visible from the Commons, any Common Road or any other Lot.

(c) Garbage and Trash Containers. All garbage and trash containers must be placed and maintained in accordance with rules and regulations adopted by the Board. No portion of Mill Run shall be used for dumping refuse.

(d) Fuel Storage Tanks. No fuel or gas storage tanks may be permitted on any Lot, except that an Owner may keep and maintain a small gas tank for gas barbeques and fireplaces in an area on his Lot specifically approved by the Architectural Review Panel.

11.9 Temporary Structures. No structure of a temporary character, trailer, tent, shack, barn, shed or other outbuilding shall be permitted on any Lot at any time, except construction trailers,

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sales facilities and other temporary structures may be permitted by Declarant during construction and sales phases.

11.10 Rules and Regulations. The Board may from time to time adopt rules or amend previously adopted rules and regulations governing the details of the operation, use, maintenance and control of the Lots, Commons and any facilities or services made available to the Owners. Rules and Regulations shall take effect immediately upon approval by the Board, or at a later date selected by the Board. If requested by at least 10% of the Members, a Community Meeting may be called and any Rule or Regulation may be repealed by majority vote of the Members. A copy of the Rules and Regulations adopted from time to time shall be furnished to each Owner.

11.11 Enforcement.

(a) Owner's Responsibility. Each Owner, family members of Owners and Owners' guests and tenants shall conform and abide by the covenants contained in this Declaration and any Rules and Regulations which may be adopted from time to time by the Board. Each Owner shall be responsible for assuring such compliance, and any violation by family members, guests or tenants may be considered to be a violation by the Owner.

(b) Covenants Committee. The Board shall establish a Covenants Committee to hear any complaints of violations of these Covenants or Rules and Regulations adopted by the Board. Members of the Board may serve on the Covenants Committee.

(c) Notice, Hearing and Fines. Any Owner who is believed to be in violation shall be given notice and an opportunity to be heard. After such hearing, the Covenants Committee shall have the right to assess fines, up to a maximum of \$50 for a single violation or \$10 per day for a continuing violation (to be adjusted according to increases in the cost of living) and may restrict the Owner's use of the Commons for up to sixty (60) days. Fines shall be charged against the Lot as an Individual Lot Assessment.

(d) Tenant Violations. If a tenant is believed to be in violation of the Covenants or Rules and Regulations, the Covenants Committee shall notify the Owner and tenant and provide an opportunity for hearing. If the Covenants Committee determines after notice and opportunity for hearing that a tenant has violated the Covenants or Rules and Regulations, the Covenants Committee may assess fines against the Owner as provided in paragraph (c). In addition, if the violation continues for ten days after notice to the Owner of the Committee's findings, or if the tenant materially violates the Covenants or Rules and Regulations more than once in any one-year period, the Association, by a two-thirds (2/3) vote of the Board, shall have the right to evict the tenant. Each Owner by acceptance of a deed irrevocably appoints the Association as its agent and attorney-in-fact in such an eviction action. All costs related to such action shall be charged to the Owner as an Individual Lot Assessment. Any Owner whose tenant or tenants (whether under one lease or different leases) violate the Covenants or Rules and Regulations three times in any one-year period may be prohibited from further leasing of his Lot for a period of up to one year.

(e) Corrective Action for Lot Maintenance. If the Covenants Committee determines after notice and hearing that any Owner has failed to maintain any part of the Lot (including the yard and any wall or Building) in a clean, attractive and safe manner, the Covenants Committee shall notify the Owner of its findings and may assess fines as provided in paragraph (c). If the violation continues for ten days after notice to the Owner of the Committee's findings, the Association, by a two-thirds (2/3) vote of the Board, shall have the right without liability to enter upon such Lot to correct, repair, restore, paint and maintain any part of such Lot and to have any objectionable items removed from the Lot. All costs related to such action shall be assessed to the Owner as an Individual Lot Assessment.

(f) Pets. After notice and hearing, the Covenants Committee, with approval of the Board by two-thirds (2/3) vote, may require that an Owner permanently remove from Mill Run any pet which creates disturbances or annoyances to the reasonable displeasure of other Owners.

(g) Additional Remedies. All remedies listed in this section are non-exclusive and may be applied cumulatively. The Association shall also have the right to bring suit to enforce the covenants and Rules and Regulations, as described in Section 14.3.

ARTICLE XII
INSURANCE

Insurance is essential to protect the interests of the various Owners and to assure that funds will be available for rebuilding after a casualty. However, because insurance costs may increase significantly or new types of coverage made available, this Article gives some flexibility to the Board to select insurance coverage that is reasonable for the conditions that exist at that time.

12.1 Review of Coverages. The Board shall review limits of coverage for each type of insurance at least once each year.

12.2 Casualty Insurance. The Board may obtain and, if Commons with significant insurable improvements are created within Mill Run, shall be required to obtain and maintain, fire insurance on the Commons. Endorsements for extended coverage, vandalism, malicious mischief and windstorm should be obtained where available at reasonable cost. Coverage shall be in an amount not less than necessary to comply with the co-insurance percentage stipulated in the policy, but in any event not less than 80% of the insurable value (based upon replacement) of the improvements constructed on the Commons.

12.3 Public Liability. The Board may obtain public liability insurance in such limits as the Board may from time to time determine, insuring against any liability arising out of, or incident to, the ownership and use of the Commons and any water access located on or adjoining Mill Run. Whenever practicable, such insurance should be issued on a comprehensive liability basis and should contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association, the Board or other Owners.

12.4 Director Liability Insurance. The Board may obtain liability insurance insuring against personal loss for actions taken by members of the Board in the performance of their duties. Such insurance shall be of the type and amount determined by the Board in its discretion.

12.5 Other Coverage. The Board shall obtain and maintain workman's compensation insurance if and to the extent necessary to meet the requirements of law, and such other insurance as the Board may determine or as may be requested from time to time by a majority vote of the Members.

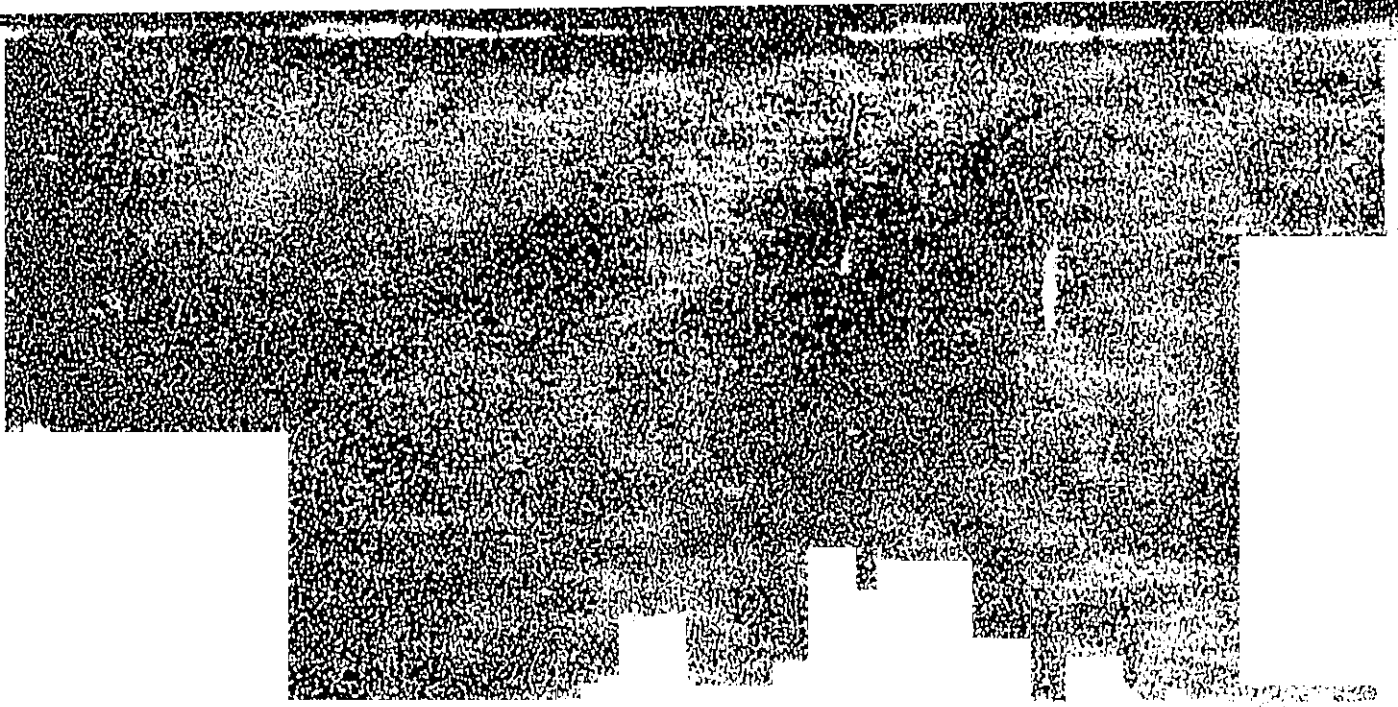
12.6 Repair and Reconstruction after Fire or Other Casualty.

(a) Commons. If fire or other casualty damages or destroys any of the improvements on the Commons, the Board shall arrange for and supervise the prompt repair and restoration of the improvements. The Board shall obtain funds for such reconstruction first from the insurance proceeds, then from reserves for the repair and replacement of such improvements, and then from any Special Assessments that may be necessary after exhausting insurance and reserves.

(b) Lot Improvements. If fire or other casualty damages or destroys a Building or any other improvements on a Lot, the Owner of that Lot shall promptly either (i) proceed to rebuild and restore the improvements to the condition existing immediately prior to such damage or

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destruction, (ii) remove damaged portions and construct new or remodeled improvements in accordance with plans approved by the Architectural Review Panel, or (iii) remove all portions of the damaged structure above the foundation level and clean and landscape the Lot so that it is safe, attractive and free from debris.

ARTICLE XIII
AMENDMENT; TERMINATION

Property Owners should be able to rely on the Declaration and the general principles it states. Amendment should not be easy. However, new solutions will be proposed from time to time to make the Association operate more efficiently or to adjust to changing conditions. Where clearly to the community's benefit, these new provisions should be incorporated into the Declaration.

13.1 Amendment.

(a) By Members. This Declaration may be amended at any time by an instrument signed by the president or vice president and secretary of the Association, certifying approval in writing by two-thirds (2/3) of the Class A Members. Until termination of the Class B Membership, Declarant must also approve and sign any amendment to the Declaration.

(b) By Declarant. Declarant specifically reserves the absolute and unconditional right, so long as it is a Class B Member, to amend this Declaration without the consent or joinder of any party (i) to conform to the requirements of the Federal Home Loan Mortgage Corporation, Veterans Administration, Federal Housing Administration, Federal National Mortgage Association or any other generally recognized institution involved in the guarantee or purchase and sale of home loan mortgages, (ii) to conform to the requirements of institutional mortgage lenders or title insurance companies, or (iii) to clarify the Declaration's provisions or correct errors.

(c) Limitation. Whenever any action described in this Declaration requires approval of greater than two-thirds (2/3) of the Members, amendment of that provision shall require the same percentage vote as would be required to accomplish that action directly.

(d) Recording. Any amendment shall take effect upon recording in the public records.

13.2 Duration; Termination. The covenants and restrictions contained in this Declaration shall run with and bind Mill Run and shall inure to the benefit of and be enforceable by Declarant, the Association, and all Owners of property within Mill Run, their respective legal representatives, heirs, successors or assigns for ninety (90) years, and shall be automatically extended for each succeeding ten year periods unless terminated in one of the following ways:

(a) Consent. The Declaration may be terminated at any time by a recorded instrument signed by the president or vice president and secretary of the Association, certifying agreement by Owners representing 90% of the votes in the Association to terminate the Declaration as of a specified date.

(b) Dedication of Commons. The Declaration may be terminated by consent in writing by Members representing two-thirds (2/3) of the votes in the Association, if the Commons have been accepted for dedication or taken by eminent domain by the appropriate unit of local government.

13.3 Re-recording. Unless this Declaration is terminated, the Association shall re-record this Declaration or other notice of its terms at intervals necessary under Florida law to preserve its effect.

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13.4 Condemnation. If all or part of the Commons is taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Association. The Board shall have the right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation affecting such property.

ARTICLE XIV
GENERAL PROVISIONS

14.1 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform and consistent plan for the development and operation of Mill Run as a residential development of the highest quality. The italicized portions at the beginning of each Article are intended to state the purposes for the provisions that follow and may be used as an aid to interpretation. However, if the italicized portion conflicts with the operative provision, the operative provision shall govern. In the event of a conflict between this Declaration and the Articles or Bylaws, this Declaration shall govern. If the Articles and Bylaws conflict, the Articles shall govern. This Declaration is subordinate to the Recreation Declaration.

14.2 Invalidity. The invalidity of any part of this Declaration shall not impair or affect the validity or enforceability of the rest of the Declaration, which shall remain in full force and effect.

14.3 Compliance with Declaration Enforcement.

(a) Owner's Responsibility. Each Owner, family members of Owners and Owners' guests and tenants shall conform and abide by this Declaration and any Rules and Regulations which may be adopted from time to time by the Board. Each Owner shall be responsible for assuring that all persons using that Owner's Lot by, through or under him so comply.

(b) Enforcement. Suit may be brought against any person, persons or entity violating or attempting to violate the provisions of this Declaration, either to restrain violation or to recover damages, and against his or its property to enforce any lien created by this Declaration. To enforce this Declaration or the Rules and Regulations, the Association, Declarant or any Owner may bring an action for damages, specific performance, declaratory decree or injunction, or any other remedy at law or in equity. The Board shall be empowered to bring suits on behalf of the Association.

(c) No Waiver. Failure to enforce any provision of this Declaration or the Rules and Regulations shall not be deemed a waiver of the right to do so at any time thereafter.

(d) Association's Legal Fees. Any and all costs, including but not limited to attorneys' fees and court costs, which may be incurred by the Association in the enforcement of any of the provisions of this Declaration, whether or not suit is brought, shall be assessed as an Individual Lot Assessment to the Owner against whom such action was taken.

14.4 Notices. Any notice required to be sent to the Owner shall be deemed to have been properly sent and duly delivered when mailed, postage prepaid, or hand delivered to the Lot and, if different, to the last known address of the person who appears as Owner of the Lot as that address is stated on the records of the Association at the time of the mailing.

