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**AMENDED AND RESTATED DECLARATION
OF MASTER COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BRIARWOOD**

On May 5, 1983, the original Declaration of Master Covenants, Conditions and Restrictions of Briarwood, was recorded in Official Record Book 1593, at Page 2360 *et seq.*, of the Official Records of Collier County, Florida. That Declaration is hereby amended in part and is restated in its entirety.

1. SUBMISSION STATEMENT. This Amended and Restated Master Declaration of Covenants, Conditions and Restrictions is made by Briarwood Property Association, Inc., a Florida corporation not for profit. The real property subject to this Declaration is legally described in Exhibit "A" to the original Declaration, as amended to include additional lands. That Exhibit and the Exhibits to all subsequent submissions are hereby incorporated by reference.

The covenants and restrictions contained in this Declaration run with the land and are binding upon, and inure to the benefit of, all present and future Owners of Lots. The acquisition of any ownership interest in the real property, or the lease, occupancy, or use of any portion of a Lot or Living Unit, constitutes an acceptance and ratification by the Owner of all provisions of this Declaration, as it may be amended from time to time, and an agreement to bound by its terms.

2. DEFINITIONS. Certain words and phrases, as used in this Declaration and its recorded exhibits, are intended to have the meanings stated in this Section, unless the context clearly requires another interpretation.

2.1 "Bella Lago" means Lots 2 through 35, Block A, as shown on the Plat of Briarwood Unit Eleven, as recorded in Plat Book 43, Page 1, of the Public Records of Collier County, Florida.

2.2 "Bella Lago Association" means Bella Lago and Sereno at Briarwood Homeowners' Association, Inc., a Florida corporation not for profit.

2.3 "Board" means the Board of Directors of the Master Association.

2.4 “Builder” means a builder, contractor or other party who from time to time, purchases real property from Declarant to construct improvements thereon for resale.

2.5 “Building Envelope” means the area of a Lot that is within the building set back as established by Collier County, Florida.

2.6 “Common Areas” means any and all parts of the Properties legally described in Exhibit “A” to the Declaration and contained in the Plat attached as Exhibit “B” that are not included in a Lot, including any improvements thereon, if any; any real property acquired by the Master Association and committed to this Declaration; and any personal property acquired by the Master Association.

2.7 “Condominium Association” means the association responsible for the maintenance and operation of a Condominium Property within Briarwood.

2.8 “Condominium Property” means any Lot that has been submitted to the condominium form of ownership. More specifically Dover Parc and Dover Place as of the time of this restatement.

2.9 “Declarant” or “Developer” means the Developer, which is Briarwood Development Corporation, a Florida Corporation, and its successors and/or assigns.

2.10 “Dover Parc” means Dover Parc, a Condominium, according to the Declaration of Condominium thereof recorded at O.R. Book 1941, Page 0149, in the Public Records of Collier County, Florida.

2.11 “Dover Place” means Dover Place, a Condominium, according to the Declaration of Condominium thereof recorded at O.R. Book 2495, Page 2880, in the Public Records of Collier County, Florida.

2.12 “Family” or “Single Family” shall refer to any one of the following:

(A) One natural person.

(B) Two or more natural persons who commonly reside together as a single housekeeping unit, each of whom is related by blood, marriage or adoption to each of the others.

(C) Two or more natural persons meeting the requirements of (B) above, except that there is among them one person who is not related to some or all of the others.

2.13 “Guest” is a person who is physically present in a Lot on a temporary basis at the invitation of the Owner, or tenant, or other legally permitted occupant, without paying anything of value for the privilege.

2.14 “Improvement” means all structures of any kind, including, without limitation, any building, wall, paving, grading, parking and building addition, site or other structure alteration, screen enclosure, water distribution lines, decorative enhancements, recreation facility, landscaping, exterior lighting, berming, mounding, or landscape device or object.

2.15 "**Lease**" means the grant by an Owner to another person of a right to use the Owner's Lot as a temporary residence for valuable consideration.

2.16 "**Lot**" means and refer to any single family lot or multi-family parcel on the plats of the Properties as the same exist from time to time including any and all improvements thereon.

2.17 "**Maintenance**" means the exercise of reasonable care to keep buildings, driveways, landscaping, lighting, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy, weed free environment or optimum plant growth, and retaining such landscaping in an orderly aesthetic manner.

2.18 "**Master Association**" means Briarwood Property Owner's Association, Inc., a Florida corporation not for profit.

2.19 "**Master Common Areas**" means the common areas in Briarwood as set forth in the Master Covenants.

2.20 "**Master Declaration**" or "**Master Declaration of Covenants**" means this Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Briarwood, as amended from time to time.

