

**EIGHTEENTH AMENDMENT TO THE AMENDED AND RESTATED
DECLARATION OF MASTER COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE VINEYARDS OF NAPLES**

WHEREAS, THE VINEYARDS DEVELOPMENT CORPORATION, a Florida corporation, Joseph G. Procacci and Michael J. Procacci are collectively the Declarant under that certain Amended and Restated Declaration of Master Covenants, Conditions and Restrictions for The Vineyards of Naples, recorded in O.R. Book 1763, Page 1228, *et seq.*, of the Public Records of Collier county, Florida, as amended (the "Declaration"), which is a restatement and amendment of the original declaration recorded in O.R. Book 1284, Page 1938, *et seq.*, of the Public Records of Collier County, Florida; and,

WHEREAS, pursuant to Article XVII, Section 17.05 of the Declaration, Declarant may unilaterally amend the Declaration while Declarant is a Class "B" Member;

WHEREAS, on the date hereof, Declarant is a Class "B" Member; and

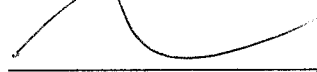
WHEREAS, Declarant desires to amend the Declaration as stated below.

NOW, THEREFORE, in accordance with the provisions of said Article XVII of the Declaration, Declarant does hereby amend the Declaration and the Bylaws of the corporation as shown on the attached "Exhibit A".

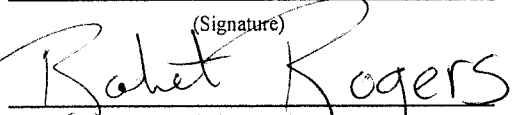
IN WITNESS WHEREOF, the Declarant has caused this EIGHTEENTH AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF MASTER COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE VINEYARDS OF NAPLES to be executed by its duly authorized officers and its seal to be affixed this 30th day of December, 2015.

Signed, sealed and delivered in our presence:

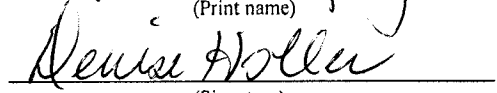
WITNESSES:



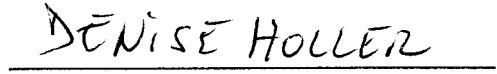
(Signature)




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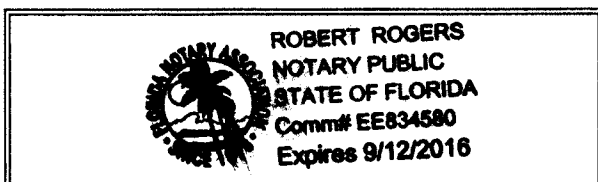


(Print name)

By: 


Michael Procacci

STATE OF FLORIDA
COUNTY OF COLLIER



Print, Type, or Stamp Commissioned Name of Notary Public (Affix Notarial Seal)

The foregoing instrument was acknowledged before me this 30th day of December, 2015 by Michael Procacci, who is personally known to me ~~or has produced~~ _____ as identification.



Signature of Notary Public

[Signature]

(Signature)

Robert Rogers

(Print name)

Denise Holler

(Signature)

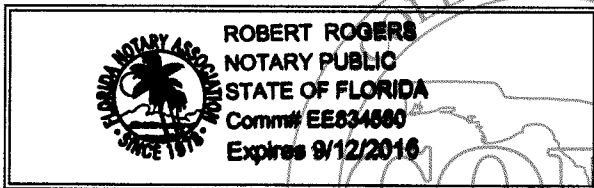
DENISE HOLLER

(Print name)

By: Joseph Procacci
Joseph Procacci

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 30 day of December, 2015 by Joseph Procacci, who is personally known to me or has produced _____ as identification.



Print, Type, or Stamp Commissioned Name of Notary Public (Affix Notarial Seal)

[Signature]
Signature of Notary Public

VINEYARDS DEVELOPMENT CORPORATION,
a Florida corporation

[Signature]

(Signature)

By: Michel Saadeh
Michel Saadeh, President and CEO

Robert Rogers

(Print name)

Denise Holler

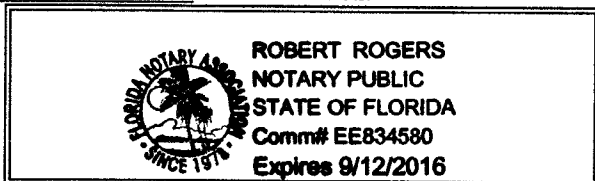
(Signature)

DENISE HOLLER

(Print name)

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 30th day of December, 2015 by Michel Saadeh, as President and CEO of VINEYARDS DEVELOPMENT CORPORATION, a Florida corporation, who is personally known to me or has produced _____ as identification.