14.5 Gender and Number. The use of the masculine gender herein shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

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14.6 Consent of Mortgagees.

(a) When Consent Required. This Declaration contains provisions concerning various rights, priorities, remedies and interests of Mortgagees. Such provisions are to be construed as covenants for the protection of the Mortgagees on which they may rely in making loans secured by a mortgage on a Lot. Accordingly, no amendment or modification of this Declaration specifically impairing such rights, priorities, remedies or interests of a mortgagee shall be adopted without the prior written consent of Mortgagees as provided in subsection (b). This section shall not be construed, however, as a limitation upon the rights of Declarant, the Association or the Members to make amendments which do not adversely affect the Mortgagees.

(b) Percentage Required. Wherever consent of the Mortgagees is required, it shall be sufficient to obtain the written consent of Mortgagees holding a first lien on 67% or more of all Lots encumbered by a mortgage. However, if one Mortgagee is holding a first lien on more than 50% of the Lots encumbered by a mortgage, the written consent of that Mortgagee alone shall be sufficient.

(c) Timely Response. Any such required consent shall be given promptly and shall not be unreasonably withheld. Any consent not given or denied within 30 calendar days of receipt of request for consent shall be deemed given.

14.7 Consent of Governmental Agency. The Drainage System is subject to regulation by the South Florida Water Management District (SFWMD). Accordingly, no amendment or modification to this Declaration specifically regarding the operation, maintenance or ownership of the Drainage System shall be adopted without the prior written consent of SFWMD. This section shall not be construed, however, as a limitation upon the rights of Declarant, the Recreation Association or the Members to make amendments which do not adversely affect the governmental interests.

14.8 Law to Govern. This Declaration shall be construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the undersigned does hereby make this Declaration of Charter, Easements, Covenants and Restrictions for Mill Run and has caused this Declaration to be executed as of the day and year first above written.

WITNESSES:

[Handwritten signatures of witnesses]

NATIONAL DEVELOPMENT PROPERTIES OF FLORIDA, INC., a Florida corporation

By: *[Signature]*
Its EXEC. VICE president

STATE OF FLORIDA
COUNTY OF Lee

This Declaration was acknowledged before me this 20th day of October, 1988, by E. C. Miller, Exec. Vice president of National Development Properties of Florida, Inc., a Florida corporation, on behalf of the corporation.

[Signature]
Notary Public, State of Florida
My Commission expires

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: OCT. 5, 1991
BONDED THAN NOTARY PUBLIC UNDERWRITING

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CONSENT OF MORTGAGEE

THE UNION NATIONAL BANK OF PITTSBURGH, the holder of the mortgage dated June 28, 1988 and recorded in Official Records Volume 1361, page 1114, of the public records of Collier County, Florida, does hereby consent to the Mill Run Declaration of Charter, Easements, Covenants and Restrictions and agrees that the aforesaid mortgage shall be subordinated to the Declaration.

WITNESSES:

THE UNION NATIONAL BANK OF PITTSBURGH

John E. Peticus
MORTGAGE LOAN OFFICER

By: R. David Benight
Its Asst. Vice President

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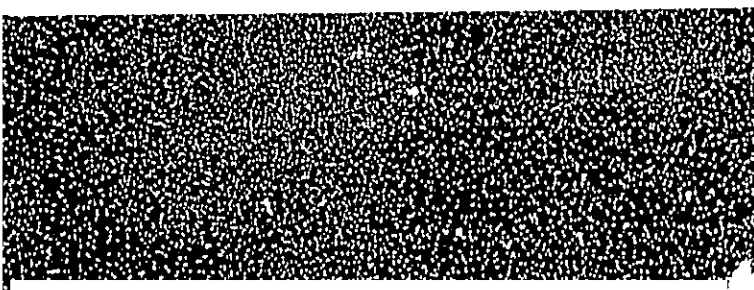
STATE OF Pennsylvania
COUNTY OF Allegheny

This Consent was acknowledged before me this 19th day of October, 1988 by R. DAVID BENIGHT, ASST. VICE President of The Union National Bank of Pittsburgh, a banking corporation organized and existing under the laws of the United States of America, on behalf of such corporation.

Bernadette Armocida
Notary Public, State of Pennsylvania
My Commission Expires:

Notarial Seal
Bernadette Armocida, Notary Public
Pittsburgh, Allegheny County
My Commission Expires March 27, 1990
Member, Pennsylvania Association of Notaries

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ARTICLES OF INCORPORATION FOR THE COMMUNITY ASSOCIATION FOR MILL RUN, COLLIER COUNTY, INC.

The undersigned subscriber to these Articles of Incorporation, a natural person competent to contract, hereby forms a corporation under the laws of the State of Florida.

ARTICLE I NAME

The name of the corporation is the THE COMMUNITY ASSOCIATION FOR MILL RUN, COLLIER COUNTY, INC., hereinafter referred to as the "Association." The address of the Association is National Development Properties of Florida, Inc., 7920-308 College Parkway, Ft. Myers, Florida 33907.

ARTICLE II REGISTERED AGENT

The initial Registered Agent of the Association is Patrick Bryan Reinert. The address of the Registered Agent is National Development Properties of Florida, Inc., 7920-308 College Parkway, Ft. Myers, Florida 33907.

ARTICLE III PURPOSES

The Association does not contemplate pecuniary gain or profit to its members. The Association's specific purposes are to provide for the maintenance and preservation of the property ("Property") described in the Mill Run Declaration of Charter, Easements, Covenants and Restrictions, recorded or to be recorded in the public records of Collier County, Florida (the "Declaration") for the mutual advantage and benefit of the members of this Association, who shall be owners of lots within the Property. To promote the health, safety and welfare of the owners of lots in the Property, the Association shall have and exercise the following authority and powers:

- (a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration, which is hereby incorporated by reference.
(b) To acquire, by gift, purchase or otherwise, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.
(c) To borrow money and to mortgage, pledge or hypothecate any and all of its real or personal property as security for money borrowed or debts incurred.
(d) To participate in mergers and consolidations with other nonprofit corporations organized for similar purposes or annex additional residential property and Commons.
(e) To have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida may now or hereafter have or exercise.

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ARTICLE IV
MEMBERSHIP

Every person or entity who is a record owner of a lot within the Property shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot.

ARTICLE V
VOTING RIGHTS

The Association shall have two classes of voting membership, as described in the Declaration.

ARTICLE VI
BOARD OF DIRECTORS

The Board of Directors shall initially consist of three members, whose names and addresses are as follows:

<u>Name</u>	<u>Address</u>
Patrick Bryan Reinert	National Development Properties of Florida, Inc. 7920-308 College Parkway Ft. Myers, Florida 33907
Eric C. Miller	National Development Properties of Florida, Inc. 7920-308 College Parkway Ft. Myers, Florida 33907
Jo Ann Southern	National Development Properties of Florida, Inc. 7920-308 College Parkway Ft. Myers, Florida 33907

ARTICLE VII
TERM OF EXISTENCE

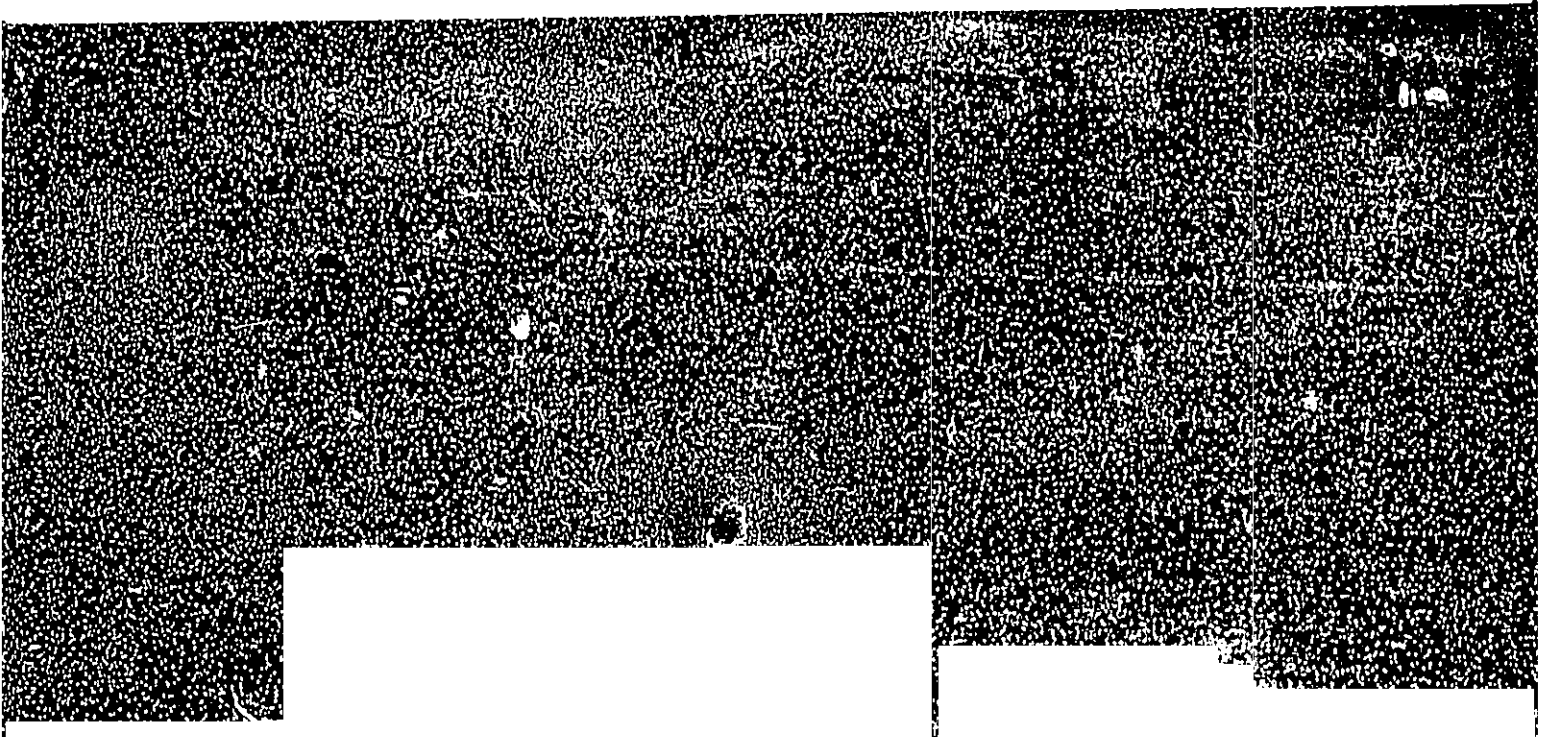
This corporation shall have perpetual existence unless sooner dissolved in accordance with the provisions herein contained or in accordance with the laws of the State of Florida. The date on which corporate existence shall begin is the date on which these Articles of Incorporation are filed with the Secretary of State of the State of Florida.

ARTICLE VIII
DISSOLUTION

The Association may be dissolved with the assent in writing of not less than seventy five percent (75%) of each class of member. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of this Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created or for the general welfare of the residents of the county in which the Property is located. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to similar purposes.

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ARTICLE IX
OFFICERS

Subject to the direction of the Board, the affairs of this Association shall be administered by its officers, as designated in the Bylaws of this Association. Said officers shall be elected annually by the Board. The names and addresses of the officers who shall serve until the first annual meeting of the Board are as follows:

<u>Office</u>	<u>Name and Address</u>
President	Patrick Bryan Reinert National Development Properties of Florida, Inc. 7920-308 College Parkway Ft. Myers, Florida 33907
Vice President	Eric C. Miller National Development Properties of Florida, Inc. 7920-308 College Parkway Ft. Myers, Florida 33907
Secretary/Treasurer	Jo Ann Southern National Development Properties of Florida, Inc. 7920-308 College Parkway Ft. Myers, Florida 33907

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ARTICLE X
BYLAWS

The Bylaws of this Association shall be adopted by the first Board and recorded among the public records of Collier County, Florida. The Bylaws may be altered, amended, modified or repealed by a majority of the Directors or at any duly called meeting of the members of this Association.

ARTICLE XI
AMENDMENTS

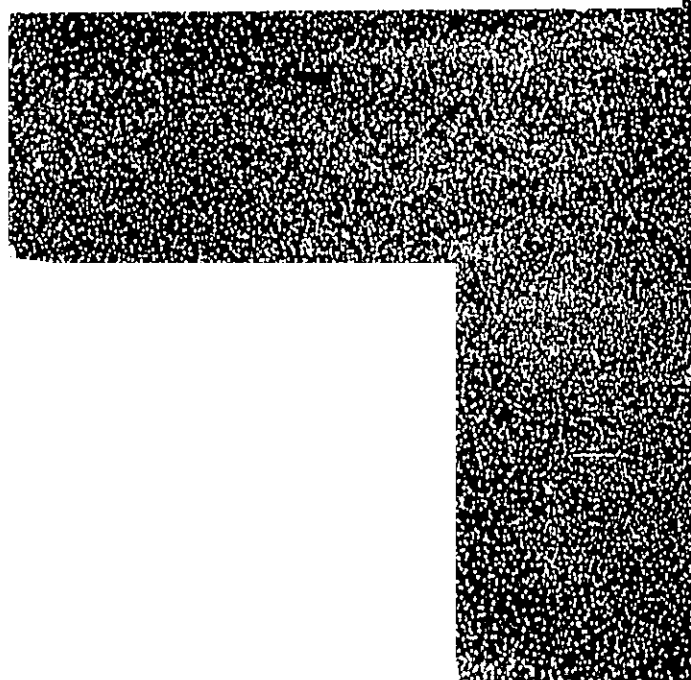
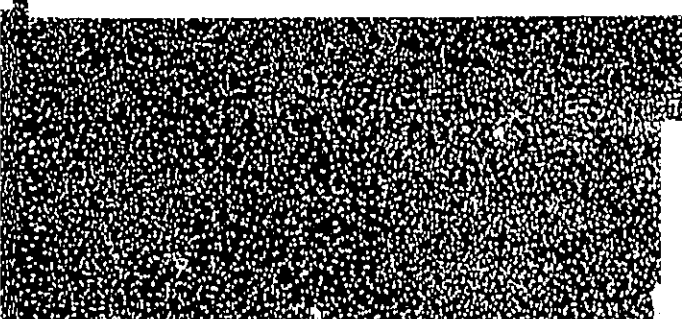
This Association reserves the right to amend or repeal any of the provisions contained in these Articles by a seventy-five percent (75%) vote of the membership.

