

Retn:
ROBERT F ROGERS
98 VINEYARDS BLVD
NAPLES FL 34119

*** 2633839 OR: 2674 PG: 1455 ***

RECORDED in the OFFICIAL RECORDS of COLLIER COUNTY, FL REC PEE
05/10/2000 at 03:49PM DWIGHT B. BROCK, CLERK

6.00



AFFIDAVIT

STATE OF FLORIDA
COUNTY OF COLLIER

BEFORE ME personally appeared Michael J. Procacci and Joseph G. Procacci (the "Declarants") who, being first duly sworn on oath, depose and say:

1. We are the Declarants of a Declaration executed March 1, 1988 and recorded on O.R. Book 1333, Page 2114, Official Records of Collier County, Florida (the "Declaration").
2. The Declaration effects the Erinwood Phase 1, a portion of which is also known as Erin Lake at the Vineyards, Collier County, Florida.
3. The Declaration contains setback requirements applicable to the location of buildings in Erin Lake (the "Setback Requirements").
4. The Declaration allows the Declarants to grant variances relating to the Setback Requirements.
5. It appears every home in Erin Lake violates the Setback Requirements including the home on Lot 4.
6. The Declarants hereby grant variances to all homes in Erin Lake which violate the Setback Requirements.

Further, the Declarants sayeth naught.


Michael J. Procacci

Joseph Procacci

SWORN TO and subscribed before me this 2 day of May, 2000 by Michael J. Procacci and Joseph G. Procacci who are both personally known to me.


Notary Public

P:\USERS\ROBERT\ELAFFI



Robert Rogers
COMMISSION # CC912116 EXPIRES
March 19, 2004
BONDED THRU TROY FARM INSURANCE INC

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

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the duly elected and acting President of Erin Lake Homeowners Association, Inc., a Florida corporation, not for profit ("Association"), does hereby certify that at the duly noticed special members' meeting held on the 16th day of April 2010, at which a quorum was established, the Amendments to the Declaration of Covenants, Conditions and Restrictions for Erin Lake at the Vineyards set forth on Exhibit "A" were approved by the required vote of the members and the board of directors of the Association. The Declaration of Covenants, Conditions and Restrictions for Erinwood (n/k/a Erin Lake) at the Vineyards was originally recorded at Official Records Book 1351, Page 2088, et seq., of the Public Records of Collier County, Florida.

WITNESSES (TWO):

ERIN LAKE HOMEOWNERS
ASSOCIATION, INC.
(SEAL)
Kirk Andrews
Kirk Andrews, President

Elizabeth A. Innocenti
Signature
Elizabeth A. Innocenti
Print Name

Stephanie Kenney
Signature
Stephanie Kenney
Print Name

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 17 day of May, 2010, by Kirk Andrews, as President of Erin Lake Homeowners Association, Inc., the corporation described in the foregoing instrument and who is (✓) personally known to me or who has produced _____ as identification and acknowledged executing the same under authority vested in him/her by said corporation and the seal affixed thereto is the seal of said corporation.

Olga L. Vindell
Notary Public
Print Name: Olga L. Vindell
My Commission Expires: 11-11-12

NOTARY PUBLIC-STATE OF FLORIDA
Olga Lourdes Vindell
Commission # DD836925
Expires: NOV. 11, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

**AMENDMENTS TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR ERIN LAKE AT THE VINEYARDS**

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Erinwood at the Vineyards was recorded on May 24, 1998 at Official Records Book 1351, Page 2088, et. seq., of the Public Records of Collier County, Florida (the "Declaration"); and

WHEREAS, subsequent to the recording of the Declaration the community changed its name from Erinwood to Erin Lake; and

WHEREAS, subsequent to the recording of the Declaration the Association has changed its name from Erinwood Lake Homeowners Association, Inc. to Erin Lake Homeowners Association, Inc.; and

WHEREAS, the Association desires to amend the Declaration to among other things specify the correct name of the community and Association; and

NOW THEREFORE, The Declaration of Covenants, Conditions and Restrictions for Erin Lake at the Vineyards, is hereby amended as set forth below:

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

**DECLARATION OF RESTRICTIVE COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
~~ERINWOOD~~ERIN LAKE AT THE VINEYARDS**

[The Background remains unchanged]

ARTICLE I
DEFINITIONS

Section 1. The following terms when used in this Declaration shall have the following meanings:

[Article I - Sub-section 1(a) remains unchanged]

(b) "Association" shall mean and refer to the ~~Erinwood~~Erin Lake Homeowners Association, Inc., a non-profit Florida corporation, whose purpose is to administer the Common Properties, as hereafter defined, in accordance with the provisions of this Declaration and the governing documents of the Association.

