

Prepared by and returned to:

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**CERTIFICATE OF RECORDATION
AND
NOTICE OF PRESERVATION PURSUANT
TO SECTON 712.05(2)(b), FLORIDA STATUTES**

**SECOND AMENDED AND RESTATED
DECLARATION OF MASTER COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
THE VINEYARDS**

**AMENDED AND RESTATED ARTICLES OF INCORPORATION
SECOND AMENDED AND RESTATED BYLAWS
OF
THE VINEYARDS COMMUNITY ASSOCIATION, INC.**

WE HEREBY CERTIFY that the attached Second Amended and Restated Governing Documents were duly adopted by the Association membership at the duly noticed Annual Membership Meeting of the Association on the 25th day of April 2022. Said Second Amended and Restated Governing Documents were approved by a proper percentage of voting interests of the Association.

The original Declaration of Master Covenants, Conditions and Restrictions for The Vineyards is recorded at O.R. Book 1284, Page 1938 *et seq.*, of the Public Records of Collier County, Florida, and was amended at O.R. Book 1326, Page 1200 *et seq.*, O.R. Book 1372, Page 2082 *et seq.*, O.R. Book 1531, Page 0524 *et seq.*, O.R. Book 1718, Page 0287 *et seq.*, O.R. Book 1763, Page 1228 *et seq.*, (Amended and Restated Declaration of Master Covenants, Conditions and Restrictions) O.R. Book 1898, Page 2325 *et seq.*, O.R. Book 2239, Page 0343 *et seq.*, O.R. Book 2316, Page 0536 *et seq.*, O.R. Book 2351, Page 1793 *et seq.*, O.R. Book 2480, Page 0240 *et seq.*, O.R. Book 2785, Page 3088 *et seq.*, O.R. Book 2882, Page 1540 *et seq.*, O.R. Book 3074, Page 1210 *et seq.*, O.R. Book 3501, Page 1881 *et seq.*, O.R. Book 3754, Page 0240 *et seq.*, O.R. Book 3911, Page 1343 *et seq.*, O.R. Book 4193, Page 1834 *et seq.*, O.R. Book 4281, Page 3446 *et seq.*, O.R. Book 4356, Page 1129 *et seq.*, O.R. Book 4391, Page 1726 *et seq.*, O.R. Book 4408, Page 2060 *et seq.*, O.R. Book 4415, Page 1382 *et seq.*, O.R. Book 4419, Page 1718 *et seq.*, O.R. Book 4479, Page 3164 *et seq.*, O.R. Book 5146, Page 3035 *et seq.*, O.R. Book 5228, Page 3133 *et*

seq., and O.R. Book 5571, Page 1332 *et seq.*, all of the Public Records of Collier County, Florida (hereinafter referred to collectively as the “Declaration”).

The legal description of the Property is identified in Exhibit A of the original Declaration of Master Covenants, Conditions and Restrictions for The Vineyards, recorded at O.R. Book 1284, Page 1938, *et seq.* and Exhibits A, B, and C of the Amended and Restated Declaration of Master Covenants, Conditions and Restrictions for The Vineyards, recorded at O.R. Book 1763, Page 1228 *et seq.*, all of the Public Records of Collier County, Florida, and as further referenced and supplemented (as applicable) by the information contained within the enclosed Second Amended and Restated Declaration of Master Covenants, Conditions and Restrictions.

The Second Amended and Restated Declaration of Master Covenants, Conditions and Restrictions for The Vineyards is attached hereto. A map of the Vineyards is attached as Exhibit “A.” The Declarant’s Consent to the Second Amended and Restated Governing Documents is attached as Exhibit “B.”

The Amended and Restated Articles of Incorporation of The Vineyards Community Association, Inc. is also attached hereto. The Second Amended and Restated Bylaws of The Vineyards Community Association, Inc. is also attached hereto.

This Certificate of Recordation is indexed under the legal name of the Association executing this Certificate, references the recording information of the Declaration of Master Covenants, Conditions and Restrictions and is intended to preserve and protect the Declaration of Master Covenants, Conditions and Restrictions from extinguishment by operation of Chapter 712, Florida Statutes, as amended from time to time.

[Signatures on next two pages]

THE VINEYARDS COMMUNITY
ASSOCIATION, INC.

By:

Thomas Ruane
Thomas Ruane, President

Alan C. Norris
Witness Signature

ALAN C. NORRIS
Printed Name

Linda Ames
Witness Signature

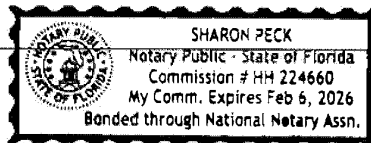
Linda Ames
Printed Name

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 29th day of AUGUST 2022, by Thomas Ruane as President of The Vineyards Community Association, Inc., a Florida Corporation, on behalf of the corporation. He is ☒ personally known to me or ☐ has produced FLORIDA LICENSE (type of identification) as identification.

Sharon Peck
Notary Public
Printed Name: SHARON PECK

My commission expires:



Attest: John D Bauman
John Bauman, Secretary

[Signature]

Witness Signature

Kristin Mello

Printed Name

Claire Spellman

Witness Signature

CLAIRE SPELLMAN

Printed Name

STATE OF FLORIDA
COUNTY OF COLLIER

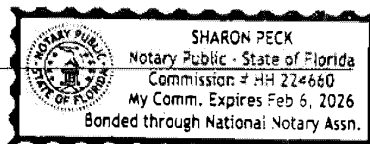
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 30th day of August 2022, by John Bauman as Secretary of The Vineyards Community Association, Inc., a Florida Corporation, on behalf of the corporation. He is ☒ personally known to me or ☐ has produced FLORIDA LICENSE (type of identification) as identification.

Sharon Peck

Notary Public

Printed Name: SHARON PECK

My commission expires:



**SECOND AMENDED AND RESTATED DECLARATION OF MASTER COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
THE VINEYARDS**

**NOTE: SUBSTANTIAL AMENDMENT TO ENTIRE DECLARATION.
FOR PRESENT TEXT SEE EXISTING DECLARATION**

**SECOND AMENDED AND RESTATED DECLARATION OF MASTER COVENANTS,
CONDITIONS AND RESTRICTIONS FOR THE VINEYARDS**

For the purpose of enhancing and protecting the value, attractiveness and desirability of the Units and the Community, this Community was created by a Declaration of Master Covenants, Conditions and Restrictions for The Vineyards originally recorded on July 27, 1987, in Official Records Book 1284, Page 1938 *et seq.*, Collier County, Florida Public Records and subsequently amended.

RECITALS:

- A. Definitions of defined terms are set forth in Article II.
- B. The Vineyards is a master planned community within the Development Project consisting of a series of Neighborhoods, each governed by both the Association Documents and the Neighborhood Documents.
- C. The Declarant has previously submitted the property known as the Vineyards to the Declaration of Master Covenants, Conditions and Restrictions for The Vineyards originally recorded in O.R. Book 1284, Page 1938, *et seq.*, of the Collier County, Florida Public Records (“Original Declaration”), as subsequently amended.
- D. Since the recording of the Original Declaration, as subsequently amended, numerous easements and other pertinent documents for the Vineyards master planned community have been recorded in the Collier County Public Records. Unless specifically stated otherwise in this Second Amended and Restated Declaration, these existing easements and other pertinent documents affecting the Vineyards which have previously been recorded in the Collier County Public Records are incorporated by reference and shall not be infringed upon by this Second Amended and Restated Declaration.
- E. Control of the Association was turned over by the Declarant to the Members on January 1, 2016.
- F. On July 5, 2017, via the recording of a Notice of Preservation of Covenants and Restrictions Under Marketable Record Title Act in O.R. Book 5411, Page 2954, *et seq.*, of the Collier County Public Records, the respective restrictions of The Vineyards Community Association, Inc., including the Master Covenants, Conditions and Restrictions for The Vineyards, were properly preserved pursuant to the Marketable Record Title Act.
- G. The Vineyards, together with such additions thereto as hereafter may be made subject to this Second Amended and Restated Declaration by Supplemental Declaration, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, encumbrances and liens hereafter set forth, specifying that this Second Amended and

Restated Declaration shall constitute a covenant running with the land and this Second Amended and Restated Declaration shall be binding upon all Persons having an interest in the Vineyards.

H. All of the Units in the Vineyards have been developed and sold by the Declarant.

ARTICLE I INTENT OF DECLARATION

This Second Amended and Restated Declaration is modifying, amending and restating the Prior Declaration. This Second Amended and Restated Declaration shall be binding on the Vineyards.

This Second Amended and Restated Declaration is intended to provide for the preservation and enhancement of the value, desirability and attractiveness of the Vineyards by imposing mutually beneficial covenants, conditions, restrictions and easements on property within the Vineyards. This Second Amended and Restated Declaration provides a reasonable and flexible procedure for the overall development of the Vineyards and establishes a method of administration, maintenance, preservation, use and enjoyment of the property in the Vineyards.

ARTICLE II DEFINITIONS

Section 2.1 “Access Control” shall mean and refer to the manner in which vehicular ingress and egress and traffic within a portion of the Vineyards are controlled by the Association.

Section 2.2 “Act” or “Homeowners’ Association Act” shall mean and refer to the Homeowners’ Association Act (Chapter 720, Florida Statutes, 2021), as it now exists or as it may be amended from time to time, including the definitions therein contained except to the extent any such definition is inconsistent with this Article II.

Section 2.3 “Annual Assessment” shall mean and refer to Assessments levied in accordance with Section 6.2 hereof.

Section 2.4 “Architectural Review Committee” or “ARC” shall mean and refer to the committee established by the Board of Governors and described in Section 7.1 hereof.

Section 2.5 “Areas of Common Responsibility” shall mean and refer to the Common Areas, together with those areas, if any, which by the terms of this Declaration, or by contract or agreement with any Neighborhood Association or a governmental agency become the responsibility of the Association. The Areas of Common Responsibility shall include, without limitation, maintenance of median landscaping on Vineyards Boulevard, the area designated as Cypress Preserve Areas under the Master Development Plan boundaries and may include maintenance of Streets not owned by the Association or any Neighborhood Association. No portion of the Country Club Property shall be included in or shall be designated to be Area of Common Responsibility.

Section 2.6 “**Articles of Incorporation**” or “**Articles**” shall mean and refer to the Amended and Restated Articles of Incorporation of the Vineyards Community Association, Inc., as may be amended from time to time.

Section 2.7 “**Assessment**” shall mean and refer to those charges made by the Association from time to time and shall include Annual Assessments, Special Assessments and Neighborhood Assessments in accordance with Article VI hereof.

Section 2.8 “**Association**” or “**Master Association**” shall mean and refer to The Vineyards Community Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

Section 2.9 “**Association Documents**” shall mean and refer to this Declaration, the Articles of Incorporation, Bylaws, Rules and Regulations and Design Standards and Guidelines, as all may be amended from time to time. In the event of conflict or inconsistency between the Association Documents and Neighborhood Documents, to the extent permitted by law, the Association Documents shall control. In the event of conflict or inconsistency among the Association Documents, to the extent permitted by law, the Declaration, Articles of Incorporation, Bylaws, Rules and Regulations and Design Standards and Guidelines in that order shall control.

Section 2.10 “**Board of Governors**” or “**Board**” shall mean and refer to the elected body of the Association having its normal meaning under Florida corporate law and the Bylaws.

Section 2.11 “**Bylaws**” shall mean and refer to the Second Amended and Restated Bylaws of the Association, as may be amended from time to time.

Section 2.12 “**Common Areas**” shall mean and refer to those areas of land shown on any plat of the Vineyards which are dedicated to the Association, or any other property which is dedicated, conveyed, leased or licensed to the Association, and which is intended to be devoted to the common use and enjoyment of all the Members of the Association. Common Areas may be dedicated by supplemental Declaration. Any land or personal property leased by the Association shall lose its character as Common Areas upon the expiration of such lease.

Section 2.13 “**Common Expenses**” shall mean and refer to all expenses incurred by the Association in connection with its ownership, maintenance, administration, repair and replacement and other obligations for the Areas of Common Responsibility or the operation of the Association. Common Expenses may include a reasonable reserve for capital repairs and replacements, all as may be specifically authorized from time to time by the Board of Governors. Common Expenses include such other expenses as may be declared expenses by this Declaration, the Articles of Incorporation, the Bylaws, by the Association or by the Act. Common Expenses include, but are not limited to, such items as cost of premiums for general and public liability insurance, repairs, replacements and expenses of upkeep, landscaping, utility bills that are not separately metered to individual Units or Neighborhood Associations, recreational facilities and activities, accounting and legal fees, wages and fees for managerial and other services, and reasonable and adequate reserves, all as may be required in the maintenance and management of the Vineyards. Common Expenses also include reasonable insurance for Directors and Officers, road and street maintenance and operation expenses, and Access Control/privacy services, which are reasonably related to the

general benefit of the Owners. Common Expenses also include the expenses of any items or services required by any federal, state, or local governmental entity to be installed, or supplied to the Vineyards by the Master Association, including, but not limited to, water and sewer service where a master meter services the Vineyards.

Section 2.14 “Community Wide Standards” shall mean and refer to the standards of conduct, maintenance, or other activity generally prevailing throughout the Vineyards. Such standards may be more specifically determined by the Board of Governors. Community Wide Standards shall be part of the Rules and Regulations of the Association.

Section 2.15 “Country Club” shall mean and refer to the owner of the Country Club Property.

Section 2.16 “Country Club Property” shall mean and refer to the portion of the Master Development Plan comprising the golf courses, clubhouse and related facilities.

Section 2.17 “Declarant” shall mean and refer to the Vineyards Development Corporation, a Florida corporation, Michael J. Procacci, and Joseph G. Procacci, jointly and severally, together with their successors and assigns of any or all of their respective rights under this Declaration.

Section 2.18 “Declaration” or “Second Amended and Restated Declaration” shall mean and refer to this document entitled Second Amended and Restated Declaration of Master Covenants, Conditions and Restrictions for The Vineyards as the same may be amended or supplemented from time to time.

Section 2.19 “Design Standards and Guidelines” shall mean and refer to the guidelines, standards and regulations governing construction of new Improvements and any modifications to existing Improvements adopted in accordance with Article VII.

Section 2.20 “Development Project” shall mean and refer to those certain lands located in Collier County, Florida and currently and/or previously owned by Declarant, within the general boundaries of Vanderbilt Beach Road on the north, Collier County Drainage Canal on the west, Pine Ridge Road on the south, and Logan Woods on the east and subject to Collier County Development Order 85-2 recorded at Official Records Book 87, Page 55 of the Public Records of Collier County, Florida, and Collier County Ordinance 85-15, each as thereafter amended and to the extent the same remain applicable to the Vineyards.

Section 2.21 “First Mortgagee” shall mean and refer to any lender who holds a first mortgage on a Unit.

Section 2.22 “Guest” shall mean and refer to any Person who is not the Owner, Tenant or a member of the Owner’s or Tenant’s family, who is physically present on or occupies the Unit on a temporary basis at the expressed or implied invitation of the Owner, Tenant or other legally permitted Occupant, without the payment of consideration.

Section 2.23 “Improvements” shall mean and refer to all structures or land improvements of any kind, including, without limitation, any building, fence, wall, sign, paving,

grading, parking and building addition, site or other structure alteration, screen enclosure, sewer, drain, water distribution lines and facilities, decorative building, recreational facility, exterior lighting, landscaping, including berms, mounds and other decorative features.

Section 2.24 “Invitee” shall mean and refer to a Person or Persons expressly or impliedly allowed entry onto the Vineyards for the purpose of conducting business with a Unit’s occupant, or otherwise entering the Vineyards on a temporary basis at the expressed or implied consent of the Owner or Unit Occupant, including but not limited to contractors, workmen, delivery persons, domestic assistants and health care assistants.

Section 2.25 “Irrigation System” shall mean and refer to all wells, pumps, pipes, check valves, meters and other equipment owned by Vineyards Utility, Inc. or its successors or assigns used to irrigate the Country Club Property, the Areas of Common Responsibility, Neighborhoods and Units. The Irrigation System shall include all additions and replacements to any of the above outlined items.

Section 2.26 “Master Development Plan” shall mean and refer to the Declarant’s plan for development of the Vineyards showing the land uses and Units assigned to the various portions of the Vineyards, inclusive of the applicable provisions of the Development Project.

Section 2.27 “Member” or “Members” shall mean and refer to those Persons who are entitled to membership in the Association as set forth in Article IV.

