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Retn:
ANNIS MITCHELL ET AL
PICK UP

MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR INDIGO LAKES

This Declaration, made as of the date hereinafter set forth by KENCO DEVELOPMENT, INC., a Florida corporation (hereinafter referred to as "Declarant")

WITNESSETH:

WHEREAS, Declarant is the owner of the property located in Collier County, Florida, which is more particularly described as INDIGO LAKES, according to the Plat thereof to be recorded in the Public Records of Collier County, Florida; and

WHEREAS, Declarant wishes to provide for the preservation and maintenance of the appearance, values and amenities of Indigo Lakes, and to this end, desires to subject the Property to the terms, conditions, rights and obligations of this Master Declaration of Covenants, Conditions and Restrictions for Indigo Lakes (hereinafter, the "Declaration").

NOW, THEREFORE, Declarant hereby declares that all of the Property described in Exhibit "A," attached hereto and incorporated herein, shall be held, sold and conveyed subject to the following easements, covenants, terms, conditions and restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with the real Property and be binding on all parties having any right, title or interest in the described Property or any part thereof, their heirs, successors and assigns, and shall accrue to the benefit of each Owner thereof.

1.0 DEFINITIONS.

1.1 The following words and phrases, when used in this Declaration, shall have the following meaning:

1.1.1 "Articles" shall mean and refer to the Articles of Incorporation of Indigo Lakes Master Association, Inc.

1.1.2 "Association or Master Association" shall mean and refer to Indigo Lakes Master Association, Inc., a Florida corporation not-for-profit, its successors and assigns.

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1.1.3 "Builder" shall mean and refer to the initial purchaser of a Lot, purchased for the purpose of construction thereon of a single-family residence for resale. All Builders shall be properly licensed by the appropriate governmental agencies to undertake said construction.

1.1.4 "By-Laws" shall mean and refer to the By-Laws of Indigo Lakes Master Association, Inc.

1.1.5 "Board of Directors" shall mean and refer to the Board of Directors of Indigo Lakes Master Association, Inc.

1.1.6 "Conservation Area" shall mean and refer to that portion of Master Association property that is to be maintained in its natural or permitted state as may be designated on the Plat of Indigo Lakes, or designated by other means.

1.1.7 "Declarant or Developer" shall mean and refer to Kenco Development, Inc., a Florida corporation, and its successors or assigns, by a recorded instrument naming the successors or assigns. This shall not include any person, firm or corporation who acquires a Lot or other property within the Project.

1.1.8 "Indigo Lakes" shall mean and refer to the planned residential community developed or to be developed upon the Property herein defined and to be established in accordance with the laws, ordinances, rules and regulations of all governmental agencies having jurisdiction thereof.

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1.1.9 "Land Use Documents" shall mean and refer to this Master Declaration of Covenants, Conditions and Restrictions for Indigo Lakes, the Articles of Incorporation and the By-Laws of Indigo Lakes Master Association, Inc., and the Rules and Regulations adopted from time to time by the Master Association. The Land Use Documents shall also include any Supplemental Declarations of Covenants, Conditions and Restrictions, and Declarations of Condominium, which may be imposed upon or created in connection with the development of Residential Tracts, as well as the Articles of Incorporation, By-Laws, and other documents pertaining to any Neighborhood Association established in conjunction therewith.

1.1.10 "Lot" shall mean and refer to any single platted lot within the Project upon which a single-family residence, including a detached single-family home, attached townhouse or villa, duplex or triplex may be constructed. The term "Lot" includes lots improved by the construction of a residence and lots that have not been improved by the construction of a residence. The term "Lot" shall also mean and refer to any condominium unit designated as such by a recorded Declaration of Condominium creating a condominium within Indigo Lakes. If the plan of development does not include specific numbered lot designations, said Tracts will still be provided Common Area usage and shall be charged with Common Area expenses in accordance with the allocations set forth by the Declarant; however, instead of "Lots," the terms "Units," "Parcels" or other such designations may be made by the Tract developer on its Plat, Declaration or other appropriate document. Such designation shall be subject to the approval of the Master Association, which approval shall not be unreasonably withheld.

Nothing herein shall be construed to limit the form of ownership, subdivision or type of residential development (including, but not limited to, condominium, cooperative, multi-family or single family), all of which shall be determined by the developer of each Residential Tract in accordance with its desires and as may be permitted by the applicable governmental entities.

1.1.11 "Maintenance Assessment" or "Assessment" shall mean and refer to the Annual Assessment levied against the Lots and Residential Tracts for all maintenance, management and operation of the Master Association and its property, both real and personal.

1.1.12 "Master Association Documents" shall mean and refer to this Declaration, the Articles of Incorporation and By-Laws of Indigo Lakes Master Association, Inc., as the same may now exist or may hereafter be amended, and the Rules and Regulations adopted from time to time by the Master Association.

1.1.13 "Master Association Property or Common Area" shall include, but not necessarily be limited to, those areas of land within or without Indigo Lakes which are dedicated to or owned by the Master Association, any other property which is leased, licensed or used by the Master Association, or any property for which the Master Association has assumed responsibility of maintenance.

1.1.14 "Master Declaration" or "Declaration" shall mean and refer to this Master Declaration of Covenants, Conditions and Restrictions for Indigo Lakes.

1.1.15 "Member" shall mean and refer to those persons or entities entitled to membership in the Master Association as provided herein and in the Articles of Incorporation and the By-Laws of the Master Association.

1.1.16 "Neighborhood" shall mean and refer to each separately developed and denominated portion of the Project which is subject to a "Supplemental Declaration" or "Neighborhood Declaration," and which may be governed by a Neighborhood Association.

1.1.17 "Neighborhood Association" shall mean and refer to a property owners' association, homeowners' association, condominium association or any other such entity established for the purpose of managing and maintaining one or more Neighborhoods within the Project.

1.1.18 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Tract, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.1.19 "Project," "Property" or "Properties" shall mean and refer to the property described in Exhibit "A," attached hereto and incorporated herein, and such other property as may be brought within the jurisdiction of the Master Association and as may be submitted to these covenants.

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1.1.20 "Residential Tracts" shall mean and refer to those portions of the Property, which are identified in this Declaration, the Plat or otherwise as property designated for the construction of residential dwelling units.

1.1.21 "Rules" shall mean and refer to any and all rules and regulations duly enacted and established by the Board of Directors of the Master Association.

1.1.22 "Supplemental Declaration" shall mean and refer to any Supplemental Declaration of Covenants, Conditions and Restrictions that may be recorded in the Public Records of Collier County, Florida, submitting portions or all of the Project to additional covenants, conditions and restrictions.

1.1.23 "Surface Water Storm Water Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Florida law.

1.1.24 "Tracts" shall mean and refer to both non-residential and the Residential Tracts shown on the Plat of Indigo Lakes. Until such time as a plat or other instrument subdividing the Property, including without limitation, a declaration of condominium, has been recorded in the Public Records of Collier County, Florida, each Tract shall have that number of Lots which are attributed and assigned to it by Declarant. After the recordation of the plat, Declaration or other such instrument, which recordation may only occur with Declarant's consent, the number of Lots for such portion of the Tract shall be determined based on the number of Lots shown on the plat, Declaration or other such instrument. If less than the entire Tract is subject to a plat, Declaration or other such instrument subdividing the Property, the number of Lots assigned to the remainder of the Tract shall be determined by the Declarant.

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2.0 COMMON AREAS AND UTILITIES WITHIN LOTS.

2.1 Common Areas. The Common Areas may be expanded in Declarant's sole discretion by the dedication or conveyance of additional lands to the Master Association.

2.2 Additional Common Areas. Additional Common Areas may be set aside and conveyed to the Master Association as Residential Tracts are developed. By this provision, the Owners of the Residential Tracts agree to convey said Common Areas to the Master Association. Provided, however, each Neighborhood may maintain common areas for their exclusive use which will not be conveyed to the Master Association, nor included in the Master Association Common Areas.

2.3 General Easement. The Master Association shall at all times have the right to grant electric, telephone, gas, water, sewer, drainage, cable television, and any other utility or service easement or easements over and across the Master Association Property or any portion thereof without the consent of the Owners of any of the property encumbered by this

Declaration, provided however that any such granted easement does not destroy the intended usage of the portion of the Master Association Property over which such easement is granted.

2.4 Governmental Easement. There is hereby declared and granted to all governmental bodies having jurisdiction over the Property, their agencies, department employees and agents, a perpetual non-exclusive easement over and across the Master Association Property for the maintenance, repair, construction, and reconstruction of utilities, for providing police and fire protection; for the providing of sanitation services and other service customarily provided by said governmental bodies and for the enforcement of the laws of the United States of America, State of Florida and Collier County.

2.5 Common Property. The Declarant and all future Owners in Indigo Lakes stipulate and agree that all roads, streets, and other rights-of-way, together with all lakes, common landscape buffers, planting areas, bicycle paths, and walkways currently developed, being developed or to be developed in the future within the Project, which may serve or benefit the Master Association, shall be designated as Common Areas and shall be conveyed to the Master Association, subject to all matters of record, upon completion of all of the improvements to be located thereon, or, at the Declarant's discretion, upon turnover of control of an association which controls any of the real property encumbered by this Declaration. All such aforementioned parcels which do not serve or benefit the Master Association but are developed and maintained solely for the use of a Neighborhood Association, may be designated by the owner of the parcel as a Neighborhood Association common area, and the maintenance thereof shall be the responsibility of the Neighborhood Association. In any question regarding whether the parcels serve or benefit the Master Association and should be Master Association Common Areas, the decision of the Declarant shall control. The plat of Indigo Lakes may create landscape buffer easements on Lots within the Project which will not be conveyed to the Association, and which will be maintained by the Owner of the Lot on which it is located.

2.6 Use of Common Areas. Each Owner is hereby granted an irrevocable, non-exclusive easement and right to use the Common Areas, except as otherwise provided herein, and subject to the terms and conditions of this Declaration and any and all Rules promulgated by the Board of Directors of the Master Association. Said easement and right to use is not personal, but is appurtenant to and runs with the Property, is solely for Owners of Lots and Residential Tracts, their family members, invitees, guests and licensees, is not for the benefit of members of the public-at-large, and terminates automatically upon any Owner no longer owning any portion of the Property.

2.7 Ownership and Management of Common Areas. The Master Association shall exercise all rights of management of the Common Areas, including, without limitation, the right to reserve or grant further easements upon or under any part of the Common Areas and the Master Association shall administer, manage, operate, maintain, repair and replace, as necessary, all of the Common Areas and any improvements located thereon. The Board may promulgate rules and regulations and may thereafter modify, alter, amend, rescind, and augment any of the same as to the use, operation and enjoyment of the Common Areas.

2.8 Insurance on Common Areas. The Master Association shall obtain and maintain policies of insurance for the purpose of providing coverage for the Common Areas consisting of casualty and hazard insurance for the then full replacement cost of the improvements located

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thereon, including such coverage against loss or damage by fire, vandalism, windstorm or water; comprehensive public liability insurance; and fidelity insurance against dishonest acts on the part of officers, directors and employees of the Master Association. Subject to the foregoing coverage, the Board shall determine the insurers, the policy limits, and the coverage and substantive provisions of such policies.

2.9 Dedication of Common Areas. The Master Association may, upon the acceptance and approval of the applicable governmental entity, dedicate the limited-access private streets to the perpetual use of the public.

2.10 Maintenance Standards. All streets which are Common Areas within the Project shall be maintained by and at the expense of the Master Association to the standards prescribed by the applicable governmental entity, as its ordinances may be adopted or amended from time to time.

2.11 Damage to Common Areas. The Owner of a Lot, including Builders, shall be responsible for any expense incurred by the Association or the Declarant to repair or replace Common Areas or Association Property, including, but not limited to, improved rights-of-way, swales, drainage facilities and utility lines when such repair or replacement is necessary as a result of the negligent or intentional acts or omissions of the Builder, the Owner, his family, tenants, guests, agents or invitees. This shall specifically include repairs or replacements resulting from the action of the Owner's contractor in constructing any improvement on the Owner's Lot. Any such expense shall be a part of the Assessment to which the Owner's Lot is subject and shall be due and payable in the same manner as the Assessments provided for in these covenants.

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2.12 Drainage Easements. It shall be the duty of the Association to maintain the drainage easements, except those located on individual Lots, if the duty is not assumed by any governmental agency pursuant to a dedication agreement. Such duty shall include the obligation to cut grass, clear trees and brush, grade the soil or take any other similar action reasonably necessary to maintain reasonable standards of health, safety and appearance. Drainage flow shall not be obstructed or diverted from drainage easements. The Declarant may, but shall not be required to, cut drainways for surface water wherever and whenever necessary to maintain reasonable standards of health, safety and appearance. Provided, however, any maintenance, clearing, grading or cutting of drainways must be as permitted, or as approved by the South Florida Water Management District, pursuant to a permit modification.

2.13 Grant of Utility Facilities. The Declarant, for itself, its successors and assigns, hereby reserves the right to grant to the Board of County Commissioners of Collier County, Florida, as ex-officio the governing board of the Collier County Water-Sewer District, all utility easements, bills of sale, utility facilities warranty deeds and all other grants necessary to convey all water and sewer utility facilities within the Property to the Collier County Water-Sewer District. This reservation expressly includes the right to convey such facilities as are located on Lots or Tracts previously conveyed by the Declarant to an Owner or Builder. All deeds conveying a Lot or Tract shall be conclusively presumed to have incorporated therein this reservation, whether or not the reservation is specifically set forth in such deeds, and acceptance by an Owner or Builder of a deed shall be deemed acceptance by the Owner or Builder of the reservation and the Declarant's right to convey the utility facilities to the Collier County Water-

Sewer District. This reservation shall survive the closing of transfer of title to the Lots or Tracts and shall run with the land.

3.0 THE MASTER ASSOCIATION.

3.1 General. Indigo Lakes Master Association, Inc., a Florida corporation, not-for-profit, has been organized to, among other things, own, administer and maintain the Common Areas and to enforce the covenants, conditions and restrictions contained in this Declaration, any Supplemental Declaration, or any other Land Use Documents.

3.2 Membership. Membership in the Master Association shall be as set forth in the Articles of Incorporation and By-Laws of the Master Association.

3.3 Board of Directors. All of the powers and duties of the Master Association under this Declaration may be exercised by the Board of Directors of the Master Association or any duly authorized representative or agent of the Board of Directors, unless otherwise specifically delegated to the members of the Master Association under any of the Master Association Documents.

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3.4 Right to Enforce Member Land Use Documents. The Master Association shall have the right at any time to demand that any Land Use Documents, which are recorded and encumber any of the Lots or Residential Tracts, be enforced by the appropriate Neighborhood Association. If the Neighborhood Association fails or refuses to enforce any provision of any Land Use Document encumbering any of the Lots or Residential Tracts, then the Master Association shall have the right to enforce said Land Use Documents in the same manner and in place of the defaulting Neighborhood Association.

3.5 Right to Maintain Lots and Buildings Thereon. In order to preserve the beauty, quality and value of the Property, the Master Association shall have the right to enter upon any Lot on which there exists a violation of any covenant, condition or restriction set forth in any of the Land Use Documents to summarily abate, remove and cure such violation. Without limiting the foregoing, upon and during any such violation, the Master Association shall have the right to repair and paint building exteriors and fixtures attached thereto and to mow, maintain and clean lawn areas. Declarant hereby reserves unto itself, and grants to the Master Association, a perpetual easement appurtenant to, over and across the Lots for ingress and egress to so preserve and maintain the value of the Property. Any and all costs of such maintenance of a Lot or structure thereon shall be allocated and assessed by the Board upon the Lot so maintained. Such assessments shall be collected in the same manner as any other assessment levied by the Association.

4.0 CONSERVATION AREAS.

4.1 Establishment of Conservation Areas. The Declarant may designate areas as Conservation Areas which may be declared to be subject to a Conservation Deed Restriction pursuant to Section 704.06, Florida Statutes, in favor of the South Florida Water Management District, for the purpose of retaining and maintaining the Conservation Areas in their predominantly natural condition as a wooded water recharge, detention, percolation and environmental conservation area. In furtherance of this Conservation Deed Restriction, all of the

following uses of the Conservation Areas may be prohibited and restricted without the prior written consent of the South Florida Water Management District and the Master Association, to wit:

4.1.1 The construction, installation, or placement of buildings, fences, walls, signs, billboards or other advertising, utilities, roads, or any other structures and improvements on or above the ground of the Conservation Areas;

4.1.2 The dumping or placing of soil or other substances or materials as landfill or the dumping or placing of trash, waste, or unsightly or offensive materials;

4.1.3 The removal or destruction of trees, shrubs, or other vegetation from the Conservation Areas, with the exception of activities approved and permitted by the South Florida Water Management District to remove exotic or nuisance vegetation, or restoration in accordance with a District approved maintenance plan. Exotic vegetation may include, but is not limited to: Melaleuca, Brazilian pepper, Australian pine, and Japanese climbing fern. Nuisance vegetation may include cattails, primrose willow and grape vine;

4.1.4 The excavation, dredging, or removal of loam, peat, gravel, rock, soil, or other material substance in such a manner as to affect the surface of the Conservation Area;

4.1.5 Surface use, except for purposes that permit the land or water area to remain in predominantly natural condition;

4.1.6 Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation;

4.1.7 Acts or uses detrimental to such retention of land or water areas.

4.2 Term. Any Conservation Areas created and declared shall be perpetual.

4.3 Access. The South Florida Water Management District, its successors or assigns, shall have the right to enter upon any Conservation Area at all reasonable times and in a reasonable manner, to assure compliance with the aforesaid prohibitions and restrictions.

4.4 Enforcement. The prohibitions and restrictions upon the Conservation Area as set forth in this section may be enforced by the South Florida Water Management District or its successor agency by proceedings at law or in equity including, without limitation, actions for injunctive relief. The provisions of this Conservation Area restriction may not be amended without prior approval from the South Florida Water Management District.

4.5 Applicability. All rights and obligations arising hereunder are appurtenances and covenants running with the land of any Conservation Areas, and shall be binding upon, and shall inure to the benefit of the District, and its successors and assigns. Upon conveyance by the Declarant to the Master Association of any Conservation Area, the Declarant shall have no further liability or responsibility hereunder.

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4.6 Liability. Each Owner, its successors and assigns, shall be liable for any damage, destruction, contamination or other degradation to any Conservation Area or any part thereof which is brought about by the acts or omissions of the Owner, its family, guests, invitees, licensees or agents.

5.0 USE RESTRICTIONS.

5.1 General Prohibition. No residential dwelling, garage, outbuilding, structure or appurtenance of any kind, including additions or substantial alterations thereto, shall be erected, placed or maintained on any Lot or any portion thereof that does not conform to the standards, requirements, prohibitions and provisions of this Declaration. All such construction shall be performed, completed, erected, placed and maintained only in accordance with the plans and specifications required herein as approved by the Architectural Review Committee ("ARC").

5.2 Residential Use. No Lot shall be used in whole or in part for anything other than residential purposes, except for model residential dwelling units which may be maintained by the Builder or Declarant only for promoting the sale of residential dwellings within the Properties, and except for construction and sales trailers as may be permitted by Declarant and any applicable governmental entity. Other than conducting the sale of residential dwellings, no trade, traffic or business of any kind, whether professional, commercial, industrial, manufacturing or other non-residential use shall be engaged in or carried on upon any Lot, or any part thereof, nor other activities which may be or which may become an annoyance or a nuisance to the Properties or adjacent properties.

5.3 Further Subdivision or Replat of Lots. Owners (other than Declarant) may not subdivide or separate any Lot into smaller lots without the prior written consent of the ARC. However, an Owner may separate or subdivide a Lot if the separated or subdivided portions are combined with an adjacent Lot resulting in a larger buildable Lot. The combined Lot and a portion of a Lot will be deemed to be a single Lot for all purposes. Declarant shall have the right to modify the Plat to make adjustments to Lot boundary lines with the consent of Owners of the affected Lots. Declarant may make other adjustments to the Plat if Owners are not materially affected, or if all Owners who will be materially affected consent to the modification. Owners shall not unreasonably withhold their consent to an adjustment, and consent will be deemed given if the Owner does not object in writing to a request for the Owner's consent. Declarant also may replat a Lot or Lots to Common Property, to roadway, or to other legal purpose, without the consent of the other Owners, whereupon such re-platted Lot or Lots will no longer be deemed a "Lot." Declarant also may establish additional easements on a Lot or Lots without the consent of the other Owners.

5.4 Maintenance of Exterior. All dwellings, structures, buildings, outbuildings, walls, driveways and fences placed or maintained on any Lot or any portion thereof shall at all times be maintained in good condition and repair.

5.5 Occupancy Before Completion. No building or structure upon any Lot shall be occupied until the same is approved for occupancy by the governmental agency which is responsible for regulation of building construction and until it complies with the terms and provisions of these covenants and restrictions.

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5.6 Fences, Walls, Hedges, and Mass Plantings.

5.6.1 No hedge, or mass planting of any type exceeding three (3) feet above the finished graded surface of the grounds upon which it is located, shall be constructed, planted, placed or maintained upon any Lot without the written consent and approval of the ARC.

5.6.2 No fence, to be constructed on any Lot, shall be of wire, chain links, or cyclone style of fence, with the exception of a community perimeter fence, which may be installed by the Declarant or the Association to assure community privacy and limited access.

5.6.3 No fence or wall shall extend forward of the rear building line of any residence, except those used for screening purposes and in no case shall any fence or wall be built within ten (10) feet of the front building line of any residence. All fences or walls shall be in conformance with all local governing agency codes and set back requirements. No fence or wall shall be constructed on any lake front Lot beyond the rear building line of any residence. No fence or wall shall be constructed without the prior written consent and approval of the ARC. The foregoing provisions are not to be construed to preclude installation of retention walls and pool patio area screens if approved by the ARC.

5.6.4 All fences shall remain natural in color unless protective stains with color or paint are approved in writing by the ARC prior to application.

5.7 Noxious Vegetation. No Owner shall permit the growth of noxious weeds or vegetation upon a Lot or any part of the right-of-way between the street pavement and the front Lot line of a Lot. All Lots and such right-of-way areas shall be maintained in a green and sightly manner and all grass, weeds or other vegetation shall not be permitted to exceed six (6) inches in height.

5.8 Litter, Trash, Garbage. No articles of personal property shall be hung or shaken from the doors or windows of any building. No Owner shall sweep or throw onto a Lot any dirt or any other materials or otherwise litter in any way a Lot. No garbage, trash, refuse or rubbish shall be deposited, dumped or kept on any Lot except in closed sanitary containers. Such containers shall be kept in sanitary condition in an enclosed area attached to the dwelling and constructed in a manner approved by the ARC. Such containers shall be placed on the Lot for pickup at the times and in accordance with the requirements of the franchised garbage removal utility for the Properties.

5.9 Nuisances. No Owner shall cause on a Lot or permit to come from his Lot any unreasonable noises or odors. No Owner shall commit on his Lot or permit to occur on his Lot any nuisance, any immoral or illegal activity, or anything which may be an annoyance or a noxious or offense activity to the neighborhood.

5.10 Laundry. No clothes, sheets, blankets or other articles shall be hung out to dry in the side or front yards of any Lot, except in a service yard or yard enclosed by a lattice, fence,

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wall or other screening device. Nothing contained in these deed restrictions shall be in conflict with Florida Statutes 163.04, Renewable Energy Sources.