Print, Type, or Stamp Commissioned Name of Notary Public (Affix Notarial Seal)

[Signature]
Signature of Notary Public

“EXHIBIT A”

**AMENDMENTS TO THE
AMENDED AND RESTATED DECLARATION OF MASTER COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
THE VINEYARDS OF NAPLES**

The Amended and Restated Declaration of Master Covenants, Conditions and Restrictions for The Vineyards of Naples (“Declaration”) shall be amended as shown below:

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

1. Section 2.08 of the Declaration shall be amended as shown below:

Section 2.08 "Common Areas" shall mean and refer to those areas of land shown on any plat of the Property which are dedicated to the Association, or any other property which is dedicated, conveyed, leased or licensed to the Association, and which are intended to be devoted to the common use and enjoyment of all or a portion of the Members of the Association. Common Area may be dedicated by Supplemental Declaration. ~~The term “Common Area” shall also include any personal property acquired by the Association if said property is designated as “Common Area” in the bill of sale or instrument transferring same or subsequently declared by the Association or the Declarant to be Common Area.~~ Any land or personal property leased by the Association shall lose its character as Common Area upon the expiration of such lease. No portion of the Country Club Property shall be included in or shall be deemed to be Common Area.

2. Section 2.28 of the Declaration shall be amended as shown below:

Section 2.28 "~~Architectural Review Modifications Committees~~" or "ARMC" shall refer to the committee established by the Board of Governors and described in Article 9.02 hereof.

3. Section 2.37 of the Declaration shall be deleted in its entirety as shown below:

THIS SECTION INTENTIONALLY LEFT BLANK. ~~Section 2.37 “New Construction Committee” or “NCC” shall refer to that committee as established by the Declarant and described in Article 9.02 hereof.~~

4. Article IV, Section 4.07 B. of the Declaration shall be amended as shown below:

B. Any damage or destruction to the Common Area, or the Neighborhood Common Area, or the common property of the Neighborhood Association shall be repaired or reconstructed unless (a) if Common Area, the Neighborhood Representatives representing at least seventy-five percent (75%) of the votes attributable to Units, or (b) if Neighborhood Common Area or the common property of any Neighborhood Association, the owners of Units representing at least seventy-five percent (75%) of the total votes of Units within the Neighborhood(s) whose

Neighborhood Common Area or Neighborhood Association common property is damaged, shall decide within one hundred-twenty sixty (120 60) days after the loss not to repair or reconstruct. The foregoing may be made more stringent by the applicable Neighborhood Documents. If for any reason either the amount of the insurance proceeds to be paid as result 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 sixty (120 60) additional days. No holder of any lien relative to the Property or any Unit therein shall have the right to participate in the determination of whether the damage or destruction to Common Area or Neighborhood Common Area shall be repaired or constructed.

5. Article V, Section 5.03 of the Declaration shall be amended as shown below:

Section 5.03 Voting Rights

There shall be one (1) vote attributable to each Unit owned by a Class A Member, three (3) votes attributable to each Unit attributable to the Class B Members, prior to transition of control of the Association from the Class B Members, and a total of eight (8) votes attributable to the Class C Member. Following the transition of control from the Class B Members, there shall be one (1) vote attributable to each Unit owned or attributable to the Class B Member.

6. Article V, Section 5.04 C. of the Declaration shall be amended as shown below:

C. Voting Groups. Prior to termination of the Class B Membership, the Declarant will segregate the Neighborhoods into Voting Groups for purposes of electing the Board of Governors. Designation of the Neighborhoods as to which Voting Group its Neighborhood Representatives will be assigned shall be made by the Declarant by designation thereof in a Supplemental Declaration. The Declarant shall have the right to redesignate Voting Groups so long as the Declarant has the right to annex additional property as described in Article III.

The Neighborhood Representative from each Neighborhood shall cast their collective votes to elect governors to the Board of Governors in accordance with the By-Laws. Once Voting Groups are established, each voting Group is entitled to elect at least one (1) governor to the Board of Governors of the Association upon termination of the Class B Membership. All Neighborhood Representatives from each Voting Group will cast their collective votes to elect one (1) governor from each respective Voting Group. After the termination of the Class B Membership, the Declarant shall have the right to elect at least one (1) member of the Board of Governors of the Association as long as the Declarant holds for sale in the ordinary course of business at least five percent (5%) of the parcels in all phases of the Community. ~~for any property within the Vineyards that has not been sold to Owners (other than Merchant Builders) to appoint one (1) at large governor to the Board of Governors as if that property were part of one (1) Voting Group, until such time that the property is conveyed to a Person, other than a Merchant Builder, at which time the property shall be assigned by Declarant to a particular Voting Group.~~

7. **Article V, Section 5.05 of the Declaration shall be amended as shown below:**

