

Certificate Prepared by:
Grigsby Law, P.A.
9240 Bonita Beach Rd., Ste. 1117
Bonita Springs, FL 34135

CERTIFICATE OF AMENDMENT
[Amended and Restated Declaration of Covenants, Conditions and Restrictions
For Villa Vistana]

THE UNDERSIGNED, being the President of Villa Vistana Homeowners' Association, Inc., a Florida corporation not-for-profit, (the "Association") hereby certifies as follows: On May 26, 2020, a meeting of the Members of the Association was held, where a quorum was present after due notice, where a vote of not less than sixty-seven percent (67%) of all members approved the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Villa Vistana, as attached hereto.

WITNESSES:

Signature

Print Name

Signature

Print Name

VILLA VISTANA HOMEOWNERS'
ASSOCIATION, INC., a Florida not-for-profit
corporation

By:

Title:

Date:

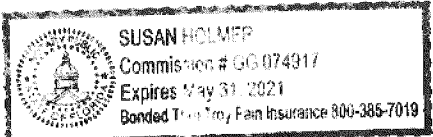
[Handwritten signatures and names: Jean L. Berberst, Thomas Harmon, Carol Rossi]
[Handwritten titles: PRESIDENT]
[Handwritten date: 5-28-2020]

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 28 day of MAY, 2020
by Carol Rossi, President of VILLA VISTANA HOMEOWNERS'
ASSOCIATION, INC., on behalf of the corporation. He/She is () personally known to me or () has
produced _____ as identification.

[Handwritten signature of Notary Public]

Signature of Notary Public



Prepared by and Return to:
Chanille L. Grigsby, Esq.
Grigsby Law, P.A.
9240 Bonita Beach Road, Suite 1117
Bonita Springs, FL 34135

THIS DOCUMENT CONTAINS SUBSTANTIAL CHANGES FROM THE ORIGINAL DECLARATION. PLEASE CONSULT THE ORIGINAL DOCUMENT REGARDING SUCH CHANGES

**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
VILLA VISTANA**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VILLA VISTANA is made by the VILLA VISTANA HOMEOWNERS' ASSOCIATION, INC. (the "Association") as of this 28th day of May, 2020.

WHEREAS, the Vineyards Development Corporation (the "Developer") created Villa Vistana by the recording of the Declaration of Covenants, Conditions and Restrictions on October 26, 1998, at Instrument No. 2387470, of the Official Records of Collier County, Florida (the "Original Declaration") for the purpose of enhancing and protecting the value, attractiveness and desirability of the Parcels and Villas-Lots;

WHEREAS, the Developer subsequently assigned to the Association all its right, title and interest in and to the Original Declaration;

WHEREAS, the Original Declaration was amended by Amendment to Declaration of Covenants, Conditions and Restrictions, recorded on December 7, 2005 at Instrument No. 3519807 of the Official Records of Collier County (corrected by Certificate of Amendment to the Declaration of Covenants, Conditions and Restrictions, recorded on January 19, 2005, at Instrument No. 3543076 of the Official Records of Collier County, Florida); and subsequently amended by Amendment to Declaration of Covenants, Conditions and Restrictions, recorded on March 2, 2010 at Instrument No. 4400736 of the Official Records of Collier County, Florida;

WHEREAS, the Association wishes to amend and restate the Declaration of Covenants, Conditions and Restrictions for Villa Vistana in accordance with the terms and conditions set forth below.

1. **INTENT OF DECLARATION.** This Declaration shall be binding on all of Villa Vistana. This Declaration is intended to provide for the preservation and enhancement of the value, desirability and attractiveness of Villa Vistana by imposing mutually beneficial covenants, conditions, restrictions and easements on the Property. This Declaration provides a reasonable and flexible procedure for the overall administration, maintenance, preservation, use and enjoyment of Villa Vistana.

2. DEFINITIONS

2.1. "Architectural Review Committee" or "ARC" means the committee established pursuant to Section 11 of this Declaration to review plans and specifications for the construction or modification of improvements and to administer and enforce the architectural controls described in Section 11.

2.2. "Architectural Review Standards" shall mean and refer to the architectural review standards promulgated by the Board of Directors and/or the Architectural Review Committee pursuant to Section 11 below.

2.3. "Articles of Incorporation" shall mean the Amended and Restated Articles of Incorporation of Villa Vistana Homeowners Association, Inc., as amended and as shall be recorded contemporaneously herewith.

2.4. "Assessments" mean the share of funds required for the payment of Common Expenses and individual expenses which from time to time are assessed against a Villa-Lot and an Owner, including, but not limited to:

2.4.1. "General Assessments" means assessments levied for the payment of Common Expenses as more particularly described in Section 9.3 hereof;

2.4.2. "Special Assessments" means those assessments levied by the Association applicable to that year only, as more particularly described in Section 9.4 hereof;

2.4.3. "Specific Assessments" means assessments levied against a specific Lot or Villa as more particularly described in Section 9.5 hereof

2.5. "Association" means Villa Vistana Homeowners' Association, Inc., a Florida not-for-profit corporation, governed by Chapters 617 and 720, Florida Statutes, which is responsible for the maintenance and operation of the Common Areas and amenities and for enforcing the Governing Documents.

2.6. "Board of Directors" or "Board" means the Association Board of Directors which is responsible for the administration of the Association. It shall also refer to a designee of the Board of Directors, such as a Committee or the Association manager, if and to the extent such delegation is set forth in this Declaration or resolution of the Board.

2.7. "Bylaws" shall refer to the Amended and Restated Bylaws of Villa Vistana Homeowners Association, Inc., as amended and as shall be recorded contemporaneously herewith.

2.8. "Chapter 617, Florida Statutes" shall mean and refer to the Corporation Not For Profit Statute, as amended and as is applicable to the Association.

2.9. "Chapter 720, Florida Statutes" or "Chapter 720" shall mean and refer to the Homeowners' Association Statute, as amended and as is applicable to the Association.

2.10. "Committee" means a group of Board members, Owners, or Board members and/or Owners and/or other persons appointed by the Board to make reports or recommendations to the Board, to take action on behalf of the Board, or to take such actions as the resolution creating the Committee, or the directors of the Board, may dictate.

2.11. "Common Area" means those areas of land shown on any recorded subdivision plat of the Villa Vistana and improvements thereto, or which are otherwise dedicated, conveyed, leased or for which a license is granted 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 Areas include, but are not limited to, the street, streetlights, curbs, concrete gutter, all signage, entry monuments, pool, pool deck, pool house, pool fixtures and furnishings, and landscaping.

2.12. "Common Expenses" means all expenses properly incurred by the Association in the performance of its duties, including expenses incurred by the Association in connection with its maintenance, operation and other services required or authorized to be performed by the Association, all as may be found to be reasonably necessary by the Board pursuant to the Governing Documents.

2.13. "Division of Florida Condominiums, Timeshares, and Mobile Homes" or "The Division" shall mean such division of the Department of Business and Professional Regulation that has jurisdiction and authority to arbitrate election and recall disputes under Chapter 720, Florida Statutes.

2.14. "Eligible Holder" is defined in Section 15.2 hereof.

2.15. "Governing Documents" means this Declaration and the Articles of Incorporation, Bylaws, Rules and Regulations of the Association and all Board adopted and published policies of the Association as amended from time to time.

2.16. "Guest" means any person who is not the Owner or a Tenant or a member of the Owner's or Tenant's Family, who is physically present on or occupies a Villa-Lot on a temporary basis at the expressed or implied invitation of the Owner or other legally permitted Occupant, without the payment of consideration. The Board may adopt Rules and Regulations pertaining to the number, length of stay and other matters pertaining to Guests.

2.17. "Institutional First Mortgagee" shall mean (a) any generally recognized lending institution having a first mortgage lien on a Villa-Lot in Villa Vistana including, but not limited to, any of the following institutions: a Federal or state savings and loan or building and loan association; a national, state or other bank or real estate investment trust; a mortgage banking company doing business in the State of Florida; a life insurance company; or a subsidiary of a holding company owning any of the foregoing; or (b) any secondary mortgage market institution including the Federal National Mortgage Association (FNMA), Government National Mortgage Association (GNMA), Federal Housing Administration (FHA), and Veterans Administration (VA) and such other secondary mortgage market institutions as the Board shall hereafter approve in writing which have acquired a first mortgage upon a Villa-Lot; or (c) such other lenders as the Board shall hereafter approve in writing which have acquired a first mortgage lien upon a Villa-Lot.

2.18. "Invitee" means a person or persons expressly or impliedly allowed entry onto the Property for the purpose of conducting business with an Owner or other occupant, or otherwise entering the Property on a temporary basis at the expressed or implied consent of the Owner or occupant, including but not limited to contractors, workmen, delivery persons, domestic assistants and health care assistants. A Guest is an Invitee.

2.19. "Lease" means the grant by an Owner of a temporary right of use of the Owner's Villa for rent or other valuable consideration; it also means the document which evidences such grant. The term "lease" shall also include any similar contracts and exchange agreements.

2.20. "Lot" means any plot of land located within the Neighborhood and designated as a "Lot" on the Plat of the Neighborhood and intended for residential use but, shall not include the Common Areas as herein defined. "Lot" shall also be synonymous with Parcel, except where otherwise indicated.

2.21. "Maintenance, Repair and Replacement": "Maintenance" means the upkeep, cleaning or preservation of the condition of the Property. "Repair" means to mend, remedy, or restore to a sound or good state after decay, injury, dilapidation or partial destruction. "Replacement" means to place again; restore to a former condition after destruction.

2.22. "Master Association" means the Vineyards Community Association, Inc., as defined in the Master Declaration of the Vineyards.

2.23. "Master Declaration" shall mean the Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Vineyards, recorded in the Public Records of Collier County, Florida and all amendments thereto.

2.24. "Master Association Governing Documents" means the Declaration and the Articles of Incorporation, Bylaws, Rules and Regulations of the Master Association and all Board adopted and published policies of the Master Association as amended from time to time.

2.25. "Members" means Owners who are entitled to membership in the Association as provided in the Governing Documents. "Membership" shall refer to the state or status of being a Member as detailed in the Amended and Restated Bylaws.

2.26. "Owner" means a record title owner, whether one or more persons or entities, of any Villa in the Association; provided, however, solely for the purpose of interpreting the restrictions on the use and occupancy of the Villas-Lots, in cases where because of the form of ownership, a Primary Occupant has been designated for a Villa-Lot, pursuant to Section 13.1 hereof, the word Owner refers to the Primary Occupant and not the record owner.

2.27. "Plat" means the Villa Vistana subdivision plat referenced in Section 3, below.

2.28. "Powers and Duties" includes those set forth in Chapters 617 and 720, Florida Statutes, as may be amended from time to time, and in the Governing Documents.

2.29. "Primary Occupant" means the natural person approved for occupancy of a Villa-Lot when title to the Villa-Lot is held in the name of two (2) or more persons who are not husband and wife, or by a trustee or a corporation or other entity which is not a natural person. When used in reference to a Villa-Lot owned in one of the forms listed above, the term "Primary Occupant" shall be synonymous with the term "Owner."

2.30. "Property" or "Properties" shall mean and include all that certain real property located in Collier County, Florida, more particularly described on the recorded plat of Villa Vistana and all real property and made a part of the Association.

2.31. "Representative" means the individual permitted to vote on behalf of and represent the Members on Master Association matters.

2.32. "Rules and Regulations" means those rules and regulations created and amended from time to time by the Board of Directors and recorded as required by statute.