5.11 Parking. The parking of commercial vehicles, which description shall include vans, trucks (larger than a pickup truck), tractor-trailers, semi-trailers and commercial trailers, at any time on driveways or otherwise on a Lot, or Master Association Property is prohibited, except for loading and unloading purposes or when parked entirely within a closed garage permitted to be built under the provisions of these restrictions. The parking of pickup trucks or vans used in a trade or business, or which have any business markings or identification on any Lot is prohibited. The parking of any vehicle on Master Association Property is prohibited.

5.12 Maintenance and Storage of Boats and Vehicles. No maintenance or repair of any boat, automobile or any other motorized vehicle of any kind shall be permitted upon any Lot except within an enclosed garage. Boats, motor homes, campers, travel trailers and similar recreational vehicles may only be placed, kept or stored upon a Lot in a closed garage. Inoperable vehicles or vehicles under repair may only be placed, kept or stored upon a Lot in a closed garage.

5.13 Animals, Birds and Fowl. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that a reasonable number of dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. No kennel or other commercial animal operation shall be maintained on any Lot. In the event of a dispute as to whether the number of such cats, dogs or household pets kept upon any one particular Lot is reasonable, the decision of the Board of Directors shall control. Notwithstanding the foregoing provisions of this section permitting dogs, cats or other household pets, no such pets may be kept, raised or maintained on any Lot under circumstances which, in the good faith judgment of the Declarant or the Association, shall constitute an unreasonable annoyance or nuisance to other residences in the vicinity, or an unreasonable interference with the comfortable and quiet use, occupation and enjoyment of the Properties. The keeping of birds, barking dogs or other such noisy pets, except within the enclosed permanent walls of the residence and with windows closed, shall be prima facia evidence of unreasonable annoyance or nuisance. Any pet must be carried or kept on a leash when outside the Lot or fenced-in area. Each Owner shall be responsible for his pets and the pets of any person residing on his Lot. Any resident shall pick up and remove any solid animal waste deposited by his pet on the Common Areas or on other Lots, except in designated pet-walk areas, if any. The Board of Directors may require any pet to be immediately and permanently removed from a Lot due to a violation of this paragraph, or may seek other remedies as provided in this Declaration. The Board of Directors may grant written permission, in their discretion, allowing any Owner to keep on any Lot other animals not specifically permitted herein. Permission may be withdrawn at any time and may have specific restrictions placed on it by the Board of Directors, which may be modified by the Board of Directors from time to time, at its sole discretion.

5.14 Grounds and Yard Maintenance.

5.14.1 Grass, hedges, shrubs, vines, trees and mass plantings of any type on each Lot shall be kept trimmed and shall at regular intervals be mowed, trimmed and cut so as to maintain the same in a neat and attractive manner. Grass, lawns, flower beds and planted areas shall be maintained so as to be free from weeds, and no such areas shall be

allowed to be overgrown or in any way maintained in a less than neat manner. Any trees, shrubs, vines, grass and plants which die shall be promptly removed and replaced.

5.14.2 No weeds, vegetation, rubbish, debris, garbage, objects, waste, or materials of any kind whatsoever shall be placed or permitted to accumulate upon any portion of a Lot which would render it unsanitary, unsightly, offensive, or detrimental to the Lots in the vicinity thereof or to the occupants of any such Lots in such vicinity.

5.14.3 No building material of any kind or character shall be placed or stored upon any Lot so as to be open to view by the public or neighbors, unless such material will be used and is used within two (2) months for the construction of buildings or structures upon the Lot on which the material is stored.

5.15 Exterior Light Fixtures. No exterior lighting fixtures shall be installed on any Lot or residential dwelling without adequate and proper shielding of the fixture. No lighting fixture shall be installed that may become an annoyance or a nuisance to the residents of the Properties.

5.16 Excavations. No excavation for stone, gravel, dirt or earth shall be made on any portion of a Lot, except for the construction of dwellings, walls, foundations, swimming pools, structures and other appurtenances, for which plans and specifications for such excavations have been approved by the ARC.

5.17 Preservation and Maintenance of Slopes, Banks and Swales. No person shall reconstruct, damage or destroy, clear, open, reduce, remove, alter, modify or install any thing or improvement within, over or upon any bank, slope, swale, easement or Conservation Area without first obtaining approval from the ARC or Declarant. No construction or excavation in the proximity of any lake, canal, bank, slope or swale, shall be permitted which may substantially impair the stability of the character or drainage in said area.

5.18 Open Burning. Open burning to reduce solid waste on any Lot is prohibited.

5.19 Games and Play Apparatus. All games and play apparatus remaining outdoors for more than three (3) days shall be located at the rear or side of the dwelling, so as not to be visible from any street. The ARC may make exceptions and permit basketball backboards that are visible from the street, in its sole discretion. All permitted basketball backboards shall be a uniform white enamel pole and white or clear backboard.

5.20 Oil and Mining Operations. No oil or gas drilling, oil or gas development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil or gas wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring of oil or natural gas shall be erected, maintained or permitted upon any Lot.

5.21 Individual Water Supply. No individual water supply system shall be permitted on any Lot, except for a well and pump to provide water for a lawn sprinkler system or a heating and air conditioning system. In the event such a private water supply system is installed, it shall contain a filtering system intended to filter out minerals that will cause discoloration of drives, sidewalks and buildings.

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5.22 Individual Sewage Disposal System. No individual sewage disposal system shall be permitted on any Lot.

5.23 Air-Conditioning Units. No window or wall air-conditioning units shall be permitted on any Lot. Compressors and fans for central air-conditioning systems which are located outside the exterior of a building shall be adequately walled, fenced or landscaped to prevent any general viewing or unreasonable noise thereof.

5.24 Awnings. No awnings, canopies or shutters, including hurricane or storm shutters, shall be attached or affixed to the exterior of any building unless such awnings, canopies or shutters have been approved by the ARC.

5.25 Signs. Except for signs permitted by the Declarant, and except for signs utilized by the Declarant and Builders to advertise the sale of Lots or dwelling units, and except as otherwise permitted by the Board of Directors, no sign of any character shall be displayed or placed upon any Lot or living unit except "for rent" or "for sale" signs, which signs may refer only to the particular premises on which they are displayed, and which may not exceed 12" x 18" in size.

5.26 Temporary Structures. No structure of a temporary character, whether a trailer, tent, shack, garage, barn or any other such building, shall be placed on any Lot. However, a temporary storage or outbuilding for materials and supplies may be used in connection with and during the construction of a dwelling, provided that it be removed immediately from the Lot upon the completion of such construction.

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5.27 Antennae and Aerials. No exterior antennae of any kind shall be placed upon residences at a height greater than the highest point of the roof, nor shall any such antennae be visible from any street. No earth satellite signal reception equipment shall be visible from any street, and all such equipment shall be screened from other Lots within the Property. Notwithstanding the foregoing, nothing herein shall be deemed to require that the installation of an antenna be in a location from which an acceptable quality signal may not be received. Each antenna shall be secured such that it does not jeopardize the safety of any structure or the safety of any person. All antennas shall be installed and secured in a manner which complies with all applicable local and State laws and regulations and manufacturers instructions.

5.28 Sales Office of Declarant. Notwithstanding anything in this Declaration to the contrary, Declarant, and its assigns, may construct and maintain a sales office, together with a sign or signs relating thereto, on Lots or a Lot of its choosing until such time as all of the Lots have been sold. The design of such sales office and any signs and appurtenances thereto shall not be subject to approval by the ARC.

5.29 Proviso. Provided, however, that until the Declarant has completed all of the contemplated improvements and closed upon the sale of all the Lots in the Project, neither the Owners nor the Association shall interfere with the contemplated improvements and the sale of the Lots. Declarant may make such use of the unsold Lots and Common Property as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, maintenance of models, showing of the Property and the display of signs.

5.30 Lot Repurchase Rights of Declarant. If issuance of a building permit and commencement of construction of improvements on a Lot has not occurred within two (2) years from the conveyance of a Lot by the Declarant, or its successors and assigns, then the Declarant, or its successors and assigns, shall have the right, at its option, to repurchase the Lot from the current Owner. The repurchase price shall be the original purchase price of the Lot from the Declarant or its successors and assigns. The Owner/seller of the Lot shall be responsible for the documentary stamp tax on the repurchase deed and the cost of the title examination fee, title search fee and owner's title insurance premium for the title policy to insure that marketable title is conveyed to the Declarant. Declarant's only closing costs will be the cost of recording the deed. Closing shall occur within thirty (30) days after notice by Declarant to the Owner of the Declarant's exercise of its option to repurchase.

Notwithstanding the foregoing, the repurchase rights of the Declarant shall not encumber or be applicable to any Lot to which title has at any time passed through foreclosure by an institutional first mortgagee or through a deed in lieu of foreclosure to an institutional mortgagee.

6.0 COVENANT FOR MAINTENANCE

6.1 Maintenance and Operation of Surface Water and Storm Water Management System. The Master Association shall be responsible for the maintenance, operation and repair of the surface water or storm water management system located in the Master Association Common Areas. Maintenance of the surface water or storm water management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or storm water management capabilities as permitted by the South Florida Water Management District. Any repair or reconstruction of the surface water or storm water management system shall be as permitted, or if modified as approved by the South Florida Water Management District. The South Florida Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or storm water management system.

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6.2 Maintenance of Drainage and Landscape Buffer Easements. It shall be the duty of the Master Association to maintain the drainage easements and landscape buffer easements located in the Master Association Common Areas, if such duty is not assumed by any governmental agency pursuant to a dedication agreement. This duty shall include the obligation to cut grass, cut any trees, bushes or shrubbery, make any gradings of the soil, or take any other similar action reasonably necessary to maintain reasonable standards of health, safety and appearance. Drainage flow shall not be obstructed or diverted from drainage easements. The Master Association may, but shall not be required to, cut drainage for surface water wherever and whenever necessary to maintain reasonable standards of health, safety and appearance; provided, however, any maintenance, clearing, grading or cutting of drain ways must be as permitted, or as approved by South Florida Water Management District, pursuant to a permit modification.

6.3 Off-Site and On-Site Drainage Improvements. All drainage improvements (except those located on individual Lots) which service any of the Lots or Residential Tracts shall be

maintained by the Master Association as if they were Master Association Property, unless such maintenance is the responsibility of a governmental body or other entity.

6.4 Maintenance of Conservation Area. The Master Association shall be responsible for maintaining any Conservation Area in its natural condition and to see that the Conservation Area is maintained in accordance with the South Florida Water Management District, Surface Water Management or Wetland Resource Permit.

7.0 COVENANT FOR MAINTENANCE ASSESSMENTS.

7.1 General Purposes. The Master Association is organized for the purpose of providing common services to the Lot and Tract Owners; owning and maintaining landscaping and lighting on the Master Association Property; maintaining the Landscape Buffer and drainage easements; maintaining the Conservation Areas and Master Association Property; maintaining the surface water and/or storm water management systems; providing enforcement of the Master Association Documents and engaging in activities for the mutual benefit of the Owners. The Master Association shall have the right to increase or reduce the services it provides by affirmative vote of the members in accordance with the By Laws of the Master Association. In order to pay for these services, the Master Association will charge Assessments against the Lots, Tracts and their Owners. All properties dedicated to and accepted by the Master Association, Collier County, the Collier County Water Sewer District or any other public or quasi-public authority shall be exempt from Assessments.

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7.2 Obligation for Assessments. Each Owner of a Lot or Residential Tract shall be personally obligated for their proportionate share of the Assessment coming due during the time such Owner owned the Lot or Residential Tract. Provided, however, the Declarant may, but shall not be obligated to, reduce the Assessment due during ownership of a Lot by a Builder.

7.3 Collection of Assessment.

7.3.1 If any Residential Tract has been platted or condominiumized and a Neighborhood Association has been formed for the operation and maintenance of said developed Residential Tract, then that Neighborhood Association shall be responsible for collecting and remitting Assessments to the Master Association. In the event said Neighborhood Association fails or refuses to collect the Master Association Assessments, then the Master Association may elect to collect the Assessment directly from the Lot Owners. Provided, however, and notwithstanding the foregoing, while a declarant under any Neighborhood Association is in control of the association, the Neighborhood Association declarant may be excused from payment of all or a portion of its share of the Master Association expenses and Assessments related to its Lots by the Declarant and may pay less than a full assessment until the earlier of (i) when the declarant conveys title to a Lot to a third party, or (ii) six (6) months after the declarant takes title to a Lot, or (iii) until such time as the declarant no longer is in control of the Neighborhood Association. At that time, a full assessment will assessed against the Lot.

7.3.2 If any Residential Tract has not been developed then the assessment shall be paid by the owner or owners of the Residential Tract directly to the Master Association.

7.3.3 If any Residential Tract has been developed, but a Neighborhood Association has not been created for the governance of such Tract, the Master Association shall be responsible for collecting all assessments.

7.4 Allocation of Assessments. The total Maintenance Assessment shall be allocated and assessed to the Lots at a uniform rate for each Lot, regardless of whether the Lot is a platted single-family lot, attached villa, condominium unit or some other subdivision of the Property.

7.5 Creation of Lien for Maintenance Assessments. All Lots and Residential Tracts are subject to a continuing lien to secure the payment of Maintenance Assessments due to the Master Association in accordance with the provisions of this Declaration; provided, however, a declarant under any Neighborhood Association may be excused from payment of its share of the operating expenses and assessments of the Neighborhood Association by the Declarant. This continuing lien will also secure interest on unpaid Assessments and the costs of collecting unpaid Assessments including reasonable attorney's fees. The Master Association shall have the right to a lien on each Lot or Residential Tract for unpaid Assessments, unless exempted herein. The lien will be effective from and after recording a Claim of Lien in the Public Records of Collier County, Florida, stating the Lot or Tract description, the name of the record Owner, the amount due, and the due date. The lien will remain in effect until all sums due to the Master Association have been fully paid. All Lots and Tracts shall be sold subject to the terms and provisions of the continuing lien described in this paragraph. The Master Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Master Association setting forth whether the assessments on a specific Lot or Tracts has been paid. A properly executed Certificate of the Master Association as to the status of assessments on a Lot or Tract is binding upon the Master Association as of the date of its issuance.

7.6 Annual Assessments. The Board of Directors shall fix the amount and the due date of the Maintenance Assessment annually, not later than January 1 of each year. Initially, all Assessments shall be payable in one annual installment. The Board of Directors shall notify the Owners of each Lot or Tract or their representative Neighborhood Association of the amount and the date on which the Assessments are payable and the place of payment.

7.7 Special Assessments. The Board of Directors may levy a special Assessment against some or all Lots and Residential Tracts or portions thereof to pay in whole or in part for the cost of any repair or replacement of an existing capital improvement or for the construction/acquisition of a new capital improvement without the concurrence of the Owners of any Lot or Residential Tract.

7.8 Effect of Non-Payment of Assessments. Any assessments not paid within thirty (30) days after the due date may be assessed a late charge of $25.00, together with interest from the due date at the rate of eighteen percent (18%) per annum, until paid. The Master Association may bring an action against the Owner of the Lot or Tract personally for payment of the Assessment and may enforce its lien for the Assessment by foreclosure and/or any other means available under the law (including suit to recover a money judgment without thereby waiving the lien to secure same). All payments received by the Master Association shall be applied first to any interest accrued, then to any administrative or late fee, then to any costs and fees, including attorneys' fees incurred in collection, and then to the delinquent assessment. The Board of

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Directors may waive late charges and/or payment of interest on an Assessment, but may not waive payment of the Assessment. No Member of the Master Association nor any member of a Neighborhood Association may waive or otherwise escape liability for Assessments by non-use of Master Association Property, or by abandonment of the Lot or Tract owned by such Owner. In an action to enforce any assessments, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, including attorneys' fees and costs on appeal.

7.9 Subordination of Lien to Mortgages. The lien of any Assessment authorized by this Declaration shall be subordinate to the lien of any institutional first mortgage on any Lot or Tract, as long as all Assessments levied against the Lot or Tract, which fell due on or prior to the date the Mortgage is recorded, have been paid. The liens of such Assessments shall be extinguished, but not the personal liability of the prior Owner for such Assessments. Although the acquirer of title, its successors and assigns, shall not be liable for that share of the common expenses or Assessments chargeable to the Lot or the Owner thereof, which became due prior to the acquisition of title by such institutional first mortgagee or purchaser at its foreclosure sale, such unpaid share of expenses or Assessments shall be deemed to be common expenses collectible from the Owners of all the Lots of the Tract, including the acquirer, its successors and assigns. The sale or transfer of any Lot or Tract pursuant to an institutional first mortgage foreclosure proceeding or by a deed in lieu of foreclosure to an institutional first mortgagee shall extinguish the lien for Assessment, which fell due prior to the date of such sale, transfer or foreclosure, but not for Assessments which fall due after such date.

7.10 Capital Contribution. The Board may, at its sole discretion, require the payment of an initial capital contribution upon the sale or other conveyance of a Lot. This capital contribution shall be paid to the Master Association at closing, and the Master Association shall have the right to lien a Lot for nonpayment of the capital contribution and enforce its rights in the same manner as for an Assessment described herein.

7.11 Declarant's Guarantee. Notwithstanding any provision of this Declaration or the Master Association's Articles or By-Laws to the contrary, the Declarant shall not be obligated for, nor subject to, any annual Assessment for any Lot, Tract or parcel which it may own, provided the Declarant shall be responsible for paying the difference between the Association's expenses of operation otherwise to be funded by annual Assessments and the amount received from Owners, other than the Declarant, in payment of the annual Assessments levied against their respective Lots or Tracts. Such difference, herein called the "Deficiency," shall not include any reserve for replacement, operating reserves, depreciation reserves, capital expenditures or special Assessments. The Declarant shall not be responsible for any of such reserves. The Declarant may at any time give sixty (60) days' written notice to the Association of its intention to terminate its responsibility for the Deficiency, and waiving its right to exclusion from annual Assessments. Upon the conclusion of the sixty (60)-day period, each Lot or Tract owned by the Declarant shall thereafter be assessed at twenty-five percent (25%) of the annual Assessment established for Lots or Tracts owned by Members other than the Declarant. Upon transfer of title of a Lot or Tract owned by the Declarant, the Lot or Tract shall be assessed in the amount established for Lots or Tracts owned by Owners other than the Declarant, prorated as of and commencing with the date of transfer of title. The Declarant may assign this right to guarantee the Deficiency, in whole or in part, to any sub-developer or declarant of a Neighborhood Association.

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8.0 ARCHITECTURAL REVIEW COMMITTEE.

8.1 Architectural Review Committee. The Board of Directors shall appoint an Architectural Review Committee (the "ARC") consisting of not less than three (3), nor more than five (5) members who need not be members of the Association. Members of the ARC shall serve at the pleasure and direction of the Board of Directors. Members of the Board of Directors may serve on the ARC. A majority of the ARC shall constitute a quorum to transact any business of the ARC, and the action of a majority of the entire committee present at a meeting at which a quorum is present shall determine the action taken by the ARC. Any vacancy occurring on the ARC for any reason whatsoever shall be filled by the Board of Directors. No member of the ARC shall be entitled to any compensation for services performed hereunder. The Committee may designate a representative to act for it, which representative need not be a member of the Committee. The designation of said representative shall be in writing and signed on behalf of the Committee by a majority of its members. All members of the Committee, or its designated representatives, shall serve one (1)-year terms once appointed/elected. Notwithstanding the foregoing, as long as Declarant owns at least one (1) Lot, Declarant will be entitled to appoint not less than one (1) ARC member.

8.2 Prior Approval Required. No improvement or structure of any kind, including, without limitation, any dwelling, building, wall, fence, swimming pool, tennis court, or screen enclosure, shall be constructed, erected, placed or maintained on any Lot; no landscaping or planting shall be commenced or maintained upon any Lot, and no addition, alteration, modification or change to any such improvement, structure, landscaping or planting shall be made without the prior written approval of the ARC, pursuant to the terms set forth below.

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8.3 Submittal of Plans and Specifications. Two (2) complete sets of plans and specifications for proposed construction and landscaping shall be submitted to the ARC for review, and no foundation shall be poured or construction or landscaping commenced until such time as said plans and specifications have been approved by the ARC. Such plans and specifications shall be reviewed for compliance with all Land Use Documents, and shall include the following:

8.3.1 Site Plan, which shall indicate the following:

8.3.1.1 The location, shape and dimensions of all improvements and their distances from all Lot boundaries.

8.3.1.2 Finish floor elevations for all improvements.

8.3.1.3 Grading plan for Lot, including the intended method to be utilized in disposing of water runoff, which method must be consistent with overall drainage plan for the Project.

8.3.1.4 The location of all trees that are more than four (4") inches in diameter.

8.3.1.5 The location of all drives and sidewalks.

8.3.1.6 The location of all walls, fences, hedge rows or other screening.

8.3.2 Outline of Specifications of Proposed Materials, including but not limited to the following:

8.3.2.1 Exterior color plans.

8.3.2.2 Nature, type, texture and color of materials.

8.3.2.3 Estimated cost of construction.

8.3.3 Floor Plan or Plans.

8.3.2.1 Minimum scale 1/8" = 1'0".

8.3.2.2 Maximum height - 2 stories.

8.3.2.3 Indicate major and ancillary spaces with sizes, including swimming pools, etc.

8.3.4 Elevations.

8.3.4.1 Minimum scale 1/8" = 1'0".

8.3.4.2 All views, including swimming pool enclosures, fences, etc.

8.3.4.3 Elevations shall be compatible with existing community buildings.

8.3.4.4 All insect screening shall be gray, bronze or black.

8.3.4.5 Approved exterior materials are stucco, wood, natural stone, coquina, or brick and any combination thereof.

8.3.4.6 All materials shall be consistent on all elevations

8.3.4.7 Solar panels will be shown, if planned, and should blend into the structures as much as possible.

8.4 Powers and Duties of the ARC.

8.4.1 The ARC shall not approve any improvement, structure, landscaping or planting, if such improvement, structure, landscaping or planting would violate this Declaration, any Supplemental Declaration, or any other applicable Land Use Document.

8.4.2 The ARC shall provide each Lot with a written instrument acknowledging receipt by the ARC of all required materials necessary for ARC review and approval. The thirty (30)-day review period (the "Review Period") provided for herein shall commence

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to run from the date of said letter. The ARC may also request, in writing, the submission of additional information and materials as may be reasonably necessary for the ARC to evaluate the proposed construction, landscaping or alteration. The Review Period shall be tolled upon a request for additional information by the ARC, and shall not recommence until such additional information and materials are provided, in acceptable form, to the ARC. The ARC shall have the right to refuse to approve any proposed plans or specifications, which, in its sole discretion, would result in a violation of any of the Land Use Documents.

8.4.3 The ARC may approve modes, plans, color schemes, elevations, materials, designs and landscaping plans, floor plans, site plans, materials, etc., at the request of a Builder, and the Builder Owner may use these approved items in the construction of residences subsequent to the initial residence for which approval was sought. In the event of receipt of such approvals from the ARC, the Builder/Owner will not thereafter be required to resubmit these items to the ARC before commencing construction of another residence, unless the Builder/Owner intends to deviate from the approved items.

8.4.4 The ARC shall evaluate all plans and specifications utilizing standards of the highest level as to the aesthetics, materials and workmanship and as to suitability and harmony of location, structures and external design in relation to surrounding topography, structures and landscaping. Any and all approval or disapproval of the ARC shall be in writing and shall be delivered to the Board of Directors and the respective Lot Owner. In the event the ARC fails to approve or to disapprove in writing any proposed plans and specifications within the applicable Review Period, such plans and specifications and any and all other reasonably requested information and materials related thereto, then said plans and specifications shall be deemed to have been approved by the ARC. In the event any required approvals are not obtained prior to commencement of the improvements, or in the event improvements are made which vary from those approved, it shall be deemed that no approvals were given and that a violation and breach of this Declaration has occurred, and all enforcement provisions contained herein shall be applicable.