Section 5.05 Multiple Owners of a Unit

A Unit may be owned by two (2) or more natural persons, or in a trust, or by a corporation, partnership or other entity which is not a natural person, if approved in the manner provided by the Neighborhood Declaration. 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 several individuals or families. The approval of co-Owners, a trustee, corporation, partnership or other entity as a Unit Owner shall be conditioned upon designation by the Owner of one (1) natural person to be the "primary occupant." The use of the Unit by other persons shall be as if the primary occupant were the only actual Owner. Any change in the primary occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of the Declaration. No more than one (1) such change will be approved in any twelve (12) month period. In any situation where more than one individual holds an interest in a Unit, the vote for the Unit shall be exercised by the Primary Occupant. The voting rights of a Unit owned by a corporation, partnership, trust or other entity shall be exercised by the Primary Occupant as if the Primary Occupant were the only actual Owner. ~~When more than one (1) Person holds an interest in any Unit, all such Persons shall be Members. The vote of such Unit shall be exercised as they together determine.~~

8. **Article VIII, Section 8.01 E. of the Declaration shall be amended as shown below:**

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 this 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.

9. **Article VIII, Section 8.05 of the Declaration shall be amended as shown below:**

Section 8.05 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. It shall be the duty of the Board at least fifteen (15) days before the budget workshop as described in the By-Laws to prepare a budget covering the estimated costs of operating the Association during the coming year and mail the same to all Neighborhood Representatives. The budget may include a capital contribution establishing a reserve fund, in accordance with a reserve budget separately prepared, and shall separately list general and specific expenses, if any. The Board shall cause a copy of the Common Expense budget, and the notice of the Common Assessment amount, to be delivered to each owner at least thirty (30) days prior to the beginning of each fiscal year. Prior to termination of the Class B Membership, the budget and Annual Assessments shall be determined by the Board of Governors in their sole and absolute discretion. After termination of the Class B Membership, the budget and Annual Assessments shall be approved by the Board of Governors ~~and shall become effective unless~~

disapproved at the budget workshop by a vote of the Neighborhood Representatives representing at least a majority of the total Association membership. 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, the Board shall conduct a special meeting of the Neighborhood Representatives to consider a substitute budget if 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 voting interests. 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 Association membership. 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 Property, anticipated expenses of the Association which the Board does not expect to be incurred on a regular or annual basis, or assessments for betterments to the Property.

10. Article VIII, Section 8.13 A. of the Declaration shall be amended as shown below:

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 Homeowners Association Act, and may also bring an action to recover a money judgment for the unpaid assessments without waiving any lien rights. The lien herein created is specifically declared to be subordinate and inferior to the lien and operation of any Institutional Lender holding a First Mortgage encumbering the Unit in question, which mortgage is recorded prior to the date of recordation of the lien.

11. Article VIII, Section 8.13 B. of the Declaration shall be amended as shown below:

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, the liability of a first mortgagee or its successor or assignees who acquire title to a Unit by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due prior to the mortgagee's acquisition of title is limited to the lesser of:

1. The unit's unpaid common expenses and regular periodic or 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 other Units in the Property then subject to the Assessments. 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.

12. Article VIII, Section 8.14 of the Declaration shall be amended as shown below:

Section 8.14 Collection by Neighborhood Association

If required by the Association all Owners of Units shall pay any Assessments levied by the Association to the Neighborhood Association. Each Neighborhood Association shall have the duty to collect Association Assessments on Units within the Neighborhood, and to timely remit the Assessments so collected ~~same~~ to the Association and notify the Association of Units for which Assessments are delinquent and the name and address of the Owners thereof. 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. Provided, however, the Association may, in its sole discretion, elect to collect Association Assessments and other charges directly from any Owner personally. If a Neighborhood Association does not timely remit Assessments collected from the Owners by the Neighborhood Association that are payments due the Association in accordance with this Section, the Association may suspend the voting rights of the Neighborhood Representative until payment is made.

13. Article VIII, Section 8.15 of the Declaration shall be amended as shown below:

Section 8.15 Statement of Status of Assessments

Upon ~~fifteen~~ ten (15 ~~to~~) days' written notice to the Treasurer of the Association or the manager and payment of a processing fee set by the Association from time to time, ~~not to exceed fifty dollars (\$50)~~, such fee not to exceed the maximum amount allowed by law. Any Owner or Mortgagee of a Unit may request confirmation from the Association setting forth:

A. The amount of any unpaid Assessments (whether Annual, Neighborhood, Special or Individual), interest, late charges, costs, expenses and attorneys' fees then existing against 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.