Section 2.28 “Neighborhood” shall mean and refer to any single-family development, condominium project, cluster development, commercial development or other sub-area development within the Vineyards. Neighborhoods may, but shall not be required to be governed by a Neighborhood Association and Neighborhood Documents. The following Neighborhoods exist in the Vineyards:

Name of Neighborhood	Name of Neighborhood Association	Number of Votes
Arbor Glen	Vineyards Arbor Glen Homeowners Association, Inc.	42
Aspen Palms	Hammock Isles Custom Homes Homeowners’ Association, Inc.	45
Augusta Falls	Augusta Falls Homeowners’ Association, Inc.	35
Avellino Isles	Avellino Isles Condominium Association, Inc.	198
Banyon Bay	Hammock Isles Estates Homeowners’ Association, Inc.	72
Bellerive	Bellerive at the Vineyards Condominium Association, Inc.	86

Camelot Park	Vineyards Camelot Park Homeowners' Association, Inc.	35
Chardonnay	Chardonnay at the Vineyards, Inc.	60
Chestnut Grove	Hammock Isles Villas Homeowners' Association, Inc.	73
Clubside Reserve	Clubside Reserve at the Vineyards Condominium Association, Inc.	84
Concord	Concord at the Vineyards Condominium Association, Inc.	136
Erin Lake	Erin Lake Homeowners Association, Inc.	27
Fountainhead	Fountainhead at the Vineyards Homeowners Association, Inc.	70
Glen Lake Estates	Glen Lake Estates at the Vineyards Homeowners' Association, Inc.	25
Laguna Royale	Laguna Royale Condominium Association, Inc.	40
Lalique	Lalique Condominium Association, Inc.	104
Montelena	Montelena Condominium Association, Inc.	33
Napa Homeowners	Napa Ridge Homeowners Association, Inc.	29
Napa Villas	Napa Ridge Villas Homeowners Association, Inc.	34
Oak Colony	Oak Colony at the Vineyards Homeowners' Association, Inc.	18
Palo Verde	Palo Verde Homeowners Association, Inc.	43
Regency Reserve	Regency Reserve Condominium Association, Inc.	240
San Miguel	San Miguel Homeowners' Association, Inc.	28
San Rafael	San Rafael Homeowners' Association, Inc.	24

Silver Oaks	Silver Oaks Condominium Association, Inc.	106
Sonoma Lakes	Sonoma Lake Homeowners Association, Inc.	33
Terracina	Vineyards Terracina Homeowners' Association, Inc.	82
Tierra Lago	Tierra Lago Neighborhood Association, Inc.	44
Tra-Vigne	Tra-Vigne' Condominium Association, Inc.	77
Tuscany	Tuscany at the Vineyards Condominium Association, Inc.	120
Valley Oak	Valley Oak Homeowners' Association, Inc.	218
Venezia Grande	Venezia Grande Estates Homeowners Association, Inc.	24
Villa Florenza	Villa Florenza at the Vineyards Homeowners' Association, Inc.	38
Villa Verona	Villa Verona Homeowners Association, Inc.	34
Villa Vistana	Villa Vistana Homeowners Association, Inc.	64
Vintage Reserve	Vintage Condominium Association, Inc.	112
Vista Pointe	Vista Pointe Association, Inc.	132
Wedgewood	Wedgewood Homeowners' Association, Inc.	49
TOTALS: 38	38	2,714

Section 2.29 “**Neighborhood Assessments**” shall mean and refer to Assessments levied by the Association against Unit Owners pursuant to Section 6.4.

Section 2.30 “**Neighborhood Association**” shall mean and refer to any property owners’ association, homeowners’ association, condominium association or other such entity for any particular Neighborhood or group of Neighborhoods.

Section 2.31 “**Neighborhood Common Area**” shall mean and refer to certain portions of the Common Area which are for the primary use and benefit of one (1) or more, but less than all, of the Members of the Association. All costs associated with maintenance, repair, replacement and insurance of Neighborhood Common Area shall be assessed against the Owners and their Units

which are benefited thereby. Neighborhood Common Areas shall be designated as such and the use thereof shall be assigned in the deed, Plat or Supplement conveying or dedicating the same to the Neighborhood Association.

Section 2.32 “**Neighborhood Covenant**” or “**Neighborhood Declaration**” shall mean and refer to any and all covenants, conditions, restrictions and other provisions imposed by recorded instrument applicable to one (1) or more specific Neighborhoods, but not to all Neighborhoods.

Section 2.33 “**Neighborhood Documents**” shall mean and refer to the Neighborhood Declaration, the Articles of Incorporation, Bylaws, Rules and Regulations and Design Standards and Guidelines (or equivalent document) of a Neighborhood Association, as the same may be amended.

Section 2.34 “**Neighborhood Expenses**” shall mean and refer to the expenses incurred by the Association for the benefit of Owners of Units within a particular Neighborhood or Neighborhoods, which may include a reasonable reserve for capital repairs and replacements, all as may be specifically authorized from time to time by the Board of Governors. Neighborhood Expenses shall be shared by the benefited Neighborhoods. By way of illustration and not limitation Neighborhood Expenses include operating and maintaining Access Control intended for the benefit of Owners within Neighborhoods with access from Arbor Boulevard.

Section 2.35 “**Neighborhood Representative**” shall mean and refer to the representative appointed by each Neighborhood Association from time to time responsible for casting all votes attributable to Units in the Neighborhood for all matters provided for in this Declaration and in the Bylaws.

Section 2.36 “**Owner**” shall mean and refer to a record Owner of fee simple title to any Unit located within the Vineyards, but excluding those having an interest in a Unit merely as security for the performance of an obligation.

Section 2.37 “**Person**” shall mean and refer to an individual, corporation, governmental agency, business trust, estate, trust, partnership, Association, two (2) or more Persons having a joint or common interest, or any other legal entity. Whenever the word “Person” is used to require or prohibit certain conduct, it is the intention that the Owner of the Unit with which such Person is affiliated shall be responsible for ensuring such Person’s compliance with the Association Documents.

Section 2.38 “**Primary Occupant**” shall mean and refer to the natural person designated by the Owner, in accordance with Section 4.5.

Section 2.39 “**Prior Declaration**” shall mean and refer to the Amended and Restated Declaration of Master Covenants, Conditions and Restrictions for the Vineyards recorded on October 21, 1992 in O.R. Book 1763, Page 1228, *et seq.*, of the Collier County Public Records, as amended prior to the date hereof.

Section 2.40 “**Public Records**” shall mean and refer to the public records of Collier County, Florida.

Section 2.41 “**Resident**” shall mean and refer to any person legally occupying a Unit as a residence at any specific time and shall include, as applicable, but not be limited to Owners, Tenants and members of their respective families who reside in the Unit.

Section 2.42 “**Rules and Regulations**” or “**Rules**” shall mean and refer to the administrative regulations governing operation and use of the Vineyards and procedures for administering the Master Association, as adopted, and amended from time to time by resolution of the Board.

Section 2.43 “**Special Assessments**” shall mean and refer to Assessments levied in accordance with Section 6.5.

Section 2.44 “**Street**” shall mean and refer to any street, highway or other thoroughfare constructed within the Vineyards that is dedicated to, or owned by, the Association, or is not a public right-of-way, or any section of a public right-of-way for which the Association may have maintenance responsibility, whether same is designated as street, avenue, boulevard, drive, place, court, road, terrace, way, circle, lane, walk or other similar designation.

Section 2.45 “**Surface Water Management System**” shall mean and refer to portions of the Vineyards consisting of swales, inlets, culverts, lakes, outfalls, stormdrains, and the like, and all connecting pipes and easements, used in connection with the retention, drainage and control of surface water, including, but not by way of limitation, that portion of the Vineyards subject to the jurisdiction of the South Florida Water Management District.

Section 2.46 “**Tenant**” shall mean and refer to a Person other than the Owner, occupying a Unit whether pursuant to a verbal or written agreement of any kind regardless of legal title or characterization, where said occupancy involves consideration of any kind, including but not limited to the payment of money, the exchange of goods and services, etc.

Section 2.47 “**Unit**” shall mean and refer to each portion of the Vineyards identified on any recorded Plat as developed, or intended to be developed, as a single residence, including, by way of illustration, single-family detached houses, attached or detached villas, townhomes and condominiums. The term shall include all portions of the land owned as well as any structure thereon. In the case of a condominium or other buildings containing multiple residences, each residence shall be a separate Unit. If, with the approval of the Association and Neighborhood Association, a residence is developed on more than one Unit or if more than one Unit is combined into a single residence, each underlying Unit shall continue to maintain separate status for all purposes.

Section 2.48 “**Vineyards**” shall mean and refer to all real property which is subject to this Declaration, including such real property as may from time to time be annexed hereto. The property subject to this Declaration was previously legally described on Exhibit A to the Amended and Restated Declaration of Master Covenants, Conditions and Restrictions, recorded in the Collier County Public Records at OR 1763, Page 1228, et seq., and as may have been later amended. A map of the Vineyards is attached hereto as Exhibit “A.”

ARTICLE III ASSOCIATION'S RIGHTS AND POWERS

The primary purposes of the Association are to own, operate, insure, protect and maintain the Common Areas, including but not limited to, private roadways, recreation areas, lakes, retention areas, and decorative entranceways within or serving the Vineyards; to enforce restrictive covenants applicable to the Vineyards; to maintain the Areas of Common Responsibility and to take such other action as the Association is authorized or required to take with regard to the Vineyards pursuant to the Association Documents or law, including the Act.

Section 3.1 Maintenance of the Areas of Common Responsibility

The Association shall be responsible for maintenance, repair, replacement and reconstruction of Areas of Common Responsibility, including but not limited to, the following:

- A. Access Control and other facilities which may be operated and maintained for the benefit of all or a portion of the Units within the Vineyards, except any Access Control or facility established primarily for the benefit of a particular Neighborhood within the Vineyards and owned, operated and maintained by the relevant Neighborhood Association.
- B. All Streets, bikepaths and sidewalks within any portion of the Vineyards which are dedicated to the Association; and any streetlights, traffic signs and signals and informational signs on or over such Streets, bikepaths and sidewalks.
- C. The Surface Water Management System, subject to the terms of applicable permits and regulations issued by any governmental agency or water management district having jurisdiction.
- D. Any common or other areas conveyed, dedicated, leased to, or used by the Association, including any Improvements on such Areas of Common Responsibility.

Section 3.2 Management of Common Areas

The Association's authority to manage Common Areas shall include:

- A. The right to establish Rules and Regulations governing the use of Common Areas, subject to applicable law;
- B. The right to charge reasonable admission and other fees or Assessments for the use of Common Areas;
- C. The right to suspend a Member's right to use Common Areas, for any period during which any Assessments against the Member and the Member's Unit or any obligation of the Member to the Association remains unpaid, and for a reasonable period during or after any infraction of the Association's Association Documents;
- D. The right to dedicate or transfer all or any part of Common Areas to any governmental agency, public authority or utility;

E. The right to borrow money for the purpose of improving Common Areas and, in aid thereof, to mortgage the same, subject to the provisions contained in Section 3.9;

F. The right to take such steps as are reasonably necessary to protect Common Areas against foreclosure;

G. The right to enforce the provisions of the Association Documents governing use and enjoyment of Common Areas;

H. The right and power, but neither the duty nor the obligation, to delegate in whole or in part, exclusively or non-exclusively, and on a permanent or temporary basis, to any Neighborhood Association any obligation of maintenance or repair created under Association Documents. The Association shall have the right, by its sole act, to terminate such assignment, and again fulfill such rights and obligations; and

I. Except as provided in Article VIII regarding optional maintenance of individual property, corrective maintenance of Units, and corrective maintenance of Neighborhood Common Areas, and Article X regarding management services to Neighborhood Associations, this Article shall not be construed to require the Association to manage or maintain Neighborhood Common Areas.

Section 3.3 Streets and Access Control

The Vineyards includes private rights-of-way and public streets. Vineyards Boulevard is a public street maintained by Collier County for which the Association has the obligation to maintain median landscaping. All other streets within the Vineyards are private and maintained by the Association or a Neighborhood Association. Regardless of ownership of the Streets, the Association shall have the responsibility to maintain the Streets which are not the maintenance responsibility of a Neighborhood Association or the obligation of a governmental entity. Portions of the Streets service particular Neighborhoods, such as, but not limited to, Valley Oak. Allocation of the costs of maintenance of such Streets shall be Neighborhood Expenses to the benefitted Neighborhood(s). Costs associated with maintaining and operating Access Control within the Vineyards shall be Neighborhood Expenses allocated to the Neighborhoods benefitted by such access gates.

Section 3.4 Traffic Regulation

A. The Association shall, to the extent permitted by applicable law, have the right, but not the duty, to post speed limits on Streets and promulgate traffic and parking regulations for the use of the Streets and Common Areas. The Association shall also have the power to restrict the type of vehicles which may travel on or prevent vehicles from traveling on Streets. (The speed limits and traffic regulations are collectively referred to as "Traffic Regulations" and shall be considered Rules and Regulations of the Association.)

B. The Association shall have the right, but not the duty, to establish enforcement mechanisms for violation of the Traffic Regulations, including without limitation, the assessment of fines which shall be collected as a Special Assessment from Members, the removal

of vehicles from the Vineyards, and the suspension of a Member's rights of access and use of the Common Areas.

Section 3.5 Insurance

The Board or its duly authorized agent shall have the authority to and shall obtain all-risk coverage insurance for all insurable Improvements on the Common Areas, or if all-risk coverage is not reasonably available, then at a minimum an insurance policy[ies] covering loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief. This insurance shall be in an amount sufficient to cover one hundred percent (100%) of the replacement cost of any repair or reconstruction in the event of damage or destruction from such hazard.

The Association shall not have any insurance responsibility for any Unit or for Neighborhood Common Areas.

Insurance obtained on the properties within any Neighborhood obtained by a Neighborhood Association shall at minimum comply with the applicable provisions of this Section, including the provisions of this Article applicable to policy provisions, loss adjustment, and all other subjects to which this Article applies with regard to insurance on Common Areas, except liability limits may be reduced pursuant to a Board resolution affecting the Neighborhood. All such policies shall provide for a certificate of insurance to be furnished by the Neighborhood Association.

The Board shall also obtain general liability coverage covering the Common Areas, the Association, and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents, directors' and officers' ("D&O") liability coverage. The liability policy shall have at least One Million Dollars (\$1,000,000.00) per occurrence limit for general liability and the same amount per claim limit for D&O coverage. The Board shall also obtain Umbrella liability coverage at a minimum limit of Five Million Dollars (\$5,000,000.00), if reasonably available.

Premiums for all coverage on Common Areas (other than Neighborhood Common Areas) shall be a Common Expense of the Association and shall be included in the Annual Assessment. The coverage may contain a reasonable deductible, and in the case of property coverage, the amount thereof shall be added to the face amount of the coverage in determining whether the coverage at least equals the full replacement cost.

All coverage obtained by the Board shall be written in the name of the Association as trustee for the respective benefited parties, as further identified below. Such insurance shall be governed by the provisions hereinafter set forth.

A. All coverage shall be written with a company authorized to do business in Florida which holds a Best's rating of A-1 or better and is assigned a financial size category of XI or larger as established by A.M. Best Company, Inc., if reasonably available, or if not available, the most nearly equivalent rating.

B. All coverage on the Common Areas shall be for the benefit of the Association and its Members.

C. Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Board. No Owner, First Mortgagee or other lienholder shall have any right of participation with respect to losses pertaining to the Common Areas.

D. In no event shall the insurance coverage obtained hereunder be brought into contribution with insurance purchased by Neighborhood Associations, individual Owners, Residents, or their First Mortgagees and the insurance carried by the Association shall be primary.

E. All property coverage limits shall be based on an insurance appraisal identifying insurable replacement cost value updated on an annual basis.

F. The Board shall make reasonable efforts to secure insurance coverage that will provide for a waiver of subrogation by the insurer as to any claims against the Board, the Owners, and their respective Tenants, servants, agents, Invitees and Guests.

In addition to the other coverage required by this Section, the Board shall obtain worker's compensation insurance, if and to the extent required by law, coverage for employee theft as required by Florida Statutes, and flood insurance on Common Areas, if required by Florida Statutes, federal regulation or any other coverage obtained by the Association.

Section 3.6 Damage and Destruction to Common Areas

A. Immediately after damage or destruction to all or any part of the Vineyards covered by insurance written in the name of the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Improvements. Repair or reconstruction, as used in this paragraph, shall mean and refer to repairing or restoring the Improvements to substantially the same condition in which they existed prior to the loss, allowing for any changes or improvements necessitated by changes in applicable building codes or other governmental requirements.

B. Any damage or destruction to Common Areas shall be repaired or reconstructed unless the Neighborhood Representatives representing at least seventy-five percent (75%) of the total votes in the Association shall decide within one hundred-twenty (120) days after the loss not to repair or reconstruct. If for any reason, either the amount of the insurance proceeds to be paid because of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction or both, are not made available to the Association within said period, then the period shall be extended until such funds or information shall be made available; provided however, such extension shall not exceed one hundred-twenty (120) additional days. No holder of any lien on any Unit therein shall have the right to participate in the determination of whether the damage or destruction to Common Area shall be repaired or reconstructed.