ARTICLE XII
SUPREMACY

These Articles and the Bylaws are subject to the Declaration and in the event of a conflict, the Declaration shall govern. In the event of a conflict between the Articles and Bylaws, the Articles shall govern.

ARTICLE XIII
INDEMNIFICATION

This Association shall indemnify and hold harmless any and all of its present or former directors, officers, employees or agents, to the full extent permitted by law. Said indemnification shall include but not be limited to the expenses, including the cost of any judgments, fines, settlements and counsel's fees actually and necessarily paid or incurred in connection with any action, suit or proceeding, whether civil, criminal, administrative or investigative, and any appeal thereof, to which any such persons or his legal representative may be made a party or may be threatened to be made a party by reason of his being or having been a director, officer, employee or agent as herein



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provided. The foregoing right of indemnification shall not affect any other rights to which any director, officer, employee or agent may be entitled as a matter of law or which he may be lawfully granted.

ARTICLE XIV
INCORPORATOR

The name and address of the incorporator of the corporation is:

Patrick Bryan Reinert
National Development Properties of Florida, Inc.
7920-308 College Parkway
Ft. Myers, Florida 33907

IN WITNESS WHEREOF, for the purpose of forming this Association under the laws of the State of Florida, the undersigned, being the incorporator of this Association, has executed these Articles of Incorporation this ____ day of _____, 19____.

WITNESSES:

INCORPORATOR:

Patrick Bryan Reinert

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 19____, by Patrick Bryan Reinert as incorporator.

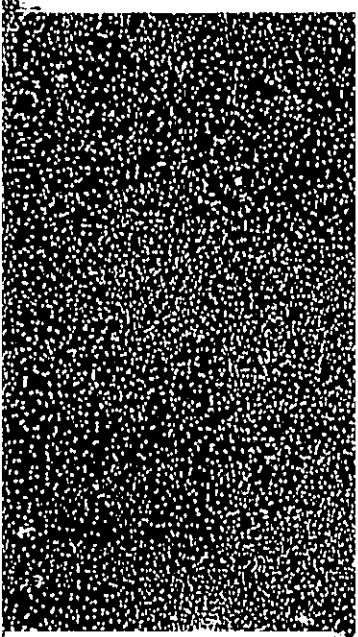
Notary Public, State of Florida at Large
My commission expires:

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EXHIBIT "B"

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BY-LAWS
OF
THE COMMUNITY ASSOCIATION FOR MILL RUN,
COLLIER COUNTY, INC.

ARTICLE I
MEMBERS

1.1 Membership. The members of the The Community Association for Mill Run, Collier County, Inc (the "Association"), a corporation not for profit organized under Florida law, shall consist of the owners of lots ("Lots") in Mill Run located in Collier County, Florida, as described in the Declaration of Charter, Easement, Covenants and Restrictions for Mill Run, recorded or to be recorded in the public records of Collier County, Florida (the "Declaration"). The membership of each Owner shall terminate when he or she ceases to be an Owner of a Lot. Upon the sale, transfer or other disposition of his or her ownership interest in a Lot, membership in the Association shall automatically be transferred to the new Lot Owner. The Association may issue certificates evidencing membership.

1.2 Shares; Votes. Each member shall have an interest in the funds and assets of the Association equal to the number of Lots owned by that member, as defined in the Declaration. The Association shall have two classes of voting membership as described in the Declaration.

1.3 Quorum. Members present in person, telephone conference or by proxy shall be counted toward a quorum. The percentage of membership necessary for a quorum is as provided in the Declaration.

1.4 Proxies. Proxies shall be in writing, shall be valid only for the particular meeting designated thereon and must be filed with the Secretary before the appointed time of the meeting.

ARTICLE II
MEETINGS OF MEMBERSHIP

2.1 Rules. The meetings of the membership shall be held in accordance with the provisions of the Declaration and, subject to the Declaration, in accordance with these By-Laws. Except where in conflict with the Declaration, Roberts Rules of Order (as amended) shall govern the conduct of all membership meetings.

2.2 Annual Meeting. The annual meeting of the Association membership shall be held at the offices of the Association or at such other place in the state of Florida as shall be designated by the Board or the President of the Association. The annual meeting shall be held in the second Tuesday in November of each year unless otherwise determined by the Board.

2.3 Special Meetings. Unless specifically provided otherwise herein or in the Declaration, meetings of the membership shall be held when directed by the President or the Board or when requested in writing by members holding a majority of the votes having the right to vote at such meeting. The call for the meeting shall be issued by the secretary.

2.4 Notice. Notice of all members' meetings, regular or special, shall be given by the President, Vice President or Secretary of the Association to each member unless waived in writing. Such notices shall be mailed or personally delivered to each member not less than ten (10) nor more than thirty (30) days prior to the meeting, except in an emergency, in which case the Board shall give such notice as is reasonable under the circumstances.

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In addition, except in an emergency, when such notice requirement shall be waived, written notice shall be posted at a conspicuous place on the Property not less than forty-eight (48) hours prior to any special meeting and not less than fourteen (14) days prior to the annual meeting.

2.5 Waiver. Any Owner may waive notice of a meeting or consent to the holding of a meeting without notice or consent to action taken without a meeting, by execution of a waiver or consent in writing. Such waiver or consent may be executed prior to, at, or subsequent to the meeting or Association action to which the waiver or consent relates.

2.6 Action Without Meeting. Any action required to be taken by vote or assent of the Members may be taken in the absence of a meeting (or in the absence of a quorum at a meeting) in the manner described in the Declaration. Any action so approved shall have the same effect as though taken at a meeting of the Members, and such approval shall be duly filed in the minute book of the Association.

2.7 Telephone Conferences. Members present by telephone conference shall be considered as present at a meeting for the purposes of a quorum, and may vote in any matters presented for a vote of the membership.

ARTICLE III BOARD OF DIRECTORS

3.1 Election. The Board of Directors ("Board") of the Association shall consist of not less than three persons who shall be originally appointed as provided in the articles of incorporation ("Articles"). Thereafter directors shall be elected in accordance with the provisions of the Declaration.

3.2 Qualifications. After termination of the Class B Membership, each director shall be an Owner or the spouse of an Owner (or, if an Owner is a corporation, partnership or trust, a director may be an officer, partner or beneficiary of such Owner). If a director no longer meets such qualifications during his or her term, he or she shall cease to be a director and his or her place on the Board shall be deemed vacant.

3.3 Vacancy. Any vacancy occurring in the Board may be filled by a majority vote of the remaining members of the Board. However, a vacancy resulting from removal of a director by the members shall be filled by a vote of the membership.

3.4 Meetings. An annual meeting of the Board shall be held immediately following the annual meeting of the membership and at the same place. Special meetings of the Board shall be held upon call by the President or a majority of the Board on not less than forty-eight (48) hours notice in writing to each director, unless the Board determines an emergency to exist, in which event the Board shall give such notice as is reasonable under the circumstances. All meetings of the Board shall be open to all members and, except in an emergency as provided above, notices of all meetings shall be posted in a conspicuous place on the Property at least 48 hours prior to the meeting. However, members shall not be entitled to vote or participate in any other way at the meeting.

3.5 Waiver. Any director or Owner may waive notice of a meeting or consent to the holding of a meeting without notice or consent to any action of the Board without a meeting. Such waiver or consent may be executed prior to, at, or subsequent to the meeting or Board action to which the waiver or consent relates.

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3.6 Quorum. A quorum for the transaction of business shall consist of at least half of the directors present in person, proxy or by telephone conference. However, less than a quorum may adjourn a meeting from time to time. A majority of directors who are present at any meeting where a quorum is present shall decide any question before the meeting.

3.7 Removal. Directors may be removed as provided in the Declaration.

3.8 Compensation. Directors shall receive no compensation for their services unless expressly provided for in resolutions duly adopted by the Owners. Directors may not receive any compensation while the developer is a Class B member; however, this shall not prevent the developer or an affiliate of developer from being compensated for management or other services.

3.9 Powers and Duties. The Board shall have the following powers and duties:

- (a) To elect the officers of the Association as hereinafter provided;
- (b) To administer the affairs of the Association and the Property and formulate policies for such purposes;
- (c) To adopt administrative rules and regulations governing the administration, management, operation and use of the Property and to amend such rules and regulations from time to time;
- (d) To provide for the maintenance, repair and replacement of those parts of the Property stated in the Declaration to be maintained by the Association;
- (e) To provide for the designation, hiring and removal of employees and other personnel or service companies, including a property manager, to engage or contract for the services of others, to make purchases for the maintenance, repair, replacement, administration, management and operation of the Property and to delegate any such powers to the employees or agents of the Association;
- (f) To estimate the amount of the annual budget, to provide the manner of assessing and collecting from the Owners their respective shares of such estimated expenses as hereinafter provided and to assess any supplemental assessment as the Board shall deem necessary;
- (g) Unless otherwise provided herein or in the Declaration, to comply with the instructions of a majority of the Owners as expressed in a resolution duly adopted at any annual or special meeting of the Owners; and
- (h) To exercise all other powers and duties of the Board provided for in the Declaration and the Articles.

ARTICLE IV OFFICERS

4.1 Election. Subject to the provisions of the Declaration and Articles, at each annual meeting of the Board, the Board shall elect from the membership of the Association the following officers of the Association:

- (a) A President, who shall be a director, shall preside over the meetings of the Board and of the Association and shall be the chief executive officer of the Association. In the recess of the Board, the President shall have general control and management of the business and affairs of the Association;

- (b) One or more Vice Presidents, who shall in the absence or disability of the President, perform the duties and exercise the powers of the President;
- (c) A Secretary, who shall keep the minutes of all meetings of the Board and of the membership and who shall perform all the duties generally incident to the office of Secretary;
- (d) A Treasurer, who shall cause to be kept the financial records and books of account of the Association; and
- (e) Such additional officers as the Board shall see fit to elect. An individual may hold more than one position.

4.2 Powers. The officers shall have the general powers usually vested in such officers of a not-for-profit corporation, provided that the Board may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the Board may deem necessary.

4.3 Term. Each officer shall hold office for the term of one year and until his or her successor shall have been elected and qualified.

4.4 Vacancy. Vacancies in any office shall be filled by the Board at special meetings thereof. Any officer may be removed at any time, with or without cause, by the affirmative vote of a majority of the whole Board.

4.5 Compensation. Officers shall receive no compensation for their services, unless expressly provided for in a resolution duly adopted by the Owners.

ARTICLE V
RECORDS

5.1 Accounting. The Board shall maintain accounting records according to generally accepted accounting principles, which records shall be open to inspection by Owners at reasonable times and upon reasonable notice. These accounting records shall include a record of receipts and expenditures and a separate account for each Owner showing the assessments charged to and paid by such Owner. Within ninety (90) days after the end of each year covered by an annual budget, the Board shall cause to be furnished to each Owner a statement for such year showing the receipts and expenditures and such other information as the Board may deem desirable. Upon reasonable notice to the Board, any owner shall be furnished a statement of his or her account setting forth the amount of any unpaid assessments or other charges due and owing from him.

5.2 Meetings. The Board shall keep a record of all meetings, both of the Board and of the Association. For each action taken, the record shall state the vote and a description of the action approved, and, where applicable, the reasons why the action was considered necessary and a summary of the information on which the decision was based. The record shall be available for inspection by any Member.

ARTICLE VI
AMENDMENT

These By-Laws may be amended, altered or rescinded upon a majority vote of the membership at a regular or special meeting of the Association, notice of which shall state that such proposed amendment is to be voted on at the meeting. All amendments of these By-Laws shall be duly recorded as an Exhibit to the Declaration in the public records of Collier County, Florida.

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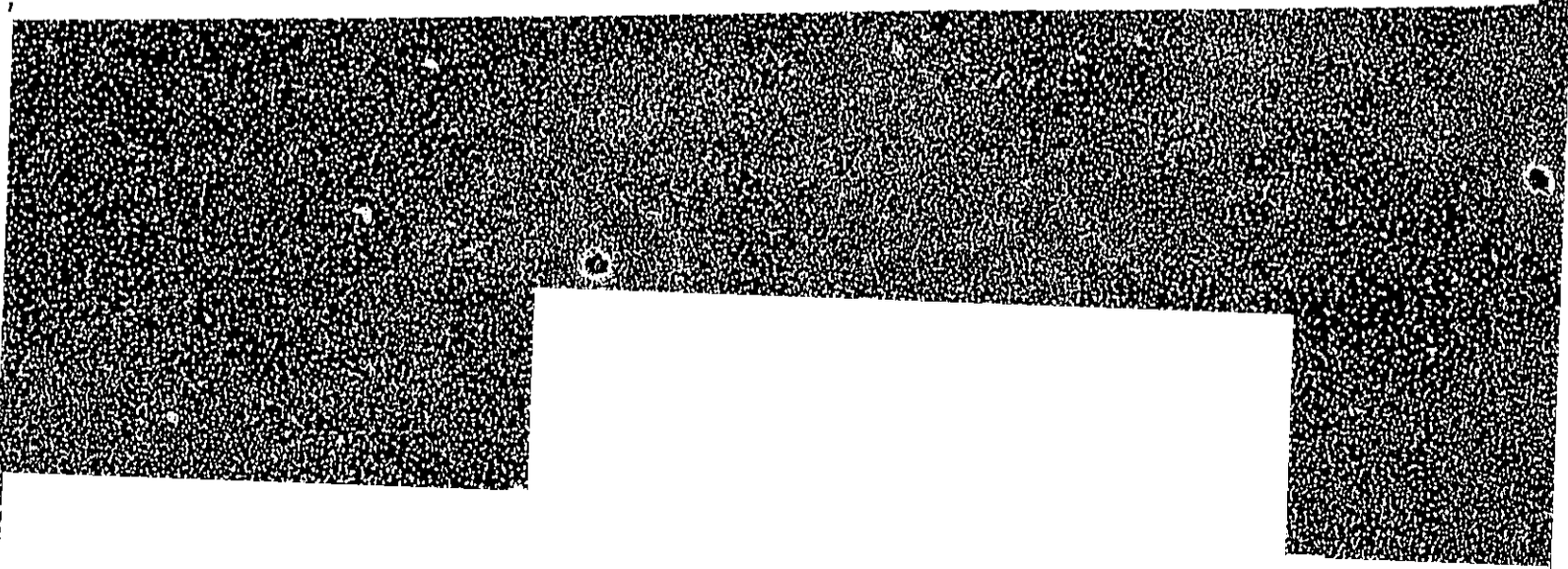
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ARTICLE VII
SUPREMACY

In the event of a conflict among the Bylaws, Articles or Declaration, the Declaration shall control, followed by the Articles and then Bylaws.