The information contained in such statement, when signed by an officer of the Association, shall be conclusive upon the Association as to any person other than the parcel owner who relies upon such certificate, in good faith shall be protected thereby. ~~the person or persons to whom such statement is issued and who rely on it in good faith.~~

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.

14. Article IX, Section 9.02 B. of the Declaration shall be amended as shown below:

B. 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 New Construction Committee (hereinafter the "ARC") ~~or the Modifications Committee.~~ The Board of Governors shall have the authority and standing on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the committees established in accordance with this Article. This Article may not be amended without the Declarant's written consent in its sole and absolute discretion so long as the Declarant owns any property for sale within the Vineyards, in the normal course of the Declarant's business.

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 plants, trees or shrubs shall take place except in strict compliance with this Article, until the requirements below have been fully met, and until the approval of the appropriate committee has been obtained. The Board of Governors may establish reasonable fees to be charged by the committees on behalf of the Association for review of an application for approval hereunder, which fees, if established, shall be paid in full prior to review of any application hereunder. Notwithstanding the foregoing, the Declarant, in its discretion, may establish preliminary procedures for architectural review whereby an Owner or an Owner's agent may meet with the ARC ~~New Construction Committee or the Modification Committee~~ for the purpose of exhibiting to such body 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 architectural standards of the appropriate committee. Such discussions shall not be binding on the ARC ~~either committee.~~

All structures constructed on any portion of the Property shall be designed by and built in accordance with the plans and specifications submitted to and approved by the ARC ~~NCC or MC~~

1. Architectural Review New Construction Committee. The Architectural Review New Construction Committee or ARC NCC shall have exclusive jurisdiction over all original construction on any portion of the Property. The ARC ~~Until all of the property within the Vineyards has been developed and conveyed to purchasers (other than Merchant Builders) in the normal course of development and sale, the Declarant retains the right to appoint all members of the NCC, which shall consist of at least three (3) but no more than five (5) persons, none of whom shall be required to be Residents or Members and who shall serve terms subject to the sole discretion of the Board of Governors Declarant.~~ The ARC NCC shall not derive its authority from the authority granted to it by this Declaration and the Board of Directors from the Association, and is acting solely as an agent of Declarant. There shall be no surrender of this right except in a written instrument in recordable form executed by Declarant. The Board of Governors shall appoint members to the ARC. All ARC members shall serve at the sole discretion of the Board of Governors and unless otherwise removed by the Board of Governors shall serve a term of one (1) year. Until all of the remaining property within the Vineyards has been developed and conveyed to purchasers other than the Declarant and Merchant Builders, the Declarant shall not be required to obtain the approval of the ARC, but will be required to provide a copy of all documentation requested by the ARC to the ARC for its review. The Declarant shall work with the ARC in order to see that any new construction is consistent with the Design and Review Standards promulgated by the ARC.

The ARC NCC shall prepare and shall promulgate Design Standards and Guidelines and application and review procedures. Copies shall be available from the ARC New Construction Committee for review by Owners. Merchant Builders and developers who seek to engage in development and construction upon all or any portion of the Property and such parties shall conduct their operations in accordance therewith. Said standards may include, without limitation, construction site maintenance standards and regulations governing construction and conduct on the Property. The guidelines and procedures shall be those currently established and recorded of the Declarant, and the ARC NCC shall have sole and full authority to prepare and to amend them. In the event that the ARC NCC 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 Declarant may, but shall not be required to give the Association~~ The Board of Governors shall have full and final authority to promulgate, amend and enforce the Design Guidelines and Standards.

2. Modifications Committee. ~~The Board of Governors may establish the Modifications Committee. The MC, shall consist of at least three (3), but no more than five (5) persons who shall be Owners. All MC members shall serve terms of one (1) year from the date of appointment. The Board of Governors shall appoint members to Modifications Committees.~~

In addition to exclusive jurisdiction over all original construction on any portion of the Property, the ARC ~~The MC~~ shall have jurisdiction over proposed alterations to existing Improvements. The ARC Modifications Committee may delegate its authority to any appropriate board or committee of any neighborhood Association so long as the ARC Modifications Committee has determined that such board or committee has in force review and enforcement practices, procedures and appropriate written guidelines and procedures at least equal to those of the ARC

~~Modifications Committee~~. Such delegation may be revoked and jurisdiction reassumed at any time by written notice from the ARC.

The ARC Modifications Committees shall promulgate Design Standards and Guidelines governing its area of responsibility and practice, subject to the approval of the Board of Governors and consistent with those of the NCC. ~~In any event of any conflict, the ruling of the NCC shall be controlling.~~ 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. In the event that the applicable ARC MC fails to approve or to disapprove such plans or to request additional information required within forty-five (45) days after submission, the plans shall be deemed approved.