C. In the event that it should be determined in the manner described above that the Common Area shall not be repaired or reconstructed and no alternative Improvements are authorized, then and in that event the affected portion of the property shall be restored to its natural state and maintained undeveloped by the Association in a neat and attractive condition consistent with the Community Wide Standards.

D. Proceeds of insurance policies shall be disbursed as follows: If the damage or destruction for which the proceeds of insurance policies are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after paying such costs of repair or reconstruction, or in the event no repair or reconstruction is made shall be retained by and for the benefit of the Association and placed in a capital reserve account.

E. If the damage or destruction to the Common Areas for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to pay the cost thereof, the Board may, without the necessity of a vote of the Neighborhood Representatives, levy a Special Assessment against all Owners on the same basis as provided for Annual Assessments. Additional Special Assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

Any reconstruction or repair must be substantially in accordance with the plans and specifications for the applicable Improvements located on Common Areas, or if not, then according to plans and specifications approved by the Board subject to the provisions in Section 3.7.

Section 3.7 Material Alteration or Substantial Addition. There shall be no Material Alteration or Substantial Addition to the Common Areas and Improvements contained thereon unless first approved by the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Neighborhood Representatives representing a majority of the total votes in the Association. “Material Alteration or Substantial Addition” means to palpably or perceptively vary or change the use, form, shape, elements or specifications of a portion of the Common Areas and Improvements contained thereon from its original design in such a manner as to appreciably affect or influence its function, use or appearance.

Section 3.8 Management Contracts. The Association has the right and the power to enter into contracts for professional management of the Association or to employ management or other personnel.

Section 3.9 Real and Personal Property. The Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise. Real property may be acquired by the Association and such property may be mortgaged by the Association if approved by the same percentage vote as required to amend this Declaration. Notwithstanding the foregoing, no Member approval shall be required to acquire, purchase, or mortgage a Unit in connection with foreclosure of a lien or deed in lieu of foreclosure, nor to dispose of such Unit, nor to acquire title to property to address errors or omissions relative to Declarant’s conveyance of Common Areas.

Section 3.10 Express and Implied Powers. The Association may exercise any rights, power or privilege given to it expressly by the Association Documents or by law, as amended from time to time, and every other right, power or privilege reasonably inferable therefrom.

Section 3.11 Acts of the Association. Unless the approval or affirmative vote of the Neighborhood Representatives and/or Members is specifically made necessary by applicable law or the Association Documents, all approvals or actions permitted or required to be given or taken by the Association may be given or taken by its Board of Governors, without a vote of the Neighborhood Representatives and/or Members.

Section 3.12 Official Records. The Association shall maintain its official records, and allow access and photocopying rights to all Members, as permitted by law. The Association may adopt reasonable written Rules governing the frequency, time, location, notice and manner of inspections, and may impose reasonable fees to cover the costs of providing copies of the official records, including without limitation, the costs of copying. Alternatively, the Association may make its official records available on its website or through other electronic access.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

Section 4.1 Members

A. Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Unit which is subject to Assessment by the Association. Persons other than an Owner may become Members of the Association only if a membership right is created in such Person by the recordation of a written instrument, which subjects lands owned by such Person to this Declaration.

B. Members' rights, powers, duties and privileges shall be as set forth in the Association Documents.

Section 4.2 Classes of Voting Rights

The Association shall have two (2) classes of membership:

Class A. Class A Members shall be all Owners, with the exception of the Class B Member.

Class B. The Class B Member shall be the Country Club.

Section 4.3 Voting Rights

Each Neighborhood is allocated the number of votes set forth in Section 2.28 and eight (8) votes are allocated to the Class B Member.

Section 4.4 Neighborhood Representatives

A. Neighborhood Representatives. Association matters requiring a vote of the Members will be voted on solely by Neighborhood Representatives, in accordance with the Association Documents, unless otherwise required by law. Each Neighborhood Representative will represent the collective votes of the Members of that Neighborhood Association at all meetings of the Association and as to all Association matters requiring membership vote.

Neighborhood Representatives shall not be required to obtain a consensus or approval on any voting matters from the Owners within their respective Neighborhoods, except as specifically provided in the Neighborhood Documents.

B. Any Member who is not a Member of a Neighborhood Association shall be considered a Neighborhood Representative for voting purposes and may cast his vote directly.

Section 4.5 Types of Ownership of Units

In addition to individual ownership, a Unit may be owned by two (2) or more natural Persons, a trust, a corporation, a partnership or other legally recognized entity which is not a natural Person, subject to any restrictions imposed by the Neighborhood Documents. The intent of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which the Unit may be used as short-term transient accommodations for individuals or families. The approval of ownership by co-Owners, a trustee, corporation, partnership or other entity as a Unit Owner shall be conditioned upon designation of one (1) natural Person to be the "Primary Occupant." The use of the Unit shall be as if the Primary Occupant were the only actual Owner. An individual Owner may also designate a Primary Occupant if he/she wishes. No more than one (1) change in the designation of Primary Occupant will be permitted in any twelve (12) month period, except in the case of death or the transfer of ownership. The rights and duties with respect to a Unit, including voting rights, shall be exercised by the Primary Occupant as if the Primary Occupant was the actual Owner.

ARTICLE V USE OF COMMON AREAS

Section 5.1 Members' Rights and Easements

Every Member shall have a right of enjoyment and use in and an easement to the Common Areas, which right and easement shall be appurtenant to and shall pass with the title to every Unit, subject to the rights of the Association under Article III. All rights and privileges to use the Common Areas shall be subject to the terms of the Association Documents.

Section 5.2 Delegation of Right and Responsibility

A. A Member may delegate his right of use and easement to Common Areas to the members of his family, to Tenants, Guests and Invitees, but only to the extent and subject to conditions, limitations and restrictions as may be provided for in the Association Documents.

B. Each Member shall be responsible for the actions of any Person to whom the Member has delegated his right of use to the Common Areas. Any unpaid charge against such Person shall be charged against such Member personally and be assessed against such Member's Unit. Any infraction of the Association's Rules and Regulations by such Person shall be deemed to be an infraction by such Member.

Section 5.3 Dedication of Common Areas

Subject to the easements established in this Article and other provisions within this Declaration, the Common Areas are not for use by the general public but are reserved and dedicated for the common use and enjoyment of all or a portion of the Members of the Association, as designated in this Declaration.

Section 5.4 Easements

The following easements are hereby granted and/or reserved over, across and through the Vineyards.

A. Easements for installation and maintenance of utilities are granted as indicated on the recorded subdivision plats of the Vineyards.

B. An easement is hereby granted to each mortgagee for the purpose of access to the portion of the Unit subject to its mortgage.

C. Easements are hereby granted throughout the Vineyards for police, fire, ambulance, trash collection, mosquito control, building inspection, postal and similar services benefitting the Vineyards.

D. The easement set forth in Section 5.1.

Section 5.5 Restriction on Owner Easements

No Owner shall grant any easement upon any portion of the Vineyards to any Person without the prior written consent of the Association and in accordance with the Neighborhood Documents.

**ARTICLE VI
ASSESSMENTS**

Section 6.1 Creation of the Lien and Personal Obligation

A. Each Owner of any Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay:

1. Annual Assessments;
2. Special Assessments;
3. Neighborhood Assessments; and

4. User fees for any optional facilities or services used by the Owner or any Resident of the Unit or any Guests or Invitees of the Owner or Resident. Such user fees shall be considered Special Assessments, if the same are not paid when due.

B. Annual, Special, and Neighborhood Assessments, together with interest and costs of collection, including reasonable attorneys' fees and costs, which includes those

resulting from any appellate proceedings, shall be a continuing lien upon the Unit against which such Assessment is made.

C. Each such Assessment, together with interest and costs of collection, including reasonable attorneys' fees and costs, which includes those resulting from appellate proceedings, shall also be the personal obligation of the Person who was the Owner of the Unit at the time such Assessment fell due, and any due and unpaid Assessments shall also be the personal obligation of each Person who subsequently becomes the Owner of the Unit. Each Owner, by acceptance of a deed for a Unit, is personally covenanting and agreeing to pay any such obligation falling due prior to or during the time of his ownership and such personal obligation shall survive any conveyance.

D. Delinquent Assessments shall bear interest at the maximum rate allowed by civil usury law, or 18% per annum, whichever is less, from the date when due until paid.

E. The lien of Assessments shall be considered a restriction and servitude running with the land. The lien relates back to the date of the recording of the original Declaration in the Public Records of Collier County, Florida; and is perfected by the recording of a Claim of Lien in the public records of Collier County.

F. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Governors.

G. No Owner may waive or otherwise exempt himself from liability for Assessments, including, by way of illustration and not limitation, by non-use of Common Areas or abandonment of the Unit. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of Assessments or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

Section 6.2 Annual Assessment

A. Any Annual Assessment must be equally levied against all Units. The Country Club Property shall be assessed as if it consisted of eight (8) Units.

B. The Association may collect an Annual Assessment in portions throughout an Assessment year, provided that the sum of all portions collected in the Assessment year do not exceed the amount approved in accordance with this Article.

Section 6.3 Computation of Annual Assessment

It shall be the duty of the Board annually to prepare a budget covering the estimated Common Expenses of the Association during the coming year. The Board shall cause a copy of the Common Expense budget, and the notice of the Annual Assessment amount, to be delivered to

each Member at least sixty (60) days prior to the beginning of each fiscal year. If the Board adopts in any fiscal year an annual budget which requires Assessments against Members which exceed one hundred fifteen percent (115%) of Assessments for the preceding fiscal year and the Board receives, within twenty one (21) days after adoption of the annual budget, a written request for a special meeting from the Neighborhood Representatives representing at least a majority of the total voting interests, the Board shall hold a special meeting. The special meeting shall be conducted within sixty (60) days after adoption of the annual budget. At least fourteen (14) days prior to such special meeting, the Board shall deliver to the Neighborhood Representatives, a notice of the meeting. The Neighborhood Representatives may consider and adopt a substitute budget at the special meeting. A substitute budget is adopted if approved by the Neighborhood Representatives representing at least a majority of the total voting interests. If there is not a quorum at the special meeting or a substitute budget is not adopted, the annual budget previously adopted by the Board shall take effect as scheduled. Any determination of whether Assessments exceed one hundred fifteen percent (115%) of Assessments for the prior fiscal year shall exclude any authorized provision for reasonable reserves for repair or replacement of the Improvements, anticipated expenses of the Association which the Board does not expect to be incurred on a regular or annual basis, or Assessments for improvements to the Vineyards.

Notwithstanding the foregoing, in the event the proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year; provided, however, that upon the adoption of a new budget, the same shall be deemed retroactive to the beginning of the then current fiscal year and each Owner shall pay the increase, if any, in the Annual Assessment from the beginning of such year at the time the next installment is due.

Annual Assessments levied under Section 6.2 shall commence on the first day of the fiscal year of the Association.

Section 6.4 Computation of Neighborhood Assessments

In addition to the Annual Assessments authorized by this Article, it shall be the duty of the Board annually to prepare at least sixty (60) days prior to the beginning of each fiscal year a separate budget covering the estimated Neighborhood Expenses expected to be incurred by the Association. The Board shall be entitled to set such budget only to the extent that this Declaration and any amendments hereto or a written agreement with the Neighborhood Association authorizes the Board to assess certain costs as a Neighborhood Assessment. Such budget may include a capital contribution establishing a reserve fund for repair and replacement of capital items within the Neighborhood, as appropriate. Neighborhood Expenses shall be allocated among the Neighborhood(s) benefited thereby on the basis of the number of Units in each Neighborhood irrespective of the benefit to any particular Unit. The Board shall cause a copy of such budget and notice of the amount of the Neighborhood Assessment for the coming year to be delivered to each Member in the benefited Neighborhood(s) prior to the beginning of each fiscal year. If the Board adopts in any fiscal year an annual budget which requires Neighborhood Assessments against Members in a given Neighborhood to exceed one hundred fifteen percent (115%) of the respective Neighborhood Assessments for the preceding fiscal year, the Board shall conduct a special meeting of the Neighborhood Representatives to consider a substitute budget for those Neighborhoods

affected if the Board receives, within twenty one (21) days after adoption of the annual budget, a written request for a special meeting from a majority of the total voting interests within those Neighborhoods. The special meeting shall be conducted within sixty (60) days after adoption of the annual budget for those Neighborhoods. At least fourteen (14) days prior to such special meeting, the Board shall deliver to the Neighborhood Representatives, a notice of the meeting. The Neighborhood Representatives may consider and adopt a substitute budget for those Neighborhoods affected at the special meeting. The substitute budget for those Neighborhoods is adopted if approved by the Neighborhood Representatives representing at least a majority of the total voting interests. If there is not a quorum at the special meeting or a substitute budget for those Neighborhoods affected is not adopted, the annual budget for those Neighborhoods previously adopted by the Board shall take effect as scheduled. Any determination of whether Neighborhood Assessments exceed one hundred fifteen percent (115%) of Neighborhood Assessments for the prior fiscal year shall exclude any authorized provision for reasonable reserves for repair or replacement of the Improvements in those affected Neighborhoods or anticipated expenses of those Neighborhoods which the Board does not expect to be incurred on a regular or annual basis.

Such budget and Assessment shall become effective unless disapproved by the Neighborhood Representatives representing a majority of the Owners of Units in the Neighborhoods to which the Neighborhood Assessment applies; provided, there shall be no obligation to call a Board meeting for the purpose of considering the proposed alternative budget except upon disapproval of the budget by the Neighborhood Representatives at the special meeting contemplated above.

In the event the proposed budget for any Neighborhood is disapproved or the Board fails for any reason so to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year; provided, however, that upon the adoption of a new budget, the same shall be deemed retroactive to the beginning of the then current budget year and each affected Owner shall pay the increase, if any, in such Neighborhood Assessment from the beginning of the year at the time the next installment is due.

Section 6.5 Special Assessments

A. As to All Members. In addition to Annual Assessments, the Association may levy Special Assessments applicable to that year only. The Board of Governors shall, without the necessity of a vote of the Neighborhood Representatives, levy a Special Assessment against all Owners on the same basis as provided in the Annual Assessments. Special Assessments shall be for the purpose of defraying, in whole or in part, the cost of any acquisition, construction or reconstruction, unexpected expense or repair or replacement of any Area of Common Responsibility, including assessments necessary to supplement the Annual Assessment.

B. As to less than All Members. The Association may levy a Special Assessment against any Member individually and against such Member's Unit to reimburse the Association for costs incurred in bringing a Member and his Unit into compliance with the provisions of the Association Documents, which Special Assessment may be levied upon the vote of the Board after notice to the Member and an opportunity for a hearing. The Board of Governors of the Association also may impose a Special Assessment upon any Owner whose use or treatment

of a Unit increases the maintenance cost to the Association above that which would result from compliance by the Owner with the Association Documents. The amount of such Assessment shall be equal to such cost increase and may be enforced in the manner provided for any other Assessment. Any charge imposed by the Association for failure to maintain a Unit to the Community Wide Standards or for any fine imposed shall be deemed a Special Assessment. Any charge for individual services or user fees, including but not limited to cable television or landscaping maintenance performed by the Association for a particular Unit (whether improved or unimproved), shall also be deemed a Special Assessment.

C. As to Neighborhoods. The Association may also levy a Special Assessment against the Units in any Neighborhood(s) to reimburse the Association for costs incurred in bringing the Neighborhood(s) into compliance with the provisions of the Association Documents, which Special Assessment may be levied upon the vote of the Board after notice to the Neighborhood Representative(s) of the Neighborhood(s) and opportunity for a hearing.

Section 6.6 Lien

A. If any Assessment, or any installment thereof, is not paid within thirty (30) days following the due date, the Association may declare the entire Assessment, and any interest and late charges accrued thereon, immediately due and payable. The Association may at any time thereafter record in the Public Records a claim of lien against the Unit for which the Assessment was due and bring an action to foreclose the lien in the manner in which mortgages on real property are foreclosed. The Association may also bring an action at law against an Owner to pay his personal obligations to the Association.

B. The claim of lien shall include a description of the property encumbered, the Owner's name, the amount then due and the date when due.

Section 6.7 Priority and Extinguishment of the Lien

A. Except as otherwise provided by Section 720.3085, Fla. Stat., as it presently exists or as it may be amended from time to time, the Association's lien for unpaid charges or assessments shall be subordinate and inferior to any recorded first mortgage, unless the Association's Claim of Lien was recorded before the mortgage, but shall be superior to, and take priority over, any other lien or mortgage regardless of when recorded. Any lease of a Unit shall be subordinate and inferior to the lien of the Association, regardless of when the lease was executed. The Association may bring an action in its name to foreclose its lien for unpaid Assessments in the manner provided in the Act, and may also bring an action to recover a money judgment for the unpaid Assessments without waiving any lien rights.