2.33. "Tenants" means any persons who are granted by an Owner a temporary right for the use of the Owner's Villa for rent or other valuable consideration and all other persons occupying the Villa with the consent of such Tenants.

2.34. "Villa" means a residential dwelling in Villa Vistana intended for residential use which is constructed on a Lot.

2.35. "Villa Vistana", "Villa Vistana Neighborhood", or "Villa Vistana Homeowner Association, Inc." means the residential community planned as a distinctive neighborhood within the Vineyards and all improvements now or hereafter located thereon and includes the land and all improvements submitted to the provisions of this Declaration, and any lands added hereafter pursuant to the right to add additional lands, which is the subject of the Plat referenced in Section 3 below.

2.36. "Vineyards" shall mean the real property defined in the Master Declaration pursuant to the terms thereof.

2.37. "Voting Interest" means the arrangement established in the Governing Documents by which the Owners of each Villa-Lot collectively are entitled to one vote in Association matters. There are sixty-four (64) Villas, so the total number of Voting Interests in this Association is sixty-four (64). Notwithstanding the foregoing, a Voting Interest allocated to a Villa-Lot or Member which has been suspended by the Association shall be subtracted from the total number of Voting Interests when calculating the total percentage or number of all Voting Interests available to take or approve any action, and the suspended Voting Interests shall not be considered for any purpose, including, but not limited to, the percentage or number of Voting Interests necessary to constitute a quorum, the percentage or number of Voting Interests required to conduct an election, or the percentage or number of Voting Interests required to approve an action under Florida law, this Declaration, the Bylaws or Articles of Incorporation.

3. PROPERTY SUBJECT TO THIS DECLARATION. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the County of Collier, State of Florida, according to the plat recorded in Plat Book 30, pages 99 through 101, Official Records of Collier County, Florida. This Declaration is not a declaration of condominium. No portion of Villa Vistana is submitted by this Declaration to the condominium form of ownership. The expressed intent of the Villa Vistana Governing Documents is that the substantive rights hereunder shall not be affected by legislation subsequent to the date of the execution hereof, unless expressly required by Chapter 617 or Chapter 720, Florida Statutes.

4. THE VINEYARDS MASTER DECLARATION. Villa Vistana is located within a larger residential development known as the Vineyards. All real property in the Vineyards is subject to the provisions of the Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Vineyards, recorded in the Public Records of Collier County, Florida and all amendments thereto, which provides for the creation of the Vineyards Community Association (the "Master Association") which is charged with the operation of the Vineyards.

5. LAND USE WITHIN VILLA VISTANA AND COMMON AREAS. Use of the Property shall be subject to the use restrictions set forth herein, the Rules and Regulations, the Architectural Standards and the Vineyards Master Association Governing Documents. The Common Areas shall be those designated in the Plat and by this Declaration. The Association has the right to regulate and control the external design and appearance of the Common Areas in such a manner as to promote a quality environment which will preserve the value of the Parcels and to foster the attractiveness and functional utility of Villa Vistana as a place to live. Any real property conveyed, leased or used by any third party to the Association as Common

Area is not and shall not be deemed dedicated for use by the general public but is, and shall be, deemed restricted for the common use of Members, their Guests, Tenants and Invitees.

5.1. Right to Use Common Areas. All Members shall have the right to enjoy and use easement to the Common Areas intended for their use and enjoyment, which right shall be appurtenant to and pass with the title to every Villa-Lot, subject to the rights of the Association under its Governing Documents, including but not limited to the rights contained in Section 5 above.

5.2. Delegation of Right. Unless prohibited or suspended under the Governing Documents, a Member may delegate his right of use and easement to Common Areas to his family, Tenants who reside at the Member's Villa, Guests, and Invitees. 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 Villa-Lot. Any infraction of the Association's Governing Documents by such person shall be deemed to be an infraction by such Member.

5.3. Waiver of Use. No Owner may exempt himself or herself from personal liability for Assessments duly levied by the Association or release the Villa-Lot owned by him or her from any liens or charges thereof, by waiver of the use and enjoyment of the Common Areas.

6. MAINTENANCE RIGHTS AND OBLIGATIONS.

6.1. Association Maintenance Rights and Obligations.

6.1.1 Maintenance, Repair and Replacement of Common Areas. The Association shall be responsible for maintenance, repair and replacement of the Common Areas including, without limitation, the following:

- A. Systems and facilities which shall be operated and maintained for the benefit of the Parcels;
- B. All streets, curbs, concrete gutters and any entry monuments, traffic signs, and informational signs thereon;
- C. Electrical lighting and other utility services for the Common Areas, including non-potable water services to the sprinkler systems serving the Common Areas and Lots;
- D. Pool, pool deck, pool fencing, pool fixtures, pool furnishings, pool showers, restrooms, and water fountain;
- E. All parking areas located on the Common Areas; and
- F. Any other Common Areas or other areas conveyed, dedicated, or leased to or used by the Association, including any improvements on such Common Areas.

6.1.2 Surface Water Management Systems, Lakes and Wet Retention Ponds. The Master Association shall be responsible for maintenance of all surface water management systems, Lakes and water retention ponds appurtenant to Villa Vistana are the responsibility of Villa Vistana Homeowners Association, Inc.

A. All water management systems excluding those areas, if any, maintained by Collier County, are the responsibility of the Master Association. The Master Association may enter any tract, Parcel or Common Area and make whatever alterations, improvements or repairs are deemed necessary to provide, maintain, or restore proper surface water management. The cost shall be a common expense of the Master Association.

B. No Owner, or other person, shall unreasonably deny or prevent access to water management areas for maintenance, repair, or landscaping purposes to the Association or any appropriate governmental agency that may reasonably require access. Nonexclusive easements therefor are hereby specifically reserved and created.

C. No structure of any kind (including docks) shall be constructed or erected in or on, nor shall an Owner in any way change, alter, impede, revise or otherwise interfere with the flow of volume of water in, any portion of the water management area including, but not limited to, lakes, ponds, swales, drainage ways, or wet retention ponds or areas intended for the accumulation of runoff waters, without the specific written permission of the Master Association.

D. No tract, Parcel or Common Area shall be increased in size by filling in any lake, pond or other water retention or drainage areas which it abuts. No person shall fill, dike, riprap, block, divert or change the established water retention and drainage areas that have been or may be created without the prior written consent of the Master Association and the South Florida Water Management District.

E. No person may draw water for irrigation or other purposes from any lake, pond or other water management area, nor is any boating, swimming, or wading in such areas allowed.

6.1.3 Roof Cleaning. The Association shall be responsible for periodic treating or cleaning of the roofs of all Villas in accordance with a schedule set by the Board of Directors and such cost shall be a Common Expense of the Association. Treatment may include the use of algacides and/or other mold prevention products. Owners shall be responsible, at his or her sole expense, for all other maintenance, repair and replacement of the roofs, gutters, fascia, and all other roof components pursuant to Section 6.2.3 below.

6.1.4 Landscaping. The Association shall be responsible for all lawn maintenance and landscaping for the Lots and Common Areas and the cost thereof shall be a Common Expense. The Association may contract with one or more independent contractors for the performance of any or all such maintenance responsibilities. Owners shall not be permitted to install landscaping in any areas of a Lot without the written consent of the Board and/or the Villa Vistana ARC. Notwithstanding the foregoing, if there is damage to the lawns or landscaping, other than ordinary wear and tear, caused by an Owner or his agents, Tenants, Guests or Invitees, the Association shall have the authority to remedy the damage and charge the expenses thereof to the Owner as a Specific Assessment pursuant to Section 9.5 below. For this purpose, the Association shall have the right to enter upon any Lot, and such entry by the Association or its agents shall not constitute a trespass.

6.1.5 Irrigation. The Association controls and administers all watering and irrigation within the Villa Vistana Neighborhood. The cost thereof shall be a Common Expense. The Owner of any Lot grants an easement to the Association to enter upon the Lot for the purposes of watering the lawn and landscaping if necessary.

6.1.6 Painting. The Association shall be responsible for painting the exterior of the Villas, from time to time, on a schedule to be determined by the Board. The Board shall give the Owners reasonable prior notice of its intention to paint the Villas. The Association, through the Board, shall also have the authority to change the exterior color scheme of the Units, provided that the proposed change shall first be approved by a vote of at least fifty-one percent (51%) of the Voting Interests, present in person or by proxy and voting at a duly noticed meeting of the Association, or by written agreement of fifty-one percent (51%) of the Voting Interests.

6.1.7 Pest Control. The Association shall have the authority, but not the obligation, to contract for pest control services for the Lots in which case the cost thereof shall be a Common Expense. The Association's pest control obligations shall only be in accordance with the contract terms entered into, if any.

6.1.8 Material Alterations. Except as otherwise provided herein, there shall be no material alteration of, nor substantial additions to the Common Areas without prior approval by the Owners of not less than fifty-one (51%) percent of the Voting Interests of the Membership. Notwithstanding the foregoing, however, Owner consent shall not be required for the following: (i) any alterations or additions to the Common Areas which do not exceed \$25,000, in the aggregate, in any calendar year; (ii) work which is reasonably necessary to protect, maintain, repair or replace the Common Areas; and (iii) any alterations or additions which are not considered under Florida law to be material alterations or substantial additions.

6.1.9 Cooperation with Master Association. The Board shall have the power to assist the Master Association in the performance of its duties and obligations under the Master Association Governing Documents and shall cooperate with the Master Association so that the Master Association and the Association can most efficiently and economically provide their respective services to the Owners. If the Association fails, neglects or is unable to perform a duty or obligation required by the Association, including without limitation, maintenance responsibilities, then the Master Association may, after reasonable notice and an opportunity to cure, preform such duties or obligations until such time as the Association is able to resume such functions, and charge the Association a reasonable fee for the performance of such functions. The Association shall then assess the costs thereof against all the benefitted Villas-Lots.

6.2. Owner's Responsibility.

6.2.1 Maintenance, Repair and Replacement. Each Owner of a Villa shall maintain the Villa-Lot in good repair and in a neat and attractive condition in accordance with the Governing Documents, the Architectural Review Standards, and the VCA Standards. Every Owner, at his sole cost and expense, is responsible for the maintenance, repair of all portions of their Villa-Lot unless otherwise expressly made the obligation of the Association herein. The maintenance, repair and replacement obligations include, but are not limited to: (i) screens and all related hardware and framing; (ii) window glass and all related hardware and framing and hurricane/storm shutters; (iii) all doors within and providing access to the Villa and all related hardware and framing; (iv) coach lights attached to the Villa; (v) mailboxes on the Lot; (vi) garage doors; (vii) walkways or driveways on the Lot, unless the damage to the same was caused by tree roots or other landscape elements, in which event the Association has the obligation to repair; (viii) roof and all related components, more specifically described in Section 6.2.3 below; (ix) any improvements or additions to the original structure made by the Owner and/or his or her predecessor; and (x) all property within the confines of the Villa and about the Lot that is not otherwise the obligation of the Association as described in the Governing Documents. Notwithstanding the foregoing, whenever the

maintenance, repair or replacement obligations of an Owner relates to any exterior portion of a Villa or Lot, such maintenance, repair and/or replacement is subject to the review of the ARC and the prior approval of the Board pursuant to Section 11 hereof.

6.2.2 Party Walls. Each wall which is built as a part of the original construction of the Villas and placed on the dividing line between Villas shall constitute a party wall. The cost of repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use. To the extent not inconsistent with the provisions herein, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. The Association is in no way obligated to maintain, repair, or replace any portion of a party wall that is damaged for any reason.

A. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has use of the wall may restore it, and the adjoining Owners making use of the wall shall be obligated to contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for larger contributions from the other under any cause of action regarding liability for negligence or willful acts or omissions.

B. Notwithstanding any other provision contained in this Declaration, an Owner who, by his negligent or willful act causes the party wall to be exposed to the elements shall bear the entire cost of furnishing the necessary protection against the elements.

C. The right of any Owner to contributions from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owners' successors-in-title.

D. In the event of any dispute arising concerning a party wall, or under the provisions of this Section, the Association has no obligation to commence repair of the wall. The parties shall be obligated to settle the dispute amongst themselves.

6.2.3 Roof Maintenance, Repair and Replacement. The Association shall periodically treat or clean the roofs according to a schedule set in the sole discretion of the Board, which cost shall be a Common Expense of the Association. All other maintenance, repair and replacement of the roof, gutters, soffit, fascia and all other roof component maintenance, repair and replacement is the responsibility of the Villa Owner, at the Owner's sole expense and shall be subject to the prior approval of the Board in accordance with the Architectural Review Standards described in Section 9 of this Declaration. Routine maintenance shall be done uniformly and at the same time for the entire roof of the building upon agreement of the Owners. Notwithstanding the foregoing, if the maintenance is minor enough, in the sole discretion of the Board, so as not to impact the aesthetics of the entire roof the repair or maintenance confined to the roof area wholly within the dimensions of one Villa may be permitted. In the event of damage or destruction to the roof, either Owner can propose the replacement of the entire roof and share in the total replacement cost in the manner they agreed to. If the adjacent Owner does not consent to replace the entire roof, an Owner may replace just his portion of the roof of his Villa if the Owner also installs a separating ridge structure along the dividing line of the Villas that has been first approved by the Board in accordance with the Architectural Review Standards described in Section 9 of this Declaration and approved by Collier County, if required. Each Owner shall have an easement over any part of the entire roof needed to replace the same. Once a separating ridge structure has been installed, all future maintenance, repair and replacement of the ridge structure shall be borne equally by both adjacent Owners and the ridge structure shall be treated as a party wall as described in Section 6.2.2 above.

Notwithstanding the foregoing, if damage or destruction of adjacent roof area is caused by the negligence or willful misconduct of any Owner, such negligent Owner shall bear the entire cost of repair or replacement. If any Owner shall neglect or refuse to pay his share, or all of such cost in the case of negligence or willful misconduct, the other affected Owner may have such roof repaired or replaced and shall be entitled to a lien on the Villa for the amount of such defaulted Owner's share of the repair or replacement cost.

6.2.4 Exterior Modifications. There shall be no modifications to the exterior of any Villa-Lot without the prior approval of the Association pursuant to Section 11 of this Declaration. The Association's approval shall be required for all exterior modifications and/or replacement including, but not limited to front doors, garage doors, lanai doors, sliding patio doors, windows, exterior light fixtures, landscape lighting, driveways, roofs and lanai.

6.2.5 Landscaping. The landscape design for any Lot shall promote and preserve the appearance, character and value of the surrounding areas. The Owner shall not remove or add to the existing landscaping without the prior written review of the Villa Vistana ARC and Board Approval. Pursuant to Section 6.1.4 the Association shall be responsible for the maintenance of landscaping and lawn care of each and every Parcel within Villa Vistana.

6.2.6 Insurance. Owners are responsible for insuring the contents of his or her Lot and Villa including all fixtures and personal property contained therein and all alterations, additions and improvements made thereto. Each Owner is required to carry adequate homeowner's replacement insurance, with endorsements for leakage, seepage and wind-driven rain, additions and alterations, and loss assessment protection, and recognizes that he or she bears financial responsibility for any damage to his or her property, or liability to others, that might otherwise be covered by insurance. The Association may, without obligation, request any or all Owners for proof of insurance from time to time. Each Owner further covenants and agrees that in the event of a partial loss or damage resulting from less than total destruction of structures comprising the Villa, the damaged structure will be repaired within one (1) year in a manner consistent with the original construction. The Owner shall pay any costs of repair or reconstruction which are not covered by insurance proceeds. Following reconstruction, the Association shall continue to maintain the Villa-Lot pursuant to its maintenance obligations contained in this Declaration.

6.2.7 Prohibited Activities. No Owner shall take any action which: (i) increases the maintenance responsibility of the Association; (ii) causes the Association's insurance premiums to increase; or (iii) interferes with the Association's maintenance or operational responsibilities.

6.3. Enforcement of Maintenance. If an Owner fails to maintain his or her Villa-Lot as required herein, the Association shall have the right to institute legal proceedings to enforce compliance. The notice, if not an emergency, shall be sent by certified mail and shall set forth the nature of the repairs. In the case of an emergency, the Association will make every effort to contact the Owner or his designated agent pursuant to the most recent contact information on file. It is the Owner's responsibility to keep the information current.

7. EASEMENTS AND OTHER RIGHTS. The use and occupancy of every Lot will be subject to the easements depicted on the Plat, those heretofore or hereinafter dedicated to and accepted by the Association, those described in the Governing Documents, Architectural Review Standards and the VCA Standards. The respective rights and obligations of the Owners and the Association concerning easements affecting Villa Vistana as platted shall include the following:

7.1. Easements to Use. All Owners shall have a non-exclusive easement to use and enjoy the Common Areas, subject to the terms of the Governing Documents, including parking and traffic regulations adopted by the Master Association or Villa Vistana, payment of use or access fees or other charges reasonably imposed by the Association and any restrictions or limitations contained in any instrument conveying such property to the Association. Any Owner may delegate his or her right of enjoyment to the members of his or her family, Tenants, Guests or Invitees, as applicable, subject to the Governing Documents. An Owner who leases their Villa shall be deemed to have delegated all such rights to the Tenant.

7.2. Easements for Utilities. There is hereby reserved to the Association, the Master Association and designees of each (which may include, without limitation, Collier County and any utility company), blanket easements upon, over, across and under all of Villa Vistana for ingress and egress; dispensing pesticides; installation, replacing, repairing, relocating and maintaining roads, walkways, bicycle paths, lakes, ponds, wetlands, drainage systems, street lights, signage, and all utilities, including but not limited to water, sewer, meter boxes, telephone, gas, electricity and irrigation; provided, the exercise of this easement shall not unreasonably interfere with the use of any Villa.

7.3. Easement for Encroachment and Overhang. There shall be a reciprocal appurtenant easement for encroachment and overhang between the adjacent Villas-Lot. Such easement shall be for roof overhangs and other improvements which were unintentionally placed or have settled or shifted. The easement shall be for a distance of not more than five (5) feet, as measured from any point on the common boundary between the adjacent Villas-Lots, along a line perpendicular to such boundary at such point. In no event shall an easement for encroachment of anything other than an overhang exist if such encroachment occurred due to the willful conduct on the part of the Owner.

7.4. Additional Easements. The Board shall have the right to execute, without further authorization, such grants of easement or other instruments as may from time to time be desirable for the development of Villa Vistana or the Vineyards, in general, subject to limitations as to the then existing buildings or other permanent structures or facilities constructed within Villa Vistana.

7.5. Restriction on Owner Easements. No Owner shall grant an easement upon any portion of the Villa Vistana Common Areas, Lots or Villas to any person or entity, without the prior written consent of the Association.

8. INSURANCE AND CASUALTY LOSSES. The Board of Directors shall obtain and keep in force the insurance coverage which it is required to carry as described below and as required by law from time to time, and may obtain and keep in force any or all additional insurance coverage as it deems necessary or appropriate. The insurance may be subject to reasonable and customary deductibles. To the extent permitted by law, the Association may self-insure.

8.1. General Coverage. The Association shall maintain adequate insurance covering the buildings and other improvements on the Common Areas and all other property that the Association is required by law to insure, in such amounts and with such deductibles as determined from time to time by the Board of Directors in the exercise of its good business judgment. Such insurance shall afford at least the following protection:

8.1.1. Property. Loss or damage caused by fire, extended coverage (including windstorm), vandalism and malicious mischief, and other hazards covered by what is commonly known as an "All Risk" property contract.

8.1.2. Liability. Premises and operations liability for bodily injury and property damage in such limits and protection and with such coverage as are determined by the Board of Directors, with cross liability endorsement to cover liabilities of the Owners as a group to an Owner.

8.2. Officers and Directors Liability Insurance. Officers' and directors' liability insurance in such limits of protection and with such coverage as may be determined by the Board of Directors.

8.3. Fidelity Insurance. Fidelity bonds, to the extent available at a reasonable cost, to protect against dishonest acts on the part of its officers, directors, employees and agents and on the part of all others who handle or are responsible for handling the funds of, or funds administered by the Association. In addition, if responsibility for handling funds is delegated to a manager, such bonds shall be required for the manager and its officers, employees and agents. Such fidelity insurance shall name the Association as an obligee and shall be written in an amount equal to at least one hundred percent (100%) of the estimated annual operating expenses of the Association, including reserves. Such bonds shall contain waivers by the issuers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions.

8.4. Optional Coverage. The Association may purchase and carry other insurance coverage as the Board of Directors may determine to be in the best interest of the Association and Owners. Some of the more common options include:

- 8.4.1. Worker's Compensation insurance (if required by law);
- 8.4.2. Broad Form Comprehensive General Liability Endorsement; and
- 8.4.3. Flood Insurance.

8.5. Reconstruction and Repair of Common Area After Fire or Other Casualty. In the event of damage to or destruction of improvements on the Common Areas because of fire or other casualty, the Board shall arrange for the prompt repair and restoration of the improvements unless at least seventy-five percent (75%) of the Voting Interest decide within sixty (60) days after the casualty not to repair or reconstruct.

8.5.1. Any reconstruction or repair must be approved by the Board, substantially in accordance with the plans and specifications for the original improvements; or if not feasible or advisable in the opinion of the Board, then in accordance with plans and specifications approved by the Board.

8.5.2. If the proceeds from insurance, including the deductible, are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction or repair, the funds for payment of the costs of reconstruction and repair are insufficient, Assessments shall be made against the Villas-Lots in sufficient amounts to provide funds for the payment of such costs.

8.5.3. If no repair or reconstruction is made, the funds disbursed shall be retained by and for the benefit of the Association and placed in a capital improvements account.

9. ASSESSMENTS AND LIENS.

9.1. Generally. To the extent permitted under Florida law, the Association has the power to make and collect Assessments against each Villa-Lot and any Owner in order to provide the necessary funds for proper management and operation of the Association. The Association has the power to levy and collect General Assessments, Special Assessments, Specific Assessments and Capital Contribution Assessments. All of the assessments and charges more particularly described below ("Assessments"), together with interest at the maximum rate permitted by law, late fees, and all costs and expenses of collection, including reasonable attorneys' fees, are a continuing charge on the land secured by lien upon the Villa-Lot against which each Assessment is made. Each Assessment, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, also is the personal obligation of the person or persons who was or were the Owner(s) of such Villa-Lot when such Assessment fell due. Subject to the provisions of the Governing Documents or Florida law protecting Institutional First Mortgagees, the personal obligation for delinquent Assessments shall pass to the successors-in-title of such Owner.