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8.4.5 All ARC approvals will expire within six (6) months of written approval, unless construction is commenced, except as to approvals to Builders, which shall expire within two (2) years of written approval, unless construction is commenced. The ARC may grant a greater period of time to commence said construction or may grant an extension of the six (6)-month and two (2)-year periods. The repair of any building damaged by fire or otherwise shall be completed reasonably promptly. The failure of an Owner to complete any such repairs or reconstruction for a period of more than six (6) months, or the failure to remove damaged debris from a Lot for a period of more than one (1) month shall be deemed unreasonable.

8.4.6 The ARC shall promulgate such further rules and regulations as it deems necessary for the processing of applications to the ARC. The foregoing rules and regulations shall be subject to the approval by the Board of Directors.

8.5 Variances.

8.5.1 The ARC or Declarant may authorize variances from compliance with any of the architectural provisions of this Declaration or any Supplemental Declaration (including, but not limited to building lines/setbacks), when circumstances such as topography, natural obstructions, hardship, aesthetics or environmental considerations require. Such authorizations will be in the sole discretion of the ARC or Declarant and shall be evidenced in writing and signed by a majority of the ARC or by the Declarant.

8.5.2 If such variances are granted, no violation of the covenants, conditions, and restrictions contained in this Declaration or any Supplement Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration, or of any Supplemental Declarations for any purpose, except as to the particular Lot and particular provisions hereof covered by the variance. Nor shall such variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the Lot, including, but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority.

9.0 MEMBERSHIP AND VOTING RIGHTS.

9.1 Membership. The Declarant and every Owner shall be a member of the Master Association. Membership shall be appurtenant to and may not be separated from ownership of a parcel, Lot or Tract in Indigo Lakes. Members' rights, powers, duties and privileges shall be as set forth in the Master Association Documents. The Master Association shall have two (2) classes of membership, as follows:

9.1.1 Class "A". Class "A" members shall be all Owners of Lots, Tracts or other property within Indigo Lakes, other than the Declarant.

9.1.2 Class "B". The Class "B" member shall be the Declarant. Unless the Declarant earlier terminates this membership, the Class "B" membership shall terminate upon turnover of control of the Master Association to Members other than the Declarant, at which time the Class "B" membership shall be converted to Class "A" membership.

9.2 Voting. The voting rights of the classes of membership are as follows:

9.2.1 Class "A". Except for the rights of Owners of Tracts set forth below, Class "A" members shall be entitled to one vote for each Lot which they own, regardless of whether the Lot is a platted single-family lot, villa or condominium unit. There shall only be one vote for each Lot owned by an Owner.

9.2.2 Class "B". Class "B" members shall be the Declarant. The rights of the Class "B" member, including the right to approve action taken under this Declaration and the By-Laws, are specified throughout this Declaration and the By-Laws. The Class "B" member shall be entitled to appoint all members of the Board of Directors prior to

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turnover of control of the Board to members other than the Declarant. The Class "B" member shall have two times the number of total votes held collectively by all Class "A" members, plus one vote.

9.2.3 Assignment of Votes. Prior to the subdivision of a Residential Tract into separate Lots by plat, declaration of condominium or other means, the Declarant may, in its sole discretion, assign the number of votes, if any, to each Residential Tract. Any dispute as to the number of votes assigned to a Residential Tract shall be decided by the Declarant, whose decision shall be final. The number of votes which the Declarant shall attribute to a Residential Tract shall be the number of residential dwelling units that may be built on such Residential Tract. The Declarant shall incur no liability and shall be held harmless by the Master Association and Owners in the event that the number of votes attributed to a Residential Tract differs from the number of residential dwelling units actually built on such Residential Tract. At such time as a Residential Tract, or a portion thereof, is subdivided into Lots by the recording of a subdivision plat, declaration of condominium or other means, the number of votes attributed to the Residential Tract shall be adjusted to reflect the actual number of Lots contained in the Residential Tract.

9.3 Neighborhood Voting Representatives. No Member shall have the power to vote at Master Association meetings other than as described herein. If a Neighborhood Association is created to administer a portion of the Property, each Neighborhood Association shall appoint a representative who, on behalf of its members, shall cast the votes of the members on Master Association matters. It shall be conclusively presumed for all purposes of Master Association business that the action of the Neighborhood Representative is within the authority and consent of the members of the Neighborhood. Owners of Lots not located within a Neighborhood governed by a separate Neighborhood Association shall cast their votes individually at Master Association meetings.

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10.0 GENERAL PROVISIONS

10.1 Violation and Enforcement. The Master Association, Declarant or applicable governmental agency (including the South Florida Water Management District as to those matters over which such agency are given jurisdiction herein) or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure of the Master Association, Declarant, applicable governmental agency or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any action for enforcement brought hereunder, the prevailing party shall be entitled to all costs and reasonable attorneys' fees, including attorneys' fees through appellate proceedings. In the event the Declarant, the Master Association, the applicable governmental agency or Owner has expended funds in connection with the curing of such violations, then and in such event the funds so expended shall become a lien upon the Lots or Tracts, which lien is enforceable in accordance with the provisions above.

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

10.3 Duration, Modification, and Amendment.

10.3.1 Except as the same may be changed, modified, or amended, as provided for hereafter, the terms, covenants and restrictions of this Declaration shall run with and bind the Property for a term of twenty (20) years from the date this Declaration is recorded, at which time they shall be automatically extended for successive periods of ten (10) years, unless modified or terminated by a duly recorded written instrument executed in conformance with the requirements described below.

10.3.2 Until the Declarant turns over control of the Master Association to Members other than the Declarant, the Declarant may unilaterally change, modify, or amend any provision of this Declaration in whole or in part by executing a written instrument making such changes and having the same duly recorded in the Public Records of Collier County, Florida.

10.3.3 After turnover of control of the Master Association from the Declarant to Members other than the Declarant, amendments to this Declaration may be made upon the approval by two-thirds (2/3) of the total membership vote. Such action may be taken at any annual or special meeting of the Master Association, or by certified written ballot, as long as written notice of such proposed action or amendment is given in the notice of the meeting or scheduled vote. Upon approval by the necessary vote, any amendment to this Declaration shall become effective upon the recording of the amendment in the Public Records of Collier County, Florida.

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10.3.4 Any amendment to the Declaration which alters the surface water or storm water management system beyond maintenance of its original condition, including the water management portions of the Master Association Property, must have the prior approval of the South Florida Water Management District.

10.3.5 Notwithstanding any provision herein to the contrary, no amendment may be made to this Declaration which materially affects the rights of the Declarant without the Declarant's prior written consent.

10.3.6 Prior to turnover of control of the Association to Members other than the Declarant, the Declarant specifically reserves the right to add additional property to the Association and subject such property to the terms and conditions of this Declaration, or to remove property from the Association and release such property from the terms and conditions of the Declaration by recording an amendment, executed solely by the Declarant, in the Public Records of Collier County, Florida.

10.4 Mortgage or Conveyance of Common Area. In addition to the approvals required above, any mortgage or conveyance of the Master Association Property, or any portion thereof, shall require the same consent as is required for the amendment of this Declaration. If ingress or egress to any Lot or Tract is required through the Master Association Property, or any portion of it, any conveyance or encumbrances of such area shall be subject to an easement for ingress and egress in favor of the affected Lot Owner or Tract Owner.

10.5 Future Development within the Project. The Declarant reserves to itself the sole and absolute right to determine the timing, method of ownership, and manner of development of any and all of the Property encumbered by this Declaration. In no event shall any provision of this Declaration be construed as imposing upon the Declarant any obligation whatsoever to submit to the jurisdiction of the Master Association and to submit to the provision of this Declaration, any additional property, improvements or Lots or Tracts other than those hereby or heretofore submitted.

10.6 Notice of Right to Record Supplemental Declarations. The Declarant reserves to itself the right, without the consent of any Builder, Owner or any other person or entity, to subject the Property or specific portions of the Property to further covenants, conditions and restrictions by recording a Supplemental Declaration in the Public Records of Collier County, Florida. It is the intent of the Declarant to place additional architectural, building, landscaping and use restrictions on different portions of the Property.

10.7 Conflicts. If there is a conflict between any provisions of this Declaration and any Supplemental Declaration, the Master Association's By-Laws or Articles of Incorporation, this Declaration shall control. If there is a conflict between any of the provisions of the Master Association Documents and the controlling documents of any Neighborhood Association, the Master Association Documents shall control.

10.8 Interpretation. Until such time as the Declarant turns over control of the Master Association to Members other than the Declarant, the Declarant shall be responsible for interpreting the provisions of this Declaration, the Articles of Incorporation and By-Laws. After turnover of control, the Board of Directors shall be responsible for interpreting the provisions of this Declaration, Articles and By-Laws. Such interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Declarant or by the Board is not wholly unreasonable shall conclusively establish the validity of such interpretation.

10.9 Eminent Domain. Prior to turnover of control of the Master Association, if all or part of the Common Area or any easement granted by Declarant over the Property is taken by eminent domain, no claim shall be made by the Master Association or any Owner other than the Declarant for any portion of any award.

10.10 Easements for Utilities. Prior to turnover of control of the Master Association, the Declarant reserves the right to grant an easement over any Lot or Common Area for the purpose of providing utilities to any Lot or Common Area. The Declarant reserves a perpetual easement on, over and under the easements and Master Association Property as shown on the plat for construction and maintenance of all utilities and their necessary facilities. All fees collected for the grant of an exclusive easement over any portion of the Property shall be the property of the Declarant.

10.11 Maintenance Easement. The Declarant reserves an easement in, on and over each Lot for the purpose of preserving, maintaining or improving the Lot and all Master Association Property.

COLLIER COUNTY CLERK OF THE CIRCUIT COURT

10.12 Declarant's Right Regarding Temporary Structures. Declarant reserves the right to erect and maintain temporary dwellings, models and/or other structures upon Lots owned by the Declarant, and to erect and maintain such commercial uses and signs as Declarant, in its sole discretion, deems advisable.

10.13 Incorporation of the Land Use Documents. Any and all deeds conveying a Lot shall be conclusively presumed to have incorporated therein all of the terms and conditions of the Land Use Documents, including this Declaration, and any Supplemental Declaration, whether or not the incorporation of the terms and conditions of the Land Use Documents is specifically set forth by reference in such deeds, and acceptance by an Owner of such a deed shall be deemed acceptance by such Owner of all of the terms and conditions of the Land Use Documents.

10.14 Disputes. In the event of any dispute as to whether the use of the Property complies with the covenants and restrictions contained in this Declaration, any Supplemental Declaration, or any other Land Use Document, such dispute shall be referred to the Board of Directors, and the decision of the Board shall be final and binding upon all parties.

10.15 Indemnification. The Master Association covenants and agrees that it will indemnify and hold harmless the Declarant from and against any and all claims, suits, actions, causes of action and damages arising from any personal injury, loss of life or damage to property sustained on or about the Master Association Property, and from and against all costs, expenses, counsel fees, expenses and liabilities incurred by Declarant arising from any such claim. The Master Association shall also indemnify the Declarant for any expense the Declarant may incur in bringing any suit or action for the purpose of enforcing the rights of Declarant under this Declaration, any Supplemental Declaration, or of fulfilling the specific enforcement of the terms, conditions and covenants contained herein to be kept or performed by the Master Association or the Owners. The costs and expenses of fulfilling the covenants of indemnification set forth in this section shall be a Master Association expense.

POLK COUNTY CLERK OF THE CIRCUIT COURT COPY

IN WITNESS WHEREOF, this Master Declaration of Covenants Conditions and Restrictions for Indigo Lakes is signed by Declarant this 1st day of June, 2000.

Witnesses:

Witness
Printed Name: C. Perry Peeples

Witness
Printed Name: Matthew Grabinski

KENCO DEVELOPMENT, INC., a Florida corporation

By: Kenneth P. Saundry, Jr.
Printed Name: KENNETH P SAUNDRY, JR
Its: President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument has been acknowledged before me this 1st day of June, 2000, by Kenneth P. Seaward Jr. as President of Kenco Development, Inc., a Florida corporation, who acknowledges that he executed the foregoing Declaration of Covenants and Restrictions for the purposes expressed in such Declaration, and who is personally known to me.

Notary Public
Printed Name: C. Perry Peeples

(Seal)

My commission expires: _____

C. PERRY PEEPLES
MY COMMISSION # CC 808366
EXPIRES: 03/30/2003
1-800-3 NOTARY Fla Notary Services & Bonding Co

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

MORTGAGEE'S JOINDER IN DECLARATION

FIRST UNION NATIONAL BANK, a national banking association, hereby certifies that it is the owner and holder of a mortgage recorded in O.R. Book 2579, page 2823, as modified in O.R. Book 2610, page 2655, together with an Assignment of Leases recorded in O.R. Book 2579, page 2849, and UCC-1 Financing Statement recorded in O.R. Book 2579, page 2856, all of the Public Records of Collier County, Florida (collectively, the "Mortgage"), upon all or a portion of the property subject to the Declaration of Covenants, Conditions and Restrictions for Indigo Lakes, and does hereby join in to the Declaration and agree that its Mortgage shall be subject to the provisions of the Declaration.

WITNESSES:

FIRST UNION NATIONAL BANK, a national banking association

By: _____

Printed Name: _____

Its: _____

Printed Name: _____

(Corporate Seal)

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2000, by _____ as _____ of First Union National Bank, a national banking association, on its behalf, who is personally known to me or produced _____ as identification.

(Seal)

JANICE CHONG
MY COMMISSION # CC 888991
EXPIRES: March 15, 2004
Bonded Thru Notary Public Underwriters

Notary Public

Print Name: _____

My Commission Expires: _____

8822s2

LEGAL DESCRIPTION:

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF COLLIER, LYING IN SECTION 27, TOWNSHIP 48 SOUTH, RANGE 26 EAST BEING FURTHER BOUND AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, THENCE N. 02° 13' 52" W. ALONG THE WEST LINE OF SAID SECTION 27 FOR 2006.11 FEET TO THE NORTHWEST CORNER OF THE SOUTH ONE HALF OF THE NORTHWEST ONE QUARTER OF THE SOUTHWEST ONE QUARTER OF SAID SECTION 27, THENCE S. 89° 55' 27" E. ALONG THE NORTH LINE OF SAID FRACTION OF SECTION AND ALONG THE NORTH LINE OF THE SOUTH ONE HALF OF THE NORTHEAST ONE QUARTER OF THE SOUTHEAST ONE QUARTER OF SAID SECTION 27 FOR 1320.61 FEET TO THE WEST LINE OF THE NORTH ONE HALF OF THE NORTHEAST ONE QUARTER OF THE SOUTHWEST ONE QUARTER OF SAID SECTION 27, THENCE N.02°13'39"W. ALONG SAID LINE FOR 669.04 FEET TO A POINT ON THE EAST-WEST QUARTER SECTION LINE OF SAID SECTION 27, THENCE S.89°56'20"E ALONG SAID FRACTION OF SECTION LINE FOR 1320.64 FEET TO A POINT ON THE NORTH-SOUTH SECTION LINE OF SAID SECTION 27, THENCE S.02°13'25"E. ALONG SAID LINE 669.38 FEET TO A POINT ON THE NORTH LINE OF THE NORTH ONE HALF OF THE SOUTH ONE HALF OF THE NORTH ONE HALF OF THE SOUTHEAST ONE QUARTER OF SAID SECTION 27, THENCE S.89°56'06"E. ALONG SAID FRACTION OF SECTION LINE FOR 2543.23 FEET TO THE WEST RIGHT-OF-WAY LINE OF STATE ROAD 951; THENCE S. 02° 15' 33" E. ALONG SAID WEST RIGHT-OF-WAY LINE FOR 334.78 FEET TO THE SOUTH LINE OF THE NORTH ONE HALF OF THE SOUTH ONE HALF OF THE NORTH ONE HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 27, THENCE N. 89° 56' 00" W. ALONG SAID SOUTH LINE FOR 2543.44 FEET TO SAID NORTH-SOUTH QUARTER SECTION LINE, THENCE S. 02° 13' 25" E. ALONG SAID NORTH-SOUTH QUARTER SECTION LINE FOR 1003.01 FEET TO THE NORTHEAST CORNER OF THE SOUTH ONE HALF OF THE SOUTHEAST ONE QUARTER OF THE SOUTHWEST ONE QUARTER OF SAID SECTION 27, THENCE N. 89° 55' 41" W. ALONG THE NORTH LINE OF SAID FRACTION OF SECTION FOR 1320.55 FEET TO THE NORTHWEST CORNER OF SAID FRACTION OF SECTION, THENCE S. 02° 13' 39" E. ALONG THE WEST LINE OF SAID FRACTION OF SECTION FOR 669.54 FEET TO THE SOUTH LINE OF SAID SECTION 27, THENCE N. 89° 42' 48" W. ALONG SAID SOUTH LINE 1320.52 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 141.13 ACRES, MORE OR LESS.

COLLIER COUNTY
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CLERK OF THE CIRCUIT COURT

Exhibit "A"

State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of INDIGO LAKES MASTER ASSOCIATION, INC., a Florida corporation, filed on May 17, 2000, as shown by the records of this office.

The document number of this corporation is N00000003331.

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Twenty-second day of May, 2000

Katherine Harris

Katherine Harris
Secretary of State

ARTICLES OF INCORPORATION
OF
INDIGO LAKES MASTER ASSOCIATION, INC.

(A Corporation Not-for-Profit Under the Laws of the State of Florida)

COPY

Pursuant to the provisions of Chapter 617, Florida Statutes, the undersigned corporation adopts the following:

The name of the corporation is
INDIGO LAKES MASTER ASSOCIATION, INC.

In order to form a corporation not-for-profit under and in accordance with the provisions of the laws of the State of Florida, the undersigned does hereby associate themselves into a corporation not-for-profit, and to that end by these Articles of Incorporation state:

1.0 DEFINITIONS.

1.1 Words and phrases, when used in these Articles, shall have the same meaning as defined in the Master Declaration of Covenants, Conditions and Restrictions for Indigo Lakes.

2.0 NAME.

2.1 The name of this corporation shall be:

INDIGO LAKES MASTER ASSOCIATION, INC.
(hereinafter referred to as the "Master Association")

3.0 PURPOSE.

3.1 The purposes and object of the Master Association shall be as follows:

3.1.1 To own and hold title to certain real and personal property for the use and benefit of its Members.

3.1.2 To maintain, repair, reconstruct and operate all of the real property and improvements located thereon, recreation facilities, roadways, streets and rights of way, and other property, both real and personal, owned or controlled by the Master Association.

3.1.3 To preserve and maintain the value, character and conditions of all of the property of the Master Association both real and personal and all improvements thereto.

3.1.4 To enforce the provisions of the Land Use Documents and member Neighborhood Association documents.

3.1.5 To provide such services to the Members of the Master Association as the Board of Directors of the Master Association shall deem appropriate.

3.1.6 To preserve and maintain any Conservation Preserve in accordance with the South Florida Water Management District, Surface Water Management, or Wetland Resource Permit.

3.1.7 To undertake the performance of all acts and duties incident to the fulfillment of all of the purposes and objects of the Master Association, as well as those which may be directed by the terms, provisions, conditions and authorization of the documents affecting the Master Association, its members or its property, both real and personal.

4.0 POWERS.

4.1 The Master Association shall have the following powers:

4.1.1 The Master Association shall own, administer, manage and operate the Master Association property and maintain, repair and replace the Master Association property and the improvements and personal property located thereon pursuant to the provisions of the Master Association Documents.

4.1.2 To exercise all of the powers and privileges and to perform all of the duties and obligations of the Master Association as set forth in the Land Use Documents.

4.1.3 Except as otherwise provided herein or in the Land Use Documents, to acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicated for public use, or otherwise dispose of real or personal property in connection with the affairs of the Master Association.

4.1.4 Except as otherwise provided herein or in the Master Association documents to borrow money, and with the assent of Members holding seventy-five percent (75%) of the total Membership votes, mortgage, pledge, or hypothecated any or all of its real or personal property as security for money borrowed or debts incurred.

4.1.5 Except as otherwise provided herein or in the Master Association documents to dedicate, sell or transfer all or any part of the lands owned by the Master Association to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

4.1.6 To participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional lands.

4.1.7 To make and establish reasonable rules and regulations and amendments thereto governing the use of Master Association property, both real and personal.

4.1.8 To have and to exercise any and all powers, rights and privileges that a corporation organized under the Non-Profit Corporation Laws of the State of Florida, by law, may now or hereafter have or exercise.

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4.1.9 To fix, levy against and collect assessments from the Owners and Members of the Master Association to defray the common expenses of the Master Association as may be provided in the Land Use Documents, and for the maintenance, repair, replacement, management and operation of the property of the Master Association, including the right to fix, levy and collect assessments for the purpose of acquiring, operating, leasing, managing and otherwise trading and dealing with such property, whether real or personal.

4.1.10 To levy and collect assessments from Owners and Members of the Master Association for the purpose of purchasing and maintaining insurance on the Master Association property, insurance for the protection of the Master Association, its officers, and directors and members, comprehensive general public liability and property damage insurance.

4.1.11 To maintain, repair, replace, operate and manage the property of the Master Association, including the right to reconstruct improvements after casualty and to make further improvement to the Master Association's property and to grant easements, and rights of way to third parties.

4.1.12 To contract for the maintenance, repair, replacement, operation and management of the Master Association's property and to delegate to such contractor all of the powers and duties of the Master Association except those which may be required by the Master Association documents to have approval of the Board of Directors or membership of the Master Association.

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4.1.13 To enforce the provisions of the Land Use Documents as well as any rules and regulations adopted pursuant thereto, as the same may be hereafter established or amended.

4.1.14 To now or hereafter acquire and enter into leases and agreements of every nature, whereby the Master Association acquires leaseholds, memberships and other possessory or use interest in lands or facilities, including recreational and communal facilities, whether or not contiguous to lands comprising Indigo Lakes to provide enjoyment, recreation, or other use or benefit to the members of the Master Association, all as may be deemed by the Board of Directors to be in the best interest of the Master Association.

4.1.15 To grant access to the Lots or Tracts, over the Master Association's property, to such persons, firms, corporations or government bodies as the Board of Directors shall deem appropriate.

4.1.16 To employ personnel, retain independent contractors and professional personnel and enter into any supply, service, management or other agreements or contracts consistent with the purposes of the Master Association.

4.1.17 The Master Association shall have the irrevocable right of access to each Lot or Tract during reasonable hours, when necessary, for the maintenance, repair, or replacement of Master Association Property, or maintenance of the Lot or Tract, or for

making emergency repairs necessary to prevent damage to the Master Association Property, or to any Lot or Tract.

4.1.18 To pay taxes and other charges, on or against property owned or accepted by the Master Association.

4.1.19 To charge recipients for services rendered by the Master Association and for use of Master Association Property where such is deemed appropriate by the Board of Directors of the Master Association and is permitted by law.

4.1.20 To interpret all terms and conditions of the Master Association Documents and Land Use Documents and all matters which are discretionary to the Master Association.

5.0 MEMBERSHIP.

5.1 The Declarant and every Owner shall be a Member of the Master Association. Membership shall be appurtenant to and may not be separated from ownership of a parcel, Lot or Tract in Indigo Lakes. Members' rights, powers, duties and privileges shall be as set forth in the Master Association documents. The Master Association shall have two (2) classes of membership, as follows:

5.1.1 Class "A" members shall be all Owners of Lots, Tracts or other property within Indigo Lakes, other than Class "B" members.