B. Except as otherwise provided by Section 720.3085, Fla Stat., as it presently exists or as it may be amended from time to time, a First Mortgagee or its successor or assignee which acquires title to a Unit by foreclosure or by deed in lieu of foreclosure is liable for the unpaid Assessments that became due prior to the mortgagee's acquisition of title as limited to the lesser of:

1. The Unit's unpaid Annual and Special Assessments which accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or

2. One percent (1%) of the original mortgage debt. The provisions of this paragraph apply only if the First Mortgagee joined the Association as a defendant in the foreclosure action. Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discoverable by the mortgagee.

In the event the Association's lien herein created is extinguished by the sale or transfer of a Unit pursuant to a foreclosure of a First Mortgage (or any conveyance in lieu of such foreclosure), such delinquent Assessments which were extinguished, if any, may be reallocated and assessed to all of the Units in the Neighborhood in which the Unit is located and if not located in a Neighborhood, then to all of the other Units in the Vineyards. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Unit from liability for, nor the Unit from the lien of, any Assessments arising thereafter.

C. The lien herein created is specifically declared to be superior to any lien created by any Neighborhood Declaration or imposed by any Neighborhood Association.

Section 6.8 Collection by Neighborhood Associations

Any Assessments levied by the Association to a Neighborhood Association shall be the obligation of Owners of Units within that Neighborhood Association. Each Neighborhood Association shall have the duty to timely remit the total amount of the combined Assessments for all of the Units within that Neighborhood to the Association, regardless of whether all of the subject Assessments are actually collected from the Owners. To the extent that the Neighborhood Association pays an Assessment to the Association on behalf of a delinquent Owner, the Association assigns its right to impose a lien on the delinquent Owner's Unit to the Neighborhood Association. However, the Association may, in its sole discretion, elect to collect Association Assessments and other charges directly from any Owner. The Association shall be entitled to rely upon the information given by a Neighborhood Association regarding delinquencies, and impose a lien upon such delinquent Owner's Unit in accordance with this Declaration. If a Neighborhood Association does not timely remit Assessments due from the Owners in accordance with this Section, the Association may suspend the voting rights of that Neighborhood's Neighborhood Representative until payment is made.

Section 6.9 Statement of Status of Assessments

Upon fifteen (15) days' written request to the Association or its manager and payment of a processing fee set by the Association from time to time, such fee not to exceed the maximum amount allowed by law, the Association shall furnish to any Owner or mortgagee of a Unit the following:

A. The amount of any unpaid Assessments, interest, late charges, costs, expenses and attorneys' fees then existing with respect to a particular Unit;

B. The amount of the current periodic installments of the Annual Assessment and the date through which they are paid; and

C. Any other information deemed proper by the Association.

If the information contained in such statement relates to a proposed sale, it shall be conclusive upon the Association as to any Person, other than the Unit Owner, who relies upon such certificate in good faith and shall be protected thereby.

Prior to the issuance of such statement, the Association may request the name of any proposed transferee of the Unit and the scheduled closing date. This will permit the records of the Association to accurately identify Members and Owners.

ARTICLE VII USE RESTRICTIONS AND ARCHITECTURAL APPROVAL

Section 7.1 Approval of Plans and Specifications

All property which is now or may hereafter be subjected to this Declaration is subject to architectural and site plan review. This review shall be in accordance with this Article and such standards as may be promulgated by the Architectural Review Committee. The Board shall have the authority and standing on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the committee established in accordance with this Article.

No construction, which term shall include within its definition clearing, excavation, grading, and other site work, no exterior alteration or modification of existing Improvements, and no plantings or removal of trees shall take place except in strict compliance with this Article. Plants and shrubs that are visible from any street not within a Neighborhood are subject to ARC approval. Plants and shrubs located within a Neighborhood are not subject to ARC approval but are governed by the Neighborhood Documents, unless such plants or shrubs have an impact on the aesthetics of the Areas of Common Responsibility. The Board may establish reasonable fees to be charged by the ARC for review of an application for approval hereunder, which fees shall be paid in full prior to review of any application hereunder. Notwithstanding the foregoing, the Association, may establish procedures for preliminary architectural review whereby an Owner or Neighborhood Association (or their agents) may meet with the ARC for the purpose of exhibiting to the ARC preliminary concepts or drawings for the contemplated construction and in order to assist such Owner or Owner's agent in formulating a design which will comply with the Design Standards and Guidelines. Such discussions shall not be binding on the ARC.

All structures constructed on any portion of the Vineyards shall be designed and built in accordance with the plans and specifications submitted and approved by the ARC.

A. Architectural Review Committee. The Board shall appoint a committee of not more than five (5) Persons, all of whom shall be Owners, and who shall serve terms subject to

the sole discretion of the Board of Governors. The ARC shall derive its authority from the authority granted to it by this Declaration and the Board.

The ARC shall promulgate Design Standards and Guidelines and application and review procedures. Copies shall be available from the ARC for review by Owners and contractors who seek to engage in construction upon all or any portion of the Vineyards and such parties shall conduct their operations in accordance therewith. Said Design Standards and Guidelines may include, without limitation, construction site maintenance standards and regulations governing construction and conduct in the Vineyards. In the event that the ARC fails to approve or disapprove plans submitted to it, or to request additional information it may require, within forty-five (45) days after submission thereof, the plans shall be deemed approved. The Board shall have full and final authority to approve, amend and enforce the Design Standards and Guidelines.

Nothing contained herein shall infringe upon the right of a Neighborhood Association to approve/disapprove any architectural review submitted to it. All Owners must first seek architectural review and approval from their Neighborhood Association before submitting a request for approval from the ARC. The ARC has the authority to disapprove, in its sole discretion, any application regardless of the decision by a Neighborhood Association.

Nothing contained herein shall be construed to limit the right of an Owner to remodel or paint the interior of his Unit; provided, modification or alterations to the interior of screened porches, patios and similar portions of Unit visible from outside the Unit shall be subject to approval hereunder.

B. No Waiver of Future Approvals. The approval of the ARC of any proposals, plans, specifications or drawings for any work done or proposed, shall not be deemed to constitute a waiver of any right to withhold approval or consent to as to any similar proposals, plans, specifications, or drawings, submitted for approval or consent.

C. Variance. The ARC may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require. Such variances may only be granted, however, when circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in this Declaration, or (c) preclude the ARC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain the issuance of any permit, or the terms of any financing shall not necessarily be considered a hardship warranting a variance.

D. Compliance. Any contractor, subcontractor, agent, employee or other Invitee of an Owner or Neighborhood Association who fails to comply with the terms and provisions of the guidelines and procedures promulgated by the ARC may be excluded from the Vineyards without liability to any Person, subject to the Owner's or the Neighborhood Association's right of appeal set forth in Section 7.1(G) hereof.

E. Right to Inspect. There is specifically reserved unto the ARC the right of entry and inspection upon any Unit for the purpose of determination by the ARC whether there

exists any construction or any Improvements which violate the terms of any approval by the ARC (or which lack requisite approval), the terms of the Association Documents, or of any other covenants, conditions or restrictions to which the Unit's deed or other instrument of conveyance or plat makes reference. The Association is specifically empowered to enforce the provisions of this Declaration by any legal or equitable remedy, and in the event it becomes necessary, to commence litigation to determine the propriety of any Improvement, or to remove any unapproved Improvements. The prevailing party shall be entitled to recovery of all court costs, expenses, reasonable attorneys' fees in connection therewith and the same shall be assessable and collectable in the same manner as any assessment provided for herein. The Association shall indemnify and hold harmless the ARC from all costs, expenses, and liabilities, including attorneys' fees, incurred by virtue of any service by a member of the ARC.

F. **Rights of Country Club.** The Country Club shall be given notice of all meetings of the ARC at which the Improvement under consideration (or any portion thereof) is contiguous to the Country Club Property. If, in the reasonable opinion of the Country Club, the construction or modification being reviewed has a material adverse impact on the Country Club Property whether by restriction of view, hazards to Person or otherwise, then, in that event, the Country Club may voice its objection to the proposed construction and the Owner may be required by the ARC to resubmit to the ARC the proposed construction or modification so as to take into account the objection of the Country Club which shall be given in writing to the Owner by the ARC.

G. **Appeal of ARC Decisions.** Any Owner or Neighborhood Association aggrieved by a decision of the ARC shall have the right to make a written request to the Board within thirty (30) days of the decision, for a review thereof. The determination of the Board upon reviewing any such decision shall in all events be dispositive.

Section 7.2 Construction Regulations of the Design Standards and Guidelines

All Owners and their contractors who are constructing Improvements subject to approval as described in this Article shall comply with the construction regulations of the Design Standards and Guidelines. Such regulations may affect, without limitation, the following: trash and debris removal; sanitary facilities; parking areas; permissible times of access and construction; outside storage; restoration of damaged property; conduct and behavior of builders, subcontractors, Owners and their representatives; the conservation of landscape materials; and fire protection.

Section 7.3 Specific Design Standards and Guidelines

Without limiting the jurisdiction of the ARC as set forth in Section 7.1, the following are specific examples requiring written approval by the ARC:

7.3.1 Colors. No exterior colors on any structure shall be permitted that, in the sole judgment of the ARC, would be inharmonious or incongruous with the Vineyards or a particular Neighborhood.

7.3.2 Materials. No exterior materials used in the construction of any structure shall be permitted that, in the sole judgment of the ARC, would be inharmonious or incongruous with the Vineyards or a particular Neighborhood.

7.3.3 Roofs. Single family roofs shall have a minimum slope rating of 6:12. Single family roofs shall be constructed of flat or barrel tile, metal that has the appearance of tile, or cedar shake. In the event that some new, attractive material for roofing surfaces becomes available, the ARC may, in its sole discretion, approve the use of such new materials.

7.3.4 Factory-Built Structures. No structure of any kind that is commonly known as “factory built,” “modular,” or “mobile home” type of construction shall be erected without the approval of the ARC.

7.3.5 Landscaping. All areas not covered by structures, walkways, paved parking facilities or areas approved by the ARC to be left in their natural state shall be maintained as lawn or landscape areas with underground sprinkler systems, to the pavement edge of any abutting Streets and to the waterline of any abutting lakes, canals or water management areas. No stone, gravel, or paving of any type shall be used as a lawn unless approved as part of the final landscape plan. All landscaping shall be accomplished in accordance with a plan approved by the ARC which shall be submitted prior to clearing or commencement of construction of any Unit for construction. All required lawns and landscaping shall be completed at the time of completion of the structure, as evidenced by the issuance of a Certificate of Occupancy by the appropriate governmental agency, and shall be kept in good and living condition by Owner in accordance with the Community Wide Standards.

7.3.6 Driveways and Parking Areas. Driveways and parking areas must be constructed with materials of a permanent and dust-free nature.

7.3.7 Underground Utility Lines. All electric, telephone, gas and other utility lines must be installed underground, with the exception of high voltage electric transmission lines. This does not relate to transformers, junction boxes and other such equipment.

7.3.8 The design, size and location of Flagpoles. Flagpoles and flags or banners shall be permitted only if the design, size and location of such are approved by the ARC, subject to governmental approval. Flags and banners may only be displayed on a flagpole and shall not be hung or displayed from shrubbery, roofs, windows or otherwise hung from a Unit. However, a flagpole may be attached to a residence in an appropriate area approved by the ARC. This Section 7.3.8 does not, and is not intended to, abridge an Owner’s right to display flags in the manner authorized by Section 720.304, Florida Statutes, as may be amended.

7.3.9 Temporary and Accessory Structures. No tents, temporary structures or accessory structures or signs associated with such shall be permitted.

7.3.10 Garages and Garage Sales. Garages shall be used only for the purpose constructed and no Owner shall be permitted to enclose or furnish the garage to provide additional living area. Garage doors must remain closed at all times except when in use for ordinary and customary ingress and egress to and from the garage. No estate sales, garage sales,

yard sales or similar type of sale where personal property is visible from outside the residence shall be permitted.

7.3.11 Outdoor Equipment. All garbage and trash containers, oil tanks, bottled gas tanks, swimming pool equipment, air conditioning and heating units, housing and sprinkler pumps and other such outdoor equipment must be placed underground, walled-in or placed in sight-screened, fenced-in or adequately landscaped areas so that they shall not be readily visible from any adjacent Streets or Units (viewed from street level), or omit noxious or foul odors to neighboring properties. All mailboxes shall be approved by the ARC prior to installation. No newspaper tubes or driveway reflectors shall be installed on any Unit or mailboxes. All outside spigots shall be connected to potable water only.

7.3.12 Air Conditioning. Wall air conditioning units may be installed with the prior approval of the ARC. Window air conditioning units shall not be permitted.

7.3.13 The location, size and material of Solar Collectors. The ARC shall approve the location of and materials used in the construction of solar collectors, in accordance with Florida Statutes.

7.3.14 Signs. No signs, freestanding or otherwise installed, shall be erected or displayed on any Unit or structure, unless the placement, character, form, size, lighting and time of placement of such sign is approved in writing by the ARC. All signs must also conform with governmental codes and regulations. "Open House" signage shall conform to the Community Wide Standards. At no time shall any "For Sale" sign or similar signage be permitted in any community within the Vineyards.

7.3.15 Walls, Fences and Shutters. No wall or fence shall be constructed on any Unit until its height, location and material shall have been approved by the ARC. Additional requirements may be approved by the ARC for those Units adjacent to the Country Club Property to permit open views to the golf courses from the Streets. Hurricane or storm shutters are permitted, if approved by the ARC.

7.3.16 Annoying Lighting, Sounds, Odors. No light or odor shall be emitted from any Unit which is obnoxious or unreasonably offensive to others. No sound shall be emitted from any Unit which is in violation of any Collier County Ordinance.

7.3.17 Pools. No above-ground pools shall be erected, constructed or installed on any Unit.

7.3.18 Clothes Drying Area. All outdoor clothes drying areas must be walled in or placed in sight-screened or fenced-in areas so that they will not be visible from the Country Club Property, Streets or other Units.

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

A. No commercial vehicle of any kind shall be permitted to be parked on a Unit for a period of more than four (4) hours, unless such vehicle is attendant to the construction, repair or maintenance of a Unit.

B. No commercial vehicle and no recreation vehicle shall be permitted to be parked overnight unless kept fully enclosed inside a garage. A commercial vehicle does not include pick-ups, customized vans, and other such vehicles customarily used for personal transportation and not business use.

C. No boat, boat trailer or other trailer of any kind, camper, mobile home or disabled vehicle shall be permitted to be parked or stored on a Unit unless kept fully enclosed inside a garage.

D. Abandoned or inoperable automobiles shall not be stored or parked on any portion of a Unit. "Abandoned or inoperable vehicle" shall be defined as any vehicle which has not been driven under its own propulsion for a period of three (3) weeks or longer; provided, however, this shall not include vehicles parked in an enclosed garage or operable vehicles left in permitted parking areas by Owners while temporarily not residing in a Unit. A written notice describing the "abandoned or inoperable vehicle" and requesting removal thereof may be personally served upon the Owner or posted on the unused vehicle.

E. The Board shall determine whether a vehicle violates the restrictions set forth in this Section and the Board's determination shall be dispositive.

F. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions or in the Rules may be towed by the Association at the sole expense of the Owner of such vehicle if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is delivered to the Owner and/or posted on the subject vehicle. The Association shall not be liable to the Owner of such vehicle for trespass, conversion and shall not be guilty of any criminal act, by reason of such towing and once the notice is delivered/posted, neither its removal nor failure of the Owner to receive such notice for any other reason, shall be grounds for relief of any kind.

7.3.20 Pets and Animals

A. Commonly accepted household pets such as dogs, cats and birds may be kept in reasonable numbers. All animals shall be contained in the Owner's Unit and shall not be permitted to roam freely. The ability to keep such a pet is a privilege, not a right, and the Board is empowered to order and enforce the removal of any pet which becomes a source of unreasonable annoyance to other Residents. The Owner of the pet shall hold the Association, its officers, and directors harmless from any liability or loss arising from the keeping of the pet in the Vineyards.

B. All pets must be within the direct control of a person when outside a Unit by leash, container, cage or similar control. Any Owner whose pet defecates on any Areas of Common Responsibility or another Owner's Unit or any Neighborhood Common Area, shall immediately clean up the pet's waste. Failure to abide by this restriction may result in a fine being levied by the Association.

C. No horses, cows, hogs, pigs, swine, goats, chickens, pigeons or any other such animals, fowl or reptiles shall be kept on any Unit.

Section 7.4 Maintenance of Premises

No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any Unit and no refuse or unsightly objects shall be placed or allowed to remain upon any Unit. All lawns, landscaping and sprinkler systems and any property, structure, Improvements and appurtenances shall be kept in a safe, clean, orderly and attractive condition in accordance with the Community Wide Standards, and all structures shall be maintained in a finished, painted and attractive condition.