3. No Waiver of Future Approvals. The approval of the ARC ~~either the NCC or MC~~ of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ARC NCC or MC, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matter whatever subsequently or additionally submitted for approval or consent.

4. Variance. The ARC NCC and MC 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 unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) estop the ARC Committee 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.

5. Compliance. Any contractor, subcontractor, agent, employee or other invitee of an owner who fails to comply with the terms and provisions of the guidelines and procedures promulgated by the ARC NCC or MC may be excluded from the Property without liability to any person, subject to the notice and hearing procedures contained in the By-Laws.

6. Right to Inspect. There is specifically reserved unto the ARC NCC and the MC the right of entry and inspection upon any Unit for the purpose of determination by the ARC NCC or MC whether there exists any constriction or any Improvements which violate the terms of any approval by the ARC NCC or MC, the terms of the Governing Documents, or of any other covenant, conditions and restrictions to which its deed or other instrument of conveyance or plat makes reference. The ARC NCC and MC or the Association are specifically empowered to enforce the provisions of this Declaration by any legal or equitable remedy, and in the event it becomes necessary to resort to litigation to determine the propriety of any constructed Improvement, or to remove any unapproved Improvements, the prevailing party shall be entitled to recovery of all court costs, expenses, reasonable attorney's fees in connection therewith and the same shall be assessable

and collectible in the same manner as any assessment provided for herein. The Association shall indemnify and hold harmless the ARC NCC and MC from all costs, expenses, and liabilities, including attorney's fees, incurred by virtue of any service by a member of the ARC NCC or MC as a member of the ARC NCC or MC.

7. **Rights of Owner of Country Club Property.** The owner of the Country Club Property shall be given notice of all meetings of the ARC NCC and the MC wherein the Improvement under consideration (or any portion thereof) is contiguous to the Country Club Property. If in the reasonable opinion of the owner of the Country Club property 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 owner of the Country Club Property may voice its objection to the proposed construction irrespective of the approval of same by the ARC NCC and the MC and the Owner may be required by the ARC NCC and the MC to resubmit to the ARC NCC or the MC the proposed construction or modification so as to take into account the objection of the owner of the Country Club Property which shall be given in writing to the Owner by the ARC NCC or the MC.

8. **Appeal of ARC Decisions.** Any Owner aggrieved by a decision of the ARC shall have the right to make a written request to the Board of Governors of the Association 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.

15. Article IX, Section 9.24 A. of the Declaration shall be amended as shown below:

A. Commonly accepted household pets such as dogs, cats and birds may be kept in reasonable numbers. All animals shall be contained on 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 of Governors is empowered to order and enforce the removal of any pet which becomes a source of unreasonable annoyance to other residents of the Vineyards. 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.

16. Article IX, Section 9.28 of the Declaration shall be amended as shown below:

Section 9.28 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 reasonably construed to constitute a nuisance, public or private in nature. Any question with regard to the interpretation of this Section shall be decided by the Board whose decision shall be final.

17. Article XVII, Section 17.13 of the Declaration shall be amended as shown below:

17.13 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 of the governing documents or Association rules, may be brought, but shall not be required to be brought, by the Association or by a Unit Owner against:

- A. the Association;
- B. a Unit Owner;
- C. anyone who occupies or is a tenant or guest of a residential Owner; or
- D. any officer or Director of the Association who willfully and knowingly fails to comply with these provisions.

~~17.13~~ ~~Litigation:~~

~~No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of the Neighborhood Representatives representing seventy-five percent (75%) of the total votes in the Association. In the case of such a vote, and notwithstanding anything contained in this Declaration or the Articles of Incorporation or By-Laws of the Association to the contrary, a Neighborhood Representative shall not vote in favor of bringing or prosecuting any such proceeding unless authorized to do so by a vote of seventy-five percent (75%) of all Members of the Neighborhood represented by the Neighborhood Representative. This Section shall not apply, however, to (a) actions brought by the Association against parties other than the Declarant to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of Assessments as provided herein, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. In the event the Association brings suit against the Declarant, the Association shall assess all Owners (other than the Declarant) for the costs and fees thereof and no funds from Annual Assessments may be used for such purpose. This Section shall not be amended unless such amendment is made by the Declarant or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.~~

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

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

1. GENERAL. These are the 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 Article II of the Amended and Restated Declaration of Master Covenants, Conditions and Restrictions for the Vineyards of Naples, 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 record Owners of legal title to the residential Units within the Vineyards of Naples and the Country Club. In the case of a Unit subject to an agreement for deed, the purchaser in possession shall be deemed the Owner of the Unit solely for purposes of determining use rights. If a Unit is subject to a life estate, the life tenant is deemed the Unit 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 Declaration or in the Neighborhood Declaration.
- (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 of a copy of the recorded deed or other instrument evidencing title.
- (D) Delivery to the Association, if required, of a written designation of primary occupant.