5.1.2 The Class "B" member shall be the Declarant. Unless the Declarant earlier terminates this membership, the Class "B" membership shall terminate upon turnover of control of the Master Association to members other than the Declarant, at which time the Class "B" membership shall be converted to Class "A" membership.

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6.0 VOTING RIGHTS.

6.1 On all matters on which the membership shall be entitled to vote, voting shall be as follows:

6.1.1 Except for the rights of Owners of Tracts set forth below, Class "A" members shall be entitled to one (1) vote for each Lot which they own, regardless of whether the Lot is a platted single-family lot, villa or condominium unit. There shall only be one (1) vote for each Lot owned by an Owner.

6.1.2 Class "B" members shall be the Declarant. Prior to turnover of control of the Master Association to Members other than the Declarant, the Declarant shall have the right to appoint all members of the Board of Directors. The Class "B" member shall have two (2) times the number of total votes held collectively by all Class "A" members, plus one (1) vote.

6.2 Prior to the subdivision of a Residential Tract into separate Lots by plat, declaration of condominium or other means, the Declarant may, in its sole discretion, assign the

number of votes, if any, to each Residential Tract. Any dispute as to the number of votes assigned to a Residential Tract shall be decided by the Declarant, whose decision shall be final. The number of votes that Declarant shall attribute to a Residential Tract shall be the number of residential dwelling units that may be built on such Residential Tract. Declarant shall incur no liability and shall be held harmless by the Master Association and Owners in the event that the number of votes attributed to a Residential Tract differs from the number of residential dwelling units actually built on such Residential Tract. At such time as a Residential Tract, or a portion thereof, is subdivided into Lots by the recording of a subdivision plat, declaration of condominium or other means, the number of votes attributed to the Residential Tract shall be adjusted to reflect the actual number of Lots contained in the Residential Tract.

6.3 No Member shall have the power to vote at Master Association meetings other than as described herein. The Class "A" Members shall be entitled to one (1) vote per each Lot owned by them. The total Class "A" votes shall not exceed the total number of Lots. The vote of a Lot shall not be divisible. The right to vote may not be denied because of delinquent assessments. If a Lot is owned by one (1) natural person, his right to vote shall be established by the record title to the Lot. If a Lot is owned jointly by two (2) or more natural persons, that Lot's vote may be cast by any owner present at the meeting at which the vote is taken. If two (2) or more owners of a Lot are present and cannot agree among themselves as to how their vote shall be cast, that vote shall not be counted for any purpose. If the Owner of a Lot is not a natural person, the vote of that Lot shall be cast by the Lot's primary occupant, as designated by the Lot Owners.

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CLERK OF THE CIRCUIT COURT

7.0 EXISTENCE AND DURATION.

7.1 Existence of the Master Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, for the State of Florida. The Master Association shall have perpetual existence.

8.0 INITIAL PRINCIPAL OFFICE.

8.1 The initial principal office of the Master Association shall be located at 255 East Drive, Suite D, Melbourne, Florida 32904. The Master Association may maintain offices and transact business in such other places, within or without the State of Florida, as may from time to time be designated by the Board of Directors.

9.0 DIRECTORS.

9.1 The affairs of the Master Association shall be administered by the Officers of the Master Association under the direction of the Board of Directors. The Board of Directors, at the time of the annual meeting and after their election by the members, shall convene and thereupon elect such Officers as the Board of Directors may deem appropriate. The Board of Directors, or the President with the approval of the Board of Directors, may employ a managing agent or such other managerial and supervisory personnel or entities to administer or assist in the maintenance, management and operation of the Master Association property and the affairs of the Master Association, and any such person or entity may be so employed without regard to whether such person or entity is a member of the Master Association or a Director or Officer of the Master Association, as the case may be.

9.2 The number of members of the Board of Directors of the Master Association shall be three (3). The number of members of a succeeding Board shall be as provided from time to time by the By-Laws of the Master Association. The members of the Board of Directors shall be appointed by the Members of the Master Association as provided by the By-Laws of the Master Association. The members of the Board of Directors need not be Members of the Master Association.

9.3 The names and post office addresses of the Board of Directors who, subject to the provisions of these Articles of Incorporation, the By-Laws, and the laws of the State of Florida, shall hold office until their successors are elected and have qualified, are as follows:

Name	Address
Kenneth P. Saundry, Sr.	255 East Drive, Suite D Melbourne, Florida 32904
Kenneth P. Saundry, Jr.	255 East Drive, Suite D Melbourne, Florida 32904
Karen Rosborough	255 East Drive, Suite D Melbourne, Florida 32904

9.4 The Officers of the Master Association, who shall serve until their successors are elected and have qualified, shall be the following:

PRESIDENT	Kenneth P. Saundry, Jr.
VICE PRESIDENT	Kenneth P. Saundry, Sr.
SECRETARY/TREASURER	Karen Rosborough

COLLIER COUNTY COPY CLERK OF THE CIRCUIT COURT

10.0 TAX ELECTION.

10.1 The Master Association through its Board of Directors and Officers shall file the necessary annual election to become a "Homeowners Association" as defined in the Internal Revenue Code or similar provisions of corresponding law subsequently enacted. The Master Association shall be operated at all times in such a manner as to maintain its eligibility for tax-exempt status.

11.0 BY-LAWS.

11.1 The original By-Laws of the Master Association shall be adopted by a majority vote of the Board of Directors of the Master Association present at a meeting of the Board of Directors at which a quorum is present and, thereafter, such By-Laws may be altered, amended, or rescinded only as provided in the By-Laws.

12.0 INDEMNIFICATION.

12.1 Indemnity. The Master Association shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or contemplated action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Master Association) by reason of the fact that such person is or was a director, officer, employee, or agent of the Master Association, against expenses (including attorneys' fees and appellate attorneys' fee), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding, provided such person acted in good faith and in a manner reasonably believed by him or her to be in, or at least not opposed to, the best interest of the Master Association, and with respect to any criminal action or proceeding, such person had no reasonable cause to believe his or her conduct was unlawful, except, no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable because of gross negligence or willful misfeasance in the performance of his or her duties to the Master Association, unless and only to the extent that the court in which such action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such court shall deem proper. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or at least not opposed to, the best interest of the Master Association and, with respect to any criminal action or proceeding, such person had no reasonable cause to believe that his or her conduct was unlawful.

12.2 Expenses. To the extent that a director, officer, employee, or agent of the Master Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to above, or in defense of any claim, issue, or matter therein, such person shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him or herein connection therewith.

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12.3 Approval. Any indemnification under this Section hereof (unless ordered by a court) shall be made by the Master Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee, or agent is proper in the circumstances because such person has met the applicable standard of conduct set forth in this section. Such determination shall be made, (a) by the Board of Directors by a majority vote of a quorum consisting of directors who are not parties to such action, suit, or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (c) by a majority of the votes of the Master Association.

12.4 Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding may be paid by the Master Association in advance of the final disposition of such action, suit, or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the director, officer, employee, or agent to repay such amount unless it shall ultimately be determined that such person is entitled to indemnification by the Master Association as authorized in this Article.

12.5 Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which such person seeking indemnification may be entitled under any Bylaw, agreement, vote of the members of the Master Association, or otherwise, both as to action in his or her official capacity while holding such office, as well as continuing to such a person after he or she has ceased to be a director, officer, employee, or agent. Such indemnification shall inure to the benefit of the heirs, personal representatives, and administrators of such person.

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

13.0 AMENDMENTS.

13.1 Except as otherwise provided by Florida law, these Articles of Incorporation may be amended by a vote of a majority of the voting interests at any annual or special meeting, or by approval in writing of a majority of the voting interests without a meeting, provided that notice of any proposed amendment has been given to the Members of the Master Association, and that the notice contains a copy of the proposed amendment. The amendment shall become effective upon filing with the Secretary of State and recording of a copy of the amendment in the Public Records of Collier County, Florida.

COLLIER COUNTY FLORIDA CLERK OF THE CIRCUIT COURT COPY

14.0 MASTER ASSOCIATION ASSETS.

14.1 In the event of a permanent dissolution of the Master Association, the Members may establish a successor nonprofit organization for the purpose of holding title to the Master Association assets and carrying out the duties and responsibilities of the Master Association hereunder. In the event no such organization is formed, then the assets shall be dedicated to Collier County, Florida, or other appropriate governmental entity or non-profit corporation with similar purposes. However, in no event shall Collier County, Florida (or any other governmental entity as may be applicable) be obligated to accept any dedication offered to it by the Master Association or the Members pursuant to this Section.

14.2 In the event of termination, dissolution or final liquidation of the Master Association, the responsibility for the operation and maintenance of the surface water or storm water management system, including the Conservation Preserves, must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the South Florida Water Management District prior to such termination, dissolution or liquidation.

15.0 TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED.

15.1 No contract or transaction between the Master Association and one or more of its directors or officers, or between the Master Association and any other corporation, partnership,

association, or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be invalid, void, or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the board or committee thereof which authorized the contract or transaction, or solely because his or her or their votes are counted for such purpose. No director or officer of the Master Association shall incur liability by reason of the fact he or she is or may be interested in any such contract or transaction.

15.2 The Master Association shall be free to contract with any Member, its directors and officer, and any other corporation in which any of them are interested.

15.3 Interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized such a contract or transaction.

16.0 INCORPORATOR AND INITIAL NAME OF REGISTERED AGENT.

16.1 The street address of the initial registered office of the Master Association is 255 East Drive, Melbourne, Florida 32904 and the initial registered agent of the Master Association at that address is Kenneth P. Saundry, Jr.

16.2 The name and address of the Incorporator is Kenneth P. Saundry, Jr., at 255 East Drive, Suite "D," Melbourne, Florida 32904.

17.0 DUTIES AND POWERS RELATED TO SURFACE WATER AND STORM WATER MANAGEMENT SYSTEMS FOR THE PROPERTY.

17.1 The Master Association shall operate, maintain and manage the surface water or storm water management system(s), including any Conservation Preserve, in a manner consistent with the South Florida Water Management District permit requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained herein. Individual Lot Owners will be required to maintain any portions of the systems located on individual Lots.

17.2 The Master Association shall levy and collect adequate assessments against Members of the Master Association for the costs of maintenance and operation of the surface water or storm water management system, including any Conservation Preserve, in accordance with the permit requirements and applicable district rules.

IN WITNESS WHEREOF, the Incorporator has affixed his signature this 11th day of May, 2000.

Kenneth P. Saundry, J.

KENNETH P. SAUNDRY, JR., Incorporator

BREVARD COUNTY COPY FILED IN THE CIRCUIT COURT

STATE OF FLORIDA
COUNTY OF Collier

The foregoing instrument has been acknowledged before me this 11th of May, 2000, by Kenneth P. Saundry, Jr., as Incorporator of Indigo Lakes Master Association, Inc., who acknowledges that he executed the foregoing Articles of Incorporation for the purposes expressed in such Articles, and who is personally known to me.

Notary Public
Printed Name: C. Perry Peeples
My Commission Expires:

(Seal)

C. PERRY PEEPLES
MY COMMISSION # CC 808386
EXPIRES: 03/30/2003
1-800-3 NOTARY Fla Notary Services & Bonding Co

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

ACCEPTANCE OF REGISTERED AGENT

FOR

INDIGO LAKES MASTER ASSOCIATION, INC.

I, Kenneth P. Saundry, Jr., having been named in the within as Registered Agent of Indigo Lakes Master Association, Inc. (the "Corporation") at the registered address of 255 East Drive, Suite "D," Melbourne, Florida 32904, do hereby agree as Registered Agent to accept service of process, to keep an office of the Corporation open during the prescribed hours, and to post my name, and that of any officer of the Corporation authorized to accept service of process at the above Florida designated address, in some conspicuous place in the office of the Corporation as required by law.

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

Kenneth P. Saundry, Jr.
REGISTERED AGENT

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BY-LAWS
OF
INDIGO LAKES MASTER ASSOCIATION, INC.

(A Corporation Not-for-Profit Under the Laws of the State of Florida)

1.0 GENERAL PROVISIONS.

1.1 Identity. These are the By-Laws of Indigo Lakes Master Association, Inc., a corporation not-for-profit, under the laws of the State of Florida (hereinafter referred to as the "Master Association").

1.2 By-Laws Subject to Other Documents. The provisions of these By-Laws are applicable to the Master Association, and are expressly subject to the terms, provisions, covenants, and conditions contained in the Articles of Incorporation of Indigo Lakes Master Association, Inc., as amended (hereinafter referred to as the "Articles"), and the Master Declaration of Covenants, Conditions and Restrictions for Indigo Lakes, as amended (hereinafter referred to as the "Declaration).

1.3 Applicability. All Lot and Tract Owners, their respective families, invitees, guests, and lessees, are subject to these By-Laws, the Articles and the Declaration.

1.4 Office. The office of the Master Association shall be at 255 East Drive, Melbourne, Florida 32904 or at any other place designated from time to time by the Master Association.

1.5 Seal. The seal of the Master Association shall bear the name of the Master Association, the word "Florida," the words, "Corporation Not-for-Profit," and the year of incorporation.

1.6 Fiscal Year. The fiscal year of the Master Association shall be the calendar year.

1.7 Definitions. Words and phrases, when used in these By-Laws, shall have the same meaning as defined in the Declaration.

2.0 MEMBERSHIP, VOTING, QUORUM, PROXIES.

2.1 Qualification of Members, Etc. The qualification of Members, the manner of their admission to Membership and termination of such Membership and voting by Members, shall be determined by the provisions set forth in the Articles of Incorporation, the provisions of which are incorporated herein by reference.

2.2 Quorum. Members entitled to cast fifty percent (50%) of the total votes available to be cast by the Members, whether present in person or by proxy, shall be required for and shall constitute a quorum at all meetings of the Members for the transaction of business, except as otherwise provided by law, the Articles or these By-Laws.

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2.3 Voting. The votes of a Member shall not be divisible.

2.4 Majority Vote. The acts approved by two thirds (2/3) of the total votes available to be cast by the Members, whether present or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Members for all purposes, except as otherwise provided by law, the Article or these By-Laws.

3.0 ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP; PROVISO

3.1 Annual Meeting. The Annual Meeting of Members shall be held at a time and place that the Board of Directors may designate, for the purpose of electing Directors and of transacting such other business as may be authorized to be transacted by the Members.

3.2 Special Meeting. Special Meetings of Members shall be held whenever called by the President or by two or more members of the Board of Directors. The business conducted at a special meeting shall be limited to the purpose or purposes stated in the notice of the meeting.

3.3 Notice of Meeting; Waiver of Notice. Notice of all meetings of the Members, whether regular or special, shall be given by the President, Vice President, or Secretary of the Master Association, or in the absence of such officers, by any other Officer of the Master Association to each Member unless such notice is waived in writing. Such notice shall be written and shall state the time, place, and purpose or purposes for which the meeting is called. Such notice shall be hand delivered or mailed to each Member not less than ten (10) days nor more than sixty (60) days prior to the date set for such meeting. Notice of a meeting, if mailed, shall be deemed to be properly given when deposited in the United States mail, first class, postage prepaid, and addressed to the Member at its post office address as it appears on the records of the Master Association. Notice of annual or special meetings may be waived by Members before or after the meeting and the attendance of any Member, or person authorized to vote for such Member, shall constitute such Member's waiver of notice of such meeting, except when his (or his authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

3.4 Adjourned Meeting. If any meeting of the Members cannot be convened because a quorum is not present, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present. No further notice of the adjourned meeting is required if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, provided, that if, after the adjournment, the Board of Directors, in its sole discretion, fixes a new date for the adjourned meeting other than the date announced at the meeting at which the adjournment is taken, a notice of the adjourned meeting shall be given to each Member not less than ten (10) days nor more than sixty (60) days before the date of the meeting. Except as otherwise provided herein, proxies given for the adjourned meeting shall be valid for newly rescheduled meetings unless revoked.

3.5 Chairman. At meeting of the Members, the President of the Master Association shall preside. In the absence of the President, the Officers of the Master Association shall designate one of their number to preside.

3.6 Order of Business. The order of business at annual meetings of the Members and, so far as practical, at any other meetings of the Members, shall be:

a. Call to order by Chairman;
b. Roll call and quorum determination;
c. Proof of notice of meeting or waiver of notice;
d. Reading of minutes of prior meeting;
e. Reports of Officers, Committees, and employees or agents;
f. Elections;
g. Unfinished business;
h. New business; and
i. Adjournment.

3.7 Minutes of Meeting. The minutes of all meetings of the Members shall be kept in a book available for inspection at any reasonable time by Members of the Master Association or their representatives duly authorized in writing and by Board Members. The Master Association shall retain these minutes for a period of not less than seven (7) years.

4.0 BOARD OF DIRECTORS.

4.1 Membership. The affairs of the Master Association shall be managed by a Board of three (3) members who shall initially be appointed by the Declarant. The number of Board members may be amended by a resolution of the Board of Directors. Until turnover of control of the Association to Members other than the Declarant, the Declarant shall have the right to appoint a majority of the Board.

4.1.1 Nominations. After turnover of control of the Association, nomination for election to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a chairman, who shall be a member of the Board of Directors, and two (2) more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to the annual meeting of the Association, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall, in its discretion, determine. A Member may nominate himself as a candidate for the Board at a meeting where the election is to be held.

4.1.2 Election. Election to the Board of Directors shall be by either open ballot or by secret written ballot, if any Member so chooses. The person receiving the largest number of votes shall be elected, except that a runoff shall be held to break a tie vote. Cumulative voting is not permitted.

4.2 Term. Each member of the Board of Directors shall serve a term of one (1) year or until his successor is appointed and qualified.

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4.3 Removal and Replacement. Any Director, except a Director appointed by the Declarant, may be removed from the Board, with or without cause, by a majority of the Members entitled to vote. Until turnover of control of the Association, if the office of any Director becomes vacant for any reason, the Declarant shall appoint a successor Director. After turnover, if the office of any Director becomes vacant for any reason, a majority of the remaining Directors, though less than a quorum, shall promptly choose a successor or successors who shall hold office until the next annual meeting. At the next annual meeting, the Members shall elect a person or persons to fill the remaining unexpired term or terms, if any.

4.4 Organizational Meeting. The organizational meeting of a newly elected Board shall be held within ten (10) days of their election, at such time and at such place and upon such notice as shall be fixed by the Directors.

4.5 Regular Meetings. Regular meetings of the Board shall be held as determined by the Board, at such place and hour as may be fixed from time to time by resolution of the Board. Notice of all meetings shall be posted conspicuously on the Master Association property at least forty-eight (48) hours in advance, except in an emergency. In the alternative, if notice is not posted in a conspicuous place on the property, notice of each Board meeting must be mailed to or delivered to each Member at least seven (7) days before the meeting, except in an emergency. Notice of any meeting in which assessments against Lot or Tract Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessment. Directors may attend all meetings in person or by telephone conference call.

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4.6 Special Meetings. Special meetings of the Board may be called by the President, and must be called by the Secretary upon the written request of two-thirds (2/3) of the Members of the Board. Not less than three (3) days' notice of a meeting shall be given to each Director, personally or by mail, which notice shall state the time, place, and purpose or purposes of the meeting.

4.7 Waiver of Notice. Any director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. Attendance by any director at a meeting shall constitute a waiver of notice of such meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

4.8 Quorum. A majority of the directors of the Master Association, duly qualified and holding the office of director, either in person or by telephone conference call, shall be required for and shall constitute a quorum at all meetings of the Board of Directors for the transaction of business, except as otherwise provided by law, the Declaration, the Articles or these By-Laws.

4.9 Adjourned Meetings. If at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

4.10 Action by Directors Without a Meeting. Any action which may be taken at a meeting of the directors may be taken without a meeting, provided that consent in writing setting forth the action so to be taken is signed by all of the directors and is filed in the minutes of the proceedings of the Board.

4.11 Presiding Officer. The presiding officer of the directors' meetings shall be the President of the Master Association. In the absence of the President, the directors present shall designate one of their number to preside.

4.12 Order of Business. The order of business at directors meetings shall be:

a. Call to order by presiding officers;
b. Roll call and quorum determination;
c. Proof of notice of meeting or waiver of notice;
d. Reading of minutes of prior meeting;
e. Reports of officers, committees, and employees or agent;
f. Resignations and elections of officers;
g. Unfinished business;
h. New business; and
i. Adjournment.

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4.13 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection at any reasonable time by Members of the Master Association or their representatives duly authorized in writing and by Board Members. The Master Association shall retain these minutes for a period of not less than seven (7) years.

4.14 Compensation. No director shall receive compensation for serving in such capacity; provided, however, this shall not be constructed to preclude a director from serving the Master Association in any other capacity (other than as an officer) and receiving compensation therefor. The compensation of all employees of the Master Association shall be fixed by the Board of Directors.

4.15 Powers and Duties. Except as otherwise provided herein, by law, in the Declaration, or in the Articles, all of the powers and duties of the Master Association shall be exercised by the Board of Directors.

4.16 Place of Meetings. Notwithstanding anything contained herein to the contrary, any meeting of Members or directors may be held at any place within the State of Florida.

4.17 Proviso. Notwithstanding anything contained herein to the contrary, the directors shall not have the right or authority to do any act or take any actions wherein the same would limit, modify, or abridge the rights, privileges, and immunities of the Developer or of the construction lender or its assigns in the event the construction lender has taken control of the project by foreclosure or deed in lieu of foreclosure, as set forth in the Declaration, the Articles or these By-Laws.

4.18 Committees.

4.18.1 The Board may, by resolution, also create other committees and invest such committee with such powers and responsibilities as the Board shall deem advisable, subject to the limitations of the Florida Statutes.

4.18.2 Notwithstanding anything contained herein to the contrary, an executive committee or any other committee created by the Board of Directors shall not have the power to determine the Common Expenses required for the affairs of the Master Association or to determine the Assessments payable by the Lot and Tract Owners to meet the Common Expenses of the Master Association.

5.0 OFFICERS.

5.1 Generally. The Officers of the Master Association shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by a majority vote of the directors at any meeting. The Board of Directors may from time to time elect other officers and designate appropriate powers and duties to them. Officers need not be Members or representative of Members. Any person may hold two or more offices, except that of the President shall not also be the Secretary or Vice President.

5.2 President. The President shall be the chief executive officer of the Master Association. He shall have all of the powers and duties which are usually vested in the office of president of a Master Association. The President shall be a member of the Board.

5.3 Vice President. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors or the President.

5.4 Secretary. The Secretary shall keep the minutes of all proceedings of the directors and the Members. He shall attend to the giving of all notices to the Members and directors and other notices required by law. He shall have custody of the seal of the Master Association and shall affix it to instruments requiring the seal when duly signed. He shall keep the records of the Master Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of a Master Association and as may be prescribed by the directors or the President.

5.5 Treasurer. The Treasurer shall have custody of all property of the Master Association, including funds, securities, and evidences of indebtedness. He shall keep books of account for the Master Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. He shall prepare and submit an annual report and such other treasurer's reports as are required by the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer of a Master Association and as may be prescribed by the directors or the President. All monies and other valuable effects shall be kept

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for the benefit of the Master Association in such depositories as may be designated by a majority of the Board of Directors.

5.6 Compensation. No officer shall receive compensation for serving in such capacity; provided, however, this shall not be construed to preclude an officer from serving the Master Association other than as a Director or officer and receiving compensation therefor. The compensation of all employees of the Master Association shall be fixed by the Board of Directors.