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MILL RUN

Architectural Guide

INTRODUCTION

The following information has been assembled to state the requirements of the Architectural Review Panel of the community association for Mill Run.

As the developer, we believe that the typical purchaser of a lot in Mill Run is highly interested in the overall effect that each house lends to the finished subdivision. It is not the intention of the Architectural Review Panel to limit an individual's ability to express what he thinks is aesthetically pleasing, but to assure that the individual homes, when viewed in a larger sense, create a feeling of harmony throughout the subdivision. To that end, the following design guidelines have been established.

It is hoped that these guidelines will assist homebuyers, builders and architects in the proper designing and building of homes. We highly recommend the use of an architect or professional home designer in planning your home.

I. BUILDING SETBACKS

Following are minimum setbacks for the principle structure:

Front Yard:	30 feet from right of way
Side Yard:	10 feet
Rear Yard:	Interior Lots, 25 feet
	Perimeter Lots, 30 feet
	Lakefront/Conservation Lots, 15 feet

Minimum setbacks for accessory structures are the same, except that the rear setback is 10 feet.

In addition to the above setback requirements, the Architectural Review Panel reserves the right to control and decide the precise location of any dwelling unit or other improvement upon all lots for aesthetic, ecological, topographical and energy considerations, as part of the building approval process.

II. BUILDING SQUARE FOOTAGE AND HEIGHT

All dwelling units must contain not less than 1,800 square feet of livable enclosed floor area (exclusive of garages, carports, open or screened porches, terraces or patios). No dwelling unit or other structure shall exceed 30 feet in height.

III. ROOFING; ELEVATIONS

Roof lines shall be no less than a 5 to 12 slope unless the roof is a critical element to the proposed architecture. These exceptions will be considered on their individual merit.

Dimensional shingles, such as Prestique II or Timber Line, or other approved materials such as split shake or tile roofing, will be required. In no case will three-tab shingles be allowed.

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Similar elevations shall not be constructed within 500 feet of each other.

Cement block, where used, must be stuccoed or veneered with wood, brick or stone. No asbestos shingles, asbestos siding or any type of asphaltic covering shall be used on exterior walls. The use of natural materials rather than synthetic materials is encouraged. No aluminum fascia and no vinyl siding will be permitted.

Eaves on dwellings may overhang in accordance with building codes adopted by Collier County.

IV. EXTERIOR LIGHTING

Lighting of your home and grounds should add to the overall desirable appearance of your house. Dramatic results can be accomplished with little effort and expense.

All light sources should be concealed. No spillover of light to neighboring properties will be allowed. Lights should be shielded as to reduce glare to casual observers.

Eave-mounted wall washes, wall or ground lights and concealed tree uplights are all recommended. Garden lights or walkway bollards should direct the light downward with a concealed spotlight. Any pole lights must be of the type approved by the Architectural Review Panel.

V. DRIVEWAYS

All dwelling units shall have a paved driveway of stable and permanent construction at least 12 feet in width. All driveways shall be constructed of concrete unless otherwise specifically approved by the Architectural Review Panel.

VI. GARAGES

Each dwelling unit shall have an enclosed garage for not less than two and not more than three automobiles. Garage doors must be equipped with automatic closures and must be kept closed except when actively being used by occupant of the dwelling. Garages for the Parade of Homes must include a side entry door.

VII. LANDSCAPE DESIGN

The general landscape design theme for Mill Run in The Crossings should incorporate indigenous as well as other plant materials which will thrive within the environment in which this community is located. Plant material should be used in such a way as to promote and enhance the quality of the development. Trees or shrubs clipped in unnatural shapes and any artificial or contrived planting plans will not be accepted by the Architectural Review Panel.

VIII. DRAINAGE AND GRADING

The builder shall grade in accordance with the overall drainage plans and other required criteria. Specific approval by the developer of finish grading, prior to Certificate of Occupancy, is required.

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IX. TREE REMOVAL

In reviewing the building plans, the Architectural Review Panel shall take into account and encourage the builder to retain natural vegetation. However, some undesirable vegetation, such as Melaleuca and Brazilian Pepper Tree, shall be required to be removed.

X. PLANTING AND IRRIGATION PLANS

A planting plan, plant list with sizes of all plant materials and cost breakdown by unit for each lot shall be submitted for approval by the Architectural Review Panel. Minimum retail landscape budgets for trees, shrubs and ground covers shall be \$3,000. Sodding, irrigation, pavers, stepping stones, railroad ties, mulch, fertilizer and other non-living landscape materials shall not be considered as part of the minimum retail landscape budget.

A minimum of four canopy trees shall be required on each lot. The trees shall have an initial installation height of not less than 12 feet and a mature spread of at least 25 feet.

All lots must be sodded and have an automatic irrigation system installed. The entire lot, including all landscape areas which abut and/or lie within the rights of way and areas adjacent to lakes or natural areas which border the individual's lots, shall be sodded and irrigated. Sod shall be Floratam. Lakes are for beautification and water retention purposes only; pumping or removing water from lakes is prohibited.

Air conditioners and pumps, etc., should be buffered from view using a decorative wall or vegetation. Front and side elevations must be landscaped.

The following is a list of suggested plants:

SUGGESTED INDIGENOUS PLANTS

GROUND COVERS:

- String Lily.....Crinum Americanum
- Golden CreeperErnodea Littoralis
- Beach Sunflower.....Helianthus Debilis
- * Spider Lily.....Hymenocallis Latifolia
- * Lantana.....Lantana Depressa
- Sword FernNephrolepis Biserata
- * Boston Fern.....Nephrolepis Exatata
- * Adams Needle.....Yucca Smalliana
- * Coontie.....Zamia Integrifolia
- Tuber Sword Fern.....Nephrolepis Cordifolia

SHRUBS:

- Marlberry.....Ardisia Escallonioides
- Beautyberry.....Callicarpa Americana
- Jamaica Caper.....Capparis Cynophallophora
- Seven Year Apple.....Casasia Clusifolia
- * Coco Plum.....Chrysobalanus Icaco (and Var. Fellocarpus)
- * Buttonwood.....Conocarpus Erecta
- Varnish Leaf.....Dodonaea Viscosa
- Firebush.....Hamelia Patens
- Gallberry.....Ilex Glabra

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- Large Gallberry.....Ilex Coriacea
- White Stopper.....Eugenia Axillaris
- Gopher AppleLicania Michauxii France
- * Wax Myrtle.....Myrica Cerifera
- Rapanea.....Myrsine Gulanensis
- Wild Coffee.....Psychotria Undata
- White Indigo Perry.....Randia Aculeata
- Inkberry.....Scaevola Plumieri
- Necklace Pod.....Sphora Tomentoso
- * Spanish Bayonet.....Yucca Aloifolia

PALM:

- * Faurtis Palm.....Acoelorrhaphe Wrightii
- Needle Palm.....Rhapidophyuum Hystrix
- * Royal Palm.....Roystonea Regia
- Scrub Palmetto.....Sabal Etonia
- * Cabbage Palm.....Sabal Palmetto
- San Palmetto.....Serenoa Repens

SMALL TREES:

- * Pitch Apple.....Clusia Rosea
- Geiger Tree.....Cordia Sebestena
- * Dahoon Holly.....Ilex Cassine
- Southern Willow.....Salix Caroliana
- Paradise Tree.....Simarouba Glouca

SHADE TREES:

- * Red Maple.....Acer Rubrum
- * Black Olive.....Bucida Buccera
- * Laurel Oak.....Quercus Layrifolia
- * Water Oak.....Quercus Nigra
- * Live Oak.....Quercus Virginiana
- Mahogany.....Swietenia Mahogani

SPECIAL OR ACCENT TREES:

- * Gumbo Limbo.....Bursera Simaruba
- Satinleaf.....Chrysophyllum Oliviforme
- Pigeon Plum.....Coccoloba Diversifolia
- * Sea Grape.....Coccoloba Uvifera
- * Sweet Bay.....Magnolia Virginiana
- Mastic Tree.....Mastichondendron Foetidissimum
- Red Bay.....Persea Borbonia
- Sand Pine.....Pinus Clausa
- * Slash Pine.....Pinus Elliottii
- Jamaica Dogwood.....Piscidia Piscipula
- Turkey Oak.....Quercus Laevis
- Bald Cypress.....Taxopium Spp.

(*Readily available through local nurseries)

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XI. MAINTENANCE

The owner and tenant or agent, if any, shall be separately and jointly responsible for the maintenance of all landscape planting areas. Landscape planting areas shall be so maintained as to present a healthy, neat and orderly appearance at all times. If trees, shrubs and other landscape materials die, such materials must be replaced within a reasonable period of time in accordance with the original landscape plan or Architectural Review Panel approved revisions.

XII. SWIMMING POOLS

Swimming pools and screen enclosures may be constructed on any lot contiguous to a dwelling, but only in compliance with Collier County building codes and the setback requirements herein. No above-ground or non-permanent type pools are permitted. Screen enclosures shall not break the side plane of the residence.

XIII. WALLS, HEDGES AND FENCES

When surrounding the immediate perimeter of a terrace or patio area and when attached to or adjoining the dwelling, a wall, hedge, fence or other enclosure, not to exceed six feet in height, may be constructed, grown or maintained, which is located within the front, side and rear building setback lines of such lot. This restriction does not apply to completely enclosed screened areas attached to the dwelling.

No wall, hedge or fence on lots fronting on lakes shall be erected along the rear of such lot; any wall or hedge along the side of such lots may not extend beyond the rear setback line.

No wall, hedge, fence or other structure of any kind shall be constructed, grown or maintained which is over a height of four feet where such wall, hedge, fence or other enclosure is located along the side lot line between the front setback line and back lot line of such lot.

All walls, hedges and fences must be approved by the Architectural Review Panel.

XIV. SIDEWALKS

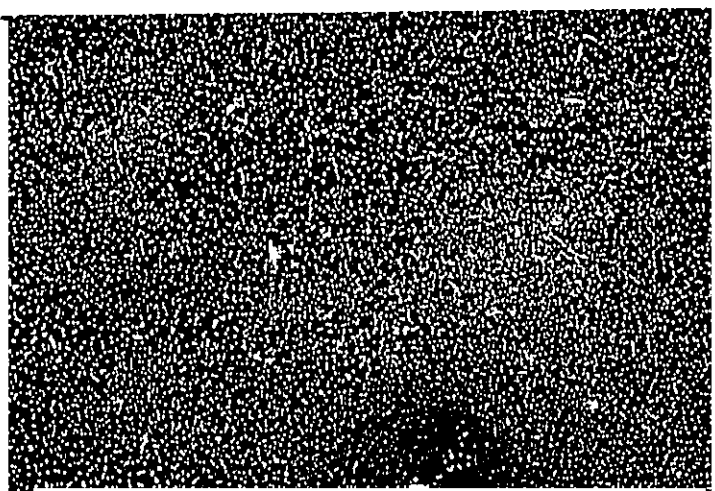
Owners of lots 1-6, 69, 79-36, 100-115, 129-144 and 156-178 are responsible for construction of the sidewalk adjacent to their lots. Sidewalks shall be constructed of concrete as shown on the attached sidewalk exhibit and must be completed prior to certificate of occupancy of the home or January 1, 1992.

XV. MAILBOXES

All mailboxes and posts shall be of the color, design, location and size shown on the attached mailbox exhibit.

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MILL RUN

Architectural Review Panel

Lot Number: _____ Date Submitted: _____

Owner: _____

Lot Address: _____

I. SUBMISSION CHECKLIST:

- _____ Preliminary Building Plans (three sets)
- _____ Landscaping Plan with Plant List and Cost Breakdown
- _____ Proposed Elevation Building/Site Section
- _____ Contractor's Agreement

II. SQUARE FOOTAGE:

- _____ Living Area
- _____ Garage Area
- _____ Screen Porch
- _____ Decks
- _____ Other
- _____ Total Area

III. MATERIALS AND COLORS:

- Walls (supply sample chips) _____
- Trim (supply sample chips) _____
- Foundation _____
- Roofing (specify type and color) _____
- Paving _____
- Garage Doors _____
- Exterior Lighting Type _____

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MILL RUN

Architectural Review Panel REVIEW INFORMATION SHEET

Lot Number: _____ Date Submitted: _____

Lot Address: _____

I. OWNER

Name: _____

Address: _____

City/State/Zip: _____

Telephone (home): _____ (office): _____

II. CONTRACTOR

Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____

III. ARCHITECT/DESIGNER

Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____

IV. SURVEYOR

Name: _____

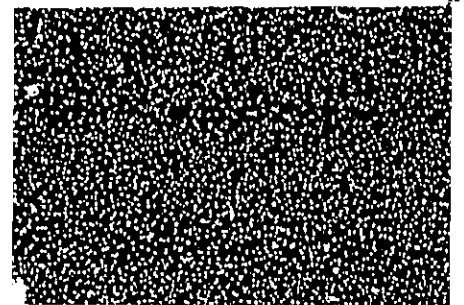
Address: _____

City/State/Zip: _____

Telephone: _____

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MILL RUN

Architectural Review Panel

CONSTRUCTION APPLICATION/CONTRACTOR'S AGREEMENT

Lot Number: _____ Date Submitted: _____
 Owner: _____
 Lot Address: _____

GENERAL INFORMATION:

Contractor: _____
 License No. _____
 Address _____
 City/State/Zip _____
 Telephone _____

AGREEMENT:

I, _____, as contractor for the above described construction project, acknowledge and agree that the improvements will be constructed in accordance with plans and specifications which have been approved by the Mill Run Architectural Review Panel.

I further acknowledge and agree that:

1. I have read and understand the covenants and restrictions applicable to the property and the Architectural Guide and will follow and obey the covenants and restrictions and Architectural Guide.
2. I will maintain a clean construction site at all times and only install a job sign that conforms with the guidelines.
3. I am responsible for completing the project as described by the approved drawings and specifications and any proposed changes will be submitted for approval prior to implementation.
4. I am responsible for the conduct of all workers performing services on this project at all times while they are in Mill Run.

The Application and Agreement made this _____ day of _____, 19____.

WITNESSES:

 (Contractor's Signature)

Application and Agreement approved this _____ day of _____, 19____
 by _____ on behalf of the Mill Run Architectural Review Panel.