9.2. Common Expenses. Common Expenses include all expenses of the operation, maintenance, repair, replacement and protection of the Common Areas and all Association Property and any other expense properly incurred by the Association. The Common Expenses of the Association include, but are not limited to:

9.2.1. Taxes. Any and all taxes levied or assessed at any and all times by any and all taxing authorities including all taxes, charges, assessments and impositions and liens for public improvements, special charges and assessments and water drainage districts, and in general all taxes and tax liens which may be assessed against the Common Areas and against any and all personal property and improvements, which are now or which hereafter may be a portion thereof to be placed thereon, including any interest, penalties and other charges which may accrue thereon shall, as appropriate, be considered Common Expenses.

9.2.2. Utility Charges. All charges levied for utilities providing services for the Common Areas whether they are supplied by a private or public firm shall be considered Common Expenses. This includes, but is not limited to all charges for water, gas, electricity, telephone, cable, internet, sewer and any other type of utility or other type of service charge incurred in connection with the Common Areas.

9.2.3. Insurance. The premiums on any policy or policies of insurance required to be maintained under this Declaration and the premiums on any policy or policies the Association determines to maintain on the Common Areas or Common Properties, even if not required to be maintained by the specific terms of this Declaration, shall be Common Expenses.

9.2.4. Maintenance, Repair and Replacements. Common Expenses shall include all expenses necessary to keep and maintain, repair and replace any and all buildings, improvements, storm water management system, personal property and furniture, fixtures and equipment of the association upon the Common Areas, landscaping, and lawn and sprinkler service, in a manner consistent with the covenants and restrictions contained herein, and in conformity with the Vineyards Governing Documents, and with all orders, ordinances, rulings and regulations of any and all federal, state and city governments having jurisdiction thereover including the statutes and laws of the State of Florida. This shall include any expenses attributable to the maintenance, repair, and replacement of pumps or other equipment, if any, located upon or servicing the Common Areas, pursuant to agreements between the Association and utility corporations. Any expenses for

replacements, which would not be in the nature of normal repair and maintenance, may be the subject of a Special Assessment

9.2.5. Administrative and Operational Expenses. The costs of administration of the Association, including but not limited to, any administrative personnel, bookkeepers and other employees necessary to carry out the obligations of the Association shall be deemed Common Expenses. In addition, if the Association contracts for professional management services, the fees or costs related thereto shall be part of the Common Expenses.

9.2.6. Compliance with Laws. The Association shall take such action as it deems necessary or appropriate in order for the Common Areas to be in compliance with all applicable laws, statutes, ordinances and regulations of any governmental authority, whether federal, state or local, including, without limitation, any regulations regarding zoning requirements, setback requirements, drainage requirements, sanitary conditions and fire hazards, and the cost and expense of such action taken by the Association shall be a Common Expense.

9.2.7. Miscellaneous Expenses. Common Expenses shall include the cost of all items of costs or expense pertaining to or for the benefit of the Association or Common Areas or any part thereof, not herein specifically enumerated and which is determined to be an appropriate item of Common Expense by the Board.

9.3. General Assessment. The General Assessments levied by the Association must be used to operate and manage the Villa Vistana Neighborhood, and to perform such duties as may be required by the Governing Documents. The Association may levy an annual General Assessment to provide and be used for the operation, management and all other general activities and expenses of the Association. General Assessments based upon each Member's share of the budget shall be paid in quarterly installments, due in advance on the first day of January, April, July and October of each year. Written notice of each quarterly installment shall be given to all Members at least fifteen (15) days prior to the due date. Failure to give or receive the notice does not excuse the obligation to make timely payment. If an annual budget has not been adopted at the time a quarterly installment is due, it shall be presumed that the amount of such installment is the same as the quarterly installment for the preceding year and quarterly payments shall be continued at such rate until a budget is adopted and pro rata assessments are calculated, at which time any overage or shortage shall be added or subtracted from each Lot's next due quarterly installment.

9.4. Special Assessments. In addition to the General Assessment, to the fullest extent permitted by law, as amended from time to time, the Association may levy in any fiscal year a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, known expenses which exceeded, or when mature will exceed, the budget prepared and on which the General Assessment was based.

9.5. Specific Assessments. In addition to the General Assessments and Special Assessments, to the fullest extent permitted by law, as amended from time to time, the Association may levy a Specific Assessment as to any and all accrued liquidated indebtedness of any Owner to the Association arising under any provision of the Governing Documents. Such Specific Assessments may be assessed by the Association against such Owner's Villa-Lot after such Owner has failed to pay the indebtedness when due and such non-payment continues for thirty (30) days after written notice.

9.6. Capital Contribution Assessment. The Board of Directors, in its sole discretion, shall have the authority to establish a Capital Contribution Assessment. In such case, each Owner shall, upon acquisition of the Villa-Lot, contribute to the Association's capital fund in such amount as is established by the Board. The Capital Contribution Assessment may be changed from time to time as determined by the

Board of Directors. Such amount shall be held by the Association as a special capital account for the purpose of defraying capital outlay expenditure. This contribution shall not constitute a prepayment of the General or Special Assessments or be used to fund routine budgeted expenses for normal operations.

9.7. Commencement of Assessments. The obligation of each Owner for Assessments shall commence upon the Owner's acquisition of a title interest in and to a Villa-Lot.

9.8. Uniformity of Assessments. Except as otherwise expressly provided in the Governing Documents, any General Assessment, Special Assessment or Capital Contribution Assessment must be uniform for each Villa-Lot throughout the Villa Vistana.

9.9. Lien for Assessment. The Association has a lien on each Villa-Lot securing payment of any unpaid Assessments, including interest, late fees, attorney's fees and costs incurred by the Association incident to the collection of the Assessment or enforcement of the lien. The lien is perfected upon recording the Claim of Lien in the Public Records of Collier County, Florida. The term "incident to collection of the Assessment and enforcement of the lien" shall be construed in its broadest sense to mean all services of the Association's attorney which is related, directly or indirectly, to the collection of a delinquent Assessment including, without limitation, the monitoring of and participation in any mortgage or other foreclosures involving the Villa-Lot, the negotiation of any settlement of the delinquent Assessment, and the monitoring of and participation in any bankruptcy proceeding (including the use of bankruptcy counsel) of a delinquent Owner. It is the intent and goal of this provision to render the Association one hundred percent (100%) whole as to all expenses, costs and fees in connection with collection of delinquent Assessment accounts. The Claim of Lien secures payment of all Assessments which are due until the entry of a judgment of foreclosure. A Claim of Lien must be signed and acknowledged by an officer, agent or attorney of the Association. Upon full payment, the person making the payment is entitled to a satisfaction of the lien as provided by Florida law.

9.10. Priority of Lien. A Claim of Lien for unpaid Assessments shall be effective as of the date of recording of the Original Declaration. However, the Claim of Lien may be limited by the rights of an Institutional First Mortgagee as set forth in Section 9.15 below. Any Lease of a Villa shall be subordinate and inferior to any Claim of Lien of the Association, regardless of when the Lease was executed.

9.11. Remedies for Delinquency. Any Assessment not paid within thirty (30) days after its due date bears interest at the rate of 18% per annum or such other rate as may be from time to time determined by the Board; provided, however, that such rate shall not exceed the maximum rate allowed by law. The Association, through its Board, shall have, but not be limited to, the following remedies:

9.11.1. Acceleration. To accelerate the entire amount of any Assessments or charges for the remainder of the calendar year, notwithstanding any provisions for the payment thereof in installments.

9.11.2. Advance Funds. To advance on behalf of said Owner funds to accomplish the needs of the Association. The amount or amounts of money so advanced, including attorney's fees and expenses which have been reasonably incurred because of or in connection with such advance, including costs and expenses of the Association if it must borrow to pay expenses because of said Owner, together with interest at the highest rate allowable by law, may thereupon be collected or enforced by the Association and such advance or loan by the Association shall not waive the default.

9.11.3. Foreclosure. To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Association in a

like manner as the foreclosure of a mortgage on real property or as otherwise provided by law. In any such foreclosure, the Owner is required to pay all interest, costs and expenses of collection and foreclosure, including reasonable attorneys' fees. All such interest, costs and expenses are secured by the lien foreclosed. The Owner also is required to pay to the Association any Assessments against the Villa-Lot that become due during the period of foreclosure, which Assessments also are secured by the lien foreclosed and accounted on a pro rata basis and paid as of the date the Owner's title is divested by foreclosure. The Association has the right and power to bid at the foreclosure or other legal sale to acquire the Villa-Lot foreclosed, or to acquire such Villa-Lot by deed or other proceeding in lieu of foreclosure, and thereafter to hold, convey, lease, rent, encumber, use, and otherwise deal with such Villa-Lot as its Owner for purposes of resale only. If any foreclosure sale results in a deficiency, the court having jurisdiction over the foreclosure may enter a personal judgment against the Owner(s) for such deficiency.

9.11.4. Money Damages. To file an action at law to collect said Assessments or charges, plus late fees, interest at the highest rate allowable by law plus all expenses and costs of collection without waiving any lien rights and/or rights of foreclosure by the Association.

9.11.5. Suspension. To suspend Common Area use rights, voting rights and the right to serve on the Board as provided by law.

9.12. Attachment of Rental Income When Villa-Lot is Delinquent. Notwithstanding any other remedy available to the Association under the Governing Documents, or applicable law, the Association shall have the following options when payment of Assessments or other charges (more than 30 days in arrears). The Association may, without order of the Court, direct rental income (by written notice to the Tenant with a copy to the Owner) from a Villa-Lot in default to be paid directly to the Association until all outstanding Assessments, charges, interest, late fees, costs, collection expense, attorney's fees and receiver's fees, if applicable, are satisfied. As an alternative, the Association may apply to a Court of competent jurisdiction, either in connection with a foreclosure suit, a person suit, or otherwise, to have rental proceeds paid on account of a Villa-Lot in default paid directly to the Association, the court registry, or a receiver, as the Court may direct. The Association may choose any of these courses of action as the Board deems appropriate without the same constituting a waiver or election of remedies.

9.13. Application of Payments. Payments received after the due date established by the Board shall be applied first to interest, late fees, costs and attorney fees and then to the principal owed regardless of any restrictive endorsement included with the payment.

9.14. No Waiver. No Owner may waive or otherwise escape liability for the payments provided for herein by nonuse or abandonment of a Lot or Villa.

9.15. Mortgage Foreclosure. Except as otherwise provided in Chapter 720, Florida Statutes, an Institutional First Mortgagee who acquires title to the Villa-Lot by foreclosure or by deed in lieu of foreclosure is liable for the unpaid Assessments that became due prior to the Institutional First Mortgagee's acquisition of title. However, unless otherwise provided in Chapter 720, Florida Statutes, in no event shall the Institutional First Mortgagee be liable for more than twelve (12) months of the Villa-Lot's unpaid Assessments accrued or one percent (1%) of the original mortgage debt, whichever is less, including late fees, interest, attorney's fees and costs, before the acquisition of the title to the Villa-Lot by the mortgagee. The unpaid share of Assessments is a Common Expense collectable from all of the Owners, including such acquirer and his or her successors and assigns; provided, however, the foregoing shall not limit the right of the Association to initiate legal action for damages against the former Owner for the amount of and deficiency including late fees, interest, attorney's fees and costs.

9.16. Certificate of Unpaid Assessments or Charges. Any Owner has the right to require from the Association a certificate showing the amount of unpaid Assessments or charges against the Villa-Lot. The Association, its agents, and counsel shall be entitled to charge a fee for preparing such information, in amounts established by the Board, or in a management agreement between the Association and its management firm or based on reasonable and customary fees charged by legal counsel.