5.7 Resignation. Any Officer may resign at any time, by sending written notice of such resignation to the President or Secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the President or Secretary. The acceptance of a resignation shall not be required to make it effective.

6.0 FISCAL MANAGEMENT; COMMON EXPENSES.

6.1 The provisions for fiscal management of the Master Association set forth in the Declaration shall be supplemented by the following provisions.

6.2 Budget. The Board of Directors shall from time to time and at least annually, prepare a budget for the Master Association, determine the amount of Assessments payable by the Members to meet the Common Expenses of the Master Association, and allocate and assess such expenses among the Members in accordance with the provisions of the Declaration. In addition to annual operating expenses, the budget may include reserve accounts for capital expenditures and deferred maintenance. The purposes of such accounts shall include, but not be limited to, periodic maintenance, repair, improvements to and replacement of the Common Property and all other property which the Master Association is obligated to maintain. The budget shall be adopted upon a majority vote of the Directors present at a meeting of the Board at which a quorum is attained.

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6.3 Assessments. Funds for the payment of Common Expenses shall be assessed against the Members in the proportions or percentages provided in the Declaration. For each year thereafter, the Master Association shall fix the amount and the due date of the annual Assessment. Initially, annual Assessments shall be payable in one annual installment. The Board shall notify the Owners of each Lot or Tract or their representative Neighborhood Association of the amount and the date on which the Assessments are payable and the place of payment of annual Assessments. The Board may authorize payment of annual Assessments on a monthly or quarterly basis, payable in advance on the first day of each month or quarter of the year for which the Assessments are made. If annual budgets are not made as required, the budget shall be presumed to have been made in the amount of the last prior budget, and such Assessments shall continue to be due until changed by an amended budget. In the event the annual Assessments prove to be insufficient, the budget and Assessments may be amended at any time by the Board of Directors. Unpaid Assessments for the remaining portion of the fiscal year for which amended Assessments are made shall be payable within thirty (30) days. Special Assessments, should such be required by the Board, shall be levied in the same manner as hereinbefore provided for regular Assessments, and shall be payable in the manner determined by the Board.

6.4 Depository; Withdrawals. The depository of the Master Association shall be such financial institution or institutions as shall be designated from time to time by the Board of Directors and in which the monies of the Master Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Board. Should the Master Association employ a management firm or managing agent, and should in the course of such employment said management firm or managing agent be charged with any responsibilities concerning control of any of the funds of the Master Association, then and in such event, any such agreement with such management firm or managing agent pertaining to the deposit and withdrawal of monies shall supersede the provisions hereof during the term of any such agreement. All sums collected by the Master Association from Assessments or contributions to working capital or otherwise may be commingled in a single fund or divided into more than one fund, as determined by a majority of the Board of Directors.

6.5 Audit. An audit of the accounts of the Master Association may be made from time to time as directed by the Board of Directors. A copy of any audited report received as a result of an audit shall be kept with the Master Association's financial records.

6.6 Fidelity Bonds; Proviso. Fidelity bonds may be required by the Board from all Directors, Officers, employees, and agents of the Master Association handling, controlling, disbursing, or otherwise responsible for the Master Association's funds, and from any contractor handling or responsible for the Master Association's funds. The amount of such bonds shall be determined by the Directors, in accordance with the provisions of the Declaration.

6.7 Fiscal Year. The fiscal year of the Master Association shall begin on the first day of January of each year; provided, however, the Board of Directors, in its sole discretion, is expressly authorized to adopt a different fiscal year.

6.8 Acceleration of Payment of Installments of Assessments. If a Member shall be in default in the payment of an installment upon any Assessment, the Board may accelerate the remaining installments for the fiscal year upon notice thereof to the Member and, thereupon, the unpaid balance of the Assessment shall become due upon the date stated in the notice, but not less than ten (10) days after the delivery of or the mailing of such notice to the Member.

6.9 Accounting Records and Report. The Master Association shall maintain accounting records in the State of Florida, according to the generally accepted accounting practices, consistently applied. The records shall be open to inspection by Members of the Master Association and institutional first mortgagees or their representatives duly authorized in writing at reasonable times. The Master Association shall comply with any applicable financial reporting requirements established by Florida Statutes.

6.10 Application of Payment. All payments made by a Member shall be applied as provided in these By-Laws and in the Declaration or as otherwise determined by the Board.

6.11 Violation by Member; Remedies. In the event of a violation (other than the nonpayment of an Assessment) by a Member of any of the provisions of the Declaration, the Articles, these By-Laws, or any Rules and Regulations adopted pursuant to the same, as the same may be amended or added to from time to time, the Master Association by direction of its Board,

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may notify the Member by written notice of said breach, transmitted by mail, and if such violation shall continue for a period of fifteen (15) days from the date of the notice, the Master Association, through its Board, shall have the right to treat such violation as an intentional, inexcusable, and material breach of the Declaration, Articles, these By-Laws, or the Rules and Regulations, and the Master Association may then pursue any remedy available at law or in equity to correct the violation. The offending Member shall reimburse the Master Association for all of its costs, including its reasonable attorneys' fees and court costs incurred in enforcing the Land Use Documents. Any violations which are deemed by the Board to be a hazard to public health or safety may be corrected immediately as an emergency matter by the Master Association, and the cost thereof shall be charged to the Member as a specific item, which shall be a lien against said Lot or Tract with the same force and effect as if the charge was a part of the Common Expenses attributable to such Member.

6.12 Liability of Lot or Tract Owners. All Lot or Tract Owners shall be liable for the expense of any maintenance, repair, or replacement rendered necessary by their act, neglect, or carelessness or by that of any member of his family, or his or their guests, invitees, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Master Association. Such liability shall include any increase in insurance rates occasioned by such act, neglect, or carelessness. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation. The expense of any maintenance, repair, or replacement required, as provided herein, shall be charged to said Lot or Tract Owner as a specific item, which shall be a lien against said Lot or Tract with the same force and effect as if the charge was a part of the Common Expenses attributable to such Member.

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6.13 No Waiver. The failure of the Master Association or of a Member to enforce any right, provision, covenant or condition, which may be granted by any of the provisions of any of the Articles, Declaration or in these By-Laws, as amended, shall not constitute a waiver of the right of the Master Association or Member to enforce such right, provision, covenant, or condition in the future.

6.14 Acquisition of Lots or Tracts. At any foreclosure sale of a Lot or Tract, the Board may acquire in the name of the Master Association, or its designee, the Lot being foreclosed. The term "foreclosure", as used in this Section, shall mean and include, but not be limited to, any foreclosure of any lien, including a lien for Assessments. The power of the Board to acquire a Lot or Tract at any foreclosure sale shall never be interpreted as a requirement or obligation on the part of the Board or of the Master Association to do so at any foreclosure sale, the provisions hereof being permissive in nature and for the purpose of setting forth the powers of the Board.

6.15 Default in Payment of any Assessments; Lien. In the event of a default by a Member in the payment of any Assessment, the Master Association shall have all rights and remedies as set forth in the Declaration and in addition, all rights and remedies as provided by law. The liability of the Member shall include liability for a late charge to be determined by the Board, all of the Master Association's costs, including reasonable attorneys' fees, and court costs incurred by the Master Association incident to the collection of such Assessment or the enforcement of its lien. Nothing herein contained shall be construed to limit the rights of the

Master Association as provided for in the Declaration, Articles or otherwise in these By-Laws, as amended.

7.0 PARLIAMENTARY RULES; ROBERTS RULES OF ORDER. Parliamentary Rules, Roberts Rules of Order (latest edition) shall govern the conduct of the Master Association proceedings when not in conflict with the Articles, Declaration, By-Laws of this Master Association, as amended, or the laws of the State of Florida.

8.0 AMENDMENTS TO BY-LAWS. These By-Laws may be altered, amended, or rescinded in the same manner as is provided in the Articles of Incorporation for the amendment of said Articles. Provided, however, these By-Laws may be unilaterally amended by the Declarant prior to turnover of control of the Association from the Declarant to Members other than the Declarant, by recording an amendment, signed solely by the Declarant, in the public records of Collier County, Florida.

9.0 INDEMNIFICATION. The Directors and Officers of the Master Association shall be indemnified by the Master Association pursuant to the indemnification provisions of contained in the Articles of Incorporation, which by this reference are incorporated herein and made a part hereof.

10.0 RULES AND REGULATIONS. The Board may, from time to time, adopt or amend previously adopted Rules and Regulations governing the details of the operation, use, maintenance, management, and control of the Master Association Property and any facilities or services made available to the Members.

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11.0 CONSTRUCTION.

11.1 Gender. Whenever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine, or neuter, singular or plural, wherever the context so requires.

11.2 Severability. Should any of the provisions contained herein (or portion thereof) be void or be or become unenforceable at law or in equity, the remaining provisions of this instrument shall, nevertheless, be and remain in full force and effect.

12.0 CONFLICT. If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these By-Laws and the Declaration or Article of Incorporation, the provisions of the Declaration or Articles of Incorporation shall prevail.

13.0 CAPTIONS. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of these By-Laws or the intent of any provisions hereof.

14.0 TURNOVER. Members other than the Declarant are entitled to elect at least a majority of the Members of the Board not later than three (3) months after ninety percent (90%) of the parcels in all phases of Indigo Lakes that will ultimately be operated by the Master Association have been conveyed to Members. The Declarant may, in its sole discretion, turn over control of

the Board at an earlier date. For the purposes of this section, the term "Members Other Than the Declarant" shall not include builders, contractors, or others who purchase a parcel for the purpose of constructing improvements thereon for resale.

Witnesses:

Print Name: C. Perry Peeples

Print Name: Matthew Grabinski

INDIGO LAKES MASTER ASSOCIATION, INC.

By: Kenneth P. Saundry, Jr.
Kenneth P. Saundry, Jr., President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF Collier

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take acknowledgments, Kenneth P. Saundry, Jr., as President of Indigo Lakes Master Association, Inc., a Florida corporation not-for-profit, and he acknowledged that the execution hereof was his free act and deed as such President for the uses and purposes herein expressed, that the said instrument is the act and deed of said corporation. He is personally known to me or has produced a Florida driver's license as identification.

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WITNESS my hand and official seal in the County and State aforesaid this 1st day of June, 2000.

Notary Public
Printed Name: C. Perry Peeples

(Seal)

My Commission Expires:

C. PERRY PEEPLES
MY COMMISSION # CC 808386
EXPIRES: 03/30/2003
1-800-3 NOTARY Fla Notary Services & Bonding Co

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3002646 OR: 3059 PG: 2527
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
06/21/2002 at 09:39AM DWIGHT B. BROCK, CLERK
REC FEE 10.50
Retn:
GARLICK STETLER ET AL
PICK UP

Prepared by and return to :
C. Perry Peeples, Esq.
Garlick, Stetler & Peeples, LLP
5551 Ridgewood Drive, Suite 101
Naples, FL 34108

AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR INDIGO LAKES

THIS AMENDMENT is made this 17th day of June, 2002 by Kenco Development, Inc., a Florida corporation (hereinafter referred to as "Declarant").

WHEREAS, the Master Declaration of Covenants, Conditions and Restrictions for Indigo Lakes was recorded in Official Records Book 2683, Page 2615, of the Public Records of Collier County, Florida (hereinafter referred to as the "Declaration"); and

WHEREAS, Section 10.3.2 of the Declaration states that until the Declarant turns over control of the Master Association to Members other than the Declarant, the Declarant may unilaterally change, modify, or amend any provision of the Declaration in whole or in part by executing a written instrument making such changes and having the same duly recorded in the Public Records of Collier County, Florida; and

WHEREAS the Declarant has not yet turned over control of the Master Association to Members other than Declarant and the Declarant wishes to amend the Declaration.

NOW, THEREFORE, Section 7.2 of the Declaration is amended as follows:

7.2 Obligation for Assessments. Each owner of a Lot or Residential Tract shall be personally obligated for their proportionate share of the Assessment coming due during the time such Owner owned the Lot or Residential Lot. ~~Provided, however, the Declarant may, but shall not be obligated to, reduce the Assessment due during ownership of a Lot by Builder.~~ Provided, however, the Assessment assessed against any Lot shall be reduced to one-half (1/2) of the regular Assessment for a period of six months from the date the Declarant conveys the Lot to a Builder or Owner, or until a certificate of occupancy is issued for a dwelling on the Lot, whichever occurs first. At that time, the Assessment for the Lot shall revert to the full Assessment.

All text shown as ~~strikethrough~~ is deleted. All text shown as underlined is added.

IN WITNESS WHEREOF, this Amendment to the Master Declaration of Covenants, Conditions and Restrictions for Indigo Lakes is made as of the date set forth above.

Witness #1 Denise A. Sporta

Witness #2 Karen Rosborough

KENCO DEVELOPMENT, INC.,
a Florida corporation

By: Kenneth P. Saundry, J
Kenneth P. Saundry, President

COLLIER COUNTY
CLERK OF THE CIRCUIT COURT
COPY

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 17 day of June, 2002, by Kenneth P. Saundry, Jr. as President of Kenco Development, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC
Name:_____
Serial #:_____
My Commission Expires:

KAREN J. ROSBOROUGH
MY COMMISSION # CC 995837
EXPIRES: April 20, 2005
Bonded Thru Notary Public Underwriters

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DWIGHT E. BROCK, CLERK OF THE CIRCUIT COURT, COLLIER COUNTY FLORIDA
REC $69.50

Instrument prepared by
and after recording return to:
Ashley D. Lupo, Esq.
Roetzel & Andress
850 Park Shore Drive
Naples, FL 34103
(239) 649-6200

(space above this line for recording)

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the duly elected and acting President of Indigo Lakes Master Association, Inc., a Florida corporation not-for-profit, does hereby certify that at the duly noticed meeting of the members held on March 8, 2011, at which a quorum was established, that (i) the amendments to the Master Declaration of Covenants, Conditions and Restrictions for Indigo Lakes, as set forth on Exhibit "A", were approved by the required vote of the members; and (ii) the amendments to the By-Laws of Indigo Lakes Master Association, Inc., a Florida corporation not-for-profit, as set forth on Exhibit "B", were approved by the required vote of the members. The Master Declaration of Covenants, Conditions and Restrictions for Indigo Lakes, was originally recorded at Official Records Book 2683, Page 2615, et. seq. of the Public Records of Collier County, Florida.

COPY
CLERK OF THE CIRCUIT COURT

INDIGO LAKES MASTER ASSOCIATION, INC., A FLORIDA CORPORATION NOT-FOR-PROFIT

(SEAL)

Witness Signature

Dorun Wallack
Print Name

Witness Signature

ANN M ABENANTI
Print Name

Robert Donnan, President

Date: 3-25-2011

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 25 day of MARCH, 2011, by Robert Donnan, as President of Indigo Lakes Master Association, Inc., the corporation described in the foregoing instrument and who is ( ) personally known to me or who has produced _____ as identification.

ANN M. ABENANTI
Comm# DD0789434
Expires 6/25/2012
Florida Notary Assn., Inc

Notary Public
Print Name:
My Commission Expires:

EXHIBIT "A"
AMENDMENTS TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR INDIGO LAKES

Additions indicated by underlining.
Deletions indicated by ~~strikethrough~~.

5.0 USE RESTRICTIONS

[Sections 5.1 through 5.30 remain unchanged.]

5.31 LEASING. The lease of a Lot by an Owner shall be subject to the following restrictions, which each Owner covenants to observe:

5.31.1 Prior Approval. Prior to the lease, it is the responsibility of the Owner to provide the tenant the complete set of the Master Association Documents and any other documents required by law. No Owner may effectively lease a Lot or any interest therein without the prior written approval of the Board of Directors.

5.31.2 Procedures.

(A) Notice to Association.

(1) Lease. An Owner intending to lease their dwelling unit on their Lot shall give to the Board of Directors or its designee, written notice of such intention at least twenty (20) days prior to first date of occupancy pursuant to the proposed lease, together with the proposed lease, the name and addresses of the proposed tenant and other proposed occupants and such other information as the Board may reasonably require. The Association may charge a reasonable transfer fee for the cost of processing each application.

(2) Failure to give Notice. If no notice is given, the Board at its election may approve or disapprove the lease without prior notice. If it disapproves, the Board shall proceed as if it received notice on the date of such disapproval; however, the proposed transferee may provide the Board with the required notice and request reconsideration.

(B) Within twenty (20) days of receipt of the required notice and all information requested, but not later than sixty (60) days after receipt of the notice, whichever occurs first, the Board shall approve or disapprove the lease. If the Board neither approves or disapproves within the required time period, such failure to act shall be deemed the equivalent of approval.

(C) Disapproval.

The Board may disapprove a proposed lease only if a majority of the whole Board votes to disapprove the transfer. The Board shall adopt rules and regulations specifically detailing the criteria for disapproval or approval. Such criteria shall include that good cause for disapproval exists if the person seeking approval or any proposed occupant has been convicted of a felony involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude, including any person registered as a sexual predator or sexual offender or that has been involved with child molestation or pedophilia. If the Owner is delinquent on Assessments or other money owed to the Association at the time of application, the Board may deny the lease or provide conditional approval

based upon a separate agreement with the Owner. The Board may appoint a designee with full authority to approve or disapprove a lease pursuant to its established criteria.

5.31.3 Leasing Requirements. All leases must and shall be deemed to contain the agreement of the tenant(s) to abide by all of the restrictions contained in the Master Association Documents and shall be deemed to provide that a violation of the Master Association Documents is grounds for the Association to seek damages, termination and eviction and that the tenant and the Owner agree that the Association may proceed against either the Owner or the tenant and that the Owner or the tenant shall be responsible for the Association's costs and expenses, including attorney's fees and costs. The Association shall have the right pursuant to Florida Statutes, as the same may be amended from time to time, to collect the rent from a tenant under any lease for the payment of unpaid assessments of an Owner. Only entire Lots may be leased. The minimum leasing period is ninety (90) days and the maximum leasing period is one (1) year. No Lot may be leased more than three (3) times in any one (1) calendar year. For purposes of this restriction, the first day of occupancy under the lease shall conclusively determine in which year the lease occurs. No Lot may be used on a "time share" basis or another rotating, transient basis (for example, as a "perk" for the employees, vendors or customers of an Owner or the Owner's corporation). The proposed tenants and occupants must be natural persons as opposed to a corporation or other artificial entity. The proposed tenants and occupants must be members of a single family. Guests of tenants may not occupy a Lot unless the tenant is also present. Each Owner is responsible for the financial conduct, criminal conduct and moral turpitude of any lessee.

5.31.4 Unapproved Leases. Any lease which is not approved pursuant to the terms of this Declaration shall be void unless subsequently approved in writing by the Board. The Association may proceed against the Owner and/or occupant for eviction, whether or not the occupant occupies the unit as part of a transfer, and that the Owner and/or the occupant shall be responsible for the Association's costs and expenses including attorney's fees and costs.

5.31.5 Sexual Predators. No occupant of a Lot or Residential Tract, including, without limitation, any owner, guest or tenant, shall be a registered sexual predator or sexual offender or have been involved with child molestation or pedophilia. In the event that any occupant of a Lot or Residential Tract is a registered sexual predator or sexual offender or has been involved with child molestation or pedophilia, the Owner agrees that the Association may proceed against either the Owner and/or the occupant to evict such individual who has violated this Paragraph 5.31.4 and that the Owner and/or the occupant shall be responsible for the Association's costs and expenses for such eviction action, including attorney's fees and costs.

7.0 COVENANT FOR MAINTENANCE ASSESSMENTS.

7.1 General Purposes. The Master Association is organized for the purpose of providing common services to the Lot and Tract Owners; owning and maintaining landscaping and lighting on the Master Association Property; maintaining the Landscape Buffer and drainage easements; maintaining the Conservation Areas and Master Association Property; maintaining the surface water and/or storm water management systems; providing enforcement of the Master Association Documents and engaging in activities for the mutual benefit of the Owners. The Master Association shall have the right to increase or reduce the services it provides by affirmative vote of the members in accordance with the By Laws of the Master Association. In order to pay for these services, the Master Association will charge Assessments against the Lots, Tracts and their Owners. All properties dedicated to and accepted by the Master Association, Collier County, the Collier County Water Sewer District or any other public or quasi-public authority shall be exempt from Assessments.

7.2 Obligation for Assessments. Each owner of a Lot or Residential Tract shall be personally

obligated for their proportionate share of the Assessment coming due during the time such Owner owned the Lot or Residential Lot. Provided, however, the Assessment assessed against any Lot shall be reduced to one-half (1/2) of the regular Assessment for a period of six months from the date the Declarant conveys the Lot to a Builder or Owner, or until a certificate of occupancy is issued for a dwelling on the Lot, whichever occurs first. At that time, the Assessment for the Lot shall revert to the full Assessment.

7.3 Collection of Assessment.

7.3.1 If any Residential Tract has been platted or condominiumized and a Neighborhood Association has been formed for the operation and maintenance of said developed Residential Tract, then that Neighborhood Association shall be responsible for collecting and remitting Assessments to the Master Association. In the event said Neighborhood Association fails or refuses to collect the Master Association Assessments, then the Master Association may elect to collect the Assessment directly from the Lot Owners. Provided, however, and notwithstanding the foregoing, while a declarant under any Neighborhood Association is in control of the association, the Neighborhood Association Declarant may be excused from payment of all or a portion of its share of the Master Association expenses and Assessments related to its Lots by the Declarant and may pay less than a full assessment until the earlier of (i) when the declarant conveys title to a Lot to a third party, or (ii) six (6) months after the declarant takes title to a Lot, or (iii) until such time as the declarant no longer is in control of the Neighborhood Association. At that time, a full ~~a~~Assessment will be assessed against the lot.

7.3.2 If any Residential Tract has not been developed then the ~~a~~Assessment shall be paid by the ~~o~~Owner or ~~o~~Owners of the Residential Tract directly to the Master Association.

7.3.3 If any Residential Tract has been developed, but a Neighborhood Association has not been created for the governance of such Tract, the Master Association shall be responsible for collecting all ~~a~~Assessments.

7.4 Allocation of Assessments. The total Maintenance Assessment shall be allocated and assessed to the Lots at a uniform rate for each Lot, regardless of whether the Lot is a platted single-family lot, attached villa, condominium unit or some other subdivision of the Property.

7.5 Creation of Lien for Maintenance Assessments. All Lots and Residential Tracts are subject to a continuing lien to secure the payment of Maintenance Assessments due to the Master Association in accordance with the provisions of this Declaration; provided, however, a declarant under any Neighborhood Association may be excused from payment of its share of the operating expenses and assessments of the Neighborhood Association by the Declarant. This continuing lien will also secure interest on unpaid Assessments, late fees and the costs of collecting unpaid Assessments including reasonable attorney's fees. The Master Association shall have the right to a lien on each Lot or Residential Tract for unpaid Assessments~~, unless exempted herein~~. The Lien will be effective from and shall relate back to the date on which the Declaration was original recorded and such claim of lien shall be perfected from and after recording a Claim of Lien in the Public Records of Collier County, Florida, stating the Lot or Tract description, the name of the record Owner, the amount due, and the due date. The lien will remain in effect until all sums due to the Master Association have been fully paid. All Lots and Tracts shall be sold, transferred and conveyed subject to the terms and provisions of the continuing lien described in this paragraph. The Master Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Master Association setting forth whether the assessments on a specific Lot or Tracts has been paid. A properly executed Certificate of the Master Association as to the status of assessments on a Lot or Tract is binding upon the

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Master Association as of the date of its issuance.