WITNESSES:

ARCHITECTURAL REVIEW PANEL

By: _____

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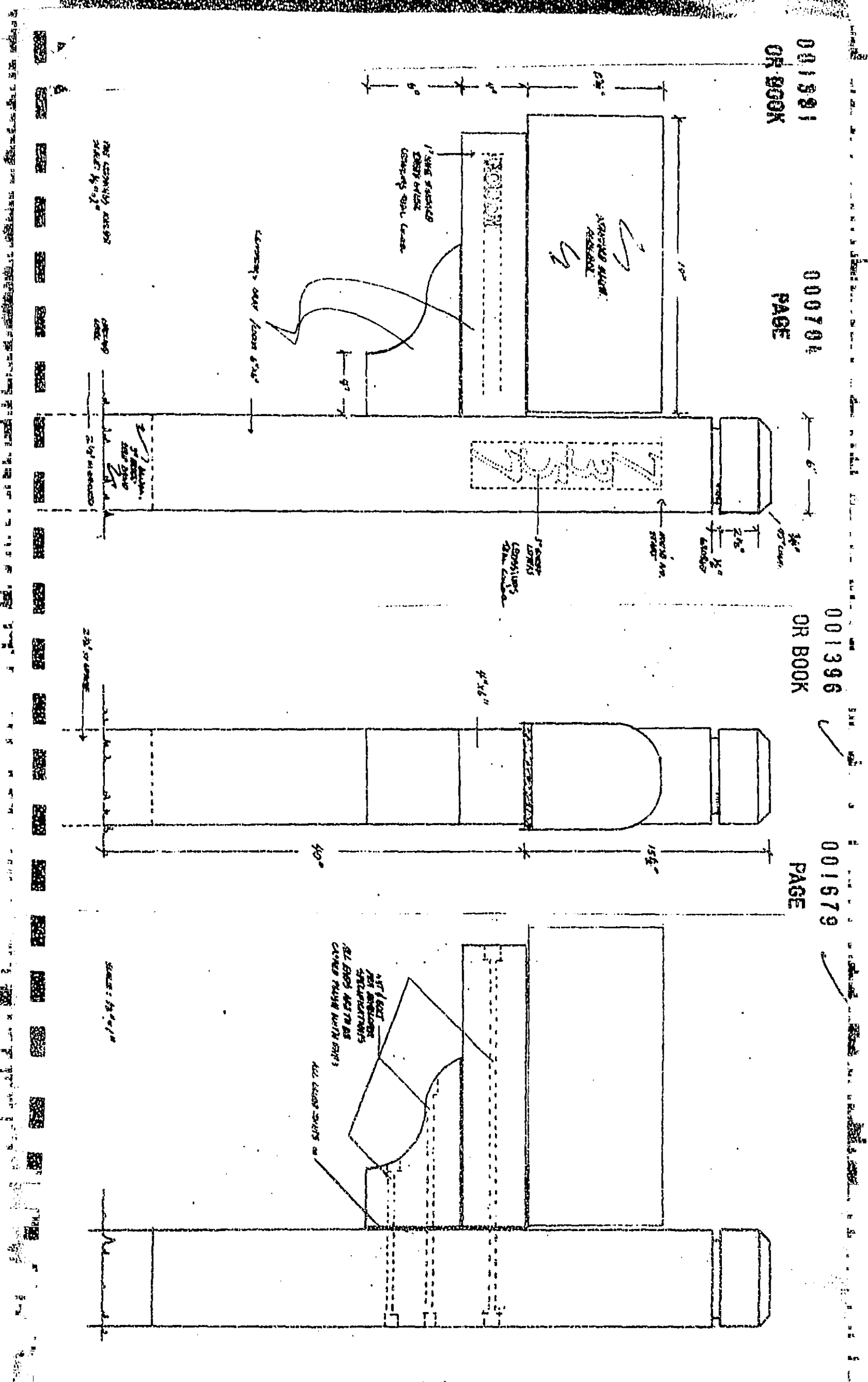
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State of Florida



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I certify that the attached is a true and correct copy of the Articles of Incorporation of THE COMMUNITY ASSOCIATION FOR MILL RUN, COLLIER COUNTY, INC., a corporation organized under the Laws of the State of Florida, filed on September 22, 1988, as shown by the records of this office.

The document number of this corporation is N28473.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 22nd day of September, 1988.



Jim Smith

Jim Smith
Secretary of State

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ARTICLES OF INCORPORATION
FOR
THE COMMUNITY ASSOCIATION FOR MILL RUN,
COLLIER COUNTY, INC.

The undersigned subscriber to these Articles of Incorporation, a natural person competent to contract, hereby forms a corporation under the laws of the State of Florida.

ARTICLE I
NAME

The name of the corporation is the THE COMMUNITY ASSOCIATION FOR MILL RUN, COLLIER COUNTY, INC., hereinafter referred to as the "Association." The address of the Association is National Development Properties of Florida, Inc., 7920-308 College Parkway, Ft. Myers, Florida 33907.

ARTICLE II
REGISTERED AGENT

The initial Registered Agent of the Association is Patrick Bryan Reinert. The address of the Registered Agent is National Development Properties of Florida, Inc., 7920-308 College Parkway, Ft. Myers, Florida 33907.

ARTICLE III
PURPOSES

The Association does not contemplate pecuniary gain or profit to its members. The Association's specific purposes are to provide for the maintenance and preservation of the property ("Property") described in the Mill Run Declaration of Charter, Easements, Covenants and Restrictions, recorded or to be recorded in the public records of Collier County, Florida (the "Declaration") for the mutual advantage and benefit of the members of this Association, who shall be owners of lots within the Property. To promote the health, safety and welfare of the owners of lots in the Property, the Association shall have and exercise the following authority and powers:

- (a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration, which is hereby incorporated by reference.
- (b) To acquire, by gift, purchase or otherwise, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.
- (c) To borrow money and to mortgage, pledge or hypothecate any and all of its real or personal property as security for money borrowed or debts incurred.
- (d) To participate in mergers and consolidations with other nonprofit corporations organized for similar purposes or annex additional residential property and Commons.
- (e) To have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida may now or hereafter have or exercise.

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ARTICLE IV
MEMBERSHIP

Every person or entity who is a record owner of a lot within the Property shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot.

ARTICLE V
VOTING RIGHTS

The Association shall have two classes of voting membership, as described in the Declaration.

ARTICLE VI
BOARD OF DIRECTORS

The Board of Directors shall initially consist of three members, whose names and addresses are as follows:

<u>Name</u>	<u>Address</u>
Patrick Bryan Reinert	National Development Properties of Florida, Inc. 7920-308 College Parkway Ft. Myers, Florida 33907
Eric C. Miller	National Development Properties of Florida, Inc. 7920-308 College Parkway Ft. Myers, Florida 33907
Jo Ann Southern	National Development Properties of Florida, Inc. 7920-308 College Parkway Ft. Myers, Florida 33907

ARTICLE VII
TERM OF EXISTENCE

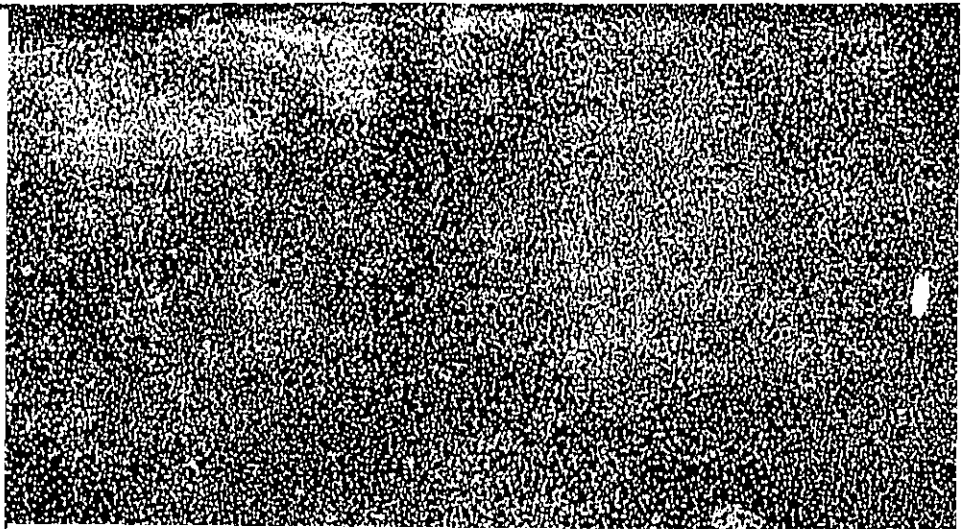
This corporation shall have perpetual existence unless sooner dissolved in accordance with the provisions herein contained or in accordance with the laws of the State of Florida. The date on which corporate existence shall begin is the date on which these Articles of Incorporation are filed with the Secretary of State of the State of Florida.

ARTICLE VIII
DISSOLUTION

The Association may be dissolved with the assent in writing of not less than seventy five percent (75%) of each class of member. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of this Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created or for the general welfare of the residents of the county in which the Property is located. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to similar purposes.

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ARTICLE IX
OFFICERS

Subject to the direction of the Board, the affairs of this Association shall be administered by its officers, as designated in the Bylaws of this Association. Said officers shall be elected annually by the Board. The names and addresses of the officers who shall serve until the first annual meeting of the Board are as follows:

<u>Office</u>	<u>Name and Address</u>
President	Patrick Bryan Reinert National Development Properties of Florida, Inc. 7920-308 College Parkway Ft. Myers, Florida 33907
Vice President	Eric C. Miller National Development Properties of Florida, Inc. 7920-308 College Parkway Ft. Myers, Florida 33907
Secretary/Treasurer	Jo Ann Southern National Development Properties of Florida, Inc. 7920-308 College Parkway Ft. Myers, Florida 33907

001396
OR BOOK ✓

001683
PAGE ✓

ARTICLE X
BYLAWS

The Bylaws of this Association shall be adopted by the first Board and recorded among the public records of Collier County, Florida. The Bylaws may be altered, amended, modified or repealed by a majority of the Directors or at any duly called meeting of the members of this Association.

ARTICLE XI
AMENDMENTS

This Association reserves the right to amend or repeal any of the provisions contained in these Articles by a seventy-five percent (75%) vote of the membership.

ARTICLE XII
SUPREMACY

These Articles and the Bylaws are subject to the Declaration and in the event of a conflict, the Declaration shall govern. In the event of a conflict between the Articles and Bylaws, the Articles shall govern.

ARTICLE XIII
INDEMNIFICATION

This Association shall indemnify and hold harmless any and all of its present or former directors, officers, employees or agents, to the full extent permitted by law. Said indemnification shall include but not be limited to the expenses, including the cost of any judgments, fines, settlements and counsel's fees actually and necessarily paid or incurred in connection with any action, suit or proceeding, whether civil, criminal, administrative or investigative, and any appeal thereof, to which any such persons or his legal representative may be made a party or may be threatened to be made a party by reason of his being or having been a director, officer, employee or agent as herein

provided. The foregoing right of indemnification shall not affect any other rights to which any director, officer, employee or agent may be entitled as a matter of law or which he may be lawfully granted.

ARTICLE XIV
INCORPORATOR

The name and address of the incorporator of the corporation is:

Patrick Bryan Reinert
National Development Properties of Florida, Inc.
7920-308 College Parkway
Ft. Myers, Florida 33907

001396
OR BOOK

IN WITNESS WHEREOF, for the purpose of forming this Association under the laws of the State of Florida, the undersigned, being the incorporator of this Association, has executed these Articles of Incorporation this ____ day of _____, 19____.

WITNESSES:

Debra A. Cook
Samuel D. Hancock

INCORPORATOR:

Patrick Bryan Reinert
Patrick Bryan Reinert

001694
PAGE

STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 1st day of September 1988 by Patrick Bryan Reinert as incorporator.

Raymond A. [Signature]
Notary Public, State of Florida at Large
My commission expires:
Notary Public, State of Florida
My Commission Expires Feb. 27, 1990
Bound three for sale - Inman Inc.



001391
OR BOOK

000710
PAGE

REGISTERED AGENT CERTIFICATE

THE COMMUNITY ASSOCIATION FOR MILL RUN, COLLIER COUNTY, INC., a corporation duly organized under the laws of the State of Florida with its principal office, as indicated in the Articles of Incorporation at Ft. Myers, Collier County, Florida, has named Patrick Bryan Reinert, whose address is National Development Properties of Florida, Inc., 7920-308 College Parkway, Ft. Myers, Florida 33907, as its agent to accept service of process within this state.

THE COMMUNITY ASSOCIATION FOR
MILL RUN, COLLIER COUNTY, INC.

Date: 9/21/00

By: [Signature]
Its PRESIDENT

Having been named to accept service of process for the above stated corporation, at the place designated in this certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

[Signature]
Patrick Bryan Reinert

Date: 9/21/00

001396
OR BOOK ✓

001685
PAGE ✓

Recorded and Verified
in Official Records of
COLLIER COUNTY, FLORIDA
JAMES G. OWEN, CLERK

Recorded and Verified
in Official Records of
COLLIER COUNTY, FLORIDA
JAMES G. OWEN, CLERK



01593829
COLLIER COUNTY

1992 JUN -1 PM 12: 31
RECORDED

DRAFT 05/06/92

REC 2500
PRM 350
DOC _____
INT _____
IND _____

ASSIGNMENT OF DECLARANT RIGHTS

CR BOOK
1721

This ASSIGNMENT OF DECLARANT RIGHTS (this "Assignment") is made as of May 14, 1992 by NATIONAL DEVELOPMENT PROPERTIES OF FLORIDA, INC., a Florida corporation ("National") to LUCIEN LAND COMPANY, INC., a Florida corporation ("Assignee") having an address at 4850 One Mellon Bank Center, Pittsburgh, Pennsylvania 15258-0001.