2.21 "**Master Governing Documents**" or "**Governing Documents**" means the Master Declaration, Articles of Incorporation, Bylaws Architectural/Aesthetic Guidelines and Standards and Rules and Regulations, all as may be amended from time to time. If there is an irreconcilable conflict between provisions in any two or more of these documents, the first document to appear in the foregoing list shall prevail over all others.

2.22 "**Neighborhood Association**" means any condominium or homeowners association that manages or operates a property within Briarwood that is subject to a subordinate Declaration.

2.23 "**Neighborhood Property**" means any portion of the Property that is subject to further regulation by a subordinate Declaration. Neighborhood Property shall include, but not be limited to Dover Parc, Dover Place, Belle Lago and Sereno at Briarwood and any other property that may subsequently be subjected to a subordinate Declaration.

2.24 "**Occupy**" when used in connection with a Residence, means the act of residing in the unit on two (2) or more consecutive days and the intervening night. An "**Occupant**" is one who occupies a unit. "**Occupy**" means the act of being an occupant.

2.25 "**Owner**" or "**Member**" means a record Owner of legal title to a Unit.

2.26 "**Plat or Plats**" means the various Plats for the lands within Briarwood which are listed below and a copy of which is attached hereto as Composite Exhibit "B".

2.27 "**Primary Occupant**" means one natural person approved for occupancy of a Lot, when record legal title to the Lot is held in the name of more than two persons, or in trust, or by a partnership, corporation or other entity which is not a natural person, as provided in Section 14.1(D) below.

2.28 “Property” or “Properties” means all the real property which is subject to this Declaration, including Common Areas and Lots.

2.29 “PUD” or “Briarwood PUD” means Collier County Ordinance No. 89-36 establishing a Planned Unit Development zoning classification, duly adopted by the Board of County Commissioners of Collier County, Florida, as amended from time to time.

2.30 “Residence” means the residential structures constructed on the Lots, each intended for use and occupancy as a residence for a single family.

2.31 “Rules and Regulations” means the administrative rules and regulations governing the use of the Common Areas and procedures for administering the Master Association, as adopted or amended by resolution of the Board of Directors.

2.32 “Sereno Neighborhood” means Lots 2 through 39, Block B, as shown on the Plat of Briarwood Unit Eleven, as recorded in Plat Book 43, Page 1, of the Public Records of Collier County, Florida.

2.33 “Service Charge” means a charge levied against one or more Lots or Units for any service, material or combination thereof which may be provided by the Master Association for the benefit of the Lot Owners, such as contracting for repairs, services or materials. Amounts paid or debt incurred by the Master Association on behalf of the Lot Owners receiving the repairs, services, materials or maintenance shall be passed on in the form of a service charge against the Lots so benefitted. The Owner(s) are deemed to have agreed to pay the charge by subscribing, requesting, or accepting the benefits of the materials or service.

2.34 “Turnover” means the time at which Owners, other than the Declarant, assume control of the Master Association.

2.35 “Unit” shall mean the following:

(A) “Single-Family Unit” means collectively a Lot and any dwelling, structure or other improvement thereon, and in the event that the Lot is subjected to the condominium form of ownership, then it shall mean the condominium unit. Each Lot and building which is intended for use as a residence shall be considered a separate unit. (For example, if a residence is constructed on two adjoining Lots, then the combined shall still be considered two Units.)

(B) “Multi-Family Unit” means collectively the condominium unit and the undivided share of the common elements and common surplus appurtenant thereto. Each condominium unit shall be considered a separate unit.

2.35 “Voting Interests” refers to the arrangement for voting by the members established in the Articles of Incorporation and the Bylaws, provided that each Owner has one (1) indivisible vote, which may be cast as provided in the Bylaws when a vote of the members on Master Association matters is required or permitted. The total number of voting interests shall equal the total number of Units in Briarwood plus the total number of votes that may be cast by the Declarant until Turnover.

2.36 "Water Management System" shall mean and refer to lakes, ditches, culverts, lines, and constructed surface and/or underground systems and facilities for the drainage and/or storage of surface water. Said Water Management System may be entirely located upon the Property, but may also be comprised of public and private easements located outside of the Property, if those facilities service all or some portion of the Property on an exclusive or non-exclusive basis.

3. APPURTENANCES; GENERAL PROPERTY RIGHTS; DURATION OF COVENANTS.

3.1 Appurtenances To The Lots. The Owner of each Unit has certain rights and obligations that are appurtenant to the Unit, and cannot be changed or taken away from the Owner of the Unit without his consent and that of any person holding a lien on the Unit, including without limitation the following:

(A) Membership in the Master Association and the right to cast one (1) indivisible vote in Master Association affairs (except that Declarant has one (1) vote for each Unit subject to the Declaration, plus one (1) vote, as set forth in Section 5.7(C) herein), which rights shall be acquired and exercised as provided herein, and in the Articles of Incorporation and the Bylaws of the Master Association.