7.6 Annual Assessments. The Board of Directors shall fix the amount and the due date of the Maintenance Assessment annually, not later than January 1 of each year. Initially, all Assessments shall be payable in one annual installment. The Board of Directors shall notify the Owners of each Lot or Tract of their representative Neighborhood Association of the amount and the date on which the Assessments are payable and the place of payment.

7.7 Special Assessments. The Board off Directors may levy a special Assessment against some or all Lots and Residential Tracts or portions thereof to pay in whole or in part for the cost of any repair or replacement of an existing capital improvement or for the construction/acquisition of a new capital improvement without the concurrence of the Owners of any Lot or Residential Tract. The Association shall have the same rights as to collection of Special Assessments as with any other Assessments including, without limitation, the right to foreclose as set forth in Paragraph 7.8 below.

7.8 Effect of Non-Payment of Assessments. Any assessments not paid within thirty (30) days after the due date may be assessed a late charge of $25.00, together with interest from the due date at the rate of the greater of eighteen percent (18%) per annum or the maximum rate provided by law, until paid. The Master Association may bring an action against the Owner of the Lot or Tract personally for payment of the Assessment and may enforce its lien for the Assessment by foreclosure and/or any other means available under the law (including suit to recover a money judgment without thereby waiving the lien to secure same). All payments received by the Master Association shall be applied first to any interest accrued, then to any administrative or late fee, then to any costs and fees, including attorneys' fees incurred in collection, and then to the delinquent aAssessment. ~~The Board of Directors may waive late charges and/or payment of interest on an Assessment, but may not waive payment of the Assessment.~~ No Member of the Master Association nor any member of a Neighborhood Association may waive or otherwise escape liability for Assessments by non-use of Master Association Property, or by abandonment of the Lot or Tract owned by such Owner. In an action to enforce any aAssessments, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, including attorneys' fees and costs on appeal.

7.9 Subordination of Lien to Mortgages. ~~The lien of any Assessment authorized by this Declaration shall be subordinate to the lien of any institutional first mortgage on any Lot or Tract, as long as all Assessments levied against the Lot or Tract, which fell due on or prior to the date the Mortgage is recorded, have been paid. The liens of such Assessments shall be extinguished, but not the personal liability of the prior Owner for such Assessments. Although the acquirer of title, its successors and assigns, shall not be liable for that share of the common expenses or Assessments chargeable to the Lot or the Owner thereof, which became due prior to the acquisition of title by such institutional first mortgagee or purchaser at its foreclosure sale, such unpaid share of expenses or Assessments shall be deemed to be common expenses collectible from the Owners of all the Lots of the Tract, including the acquirer, its successors and assigns. The sale or transfer of any Lot or Tract pursuant to an institutional first mortgage foreclosure proceeding or by a deed in lieu of foreclosure to an institutional first mortgagee shall extinguish the lien for Assessment, which fell due prior to the date of such sale, transfer or foreclosure, but not for Assessments which fall due after such date.~~ When an Institutional Mortgagee (as defined below) obtains title to a Lot and/or Residential Tract as a result of a foreclosure of its first Institutional Mortgage (as defined below) in which it names the Association as a defendant in its initial pleadings, or obtains title to a Lot and/or Residential Tract as a result of a deed in lieu of foreclosure, such Institutional Mortgagee who acquires title shall be liable for unpaid assessments except as may be limited by Chapter 720 Florida Statutes, the "Homeowners Act" as it now exists and as it may be amended from time to time ("Homeowners Act"), plus interest at the maximum rate of law, late fees, collection costs and attorneys' fees and costs incurred by the Association to collect such Assessment, unless the Association's claim of lien was

recorded prior to the Institutional Mortgage in which event the Institutional Mortgagee who obtains title shall be liable for all unpaid assessments plus interest at the maximum rate of law, late fees, collection costs and attorneys' fees and costs incurred by the Association to collect such Assessment. Except as set forth in the preceding sentence, the Association's claim of lien shall be superior to, and take priority over, any other mortgage or lien regardless of when recorded. Any lease of a Lot or Residential Tract shall be subordinate and inferior to any claim of lien of the Association, regardless of when the lease was executed. A mortgagee in possession, a receiver, a purchaser at a foreclosure sale, an assignee of a credit bid, or a mortgagee that has acquired title by deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser, or mortgagee shall hold title subject to the liability and lien of any assessment coming due after foreclosure or conveyance in lieu of foreclosure and except for an Institutional Mortgagee who shall be liable as set forth above, shall be liable for all assessments, charges, attorney's fees and costs of collection that came due prior to foreclosure or deed in lieu of foreclosure. Any unpaid assessment which cannot be collected as a lien against any Parcel by reason of the provisions of this Section shall be treated as a common expense. An Owner shall be jointly and severally liable with the previous parcel Owner for all unpaid assessments that came due up to the time of transfer of title. "Institutional Mortgage" means the mortgagee or assignee of a first mortgage against a Lot or Living Unit which mortgagee or assignee is a bank, savings and loan association, mortgage company, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration, or any agency of the United States of America. The term also refers to any holder of a first mortgage against a Lot which mortgage is guaranteed or insured (as evidenced by a recorded instrument) by the Federal Housing Administration, the Veterans Administration, any agency of the United States of America or by any other public or private agency engaged in the business of purchasing, guaranteeing or insuring residential mortgage loans, and their successors and assigns. An "Institutional Mortgage" is a first mortgage held by an Institutional Mortgagee encumbering a Lot or Residential Tract.

7.10 Capital Contribution. The Board may, at its sole discretion, require the payment of an initial capital contribution upon the sale or other conveyance of a Lot which amount of the initial capital contribution shall be set by the Board. This capital contribution shall be paid to the Master Association at closing, and the Master Association shall have the right to lien a Lot for nonpayment of the capital contribution and enforce its rights in the same manner as for an Assessment described herein, including, without limitation, the right to foreclose on such lien.

~~7.11 Declarant's Guaranty. Notwithstanding any provision of this Declaration or the Master Association's Articles or By-Laws to the contrary, the Declarant shall not be obligated for, nor subject to, any annual Assessment for any Lot, Tract or parcel which it may own; provided the Declarant shall be responsible for paying the difference between the Association's expenses of operation otherwise to be funded by annual Assessments and the amount received from Owners, other than the Declarant, in payment of the annual Assessments levied against their respective Lots or Tracts. Such difference, herein called the "Deficiency," shall not include any reserve for replacement, operating reserves, depreciation reserves, capital expenditures or special Assessments. The Declarant shall not be responsible for any of such reserves. The Declarant may at any time give sixty (60) days' written notice to the Association of its intention to terminate its responsibility for the Deficiency, and waiving its right to exclusion from annual Assessments. Upon the conclusion of the sixty (60) day period, each Lot or Tract owned by Declarant shall thereafter be assessed at twenty-five (25%) of the annual Assessment established for Lots or Tracts owned by Members other than the Declarant. Upon transfer of title of a Lot or Tract owned by the Declarant, the Lot or Tract shall be assessed in the amount established for Lots or Tracts owned by Owners other than the Declarant, prorated as of and commencing with the date of transfer of title. The Declarant may assign this right to guarantee the Deficiency, in whole or in part, to any sub-developer or declarant of a Neighborhood Association.~~

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10.0 GENERAL PROVISIONS

[Sections 10.1 through 10.3.2 remain unchanged.]

10.3.2 ~~Until the Declarant turns over control of the Master Association to Members other than the Declarant, the Declarant may unilaterally change, modify, or amend any provision of this Declaration in whole or in part by executing a written instrument making such changes and having the same duly recorded in the Public Records of Collier County, Florida.~~[This Section Intentionally Left Blank].

10.3.3 ~~After turnover of control of the Master Association from the Declarant to Members other than the Declarant, a~~Amendments to this Declaration may be made upon the approval by two-thirds (2/3)-of the Members present and voting in person or by proxy at a duly called meeting~~total membership vote~~. Such action may be taken at any annual or special meeting of the Master Association, or by certified written ballot, as long as written notice of such proposed action or amendment is given in the notice of the meeting or scheduled vote. Upon approval by the necessary vote, any amendment to this Declaration shall become effective upon the recording of the amendment in the Public Records of Collier County, Florida.

[Sections 10.3.4 through 10.3.5 remain unchanged.]

~~10.3.6 Prior to turnover of control of the Association to Members other than the Declarant, the Declarant specifically reserves the right to add additional property to the Association and subject such property to the terms and conditions of this Declaration, or to remove property from the Association and release such property from the terms and conditions of the Declaration by recording an amendment, executed solely by the Declarant, in the Public Records of Collier County, Florida.~~

[Sections 10.4 through 10.15 remain unchanged.]

COLLIER COUNTY CLERK OF THE CIRCUIT COURT

EXHIBIT "B"
AMENDMENTS TO THE BY-LAWS OF INDIGO LAKES MASTER ASSOCIATION, INC., A FLORIDA CORPORATION NOT-FOR-PROFIT

Additions indicated by underlining.
Deletions indicated by ~~strikethrough~~.

2.0 MEMBERSHIP, VOTING, QUORUM, PROXIES

[Sections 2.1 through 2.3 remain unchanged.]

2.4 Majority Vote. The acts approved by a majority of~~two thirds (2/3) of the total votes available to be cast by~~ the Members, ~~whether~~ present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Members for all purposes, except as otherwise provided by law, the Article or these By-Laws.

8.0 AMENDMENTS TO BY-LAWS. These By-Laws may be altered, amended, or rescinded by the approval of two-thirds (2/3) of the voting interests present, in person or by proxy, at any annual or special meeting called for that purpose at which a quorum has been attained~~, in the same manner as is provided in the Articles of Incorporation for the amendment of said Articles. Provided, however, these By-Laws may be unilaterally amended by the Declarant prior to turnover of control of the Association from the Declarant to Members other than the Declarant, by recording an amendment, signed solely by the Declarant, in the public records of Collier County, Florida~~.

COLLIER COUNTY
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REC $27.00

Instrument prepared by and after
recording return to:
Ashley D. Lupo, Esq.
Roetzel & Andress
850 Park Shore Drive
Naples, FL 34103
(239) 649-6200

(Space above line for recording information)

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the duly elected and acting President of Indigo Lakes Master Association, Inc., a Florida corporation, not for profit, does hereby certify that at the duly noticed annual members' meeting held on November 3, 2012, at which a quorum was established, the amendments to the Master Declaration of Covenants, Conditions and Restrictions for Indigo Lakes and the amendments to the By-laws of Indigo Lakes Master Association, Inc. set forth on Exhibits "A" and "B" respectively, were approved by the required vote of the members. The Master Declaration of Covenants, Conditions and Restrictions for Indigo Lakes was originally recorded at O.R. Book 2683, Page 2615, et seq., Public Records of Collier County, Florida.

INDIGO LAKES MASTER
ASSOCIATION, INC.
(SEAL)

Witness:
Print Name: Nikole Danastor

Name: Raymond Acem
Its: President

Witness:
Print Name: David Zuniga

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 27th day of November, 2012, by Raymond Acem, as President of Indigo Lakes Master Association, Inc., the corporation described in the foregoing instrument and who is (✓) personally known to me or who has produced _____ as identification and acknowledged executing the same under authority vested in him/her by said corporation and the seal affixed thereto is the seal of said corporation.

Notary Public
Print Name:
My Commission Expires:

CAROLYN SUE ELWIN
NOTARY PUBLIC
STATE OF FLORIDA
Comm# DD0919130
Expires 8/23/2013

AMENDMENTS TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR INDIGO LAKES

New language indicated by underlining.
Deleted language indicated by ~~strikethrough~~.

New Section 5.32

5.32 Mailboxes. The Association shall be responsible for the maintenance, repair and replacement of mailboxes and their supporting structures on each Lot. The cost shall be a common expense of the Association, except where damage is the result of the intentional or negligent act of the Owner, his tenants, agents, invitees or guests in which case the Association shall perform the work at the Owners' expense and such cost shall be a Special Assessment against such Lot. The Association may, as part of its obligations hereunder, implement a uniform mailbox assembly program for all mailboxes.

7. COVENANT FOR MAINTENANCE ASSESSMENTS.

[Sections 7.1 through 7.7 remain unchanged]

7.8 Effect of Non-Payment of Assessments. Any assessment not paid within thirty (30) days after the due date may be assessed a late charge of $25.00, together with interest from the due date at the rate of the greater of eighteen percent (18%) per annum or the maximum rate provided by law, until paid. The Master Association may bring an action against the Owner of the Lot or Tract personally for payment of the Assessment and may enforce its lien for the Assessment by foreclosure and/or any other means available under the law (including suit to recover a money judgment without thereby waiving the lien to secure same). All payments received by the Master Association shall be applied first to any interest accrued, then to any administrative or late fee, then to any costs and fees, including attorneys' fees incurred in collection, and then to the delinquent Assessment. No Member of the Master Association nor any member of a Neighborhood Association may waive or otherwise escape liability for Assessments by non-use of Master Association Property, or by abandonment of the Lot or Tract owned by such Owner. The Board of Directors may negotiate a reduction in the total amount due and owing by an Owner only in cases of bankruptcy, short sales, foreclosures or settlement discussions related to proposed or pending litigation. Approval for a reduction of amounts due to the Association requires a Board vote of a majority plus one of Directors present at a duly called Board meeting. In an action to enforce any Assessments, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, including attorneys' fees and costs on appeal, including those fees and costs incurred in the defense of any mortgage foreclosure action brought against an owner.

[Sections 7.9 through 7.10 remain unchanged]

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AMENDMENT TO THE BY-LAWS OF
INDIGO LAKES MASTER ASSOCIATION, INC.

New language indicated by underlining.
Deleted language indicated by ~~strikethrough~~.

2.0 MEMBERSHIP, VOTING, QUORUM, PROXIES.

[Section 2.1 remains unchanged]

2.2 Quorum. Members entitled to cast ~~fifty~~twenty percent (~~50~~20%) of the total votes available to be cast by the Members, whether present in person or by proxy, shall be required for and shall constitute a quorum at all meetings of the Members for the transaction of business, except as otherwise provided by law, the Articles or these By-Laws.

[Sections 2.3 and 2.4 remain unchanged]

4.0 BOARD OF DIRECTORS.

[Sections 4.1 through 4.16 remain unchanged]

4.17 ~~Proviso.~~ Communication Contracts. ~~Notwithstanding anything to contained herein to the contrary, the directors shall not have the right or authority to do any act or take any actions wherein the same would limit, modify, or abridge the rights privileges, and immunities of the Developer or of the construction lender or its assigns in the event the construction lender has taken control of the project by foreclosure or deed in lieu of foreclosure as set forth in the Declaration, the Articles or these By-Laws.~~ Information services, Cable TV or Internet services obtained pursuant to a bulk contract shall be deemed an operating expense of the Association. The Board may contract for such services with prior approval of a majority of the voting interests present at a regular or special meeting of the Association. Any contract entered into by the Board shall provide that a hearing-impaired or legally blind Lot Owner who does not occupy the Lot with a non-hearing-impaired or sighted person, or a Lot Owner who receives supplemental security income under Title XVI of the Social Security Act or food assistance as administered by the Department of Children and Family Services pursuant to Fla. Stats. Section 414.31, may discontinue the service without incurring disconnect fees, penalties, or subsequent service charges, and may not be required to pay any operating expenses charge related to such service for those Lots. If fewer than all Owners share the expenses of the communications services, information services, or Internet services, the expense must be shared by all participating Lot Owners. The Association may use the provisions of Florida Statutes Section 720.3085 to enforce payment by the Lot Owners receiving such services.

[Section 4.18 remains unchanged]

COLLIER COUNTY
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10/16/2001 at 07:12AM DWIGHT B. BROCK, CLERK
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GARLICK STETLER ET AL
PICK UP

Prepared by and return to:
Matthew L. Grabinski, Esq.
Garlick, Stetler & Peeples, LLP
5551 Ridgewood Dr., Suite 101
Naples, Florida 34108

(INDIGO PRESERVE)

SUPPLEMENT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR INDIGO LAKES

This Supplemental Declaration, made as of the date hereinafter set forth by KENCO DEVELOPMENT, INC., a Florida corporation (hereinafter referred to as "Declarant"), joined by INDIGO PRESERVE, LLC, A Florida limited liability company, owner of the property described in Exhibit "A".

COLLIER COUNTY
CLERK OF THE CIRCUIT COURT
COPY

WITNESSETH:

WHEREAS, Declarant has recorded the Master Declaration of Covenants, Conditions and Restrictions for Indigo Lakes in Official Records Book 2683, page 2615 of the Public Records of Collier County, Florida (the "Master Declaration"); and

WHEREAS, Section 10.3.6 of the Master Declaration provides that prior to turnover of control of the Association to Members other than the Declarant, the Declarant specifically reserves the right to add additional property to the Association and subject such property to the terms and conditions of the Declaration, by recording an amendment, executed solely by the Declarant, in the Public Records of Collier County, Florida; and

WHEREAS, the Declarant has not turned over control of the Association to Members other than the Declarant; and

WHEREAS, the Declarant wishes to add property to the Association and subject such property to the terms and conditions of the Master Declaration; and

WHEREAS, paragraph 10.6 of the Master Declaration reserves to the Declarant the right, without the consent of any Owner, to subject the Property, or specific portions of the Property, to further covenants, conditions and restrictions by recording a Supplemental Declaration in the Public Records of Collier County, Florida; and

WHEREAS, the Declarant wishes to subject the property described in attached Exhibit "A," attached hereto and incorporated herein, to additional covenants, conditions and restrictions pursuant to Section 10.6 of the Master Declaration; and

NOW, THEREFORE, the Declarant hereby declares that all of the property described in Exhibit "A" attached hereto and incorporated herein is added to the Association, and is subject to the terms and conditions of the Master Declaration and this Supplemental Declaration, and the property described in Exhibit "A" shall be held, sold and conveyed subject to the easements, covenants, terms, conditions and restrictions contained in the Master Declaration and this Supplemental Declaration which are for the purpose of protecting the value and desirability of, and which shall run with the real property described in Exhibit "A", and be binding on all parties having any right, title or interest in the property described in Exhibit "A", or any part thereof, their heirs, successors and assigns and shall accrue to the benefit of each owner thereof.

ARTICLE I

DEFENITIONS

1.1 Unless otherwise defined, all terms used herein shall have the same meaning as such terms are defined in the Master Declaration of Covenants, Conditions and Restrictions for Indigo Lakes.

1.2 Whenever a term is used herein, use of the singular shall include the plural, use of the plural shall include the singular, and the use of one gender shall include all genders.

1.3 "Supplemental Declaration" shall mean and refer to this Supplement to the Master Declaration of Covenants, Conditions and Restrictions for Indigo Lakes.

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ARTICLE II

ARCHITECTURAL CRITERIA AND BUILDING RESTRICTIONS.

2.1 Residential Building. No building or structure shall be erected, placed, or permitted to remain on any Lot other than one (1) detached single-family dwelling and attached garage.

2.2 Building Lines. No structure shall be located closer than twenty five (25) feet to the front Lot line. On any Lot having a curved front Lot line, no structure shall be located closer than twenty five (25) feet to any point on the curved front Lot line. No structure shall be located closer than twenty-five (25) feet to any side street line, closer than twenty (20) feet to a rear Lot line (except that pool decks and screened pool enclosures shall not be closer than ten [10] feet to the rear Lot line) and closer than seven and one-half (7.5) feet to a side interior Lot line. For the purpose of this covenant, eaves, concrete slabs, steps and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot. If there is any conflict between this covenant and zoning regulations of the proper governing authority, the more restrictive regulations shall apply.

2.3 Building Height. The dwelling on each Lot shall not exceed thirty-five (35) feet in height and shall not contain more than two (2) stories.

2.4 Minimum Floor Space. Each single story dwelling located on a Lot shall contain not less than three thousand (3,000) square feet of livable, enclosed floor area, exclusive of garage and open or screened porches, terraces or patios, of which not less than 1500 square feet of living area shall be at ground level. Each two story dwelling located on a Lot shall contain not less than three thousand five hundred (3,500) square feet of livable enclosed floor area, exclusive of garage and open or screened porches, terraces or patios, of which not less than 2300 square feet of living area shall be at ground level.

2.5 Construction Quality. All dwellings shall be constructed in conformity with all applicable Building Codes.

2.6 Roofs. Flat roofs shall be permitted over porches, patios and terraces. There shall be no flat roofs on any other part of a building. No primary portion of straight cable or hip roofs shall be built with a pitch lower than 5:12. The composition of all pitched roofs shall be clay tile, concrete tile, or other composition approved by the Architectural Review Committee ("ARC"). No other material shall be permitted.

2.7 Exterior Covering, Siding and Paint.

(a) There shall be no artificial brick or stone, aluminum, vinyl or other siding materials used on the exterior of the buildings or other structures, including facia and soffets, without first receiving written approval of the ARC as to type, color, and texture of the material.

(b) All paint used on the exterior body of any residence shall be subdued in its tone. Colors should be selected to harmonize with the natural environment of the Subdivision. They should not be loud or bright. No more than one paint color may be used for the body of each residence and no more than two accent trim colors. Paint colors shall be submitted for approval prior to being applied on any residence.

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2.8 Garages. Unless otherwise specifically approved by the ARC, no garage, tool shed, or storage room may be constructed separate and apart from the dwelling. Each dwelling shall have a private and enclosed garage for not less than two (2) and not more than three (3) cars. No carport shall be permitted. No garage shall be permanently enclosed or converted to other use without the substitution of another garage on the Lot meeting the requirements of this Declaration.

2.9 Garage Doors. All garage doors shall be steel construction and shall be decorative in design to complement the exterior elevation of each individual residence. Garage doors should remain closed when not in use.

2.10 Driveways. All dwellings shall have a driveway constructed of decorative interlocking pavers installed in a stable and permanent manner. Each driveway shall be not less than 16 feet in width at the portion of the driveway that meets the garage of the dwelling to which it serves. An Owner shall repair in a neat and orderly fashion any and all curbs damaged or broken in the construction of a driveway or dwelling on the Owner's Lot.

2.11 Sidewalks. Each Owner shall construct a sidewalk in the platted right-of-way contiguous to and across the entire front Lot line of his Lot in accordance with the requirements of the Building Codes of Collier County, Florida, and the composition, design and location of sidewalks shall be subject to approval by the ARC.

2.12 Swimming Pools. Swimming pools may be constructed on any Lot upon the approval of the location and materials by the ARC, provided that access to them from the Lot is controlled from all directions by fencing and the residential structure. If pools are protected by screens, such screens and their structures shall be subject to approval by the ARC. Swimming pools shall be only of the in-ground type and shall be constructed of concrete or concrete-type materials (fiberglass pools are prohibited).

2.13 Recreation Facilities.

(a) All recreation facilities, including, without limitation by specification, swimming pools, tennis courts, basketball backboards, platforms, playhouses, dog houses, and any other play or recreation structures, or other structures of a similar kind or nature (collectively referred to herein as "Recreation Facilities"), and any patio, screening or other improvement constructed or used in connection therewith, whether on a Lot on which a dwelling is located or on an adjoining Lot purchased for the construction of any such recreation facility, shall be adequately walled, fenced or landscaped in a manner specifically approved by the ARC so as to provide a buffer between neighbors and prevent the general viewing thereof.

(b) No lighting of a recreation facility shall be permitted, unless otherwise specifically approved by the ARC.

(c) Lighting of a recreation facility, where permitted, shall be designed so as to buffer the surrounding residences from such lighting.