9.17. Assessments Levied by the Master Association. The Association shall, upon request of the Master Association, collect assessments owed to the Master Association by Owners. The Association shall remit this amount to the Master Association within ten (10) days of its receipt along with an accounting of the Owners who have made payments and the amounts thereof. In the event any amount owed to the Master Association is not timely paid to the Mater Association by the Owners of the Association, the Master Association shall have the right to enforce its rights under the Master Documents against the Owner(s) whose payment is not received by the Master Association. The Association shall have no right to set-off, diminution or abatement with respect to assessments collected on behalf of the Master Association.

10. USE RESTRICTIONS. The following use restrictions shall apply to all the Villas-Lots within Villa Vistana. In addition to the following Use Restrictions, property usage shall conform to all County Ordinances, State Statutes and Federal Laws that may be amended from time to time. Furthermore, Owners must comply with any and all Rules and Regulations adopted by the Board of Directors.

10.1. Single-Family Residential. The Villas-Lots may be used for single-family residential living and for no other purpose. The lease or prospective exchange of every Villa-Lot shall comply with the approval process and the minimum and maximum tenancy provisions of Section 14 below. No trade, business, profession or other type of commercial activity may be conducted on any part thereof. This restriction shall not be construed to prohibit an Owner from maintaining a personal or professional library, from keeping his or her personal, business or professional records within the Villa, or from handling personal, business or professional telephone calls or written correspondence in and from the Villa. Such uses are expressly declared customarily incidental to residential use. This Section is, however, intended to prohibit commercial or business activity by an Owner which would unreasonably disturb the residential ambiance of the community, or make it obvious that a business is being conducted, such as by regular or frequent traffic in and out of Villa Vistana by persons making deliveries or pickups, by employees or other business associates, or by customers and clients.

10.2. Partitioning of Units Prohibited. No part of a Villa may be partitioned or separated from any other part thereof except as provided herein. No Villa may be subdivided into two (2) or more Units and no Villa may be combined with one (1) or more Units to form one (1) or more Units.

10.3. Unlawful, Offensive, Immoral Use Prohibited. No unlawful, offensive, or immoral use, as determined at the discretion of the Board of Directors, shall be made of a Villa and the Property. All laws, ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed.

10.4. Occupancy of Family and Guests. Owners may allow family and Guests in reasonable numbers to temporarily occupy their Villas. Owners are responsible for the conduct of their family and Guests. In addition to the following, the Association may from time to time adopt Rules and Regulations regarding the occupancy of family and Guests.

10.5. Nuisance. No noxious or offensive activity shall be permitted to occur upon any Common Areas or Villa-Lot, or upon the Land, nor shall anything be done thereon which may be or may become a nuisance or annoyance to other owners or persons lawfully residing or present within the Villa Vistana Neighborhood. No light, sound or odor shall be emitted from any Villa which is obnoxious or reasonably offensive to others. Without limiting the generality of the foregoing, no exterior speakers, horns, whistles,

bells or other sound devices or lights, other than devices used exclusively for security, fire prevention or fire control purposes, shall be permitted.

10.6. Garages. Garage doors shall be closed except when vehicles are entering or exiting. Because of the importance of keeping vehicles within garaged areas, no Owner may convert any garage area for any other use.

10.7. Vehicles and Parking. No travel trailers, boats, mobile homes, campers, pick-up trucks, recreational vehicles, or inoperable vehicles shall be parked within Villa Vistana unless fully enclosed in a garage; provided, however, travel trailers motorhomes and other recreational vehicles may be placed on a Lot for loading or unloading but shall not remain on the Lot for more than two (2) consecutive days during any one month period. Commercial vehicles of any kind (other than those temporarily present on service business), may not be parked within Villa Vistana, unless such vehicle is necessary in the actual construction or repair of a structure or for grounds maintenance or maintenance of public utilities. There shall be no parking on any unpaved area within the Villa Vistana Neighborhood. Overnight parking in the street or along Vistana Circle is prohibited. No vehicle repairs (except minor emergencies) shall be made in any portion of Villa Vistana. The Owner of any Villa-Lot in the Villa Vistana Neighborhood, by accepting a deed to such Villa-Lot, grants to the Association an easement to remove any vehicle parked in violation of this provision.

10.7.1. Abandoned or inoperable vehicles of any kind shall not be stored or parked on any portion of the exterior Lot including the driveway. "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 at the Villa by Owners or Tenants during a brief absence, such as a vacation. A written notice describing the "abandoned or inoperable vehicle" and requesting removal thereof may be personally served upon the Owner or posted on the vehicle. If an "abandoned or inoperable vehicle" has not been removed within seventy-two (72) hours after notice is provided, the Association shall have the right to remove the same without liability, and the expense thereof shall be charged to the Owner.

10.8. Garbage and Trash. Each Villa-Lot, Parcel and Common Area shall be kept in a clean and sanitary condition. No Owner or Occupant may allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacles (garbage cans) provided therefor. Each Owner shall utilize county supplied receptacles for the temporary storage and collection of such refuse, to the extent possible. Notwithstanding the foregoing, garbage or trash containers must be stored in the garage and shall not be visible from the streets or from other Villas. Garbage or trash containers may be placed out for collection at 6:00 P.M. the day before the scheduled pickup and must be returned inside by 6:00 P.M. the date of pickup.

10.9. Utilities. Any transformer box placed on any Parcel by Florida Power and Light Company, or other utility provided, shall be completely enclosed by landscaping, at the sole expense of the Association. Pumping station control panels located on any Parcel shall be landscaped at the Association's expense to reduce the aesthetic impact thereof, while, at the same time, not impeding the use thereof by maintenance personnel.

10.10. Pets. Household pets shall be permitted per Villa-Lot, subject to Rules and Regulations established by the Association. No horses, cows, hogs, pigs, swine, goats, chickens, pigeons, or any other such animal fowl or reptile shall be kept or bred within Villa Vistana. Any Owner who keeps a pet or permits a pet to be kept in the Villa is fully liable for any damage or injury to persons or property caused by a pet. The ability to keep 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 danger or unreasonable annoyance to other residents, such as by frequent noise or aggressive behavior. Pets must be leashed or carried at all times and animal droppings shall be immediately removed and disposed of properly. The Board may adopt additional Rules and Regulations pertaining to number, weight and/or breed.

10.11. Outside Storage. No outside storage or outbuildings of any kind will be permitted on any Lot. There shall be no outside storage or permanent placement of recreational vehicles, trash receptacles, landscape and home improvement materials or equipment of any kind including motor homes, campers, motorcycles, boats, canoes, kayaks, wave runners, jet skis, wind surfers, or lawn care equipment. Storage or permanent placement shall be deemed to exist if an item or vehicle remains outside for a period of more than twenty-four (24) consecutive hours. The Board, at its sole discretion, may grant exceptions to this provision when there has been approved construction-related activity upon a Lot or Villa.

10.12. Dangerous or Hazardous Materials. No Owner shall store, keep or dispose of any flammable, combustible, explosive, hazardous or toxic fluids, chemicals or substances except those sold and required for normal household use. Each Owner shall comply with all federal, state and local laws, statutes, 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 laws regulating the use, generation, storage or disposal of hazardous substances, wastes, and materials (collectively "Hazardous Materials"). No Owner or his Tenant, 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 Villa-Lot any Hazardous Materials except in compliance with the Environmental Laws.

10.13. Signage. No sign or advertisement of any kind, including without limitation, those of realtors, contractors and subcontractors, shall be erected or displayed to the public view on any Lot or Villa unless the same complies with the standards and guidelines established pursuant to the Master Association Governing Documents and have been approved by the Master Association, except as may be required by legal proceedings. The Master Association reserves the right to restrict the size, color, lettering, height, material and location of signs. The Association shall have the right to remove signs that fail to comply with the standards set by the Master Association, and upon prior approval of the Master Association, may set more stringent sign requirements for the Units and Parcels.

10.14. Window Coverings. All exterior facing window coverings, lining or backings shall be white or off-white. No Owner shall install or maintain aluminum foil or other reflective material on any window or glass door except as approved by the Board for energy conservation purposes.

10.15. Window Air Conditioning Units. No Owner shall install any window mounted or through the wall mounted air conditioning unit.

10.16. Antennas and Radio Equipment. No outside television, radio, or other electronic towers, aerials, antennae, wires, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any Villa-Lot or upon any improvements thereon, unless expressly approved in writing by the Board, except that this prohibition shall not apply to those antennae specifically covered by 47 C.F.R., Part 1, subpart S, Section 1.4000, as amended and promulgated under the Federal Telecommunications Act of 1996, as amended from time to time. The Association shall be empowered to adopt rules governing the types of antennae, restrictions relating to safety, location and maintenance of antennae. The Association may adopt and enforce reasonable rules limiting installation of permissible dishes or antennae to locations, not visible from the outside or neighboring Villa-Lot, to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules. Antennas shall be

installed in compliance with all federal, state and local laws and regulations, including zoning, land-use and building regulations. It is the intent of this Section to protect residents from unreasonable interference with television reception, electronic devices, and the operation of home appliances, which is sometimes caused by ham radios, CB base stations or other high-powered broadcasting equipment. Nothing in this Section shall prevent the use of a television or radio on the lanai of a Villa subject to any noise or nuisance covenants or Rules of the Association.

10.17. Flags. An Owner may display one portable, removable, United States flag or official flag of the State of Florida in a respectful manner consistent with Title 36 U.S.C. 10 at any time including national holidays. The same applies for United States military services flags as referenced in Section 720.304(2), Florida Statutes. If flown after sunset, the National Flag should be illuminated. Fixed flagpoles on the grounds of a Lot are not permitted, subject to the exceptions contained in Section 720.304(2)(b), Florida Statutes, whereas a bracket for the purpose of displaying a flag may be attached to the Villa. Other flags may be permitted if so authorized in the Rules and Regulations.

10.18. Storm and Hurricane Protection. Owners are permitted to protect their Villa by the installation of hurricane/storm shutters and other protective applications, provided the protective package has been previously submitted to the ARC and approved by the Board. The Board may, in its sole discretion, adopt reasonable Rules and Regulations pertaining to the installation of hurricane/storm shutters in periods of extended absence.

10.19. Wells. No individual water well, water supply system or sewer system shall be permitted on any Lot. Lake water may not be withdrawn for irrigation or other purpose.

10.20. Lakes. No lakes, ponds, swales, canals or ditches may be dug on any Lot.

10.21. Pools. No above-ground pools shall be erected, constructed, installed or maintained on any Villa or Lot.

10.22. Fences or Walls Prohibited. No dog runs, animal pens, fences, or walls of any kind shall be permitted on any Villa-Lot.

10.23. Playground and Basketball Equipment. No jungle gyms, swing sets, or other playground equipment, including but not limited to, basketball hoops and backboards, shall be permitted on any Villa-Lot.

10.24. Holiday Decorations. Holiday decorations are permitted, subject to the Rules and Regulations.

10.25. Owner Liability. An Owner shall be liable for the expense of any maintenance, repair or replacement of any real or personal property in the Villa Vistana Neighborhood rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their Guests, employees, Invitees, agents or lessees. Such liability shall include any increase in fire insurance rates occasioned by us, misuse, occupancy or abandonment of a Villa-Lot or the Common Areas. An Owner shall also be liable for any personal injuries caused by his negligent acts or those of any members of his family, or his or their Guests, Tenants, or other Invitees. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

10.26. Disputes as to Use. In the event there is any dispute as to whether the use of the Property or any portion or portions thereof complies with the covenants, restrictions, easements or other provisions contained in this Declaration, such dispute shall be referred to the Villa Vistana Board of Directors, and a

determination rendered by the Board of Directors with respect to such dispute shall be final and binding on all parties concerned therewith.