Section 7.5 Nuisances

Nothing shall be done which may be nor may become an unreasonable annoyance or nuisance to any Person or to a Neighborhood. No obnoxious, unpleasant or offensive activity shall be carried on, nor shall anything be done, which can be construed to constitute a nuisance, public or private in nature.

Section 7.6 The Association's Exculpation

The Association, and/or the ARC, may grant, withhold or deny permission or approval, for any reason whatsoever, without liability of any nature to any Owner or any other Person. Any permission or approval granted, withheld or denied shall be binding upon all Persons, subject to the appeal right set forth in Section 7.1(G).

Section 7.7 Subdivision and Regulation of Land

A. No Unit shall be divided, subdivided or combined without the approval of the Association, which may impose certain requirements on an Owner to comply with the provisions of the Master Development Plan and any applicable planned unit development law.

B. No covenant, condition, restriction or other provision of the Association Documents shall be construed in any manner as limiting or preventing any Unit, and the Improvements thereon, from being submitted to a plan of condominium ownership.

C. No Owner or Neighborhood shall inaugurate or implement any variation from, modification to or amendment of the Master Development Plan or any other governmental plans, land development regulations, development orders or development permits applicable to the Vineyards or to any Unit, without the approval of the Association.

Section 7.8 Satellite Dishes

Satellite dishes not larger than eighteen inches in diameter shall be permitted to be installed by the Owner of a Unit, subject to the following restrictions:

(A) Satellite dishes must be confined to the Unit of the Owner and shall not be permitted on any Common Areas, except as set forth below in the case of a condominium unit;

(B) In the case of condominium units, satellite dishes may be installed on a lanai, subject to the provisions of this section, and subject to the Rules and Regulations of the applicable Neighborhood Association; and

(C) All satellite dishes must be reasonably buffered by shrubs, plants or trees so as not to be openly visible from the street or from neighboring Units.

The Association shall have the sole right, without obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna or cable system for the benefit of all or a portion of the Vineyards.

Section 7.9 Wells

All Units shall be required to utilize potable water provided by Collier County Utilities or its successors or assigns. No potable or irrigation wells are permitted for any Unit.

Section 7.10 Compliance with Laws

Subject to the right of reasonable contest, each Owner shall promptly comply with the provisions of all applicable laws, regulations, ordinances, and other governmental or quasi-governmental regulations.

Section 7.11 Hazardous Materials

Each Owner shall comply with all federal, state and local statutes, regulations, ordinances, or other Rules intended to protect the public health and welfare as related to land, water, groundwater, air or other aspects of the natural environment (the "Environmental Laws"). Environmental Laws shall include, but are not limited to, those that define and regulate hazardous substances, wastes and materials (collectively, the "Hazardous Materials"). No Owner or his Tenants, Guests or Invitees shall knowingly use, generate, manufacture, store, release, dispose of or knowingly permit to exist in, on, under or about his or her Unit any Hazardous Materials except in compliance with the Environmental Laws.

Section 7.12 Tenant Occupancy

The Owner of a Unit shall have the right to grant occupancy to such Unit, or part of the Unit, to a Tenant subject to the following conditions.

- A. All agreements granting such occupancy to a Tenant shall be in writing.
- B. All such agreements shall have a minimum term of thirty (30) days.
- C. The maximum number of such agreements per calendar year is four (4). The first day of permitted occupancy shall determine the year in which the agreement began.
- D. The agreement shall be specifically subject to the Association Documents and any failure of a Tenant to comply with such shall be a default under the agreement.

E. The Owner shall be liable for any violation of the Governing Documents committed by such Owner's Tenant, without prejudice to such Owner's right to collect any sums paid from the Tenant.

Section 7.13 Owner and Member Compliance

The protective covenants, conditions, restrictions and other provisions of this Declaration shall apply not only to Owners and Persons to whom an Owner has delegated his rights of use hereunder, but also to any other Person occupying an Owner's Unit or his Tenants and their Invitees or Guests. Failure of an Owner to notify any such Persons of the existence of the covenants, conditions, restrictions, and other provisions of this Declaration shall not in any way act to limit or divest the right of the Association to enforce the provisions of this Declaration. The Owner shall be responsible for any and all violations of these provisions by such Persons. The Association is entitled to pursue all enforcement remedies provided by the Association documents and under Florida law, including (but not limited to) the right to pursue fines and suspensions for violations, as further described in Section 7.1 of the Bylaws.

ARTICLE VIII PROPERTY MAINTENANCE

Section 8.1 Purpose and Authority

The Association shall regulate the maintenance of the Vineyards and the Improvements thereon to create and conserve a quality and environment for the Owners and Residents and to maintain the aesthetics of the Vineyards.

Section 8.2 Community Wide Standards

A. The Association may develop and promulgate Community Wide Standards for the application of property maintenance provisions set forth in the Declaration. The Community Wide Standards may include (a) procedures, (b) aspects and objectives of property maintenance regulations, and (c) general principles and broad standards used as criteria in determining the achievement of the required objectives.

B. In addition to such Community Wide Standards for achieving the required objectives in particular maintenance problems frequently encountered in the Vineyards, the Community Wide Standards may specify practices that are generally acceptable and unacceptable. The Community Wide Standards and any such specific practices are intended to assist the Association, Owners and Residents in the ongoing process of appropriate maintenance of the Units and Common Areas.

Section 8.3 Corrective Maintenance of a Unit

In the event an Owner of any Unit shall fail in his obligation to maintain the premises and the Improvements situated thereon in compliance with the Community Wide Standards, including any requirements and guidelines set by the Neighborhood Association, either the Association or the Neighborhood Association after approval by its Board, shall have the right, through its agents and employees, to enter upon said Unit and to repair, maintain and restore the Unit and the exterior

of the building and any Improvement erected thereon. The cost of such work, if performed by the Association, shall be a Special Assessment.

Section 8.4 Corrective Maintenance of Neighborhood Common Areas

In the event that any Neighborhood Association shall fail in its obligation to maintain any Neighborhood Common Area and/or the Improvements situated thereon in compliance with the requirements set out in the Association Documents, the Association, after approval by its Board, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain and restore the Neighborhood Common Area or Improvements thereto. The cost of such shall be added to and become part of the Neighborhood Assessment.

Section 8.5 Entry Rights

Each Owner and each Neighborhood Association shall permit the Association's officers, governors, agents and employees to enter upon the Owner's or Neighborhood premises at reasonable times, to perform routine, preventative or corrective maintenance in accordance with this Article. Such entry shall include the right to use the Owner's or Neighborhood Association's water, from an outside spigot in reasonable amounts, without compensation to the Owner or Neighborhood Association if used for maintenance on the Owner's Unit, the Association's or a Neighborhood Association's Common Area or the Association's or a Neighborhood Association's easement immediately contiguous with said premises. This provision shall not be construed as authorizing the entry into any building located in the Vineyards unless such entry is reasonably necessary to perform corrective maintenance pursuant to this Article.

ARTICLE IX NEIGHBORHOOD ASSOCIATIONS

Section 9.1 Cooperation with Neighborhood Associations

The Board shall have the power to assist the Neighborhood Associations in the performance of their duties and obligations under the Neighborhood Documents and cooperate with the Neighborhood Associations so that the Neighborhood Associations and the Association can more efficiently and economically provide their respective services to the Owners. It is contemplated that from time to time either the Neighborhood Associations or the Association may use the services of the other in the furtherance of its goals and obligations and they may contract with each other to better provide for such cooperation.

Section 9.2 Certain Rights of Association Regarding Neighborhood Associations

A. Enforcement. If any Neighborhood Association fails to comply with the Association Documents, the Association shall have the right and power, but neither the duty nor the obligation, to enforce the provisions of the Association Documents, or to perform the Neighborhood Associations' duties and responsibilities, or to seek judicial relief or remedy to require compliance with same, and to obtain payment of the cost of such performance or enforcement.

B. Special Assessments. The Association shall have the right, in addition to any other Assessment rights of the Association, to specially assess the Owners within a Neighborhood and a Neighborhood Association for expenses incurred by the Association in accordance with this Declaration.

ARTICLE X MANAGEMENT SERVICES TO NEIGHBORHOOD ASSOCIATIONS

Section 10.1 Scope

The Association may, but is not required to, perform management services for any Neighborhood Association which requests such services. Such services may include, but are not limited to:

- A. Consultations on policy determinations;
- B. Resident information booklets, newsletters, leadership development, rules, enforcement, recreation programs and other Association related activities;
- C. Complaint handling, emergency management, recordkeeping and other general administrative activities;
- D. Assessment collection, expense disbursement and other financial operations;
- E. Insurance, bond, and other risk management activities;
- F. Design, review and construction inspection of alterations to the Improvements;
- G. Maintenance of Neighborhood Common Area and the exterior of Units; and
- H. Safety Activities.

ARTICLE XI COUNTRY CLUB

Section 11.1 Country Club

The Country Club Property is private property owned and operated by the Country Club or its assigns and administered according to membership policies and rules and regulations adopted by the Country Club from time to time. Entry onto the Country Club Property without the express consent of the Country Club is a trespass. This includes playing golf and other activity. The facilities on the Country Club Property may include, without limitation, golf courses, clubhouses, tennis courts, swimming pools, etc. which are separate from the Common Areas. The Country Club has the exclusive right to determine from time to time, in its sole discretion, and without notice to or approval by the Association or Owners, how and by whom these facilities shall be used, if at all. By way of example, but not limitation, the Country Club has the right to approve

users and determine eligibility for use, to reserve use rights, to terminate any or all use rights, to change, eliminate or cease operation of any or all of the facilities, to transfer any or all of the Country Club Property or the operation thereof to anyone (including without limitation a member-owned or equity club) and on any terms, to limit the availability of use privileges, and to require the payment of membership fees, dues, use charges and other charges for use privileges. **Ownership of a Unit or any other portion of the Vineyards or membership in the Association or any Neighborhood Association does not give any vested right or easement, prescriptive or otherwise, to use the Country Club Property, and does not grant any ownership or membership interest therein.**

This Section 11.1 does not apply to any agreements that the Country Club may enter into with its members containing restrictions on the use and maintenance of the Country Club.

Section 11.2 Rights of Access

The Country Club shall at all times have a right and non-exclusive easement of access and use over all private roadways located within the Vineyards reasonably necessary to maintain, repair and replace any Country Club Property.

Section 11.3 Jurisdiction and Cooperation

The Master Development Plan envisions that the Association and the Country Club cooperate to the maximum extent possible in the operation of the Vineyards and the Country Club Property. Each shall reasonably assist the other in upholding the Community Wide Standards as set forth from time to time. The Association shall have no power to promulgate Rules and Regulations affecting activities on or use of the Country Club Property without the prior written consent of the Country Club.

Section 11.4 Easement for Golf Balls

Every Unit is burdened with an easement permitting golf balls hit from the Country Club Property to unintentionally come upon the Unit and for golfers at reasonable times and in a reasonable manner to come upon the exterior portions of the Unit to retrieve errant golf balls; provided, however, if the Unit is fenced or walled, the golfer shall seek the Owner's or Resident's permission before entry. All Owners, by acceptance and delivery of a deed to a Unit, assume all risks associated with errant golf balls, and all Owners agree and covenant not to make any claim or institute any action whatsoever against the Association, the golf course designer or Country Club arising or resulting from any errant golf balls, any damages that may be caused thereby, or for negligent design of the golf course or the location of any Unit. Nothing in this paragraph shall in any way relieve golfers from liability for damages resulting from errant golf balls or from a golfer's entry onto a Unit to retrieve golf balls.

Section 11.5 Assumption of Risk and Indemnification

Each Owner by purchase of a Unit in the vicinity of the Country Club Property hereby expressly assumes the risk of noise, personal injury or property damage caused by maintenance and operation of the Country Club Property, including, without limitation: (a) noise from maintenance equipment and that such maintenance typically takes place around sunrise or sunset,

(b) noise caused by golfers, (c) use of pesticides, herbicides and fertilizers, (d) view restrictions caused by maturation of trees and shrubbery, (e) reduction in privacy caused by constant golf traffic on the golf course or the removal or pruning of shrubbery or trees on the Country Club Property, (f) errant golf balls, and (g) design of the Country Club Property. Each Owner agrees that neither the Association nor the Country Club, its affiliates or agents nor any entity managing the Country Club Property shall be liable to Owner or any other person claiming any loss or damage, including, without limitation, indirect, special or consequential loss or damage arising from personal injury, destruction of property, trespass, loss of enjoyment or any other alleged wrong or entitlement to remedy based upon, due to, arising from or otherwise related to the proximity of Owner's Unit to the Country Club Property, including, without limitation, any claim arising in whole or in part from the negligence of the Association, the Country Club or any other entity managing the Country Club Property. The Owner hereby agrees to indemnify and hold harmless the Association, the Country Club and any other entity managing the Country Club Property against any and all claims by Owner's visitors, Tenants and others upon such Owner's Unit.

This Section 11.5 does not apply to any claim for damage or injury that an Owner may have against an individual(s) based on conduct while using the golf courses.

Section 11.6 Cypress Preserve Area

Property designated as Cypress Preserve Area under the Master Development Plan is within the boundaries of the Country Club Property. Such Cypress Preserve Area is hereby declared Area of Common Responsibility, and shall be the perpetual maintenance responsibility of the Association and may in no way be altered from its natural state. Activities prohibited within the Cypress Preserve Area include, but are not limited to, construction or placing of buildings on or above the ground; dumping or placing of soil or other substances such as trash; removal or destruction of trees, shrubs or other vegetation; excavation, dredging or removal of soil material; diking or fencing; and any other activities detrimental to drainage, flood control, water conservation, erosion control or fish and wildlife habitat conservation or preservation.

ARTICLE XII SURFACE WATER MANAGEMENT SYSTEM

Section 12.1 Surface Water Management System

A. It is the responsibility of the Association to operate and maintain the Surface Water Management System, including but not limited to aquatic weed control, in a manner consistent with the original design thereof, and in accordance with the requirements of all applicable governmental authorities. A blanket easement is hereby created in favor of the Association over the Units and Neighborhood Common Areas for purposes of ingress, egress, maintenance and operation of the Surface Water Management System. The Association may contract with the Country Club to provide required maintenance.

B. No Owner shall in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water in any portion of the Surface Water Management

System without the written permission of the Association, the Country Club and the South Florida Water Management District.

C. No Owner or Neighborhood Association shall deny or prevent ingress and egress by the Association, the South Florida Water Management District or governmental agencies to the Surface Water Management System for maintenance or landscape purposes. The right of ingress and egress, and easements therefor are hereby specifically reserved in favor of the Association, the South Florida Water Management District or any appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress.

D. No Unit or Neighborhood Common Area shall be increased in size by filling in any water retention or drainage areas on which it abuts. Owners and Neighborhood Associations shall not fill, dike, rip-rap, block, divert or change the established water retention and drainage areas that have been created pursuant to the Master Development Plan without the prior written consent of the Association. Nothing in this Section 12.1 shall prevent an Owner or Neighborhood Association from repairing eroded shorelines to restore them to their original slope and shape. It is the responsibility of the owner of the shoreline to maintain and repair the shoreline in conformity with governmental requirements.

E. Portions of the Surface Water Management System are located adjacent to or within the boundaries of the Country Club Property. Such areas of the Surface Water Management System are hereby burdened with an easement for reasonable use in connection with golf play, including without limitation play over such bodies of water, retrieval of golf balls by persons utilizing the Country Club Property and the Country Club for retrieval of golf balls which are not retrieved by persons utilizing the Country Club Property, and drainage of the Country Club Property into the Surface Water Management System. No person other than the Country Club shall have the right to retrieve any golf balls which are not retrieved by golfers during play. The Country Club may, in its sole discretion, contract with the Association to maintain areas of the Surface Water Management System which are utilized in connection with golf play or operation of the Country Club Property. Lakes located adjacent to or within the boundaries of the Country Club Property are aesthetic amenities only and may not be used for recreational fishing, boating or swimming.

Section 12.2 South Florida Water Management District

Documentation regarding the South Florida Water Management District Permit was attached previously as an Exhibit to the Thirteenth Amendment to the Amended and Restated Declaration of Master Covenants, Conditions and Restrictions for The Vineyards of Naples, which is recorded in the Collier County Public Records at OR 4408, Page 2060, et seq.

ARTICLE XIII IRRIGATION SYSTEM

Section 13.1 General

As long as Vineyards Utility, Inc. is providing irrigation service to the Common Areas, Areas of Common Responsibility, the Country Club and Units, no other irrigation service of any type shall be installed, constructed or operated in the Vineyards. Vineyards Utility, Inc. may, in its

sole and absolute discretion, determine to terminate its obligation to provide irrigation water to all or any portion of the Vineyards.