[Article I - Sub-sections 1(c) through 1(n) remains unchanged]

ARTICLE V
COVENANTS FOR MAINTENANCE ASSESSMENTS

[Article V - Sections 1 through 13 remain unchanged]

Section 14. Notice of Claim of Lien. No action shall be brought to enforce any assessment lien herein, unless at least thirty (30) days has expired following the date a Notice of Claim of Lien is deposited in the United States mail, certified or registered, postage prepaid, to the Owner of the Lot, and a copy thereof has been recorded by the Association in the office of the Clerk of the Circuit Court of Collier County, Florida; said Notice of Claim of Lien must recite a good and sufficient legal description of any such Lot, the record Owner or reputed Owner thereof, the amount claimed (which may at the Association's option include late fees at the maximum rate allowed by law and interest on the unpaid assessment at the maximum rate allowed by law~~eighteen (18%) percent per annum~~, plus reasonable attorneys' fees and expenses of collection in connection with the debt secured by said lien), and the name and address of the claimant. Such Notice of Claim of Lien shall be signed and acknowledged by an officer or agent (including, without limitation, the Association's property manager or attorney) of the Association. The lien shall be effective and relate back to the date that the Declaration was originally recorded and shall continue until fully paid or otherwise satisfied.

[Article V - Sections 15 remains unchanged]

Section 17. ~~Subordination of the Lien to Mortgages~~Liability on Sale or Transfer. ~~The lien securing the assessments provided for herein shall be subordinate to the lien of any First Mortgage (meaning any recorded mortgage with first priority or seniority over all other mortgages) made in good faith and for value and recorded prior to the date on which a Notice of Claim, pursuant to such lien, is recorded.~~ The sale or transfer of any Lot shall not affect the assessment lien. However, the First Mortgagee's obligation to pay assessments upon the sale or transfer of any Lot pursuant to the foreclosure or conveyance by deed in lieu thereof of a First Mortgage, shall be limited only to the extent required by the provisions of Chapter 720, Florida Statutes, the "Homeowners Act" as it now exists and as it may be amended from time to time. In addition, such First Mortgagee shall be liable for interest at the maximum rate of law, late fees, collection costs and attorneys' fees and costs incurred by the Association to collect such unpaid assessments and in defending any mortgage foreclosure action.~~extinguish the lien of such assessments as to installments which became due prior to such sale or transfer.~~ However, no sale or transfer shall relieve such Lot from liability for any installments of assessments thereafter becoming due or from the lien thereof or from assessment for a prorated share of the unpaid costs coming due before such date if such unpaid costs are reallocated as a common expense.

ARTICLE VII
USE OF PROPERTY

Section 1. Protective Covenants. In order to maintain the Site as a desirable place to live for all owners, the following protective covenants are made a part of this Declaration and shall be considered as the initial rules and regulations of the Association.

(a) Home Use. All Lots shall be used, improved and devoted exclusively to residential use. No more than 6 persons may reside in a Home. Nothing herein shall be deemed to prevent the Owner from leasing a Home for residential use, subject to all of the provisions of this Declaration, Articles of Incorporation, and By-Laws, as the same may be amended from time to time

including, without limitation, those set forth in Article VII - Sub-section 1(dd) below. Time-shared ownership or use of Homes or Lots is prohibited.

[Article VII - Sub-sections 1(b) through 1(cc) remain unchanged. New Article VII - Sub-section 1(dd) is hereby added]

(dd) Leasing, Conveyance, Disposition. In order to maintain a community of congenial, financially responsible residents with the objectives of inhibiting transiency, protecting the value of the Lots and facilitating the development of a stable, quiet community and peace of mind for all residents, the lease, and transfer of ownership of a Lot and Home by an Owner shall be subject to the following restrictions, which each Owner covenants to observe (except for the exceptions set forth in this Article VII - Section 1 (dd)(vi) below):

(i) No Owner may convey title to or lease a Lot, Home or any interest therein by sale or lease without the prior written approval of the Board which approval may only be withheld for good cause if a majority of the Board so votes. Only the following may be deemed to constitute good cause for disapproval of a lease (to the extent reasonably relevant to the application):

1. The person seeking approval or any proposed occupant has been convicted of a felony involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude, including any person registered as a sexual predator or sexual offender;
2. The person seeking approval has a record of financial irresponsibility, including, without limitation prior bankruptcies or foreclosures;
3. The application for approval on its face indicates that the person seeking approval or any proposed occupant intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the Properties;
4. The person seeking approval or any proposed occupant has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct as a tenant, Owner or occupant of a Home;
5. The person seeking approval failed to provide the information and appearance required to process the application in a timely manner;
6. The person seeking approval gives false or incomplete information to the Board as part of the application procedure, or any required transfer fees and/or security deposit is not paid; or
7. The Owner is delinquent on assessments or any other amount owed to the Association at the time of application.

Only the provisions of subsection (dd)(i)(1) above shall constitute good cause for the disapproval of a conveyance or transfer.