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2.1 Voting Rights; Voting Interests. The members of the Association are entitled to one (1) vote for each Unit owned by them. The total number of votes ("voting interests") is equal to the total number of Units. The vote of a Unit is not divisible. The right to vote may be denied because of delinquent assessments pursuant to Florida Law. If a Unit is owned by one (1) natural person, his right to vote shall be established by the record title to the Unit. If a Unit is owned jointly by two (2) or more natural persons who are not acting as trustees, that Unit's vote may be cast by any one (1) of the record Owners. If two (2) or more Owners of a Unit do not agree among themselves how their one (1) vote shall be cast on any issue, that vote shall not be counted on that issue. If the Owner of a Unit is not a natural person or is a trustee, the vote of that Unit shall be cast by the Unit's primary occupant, designated as set forth in Section 5.05 of the Declaration. All votes of the Owners shall be cast by that Owner's Neighborhood Representative as set forth in Section 5.04 of the Declaration.

2.2 Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, such decision may be expressed by any person authorized to cast the vote of such Unit at an Association meeting as stated in Section 2.1 above, unless the joinder of all record Owners is specifically required. However, all such votes shall be cast by that Owner's Neighborhood Representative as set forth in Section 5.04 of the Declaration.

2.3 Change of Membership. Following written approval of the Association as elsewhere required herein, a change of membership in the Association shall be established by the new member's membership becoming effective as provided for in Section 2.0 above, and the membership of the prior Owner shall thereby be automatically terminated.

2.4 Termination of Membership. Termination of membership in the Association does not relieve or release any former member from liability or obligation incurred under or in any way connected with the Association during the period of his membership, nor does it impair any rights or remedies the Association may have against any former Owner or member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

3. MEMBERS' MEETINGS; VOTING.

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 and transacting any other business duly authorized to be transacted by the members. During the annual meeting, ballots cast in the annual election of Governors shall be counted and results announced.

3.2 Special Members' Meetings. Special members' meetings must be held whenever called by the President or by a majority of the Board of Governors, and may also be called by members holding the votes of at least twenty five percent (25%) of the voting interests or 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 the members making the request. The business at any special meeting shall be limited to the items specified in the notice of meeting.

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

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Association, or may be furnished by personal delivery or by electronic transmission. The 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 person 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 Unit Owner meetings, except Unit Owner meetings called to recall the Board members may be given by electronic transmission to Unit Owners 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 twenty percent (20%) 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 Unit Owners for all purposes, except where a greater or different number of votes is expressly required by law or by any provision of the governing documents.

3.6 Proxy Voting. There shall be no voting by proxy at a members' meeting. All votes shall be cast by each Owner's Neighborhood Representative as set forth in Section 5.04 of the Declaration.

3.7 Adjourned Meetings. Any duly called meeting of the Neighborhood Representatives 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 of the roll or determination of quorum.
- (B) Reading or disposal of minutes of last members meeting
- (C) Reports of Officers
- (D) Reports of Committees
- (E) Election of Governors (annual meeting only)
- (F) Unfinished Business
- (G) New Business
- (H) Adjournment

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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 or their authorized representatives at all reasonable times. Minutes of a meeting must be reduced to written form within thirty (30) days after the meeting.

3.10 Parliamentary Rules. Roberts' Rules of Order (latest edition) may govern the conduct of the Association meetings when not in conflict with the law, with the Declaration, or with these Bylaws. The presiding officer may appoint a Parliamentarian whose decision on questions of parliamentary procedure shall be final. Any question or point of order not raised at the meeting to which it relates shall be deemed waived.

3.11 Action by Members Without Meeting. Except for the holding of the annual meeting and annual election of Governors, any action required or permitted to be taken at a meeting of the members may be taken without a meeting if written consents or other instruments expressing approval of the action proposed to be taken are signed and returned by members having not less than the minimum number of votes that would be necessary to take such action at a meeting at which all of the voting interests were present and voting. If the requisite number of written consents are received by the Secretary within sixty (60) days after the earliest date which appears on any of the consent forms received, the proposed action so authorized shall be of full force and effect on the date the requisite number of written consents are received, as if on the date the requisite number of written consents are received the action had been approved by vote of the members at a meeting of the members held on said date. Within ten (10) days after the date the requisite number of consents is received, the Board shall send written notice of the action taken to all members who have not consented in writing. Nothing in this paragraph affects the rights of members to call a special meeting of the membership, as provided for by Section 3.2 above, or by law. If the vote is taken by the method described in this section, the list of Unit Owners on record with the Secretary at the time of mailing the voting material shall be the list of qualified voters. However, all votes shall be cast by the Owner's Neighborhood Representative as set forth in Section 5.04 of the Declaration.