Section 13.2 Maintenance and Operation of Irrigation System

A blanket easement is granted to Vineyards Utility, Inc. over all property for the purpose of ingress and egress and designing, studying, mapping, engineering, constructing, maintaining, operating and servicing the irrigation system. Subject to applicable governmental restrictions and approvals, Vineyards Utility, Inc. shall have the irrevocable right, without compensation to the Association to draw irrigation water from any surface water lakes or wells within the Vineyards. Private irrigation wells are prohibited by the planned unit development law.

EACH OWNER ACKNOWLEDGES THAT HE IS REQUIRED TO USE WATER PROVIDED BY VINEYARDS UTILITY, INC. AND THE IRRIGATION SYSTEM TO IRRIGATE HIS UNIT. EACH OWNER IS REQUIRED TO PAY VINEYARDS UTILITY, INC. FOR HOOK-UP CHARGES AND USE FEES FOR THE IRRIGATION SYSTEM. NEITHER THE ASSOCIATION, THE COUNTRY CLUB NOR VINEYARDS UTILITY, INC. SHALL HAVE ANY LIABILITY FOR INJURY OR DAMAGE CAUSED BY THE OWNERS' USE OF WATER PROVIDED BY THE IRRIGATION SYSTEM.

ARTICLE XIV CABLE TELEVISION

Section 14.1 CATV Agreement

The Association may, but shall not be required to, enter into a bulk rate internet, phone and/or television agreement ("CATV Agreement") for all or a portion of the Vineyards. If the Association does enter into a CATV Agreement, each Neighborhood Association, on behalf of which the Association has chosen to act, will be bound and obligated to the terms of that agreement.

All Units subject to the CATV Agreement for which a Certificate of Occupancy has been issued shall be charged for basic cable service as a Special Assessment, regardless of whether the Owner desires cable television service. It is anticipated that if a CATV Agreement is entered into by the Association, tier channels, remotes, pay channels and other services offered by the cable provider will be provided on an individual subscriber basis.

It is the intent that through the bargaining power of the Association as a whole, the various Neighborhood Associations will receive better rates than would otherwise be available; however, there is no requirement that this, in fact, occurs.

Section 14.2 Easements

The Association shall have the right to grant easements on any portion of the Vineyards to the cable provider for installation and maintenance of the cable television system, including without limitation head-ends, wiring, switches and amplifiers. The cable provider shall also have the right to use easement areas dedicated for utilities.

ARTICLE XV GENERAL PROVISIONS

Section 15.1 Public Facilities

A. No Owner shall install any potable or irrigation well or draw irrigation water from any lake or drainage area.

B. The Country Club Property may be exempted from the requirements of this Section as approved and permitted by the required governmental agencies.

Section 15.2 Declaration and General Protective Covenants Run with the Land

The covenants, reservations, restrictions and other provisions of this Declaration shall run with and bind each Unit and shall inure to the benefit of the Association and any Owner subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of thirty (30) years from the date this Amended Declaration is recorded.

Section 15.3 Amendment

The Association may amend this Declaration without action by Members at any time and from time to time if such amendment is (a) necessary to bring any provision hereof into compliance with any applicable governmental statutes, rule, requirement or regulation, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on Units; (c) reasonably required by a lender to enable such lender to make purchase mortgage loans on Units; or (d) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on Units; or (e) necessary to correct any stenographic, scrivener's or surveyor's error or any error of a like nature; provided, however, any such amendment shall not adversely affect the title to any Unit unless the Owner thereof shall consent thereto in writing. Any other proposed amendment shall require the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Neighborhood Representatives representing at least sixty-seven percent (67%) of the total votes in the Association. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment to be effective must be recorded in the Public Records.

No amendment which affects the Surface Water Management System or maintenance thereof shall be effective without the prior written consent of the South Florida Water Management District.

If the Neighborhood Representatives consent to any amendment to this Declaration, it will be conclusively presumed that each Owner consented and no contrary provision in any mortgage or contract between the Owner and a third party will affect the validity of such amendment.

Section 15.4 Other Documents; Conflicts

The Association, any Neighborhood Association, or other entity provided for herein or in any applicable recorded instrument shall have such rights, powers, duties and privileges as set forth

herein or in the articles of incorporation, bylaws and other constituent documents of such entity; however, no such entity may have rights, duties, powers or privileges that are in conflict with the provisions of this Declaration which shall prevail in all events of conflict.

Section 15.5 Severability

If any covenant, condition, restriction or other provision of this Declaration is held to be invalid in whole or in part by any Court of competent jurisdiction, then such holding shall in no way affect the validity of the remaining provisions of this Declaration, all of which shall remain in full force and effect.

Section 15.6 Dissolution

In the event the Association is dissolved, each Unit shall continue to be subject to Assessments with regard to the maintenance, operation and preservation of property which was Common Areas at the time of such dissolution and, thereafter, continues to be so used for the common use, enjoyment and benefit of the Owners. Each Owner shall continue to be personally obligated to the successor or assigns of the Association, as the case may be, for such Assessments

Section 15.7 Number; Gender

Whenever in this Declaration the context so requires the singular number shall include the plural, and the converse; and the use of any gender shall be deemed to include all genders.

Section 15.8 Notices

A. To the Association. Notice to the Association as may be required herein shall be in writing and delivered or mailed to the Association at its principal place of business as shown by the records of the Secretary of State of Florida, or at any other location designated by the Association.

B. To Owners. Notice to any Owner of a violation of any of these restrictions or any other notice as may be required herein shall be in writing and shall be delivered or mailed to the address of the Owner, as shown on the Association records.

Section 15.9 Construction

The provisions of this Declaration shall be liberally interpreted and construed to provide maximum flexibility consistent with the Master Development Plan and the purposes set forth herein, including the Preamble.

Section 15.10 Waiver

Failure of the Association to enforce, cite or otherwise allow any violation of any of these covenants, conditions or restrictions shall not operate to waive said covenant, condition or restriction in such an instance or in any subsequent incidents.

Section 15.11 Litigation

Before commencing litigation against any party in the name of the Association involving amounts in controversy in excess of \$100,000, the Association must obtain the approval of the Neighborhood Representatives representing at least a majority of the total voting interests of the Association at a meeting of the Neighborhood Representatives at which a quorum has been attained. Enforcement actions for damages, or for injunctive relief, or both, on account of any alleged violation of law or the Association Documents may be brought, but shall not be required to be brought, by the Association.

Section 15.12 Individual Insurance

By taking title to a Unit, each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry blanket all-risk property insurance on the Unit(s) and structures constructed thereon, unless the Neighborhood Association in which the Unit is located carries such insurance (which it is not obligated to do hereunder). Each Owner of a Unit further covenants and agrees that in the event of a partial loss or damage resulting in less than total destruction of the structures on his Unit, the Owner shall remove all debris within sixty (60) days and complete repair or reconstruction of the damaged structure within one (1) year in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Articles VII and VIII of this Declaration. The one (1) year period shall be extended if the Owner has made a claim to the insurance carrier and the insurance carrier has not paid the claim in sufficient time for the Owner to repair or reconstruct the Unit. The time period shall be extended until one (1) year from the date the Owner and the insurance carrier have settled the claim. The Owner shall pay any costs of repair or reconstruction which are not covered by insurance proceeds. In the event that the structure is totally destroyed, the Owner may decide not to rebuild or not to reconstruct, in which case the Owner shall clear the Unit of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction and thereafter shall maintain the Unit in a neat and attractive condition consistent with the Community Wide Standards.

Neighborhood Associations may have more stringent requirements regarding the standards for rebuilding or reconstructing Improvements within the Neighborhood and the standard for returning the Units to their natural state in the event the structures are not rebuilt or reconstructed. The authority contained within this Section 15.12 of the Declaration is also subject to any applicable authority which may be contained within Florida Statutes, including the Act.

Section 15.13 Roof Overhangs

As specifically permitted by Collier County Code, in zero lot line communities, roof eaves may overhang the zero lot line.

Section 15.14 Enforcement Rights of the Association/Damages and Attorney's Fees

Damages shall conclusively be deemed not to be adequate relief for any breach or violation of the Association Documents. Any person or entity entitled to enforce any provision thereof shall

be entitled to relief by way of injunction, as well as any other available relief either at law or in equity. The prevailing party in a proceeding to enforce any provision of the Association Documents, or to enjoin violation or breach of any provision hereof, or recover damages on account of such breach, against any person shall be entitled to recover reasonable attorney's fees and court costs (including those resulting from appellate proceedings).



Exhibit "A" to Second Amended and Restated Declaration of Master
Covenants, Conditions and Restrictions
(Map of The Vineyards)

**DECLARANT'S CONSENT TO PROPOSED AMENDED AND RESTATED
GOVERNING DOCUMENTS OF THE VINEYARDS COMMUNITY
ASSOCIATION, INC.**

THIS CONSENT is given and made this 31st day of MAY, 2022.

WHEREAS, the "Declarant" is defined by the Declaration of Master Covenants, Conditions and Restrictions for the Vineyards, as originally recorded in the Official Record Book 1284, Page 1847 *et seq.* of the Public Records of Collier County, Florida, and all amendments thereto (the "Declaration") as THE VINEYARDS DEVELOPMENT CORPORATION, a Florida corporation, whose principal address is 75 Vineyard Boulevard #300, Naples, Florida 34119, MICHAEL J. PROCACCI and JOSEPH G. PROCACCI, jointly and severally, together with their successors and assigns of any or all of their respective rights under this Declaration.

WHEREAS, The Vineyards Community Association, Inc. (the "Association") is the corporate entity responsible for the governance and administration of the Vineyards Community, subject to the above-referenced Declaration and other Governing Documents, which include the Bylaws (as amended) and Articles of Incorporation (as amended).

WHEREAS, the undersigned are the Declarant of The Vineyards Development Corporation and the successors to Michael J. Procacci, Deceased, and Joseph G. Procacci, Deceased.

WHEREAS, certain provisions within the Governing Documents, including Sections 3.8, 5.7, 9.2 and 17.5 of the Declaration; and Article XV and Article XI of the Articles of Incorporation for The Vineyards Community Association, Inc., as originally filed with the Florida Division of Corporations on September 3, 1987, reference and/or require the Association to obtain consent of the Declarant prior to adopting amendments to these specific Sections of the Declaration and Articles of the Articles of Incorporation, if so required.

WHEREAS, the undersigned hereby consent to the proposed amendments to the Governing Documents recently adopted by the Members of the Association, including Sections 3.8, 5.7, 9.2 and 17.5 of the Declaration; and Article XV and Article XI of the Articles of Incorporation as contained in the proposed Second Amended and Restated Declaration of Covenants, the proposed Second Amended and Restated Bylaws, and the proposed Amended and Restated Articles of Incorporation (collectively, the "Proposed Amended and Restated Governing Documents") to which this Consent is attached on behalf of the Declarant.

WHEREAS, it is understood that the Members of the Association must first approve the Proposed Amended and Restated Governing Documents before it and this Consent can be recorded in the Public Records of Collier County, Florida. As such, there may be a period of time between when the date on which this Consent is executed and thereafter recorded but said period of time shall not affect the validity of this Consent.

WEHREAS, this Consent shall be binding on any successor or assign to the Declarant's rights of the undersigned, such that this Consent shall survive an assignment of rights or conveyance of the property even if not recorded in the Public Records of Collier County, Florida (the "Public Records") at the time of the assignment or conveyance. In recognition of the binding nature of this consent, no additional consent shall be required before the Proposed Amended and Restated Governing Documents are recorded in the Public Records. The undersigned represents that he/she has full authority to execute this Consent. The undersigned agrees to provide a copy of this Consent to any such successor or assign prior to the recording of this Consent in the Public Records.

NOW THEREFORE, for good and valuable consideration, the receipt of which is acknowledged, Declarant hereby confirms that they have been provided a copy of the Proposed Amended and Restated Governing Documents and further consents to the amendments to the Proposed Amended and Restated Governing Documents, as referenced herein.

IN WITNESS WHEREOF, the Declarant has set Declarant's hand and seal on this 31st day of May, 2022.

WITNESSES:

Clair Spellman
Signature

CLAIRE SPELLMAN
Print Name

THE VINEYARDS DEVELOPMENT CORPORATION

By Michael Procacci, Jr.
Signature

Michael Procacci, Jr., as President

[Signature]
Signature

CARLOS RIVERO
Witness

By Michael Procacci, Jr.
Signature

Michael Procacci, Jr., on behalf of Michael J. Procacci

STATE OF Florida

COUNTY OF Collier

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization this 31st day of May, 2022, by Michael Procacci, Jr. as President of The Vineyards Development Corporation, a Florida Corporation, on behalf of the corporation, and individually in his capacity as successor to Michael J. Procacci. He ☒ is personally known to me or ☐ has produced (type of identification) as identification.



Denal Waltchack
Notary Public

Printed Name: Denal L Waltchack

My commission expires: _____

[Additional signatures on Next Page]

WITNESSES:

Kathleen LaSalle
Signature
Kathleen LaSalle
Joseph M. Procacci
Print Name

By: Joseph M. Procacci
Signature
Joseph Procacci, on behalf of Joseph G. Procacci

Clare Spellman
Signature
CLARE SPELLMAN
Print Name

STATE OF Pennsylvania
COUNTY OF Philadelphia

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization this 10th day of August 2022, by Joseph Procacci in his capacity as successor to Joseph G. Procacci. He ☒ is personally known to me or ☐ has produced (type of identification) _____ as identification.

Commonwealth of Pennsylvania - Notary Seal
KORLEEN M. DIAZ, Notary Public
Philadelphia County
My Commission Expires July 16, 2023
Commission Number 1256621

Korleen M. Diaz
Notary Public
Printed Name: Korleen M. Diaz

My commission expires: 7/16/2023

**NOTE: SUBSTANTIAL AMENDMENT TO ENTIRE ARTICLES OF
INCORPORATION. FOR PRESENT TEXT SEE EXISTING ARTICLES OF
INCORPORATION.**

AMENDED AND RESTATED ARTICLES OF INCORPORATION

FOR

THE VINEYARDS COMMUNITY ASSOCIATION

(A Corporation Not for Profit)

These are the Amended and Restated Articles of Incorporation of The Vineyards Community Association, Inc., originally filed with the Florida Department of State on the 3rd day of September, 1987. Amendments included have been added pursuant to Chapter 617, Florida Statutes (2021).

For historical reference, the street address of the initial principal office and mailing address was 801 Laurel Oak Drive, Suite 300, Naples, FL 33941. The street address of the initial registered office was 801 Laurel Oak Drive, Suite 300, Naples, FL 33941 and the name of the initial registered agent was George L. Varnadoe. The address of the current registered office is c/o PMP of SW FL, Inc., 75 Vineyards Blvd., Third Floor, Naples, FL 34119. The Board of Governors may, from time to time, change the designation of the principal office, the mailing address of the Association, the registered office and the registered agent, in the manner provided by law.

**ARTICLE I
CORPORATION NAME**

The name of the corporation is: THE VINEYARDS COMMUNITY ASSOCIATION, INC., hereinafter referred to as the "Association." For convenience, the Second Amended and Restated Declaration of Master Covenants, Conditions and Restrictions as the "Declaration," these Articles of Incorporation as the "Articles," and the Bylaws of the Association as the "Bylaws." The terms used in these Articles shall have the same definitions and meaning as those set forth in the Declaration, as recorded in the Public Records of Collier County, Florida, and as subsequently amended, and as provided in the Homeowners Association Act (Chapter 720, Florida Statutes), unless herein provided to the contrary, or unless the context otherwise requires.

**ARTICLE II
PURPOSES**

The purposes of the Association are:

1. To provide for maintenance, preservation, control and operation of property within the Planned Unit Development of The Vineyards, located in Collier County, Florida, and such other property as may be added thereto;

2. To enhance the civic, social and recreational interests of its Members;
3. To otherwise promote the health, safety, and welfare of its Members and their property within The Vineyards; and
4. To serve as a “Homeowners’ Association” as described in Section 720.301, Florida Statutes.

ARTICLE III POWERS

1. General Powers. The Association shall have all the powers of a corporation not for profit which are not prohibited by law or in conflict with the provisions of these Articles or the Declaration for The Vineyards.

2. Enumeration. The Association shall have all the powers and duties set forth in Chapters 617 and 720, Florida Statutes (2021), as amended from time to time, except as they may be limited by the Declaration, these Articles and the Bylaws, each as may be amended from time to time, including the following:

A. To make and collect Assessments and to use the proceeds thereof in the exercise of its powers and duties.

B. To buy, own, operate, lease, sell and trade both real and personal property as may be necessary or convenient in the administration of the Association.

C. To maintain, repair, replace, reconstruct, add to, and operate the Common Areas and other property acquired or leased by the Association for use by the Members.

D. To purchase insurance upon the Association’s property and insurance for the protection of the Association, and its officers, Governors, and other persons or entities deemed appropriate by the Association.