(ii) If any Owner acquires his title by devise or inheritance, his right to occupy or use the Lot or Home shall be subject to the approval of the Board. The approval of the Board shall not be denied to any devisee or heir who was the decedent's lawful spouse, child (whether by blood, marriage, legal custody or adoption), parent or a primary occupant.

(iii) The process for notice to the Association for approval shall be as follows:

1. An Owner intending to lease his Lot and Home or sell or make a gift of his Lot and Home or any interest therein, shall give to the Board or its designee, written notice of such intention at least thirty (30) days prior to first date of occupancy pursuant to the proposed lease or the date of closing, together with a copy of the purchase and sale agreement or lease, the name and addresses of the proposed tenant, purchaser, donee and other proposed occupants and such other information as the Board may reasonably require. The Association may charge a reasonable transfer fee for the cost of processing each application including the cost of a criminal background check.
2. The transferee must notify the Association of his ownership and submit to the Association a certified copy of the instrument evidencing his ownership and such other information as the Board may reasonably require. The transferee shall have no occupancy right unless approved by the Board, but may sell or lease the Lot in accordance with the procedures provided in this Declaration.
3. If no notice is given, the Board at its election may approve or disapprove the lease or transfer without prior notice. If it disapproves, the Board shall proceed as if it received notice on the date of such disapproval; however, the proposed transferee may provide the Board with the required notice and request reconsideration.

(iv) Within fifteen (15) days of receipt of the required notice set forth in Article VII - Section 1 (dd) and all information requested, but not later than thirty (30) days after receipt of the notice, whichever occurs first, the Board shall approve or disapprove the lease or transfer. If a lease or transfer is approved, the approval shall be stated in a Certificate of Approval executed by the Association and delivered to the lessor or transferee. If the Board neither approves or disapproves within the required time period, such failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a Certificate of Approval to the lessor or transferee.

(v) Each lease for a Lot and Home shall be for a term of a minimum of thirty (30) days and a term not to exceed one (1) year. A Lot and Home shall not be permitted to be leased more than three (3) times in any given calendar year. All leases must and shall be deemed to contain the agreement of the tenant(s) to abide by all of the restrictions contained in the governing documents of the Association and shall be deemed to provide that a violation of the governing documents of the Association is grounds for the Association to seek damages, termination and eviction and that the tenant and the Owner agree that the Association may proceed against either the Owner or the tenant and that the Owner or the tenant shall be responsible for the Association's costs and expenses, including attorney's fees and costs. All leases shall provide, or shall be deemed to provide, that in the event that the Owner is delinquent in the payment of assessments and other amounts due and owing under the Declaration, that the tenant's payments under the lease shall be paid directly to the Association. Such payment shall be made upon

written notice to tenant by the Association. The Owner and the tenant shall execute, upon demand by Association, an addendum to their lease on the form approved by the Board that provides for such payment of assessments and other amounts due and owing under the Declaration directly by the tenant to the Association in the event of non-payment of such amounts by an Owner. The Association shall have the right, but not the obligation, to have a security deposit be placed with the Association for an amount equal to one (1) month's rent obligation under the permitted lease to secure against a tenant violating the terms of the governing documents.

(vi) The provisions of Article VII - Section 1 (dd) do not require Board approval of the acquisition of title by judicial sale or by an institutional mortgagee who acquires title through the institutional mortgage, whether by foreclosure or deed in lieu of foreclosure, nor with respect to the subsequent sale and conveyance by such institutional mortgagee. The provisions of Article VII -Section 1 (dd) shall apply to any other lease, sale or transfer.

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

ARTICLE XII MORTGAGEE PROTECTION CLAUSE

The following provisions are for the benefit of First Mortgagees and to the extent these provisions conflict with any other provisions of the Declaration, these provisions shall control:

[Article XII – Subsection (a) shall remain unchanged]

(b) Any holder of a First Mortgage encumbering any Lot which obtains title to such Lot pursuant to the remedies provided in such Mortgage or by deed in lieu of foreclosure, shall ~~take title to such Lot free and clear of any claims of~~ be liable for the unpaid assessments ~~or charges~~ due to the Association that came due prior to the acquisition of title to such Lot by the First Mortgagee except as limited as provided under Chapter 720 Florida Statutes, the "Homeowners Act" as it now exists and as it may be amended from time to time. In addition, such First Mortgagee shall be liable for interest at the maximum rate of law, late fees, collection costs and attorneys' fees and costs incurred by the Association to collect such assessments and in defending any mortgage foreclosure action; ~~against such Lot which accrued prior to the acquisition of title to such Lot by the Mortgagee except~~ provided, however, to the extent a Notice of Claim therefor was filed prior to the recording of said First ~~m~~Mortgage in such event the First Mortgagee shall be liable for all unpaid assessments that came due prior to the acquisition of title to such Lot by the First Mortgagee, in addition to interest at the maximum rate of law, late fees, collection costs and attorneys' fees and costs incurred by the Association to collect such unpaid assessments and in defending any mortgage foreclosure action.