10.27. Rules and Regulations. Each Owner shall be subject to such Rules and Regulations with respect to the Villa Vistana Neighborhood as the Association determines from time to time to be in the best interest of the Villa Vistana Neighborhood and the Owners, provided that no Rules and Regulations promulgated by the Association shall conflict with the provisions of the Declaration.

11. ARCHITECTURAL REVIEW. To ensure the overall look and feel of the Villa Vistana Neighborhood, all modifications, replacements and/or additions to any Lot or Villa must be architecturally and visually consistent throughout the community. This includes the existing architectural and landscape features of the Villa Vistana or any changes thereto be approved by the Board of Directors and the Vineyards ARC.

11.1. Architectural Review Committee. The Architectural Review Committee (ARC) shall consist of at least three (3) Owners in good standing and serve at the pleasure of the Board. The Board of Directors in its sole and absolute discretion may remove members of the ARC at any time, with or without cause. In the absence of committee volunteers, the Board shall be the ARC.

11.2. Authority and Control. The ARC shall have authority for architectural review pursuant to the Governing Documents, as amended, and all other resolutions, policies and guidelines, now or hereafter existing and amended from time to time. Such authority, shall, without limitation, include the right to review and approve plans and specifications for the location, size, type, and appearance of any landscaping and structure or other improvement on any Parcel or Lot and exterior of any Villa within the Villa Vistana and to enforce standards for the external appearance of any structure or improvement located on a Parcel, Lot or Villa. The ARC shall exercise the powers and duties hereinafter described and shall report to the Board of Directors on all matters, which may come before it for its consideration or review. The ARC shall function in an advisory capacity to the Board. The Board shall have authority by a majority vote at a duly called Board Meeting, to reject, in whole or in part, the recommendations of the ARC.

11.3. Method of Obtaining Architectural Review and Board Approval. All exterior modifications shall be in accordance with the ARC Standards. A complete set of plans and specifications for proposed construction and any and all other reasonably requested information and materials related thereto shall be submitted to the ARC for its review no less than thirty (30) days prior to commencement of construction or modification. The plans shall include, as appropriate, the proposed location, grade, elevation, shape, dimensions, exterior color plans, landscaping plans, approximate costs and nature, type and color of materials to be used ("Plans"). The ARC may also require the submission of additional information and materials as may be reasonably necessary for the ARC to evaluate the proposed construction or alteration. The ARC shall evaluate all plans utilizing standards of the highest level as to the aesthetic quality and materials and workmanship to be used and as to suitability and harmony of location, structure and external design in relation to surrounding topography and structures.

11.4. Approval or Disapproval by the Architectural Review Committee. The Villa Vistana ARC shall have the right to disapprove any plans which, in its sole discretion, are not suitable or desirable solely based on the aesthetic consideration and overall benefit or detriment which would result to Villa Vistana and/or the Vineyards. The ARC shall take into consideration the aesthetic aspects of the architectural design, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, and shall not be responsible for reviewing, nor shall its approval of any Plans or design be deemed approval of, any design or plan from the standpoint of structural safety or conformance with building or other codes. Any and all approvals or disapprovals of the ARC shall be in writing and shall be sent to the respective Owner. If the ARC disapproves any plans submitted to it, the Owner whose plans have been

disapproved shall have the right to appeal the decision by written notice to the Board of Directors within ten (10) days after the ARC issues its disapproval. The ARC shall establish, subject to the Board's approval, a procedure for such appeals. The Board's decision on any appeal shall be final. In the event the ARC fails to approve or to disapprove in writing any proposed Plans within thirty (30) days after their submission to the ARC, then said Plans shall be deemed to have been approved and the appropriate written approval delivered forthwith; provided, however, any Owner intending to rely upon the Villa Vistana ARC's failure to act, shall submit notice of such intention in writing to the Vineyards together with a copy of all materials submitted to the Villa Vistana ARC in connection with the Owner's application for approval. Proposed Plans submitted to the Vineyards shall be subject to the application review procedures of the Vineyards, as set forth in the Master Declaration. If the Owner shall fail to provide the Vineyards with such notice and submit the Plans for review as required by the Master Governing Documents, the Plans shall be deemed disapproved notwithstanding anything herein to the contrary.

11.5. Indemnification. Each and every member of the Villa Vistana ARC shall be indemnified by the Association and the Owners against all costs, expenses and liabilities, including attorney's fees reasonably incurred by or imposed upon him or her in connection with any proceeding, litigation or settlement by reason of being or having been a member of the ARC. The foregoing provisions for indemnification shall apply whether or not he or she is a member of the ARC at the time such expenses are incurred. Notwithstanding the foregoing, in instances where a member of the ARC admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties, the indemnification provision of this Declaration shall not apply; otherwise the foregoing rights to indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which a member of the ARC may be entitled whether by statute or common law.

11.6. Enforcement. There is specifically reserved unto the ARC the right of entry and inspection upon any Lot or other portion of the Land for the purpose of determining whether there exists any construction of any improvement which violates any approval by the Board, the terms of this Declaration or the Vineyards Governing Documents. The Board is 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 in such litigation shall be entitled to recover all court costs, expenses and reasonable attorneys' fees in connection therewith.

11.7. Architectural Review Standards. The ARC, with Board approval is empowered to publish or modify from time to time, the Architectural Review Standards for design and development, including but not limited to standards for the following: (i) architectural design of improvements; (ii) Common Area fences, walls and similar structures; (iii) exterior building materials and colors; (iv) exterior landscaping; (v) exterior appurtenances relating to utility installation; (vi) signs and graphics, mailboxes and exterior lighting; and (vii) all buildings, landscaping and improvements on land owned or controlled by the Association. The Architectural Review Standards shall be reasonable and in conformance with the plan of development of Villa Vistana Neighborhood and the Vineyards. A copy of any Architectural Review Standards promulgated, and any modification or amendment thereof shall be available to Owners and mortgagees.

11.8. Variance for Standards. The ARC may authorize, subject to the approval of the Board and the Vineyards, in a reasonable manner so as not to destroy the general scheme or plans of the development of Villa Vistana and the Vineyards, variances from compliance with the ARC Standards, as the same may be modified or amended by the Board from time to time, when circumstances such as topography, natural obstructions, hardship, aesthetics or environmental considerations may require. If any such variances are granted by the Board and, if required, approved by the Vineyards, no violation of the restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was

granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to that particular property and particular provision hereof or standards promulgated hereby which are covered by the variance. Such variance shall be evidenced in writing and approved by the Board and, if required, the board of the Master Association.

11.9. Local Building Codes. This Section shall not be deemed to excuse any Owner from compliance with local building and construction codes, ordinances and/or regulations and improvements constructed shall conform to the requirements of such laws, codes, ordinances and regulations. The Board's approval shall not create any presumption that the Owner's plans comply with applicable laws, codes, ordinances and regulations, nor that the work will serve the purpose as intended by the Owner.

11.10. Non-Waiver of Future Approvals. The approval of the Board or 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 Board shall not be deemed to be or constitute approval of any right to withhold approval as to any similar proposals, plans and specifications or matter subsequently or additional submitted for approval.

12. ENFORCEMENT OF COVENANTS AND ABATEMENT OF VIOLATIONS.

12.1. Compliance. Every Owner and all, Guests, Tenants, and Occupants of Villas, shall always be governed by and comply with Chapter 720, Florida Statutes, and the Governing Documents of the Association. The protective covenants, conditions and restrictions and other provisions of the Governing Documents promulgated by the Association shall apply to all Owners, as well as to any other person occupying any Villa as an Owner or Tenant, and to the members of their family and all other Occupants, Guests and Invitees. Failure of an Owner to notify any person of the existence of the provisions of the Governing Documents shall not in any way act to limit or divest the Association of the power to enforce these provisions. Each Owner shall be jointly and severally responsible for any and all violations by his or her Tenants, Occupants, Guests, Invitees and family members, and by any other persons with his or her express or implied permission, at any time. Before undertaking any remedial, disciplinary or enforcement action against a person alleged to be in violation, the Association shall give the alleged violator reasonable written notice of the alleged violation, except in emergencies. Disagreements concerning violations including, without limitation, disagreements regarding the proper interpretation and effect of the Governing Documents, shall be presented to and determined by the Board of Directors or other designated Committee of the Association, whose interpretation of the Governing Documents and/or whose remedial action shall control. Actions at law or in equity, or both, to redress alleged failure or refusal to comply with these provisions may be brought by the Association or by any Owner against (i) the Association; (ii) an Owner; (iii) any director or officer of the Association who willfully and knowingly fails to comply with these provisions; and (iv) any Tenants, Guests, or Invitees occupying a Villa or using the Common Areas. The Association, if the prevailing party in any enforcement action, whether or not it involves mediation and/or litigation, is entitled to recover reasonable attorney's fees and costs.

12.2. Enforcement Action. Enforcement of these covenants and restrictions may be by a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain such violation or to recover damages.

12.3. Suspension of Common Area Use Rights and Fines. The Association may suspend, for a reasonable period of time, the rights of an Owner or an Owner's family, Guests, Tenants or Invitees, or any combination, to use Common Areas and facilities, and may levy fines, not to exceed the amount allowed by law, against such persons. The fines shall be in a reasonable amount deemed necessary by the Board to deter future violations, but in no event shall exceed \$100.00 per violation. Each day of continuing violation may be treated as a separate offense, except that no fines shall exceed \$10,000.00 in the aggregate. A fine

of \$1,000 or more may become a lien against a Villa-Lot. For non-payment of fines, the Association shall have all of the remedies allowed by law. In any action to recover a fine, including pre-litigation collection efforts, the prevailing party is entitled to collect its reasonable attorney's fees and costs for the non-prevailing party as determined by the court.

12.4. Non-Exclusive Remedy. The fines provided for herein shall not be construed to be an exclusive remedy of the Association, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Member shall be deducted from or offset against any damage which the Association may otherwise be entitled to recover at law from such Owner.

12.5. Notice. A fine or suspension may not be imposed without written notice of at least fourteen (14) days to the person sought to be fined or suspended with an opportunity for a hearing before a Committee of at least three (3) Owners appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the Committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. The requirements of this section do not apply to the imposition of monetary penalties upon any Owner because of the failure of the Owner to pay Assessments. A fine shall be treated as a special charge due to the Association five (5) days after written notice from the Association to the Owner of the imposition of the fine. If not paid by the due date, the fine shall accrue interest at the highest rate allowed by law and may be the subject of a late payment fee.

12.6. Suspension of Common Area Rights. Suspension of Common Area use rights shall not impair the right of an Owner, Tenant, Guest, or Invitee to have vehicular and pedestrian ingress to and egress from such Owner's Villa-Lot including, but not limited to, the right to park.

13. FORM AND TRANSFER OF OWNERSHIP OF VILLAS-LOTS. In order to maintain a community of congenial, financially responsible residents with the objectives of protecting the value of the Units and facilitating the development of a stable, quiet community and peace of mind for all residents, the transfer of ownership of a Villa-Lot by an Owner shall be subject to the following provisions, as enforced under the Declaration, so long as the Association exists, which provisions each Owner of a Villa-Lot covenants to observe:

13.1. Forms of Ownership.

13.1.1. Individual. A Villa-Lot may be owned by an individual person who has qualified and been approved as provided below.