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 of Incorporation, and these Bylaws, shall be exercised by the Board, subject to approval or consent of the Unit Owners only when such is specifically required.

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 by establishing a system of staggered terms, in the 2016 annual election, the number of Governors to be elected shall be five (5). The three (3) candidates receiving the highest number of votes shall be elected for three (3) year terms. The two (2) candidates receiving the next highest number of votes shall be elected for two (2) year terms. If there are only five (5) candidates, the determination of who will serve the longer terms shall be made among them by agreement or by lot. Thereafter, all Governors shall be elected for three (3) year terms with three (3) Governors being elected in odd numbered years and two (2) Governors being elected in even numbered years. A Governor's term ends at the annual election at which his successor is to be duly elected. Governors shall be elected by the Voting Groups as described in Section 4.3 below, or in the case of a vacancy between annual elections, as provided in Section 4.4 below.

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4.2 Qualifications. Each Governor must be an Owner or the primary occupant, or the spouse of the Owner or primary occupant.

4.3 Elections. In each annual election the members shall elect by written, secret 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 Neighborhood Representative (NR), a first notice of the date of the election to distribute to the Neighborhood Representative's (NR) members. 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 Owners 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 not be used in the election. In the election of Governors, there shall be appurtenant to each Unit as many votes for Governors as there are Governors to be elected, but no Unit 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 or by any other method required or permitted by law. The Neighborhood Representative (NR) shall cast the ballot for that Neighborhood Representative's voting group. The determination as to how that vote shall be cast will be determined by the requirements of those Neighborhood Associations in that Neighborhood Representative's Voting Group. 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.
- (D) Election of Governor. Each Voting Group will be entitled to elect at least one (1) Governor to the Board of Governors. However, that Governor need not be a member of that Voting Group. Therefore, the four candidates from each Voting Group with the highest totals shall be elected as the Governors. Should the same candidate be elected by more than one Voting Group, that candidate shall be elected by the lowest number Voting Group (1-4) and will be that Voting Group's Governor. The candidate that receives the next highest number of votes from all Voting Groups, but who was not a top vote getter from any Voting Group and

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therefore was not elected as a Governor, shall be elected as the Governor from the higher number Voting Group that had elected the same Governor as the lowest number Voting Group. The fifth candidate elected to the Board shall be that candidate, who has not been elected as a Governor by any Voting Group, that has received the next highest number of votes from all Voting Groups.

4.4 Resignation; Vacancies on the Board. 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. 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. 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 by the Voting Groups, as described above, or, on the petition of any member, 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 to be 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.
- (D) A vacancy that will occur at a specific later date, by reason of a resignation effective at a later date under §617.0807 or otherwise, may be filled before the vacancy occurs. However the new Governor may not take office until the vacancy occurs.

4.5 Recall of Governors. Any or all Governors may be recalled, with or without cause, by a majority vote of the entire membership, either by a written petition or at a meeting called for that purpose. If a 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 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.

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.

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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 Owners. 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 Owners by mail, delivery or electronic transmission or broadcast on closed-circuit cable television and conspicuously posted on the property 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 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 on the property 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.

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 present 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 and voting 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 governing 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 present 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.

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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 Officers and Reimbursement of Expenses. Neither Governors nor officers shall receive compensation for their services as such. Governors and officers may be reimbursed for all actual and proper out-of-pocket expenses related to the proper discharge of their respective 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 and 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. Any appointed committee or similar body when a final decision shall be made regarding the expenditure of Association funds and any meetings of a committee vested with the power to approve or disapprove architectural decisions with respect to a specified lot of residential property owned by a member of the community must be noticed and conducted with the same formalities as are required for Board meetings in Section 720.303(2)(a), 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

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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 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 association property.
- (J) Notwithstanding a provision to the contrary, and regardless of whether such authority does not specifically appear in the declaration or other recorded governing 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 declaration or other recorded governing documents.
- (L) 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, 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 Community 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.

5.1 Officers and Elections. The executive officers of the Association shall be a President, and a Vice-President, who must be Governors, a Treasurer and a Secretary, all of whom 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. If the Board so determines, there may be more than one Vice-President.

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

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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 Presidents. The Vice Presidents, in the order of their seniority shall, in the absence or disability of the President, perform the duties and exercise the powers of the President; and they 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. He 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.

6. FISCAL MATTERS. The provisions for fiscal management of the Association set forth in the 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 Unit. Such account shall designate the name and mailing address of each Unit Owner, the amount and due date of each assessment or charge against the Unit, the amounts paid, date of payment and the balance due.