PAGE
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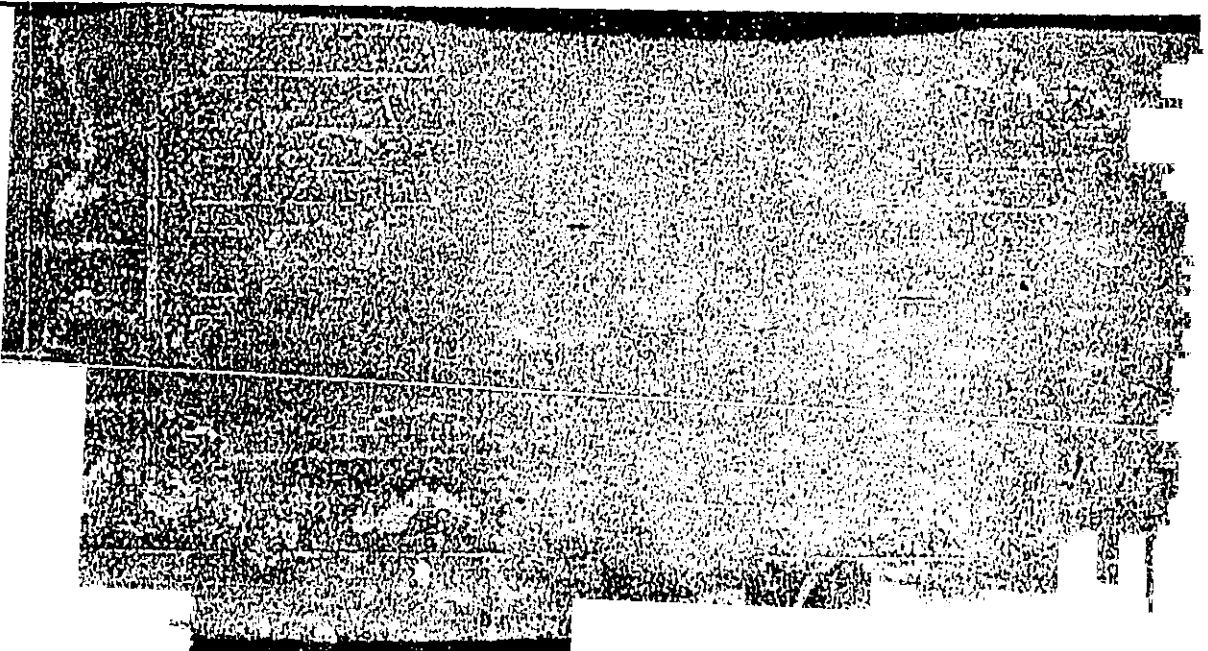
RECITALS

WHEREAS, National is the Declarant under that certain Mill Run Declaration o Charter, Conditions, Easements and Restrictions o dated November 1, 1988, and recorded in the public records of Collier County, Florida in Official Records Book 1391, page 660 and re-recorded in Official Records Book 1396, page 1635 (the "Mill Run Declaration"); and

WHEREAS, National is a Declarant under that certain Stonegate/Mill Run Recreation Facilities Declaration o Charter, Easements, Covenants and Restrictions o dated as of November 1, 1988 and recorded in the Public Records of Collier County, Florida

Prepared by and After Recording Return to:

John H. White, Esq.
Reed Smith Shaw & McClay
435 Sixth Avenue, Mellon Square
Pittsburgh, PA 15219



in Official Records Book 1391, Page 619 and re-recorded in Official Records Book 1396, page 1594, the Recreation Declaration; and

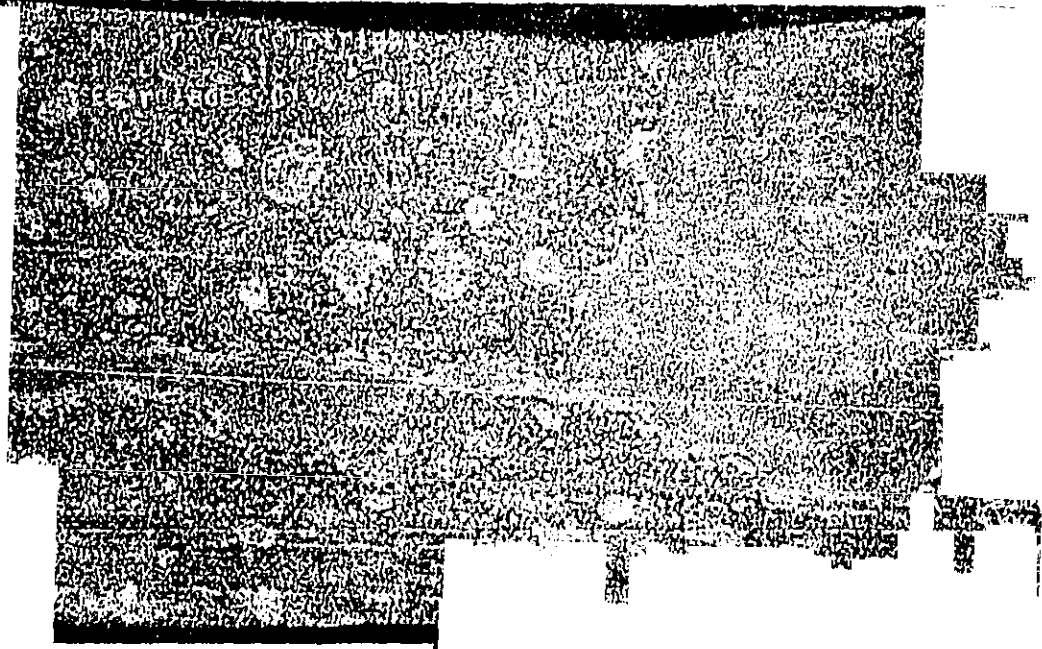
WHEREAS, the Mill Run Declaration and the Recreation Declaration are herein called the "Declarations"; and

WHEREAS, the Mill Run Declaration contains certain terms, covenants, conditions and restrictions which apply to, bind and run with that certain residential development situated in Collier County, Florida known as "Mill Run", as the same is defined in the Mill Run Declaration; and

WHEREAS, the Recreation Declaration contains certain terms, covenants, conditions and restrictions which apply to bind and run with those certain residential developments situated in Collier County, Florida, one of which developments is Mill Run as hereinbefore defined and the other of which is "Stonegate", as the same is defined in the Recreation Declaration; and

WHEREAS, on the date hereof National is the owner of certain portions of the land at Mill Run (the "National Land"), which are subject to the terms of the Declarations; and

WHEREAS, in accordance with that certain Covenant Not To Sue and Release dated as of May 14, 1992 by and among



National, Assignee and others (the "Agreement"), the National Land is being conveyed by National to Assignee; and

WHEREAS, National as "Declarant" under the Declarations is the holder of various rights, reservations, easements and entitlements (the "Declarant Rights"); and

WHEREAS, as part of the transaction contemplated by the Agreement, National has agreed to assign to Assignee the Declarant Rights.

NOW, THEREFORE, for and in consideration of the sum of ten dollars (\$10.00), the receipt whereof is hereby acknowledged, and intending to be legally bound hereby, National for itself and its successors and assigns does hereby remise, release, quit-claim, transfer, assign and set-over unto Assignee, its successors and assigns, all of National's right, title and interest as Declarant (a) in, to and under the Declarations, (b) in and to the Association referred to and defined in the Mill Run Declaration and (c) in and to the Recreation Association referred to and defined in the Recreation Declaration, and Assignee does hereby accept and assume all obligations, duties and liabilities of the Declarant in, to and under the above-referenced declarations and associations;

OR BOOK

1721

PAGE

000848

AM



PROVIDED, HOWEVER, IT IS EXPRESSLY UNDERSTOOD THAT ASSIGNEE IS NOT HEREBY ASSUMING ANY OF THE LIABILITIES OF NATIONAL ARISING PURSUANT TO NATIONAL'S OBLIGATIONS OR DUTIES AS DECLARANT UNDER THE DECLARATIONS PRIOR TO THE DATE OF THIS ASSIGNMENT, AND THAT ALL SUCH LIABILITIES, IF ANY, SHALL REMAIN THOSE OF NATIONAL.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals as of the date first above written.

1721
QR BOOK
000849
PAGE

Signed and Acknowledged
in the presence of

NATIONAL DEVELOPMENT PROPERTIES,
OF FLORIDA, INC., a Florida
corporation

Kathleen Bellino

By: J. Allen

Print Name: Kathleen Bellino

Print Name: James R. Allen

Its: Vice Chairman

Martin Mason

Address: c/o National Development
Corporation
4415 Fifth Avenue
Pittsburgh, PA 15213

Print Name: Martin Mason

Signed and Acknowledged
in the presence of:

LUCIEN LAND COMPANY, INC.

Richard L. Holl

By: Richard L. Holl

Print Name: Richard L. Holl

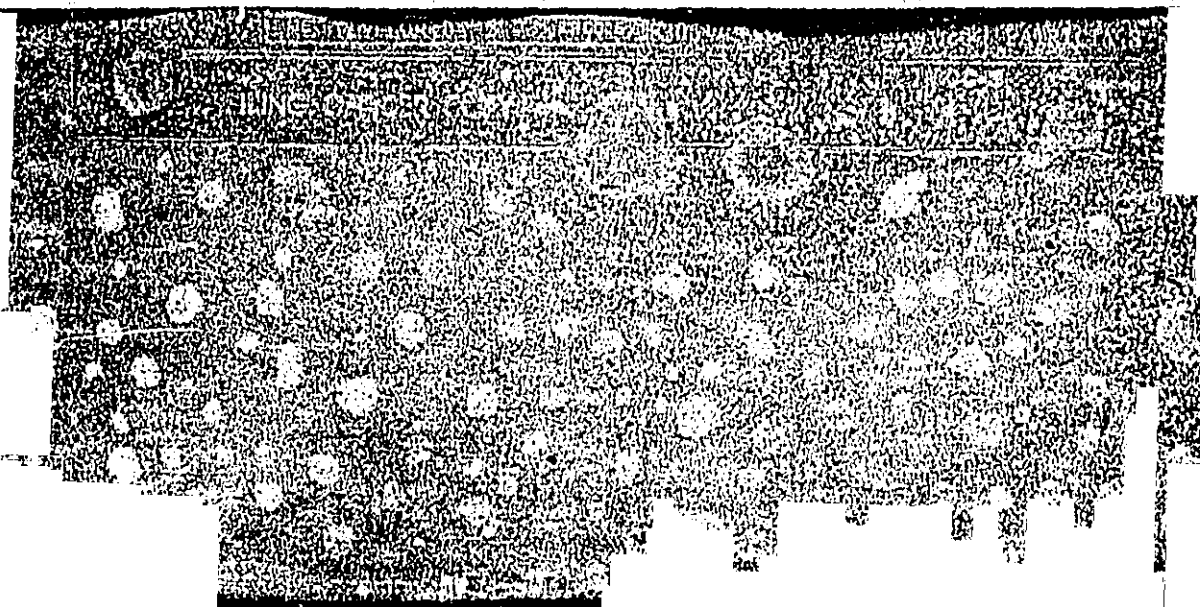
Print Name: Richard L. Holl

Its: President

Deborah L. Ruseris

Address: 4850 One Mellon Bank Center
Pittsburgh, PA 15258-0001

Print Name: Deborah L. Ruseris



COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

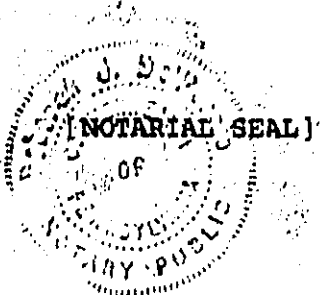
The foregoing instrument was acknowledged before me this
14 day of May, 1992, by James R. Allen,
as Vice Chairman of NATIONAL DEVELOPMENT PROPERTIES
OF FLORIDA, INC., a Florida corporation, on behalf of the
corporation. He or she is personally known to me or has produced
_____ as identification and did take an
oath.

Deborah J. DePercio
Notary Public

Print Name: Deborah J. DePercio

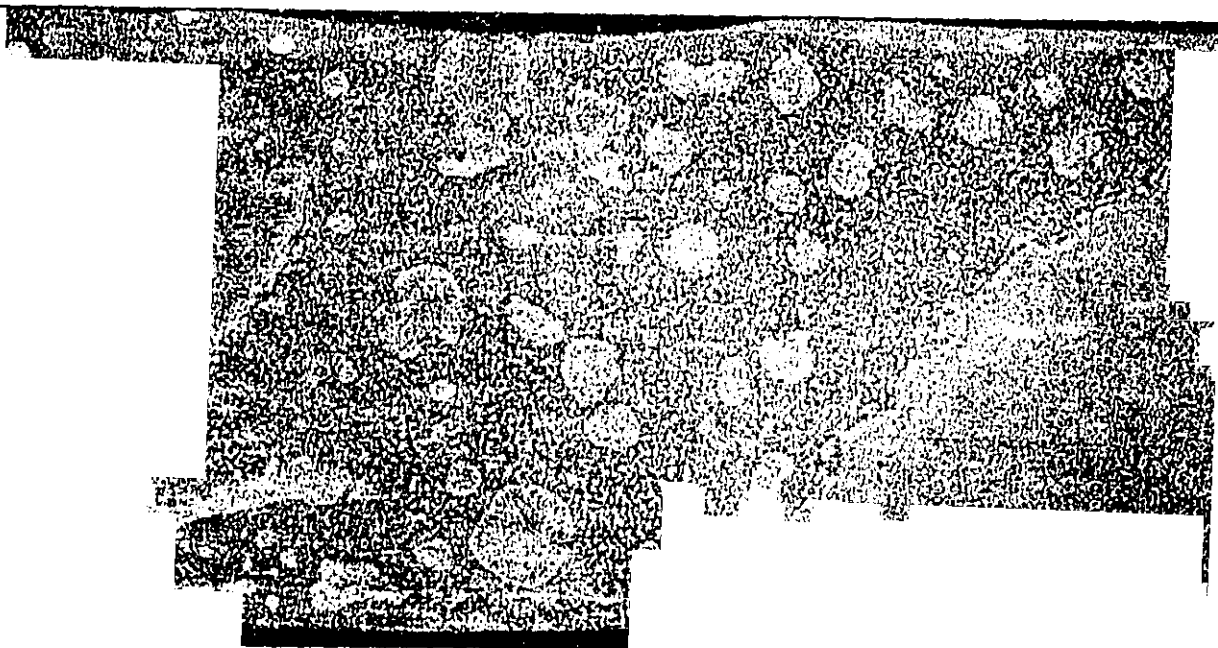
Commission No. _____

My Commission Expires: _____



Notarial Seal
Deborah J. DePercio, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Jan. 14, 1995
Member, Pennsylvania Association of Notaries

OR BOOK 1721
PAGE 000850 →



001721

OR BOOK

000850-A

PAGE

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY)

SS:

The foregoing instrument was acknowledged before me this 19th day of May, 1992, by Richard L. Hill, as President of LUCIEN LAND COMPANY, INC., a Florida corporation, on behalf of the corporation. He or she is personally known to me or has produced _____ as identification and did take an oath.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Deborah L. Ruzonis
Notary Public

Print Name: Deborah L. Ruzonis

Commission No. _____

My Commission Expires: _____

NOTARIAL SEAL
DEBORAH L. RUSONIS, NOTARY PUBLIC
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES APRIL 28, 1993

[NOTARIAL SEAL]

MAILING ADDRESS OF NATIONAL

National Development
Properties of Florida, Inc.
c/o National Development
Corporation
4415 Fifth Avenue
Pittsburgh, PA 15213

MAILING ADDRESS OF ASSIGNEE

Lucien Land Company, Inc.
Suite 4850 One Mellon Bank Center
Pittsburgh, PA 15258-0001

Recorded and Verified
in Official Records of
COLLIER COUNTY, FLORIDA
JAMES C. GILES, CLERK



REC-2500
PRM-350
DOC
INT
IND

This instrument was prepared without opinion of title by and After Recording Return to:
Mark J. Price, Esquire
Frost & Jacobs
4001 Tamiami Trail North
Suite 300
Naples, Florida 33940
(813) 261-0582

(Space above this line for recording data)

ASSIGNMENT OF DECLARANT'S RIGHTS

This ASSIGNMENT OF DECLARANT'S RIGHTS (the "Assignment") is made as of the 25th day of January, 1993 by LUCIEN LAND COMPANY, INC., a Florida corporation ("Assignor") having an address at 4850 One Mellon Bank Center, Pittsburgh, Pennsylvania 15258-0001 to NAPLES CAPITAL DEVELOPMENT CORPORATION, a Delaware corporation ("Assignee") having an office at 5551 Ridgewood Drive, Suite 201, Naples, Florida 33963.