13.1.2. Co-ownership. Co-ownership of Villas-Lots is permitted. If the co-owners are to be other than spouses, the Board of Directors shall condition its approval upon the designation by the proposed new Owners of not more than two (2) natural persons as Primary Occupants. The use of the Villa-Lot by other persons shall be as if the Primary Occupants were the only actual Owners. The intent of this provision is to prevent multiple individuals or families from using a Villa-Lot on a transient basis. No more than one such change will be approved in any twelve-month period, except in the case of the death or incapacity of the Primary Occupant.

13.1.3. Ownership by Corporations, Trusts or Partnerships. A Villa-Lot may be owned in trust or by a corporation, partnership, or other entity which is not a natural person, if approved in the manner provided for other transfers of title. The intent of this provision is to allow flexibility in estate, financial or tax planning, and not to allow circumstances in which the Villa may be used as short-term transient accommodations. The approval of a trust, or corporation, partnership or

other entity as an Owner shall be conditioned upon designation by the Owner of not more than two (2) natural persons to be the Primary Occupants. The use of the Villa by other persons shall be as if the Primary Occupants were the only actual Owners. Any change in the Primary Occupant shall be treated as a transfer of Ownership subject to all the provisions of this Section. No more than one such change will be approved in any twelve-month period, except in the case of the death or incapacity of the Primary Occupant.

13.1.4. Designation of Primary Occupants. Each Owner of a Villa-Lot which is owned in any form of ownership stated in preceding Subsections 13.1.2 or 13.1.3 shall designate, by certificate, not more than two Primary Occupants in writing to the Association. The certificate shall be valid until revoked by a subsequent certificate. If any Owner fails to do so, the Board of Directors may make the initial designation for the Owner and shall notify the Owner in writing of its action. Each Primary Occupant shall be subject to the approval process set forth in Subsection 13.3 below.

13.1.5. Life Estate. A Villa-Lot may become subject to a life estate, either by operation of law or by approved voluntary conveyance. In that event, the life tenant shall be the only Member in the Association from such Villa-Lot and occupancy of the Villa shall be as if the life tenant was the only Owner. Upon termination of the life estate, the holder of the remainder interest shall have no occupancy right unless separately approved by the Association. The life tenant and remaindermen shall be jointly and severally liable for all Assessments and charges against the Villa-Lot. The life tenant may, by signed agreement, transfer the right to vote in all Association matters to any one remainderman, subject to the approval by the Association of such arrangement. If there is more than one life tenant, they shall be treated as if they were co-owners for purposes of voting and occupancy rights.

13.2. Transfers.

13.2.1. Sale. An Owner may transfer a Villa-Lot or any interest therein by sale pursuant to the Rules and Regulations "Approval to Purchase" application process for Board approval.

13.2.2. Devise, Gift or Inheritance. If any Owner acquires his or her title by devise, gift or inheritance, his or her right to occupy or use the Villa-Lot shall be subject to the approval of the Association. The approval of the Association shall not be denied to any devisee or heir who was the Owner's lawful spouse at the time of death, or was related to the Owner by blood or adoption within the first degree of relationship; provided, however, notwithstanding the foregoing, any such devisee or heir may be disapproved for grounds set forth in Subsection 13.3.2 (A), (B), or (C) below.

13.2.3. Other Transfers. If an Owner shall acquire his or her title in any manner not considered in the foregoing subsections including, without limitation, foreclosures and other involuntary conveyances, his or her right to occupy or use the Villa-Lot shall be subject to the approval of the Association under the procedures set forth in Subsection 13.3 below.

13.2.4. No Application to Institutional First Mortgagees. The provisions of this Section 13 are not applicable to the acquisition of title by an Institutional First Mortgagee who acquires title through foreclosure or deed-in-lieu of foreclosure. However, such provisions shall apply to any assignment of right or the subsequent resale of a Villa-Lot by such Institutional First Mortgagee. The provisions shall also apply to acquisitions of title by persons or entities other than Institutional First Mortgagees through foreclosure and any other involuntary conveyance.

13.3. Procedures.13.3.1. Notice to Association.

A. Sale or gift. An Owner intending to make a sale or gift of his or her Villa-Lot or any interest therein shall give to the Board of Directors or its designee written notice of such intention at least thirty (30) days prior to the date of the proposed transfer, together with the name and address of the proposed transferee and such other information as the Association may reasonably require. The Association may require the personal appearance of any purchasers or donee, his or her spouse and other proposed Occupants, if any, as a condition of approval.

B. Devise, Inheritance, or Other Transfers. The transferee must notify the Association of his or her ownership within fifteen (15) days of such conveyance and submit to the Association a certified copy of the instrument evidencing his or her ownership and such other information as the Association may reasonably require. The transferee shall have no occupancy right unless and until approved by the Association but may sell or lease the Villa-Lot following the procedures provided in this Section or Section 14.

C. Failure to Give Notice. If no notice is given, the Association, at its election, may approve, approve with conditions or disapprove any transferee under this Section at the time it learns of the transfer. If any Owner fails to obtain the Association's approval prior to selling an interest in a Villa-Lot, such failure shall create a rebuttable presumption that the transferor and the transferee intend to violate the covenants of the Governing Documents and shall constitute good cause for Association disapproval.

D. Time Limit for Approval. Within thirty (30) days of receipt of the required notice and all information requested, whichever occurs last, the Association shall approve, approve with conditions, or disapprove the transfer. In the event a transferee or transferor requests an expedited approval, the Association's agreement to the abbreviated time frame shall be acknowledged in writing and an additional fee may apply pursuant to Section 13.6 hereof. If a transfer is approved or approved with conditions, the approval shall be stated in a Certificate of Approval executed by the Association in recordable form and delivered to the transferee. If the Board neither approves nor disapproves within said thirty (30) days or such other time frame as agreed to by the Association, in writing such failure to act shall be deemed the equivalent of approval, and on demand the Association shall issue a Certificate of Approval to the transferee.

13.3.2. Disapproval. The Association may disapprove a transfer for good cause only upon a majority vote of the whole Board of Directors. The Board may obtain a written opinion from its attorney as to whether its disapproval is based upon good cause. The following grounds shall be presumed to be good cause for the basis of disapproval:

A. A prospective transferee seeking approval has either been: (i) convicted of or plead no contest (*nolo contendere*) to a felony involving violence to persons or property, a felony involving possession or sale of a controlled substance, or a felony demonstrating dishonesty or moral turpitude; or (ii) in the reasonable discretion of the Board of Directors, has had a significant history of felony and/or non-felony charges, with or without convictions;

B. The prospective transferee seeking approval has, in the reasonable discretion of the Board of Directors, a history of disruptive behavior or disregard for the rights or property of others;

C. The prospective transferee seeking approval has evidenced an attitude of disregard for Association covenants or rules by his or her conduct in this Association as a Tenant, Owner or Occupant of a Villa;

D. The prospective transferee seeking approval has failed to provide the information, fees, or interviews required to process the application in a timely manner or provided false information during the application process; or

E. The transaction, if a sale or gift, was concluded by the parties without having sought and obtained the prior approval required herein.

The foregoing shall give the Association the right in its sole and reasonable discretion, but without the legal obligation, to do criminal and other background checks upon any prospective transferee to the extent it deems necessary and appropriate. The failure of the Association to do a criminal background check on any future Owner shall not waive or restrict any right to do so as to any other prospective transferee nor shall such failure result in any liability to the Association, its Board members, officers, employees or agents.

13.4. Unapproved Transfers. The grantee(s) of any sale or transfer of ownership of a Villa-Lot which is not approved pursuant to this Section shall have no occupancy right unless subsequently approved in writing by the Board of Directors. Such approval may only be based upon extraordinary circumstances.

13.5. Committee Approval. To facilitate transfers proposed at times when many Board members are not in residence, the Board of Directors may, by resolution, delegate its authority to approve transfers to an ad hoc Committee, consisting of at least three (3) Owners in good standing. By adopting the resolution, the Board automatically grants to the chairperson of the Committee power, hoc pro vice, to sign Certificates of Approval on behalf of the Association.

13.6. Fees for Processing Applications for Approval to Transfer. The Association may charge the Owner a reasonable fee for processing an application for approval under this Section. The Association may also charge an additional fee for applications requesting expedited consideration. Such fees shall be included in the Association's Rules and Regulations.

14. LEASING OF VILLAS. In order to foster a stable residential community and prevent a motel-like atmosphere, the leasing or exchange of Villas (e.g. such as AirBnB) by their Owners shall be restricted as provided in this Section. All Leases, contracts, or exchange agreements must be in writing. An Owner may lease or exchange only his or her entire Villa after receiving the approval of the Association. The Tenants must be natural persons as opposed to an artificial entity such as a corporation, partnership, trust, etc. The provisions of the Governing Documents shall be deemed expressly incorporated into any Lease, contract, or exchange agreement. Failure to comply with the requirements of this Section may be subject to fining and/or suspension of use rights. An Owner may lease his or her Villa only in accordance with the following provisions:

14.1. Procedures.

14.1.1. Notice by the Owner. An Owner intending to lease or exchange his or her Villa shall submit to the Association or its designee an application for approval, in form acceptable to the Association, Not less than forty-five (45) days prior to the first day of occupancy under the Lease, together with the name and address of the proposed Tenants, a copy of the proposed Lease, contract or exchange agreement, and such other information as the Association may reasonably request. The applicant must sign for having received copies of the Rules and Regulations of the Association. The Board may require the personal appearance of any Tenant and his or her spouse, if any, as a condition of approval.

14.1.2. Association Action. After the required notice and all information has been received, the Association shall have thirty (30) days in which to approve, approve with conditions, or disapprove the proposed Lease. In the event an Owner requests an expedited Lease approval, the Association's agreement to the abbreviated time frame shall be acknowledged in writing and an additional fee may apply pursuant to Section 14.1.6 hereof. If the Association neither approves, approves with conditions, nor disapproves within that time, its failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a Certificate of Approval to the Tenant. The renewal of any Lease, contract, or exchange agreement to the same Tenants shall require a renewal application for approval.

14.1.3. Disapproval. The Association may disapprove the lease for good cause upon a majority vote of the whole Board of Directors. The Board may obtain a written opinion from its attorney as to whether its disapproval is based on good cause. The following grounds shall be presumed to be good cause for the basis of disapproval:

- A. The Owner seeking approval is delinquent in the payment of Assessments at the time the application is considered;
- B. The prospective Tenant has either been: (i) convicted of or plead no contest (nolo contendere) to a felony involving violence to persons or property, a felony involving possession or sale of a controlled substance, or a felony demonstrating dishonesty or moral turpitude; or (ii) has a significant history of felony and/or non-felony charges, with or without convictions;
- C. The prospective Tenant, during previous occupancies, has evidenced disregard for the covenants and rights of others;
- D. The Owner or prospective Tenant has failed to provide the information, fees or interviews required to process the application in a timely manner or provided false information; or
- E. The Owner seeking approval fails to give proper notice of his or her intention to lease his or her Villa not less than forty-five (45) days prior to the anticipated commencement of the Lease.