2.14 Landscaping. A landscaping plan for each Lot shall be submitted to the ARC for approval. No building construction or landscape installation shall be permitted without ARC approval of the landscape plan. All landscaping must conform to all codes and requirements of the local governing agencies. In reviewing landscaping plans, the ARC shall encourage owners to submit plans that are consistent and harmonious with landscaping in the neighborhood. No artificial vegetation shall be permitted on a Lot outside of the structure thereon. No structure, planting or other material shall be placed or permitted to remain on a Lot which may damage or interfere with the elevation or slope of the surface of the Lot, create erosion or sliding problems, change the direction of flow of drainage channels, or obstruct or retard the flow of water through drainage channels. The entire Lot and any portion of the right-of-way, as shown on the plat, between the street pavement and the front Lot line of a Lot, shall be irrigated with an in-ground irrigation system and maintained by the Owner of the respective Lot. All Lots shall be fully sodded, using Floritam or St. Augustine type of sod. Each Lot Owner shall also be required to sod that portion of the right-of-way lying between the street pavement and the front Lot line. All Lots fronting on any lake, canal or extension of any retention system shall install, mow and maintain sod to the high water line which occurs in any part of the lake or retention system which borders on each effected Lot. A minimum of two percent (2%) of the construction cost of each residential dwelling unit shall be used to purchase new plants to be planted at the front of

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each residence, and planted and distributed surrounding the residence and residence yard, consistent with pre-approved ARC submittals. The two percent (2%) minimum shall be subject to annual Consumer Price Index increases commencing one (1) year from the recording hereof. This planting expense shall not include the cost of sod, irrigation sprinklers, mulch or other associated landscape materials for each residence. Each Lot Owner shall also be required to maintain any portion of any landscape buffer easement which is located on their Lot.

2.15 Trees. No tree greater than four (4) inches in diameter and greater than three (3) feet in height above the natural grade of the Lot shall be cut or removed without the specific prior approval of the ARC. The ARC may require that any such trees removed from a Lot be transplanted to Master Association Property at the expense of the respective Lot owner. A minimum of three (3) native trees (excluding pine trees), two (2) of which must be live oak or laurel oak, are required to be planted, retained, or preserved for each residence. These trees must be planted or retained in the front setback area of each residence. These trees shall be a minimum of six (6) feet in height, have a drip line of a minimum of three (3) feet in diameter, and be a minimum of one and one half (1-1/2) inches in diameter measured four (4) feet above the finished grade. The trees shall remain perpetually on each Lot. Notwithstanding the foregoing, trees must conform to any stricter standards required by any applicable governmental entity.

2.16 Lot Clearing.

(a) If any unauthorized clearing takes place on any Lot or on Master Association Property, restoration of the Lot or Master Association Property to their original condition must be made. The restoration plans as to location of plant material, size and type must be submitted to the ARC for approval. If the Owner of any Lot (or his contractors, agents or invitees) that has been cleared without written authorization of the ARC, fails to restore said Lot or Master Association Property damaged by the Owner (or his contractors, agents or invitees) within fifteen (15) days of receipt of written notice from the ARC, then the ARC may make such restoration; the cost of which shall be assessed against the Lot Owner and his Lot and collected in the same manner as other assessments provided for in the Master Declaration.

(b) In the event that any tree required to be maintained pursuant to the provisions of this Declaration shall die either by disease or neglect, said tree shall be replanted with the same or similar type of tree to comply with these minimum requirements. Upon notification by the Association or the local governing agency, each Owner shall have thirty (30) days to replant/replace said trees required under these restrictions. Credit for trees can be given by the ARC for existing native trees that are used in the final landscaping plan of each residence.

2.17 Utility, Access and Drainage Easements; Lake Areas; and Wetland Areas.

(a) Easements for installation and maintenance of utilities and drainage facilities are shown on the Plat, or are of record, and the same are reserved for such use. Within these easements, or on any Lot, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements, unless approved by the Master Association, Collier County and, if applicable, South Florida Water Management

COLLIER COUNTY CLERK OF THE CIRCUIT COURT

District. It is important that the banks, berms, swales and drainage areas located within the Properties remain undisturbed and properly maintained in order to perform their function. Where any portion of such berms, swales or banks lie within a Lot, the Owner of that Lot shall maintain the same continuously and shall not disturb, damage or otherwise interfere with the berms, swales, drainage areas, and banks which are located on or adjoin the Lot. Lot swales/berms which are required to be located on certain Lots in the Subdivision pursuant to the Subdivision construction plans and South Florida Water Management District permit, and which may or may not be part of the surface water/storm water management system for the Subdivision, shall be constructed, maintained and repaired by the respective Lot Owners in accordance with said plans and permit. The initial construction of the Lot swales/berms shall be completed prior to the issuance of a certificate of occupancy for any residence to be constructed on said Lot; provided, however, initial construction of said berms and swales must be completed no later than the mandatory completion date established pursuant to the South Florida Water Management District permit, even if a residence has not been constructed on the Lot(s).

(b) Lot Owners shall not disturb or damage any plantings on Conservation Areas. In the event an Owner does damage these plants or Conservation Areas, the Owner shall be responsible for the replacement and replanting of all damaged or destroyed plants and restoration of disturbed areas within fifteen (15) days of written notification by the Declarant, the Master Association or the South Florida Water Management District.

2.18 Utility Connections. Connections for all utilities, including, but not limited to, water, sewage, electricity, telephone, gas and television shall be run underground from the proper connecting point to the building structure in such a manner as is acceptable to the respective utility authority or company and the ARC.

2.19 House Numbers and Mailboxes. All house numbers shall be uniform in color and location and shall be as specified by the ARC. All mailboxes shall be uniform as to type, color and design. The location and type of the mailboxes and house numbers shall be determined by the ARC. All mailboxes and house numbers are required to be installed prior to the occupancy of the residence.

2.20 Post Lights. Each residence constructed shall have the option to install and maintain an electric exterior post light in the front setback area prior to occupancy. Said post lights shall be uniform in design and in a standard location on each Lot. The type, color, and location of the post light shall be determined by the ARC.

ARTICLE III

ENFORCEMENT

3.1 Right to Enforce. The Master Association, Declarant, applicable Neighborhood Association, applicable governmental agency (including the South Florida Water Management District as to those matters over which such agency is given jurisdiction herein), or any Owner of a Lot or Tract shall have the right to enforce, by any proceeding at law or in equity, all covenants, conditions, restrictions, reservations, liens and charges now or hereafter imposed by the provisions of this Supplemental Declaration.

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3.2 Non-Waiver. Failure of the Master Association, Declarant, applicable Neighborhood Association, applicable governmental agency, or any Owner of a Lot or Tract to enforce any covenant, condition or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

3.3 Right to Attorneys' Fees. In any action for enforcement brought hereunder, the prevailing party shall be entitled to costs and reasonable attorneys' fees, including attorneys' fees through appellate proceedings. Such costs and attorneys' fees, including all other expended funds in connection with the curing of a violation of this Supplemental Declaration, shall become a lien upon the Lot or Tract against which such enforcement was sought.

3.4 Severability. Invalidation of any one of the covenants, conditions or restrictions contained herein, by judgment or court order, shall in no way affect any other covenant, condition or restriction which shall remain in full force and effect.

ARTICLE IV

DURATION AND AMENDMENT

4.1 Duration. Except as the same may be changed, modified or amended as hereafter provided, this Supplemental Declaration shall run with and bind the Property for a term of twenty (20) years from the date this Supplemental Declaration is recorded, at which time the term shall be automatically extended for successive periods of ten (10) years, unless modified or terminated by a duly recorded written instrument executed in conformance with the requirements described below.

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4.2 Amendment by Declarant. Until the Declarant turns over control of the Master Association to Members other than the Declarant, the Declarant may unilaterally change, modify or amend any provision of this Supplemental Declaration in whole or in part by executing a written instrument making such changes and having the same duly recorded in the Public Records of Collier County, Florida.

4.3 Amendment After Turnover. After turnover of control of the Master Association from the Declarant to Members other than the Declarant, amendments to this Declaration may be made upon the approval of two-thirds (2/3) of the Owners of Lots subject to the terms of this Supplemental Declaration. Such action may be taken at any annual or special meeting of the Master Association, or by certified written ballot, as long as written notice of such proposed action or amendment is given in the notice of the meeting or scheduled vote. After approval by the necessary vote, an amendment to this Supplemental Declaration shall become effective upon the recording of the amendment in the Public Records of Collier County, Florida.

4.4 Uniform Compliance. All amendments to this Supplemental Declaration will be in compliance with the covenants, conditions and restrictions of the Master Declaration. If there is a conflict between any provisions of this Supplemental Declaration and the Master Declaration, the Master Declaration shall control.

4.5 Reserved Rights of Declarant. Notwithstanding anything in this Supplemental Declaration to the contrary, no amendment may be made to this Supplemental Declaration which materially affects the rights of the Declarant without the Declarant's prior written consent.

ARTICLE V

ADDITIONAL LAND AND DEVELOPMENT

5.1 Addition of Lands. Prior to turnover of control of the Master Association to Members other than the Declarant, the Declarant specifically reserves the right to subject additional property to the terms and conditions of this Supplemental Declaration, or to remove and release property from the terms and conditions of this Supplemental Declaration by recording an amendment, executed solely by the Declarant, in the Public Records of Collier County, Florida.

ARTICLE VI

INTERPRETATION

Until such time as the Declarant turns over control of the Master Association to Members other than the Declarant, the Declarant shall be responsible for interpreting the provisions of this Supplemental Declaration. After turnover of control, the Board of Directors shall be responsible for interpreting the provisions of this Supplemental Declaration. Such interpretation shall binding upon all parties, unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Declarant or by the Board is not wholly unreasonable shall conclusively the establish the validity of such interpretation.

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IN WITNESS WHEREOF, this supplement to the Master Declaration of Covenants, Conditions and Restrictions for Indigo Lakes is executed this 10 of October, 2001.

Witnesses:

Printed Name: Wendell Brands

Printed Name: C. Perry Peeples

KENCO DEVELOPMENT, INC., a Florida Corporation

By: Kenneth P. Saundry, Jr.
Kenneth P. Saundry, Jr., Vice President

(Corporate Seal)

Witnesses:

INDIGO PRESERVE, LLC, A Florida Limited liability company
By: Saundry Associates, Inc. a Florida Corporation, its manager

Printed Name: Wenke O Brandes

By: _____
Kenneth P. Saundry, Jr., Vice President

Printed Name: C. Perry Peeples

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF COLLIER

The following instrument has been acknowledged before me this 10 day of October, 2001, by Kenneth P. Saundry, Jr. as Vice-President of Kenco Development, Inc., a Florida corporation, who acknowledges that he executed the foregoing supplement to the Master Declaration of covenants, conditions and restrictions for Indigo Lakes for the purposes expressed in such supplement to the Master Declaration, and who is personally known to me.

_____
Notary Public
Print Name: _____
My Commission Expires: _____

Wenke O Brandes
My Commission CC779301
Expires October 6, 2002

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STATE OF FLORIDA
COUNTY OF COLLIER

The following instrument has been acknowledged before me this 10 day of October, 2001, by Kenneth P. Saundry, Jr. as Vice-President of Saundry Associates, Inc., a Florida corporation, as Authorized Manager for Indigo Preserve, LLC, a Florida limited liability company, on behalf of said corporation, who is personally known to me.

_____
Notary Public
Print Name: _____
My Commission Expires: _____

Wenke O Brandes
My Commission CC779301
Expires October 6, 2002

EXHIBIT "A"

Parcel I:
The North 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 34, Township 48 South, Range 26 East, Collier County, Florida.

Parcel II:
The South 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 27, Township 48 South, Range 26 East, Collier County, Florida.

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2652453 OR: 2689 PG: 2116
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
06/21/2000 at 04:47PM DWIGHT B. BROCK, CLERK
REC FEE 42.00
Ret'n:
ANNIS MITCHELL ET AL
PICK UP

Prepared by and return to:
Matthew L. Grabinski, Esq.
Annis, Mitchell, Cockey, Edwards & Roehn
8889 Pelican Bay Blvd., Suite 300
Naples, Florida 34108

[50' LOTS]

SUPPLEMENTAL DECLARATION TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR INDIGO LAKES

COLLIER COUNTY
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This Supplemental Declaration to the Master Declaration of Covenants, Conditions and Restrictions for Indigo Lakes is made this 14 day of June, 2000, by KENCO DEVELOPMENT, INC., a Florida corporation (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant has recorded that certain Master Declaration of Covenants, Conditions and Restrictions for Indigo Lakes (hereinafter referred to as "Master Declaration"), in O.R. Book _____, page _____, et seq., of the Public Records of Collier County, Florida; and

WHEREAS, paragraph 10.6 of the Master Declaration reserves to the Declarant the right, without the consent of any Owner, to subject the Property, or specific portions of the Property, to further covenants, conditions and restrictions by recording a Supplemental Declaration in the Public Records of Collier County, Florida; and

WHEREAS, the Declarant wishes to subject the property described in attached Exhibit "A," attached hereto and incorporated herein, to additional covenants, conditions and restrictions pursuant to Section 10.6 of the Master Declaration; and

NOW, THEREFORE, Declarant hereby declares that all the property described in the attached Exhibit "A" shall be held, sold and conveyed subject to the following covenants, conditions and restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property, and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors and assigns, and shall accrue to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

1.1 Unless otherwise defined, all terms used herein shall have the same meaning as such terms are defined in the Master Declaration of Covenants, Conditions and Restrictions for Indigo Lakes.

1.2 Whenever a term is used herein, use of the singular shall include the plural, use of the plural shall include the singular, and the use of one gender shall include all genders.

1.3 "Supplemental Declaration" shall mean and refer to this Supplemental Declaration to Master Declaration of Covenants, Conditions and Restrictions for Indigo Lakes.

ARTICLE II

ARCHITECTURAL CRITERIA AND BUILDING RESTRICTIONS.

2.1 Residential Building. No building or structure shall be erected, placed, or permitted to remain on any Lot other than one (1) attached or detached single-family dwelling and attached garage.

2.2 Building Lines. No structure shall be located nearer than twenty (20) feet to the front Lot line. On any Lot having a curved front Lot line, no structure shall be located nearer than twenty (20) feet to any point on the curved front Lot line. No structure shall be located nearer than twenty-five (25) feet to any side street line, nearer than twenty (20) feet to a rear Lot line (except that pool decks and screened pool enclosures shall not be nearer than ten [10] feet to the rear Lot line) and nearer than five (5) feet to a side interior Lot line, provided, however, that attached villas may have a setback of zero (0) feet from an interior side Lot line on one side of a Lot. For the purpose of this covenant, eaves, concrete slabs, steps and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot. If there is any conflict between this covenant and zoning regulations of the proper governing authority, the more restrictive regulations shall apply.

2.3 Building Height. The dwelling on each Lot shall not exceed thirty-five (35) feet in height and shall not contain more than two (2) stories.

2.4 Minimum Floor Space. Each dwelling located on a Lot shall contain not less than 1,400 square feet of livable, enclosed floor area, exclusive of garage and open or screened porches, terraces or patios, of which not less than 875 square feet shall be at ground level.

2.5 Construction Quality. All dwellings shall be constructed in conformity with all applicable Building Codes.

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2.6 Roofs. Flat roofs shall be permitted over porches, patios and terraces. There shall be no flat roofs on any other part of a building. No primary portion of straight gable or hip roofs shall be built with a pitch lower than 5:12. The composition of all pitched roofs shall be tile, cedar-shake shingle, slate concrete, or other composition approved by the Architectural Review Committee ("ARC"). Asphalt shingles may be used upon approval of the ARC. No other material shall be permitted.

2.7 Exterior Covering, Siding and Paint.

(a) There shall be no artificial brick or stone, aluminum, vinyl or other siding materials used on the exterior of the buildings or other structures.

(b) All paint used on the exterior body of any residence shall be subdued in its tone. Colors should be selected to harmonize with the natural environment of the Subdivision. They should not be loud or bright. No more than one paint color may be used for the body of each residence and no more than two accent trim colors. Paint colors shall be submitted for approval prior to being applied on any residence.

2.8 Garages. Unless otherwise specifically approved by the ARC, no garage, tool shed, or storage room may be constructed separate and apart from the dwelling. Each dwelling shall have a private and enclosed garage for not less than two (2) and not more than three (3) cars. No carport shall be permitted. No garage shall be permanently enclosed or converted to other use without the substitution of another garage on the Lot meeting the requirements of this Declaration.

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2.9 Garage Doors. All garage doors shall be of wood or steel construction and shall be decorative in design to complement the exterior elevation of each individual residence. Garage doors should remain closed when not in use.

2.10 Driveways. All dwellings shall have a paved driveway of stable and permanent construction of at least sixteen (16) feet in width at the entrance of the garage. All driveways shall be constructed with concrete, unless otherwise specifically approved by the ARC. An Owner shall repair in a neat and orderly fashion any and all curbs broken in construction of a driveway entrance.

2.11 Sidewalks. Each Owner shall construct a sidewalk in the platted right-of-way contiguous to and across the entire front Lot line of his Lot in accordance with the requirements of the Building Codes of Collier County, Florida, and the composition, design and location of sidewalks shall be subject to approval by the ARC.

2.12 Swimming Pools. Swimming pools may be constructed on any Lot upon the approval of the location and materials by the ARC, provided that access to them from the Lot is controlled from all directions by fencing and the residential structure. If pools are protected by screens, such screens and their structures shall be subject to approval by the ARC. Swimming pools shall be only of the in-ground type and shall be constructed of fiberglass, concrete, or concrete-type materials. The pool deck and any spas, fountains or other such water-related structures appurtenant to a pool shall be no higher than two (2) inches below the grade level of the first-floor house pad, unless approved by the ARC.

2.13 Recreation Facilities.

(a) All recreation facilities, including, without limitation by specification, swimming pools, tennis courts, basketball backboards, platforms, playhouses, dog houses, and any other play or recreation structures, or other structures of a similar kind or nature (collectively referred to herein as "Recreation Facilities"), and any patio, screening or other improvement constructed or used in connection therewith, whether on a Lot on which a dwelling is located or on an adjoining Lot purchased for the construction of any such recreation facility, shall be adequately walled, fenced or landscaped in a manner specifically approved by the ARC so as to provide a buffer between neighbors and prevent the general viewing thereof.

(b) No lighting of a recreation facility shall be permitted, unless otherwise specifically approved by the ARC.

(c) Lighting of a recreation facility, where permitted, shall be designed so as to buffer the surrounding residences from such lighting.

2.14 Landscaping. A landscaping plan for each Lot shall be submitted to the ARC for approval. No building construction or landscape installation shall be permitted without ARC approval of the landscape plan. All landscaping must conform to all codes and requirements of the local governing agencies. In reviewing landscaping plans, the ARC shall encourage owners to submit plans that are consistent and harmonious with landscaping in the neighborhood. No artificial vegetation shall be permitted on a Lot outside of the structure thereon. No structure, planting or other material shall be placed or permitted to remain on a Lot which may damage or interfere with the elevation or slope of the surface of the Lot, create erosion or sliding problems, change the direction of flow of drainage channels, or obstruct or retard the flow of water through drainage channels. The entire Lot and any portion of the right-of-way, as shown on the plat, between the street pavement and the front Lot line of a Lot, shall be irrigated with an in-ground irrigation system and maintained by the Owner of the respective Lot. All Lots shall be fully sodded, using Floritam or St. Augustine type of sod. Each Lot Owner shall also be required to sod that portion of the right-of-way lying between the street pavement and the front Lot line. All Lots fronting on any lake, canal or extension of any retention system shall install, mow and maintain sod to the high water line which occurs in any part of the lake or retention system which borders on each effected Lot. A minimum of one percent (1%) of the construction cost (not to exceed $3,000.00) of each residential dwelling unit shall be used to purchase new plants to be planted at the front of each residence, or planted and distributed surrounding the residence and residence yard, consistent with pre-approved ARC submittals and approval. The one percent (1%) minimum and $3,000.00 maximum shall be subject to annual Consumer Price Index increases commencing one (1) year from the recording hereof. This planting expense shall not include the cost of sod, mulch or other associated landscape materials for each residence. Each Lot Owner shall also be required to maintain any portion of any landscape buffer easement which is located on their Lot.

2.15 Trees. No tree greater than four (4) inches in diameter and greater than three (3) feet in height above the natural grade of the Lot shall be cut or removed without the specific prior approval of the ARC. The ARC may require that any such trees removed from a Lot be transplanted to Master Association Property at the expense of the respective Lot owner. A

minimum of two (2) native trees (excluding pine trees), one (1) of which must be live oak or laurel oak, are required to be planted, retained, or preserved for each residence. These trees must be planted or retained in the front setback area of each residence. These trees shall be a minimum of six (6) feet in height, have a drip line of a minimum of three (3) feet in diameter, and be a minimum of one and one half (1-1/2) inches in diameter measured four (4) feet above the finished grade. The trees shall remain perpetually on each Lot. Notwithstanding the foregoing, trees must conform to any stricter standards required by any applicable governmental entity.

2.16 Lot Clearing.

(a) If any unauthorized clearing takes place on any Lot or on Master Association Property, restoration of the Lot or Master Association Property to their original condition must be made. The restoration plans as to location of plant material, size and type must be submitted to the ARC for approval. If the Owner of any Lot (or his contractors, agents or invitees) that has been cleared without written authorization of the ARC, fails to restore said Lot or Master Association Property damaged by the Owner (or his contractors, agents or invitees) within fifteen (15) days of receipt of written notice from the ARC, then the ARC may make such restoration; the cost of which shall be assessed against the Lot Owner and his Lot and collected in the same manner as other assessments provided for in the Master Declaration.

(b) In the event that any tree required to be maintained pursuant to the provisions of this Declaration shall die either by disease or neglect, said tree shall be replanted with the same or similar type of tree to comply with these minimum requirements. Upon notification by the Association or the local governing agency, each Owner shall have thirty (30) days to replant/replace said trees required under these restrictions. Credit for trees can be given by the ARC for existing native trees that are used in the final landscaping plan of each residence.

2.17 Utility, Access and Drainage Easements; Lake Areas; and Wetland Areas.

(a) Easements for installation and maintenance of utilities and drainage facilities are shown on the Plat, or are of record, and the same are reserved for such use. Within these easements, or on any Lot, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements, unless approved by the Master Association, Collier County and, if applicable, South Florida Water Management District. It is important that the banks, berms, swales and drainage areas located within the Properties remain undisturbed and properly maintained in order to perform their function. Where any portion of such berms, swales or banks lie within a Lot, the Owner of that Lot shall maintain the same continuously and shall not disturb, damage or otherwise interfere with the berms, swales, drainage areas, and banks which are located on or adjoin the Lot. Lot swales/berms which are required to be located on certain Lots in the Subdivision pursuant to the Subdivision construction plans and South Florida Water Management District permit, and which may or may not be part of the surface water/storm water management system for the Subdivision, shall be constructed, maintained and repaired by the respective Lot Owners in accordance with said plans and permit. The initial construction of the Lot swales/berms shall be completed prior to the issuance of a certificate of occupancy for any residence to be constructed on said Lot; provided,

however, initial construction of said berms and swales must be completed no later than the mandatory completion date established pursuant to the South Florida Water Management District permit, even if a residence has not been constructed on the Lot(s).

(b) Lot Owners shall not disturb or damage any plantings on Conservation Areas. In the event an Owner does damage these plants or Conservation Areas, the Owner shall be responsible for the replacement and replanting of all damaged or destroyed plants and restoration of disturbed areas within fifteen (15) days of written notification by the Declarant, the Master Association or the South Florida Water Management District.