RECITALS

WHEREAS, NATIONAL DEVELOPMENT PROPERTIES OF FLORIDA, INC., a Florida corporation ("National") was the Declarant under that certain Mill Run Declaration-Charter, Easements, Covenants, and Restrictions dated November 1, 1988 and recorded on November 1, 1988 in Official Records Book 1391, Pages 660 through 710, inclusive, and re-recorded in Official Records Book 1396, Pages 1635 through 1685, inclusive, all in the Public Records of Collier County, Florida (the "Mill Run Declaration"); and

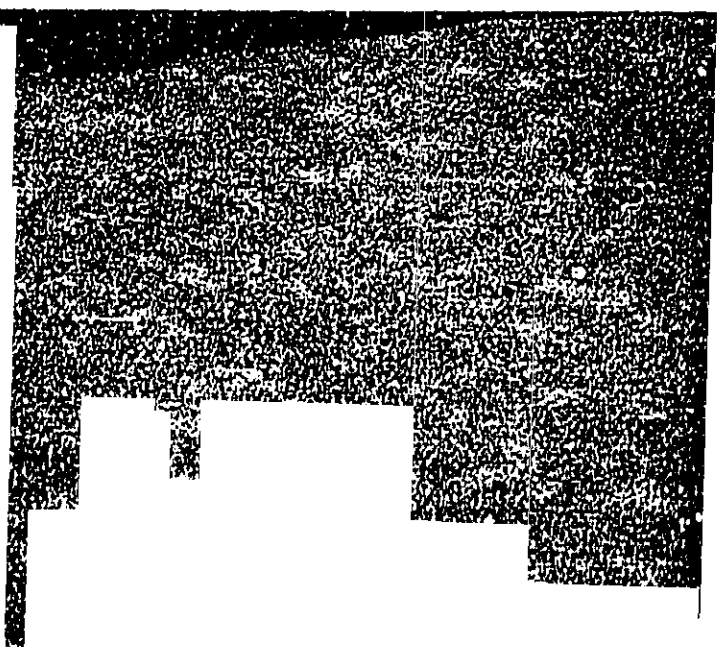
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01666066

COLLIER COUNTY

ANSBACHER & SCHNEIDER
100 NATIONAL FINANCIAL
4215 SOUTHPOINT BLVD
JACKSONVILLE FL 32216

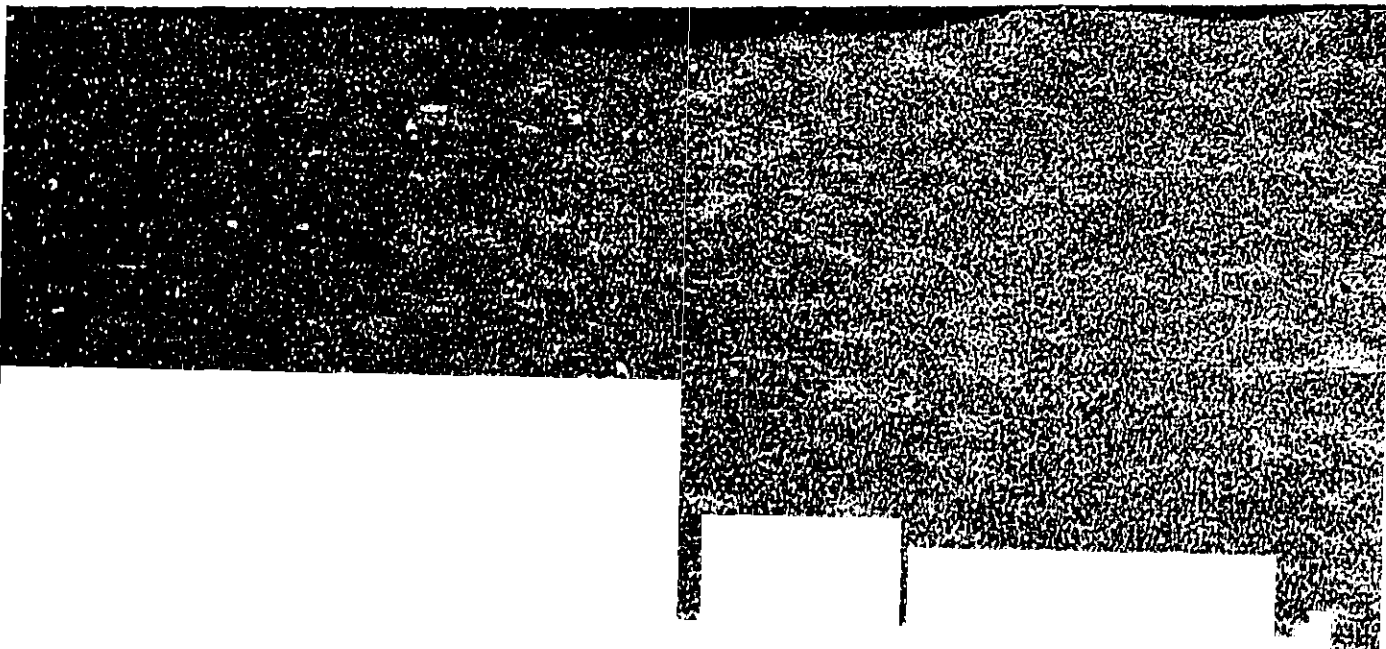


WHEREAS, National was a Co-Declarant under that certain Stonegate/Mill Run Recreation Facilities Declaration-Charter, Easements, Covenants and Restrictions dated November 1, 1988 and recorded on November 1, 1988 in Official Records Book 1391, Pages 619 through 659, inclusive, and re-recorded in Official Records Book 1396, Pages 1594 through 1634, inclusive, as amended by that certain Waiver of Rights to Annex Additional Property dated December 15, 1989 and recorded on December 19, 1989 in Official Records Book 1492, Pages 1761 through 1763, inclusive, all in the Public Records of Collier County, Florida (the "Recreation Declaration"); and

WHEREAS, the Mill Run Declaration contains certain terms, covenants, conditions and restrictions which apply to, bind and run with that certain residential development situated in Collier County, Florida known as "Mill Run", as the same is defined in the Mill Run Declaration; and

WHEREAS, the Recreation Declaration contains certain terms, covenants, conditions and restrictions which apply to, bind and run with those certain residential developments situated in Collier County, Florida known as Mill Run and "Stonegate", as the same is defined in the Recreation Declaration; and

WHEREAS, National assigned to Assignor all of National's right, title and interest as Declarant under the Mill Run Declaration and Recreation Declaration (collectively, the



"Declarations") pursuant to that certain Assignment of Declarant Rights dated May 14, 1992 and recorded on June 1, 1992 in Official Records book 1721, Pages 846 through 850-A, inclusive, of the Public Records of Collier County, Florida (the "National Assignment"); and

WHEREAS, in conjunction with the execution and delivery of the National Assignment, National also conveyed to Assignor title to certain portions of the land at Mill Run (the "Property"), which are subject to the terms of the Declarations; and

WHEREAS, Assignor has agreed to transfer to Assignee all of Assignor's right, title and interest under the Declarations as well as title to the Property pursuant to that certain Agreement of Sale between the parties dated as of January 15, 1993.

NOW, THEREFORE, for and in consideration of the sum of ten dollars (\$10.00), the receipt whereof is hereby acknowledged, and intending to be legally bound hereby, Assignor for itself and its successors and assigns does hereby remise, release, quit-claim, transfer, assign and set-over unto Assignee, its successors and assigns, all of Assignor's right, title and interest in and to (a) the Declarations, (b) the Association referred to and defined in the Mill Run Declaration and (c) the Recreation Association referred to and defined in the Recreation Declaration (collectively, the "Declarant's Rights"), and Assignee

does hereby accept and assume all obligations, duties and liabilities of the Declarant in, to and under the Declarations and above-referenced associations;

PROVIDED, HOWEVER, IT IS EXPRESSLY UNDERSTOOD THAT ASSIGNEE IS NOT HEREBY ASSUMING ANY OF THE LIABILITIES OF ASSIGNOR ARISING PURSUANT TO ASSIGNOR'S OR NATIONAL'S OBLIGATIONS OR DUTIES UNDER THE DECLARATIONS PRIOR TO THE DATE OF THIS ASSIGNMENT, AND THAT ALL SUCH LIABILITIES, IF ANY, SHALL REMAIN THOSE OF ASSIGNOR.

Assignor hereby covenants and warrants that it is the lawful owner of the Declarant's Rights and that it has full power and authority to assign the same and that the title hereto so assigned is clear, free and unencumbered, and that it will warrant and defend the assignment of the Declarant's Rights unto Assignee against the lawful claims and demands of all persons whomsoever.

By virtue of this Assignment of all of Assignor's interests in the Stonegate and Mill Run developments, Assignor hereby designates Assignee as the successor "Declarant" pursuant to paragraph 1.8 of the Recreation Declaration and paragraph 1.12 of The Mill Run Declaration. This Assignment shall also constitute a direction to and full authority to any issuer of, or party to, any of said Declarant's Rights to act at Assignee's written direction. Assignor hereby acknowledges and agrees that all such parties are hereby irrevocably authorized and directed to rely upon and comply with (and shall be fully protected by


Assignor in so doing) any written request, notice or demand made by Assignee with respect to any Declarant's Rights, or for performance of any undertaking thereunder.

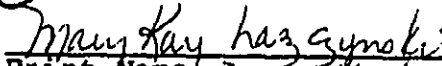
IN WITNESS WHEREOF, the parties hereunto have set their hands and seals as of the date first above written.

Signed and Acknowledged
in the presence of:

LUCIEN LAND COMPANY, INC.,
a Florida corporation


Print Name: John P. Fowler


By: 
Michael M. McArthur
Vice President



Print Name: Mary Kay Hasczynski

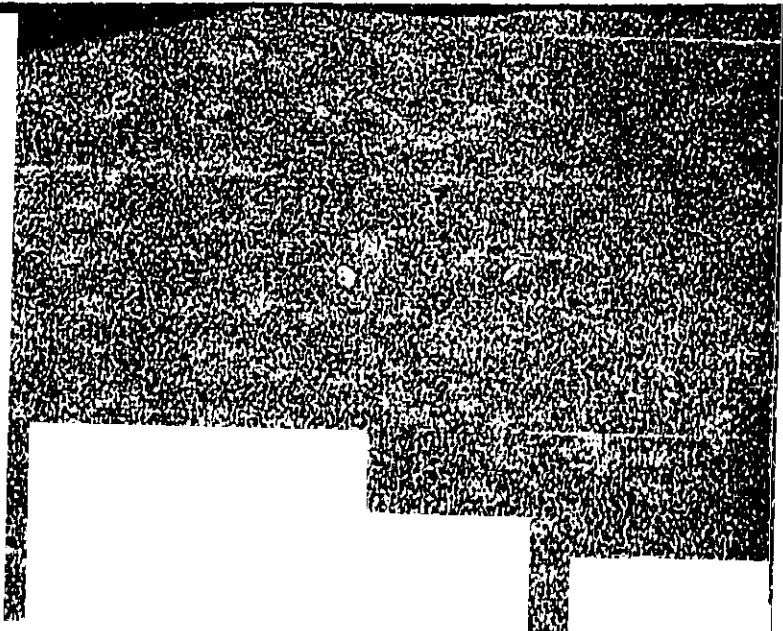
Signed and Acknowledged
in the presence of:

NAPLES CAPITAL DEVELOPMENT
CORPORATION, a Delaware
corporation


Print Name: STEPHEN E. THOMPSON

By: 
Name: Jeffrey A. Piippanen
Title: Assistant Secretary


Print Name: Margaret H. D'Amore



COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF ALLEGHENY)

SS:

The foregoing instrument was acknowledged before me this 25th day of January, 1993, by MICHAEL M. McARTOR, Vice President of Lucien Land Company, Inc., a Florida corporation, on behalf of said corporation. He is personally known to me or and did not take an oath.