The foregoing shall give the Association the right in its sole and reasonable discretion, but not the legal obligation, to conduct or require criminal and other background checks upon any prospective Tenants of the nature and to the extent it deems necessary and appropriate. The Association may, in its rules and regulations, require the prospective Tenant(s) to provide the criminal or other background check as part of its application process. If the Association or its designee opts to conduct the criminal or other background check, the cost of such shall be included as part of the application fee detailed in Section 14.1.6 below. The failure of the Association to conduct or

require criminal and other background checks on any prospective Tenant shall not waive or restrict any right to do so as to any other applicant nor shall such failure result in any liability to the Association, its Board members, officers, employees or agents.

14.1.4. Failure to Give Notice or Obtain Approval. If proper notice is not given, the Board of Directors at its option may approve, approve with conditions, or disapprove the Lease, contract, or exchange agreement. Any Lease, contract or exchange agreement entered into without approval may, at the option of the Board, be treated as a nullity, and the Board shall have the power to notify the Owner to evict the Tenant with five (5) days' notice.

14.1.5. Applications. Applications for authority to Lease or exchange shall be made to the Board of Directors on such forms and include such terms as the Board may provide from time to time.

14.1.6. Fees for Processing Applications for Approval to Lease and Deposits. The Association may charge the Owner a reasonable fee for processing an application to Lease, contract, or exchange agreement under this Section. The Association may also charge an additional fee for applications requesting expedited consideration. Such fees shall be included in the Association's Rules and Regulations.

14.1.7. Committee Approval. To facilitate leases proposed at times when many Board members are not in residence, the Board of Directors may, by resolution, delegate its authority to approve Leases, contracts and exchange agreements to an ad hoc Committee, consisting of at least three (3) Owners in good standing. By adopting the resolution, the Board automatically grants to the chairperson of the Committee power, hoc pro vice, to sign Certificates of Approval on behalf of the Association.

14.2. Frequency of Leasing and Term of Lease. Each Owner is limited to one (1) lease, contract, or exchange agreement per calendar year. The minimum lease term is thirty (30) consecutive days. The maximum lease term is one (1) year. No subleasing or assignment of lease rights by the Tenant is allowed.

14.3. Occupancy During Lease Term. All leases shall be limited to two (2) permanent occupants per bedroom. A permanent occupant shall include any person who resides in a Villa for any period exceeding thirty (30) consecutive days during any calendar year.

14.4. Use of Association Property. To prevent overtaxing the facilities, an Owner whose Villa is leased may not use the recreation or parking facilities during the lease term.

14.5. Regulation by Association. All the provisions of the Governing Documents shall be applicable and enforceable against any person occupying a Villa as a Tenant or Guest of Tenant to the same extent as against the Owner. A covenant on the part of each Tenant and his or her Guests to abide by the Association Rules and Regulations and all other provisions of the Governing Documents shall be required to be included in every Lease.

14.6. Assignment of Rents. As a precondition to the approval of any lease, the Owner and Tenant must execute an assignment of rents in favor of the Association, in a form approved by the Association, to be exercised in the event the Owner shall become delinquent in the payment of his or her Assessments. In the event such an assignment is not executed, the Association may still enforce such rights pursuant to Section 7.12 of this Declaration and Section 720.3085(8), Florida Statutes, as amended.

14.7. Unapproved Leases, Contracts, or Exchange Agreements. Any Lease, contract or exchange agreement of a Villa not approved pursuant to this Section shall be void and unenforceable unless subsequently approved by the Association.

15. MORTGAGE RIGHTS.

15.1. Generally. The following provisions are for the benefit of holders, insurers or guarantors of first mortgages on Villas-Lots. To the extent applicable, necessary or proper, the provision of this Section apply to this Declaration, the Articles and Bylaws.

15.2. Notices of Action. A holder, insurer or guarantor of a first mortgage, who provides written request to the Association (such request to state the name and address of such holder, insurer or guarantor and identification of the Villa-Lot), shall be an Eligible Holder and shall be entitled to timely written notice of:

15.2.1. An Owner's default in any performance of any obligation under the Governing Documents, including any delinquency in the payment of Assessments or other monetary obligation owed by an Owner of a Villa-Lot subject to a first mortgage held, insured or guaranteed by such Eligible Holder (or any Institutional First Mortgagee) which continues for a period of sixty (60) days;

15.2.2. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

15.2.3. Any proposed action which would require the approval of a specified percentage of Eligible Holders, as required in Sections 15.3 and 15.4.

15.3. Eligible Holders' Approval of Amendment to Governing Documents. To the extent permitted by Florida law, the following approvals shall be required:

15.3.1. The approval of sixty-seven percent (67%) of the Eligible Holders of mortgages on Villas-Lots subject to Eligible Holders' mortgages shall be required to terminate the legal status of the Association; and

15.3.2. The approval of at least fifty-one percent (51%) of the Eligible Holders of mortgages on Villas-Lots subject to the Eligible Holder mortgages shall be required to add to or amend any material provision of the Governing Documents which establish, provide for, govern or regulate any of the following (an addition or amendment shall not be deemed material if it is for the purpose of correcting technical errors or for clarification):

- A. Voting rights;
- B. Assessments, Assessment liens, subordination of such liens;
- C. Any provisions which are for the express benefit of mortgagees; or
- D. Boundaries of any Villa-Lot.

15.4. Other Approval Requirements. Unless at least sixty-seven percent (67%) of the Institutional First Mortgagees (based on one (1) vote for each first mortgage owned) have given their written approval, the Association shall not be entitled to:

15.4.1. Change the method of determining the obligations, Assessments or other monetary obligations which may be levied against an Owner,

15.4.2. By act or omission, change, waive or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance of improvements on Villas-Lots, provided, however, the issuance and amendment of the Architectural Review Standards by the Board or the issuance and amendment of the Architectural Review Standards, procedures, Rules and Regulations or use restrictions shall not constitute a change, waiver or abandonment within the meaning of this provision.

15.5. Approval Deemed Given. If approval of an Eligible Holder or Institutional First Mortgagee is requested in writing pursuant to this Section and a negative response is not received by the Association within thirty (30) days after such Eligible Holder's or Institutional First Mortgagee's receipt thereof, then such Eligible Holder or Institutional First Mortgagee shall be deemed to have given its approval.

16. AMENDMENT OF DECLARATION

16.1. Amendment Proposal. Amendments to this Declaration may be proposed at any time by the Board of Directors or by written petition to the Board signed by at least twenty-five (25%) of the Voting Interests. An amendment may not materially and adversely alter the proportionate Voting Interest appurtenant to a Lot or increase the proportion or percentage by which a Lot shares in the common expenses of the Association unless the record Owner and all record owners of liens on the Lots join in the execution of the amendment. For purposes of this subsection, a change in quorum requirements is not an alteration of voting interests.

16.2. Amendment Vote Required. Except as otherwise provided by law or by specific provision of the Governing Documents, this Declaration may be amended at any time if a duly proposed amendment is approved by at least fifty-one percent (51%) of the Voting Interests present, in person or by proxy, at any annual or special meeting of Owners called for the purpose, provided that the text of each proposed amendment has been given to the Owners with notice of the meeting.

16.3. Amendment Certificate Recording. A certificate shall be attached to this Amendment certifying that it was duly adopted and shall identify the instrument number in the Public Records of Collier County where recorded. The Certificate shall be executed by the president or vice-president of the Association. This Amendment shall be effective upon recordation.

17. GENERAL PROVISIONS

17.1. Declaration of General Protective Covenants Run with the Land - Duration. The covenants, reservations, restrictions and other provisions of this Declaration shall run with and bind the Villa Vistana subject hereto and shall inure to the benefit of the Association or any Owner subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of ninety-nine (99) years from the date this Declaration is recorded. These covenants, conditions, restrictions and other provisions shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by the then Owners of a majority of the Lots has been recorded agreeing to change or terminate

these covenants, conditions, restrictions or provisions in whole or in part. However, said duration is subject to any reinstatement of the Declaration which may be required under the Florida Marketable Record Titles Act.

17.2. Nonliability of the Association. The Association shall not in any way or manner be held liable or responsible for any violation of these covenants, conditions, restrictions or other provision by any person other than itself or for failure to enforce these covenants, conditions, and restrictions, in whole or in part.

17.3. Attorneys' Fees. In any legal proceeding arising out of an alleged failure of an Owner, family member, Tenant, Guest or Invitee to comply with the requirements of the Governing Documents or applicable law, as amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such attorneys' fees as may be awarded by the court. The term "legal proceeding" shall be construed in its broadest sense and include, without limitation, the review of documents and records, meetings and correspondence with clients, written notifications, filing of liens, and preparation for and participation in legal, quasi-legal and equitable proceedings, both at the trial and appellate levels.

17.4. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of at least seventy-five percent (75%) of the Voting Interests. This Section shall not apply, however, to: (i) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens); (ii) the imposition and collection of Assessments; (iii) proceedings involving ad valorem taxation; or (iii) counterclaims brought by the Association in proceedings instituted against it.

17.5. Other Documents. The 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 provision of this Declaration which shall prevail in all events of conflict.

17.6. 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.

17.7. Dissolution. In the event of dissolution of the Association, in accordance with the terms of its Articles of Incorporation, each Lot shall continue to be subject to the General Assessment specified in Section 9 and each Owner shall continue to be personally obligated to the Association or the successor or assigns of the Association as the case may be, for such assessment to the extent that such assessments are required to enable the Association or any such successor or assign acquiring any real property previously owned by the Association to properly maintain, operate and preserve it. The provisions of this section shall only apply with regard to maintenance, operation and preservation of property which has been Common Area and continues to be so used, as otherwise provided herein for the common use, enjoyment and benefit of the Owners and Members.

17.8. 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.

17.9. Notices.

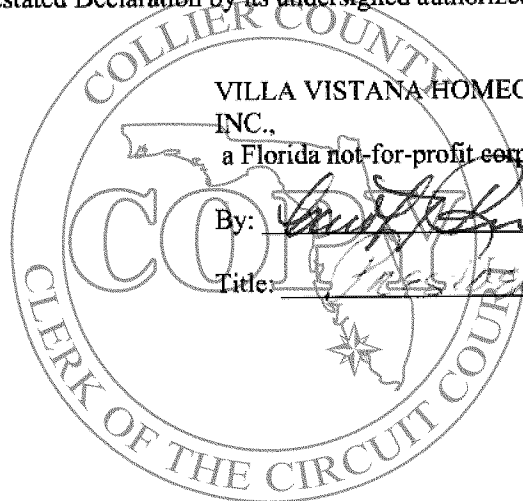
17.9.1. To the Association. Notice to the Association as may be required herein shall be in writing and delivered or mailed to the Association at its principal place of business as shown by

the records of the Secretary of the State of Florida, or at any other location designated by the Association.

17.9.2. To an Owner. 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, mailed and/or, electronically transmitted (if authorized by the Owner pursuant to Section 4.1 of the Bylaws), to the Owner at the address shown on the tax rolls of Collier County, Florida, or if not shown thereon, to the address of the Owner as shown on the deed recorded in the Public Records of Collier County, Florida.

17.9.3. Construction. The provision of this Declaration shall be liberally interpreted and construed to provide maximum flexibility consistent with the Villa Vistana planned development and the purposes set forth herein.

IN WITNESS WHEREOF, VILLA VISTANA HOMEOWNERS' ASSOCIATION, INC., does hereby execute this Amended and Restated Declaration by its undersigned authorized officer the date and year written above.



VILLA VISTANA HOMEOWNERS' ASSOCIATION,
INC.,
a Florida not-for-profit corporation,

By: [Signature]

Title: [Signature]