2.18 Utility Connections. Connections for all utilities, including, but not limited to, water, sewage, electricity, telephone, gas and television shall be run underground from the proper connecting point to the building structure in such a manner as is acceptable to the respective utility authority or company and the ARC.

2.19 House Numbers and Mailboxes. All house numbers shall be uniform in color and location and shall be as specified by the ARC. All mailboxes shall be uniform as to type, color and design. The location and type of the mailboxes and house numbers shall be determined by the ARC. All mailboxes and house numbers are required to be installed prior to the occupancy of the residence.

2.20 Post Lights. Each residence constructed shall have the option to install and maintain an electric or gas exterior post light in the front setback area prior to occupancy. Said post lights shall be uniform in design and in a standard location on each Lot. The type, color, and location of the post light shall be determined by the ARC.

COLLIER COUNTY COPY CLERK OF THE CIRCUIT COURT

ARTICLE III

ENFORCEMENT

3.1 Right to Enforce. The Master Association, Declarant, applicable Neighborhood Association, applicable governmental agency (including the South Florida Water Management District as to those matters over which such agency is given jurisdiction herein), or any Owner of a Lot or Tract shall have the right to enforce, by any proceeding at law or in equity, all covenants, conditions, restrictions, reservations, liens and charges now or hereafter imposed by the provisions of this Supplemental Declaration.

3.2 Non-Waiver. Failure of the Master Association, Declarant, applicable Neighborhood Association, applicable governmental agency, or any Owner of a Lot or Tract to enforce any covenant, condition or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

3.3 Right to Attorneys' Fees. In any action for enforcement brought hereunder, the prevailing party shall be entitled to costs and reasonable attorneys' fees, including attorneys' fees through appellate proceedings. Such costs and attorneys' fees, including all other expended funds in connection with the curing of a violation of this Supplemental Declaration, shall become a lien upon the Lot or Tract against which such enforcement was sought.

3.4 Severability. Invalidation of any one of the covenants, conditions or restrictions contained herein, by judgment or court order, shall in no way affect any other covenant, condition or restriction which shall remain in full force and effect.

ARTICLE IV

DURATION AND AMENDMENT

4.1 Duration. Except as the same may be changed, modified or amended as hereafter provided, this Supplemental Declaration shall run with and bind the Property for a term of twenty (20) years from the date this Supplemental Declaration is recorded, at which time the term shall be automatically extended for successive periods of ten (10) years, unless modified or terminated by a duly recorded written instrument executed in conformance with the requirements described below.

4.2 Amendment by Declarant. Until the Declarant turns over control of the Master Association to Members other than the Declarant, the Declarant may unilaterally change, modify or amend any provision of this Supplemental Declaration in whole or in part by executing a written instrument making such changes and having the same duly recorded in the Public Records of Collier County, Florida.

4.3 Amendment After Turnover. After turnover of control of the Master Association from the Declarant to Members other than the Declarant, amendments to this Declaration may be made upon the approval of two-thirds (2/3) of the Owners of Lots subject to the terms of this Supplemental Declaration. Such action may be taken at any annual or special meeting of the Master Association, or by certified written ballot, as long as written notice of such proposed action or amendment is given in the notice of the meeting or scheduled vote. After approval by the necessary vote, an amendment to this Supplemental Declaration shall become effective upon the recording of the amendment in the Public Records of Collier County, Florida.

4.4 Uniform Compliance. All amendments to this Supplemental Declaration will be in compliance with the covenants, conditions and restrictions of the Master Declaration. If there is a conflict between any provisions of this Supplemental Declaration and the Master Declaration, the Master Declaration shall control.

4.5 Reserved Rights of Declarant. Notwithstanding anything in this Supplemental Declaration to the contrary, no amendment may be made to this Supplemental Declaration which materially affects the rights of the Declarant without the Declarant's prior written consent.

ARTICLE V

ADDITIONAL LAND AND DEVELOPMENT

5.1 Addition of Lands. Prior to turnover of control of the Master Association to Members other than the Declarant, the Declarant specifically reserves the right to subject additional property to the terms and conditions of this Supplemental Declaration, or to remove and release property from the terms and conditions of this Supplemental Declaration by

recording an amendment, executed solely by the Declarant, in the Public Records of Collier County, Florida.

ARTICLE VI

INTERPRETATION

Until such time as the Declarant turns over control of the Master Association to Members other than the Declarant, the Declarant shall be responsible for interpreting the provisions of this Supplemental Declaration. After turnover of control, the Board of Directors shall be responsible for interpreting the provisions of this Supplemental Declaration. Such interpretation shall binding upon all parties, unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Declarant or by the Board is not wholly unreasonable shall conclusively the establish the validity of such interpretation.

IN WITNESS WHEREOF, this Supplemental Declaration to Master Declaration of Covenants, Conditions and Restrictions for Indigo Lakes is signed by Declarant this 1st day of June, 2000.

Witnesses:

KENCO DEVELOPMENT, INC., a Florida corporation

Printed Name: Matthew Grabowski

By: Kenneth P. Saundry, Jr.
Printed Name:

Printed Name: C. Perry Peebles

Its: President

(Corporate Seal)

COLLIER COUNTY CLERK OF THE CIRCUIT COURT COPY

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 1st day of June, 2000, by Kenneth P. Saundry, Jr., as President of Kenco Development, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or produced _____ as identification.

Notary Public
Print Name: C. Perry Peebles
My Commission Expires:

(Seal)

C. PERRY PEEBLES
MY COMMISSION # CC 808386
EXPIRES: 03/30/2003
1-800-3 NOTARY Fla Notary Services & Bonding Co

EXHIBIT "A"

Future Development Tract "F-2" of INDIGO LAKES – UNIT ONE, according to the plat thereof recorded in Plat Book 34, page 76, of the Public Records of Collier County, Florida.



2652454 OR: 2689 PG: 2125
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
06/21/2000 at 04:47PM DWIGHT E. BROCK, CLERK
REC FEE 42.00
Retn:
ANNIS MITCHELL ET AL
PICK UP

Prepared by and return to:
Matthew L. Grabinski, Esq.
Annis, Mitchell, Cockey, Edwards & Roehn
8889 Pelican Bay Blvd., Suite 300
Naples, Florida 34108

[75' LOTS]

SUPPLEMENTAL DECLARATION TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR INDIGO LAKES

COLLIER COUNTY
CLERK OF THE CIRCUIT COURT
COPY

This Supplemental Declaration to the Master Declaration of Covenants, Conditions and Restrictions for Indigo Lakes is made this 14 day of June, 2000, by KENCO DEVELOPMENT, INC., a Florida corporation (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant has recorded that certain Master Declaration of Covenants, Conditions and Restrictions for Indigo Lakes (hereinafter referred to as "Master Declaration"), in O.R. Book _____, page _____, et seq., of the Public Records of Collier County, Florida; and

WHEREAS, paragraph 10.6 of the Master Declaration reserves to the Declarant the right, without the consent of any Owner, to subject the Property, or specific portions of the Property, to further covenants, conditions and restrictions by recording a Supplemental Declaration in the Public Records of Collier County, Florida; and

WHEREAS, the Declarant wishes to subject the property described in attached Exhibit "A," attached hereto and incorporated herein, to additional covenants, conditions and restrictions pursuant to Section 10.6 of the Master Declaration; and

NOW, THEREFORE, Declarant hereby declares that all the property described in the attached Exhibit "A" shall be held, sold and conveyed subject to the following covenants, conditions and restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property, and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors and assigns, and shall accrue to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

1.1 Unless otherwise defined, all terms used herein shall have the same meaning as such terms are defined in the Master Declaration of Covenants, Conditions and Restrictions for Indigo Lakes.

1.2 Whenever a term is used herein, use of the singular shall include the plural, use of the plural shall include the singular, and the use of one gender shall include all genders.

1.3 "Supplemental Declaration" shall mean and refer to this Supplemental Declaration to Master Declaration of Covenants, Conditions and Restrictions for Indigo Lakes.

ARTICLE II

ARCHITECTURAL CRITERIA AND BUILDING RESTRICTIONS.

2.1 Residential Building. No building or structure shall be erected, placed, or permitted to remain on any Lot other than one (1) detached single-family dwelling and attached garage.

2.2 Building Lines. No structure shall be located nearer than twenty (20) feet to the front Lot line. On any Lot having a curved front Lot line, no structure shall be located nearer than twenty (20) feet to any point on the curved front Lot line. No structure shall be located nearer than twenty-five (25) feet to any side street line, nearer than twenty (20) feet to a rear Lot line (except that pool decks and screened pool enclosures shall not be nearer than ten [10] feet to the rear Lot line) and nearer than seven and one-half (7.5) feet to a side interior Lot line. For the purpose of this covenant, eaves, concrete slabs, steps and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot. If there is any conflict between this covenant and zoning regulations of the proper governing authority, the more restrictive regulations shall apply.

2.3 Building Height. The dwelling on each Lot shall not exceed thirty-five (35) feet in height and shall not contain more than two (2) stories.

2.4 Minimum Floor Space. Each dwelling located on a Lot shall contain not less than 2,000 square feet of livable, enclosed floor area, exclusive of garage and open or screened porches, terraces or patios, of which not less than 875 square feet shall be at ground level.

2.5 Construction Quality. All dwellings shall be constructed in conformity with all applicable Building Codes.

2.6 Roofs. Flat roofs shall be permitted over porches, patios and terraces. There shall be no flat roofs on any other part of a building. No primary portion of straight cable or hip roofs

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shall be built with a pitch lower than 5:12. The composition of all pitched roofs shall be tile, slate concrete, or other composition approved by the Architectural Review Committee ("ARC"). No other material shall be permitted.

2.7 Exterior Covering, Siding and Paint.

(a) There shall be no artificial brick or stone, aluminum, vinyl or other siding materials used on the exterior of the buildings or other structures without first receiving written approval of the ARC as to type, color, and texture of the material.

(b) All paint used on the exterior body of any residence shall be subdued in its tone. Colors should be selected to harmonize with the natural environment of the Subdivision. They should not be loud or bright. No more than one paint color may be used for the body of each residence and no more than two accent trim colors. Paint colors shall be submitted for approval prior to being applied on any residence.

2.8 Garages. Unless otherwise specifically approved by the ARC, no garage, tool shed, or storage room may be constructed separate and apart from the dwelling. Each dwelling shall have a private and enclosed garage for not less than two (2) and not more than three (3) cars. No carport shall be permitted. No garage shall be permanently enclosed or converted to other use without the substitution of another garage on the Lot meeting the requirements of this Declaration.

2.9 Garage Doors. All garage doors shall be of wood or steel construction and shall be decorative in design to complement the exterior elevation of each individual residence. Garage doors should remain closed when not in use.

2.10 Driveways. All dwellings shall have a paved driveway of stable and permanent construction of at least sixteen (16) feet in width at the entrance of the garage. All driveways shall be constructed with concrete, unless otherwise specifically approved by the ARC. An Owner shall repair in a neat and orderly fashion any and all curbs broken in construction of a driveway entrance.

2.11 Sidewalks. Each Owner shall construct a sidewalk in the platted right-of-way contiguous to and across the entire front Lot line of his Lot in accordance with the requirements of the Building Codes of Collier County, Florida, and the composition, design and location of sidewalks shall be subject to approval by the ARC.

2.12 Swimming Pools. Swimming pools may be constructed on any Lot upon the approval of the location and materials by the ARC, provided that access to them from the Lot is controlled from all directions by fencing and the residential structure. If pools are protected by screens, such screens and their structures shall be subject to approval by the ARC. Swimming pools shall be only of the in-ground type and shall be constructed of fiberglass, concrete, or concrete-type materials. The pool deck and any spas, fountains or other such water-related structures appurtenant to a pool shall be no higher than two (2) inches below the grade level of the first-floor house pad, unless approved by the ARC.

COPY

2.13 Recreation Facilities.

(a) All recreation facilities, including, without limitation by specification, swimming pools, tennis courts, basketball backboards, platforms, playhouses, dog houses, and any other play or recreation structures, or other structures of a similar kind or nature (collectively referred to herein as "Recreation Facilities"), and any patio, screening or other improvement constructed or used in connection therewith, whether on a Lot on which a dwelling is located or on an adjoining Lot purchased for the construction of any such recreation facility, shall be adequately walled, fenced or landscaped in a manner specifically approved by the ARC so as to provide a buffer between neighbors and prevent the general viewing thereof.

(b) No lighting of a recreation facility shall be permitted, unless otherwise specifically approved by the ARC.

(c) Lighting of a recreation facility, where permitted, shall be designed so as to buffer the surrounding residences from such lighting.

2.14 Landscaping. A landscaping plan for each Lot shall be submitted to the ARC for approval. No building construction or landscape installation shall be permitted without ARC approval of the landscape plan. All landscaping must conform to all codes and requirements of the local governing agencies. In reviewing landscaping plans, the ARC shall encourage owners to submit plans that are consistent and harmonious with landscaping in the neighborhood. No artificial vegetation shall be permitted on a Lot outside of the structure thereon. No structure, planting or other material shall be placed or permitted to remain on a Lot which may damage or interfere with the elevation or slope of the surface of the Lot, create erosion or sliding problems, change the direction of flow of drainage channels, or obstruct or retard the flow of water through drainage channels. The entire Lot and any portion of the right-of-way, as shown on the plat, between the street pavement and the front Lot line of a Lot, shall be irrigated with an in-ground irrigation system and maintained by the Owner of the respective Lot. All Lots shall be fully sodded, using Floritam or St. Augustine type of sod. Each Lot Owner shall also be required to sod that portion of the right-of-way lying between the street pavement and the front Lot line. All Lots fronting on any lake, canal or extension of any retention system shall install, mow and maintain sod to the high water line which occurs in any part of the lake or retention system which borders on each effected Lot. A minimum of one percent (1%) of the construction cost (not to exceed $3,000.00) of each residential dwelling unit shall be used to purchase new plants to be planted at the front of each residence, or planted and distributed surrounding the residence and residence yard, consistent with pre-approved ARC submittals and approval. The one percent (1%) minimum and $3,000.00 maximum shall be subject to annual Consumer Price Index increases commencing one (1) year from the recording hereof. This planting expense shall not include the cost of sod, mulch or other associated landscape materials for each residence. Each Lot Owner shall also be required to maintain any portion of any landscape buffer easement which is located on their Lot.

2.15 Trees. No tree greater than four (4) inches in diameter and greater than three (3) feet in height above the natural grade of the Lot shall be cut or removed without the specific prior approval of the ARC. The ARC may require that any such trees removed from a Lot be transplanted to Master Association Property at the expense of the respective Lot owner. A

minimum of three (3) native trees (excluding pine trees), two (2) of which must be live oak or laurel oak, are required to be planted, retained, or preserved for each residence. These trees must be planted or retained in the front setback area of each residence. These trees shall be a minimum of six (6) feet in height, have a drip line of a minimum of three (3) feet in diameter, and be a minimum of one and one half (1-1/2) inches in diameter measured four (4) feet above the finished grade. The trees shall remain perpetually on each Lot. Notwithstanding the foregoing, trees must conform to any stricter standards required by any applicable governmental entity.

2.16 Lot Clearing.

(a) If any unauthorized clearing takes place on any Lot or on Master Association Property, restoration of the Lot or Master Association Property to their original condition must be made. The restoration plans as to location of plant material, size and type must be submitted to the ARC for approval. If the Owner of any Lot (or his contractors, agents or invitees) that has been cleared without written authorization of the ARC, fails to restore said Lot or Master Association Property damaged by the Owner (or his contractors, agents or invitees) within fifteen (15) days of receipt of written notice from the ARC, then the ARC may make such restoration; the cost of which shall be assessed against the Lot Owner and his Lot and collected in the same manner as other assessments provided for in the Master Declaration.

(b) In the event that any tree required to be maintained pursuant to the provisions of this Declaration shall die either by disease or neglect, said tree shall be replanted with the same or similar type of tree to comply with these minimum requirements. Upon notification by the Association or the local governing agency, each Owner shall have thirty (30) days to replant/replace said trees required under these restrictions. Credit for trees can be given by the ARC for existing native trees that are used in the final landscaping plan of each residence.

2.17 Utility, Access and Drainage Easements; Lake Areas; and Wetland Areas.

(a) Easements for installation and maintenance of utilities and drainage facilities are shown on the Plat, or are of record, and the same are reserved for such use. Within these easements, or on any Lot, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements, unless approved by the Master Association, Collier County and, if applicable, South Florida Water Management District. It is important that the banks, berms, swales and drainage areas located within the Properties remain undisturbed and properly maintained in order to perform their function. Where any portion of such berms, swales or banks lie within a Lot, the Owner of that Lot shall maintain the same continuously and shall not disturb, damage or otherwise interfere with the berms, swales, drainage areas, and banks which are located on or adjoin the Lot. Lot swales/berms which are required to be located on certain Lots in the Subdivision pursuant to the Subdivision construction plans and South Florida Water Management District permit, and which may or may not be part of the surface water/storm water management system for the Subdivision, shall be constructed, maintained and repaired by the respective Lot Owners in accordance with said plans and permit. The initial construction of the Lot swales/berms shall be completed prior to the issuance of a certificate of occupancy for any residence to be constructed on said Lot; provided,

however, initial construction of said berms and swales must be completed no later than the mandatory completion date established pursuant to the South Florida Water Management District permit, even if a residence has not been constructed on the Lot(s).

(b) Lot Owners shall not disturb or damage any plantings on Conservation Areas. In the event an Owner does damage these plants or Conservation Areas, the Owner shall be responsible for the replacement and replanting of all damaged or destroyed plants and restoration of disturbed areas within fifteen (15) days of written notification by the Declarant, the Master Association or the South Florida Water Management District.

2.18 Utility Connections. Connections for all utilities, including, but not limited to, water, sewage, electricity, telephone, gas and television shall be run underground from the proper connecting point to the building structure in such a manner as is acceptable to the respective utility authority or company and the ARC.

2.19 House Numbers and Mailboxes. All house numbers shall be uniform in color and location and shall be as specified by the ARC. All mailboxes shall be uniform as to type, color and design. The location and type of the mailboxes and house numbers shall be determined by the ARC. All mailboxes and house numbers are required to be installed prior to the occupancy of the residence.

2.20 Post Lights. Each residence constructed shall have the option to install and maintain an electric or gas exterior post light in the front setback area prior to occupancy. Said post lights shall be uniform in design and in a standard location on each Lot. The type, color, and location of the post light shall be determined by the ARC.

COLLIER COUNTY COPY CLERK OF THE CIRCUIT COURT

ARTICLE III

ENFORCEMENT

3.1 Right to Enforce. The Master Association, Declarant, applicable Neighborhood Association, applicable governmental agency (including the South Florida Water Management District as to those matters over which such agency is given jurisdiction herein), or any Owner of a Lot or Tract shall have the right to enforce, by any proceeding at law or in equity, all covenants, conditions, restrictions, reservations, liens and charges now or hereafter imposed by the provisions of this Supplemental Declaration.

3.2 Non-Waiver. Failure of the Master Association, Declarant, applicable Neighborhood Association, applicable governmental agency, or any Owner of a Lot or Tract to enforce any covenant, condition or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

3.3 Right to Attorneys' Fees. In any action for enforcement brought hereunder, the prevailing party shall be entitled to costs and reasonable attorneys' fees, including attorneys' fees through appellate proceedings. Such costs and attorneys' fees, including all other expended funds in connection with the curing of a violation of this Supplemental Declaration, shall become a lien upon the Lot or Tract against which such enforcement was sought.

3.4 Severability. Invalidation of any one of the covenants, conditions or restrictions contained herein, by judgment or court order, shall in no way affect any other covenant, condition or restriction which shall remain in full force and effect.

ARTICLE IV

DURATION AND AMENDMENT

4.1 Duration. Except as the same may be changed, modified or amended as hereafter provided, this Supplemental Declaration shall run with and bind the Property for a term of twenty (20) years from the date this Supplemental Declaration is recorded, at which time the term shall be automatically extended for successive periods of ten (10) years, unless modified or terminated by a duly recorded written instrument executed in conformance with the requirements described below.

4.2 Amendment by Declarant. Until the Declarant turns over control of the Master Association to Members other than the Declarant, the Declarant may unilaterally change, modify or amend any provision of this Supplemental Declaration in whole or in part by executing a written instrument making such changes and having the same duly recorded in the Public Records of Collier County, Florida.

4.3 Amendment After Turnover. After turnover of control of the Master Association from the Declarant to Members other than the Declarant, amendments to this Declaration may be made upon the approval of two-thirds (2/3) of the Owners of Lots subject to the terms of this Supplemental Declaration. Such action may be taken at any annual or special meeting of the Master Association, or by certified written ballot, as long as written notice of such proposed action or amendment is given in the notice of the meeting or scheduled vote. After approval by the necessary vote, an amendment to this Supplemental Declaration shall become effective upon the recording of the amendment in the Public Records of Collier County, Florida.

4.4 Uniform Compliance. All amendments to this Supplemental Declaration will be in compliance with the covenants, conditions and restrictions of the Master Declaration. If there is a conflict between any provisions of this Supplemental Declaration and the Master Declaration, the Master Declaration shall control.

4.5 Reserved Rights of Declarant. Notwithstanding anything in this Supplemental Declaration to the contrary, no amendment may be made to this Supplemental Declaration which materially affects the rights of the Declarant without the Declarant's prior written consent.

ARTICLE V

ADDITIONAL LAND AND DEVELOPMENT

5.1 Addition of Lands. Prior to turnover of control of the Master Association to Members other than the Declarant, the Declarant specifically reserves the right to subject additional property to the terms and conditions of this Supplemental Declaration, or to remove and release property from the terms and conditions of this Supplemental Declaration by

recording an amendment, executed solely by the Declarant, in the Public Records of Collier County, Florida.

ARTICLE VI

INTERPRETATION

Until such time as the Declarant turns over control of the Master Association to Members other than the Declarant, the Declarant shall be responsible for interpreting the provisions of this Supplemental Declaration. After turnover of control, the Board of Directors shall be responsible for interpreting the provisions of this Supplemental Declaration. Such interpretation shall binding upon all parties, unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Declarant or by the Board is not wholly unreasonable shall conclusively the establish the validity of such interpretation.

IN WITNESS WHEREOF, this Supplemental Declaration to Master Declaration of Covenants, Conditions and Restrictions for Indigo Lakes is signed by Declarant this 1st day of June, 2000.

Witnesses:

KENCO DEVELOPMENT, INC., a Florida corporation

Printed Name: MATTHEW GRAJEWSKI

By: Kenneth P. Saundry, Jr

Printed Name: KENNETH P. SAUNDRY, JR

Its: President

Printed Name: C. Perry Peeples

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 1st day of June, 2000, by Kenneth P. Saundry, Jr, as President of Kenco Development, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or produced _____ as identification.

Notary Public
Print Name: C. Perry Peeples
My Commission Expires: _____

(Seal)

C. PERRY PEEPLES
MY COMMISSION # CC 808336
EXPIRES: 03/30/2003
1-800-3 NOTARY Fla Notary Services & Bonding Co

COLLIER COUNTY CLERK OF THE CIRCUIT COURT COPY

EXHIBIT "A"

All of the lots contained within Block A and Block C, together with Future Development Tracts F-1, F-3, F-4, F-5 and F-6, all of INDIGO LAKES - UNIT ONE, according to the plat thereof recorded in Plat Book 34, page 76, of the Public Records of Collier County, Florida.