6.3 Budget. 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

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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 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 in the budget one or more restricted reserve accounts for capital expenditures and deferred maintenance. Contingency reserves for unanticipated operating expenses shall be included, if at all, in the operating portion of the budget. These funds may be spent for any purpose approved by the Board. The purpose of reserves is to provide financial stability and to avoid the need for special assessments. The amounts proposed to be so reserved shall be shown in the annual budget.

6.5 Assessments. Regular annual assessments based on the adopted budget shall be paid in quarterly installments in advance, due on the first day of January, April, July and October of each year. Written notice of any increase in annual assessments shall be sent to all members prior to the beginning of the year the increase takes effect, but failure to send or receive such notice shall not excuse the obligation to pay. If an annual budget for a new fiscal year has not been adopted, or if notice of any increase has not been made, at the time the first quarterly payment for that year is due, it shall be presumed that the amount of such installment is the same as the last prior quarterly payment, and shall be continued at such rate until a budget is adopted and new quarterly installments are calculated at which time an appropriate adjustment shall be added to or subtracted from each unit's next due quarterly installment.

6.6 Special Assessments. Special assessments may be imposed by the Board of Governors when necessary to meet unusual, unexpected, unbudgeted, or non-recurring expenses, or for such other purposes as are authorized by the Declaration and these Bylaws. Special assessments are due on the day specified in the resolution of the Board approving such assessment. The notice of any special assessment must contain a statement of the purpose(s) of the assessment, and the funds collected must be spent for the stated purpose(s) or returned to the members as provided by law.

6.7 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 a common expense.

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

6.9 Audits. A formal, certified audit of the accounts of the Association, if required by law, by vote of a majority of the voting interests, or by a majority of the Board of Governors, shall be made by a certified public accountant, and a copy of the audit report shall be available to all Owners.

6.10 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.

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6.11 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. RULES AND REGULATIONS. The Board of Governors may, from time to time, adopt and amend administrative rules and regulations governing the use, maintenance, management and control of the common elements and the operation of the Association. Copies of such rules and regulations shall be furnished to each Unit Owner.

8. COMPLIANCE AND DEFAULT; REMEDIES. In addition to the remedies provided in the Declaration the following shall apply:

8.1 Fines; Suspensions. The Board of Governors may levy fines and/or suspensions against members, or a member's tenants or guests or both who commit violations of Chapter 720, Florida Statutes, the provisions of the governing 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. 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 be as follows:

- (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 Chapter 720, Florida Statutes, the governing 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. The hearing shall be conducted before a panel of three (3) non-Governor Unit Owners appointed by the Board, none of whom may then be serving as Governors or officers or who are 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 agree with the fine, and/or suspension, it may not be levied. If the committee agrees with the fine, and/or suspension, the Board of Governors shall levy same.

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8.2 Correction of Health and Safety Hazards. Any violations of Association rules which creates conditions of the property 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 unit Owner.

8.3 Mandatory Mediation. In the event of any dispute as defined in Section 720.311, Florida Statutes, between a Unit Owner and the Association arising from the operation of the Community, the parties must submit the dispute to mandatory mediation. Nothing herein shall be construed to require mediation of disputes related to the levy or collection of fees or assessments.

8.4 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 property free from unreasonable disruptions and annoyance.

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

9.1 Proposal. Amendments to these Bylaws may be proposed by a majority of the Board, or by written petition to the Board, signed by at least one-fourth (1/4th) of the voting interests.

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

9.3 Vote Required. Except as otherwise provided by law, or by specific provision of the governing documents, a proposed amendment to these Bylaws shall be adopted if it is approved by votes cast by the Neighborhood Representatives representing at least two-thirds (2/3rds) of the voting interests, provided that notice of the proposed amendment has been given to the members in accordance with law.

9.4 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. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Collier County, Florida. The certificate must identify the book and page of the Public Records where the Declaration was originally recorded.

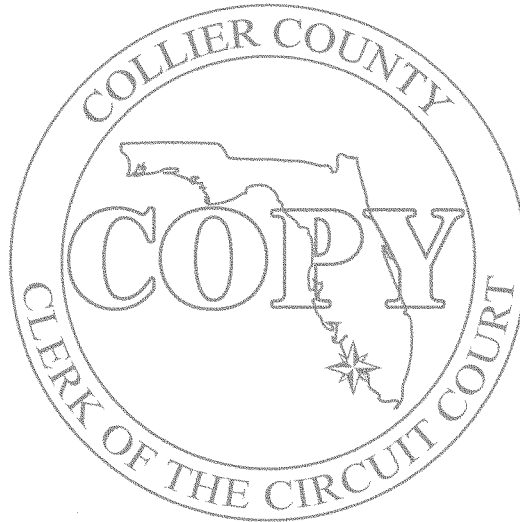
10. MISCELLANEOUS.

10.1 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.

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

BYLAWS

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



BYLAWS

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