E. To make and amend Rules and Regulations concerning the transfer, use, appearance, maintenance, and occupancy of the Units and the Common Areas, and to enact rules, policies, and resolutions pertaining to the operation of the Association, subject to any limitations contained in the Declaration.

F. To enforce by legal means the provisions of the Declaration, these Articles, the Bylaws, and the Rules and Regulations.

G. To contract for the management of the Association and any of its facilities used by the Owners, and to delegate to the party with whom such contract has been entered into all of the powers and duties of the Association except those which require specific approval of the Board of Governors or the membership of the Association.

H. To employ personnel to perform the services required for proper operation of the Association.

I. To make contracts and incur liabilities, borrow money at such rates of interest as the Board may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage and pledge of all or any of its property, franchises, Assessments, Special Assessments, income or rights.

3. Association Property. All funds and the titles of all properties acquired by the Association and their proceeds shall be held for the benefit and use of the Members in accordance with the provisions of the Declaration, these Articles and the Bylaws.

4. Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration and the Bylaws.

ARTICLE IV PROHIBITION AGAINST ISSUANCE OF STOCK AND DISTRIBUTION OF INCOME

The Association shall never have nor issue any shares of stock, nor shall the Association distribute any part of its income, if any, to its Members, Governors or officers. All monies and title to all properties acquired by the Association and the proceeds thereof shall be held only for the benefit of the Members in accordance with the provisions of these Articles and the Bylaws. Nothing herein, however, shall be construed to prohibit the Association from conferring benefits upon its Members or from making any payments or distributions to Members of monies or properties permitted by Section 617.011, Florida Statutes, or a statute of similar import. The Association may, however, reimburse its Governors, officers and Members for expenses authorized and approved by the Board of Governors and incurred for and on behalf of the Association and may pay compensation in a reasonable amount to its Governors, officers and Members for actual services rendered to the Association as authorized and approved by the Board of Governors.

ARTICLE V MEMBERSHIP

A Member of the Association shall be each Person or entity who is a record Owner of a Unit and which is subject to assessment by the Association. Membership shall be appurtenant to and may not be separated from ownership of a Unit which is subject to assessment by the Association.

ARTICLE VI VOTING RIGHTS

The Association shall have two classes of voting membership:

- 1. Class A.** The Class A Members shall be all Members as provided in Article V.
- 2. Class B.** The Class B Member shall be owner of the Country Club.

ARTICLE VII BOARD OF GOVERNORS

1. Number and Qualification. The property, business and affairs of the Association shall be managed by a Board consisting of the number of Governors determined by the Bylaws, but which shall consist of not less than three (3) Governors.

2. Duties and Powers. All of the duties and powers of the Association existing under the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board of Governors, or as may be delegated to its officers, agents, contractors or employees, subject only to approval by Members when such approval is specifically required.

3. Election; Removal. Governors of the Association shall be elected at the annual meeting of the Members in the manner determined by the Bylaws. Governors may be removed and vacancies on the Board of Governors shall be filled in the manner provided by the Bylaws.

ARTICLE VIII OFFICERS

The affairs of the Association shall be administered by the officers designated in the Bylaws. The officers shall be elected by the Board of Governors of the Association at its first meeting following the annual meeting of the Members of the Association and shall serve at the pleasure of the Board of Governors. The Bylaws may provide for the removal from office of officers, for filling vacancies, and for the duties of the officers.

ARTICLE IX INDEMNIFICATION OF GOVERNORS AND OFFICERS

1. Indemnity. The Association shall indemnify any officer, Governor, committee member, employee or agent ("Indemnified 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, by reason of such position against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, unless (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the Indemnified Person that he did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. 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 failed to act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. It is the intent of the Members of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to Indemnified Person as permitted by Florida law. In the event of a settlement, the right

to indemnification shall not apply unless the Board of Governors approves such settlement as being in the best interest of the Association.

2. Defense. To the extent that an Indemnified Person has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Article IX, Section 1 above, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

3. Advances. Reasonable expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the Indemnified Person to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized by this Article IX. However, if the Board, by majority vote, determines that the Indemnified Person seeking advancement did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, the Association shall not be obligated to pay for any expenses incurred prior to the final disposition of the subject action.

4. Miscellaneous. The indemnification provided by this Article IX shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of Members, or otherwise, and shall continue as to a person who has ceased to be an Indemnified Person and shall inure to the benefit of the heirs and personal representatives of such person.

5. Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was an Indemnified Person against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such.

ARTICLE X BYLAWS

The Bylaws may be altered, amended or rescinded only in the manner provided for in the Bylaws.

ARTICLE XI DISSOLUTION

The Association shall be dissolved if not less than seventy-five percent (75%) of the members of the Board of Governors adopt a resolution to that effect, and such resolution is approved by a vote of not less than seventy-five percent (75%) of the Members of the Association, and a decree is issued in accordance with Section 617.05, Florida Statutes.

ARTICLE XII DISPOSITION OF ASSETS UPON DISSOLUTION

Upon dissolution of the Association all of its assets remaining after provision for

creditors and payment of all costs and expenses of such dissolution, shall be distributed in the following manner:

Among the Members subject to the limitations set forth herein, as tenants in common, each Member's share of the assets to be determined as may be provided in the Bylaws, or in the absence of such provision, in accordance with his voting rights. No disposition of the Association property shall be effective to divest or diminish any right or title of any Member vested in him under a deed or other recorded instrument applicable to a Unit owned by such Member unless made in accordance with provisions of such deed or instrument.

ARTICLE XIII AMENDMENT

These Articles of Incorporation may be amended from time to time by resolution adopted by a majority of the Board of Governors or as provided in the Bylaws, subject to the following restrictions:

1. A proposed amendment shall require the affirmative vote (in person or by proxy) or written consent, or by combination thereof, of Neighborhood Representatives representing at least sixty-seven percent (67%) of the total votes in the Association.

2. No amendment of these Articles shall be effective which impairs or dilutes any right or title of a Member vested in him under a deed or other recorded instrument applicable to a Unit owned by such Member unless made in accordance with provisions of such deed or instrument.

ARTICLE XIV TERMS OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE XV GENDER

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

**NOTE: SUBSTANTIAL AMENDMENT OF ENTIRE BYLAWS. FOR
PRESENT TEXT SEE EXISTING BYLAWS.**

**SECOND AMENDED AND RESTATED
BYLAWS
OF
THE VINEYARDS COMMUNITY ASSOCIATION, INC.**

1. GENERAL. These are the Second Amended and Restated Bylaws of The Vineyards Community Association, Inc., hereinafter the "Association," a corporation not for profit organized under the laws of Florida as a community association for the purpose of operating a residential community. All prior Bylaws are hereby revoked and superseded in their entirety.

1.1 Principal Office. The principal office of the Association shall be at such location within Collier County, Florida as may be determined from time to time by the Board of Governors.

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

1.3 Definitions. The definitions set forth in the Second Amended and Restated Declaration of Master Covenants, Conditions and Restrictions for The Vineyards, as amended from time to time, shall apply to terms used in these Bylaws, unless the context clearly requires another meaning.

2. MEMBERS. The Members of the Association are the Owners of (i) the residential Units within The Vineyards and (ii) the Country Club. In the case of a Unit subject to an agreement for sale, the purchaser in possession shall be deemed the Owner solely for purposes of determining use rights. If a Unit is subject to a life estate, the life tenant is deemed the Owner, and joint life tenants are deemed joint Owners for the purposes of this provision. Membership becomes effective upon the occurrence of the last to occur of the following events.

(A) Approval of the transfer of ownership by the Board of Governors as provided for in the Second Amended and Restated Declaration or in the Neighborhood Documents.

(B) Recording in the public records of a deed or other instrument evidencing legal title to the Unit in the Member.

(C) Delivery to the Association, if required, of a written designation of Primary Occupant.

2.1 Voting Rights; Voting Interests. The Members of the Association are entitled to the voting rights and the procedure to cast votes set forth in the Second Amended and Restated Declaration, Article IV. All Members' votes shall be cast solely by the applicable Neighborhood Representative, unless otherwise required by law.

3. MEMBERS' MEETINGS; VOTING. Membership meetings and the votes cast by the Members shall be governed by this Article 3.

3.1 Annual Meeting. There shall be an annual meeting of the Members in each calendar year. The annual meeting shall be held in Collier County, Florida, each year at a date, time and place designated by the Board of Governors, for the purpose of electing Governors when required, and transacting any other business duly authorized to be transacted by the Members. During the annual meeting, ballots cast in the election of Governors shall be counted and results announced. Failure to hold an annual meeting does not cause a forfeiture or give cause for dissolution of the corporation, nor does such failure affect otherwise valid corporate acts, except as provided in Section 617.1430, Florida Statutes, as amended from time to time.

3.2 Special Membership Meetings. Special Membership Meetings must be held whenever called by the President or by a majority of the Board of Governors, and must also be called, if requested, by Neighborhood Representatives holding the votes of at least twenty five percent (25%) of the voting interests. Such requests shall be in writing, shall state the purpose or purposes of the meeting, and shall be signed by all Neighborhood Representatives making the request. The business at any Special Meeting shall be limited to the items specified in such request.

3.3 Notice of Meetings. Notices of all meetings of the Members must state the time, date, and place of the meeting. The notice must be mailed to each Member at the address which appears on the books of the Association, or may be furnished by personal delivery or by electronic transmission. Each Member bears the responsibility for notifying the Association of any change of address. The notice must be mailed, delivered or electronically transmitted at least fourteen (14) days before the meeting. If ownership of a Unit has been transferred or the Association is not notified of such transfer after notice has been mailed, no separate notice to the new Owner is required. Notice of any meeting may be waived in writing by any Member entitled to receive such notice. Attendance at any meeting by a Member constitutes waiver of notice by that Member, unless the Member objects to the lack of notice at the beginning of the meeting. Notice of Member meetings, except Member meetings called to recall the Board Members may be given by electronic transmission to Members who consent to receive notice by electronic transmission.

3.4 Quorum. A quorum at Members' meetings shall be attained by the presence of Neighborhood Representatives holding at least thirty percent (30%) of the votes of the entire membership.

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

3.6 Proxy Voting. Proxy voting at a Members' meeting is permitted, in compliance with the Act.

3.7 Adjourned Meetings. Any duly called meeting of the Members may be adjourned to be reconvened at a later time by the approval of Neighborhood Representatives present at the meeting who are holding at least a majority of the votes of the membership represented at the meeting,

regardless of whether a quorum has been attained. When a meeting is so adjourned it shall not be necessary to give further notice of the time and place of its continuance if such are announced at the meeting being adjourned. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted when the meeting is reconvened, but only if a quorum is then present.

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

- (A) Call to order by the President;
- (B) At the discretion of the President, appointment by the President of a chairman of the meeting (who need not be a Member or a Governor);
- (C) Proof of Notice;
- (D) Call of the roll or determination of quorum.
- (E) Reading or disposal of minutes of last Members' meeting
- (F) Reports of Officers
- (G) Reports of Committees
- (H) Election of Governors (annual meeting only)
- (I) Unfinished Business
- (J) New Business
- (K) Adjournment

3.9 Minutes. Minutes of all meetings of Members and of the Board of Governors shall be kept in a businesslike manner and available for inspection by Members, as provided by law.

3.10 Parliamentary Rules. Robert's Rules of Order (latest edition) shall be used as a general, non-binding guide in the conduct of Members' meetings, Board meetings, and committee meetings to ensure fairness, impartiality, and respect for minority views without unduly burdening majority rights. Meetings shall also be conducted in accordance with these Bylaws and the procedures established by the Board from time to time, including the form of voting documents to be used. The ruling of the Chair of the meetings, unless he/she or the Board designates a third Person as Parliamentarian, shall be binding on all matters of procedure, unless contrary to law. The failure or alleged failure to adhere to Robert's Rules of Order shall not be used as a basis to legally challenge any action of the Association.

3.11 Action by Members Without Meeting. Anything to the contrary herein notwithstanding, to the extent lawful and in full compliance with the Act and any applicable requirements contained in the Not for Profit Corporate Act (Chapter 617, Florida Statutes), any action required to be taken,

or allowed to be taken, at any Annual or Special Membership Meeting, may be taken without a meeting, without prior notice, and without a vote, if a consent in writing setting forth the action so taken shall be signed by Neighborhood Representatives representing the requisite number of Members to approve the action.

4. BOARD OF GOVERNORS. The administration of the affairs of the Association shall be by a Board of Governors. All powers and duties granted to the Association by law, as modified and explained in the Declaration, Articles, and these Bylaws, shall be exercised by the Board, subject to approval or consent of the Members only when such is specifically required by the Association Documents and/or by Florida law.

4.1 Number and Terms of Office. The number of Governors which shall constitute the whole Board of Governors shall be five (5). In order to provide for continuity of experience, the Association has established a system of staggered terms, all Governors shall be elected for three (3) year terms with three (3) Governors being elected in one year and two (2) Governors being elected in another year. A Governor's term ends at the annual election at which his successor is duly elected. Governors shall be elected as described in Section 4.3 below, or in the case of a vacancy between annual elections, as provided in Section 4.4 below.

4.2 Qualifications. Each Governor must be an Owner or the Primary Occupant, or the spouse of an Owner or Primary Occupant.

4.3 Elections. In each annual meeting at which elections are required, the Members shall elect by written ballot as many Governors as there are regular terms of Governors expiring, unless the balloting is dispensed with as provided for by law.

(A) **First Notice; Candidates.** Not less than sixty (60) days before the election, the Association shall mail or deliver, or electronically transmit to each Member, a first notice of the date of the election. Any Owner or other eligible Person desiring to be a candidate may qualify as such by giving written notice to the Association, in care of its management company, not less than forty (40) days before the annual election.

(B) **Second Notice; Candidate Information Sheets.** If there are more candidates than there are Governors to be elected, balloting is required, and at least fourteen (14) days before the election, the Association shall mail or deliver a second notice of election to all Neighborhood Representatives to distribute to their Members entitled to vote in the contested election, together with a ballot which shall list all qualified candidates in alphabetical order, by surname. This notice may also include the notice of the annual meeting required by Section 3.3 above. Upon timely request of a candidate, and if supplied to the Association at least thirty-five (35) days before the election, the Association shall include a "candidate information sheet" (no larger than 8½ inches by 11 inches, furnished by the candidate) with the mailing of the ballot, with the costs of mailing and copying to be borne by the Association.

- (C) **Balloting.** Where balloting is required, Governors shall be elected by a plurality of the votes cast, provided that at least twenty percent (20%) of the eligible voters cast ballots. Proxies may be used in the election, in compliance with any applicable regulation contained in the Act. In the election of Governors, each Neighborhood shall have the number of votes set forth in Section 2.28 of the Declaration, but no Neighborhood Representative may cast more than one (1) vote for any candidate, it being intended that voting for Governors shall be non-cumulative. Tie votes may be broken by agreement among the candidates who are tied, or if there is no agreement, by lot, by flipping a coin, or by any other method required or permitted by law. The Neighborhood Representative shall cast the ballot for its respective Neighborhood Association. The determination as to how that vote shall be cast will be determined by the requirements of the particular Neighborhood Association. Since the vote is non-cumulative, Neighborhood Representatives may not vote for any one candidate more than one times the number of Units within that Neighborhood.

4.4 Resignation; Vacancies on the Board; Removal. Any Governor may resign at any time by giving written notice to the Association, and unless otherwise specified therein, the resignation shall become effective upon receipt. Resignations need not be accepted by the Board and cannot be rescinded after being given, even if not effective until a later date. A Governor who is more than ninety (90) days delinquent in the payment of any financial obligation to the Association, a Governor who is convicted of a felony in any state, or a Governor charged by information or indictment with a felony theft or embezzlement offense involving the Association's funds or property shall become ineligible for Board service on the date of such disqualification, delinquency, conviction, charge or indictment and his seat shall be deemed vacated as of that date.

If the office of any Governor becomes vacant for any reason, a successor to fill the remaining unexpired term shall be appointed or elected as follows:

- (A) Any vacancy occurring on the Board of Governors may be filled by the affirmative vote of the majority of the remaining Governors, even though the remaining Governors constitute less than a quorum, or by the sole remaining Governor. In the alternative, the Board of Governors may (but is not required to) hold an election to fill the vacancy, in which case the election procedures must conform to Section 4.3 above. A Governor elected or appointed to fill a vacancy shall be elected or appointed for the unexpired term of his predecessor in office. If a vacancy is not so filled or if no Governor remains, the replacement may be elected on the petition of any Member or by appointment of the Circuit Court of Collier County.
- (B) If a vacancy occurs on the Board as a result of an increase in the number of Governors or a recall in which less than a majority of the Board members are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining Governors, though less than a quorum, but only for a term of office continuing until the next annual election of Governors by the Members,

at which time the Members shall elect a successor to fill the remaining unexpired term, if any.