(B) The exclusive right to use the Unit or Lot, subject to the restrictions imposed herein.

(C) The non-exclusive right to use the Common Areas for the purposes for which they are intended and reasonably suited, subject to the rules of the Master Association, and to all restrictions and limitations imposed in the Master Governing Documents, as amended from time to time.

(D) Beneficial ownership of an undivided share of the assets and common surplus of the Master Association equal to the Owner's proportional share of liability for the assessments for common expenses levied by the Master Association. The ownership of an undivided share of the assets and common surplus does not entitle any Owner to a distribution.

(E) Membership in the Master Association together with the rights and obligations pertaining to such membership, such as the non-exclusive use of the Master Common Areas.

(F) Other appurtenances expressly created in the Master Governing Documents.

The appurtenances to a Lot automatically pass with the title to the Unit, whether separately described or not, and cannot be separated from the title to the Unit, or assigned, pledged or transferred, except with legal title to the Unit.

3.2 Use And Enjoyment Of Lots And Common Areas. An Owner is entitled to exclusive use and possession of his Lot subject to the Governing Documents and Master Governing Documents. He is entitled to non-exclusive use of the Common Areas for their intended purposes, but no use of any Unit or Common Area may unreasonably interfere with the property rights of other Owners or residents. The Owners rights under this Section are subject to:

(A) The right and duty of the Master Association to levy assessments for common expenses against the Units for the upkeep, maintenance, repair or betterment of the Common Areas and improvements thereon, and for the costs of operating the Master Association.

(B) The right of the Master Association, by resolution of the Board of Directors, to dedicate or transfer or grant easements on, over, under, across or through any part of the Common Areas to any public agency, authority, or utility, for such purposes, and subject to such conditions, as may be determined by the Board. No such easement or the permitted uses of the easement shall materially interfere with the rights of the Owners to use the Common Areas.

(C) Reasonable rules and regulations by the Master Association, which rules and regulations may limit the number, frequency and duration of uses by all persons who are not the Owner, the Owner's lawful spouse, or the child of the Owner still residing with the Owner.

3.3 Common Areas. The Common Areas shall be those areas specifically designated by Declarant as exclusively or primarily for use by Owners. Additional residential property and Common Areas may be annexed to the Property by amending Exhibit "A" and the relevant provisions of this Declaration, by the Declarant alone prior to Turnover and with the consent of at least a majority of the voting interests subsequent to Turnover. No more than ninety (90) days following Turnover the Declarant shall convey and transfer (or cause to be conveyed or transferred) to the Master Association, and the Master Association shall accept, all of the Common Areas, if any.

THE MASTER ASSOCIATION SHALL ACCEPT "WHERE IS, AS IS" THE CONVEYANCE OF SUCH COMMON AREAS WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, WITH RESPECT THERETO, INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES OR MERCHANTABILITY OR FITNESS FOR THE ORDINARY OR ANY PARTICULAR PURPOSE, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES REGARDING FUTURE REPAIRS OR REGARDING THE CONDITION, CONSTRUCTION, ACCURACY, COMPLETENESS, DESIGN, ADEQUACY OF THE SIZE OR CAPACITY IN RELATIONS TO THE UTILIZATION, DATE OF COMPLETION OR THE FUTURE ECONOMIC PERFORMANCE OR OPERATIONS OF, OR THE MATERIALS OR FURNITURE WHICH HAS BEEN OR WILL BE USED IN SUCH COMMON AREAS, EXCEPT AS SET FORTH HEREIN, BY ACCEPTANCE OF AN INTEREST IN ANY COMMON AREAS OR THE DEED TO ANY LOT OR PORTION OF A LOT, THE MASTER ASSOCIATION AND ALL OWNERS RELEASE DECLARANT FROM ANY CLAIMS AND WARRANT THAT ANY CLAIM SHALL BE MADE BY THE MASTER ASSOCIATION OR ANY OWNER RELATING TO THE CONDITION, OR COMPLETENESS OF COMMON AREAS OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING THEREFROM. ALL COSTS AND EXPENSES OF ANY CONVEYANCE OF ANY PROPERTY BY DECLARANT TO THE MASTER ASSOCIATION SHALL BE PAID FOR BY THE MASTER ASSOCIATION.

3.4 Partition, Separation Of Interests. There shall be no judicial partition of the Common Areas, except as expressly provided elsewhere herein, nor shall any Owner or any other person acquiring any interest in the Master Association, or any part thereof, seek judicial partition thereof. Nothing herein is intended to prevent judicial partition of any Lot or Unit owned in contingency. The ownership of a Lot, and ownership of the Residence or Condominium Unit constructed thereon, may not, however, be separated or separately conveyed, nor may any person who is not an Owner of at least one Unit hold membership in the Master Association.