Deborah L. Rusonis
NOTARY PUBLIC
NAME: Deborah L. Rusonis
(Type or Print)
My Commission Expires:

STATE OF FLORIDA)
)
COUNTY OF COLLIER)

SS:

NOTARY PUBLIC
DEBORAH L. RUSONIS, NOTARY PUBLIC
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES APRIL 28, 1993
Member, Pennsylvania Association of Notaries

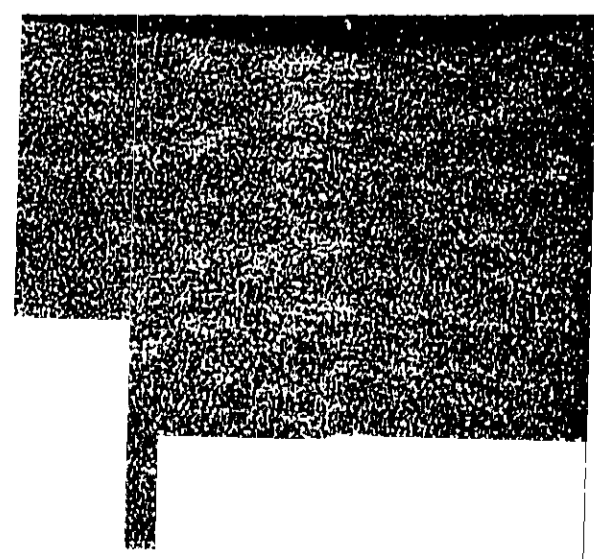
The foregoing instrument was acknowledged before me this 26th day of January, 1993, by Jeffrey A. Piipponen, (name of officer or agent) Assistant Secretary, (title of officer or agent) of Naples Capital Development Corporation, a Delaware corporation, on behalf of said corporation. He/She/It is personally known to me or (X) has produced FLORIDA DRIVER LICENSE (type of identification) as identification and did not take an oath. 2155-421-67-943

Margaret A. Starnore
NOTARY PUBLIC
NAME: Margaret A. Starnore
(Type or Print)
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JUNE 5, 1994
BONDED TO THE GENERAL INS. CO.



Recorded and Verified
in the Public Records of
COLLIER COUNTY, FLORIDA
DWAYNE E. BROCK, CLERK



Retn:

ROUTE & ADDRESS

3003 TAMiami TR W #270

NAPIES FL 33940

1921047 OR: 2042 PG: 1630

RECORDED in the OFFICIAL RECORDS of COLLIER COUNTY, FL

03/27/95 at 12:42PM DWIGHT B. BROCK, CLERK

REC FEE

10.50

AMENDMENTS TO THE MILL RUN DECLARATION CHARTER,
EASEMENTS, COVENANTS AND RESTRICTIONS
OF THE COMMUNITY ASSOCIATION FOR MILL RUN,
COLLIER COUNTY, INC.

The Declaration, Charter, Easements, Covenants and Restrictions of The Community Association for Mill Run, Collier County, Inc., a Community Association shall be amended as shown below:

NOTE 1

NOTE: New language is underlined; language being deleted is shown in ~~struck-through~~ type.

1. Exhibit "C" to the Charter, Easements, Covenants and Restrictions titled Mill Run Architectural Guide shall be amended as follows:

2. Article II shall be amended as follows:

All dwelling units must contain not less than ~~1800~~ 2100 square feet of livable enclosed floor area (exclusive of garages, carports, open or screened porches, terraces or patios). No dwelling unit or other structure shall exceed 30 feet in height.

2. Article III shall be amended as follows:

Roof lines shall be no less than a 5 to 12 slope unless the roof is a critical element to be proposed architecture. These exceptions will be considered on their individual merit.

Dimensional shingles, such as Presiqet II or Timber Line, or other approved materials such as split shake or tile roofing, will be required. In no case will three-tab shingles be allowed.

Roofing materials must be cement tile or wood shake shingles; asphalt shingles will no longer be allowed.

3. Article X shall be amended as follows:

A planting plan, plant list with sizes of all plant materials and cost breakdown by unit for each lot shall be submitted for approval by the Architectural Review Panel. Minimum retail landscape budgets for trees, shrubs and ground covers shall be ~~\$3,000~~ \$4,000. Sodding, irrigation, pavers, stepping stones, railroad ties, mulch, fertilizer and other non-living landscape materials shall not be considered as part of the minimum retail landscape budget.

(The balance of Article X is unchanged. See original Declaration for full text of Article X)

THE UNDERSIGNED, being the duly elected and acting President and Secretary respectively, of COMMUNITY ASSOCIATION FOR MILL RUN, COLLIER COUNTY, INC., a Florida corporation, not for profit, do hereby certify that by an appropriate majority vote of the Board of Directors, after due notice, the resolutions set forth below were approved and adopted by the votes indicated for the purposes of amending the Declaration, Charter, Easements, Covenants and Restrictions for Community Association for Mill Run, Collier County, Inc., as originally recorded at O.R. Book 1391 Pages 660 et seq., Public Records of Collier County, Florida.

1. The following resolution was approved and adopted by the affirmative vote of all members of the Board of Directors, present where a quorum was established.

RESOLVED: That the Exhibit "C", the Mill Run Architectural Guide for the Community Association of Mill Run, Collier County, Inc., be and is hereby amended in part in the form attached hereto and made a part hereof.

COMMUNITY ASSOCIATION FOR
MILL RUN, COLLIER COUNTY, INC.

By: *N. F. Hoffmeister*
President

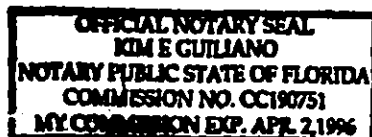
Lea Haven
Witness
Print Name: *Lea Haven*

Lisa M. Thuse
Witness
Print Name: *Lisa M. Thuse*

Attest:
Jeffrey Pappas
Secretary

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 13th day of March, 1995, by N.F. Hoffmeister, who is personally known to me or who has produced _____ as identification.



Kim E. Giuliano
Notary Public
My Commission Expires:

Kim E. Giuliano
Typed Name of Notary Public

AFTER RECORDING PLEASE RET.
ROETZEL & ANDRESS
3003 Tamiami Trail, N.
Suite 270
Collier Place I
NAPLES, FL 33940

RECORDED IN OFFICIAL RECORDS OF COLLIER COUNTY, FL
08/19/2002 at 08:58AM DWIGHT E. BROOK, CLERK
REC FEE 15.00

Instrument prepared by and return to:
Steven M. Falk, Esq.
Roetzel & Andress, A Legal Professional Association
850 Park Shore Drive
Third Floor
Naples, FL 34103
(941) 649-6200

Re: ROETZEL & ANDRESS
850 PARK SHORE DR 3RD FLOOR
NAPLES FL 34103

(Space above line for recording information)

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the duly elected and acting President of The Community Association for Mill Run, Collier County, Inc., a Florida corporation, not for profit, does hereby certify that at a duly called members' meeting held on May 13, 2002, where a quorum was present, and after due notice the amendment to the governing documents set forth on Exhibit "1" was approved and adopted by the members. The Mill Run Declaration Charter, Easements, Covenants and Restrictions was originally recorded at O.R. Book 1391, Pages 660 et seq., Public Records of Collier County, Florida.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and the seal of the corporation.

THE COMMUNITY ASSOCIATION FOR
MILL RUN, COLLIER COUNTY, INC.
(SEAL)

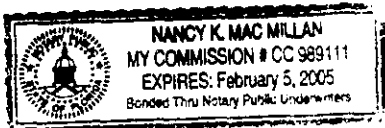
Patricia L. Gandy
Witness
Print Name: PATRICIA L. GANDY

By: Mark Slack
MARK SLACK
Its: President

Nancy MacMillan
Witness
Print Name: NANCY MACMILLAN

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 31st day of July, 2002, by MARK SLACK, President of The Community Association for Mill Run, Collier County, Inc., the corporation described in the foregoing instrument, who is personally known to me or who has produce as identification.



Nancy K. MacMillan
Notary Public, State of Florida
Nancy K. MacMillan
Printed Name of Notary Public
Serial Number: _____
My Commission Expires: _____

AMENDMENT TO MILL RUN DECLARATION

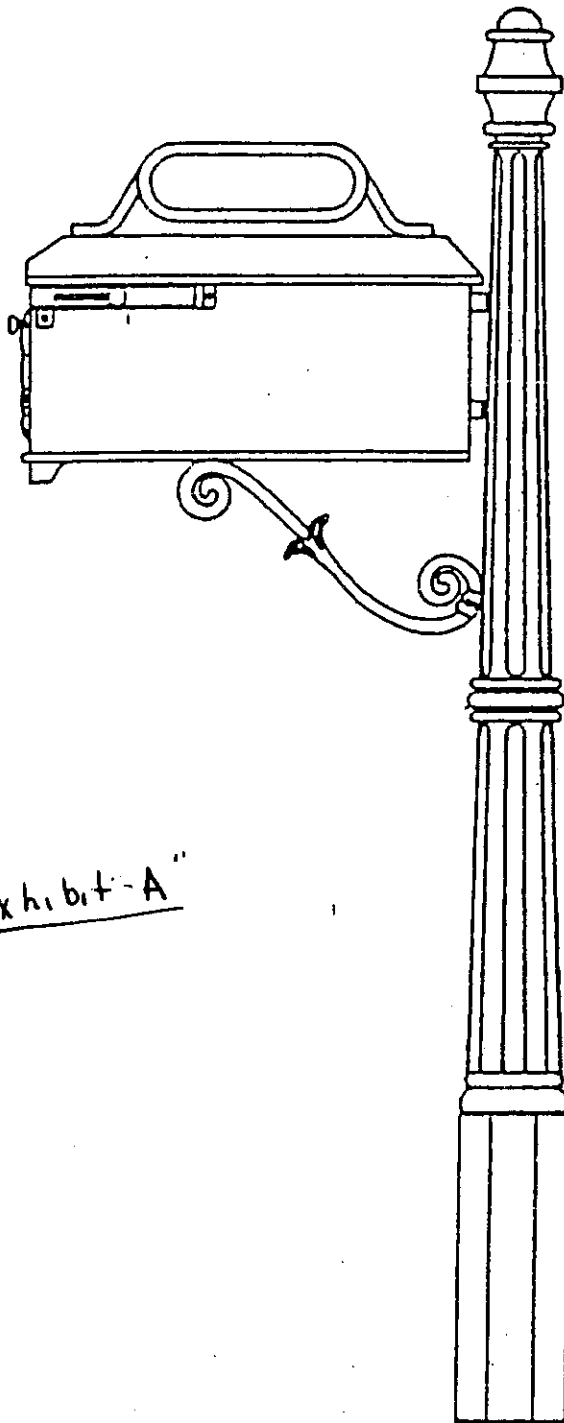
Additions indicated by underlining.

Deletions indicated by ~~hyphens~~.

Article XV. INSTALLATION OF MAILBOXES (new article)

The membership authorizes the Board of Directors to purchase and install new mailboxes on each lot in Mill Run of the type described in Exhibit "A". All new mailboxes will be limited common elements and the Association will be responsible for maintaining, repairing and replacing each mailbox. The mailbox described in Exhibit "A" shall be the style required for all new installations, and replaces the form of mailbox attached to the Architectural Guidelines (originally recorded as Exhibit "C" to the Declaration).

EXHIBIT 1



"Exhibit-A"

PREPARED BY:
RICHARD D. DeBOEST II, ESQ.
ATTORNEY AT LAW
2030 McGregor Blvd.
FORT MYERS, FL 33901
Tel: (239) 333-2992

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED being the President THE COMMUNITY ASSOCIATION FOR MILL RUN, COLLIER COUNTY, INC., a Florida non-profit corporation, does hereby certify that the attached Amendments to The Mill Run Architectural Guide were duly approved, adopted and enacted by the affirmative vote of all members of the Board of Directors at a meeting held on the 11th day of April, 2011 called for that purpose where a quorum was established. The Declaration was originally recorded in O.R. Book 1391, Page 660 et seq. of the Public Records of Collier County, Florida

Dated this 29th day of June, 2011.

WITNESSES:

(Sign) Paige Porio

(Print) Paige Porio

(Sign) Bonnie Nagan de Lestang

(Print) Bonnie Nagan de Lestang

**THE COMMUNITY ASSOCIATION,
FOR MILL RUN, COLLIER COUNTY,
INC.**

BY: [Signature]
President of the Association
Joe Racke

**STATE OF FLORIDA
COUNTY OF COLLIER**

The foregoing instrument was acknowledged before me this 29th day of May, 2011 by Joe Racke, as President of THE COMMUNITY ASSOCIATION OF MILL RUN, COLLIER COUNTY, INC., a Florida non-profit corporation, on behalf of said corporation. Said person is personally known to me or has produced _____ as identification and did (did not) take an oath.

NOTARY PUBLIC-STATE OF FLORIDA
Diana M. Carr
Commission #DD703467
Expires: AUG. 08, 2011
BONDED THRU ATLANTIC BONDING CO, INC.

NOTARY PUBLIC:
[Signature]
STATE OF FLORIDA (SEAL)
My Commission Expires:

**THE COMMUNITY ASSOCIATION FOR
MILL RUN, COLLIER COUNTY, INC.
AMENDMENTS TO ARTICLES III AND XIII
OF THE MILL RUN ARCHITECTURAL GUIDE**

Additions are underlined

Deletions are ~~struck through~~

III. ROOFING; ELEVATIONS

Roof lines shall be no less than a 5 to 12 slope unless the roof is a critical element to the proposed architecture. These exceptions will be considered on their individual merit.

~~Dimensional shingles, such as Prestique II or Timber Line, or other approved materials such as split shake or tile roofing, will be required. In no case will three tab shingles be allowed.~~

Roofing materials must be made of metal, cement tile or wood shake, slate, cement, terracotta tile, either barrel shaped tile or flat slate shaped including the "design shape" of pre-existing Prestique II or Timberline shingles. other materials shaped to look similar to the afore mentioned may be approved by the board of directors as new materials are developed ~~shingles; asphalt shingles will no longer be allowed.~~

The remainder of section III remains unchanged.

XIII. WALLS, HEDGES AND FENCES

When surrounding the immediate perimeter of a terrace or patio area and when attached to or adjoining the dwelling, a wall, ~~hedge~~, fence or other enclosure, not to exceed six feet in height, may be constructed, ~~grown~~ or maintained, which is located within the front, side and rear building setback lines of such lot. This restriction does not apply to completely enclosed screened areas attached to the dwelling.

No wall, hedge or fence on lots fronting on lakes shall be erected along the rear of such lot; any wall or hedge along the side of such lots may not extend beyond the rear setback line.

No wall, ~~hedge~~, fence or other structure of any kind shall be constructed, ~~grown~~ or maintained which is over a height of four feet where such wall, ~~hedge~~, fence or other enclosure is located along the side lot line between the front setback line and back lot line of such lot.

No hedges shall exceed the height of four (4) feet if within twelve (12) feet of the public roadway Existing hedges shall not be grown to or exceed the height of seven (7) feet along the side property lines of any property and the height of any rear property line hedges shall not be grown to or exceed the height of ten (10) feet.

All walls, hedges and fences must be approved by the Architectural Review Panel and the Board of Directors.