- (C) If vacancies occur on the Board as a result of a recall, and a majority or more of the Governors are removed, the vacancies shall be filled in accordance with procedural rules then adopted by the Division of Florida Condominiums, Time Shares and Mobile Homes, which provide procedures governing the conduct of the recall election as well as the operation of the Association during the period after a recall, but prior to the recall election.

4.5 Recall of Governors. Any or all Governors may be recalled, with or without cause, by the Members representing a majority vote of the entire membership, either by a written petition or at a Special Membership Meeting called for that purpose. If a Special Membership Meeting is held or a petition is filed for the removal of more than one (1) Governor, the question shall be determined separately as to each Governor sought to be recalled. If a Special Membership Meeting is called by ten percent (10%) of the voting interests for the purpose of recall, the notice of the meeting must be accompanied by a dated copy of the signature list, stating the purpose of the signatures. The meeting must be held not less than fourteen (14) days nor more than sixty (60) days after the date of notice of the meeting. Member votes concerning a recall cast at a meeting shall be cast by the applicable Neighborhood Representative.

4.6 Organizational Meeting. The organizational meeting of a new Board of Governors shall be held within ten (10) days after the election of new Governors, at such place and time as may be fixed and announced by the Governors at the meeting in conjunction with which they were elected.

4.7 Other Meetings. Meetings of the Board may be held at such time and place in Collier County, Florida, as shall be determined from time to time by the President or a majority of the Governors, or by petition of twenty percent (20%) of the total voting interests of the Association. Notice of meetings shall be given to each Governor, personally or by mail, telephone, telegram or electronic transmission at least forty-eight (48) hours before the meeting and as otherwise required by law.

4.8 Notice to Members. Meetings of the Board of Governors shall be open to Members except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege, or meetings of the Board held for the purpose of discussing personnel matters. Notices of all Board meetings open to the Members, together with an agenda, shall be posted conspicuously in the community at least forty-eight (48) hours in advance of each Board meeting, except in an emergency. Notice of any Board meeting where assessments are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of assessments and the notice shall be provided to the Members by mail, delivery or electronic transmission or broadcast on closed-circuit cable television and conspicuously posted in the Vineyards at least fourteen (14) days prior to the meeting. Notice of any Board meeting where rules that regulate the use of Units in the community may be considered, adopted, amended or revoked must be provided by mail, delivery or electronic transmission or broadcast on closed-circuit cable television to all Members and conspicuously posted in the Vineyards at least fourteen (14) days before the meeting. The notice must include a statement that changes to the rules

regarding the use of Units will be considered at the meeting. Members have the right to speak, for at least three (3) minutes, on any matter that is placed on the Board meeting agenda or is considered by the Board at a meeting. The Board may adopt reasonable, written rules governing the rights of Members to speak and governing the frequency, duration, and other manner of Member statements, which rule must be consistent with the minimum requirements of the Homeowners' Association Act . Any Member may record meetings of the Board and meetings of the Members, but may not post such recordings on any website or other media which can readily be viewed by Persons who are not Members of the Association. The Board may adopt reasonable rules governing the recording of meetings of the Board and the membership.

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

4.10 Quorum of Governors. A quorum at a Board meeting exists only when at least a majority of all Governors are present in person at a duly called meeting. Governors may participate in any meeting of the Board, or meeting of an executive or other committee, by conference telephone call or similar communicative arrangement whereby all persons participating can hear and speak to all other persons. Participation in a meeting by such means is equivalent to presence in person.

4.11 Vote Required. The acts approved by a majority of those Governors present at a meeting at which a quorum has been attained shall constitute the acts of the Board of Governors, except when approval by a greater number of Governors is required by the Association Documents or by applicable statutes. A Governor who is present at a meeting of the Board shall be deemed to have voted in favor of any action taken, unless he voted against such action or abstained from voting because of an asserted conflict of interest, and the vote by each Governor present on each matter voted upon shall be recorded in the minutes of each meeting. Governors may not vote by proxy or secret ballot at Board meetings, except that secret ballots may be used in the election or removal of officers.

4.12 Adjourned Meetings. The majority of those Governors at any meeting of the Board of Governors, regardless of whether a quorum has been attained, may adjourn the meeting to be reconvened at a specified later time. When the meeting is reconvened, provided a quorum is present, any business that might have been transacted at the meeting originally called may be transacted.

4.13 The Presiding Officer. The President of the Association, or in his absence, the Vice-President, shall be the presiding officer at all meetings of the Board of Governors. If neither is present, the presiding officer shall be selected by majority vote of those Governors present.

4.14 Compensation of Governors and Reimbursement of Expenses. No compensation shall be paid to any Board member for services as a Governor. This provision does not preclude the Board of Governors from employing Board members as employees of the Association, as permitted by Florida law. Board members may be reimbursed for actual and reasonable expenses, properly documented, included by the Board member in furtherance of their duties.

4.15 Committees. The Board of Governors may appoint from time to time such standing or temporary committees, as the Board may deem necessary or convenient for the efficient and effective operation of the Association. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee. All meetings of appointed committee or similar body empowered to make a final decision regarding the expenditure of Association funds and any committee vested with the power to approve or disapprove architectural decisions with respect to a Unit must be noticed and conducted with the same formalities as are required for Board meetings in Section 720.303(2), Florida Statutes, as amended. To the greatest extent permitted by law, meetings of all other committees are exempt from this requirement.

4.16 Emergency Powers. In the event of any "emergency" as defined in Paragraph 4.16(G) below, the Board of Governors may exercise the emergency powers described in this Section, and any other emergency powers authorized by Section 720.316, Florida Statutes, as amended from time to time.

- (A) Conduct board or membership meetings after notice of the meetings and board decisions is provided in as practicable a manner as possible, including via publication, radio, United States mail, the Internet, public service announcements, conspicuous posting on the Association property, or any other means the Board deems appropriate under the circumstances.
- (B) Cancel and reschedule an Association meeting.
- (C) Designate assistant officers who are not Governors. If the executive officer is incapacitated or unavailable, the assistant officer has the same authority during the state of emergency as the executive officer he or she assists.
- (D) Relocate the Association's principal office or designate an alternative principal office.
- (E) Enter into agreements with counties and municipalities to assist counties and municipalities with debris removal.
- (F) Implement a disaster plan before or immediately following the event for which a state of emergency is declared, which may include, but is not limited to, turning on or shutting off elevators; electricity; water, sewer, or security systems; or air conditioners for Association buildings.
- (G) Based upon the advice of emergency management officials or upon the advice of licensed professionals retained by the Board, determine any portion of the Association property unavailable for entry or occupancy by Owners or their family Members, Tenants, Guests, agents, or Invitees to protect their health, safety, or welfare.
- (H) Based upon the advice of emergency management officials or upon the advice of licensed professionals retained by the Board, determine whether the Association property can be safely inhabited or occupied. However, such

determination is not conclusive as to any determination of habitability pursuant to the Second Amended and Restated Declaration.

- (I) Mitigate further damage, including taking action to contract for the removal of debris and to prevent or mitigate the spread of fungus, including mold or mildew, by removing and disposing of wet drywall, insulation, carpet, cabinetry, or other fixtures on or within The Vineyards.
- (J) Notwithstanding a provision to the contrary, and regardless of whether such authority does not specifically appear in the Second Amended and Restated Declaration or other Association Documents, levy Special Assessments without a vote of the Owners.
- (K) Without Owners' approval, borrow money and pledge Association assets as collateral to fund emergency repairs and carry out the duties of the Association if operating funds are insufficient. This paragraph does not limit the general authority of the Association to borrow money, subject to such restrictions contained in the Second Amended and Restated Declaration or other Association Documents.
- (L) Enact and implement restrictions, protocols and procedures the Board may deem appropriate, including, but not limited to, requiring the use of gloves, masks and other protective equipment, quarantines, etc. The Board may enact or continue requirements regarding use of masks and other personal protective equipment, social distancing, limits on facility use or facility closure, even where a previously declared state of emergency has expired, where the Board finds such requirements to be in the best interests of the Association and the Residents of the Vineyards. To enact any other rules and regulations that the Board determines to be in the best interests of the health, safety and welfare of Association, the Owners, and Residents, with as much notice as practical.
- (M) An "emergency" exists for purposes of this Section during the time when a quorum of the Board cannot readily be assembled because of the occurrence or imminent occurrence of a catastrophic event, pandemic such as a hurricane, earthquake, act of war, civil unrest or terrorism, or other similar event. An "emergency" also exists during the period of time that civil authorities have declared that a state of emergency exists in, or have ordered the evacuation of, the area in which the Vineyards is located, or have declared that area a "disaster area." A determination by any two (2) Governors, or by the President, that an emergency exists shall have presumptive validity.

5. OFFICERS. The officers of the Association, and their election, shall be governed by this Article 5.

5.1 Officers and Elections. The officers of the Association shall be a President, a Vice-President, a Treasurer and a Secretary, all of whom must be Governors and shall be elected annually by the Board of Governors. Any officer may be removed with or without cause by vote of a majority of all Governors at any meeting. Any Person except the President may hold two (2) or more offices. The Board may, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association.

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

5.3 Vice President. The Vice President shall, in the absence or disability of the President, perform the duties and exercise the powers of the President and shall perform such other duties as the Board of Governors shall assign.

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

5.5 Treasurer. The Treasurer shall be responsible for Association funds and securities, the keeping of full and accurate accounts of receipts and disbursements in books belonging to the Association, and the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Governors. The Treasurer shall oversee the disbursement of Association funds, keeping proper documentation for such disbursements, and shall render to the President and Governors, at meetings of the Board, or whenever they may require it, a full accounting of all transactions and of the financial condition of the Association. Any of the foregoing duties may be performed by an Assistant Treasurer, if one (1) has been designated.

5.6 Compensation of officers. No compensation shall be paid to any officer for services as an officer of the Association. This provision does not preclude the Board of Governors from employing officers as employees of the Association. Officers may be reimbursed for actual and reasonable expenses, properly documented, incurred by the officers in furtherance of their duties.

6. FISCAL MATTERS. The provisions for fiscal management of the Association set forth in the Second Amended and Restated Declaration shall be supplemented by the following provisions:

6.1 Depository. The Association shall maintain its funds in such federally insured accounts at such financial institutions in the State of Florida as shall be designated from time to time by the Board. Withdrawal of money from such accounts shall be only by such Persons as are authorized by the Board. The Board may invest Association funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securities, and other similar investment vehicles.

6.2 Accounts of the Association. The Association shall maintain its accounting books and records according to generally accepted accounting principles. There shall be an account for each Neighborhood and for any Unit not located in a Neighborhood Association. Such account shall designate the name and mailing address of each Neighborhood and the referenced Unit Owner, the amount and due date of each assessment or charge against the Neighborhood and the referenced Unit, the amounts paid, date of payment and the balance due.

6.3 Budget. Prior to the commencement of each fiscal year, the Treasurer shall prepare and the Board of Governors shall adopt a budget of Association estimated revenues and expenses for each coming fiscal year. Once adopted, the Association shall provide to each Member a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the Member. The proposed budget shall be detailed and shall show the amounts budgeted by accounts and revenue and expense classifications. The operating portion of the budget may include contingency amounts for unanticipated and unbudgeted expenses. Except as permitted by law, the estimated surplus or deficit as of the end of the current year shall be shown and all fees or charges for recreational amenities shall be set out separately.

6.4 Reserves. The Board may establish as part of the budget one or more restricted reserve accounts for capital expenditures and deferred maintenance. The purpose of reserves is to provide financial stability and to avoid the need for Special Assessments. Except as permitted by law, the amounts so reserved shall be shown in the annual budget and used only for the purposes stated.

6.5 Fidelity Bonds. The President, Secretary and Treasurer, and all other Persons who are authorized to sign checks or have access to Association funds, shall be bonded in such amounts as may be required by law or otherwise determined by the Board of Governors. The premiums on such bonds are Common Expenses.

6.6 Financial Reports. Not later than ninety (90) days after the close of each fiscal year, the Board shall prepare and distribute to the Members a financial report prepared in accordance with Chapter 720, Florida Statutes, or provide notice that a copy of the financial report is available upon request.

6.7 Audits. A certified audit of the accounts of the Association, if required by law, by vote of a majority of the Members, or by a majority of the Board of Governors, shall be performed by a certified public accountant, and a copy of the audit report shall be available to all Owners.

6.8 Application of Payments and Co-Mingling of Funds. All money collected by the Association may be co-mingled in a single fund or divided into two or more funds, as determined

by the Board of Governors. All payments on account by a Unit Owner shall be applied as to interest, delinquencies, costs and attorney's fees, other charges, and regular or Special Assessments, in such manner and amounts as the Board may determine.

6.9 Fiscal Year. The fiscal year for the Association shall begin on the first day of January of each calendar year. The Board of Governors may adopt a different fiscal year in accordance with law and the regulations of the Internal Revenue Service.

7. COMPLIANCE AND DEFAULT; REMEDIES. In addition to the remedies provided in the Second Amended and Restated Declaration the following shall apply:

7.1 Fines; Suspensions. The Board of Governors may levy fines and/or suspensions against Members, or a Member's Tenants, Guests or Invitees, or all of the foregoing, both who commit violations of the Act, the provisions of the Association Documents, or the rules and regulations, or who condone such violations by their family members, Guests or lessees. Fines shall be in amounts deemed necessary by the Board to deter future violations, but in no event shall any fine exceed the maximum amount allowed by law. A fine may not exceed One Hundred Dollars (\$100.00) per violation. A fine may be levied for each day of a continuing violation, with a single notice and opportunity for hearing, except that the fine may not exceed Five Thousand Dollars (\$5,000.00) in the aggregate. Fines of One Thousand Dollars (\$1,000.00) or more may become a lien against the Unit. No fine shall be imposed by the Board without at least fourteen (14) days' notice to the Person sought to be fined or suspended and an opportunity for a hearing before a Committee of at least three Members appointed by the Board who are not Officers, Governors, or employees of the Association, or the spouse, parent, child, brother, or sister of an Officer, Governor, or employee. If the Committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. The role of the Committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board. If the Board imposes a fine or suspension, the Association must provide written notice of such fine or suspension by mail or hand delivery to the Owner and, if applicable, to any Tenant, Guest, family Member or Licensee. The Board may establish additional rules or procedures as it deems appropriate to govern the fining and suspension process and ensure compliance with the Homeowners Association Act (Chapter 720, Florida Statutes). If, at any time, the Homeowners Association Act is amended to require a different procedure prior to the imposition of a fine or suspension, the Association shall operate as required by the Homeowners Association Act. Suspensions of the use of Common Areas and facilities may be imposed for a reasonable period of time to deter future violations. The procedure for imposing fines and/or suspensions shall include the following procedural requirements:

- (A) **Notice.** The party against whom the fine and/or suspension is sought to be levied or imposed shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days, and the notice shall include:
 - (1) A statement of the date, time and place of the hearing;
 - (2) A specific designation of the provisions of the Act, the Association Documents or the rules which are alleged to have been violated;

- (3) A short and plain statement of the specific facts giving rise to the alleged violation(s); and
- (4) The possible amounts of any proposed fine and/or possible use rights of Common Areas or facilities to be suspended.
- (B) **Hearing:** At the hearing, the party against whom the fine and/or suspension may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and to review, challenge, and respond to any evidence or testimony presented by the Association.
- (C) **Notification:** If the proposed fine or suspension is approved by the Committee, the fine payment is due five (5) days after the date of the Committee meeting at which the fine is approved.

7.2 Correction of Health and Safety Hazards. Any violation of Association Documents which creates conditions which are deemed by the Board of Governors to be a hazard to the public health or safety may be dealt with immediately as an emergency matter by the Association, and the cost thereof shall be charged to the Owner.

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

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

8.1 Proposal. Amendments to these Bylaws may be proposed by a majority of the Board, or by written petition to the Board, signed by the Neighborhood Representatives representing at least twenty-five percent (25%) of the voting interests.

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

8.3 Vote Required. Except as otherwise provided by law, or by specific provision of the Association Documents, a proposed amendment to these Bylaws shall require the affirmative vote (in person or by proxy) or written consent, or by combination thereof, of Neighborhood Representatives representing at least sixty-seven percent (67%) of the total votes in the Association, provided that notice of the proposed amendment has been given to the Members in accordance with law.

8.4 Recording; Effective Date. A copy of each adopted amendment shall be attached to a certificate reciting the facts of its adoption, which certificate shall be executed by officers of the Association with the formalities of a deed.

9. MISCELLANEOUS.

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

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

9.3 Conflict. If any irreconcilable conflict between these Bylaws and the Second Amended and Restated Declaration or Articles of Incorporation should exist or arise, the provisions of the Second Amended and Restated Declaration or Articles of Incorporation shall prevail over the provisions of these Bylaws.